Board of County Commissioners

Regular Meeting

Commission Chambers

417 Gidding Street, Clovis, NM

September 24, 2024 at 9:00 AM

I. CALL TO ORDER

Invocation

Pledge of Allegiance by Damian Chavez, Yaretzi Chairez, Vicente Reza, and Dyana Pena from Arts Academy at Bella Vista

Salute to the New Mexico Flag by Damian Chavez, Yaretzi Chairez, Vicente Reza, and Dyana Pena from Arts Academy at Bella Vista

Roll Call

Approval of Agenda

II. MINUTES APPROVAL

Changes Made to Minutes - County Clerk's Office

1. **Request Approval of Regular Commission Meeting Minutes of September 10, 2024 - Annie Hogland**
2. **Request Approval of Indigent Board Meeting Minutes of September 10, 2024 - Annie Hogland**

III. RECOGNITION OF VISITORS AND PUBLIC INPUT FOR WHICH NO ACTION WILL BE TAKEN

1. *Public comments will be limited to three minutes per speaker.*

2. *Individuals will be limited to one presentation per meeting, and there will be a maximum of six (6) speakers on each subject.*

3. *To avoid any possible violations of the Open Meetings Act, Commissioners will not respond to comments or answer questions.*

4. *Questions or requests for information **in writing** should be directed to the County Manager during regular business hours.*

IV. CONSENT AGENDA

Items listed below are recommended by the County Manager for placement on the consent agenda. These items are placed on the agenda so that the Commission, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any proposal does not meet with the approval of all Commission members, or if a citizen so requests, that item will be heard when reached under the regular agenda.

Motion to place indicated items on the consent agenda by unanimous roll call vote.
Motion to approve or acknowledge all items on the consent agenda by unanimous roll call vote.

1. **Request Ratification of Capitalized Fixed Asset Expenditure for One Meat Slicer from Cook's Direct, Inc. for the Adult Detention Center at a Cost of $5,962.64 - Mark Gallegos**
2. **Request Approval of First Renewal of Agreement with Johnson-Bassford Consulting to Provide Professional Grant Writing Services for One Additional Year Terming September 27, 2025 - Kristian Price**
3. **Request Approval of Agreement with The Master's Touch, LLC to Print and Mail the 2024 Curry County Tax Bills, a Statutory Requirement, for a One-time Cost of Eleven Thousand Nine Hundred Seventy-Five Dollars & Ninety-One Cents ($11,975.91) - Kendall Kempf**
4. **Request Approval of Salary Range for New Assessor's Office Position: GIS Technician/Appraiser Trainee. Salary Range 43: Min $31,824 Mid $37,773 Max $45,328 - Lance A. Pyle**
5. **Request Approval of Application for Work, Excavating, Boring, Cross Cuts or Other Cuts on County Roads from Plateau Telecommunications, Inc. for Fiber Optic Cable to be Placed on Curry Road 23 in Between Curry Road M and Curry Road K - Walon Jones**
6. **Request Approval to Eliminate a Road Equipment Operator Senior Position and Replace with a Second Road Supervisor Position – Walon Jones**
7. **Request Approval of Accounts Payable Checks #151212 thru #151521; Payroll Checks #55256 thru #55259; Direct Deposit Payroll Checks #80787 thru #81106; Purchase Card Expenditures 7/15/24-8/13/24 for a Total of $3,641,332.29 – Troy Hall**
8. **Request Approval of Fiscal Year 25 Clean and Beautiful Grant Award through the New Mexico Department of Tourism in the Amount of $8,350 for Beautification Initiatives - Kristian Price**
9. **Request Approval of Real Estate Purchase Price Agreement for 901 Mitchell Street at $100,000.00 - Lance A. Pyle**
10. **Request Approval for County Manager Lance Pyle to Sign the Closing Documents at Landmark Title & Abstract Company on Behalf of Curry County for the Purchase of Property Located at 901 Mitchell Street Clovis, New Mexico - Lance A. Pyle**
11. **Request Approval of Memorandum of Understanding with Parkview Elementary for the Foster Grandparent Program - Diana Cassidy**
12. **Request Approval of Resolution #2024-78 Authorizing Budgetary Adjustment and Revisions in Fund 654 to Increase Revenue in the Amount of One Million Three Hundred Fifty Thousand Dollars (1,350,000), Expenses in the Amount of One Million Eight Hundred Thousand Dollars ($1,800,000) Due to Award of DHSEM Project Worksheets for CC-008-B and CC-005-B Related to Curry Road D and Transfer from General Fund Reserves in the Amount of Four Hundred Fifty Thousand Dollars ($450,000) to Cover Local Share - Troy Hall**

13. **Request Approval of Resolution #2024-79 Authorizing Budgetary Adjustments and Revisions to Transfer from General Fund Commission Contingency Budget 401-12-5627 to Road Lease Purchase Budget 402-12-5499 in the Amount of Six Hundred Seventy Thousand Seven Hundred Twelve Dollars ($670,712) to Cover the Cost of Purchasing Leased Motor Graders- Troy Hall**

14. **Request Approval of Resolution #2024-80 Authorizing Budgetary Adjustments and Revisions in Fund 699 to Increase Revenue and Expenses in the Amount of Sixty Thousand Dollars ($60,000) due to Agreement with State of New Mexico Children, Youth and Families Department - Troy Hall**

15. **Request Approval of Resolution #2024-81 Authorizing Budgetary Adjustments and Revisions to Transfer from General Fund Reserves to Fund 410 in the amount of One Hundred Forty-One Thousand Two Hundred Fourteen Dollars ($141,214) to Align Operating Budget with Actual Expenditures for Fiscal Year 2023 and 2024 - Troy Hall**

16. **Request Approval on Resolution #2024-82 Establishing the 2025 Holiday Schedule for County Employees – Lance A. Pyle**

17. **Request Approval to Dispose of Non-Capital Inventory Items Per Attached Listing - Troy Hall**

18. **Request Approval of Contract and Low Bid to Invitation to Bid #2024/25-03 Curry Road D Site 2 Project Between Curry Road 19 and New Mexico SR 77 to K. Barnett & Sons, Inc at a Cost of Five Hundred Fifty-One Thousand Three Hundred Seventy Dollars and Zero Cents - Walon Jones**

19. **Request Approval of Contract and Low Bid to Invitation to Bid #2024/25-02 Curry Road D Site 1 Project Between Curry Road 22 and 19 to K. Barnett & Sons, Inc at a Cost of Nine Hundred Eighty-Six Thousand Four Hundred Forty-Six Dollars and Zero Cents - Walon Jones**

20. **Request Approval to Dispose of Capital Inventory; One Insurance Totaled 2005 Chevy Colorado VIN #LGCDTL46358223784 - Troy Hall**

21. **Request Approval of Intergovernmental Agreement Between Curry County and Lea County Regarding the Housing of Curry County Detainees in the Lea County Detention Center at $150.00 Per Day Per Adult Detainee and $300.00 Per Day Per Juvenile Detainee with an Effective Date of September 24, 2024 and Will Remain in Effect Until August 23, 2025 - Mark Gallegos**

22. **Request Approval to Use Eddy County RFP 24-02 Emulsified Sealing Services Contracts and Curry County to Execute Contract with Approved Vendor at Contract Rates, With Authorization for County Manager Pyle to Sign - Walon Jones**

23. **Request Approval of DHSEM Project Worksheets for Construction Costs Only for CC-008-B Curry Road D (Site 2) Between Curry Road 19 and State Road 77, for a Total Cost of $700,000, Local Share is 25%, $175,000.00 and, CC-005-B Curry Road D Between Curry Road 22 and Curry Road 19, for a Total Cost of $1,100,000.00, Local Share is 25%, $275,000.00 - Walon Jones**

24. **Request Approval to Cancel the Monday, October 7, 2024 Commission Meeting – Brad Bender**

V. PROCLAMATIONS

1. **Request Proclamation Declaring September 2024 as National Recovery Month - Erinn Burch**

2. **Request Proclamation for National 4-H Week October 6-12, 2024 – Mindy Turner**

3. **Request Proclamation Declaring October 6-12, 2024 as Fire Prevention Week - Michael Booth**

VI. REPORTS OF BOARDS, COMMITTEES, DEPARTMENTS AND PRESENTATIONS

No Actions will be taken on any reports, discussions, or other informational items.

1. **Road Departmental Report August 2024 - Walon Jones**
2. **Presentation on Events Center and Fairgrounds Financial Statements Ending June 30, 2024 – Kyle Messick**

VII. ACTION ITEMS

1. **Request Action of Contract Between Target Solutions, LLC d/b/a Vector Solutions and Curry County for Computer Training Software for all County Fire Departments in the Amount of $15,133.00 - Michael Booth**
2. **Request Action on Field Fire Department Building Addition Change Order Request #1 in the Amount of $13,322.23 to Add Stem Walls and Slope the Concrete Slab - Michael Booth**
3. **Request Acceptance on the Land and Water Conservation Fund Grant Award and Action on Memorandum of Agreement with the State of New Mexico Energy, Minerals and Natural Resources Department, State Parks Division in the Amount of $31,021 to Purchase and Install Picnic Tables and Shading at the Honorable Judge Reuben E. Nieves Courtyard - Kristian Price**
4. **Request Action to Purchase Tables and Benches Created from Wind Turbines from Noblewins Utilizing Trails+ Grant Funds in the Amount of $36,950 - Kristian Price**
5. **Request Action to Submit a Notice of Interest to the New Mexico Department of Homeland Security and Emergency Management for the Mitigation Program to Assist Texico Municipal Schools on an Application to Apply for Funds to Construct a Storm Shelter/FEMA Safe Room to Serve a Dual Purpose to Provide a Safe Location During Natural Disasters and a Gymnasium for School Activities - Kristian Price**
6. **Request Action on Contract with Daniel B. Stephens & Associates to Provide Engineering Services for the City of Texico's Water Infrastructure - Ben Roberts**
7. **Request Action on Allocation of Cannabis Excise Tax Funds - Lance A. Pyle**

VIII. BOARD OF FINANCE

1. **Request Action on Resolution #2024-77 to Revise the Investment and Deposit Policy of Curry County - Kendall Kempf**

IX. COUNTY COMMISSIONER'S REPORTS

No Actions will be taken on any reports, discussions, or other informational items.

X. COUNTY MANAGER'S REPORT

No Actions will be taken on any reports, discussions, or other informational items.

XI. INDIGENT BOARD MEETING

1. **Request Approval of Plains Regional Medical Center Claims in the Amount of $3,485.44 - Lance A. Pyle**

XII. FUTURE AGENDA ITEMS

XIII. ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in a hearing or meeting, please contact the Curry County Manager at 575-763-6016 at least one (1) week prior to the meeting or as soon as practical. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Curry County Manager at 575-763-6016 if a summary or other type of accessible format is needed.

II.1

Clerks Department

TO: Board of County Commissioners
FROM: Annie Hogland
DATE: September 24, 2024
SUBJECT: **Request Approval of Regular Commission Meeting Minutes of September 10, 2024 - Annie Hogland**

Prepared by Kaitlin Bentley
Last updated on 09/18/2024

ATTACHMENTS:

- 091024 Regular.pdf

I – CALL TO ORDER

Attendee Name	Title	Status	Arrived
Robert Thornton	Chairman	Present	9:00 AM
Brad Bender	Vice Chairman	Present	9:00 AM
Fidel Madrid	Commissioner	Present	9:00 AM
Dusty Leatherwood	Commissioner	Present	9:00 AM
Seth Martin	Commissioner	Present	9:00 AM

Invocation

Pledge of Allegiance and salute to the New Mexico Flag by Mason Slaton, Pablo Montano Ramirez, Natalie Rendon Gilmore, and Victor Lopez from James Bickley Elementary.

Approval of Agenda

Martin requested a brief presentation item prior to 2024 NM Community Survey and Annual Strategies presentation item.

Martin moved to approve agenda as amended

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Commissioner
SECOND:	Brad Bender, Vice Chairman
AYES:	Thornton, Bender, Madrid, Leatherwood, Martin

II – MINUTES APPROVAL

Changes Made to Minutes – County Clerk's Office – No changes.

1. Request Approval of Regular Commission Meeting Minutes of August 27, 2024 - Annie Hogland

2. Request Approval of Indigent Board Meeting Minutes of August 27, 2024 - Annie Hogland

Bender moved to approve Regular Commission Meeting Minutes and Indigent Board Meeting Minutes of August 27.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Brad Bender, Vice Chairman
SECOND:	Dusty Leatherwood, Commissioner
AYES:	Thornton, Bender, Madrid, Leatherwood, Martin

III– RECOGNITION OF VISITORS AND PUBLIC INPUT FOR WHICH NO ACTION WILL BE TAKEN – None.

IV- PROCLAMATIONS

1. Request Proclamation Declaring September 2024 as National Suicide Prevention Month – Kimberly Richter

Richter presented proclamation. The suicide rate in New Mexico increased 19% from 2011 to 2020. Suicide prevention resources are available in New Mexico through gatekeeper trainings, crisis intervention, and reducing access to lethal means among those who are at risk of suicide. Clovis, NM is one of only four locations registered in the state on the National American Foundation for Suicide Prevention (AFSP) website. The proclamation identified resources for residents to call to reach out for help. **Chairman Thornton stated it is hereby proclaimed.**

V – CONSENT AGENDA

1. Request Approval of Seven New Mexico Department of Homeland Security and Emergency Management Disaster Assistance Program Grant Agreements for the Severe Storm Impacts to Curry County on May 24, 2023, Grant Agreement Numbers: 2023-133-CC-001, 2023-133-CC-002, 2023-133-CC-004, 2023-133-CC-005, 2023-133-CC-006, 2023-133-CC-007 and 2023-133-CC-008 Total Costs of Agreements is $558,000, County's Match $144,500 Included in Total Costs – Walon Jones

2. Request Approval of Resolution #2024-75 Authorizing Budgetary Adjustment and Revisions to Increase Revenue and Expenses in Fund 634 in the Amount of Twenty-Five Thousand Dollars ($25,000) due to Subaward from the New Mexico Economic Development Department for Trails+ Grant – Troy Hall

3. Request Approval of Outdoor Recreation and Trails+ Grant Award Through the New Mexico Economic Development Department in the Amount of $25,000 with an In-Kind or Cash Match of $12,500 to Purchase and Install Tables and Benches Created from Recycled Wind Turbines at the Honorable Judge Ruben E. Nieves Courtyard – Kristian Price

4. Request Approval of Letter of Support for the City of Clovis Application for the Railroad Crossing Elimination Grant for Modifications to Norris Street and a New Grade Separated Crossing at Martin Luther King Jr. Boulevard – Lance A Pyle

5. Request Approval to CDWI Grant Award Through the New Mexico Department of Transportation in the Amount of $3,992 to Purchase Equipment for the Curry County Sheriff's Office to Support DWI Enforcement Activities – Kristian Price

6. Request Approval of Resolution #2024-74 Authorizing Budgetary Adjustment and Revisions to Increase Revenue and Expenses in the Amount of Eighty Thousand Dollars ($80,000) Due to NM GRO Appropriation # ZI9D154 for Sheriff's Office Vehicles – Troy Hall

7. Request Approval of Extended Intergovernmental Agreement Between the Curry County Sheriff's Office and the Ninth Judicial District Attorney's Office for a Term Through June 30, 2025 for a Warrant Enforcement Program – Michael Brockett
8. Request Approval of Agreement with State of New Mexico Children, Youth and Families Department for $60,000 to Hire a Coordinator for Pre-Application Activities Associated with Applying for the Juvenile Justice Continuum Grant Program – Kristian Price
9. Request Approval of Agreement with TextMyGov for Smart Texting Technology for an Annual Cost of Four Thousand Five Hundred Dollars ($4,500) For Three Years and a One-Time Implementation/Set Up Fee of Two Thousand Two Hundred Fifty Dollars ($2,250.00) – Annie Hogland
10. Request Approval of Master Agency Agreement Between Alcohol Monitoring Systems, Inc. and the Curry County DWI Program to Implement an Electronic Monitoring Program for Misdemeanor Compliance Clients to Begin September 10, 2024 with a Term Date of June 30, 2025 – Shauna Schwenn
11. Request Approval of Amendment #1 to Agreement for Comprehensive Healthcare Services Between Curry County and Roadrunner Health Services Inc. – Lance A. Pyle
Martin requested clarification on Consent Agenda Item 4 regarding rail road crossings, noting a concern with the language. Pyle spoke with City Manager Justin Howalt prior to the meeting and confirmed the crossing is not being eliminated; identified crossing will be enhanced for safety.

Martin moved to place items 1-11 on Consent Agenda.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Commissioner
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Bender, Madrid, Leatherwood, Martin

Martin moved to approve items 1-11 on Consent Agenda.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Commissioner
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Bender, Madrid, Leatherwood, Martin

VI – PRESENTATIONS

1. Presentation of Anniversary Certificate to County Manager Lance A. Pyle – Commissioner Martin and Commission
Pyle was recognized with an anniversary certificate for 26 years of service to Curry County.
2. 2024 New Mexico Community Survey and Annual Strategies for Success Data Highlights Presentation – Shannon Morrison
Data in the NM Community Survey: Only for adults 18+, demographics, perception risk of getting caught, alcohol consumption and access, prescription pain killer use and access, community attitudes and perceptions, marijuana consumption, mental health. NMCS 2024 Highlights: 2% report drinking while driving in past 30 days, down from 3% in 2023; 31% of 18 to 20 year olds report past 30-day alcohol use, down from 40% in 2023, 14% of respondents report past 30-day binge drinking, same as last year, 2% of respondents report providing alcohol for minors in the past year, down from 7% in 2023, 31% of respondents self-identified as having a mental health or drug/alcohol problem in the past year, 22% sought help on mental health or drug/alcohol problems in past year. Driving after using marijuana decreased from 2023 to 2024 while past 30-day marijuana use stayed the same. Driving while under the influence of alcohol is down from 2023 (NMCS 2018 to 2024). Binge drinking stayed the same between 2022 and 2024. Data in the Annual Strategies for Success (ASFS): collected from middle and high school students, demographics, perceptions of risk of using substances, alcohol consumption and access, marijuana consumption and access, drug consumption, perceptions of risk of getting caught using, mental health. Reported substance use for many substances decreased from 2023 to 2024: e-cigs, alcohol, tobacco, marijuana, Rx stimulant, inhalants. There was a decrease in reported illicit drug use from 2023 to 2024. Riding in car with someone using alcohol or marijuana and driving while drinking or using marijuana decreased from 2023 to 2024. There was a decrease in reported feelings of sadness, considering suicide and attempting suicide between 2023 and 2024. Reported substance use for many substances decreased from 2023 to 2024: e-cigs, alcohol, hookah, marijuana, inhalants. There was an increase in use of heroin, meth, ecstasy, and cocaine and decrease in use of synthetic marijuana. There was a decrease in the percentage of students reporting feeling sad, hopeless and seriously consider suicide; and an increase in the percentage of students who attempted suicide. Bender confirmed all schools in Curry County are asked to take the survey; not all have. Richter: especially with the Substance Use and Behavioral Health Program; there are staff working with those schools now. Richter hopes to develop that rapport with those schools. Bender asked about this year's participation versus last year. Richter: participation of high school students was higher; middle school was lower. Martin shared concerns from parents about questions on the survey related to gender identity, noting potential impact on participation. Martin suggested eliminating those questions in the future, but noted it would be interesting data. Richter: questions can be tailored to how the schools see fit.

VII – REPORTS OF BOARDS, COMMITTEES, DEPARTMENTS AND PRESENTATIONS

1. Detention Department Report for August 2024 – Mark Gallegos

Gallegos provided report, beginning with staffing data: vacancy rate 20%; four new hires in August. ADC continues recruiting new staff with plans for a job fair within the detention center in September. ADC filled 4 full time detention officers, one part time detention officer, and the vacant Rise Program Manger which was an internal selection from the DWI Compliance Program. August 2024 Population Data: average daily population 205; Previous month 180. Total detainee bookings 162, new first-time bookings 51, previous bookings 203, females booked 39, males booked 125, released males 136, released females 36, male felonies 459, female felonies 176, male misdemeanors 401, female misdemeanors 276, sentenced detainees 16, out of state fugitives 8. In the month of August: 62 attorney phone calls; 18 on site attorney/client visits; 5 rehabilitation services phone calls; 2 detainees were transported to a rehabilitation program; 788 completed detainee tablet video visitations. Eight baptisms performed in August and the Programs Coordinator continues to assist in delivering religious materials and other articles to detainees to facilitate in the practice of designated faith. In the month of August, the highest population served were for 23 detainees who were approved for substance abuse medications as well as additional counseling two times a week within the detention center by Mental Health Resources. In addition, these identified detainees will have a referral to Mental Health Services upon release from ADC. Gallegos met with Clovis Community College (CCC) President Jonathan Fuentes, Vice President Robin Kuykendall, and Department Head Chair Monica Turner in reference to a grant CCC applied for to assist and network with ADC as a Criminal Justice Apprenticeship Program to aid in placing Criminal Justice Students as Detention Officers. As a result of the grant, CCC would pay for half the salary, equipment, and training time for detention officers while in the ADC's Detention Academy. CCC would also sponsor a training site within CCC, contingent on a Memorandum of Understanding approved by Commission. Captain Lujan and Koch completed an annual volunteer training for 12 community volunteers. Gallegos was invited to a community meeting with the Mayor of Clovis and MAT 25 Board Members to give feedback on the topic homelessness within the community, as well as the data related to homeless individuals incarcerated in ADC. 121 educational courses were completed in August: 45% Jobs and Finance, 13% Health and Recovery, and 13% Academic Courses. Maintenance department continues working with Cornerstone to complete cell doors in all detainee pods; 4 pods remain for overall completion. Two separate audits conducted: Annual Curry County Commission Inspection and security inspection of all security doors, cameras, and intercoms. All findings were documented with a work order provided to IT Department for assistance to mitigate the deficiencies and findings. Four Detention Officers successfully completed the Curry County Detention Center's Academy. August 18-31, 2024 Overtime Report (time and half above 86 hours): 384 hours. Lea County Juvenile Detention Center billing: five Juvenile Detainees - 80 days total: $20,000.00. August 2024 Adult Detention billing total $40,299.00: NM Department of Corrections $8,120.00; Adult Probation and Parole $29,754.00; Lea County $1,725.00.

VIII. ACTION ITEMS

1. Request Action on Ranchvale Fire Department Building Addition Change Order Request #1 in the amount of $10,240.39 to Add Stem Walls and Slope the Concrete Slab – Michael Booth

Booth presented change order request to include adding 6"x8" Stem Wall Slope concrete slab to doorways; cut existing columns base plates for elevation change Weld column base plates for elevation change Add import for grading new sloped area. Project will address ongoing issue of water pooling. Cost will come from the Ranchvale and Fire Administration Fire Funds.

Martin moved to approve Ranchvale Fire Department Building Addition Change Order Request #1 in the Amount of $10,240.39 to Add Stem Walls and Slope the Concrete Slab.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Commissioner
SECOND:	Dusty Leatherwood, Commissioner
AYES:	Thornton, Bender, Madrid, Leatherwood, Martin

2. Request Action of Contract for Professional Architectural Services with FBT Architects for the Curry County Sports and Recreation Complex – Ben Roberts

Roberts presented proposed contract, identifying and reading aloud the following: **1) SCOPE OF SERVICES** Architect shall provide architectural and related services to County for a Sports and Recreation facility. The project's architectural services shall be performed in two phases: Programming and Master Plan as Phase 1, and Basic Design Services (Schematic Design, Design Development/Construction Documents, Bidding and Construction Administration) as Phase 2. Included in Phase 1, Architect will retain the services of a civil engineer, an aquatics consultant and estimating services for the project development. **A. Phase 1:** a. Programming: The Architect shall develop the Project program and organize the programming efforts to define the project scope of work for the construction of the project. The completed program will identify strategies to create a functional, high-performance facility. It will develop an order of precedence list that clearly describes the intended scope of work and lists them in their order of importance. A schedule will be developed based on the phased components along with a preliminary cost estimate that establishes the budget for the project. Programing will include: i. Perform a comprehensive site analysis to determine the best possible location for the sports complex. ii. Understand site conditions/limitations, parking, utilities, ingress and egress, the needs of the support staff, storage requirements, and restroom/locker facility requirements. iii. Determine facts,

prepare a needs analysis and establish goals for the county. iv. Develop a comprehensive athletic program including aquatics, baseball, basketball, etc. v. Provide concept site plan sketches and preliminary cost estimates. Assist Curry County in determining the most advantageous and cost-effective options. vi. Includes two (2) user group engagement meetings, several meetings with city staff and one (1) final presentation to the County leadership. vii. Prepare an order of magnitude cost for the approved program of facilities. **B. Phase 2:** Design Development/Construction Documents: Not included in the Phase 1 effort. Upon approval of the Phase 1, Programming and Master Plan, a fee will be negotiated for design services based on the approved concept. It will include Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration. Upon approval of the County Phase 2 services will be added to this agreement as an amendment. **D. Timing** Architect shall begin work immediately following the issuance of the Notice to Proceed from the County. Services in Phase 1 shall be completed and ready to present to the County by December 17, 2024. **3) COMPENSATION** A) County shall pay Architect compensation as follows: i. Phase 1 Services: $**160,000.00** plus NMGRT. To be paid upon completion of each task as outline below and as further described in the attached Exhibit "A": i. Task 1- Data Collection/Project kick-off - $22,380.00; ii. Task 2- Programing - $59,220.00; iii. Task 3- Master Plan - $63,400.00; iv. Task 4- Prepare final documents/Presentation - $15,000.00. Roberts confirmed this project will come from the $1.2 million in capital outlay funds. Martin does not want get into a situation where the County maintains a building owned by the County on property belonging to the City of Clovis. Leatherwood states the biggest beneficiary will be the City of Clovis. Bender has received positive support from CAFB, City of Clovis, and the schools throughout Curry County stressing the importance of having such a facility and the need for things to do for youth and adults in the community. Thornton read aloud: A. Phase 1: vi. Includes two (2) user group engagement meetings, several meetings with city staff and one (1) final presentation to the County leadership; and asked at what stage will those meetings take place. Roberts: the work sessions will happen very early in the programing phase. Martin asked if County has received any commitment or letter of support from the City of Clovis. Pyle: County has not received any financial commitment from the City of Clovis, nor has the County allocated funds toward operation. The City of Clovis is supportive of the project, but there has not been that level of discussion yet. Martin shared concerns related to support and maintenance of the facility; asked Kyle Cain, Texico School Board Member, if there has been discussion regarding the facility and if Texico schools would utilize it. Cain: there has not been discussion yet. Leatherwood stressed importance of funding a functional facility and eliminating "fluff." Pyle: meetings will be advertised as public meetings; important for all Commissioners attend and provide input, as well as continue dialogue with legislators. Bender would like to have community members and other entities address Commission with their input and intentions. Pyle suggested taking a closer look at the phases to make improvements in a timely manner. Martin asked if the City of Clovis could share their plans to expand the Aquatic Center and asked if FBT could incorporate those two projects to help cover costs.

Martin moved to approve Contract for Professional Architectural Services with FBT Architects for the Curry County Sports and Recreation Complex.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Commissioner
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Bender, Madrid, Leatherwood, Martin

3. Presentations and Request Action on Allocation of Cannabis Excise Tax Funds – Lance A. Pyle

Pyle referenced previously adopted Resolution 2023-10 regarding the collection and Expenditure of Cannabis Excise Tax Receipts, whereas the County will establish an expense fund for use of the cannabis excise tax receipts and those funds will only be budgeted, expended, or distributed with the approval and authorization of the Board of County Commissioners. Total in fund $142,553.51, as of September 3, 2024; total spent $24,820.42, total obligated $32,000.00, and total requested $107,690.19. Pyle recommended allocating approximately $75,000 to $80,000 of those funds, to retain a cushion in the event there are issues reporting to the state. Requests for Cannabis Excise Tax Funds were included in agenda packet. Sheriff requested $55,000 for the purchase of new rifles, optics, illumination, and magazines for deputies. Martin suggested using funds for law enforcement, to offset the costs caused by cannabis. Treasurer requested $610.00 for eight Property Tax Due Date banners for placement on County property and other locations around the County. Substance Use and Behavioral Health requested $5,000 for promotional items (funding agency no longer allows promotional items to be purchased with grant funds). IT requested $8,580.19 for new IBM Server (remainder of cost included in IT budget). NMSU Extension Office requested $28,500 for improvements to Home & Arts Building to include two evaporative cooling units, two large ceiling fans, spray foam insulation on ceiling, interior paint. NMSU Extension Office also requested $10,000 to replacement of overhead door at Home & Arts Building. Pyle: the City of Clovis is working on a MOU with the County to extend grant for Clovis Area Transit services to airport, CAFB, etc. Grant only covers a certain portion and the remainder would fall on the County; that amount will come at a later meeting. Thornton suggested allowing for more time to review before making a decision.

Martin moved to acquire a list of requested funds and take action at the next Commission Meeting.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Commissioner
SECOND:	Brad Bender, Vice Chairman
AYES:	Thornton, Bender, Madrid, Leatherwood, Martin

Pyle asked Ulses and Waller if quotes would still be good for the next meeting. Both quotes are already expired. Thornton asked if Commission could receive the new quotes for review.

4. Request Action on Order to Impose the 2024 Property Tax Rates – Sam Kelley

Kelley presented Order to Impose 2024 Property Tax Rates as provided in agenda packet.

Curry County 2024 Tax Rates				
Clovis	1 in R	1 in NR	1 out R	1 out NR
	25.054	24.115	20.454	19.747
Texico	2 in R	2 in NR	2 out R	2 out NR
	22.644	22.430	20.669	20.205
Melrose	12 in R	12 in NR	12 out R	12 out NR
	19.357	19.158	17.374	16.933
Grady	61 in R	61 in NR	61 out R	61 out NR
	27.280	28.350	21.120	20.700

Assessor's Office has not received responses from taxing entities verifying correct tax rates, apart from Clovis Community College.

Bender moved to approve Order to Impose the 2024 Property Tax Rates as presented.

RESULT:	**APPROVED BY VERBAL VOTE [4-1]**
MOTION:	Brad Bender, Commissioner
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Bender, Madrid, Leatherwood
NAYS:	Martin

Thornton requested record reflect Commission concerns with taxing entities unresponsive regarding rates. Pyle noted email included in Agenda Packet from Kelley to taxing entities requesting verification of tax rates, dated August 30 at 4:10pm.

5. Presentation and Request Direction on Fairgrounds Parking Lot Project – Ben Roberts and David Roybal

Roberts stated the County and Pettigrew and Associates have developed a plan that divides construction plans into four bid lots. David Roybal, of Pettigrew and Associates, provided an overview of the proposed redo of the main parking area on east end and cost estimates. Project will be new construction with the exception of ADA parking next to main entry. **Bid Lot A $2,971,989.52**: includes rehabilitation of existing parking lot within the boundaries provided. Includes construction of parking lot passageway, new concrete driveway pads, a drainage valley gutter, storm-water drainage pond, concrete curb islands and PVC conduit for future irrigation. Site lighting will be part of this bid lot to include pole luminaries, base, raceway and conduit to a stubbed point. **Bid Lot B $80,952.13**: site lighting will be part of this bid lot to include pole luminaries, base, raceway and conduit to a stubbed point. **Bid Lot C $517,079.31**: construction includes fence construction only; remove and replace existing fence, construction of new fence, and existing fence to remain in place; new installation of new gates. **Bid Lot D $643,024.33**: rehabilitation of existing parking lot within the boundaries provided; a drainage valley gutter, several flow ditches and 10' wide rip rap. Roybal: the total of four bid lots is about $4.2 million; does not include cost escalation. Martin asked about alternative surfacing costs for chipseal or gravel. Roybal: drainage and maintenance will be challenging with alternate surfacing. Martin had concerns with use of parking lot outside of County facilities. Roberts: Bid Lot A – bid lots do not include tree cutouts or irrigation; the thought is to apply for grants for the trees and irrigation; Bid Lot B: includes 3-4 additional RV pedestals for power; Bid Lot C: plan to remove existing fencing on north end is r panel, rod iron fencing to stop south of the mounted patrol arena and not around east side of patrol arena. It is not included in these documents, but there are plans to remove fence north of livestock pavilion for RV use in the future.

Thornton moved to move forward with the Fairgrounds Parking Lot Project and see what the bid lots come back as.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Dusty Leatherwood, Commissioner
AYES:	Thornton, Bender, Madrid, Leatherwood, Martin

IX - COUNTY COMMISSIONER'S REPORTS

Martin noted upcoming Ute Pipeline meeting as well as a meeting in Melrose regarding US 84. Bender provided PRMC updates; will attend September 11 event at CAFB. Leatherwood will be sharing some ideas with Pyle for potential improvements at the Events Center and Fairgrounds.

X - COUNTY MANAGER'S REPORT

Pyle reported on letter from Department of Finance and Administration, Local Government Division (LGD) stating the final budget for Fiscal Year 2024-2025 has been approved by the Commission, examined, and reviewed, and LGD finds it developed in accordance with applicable

statutes and budgeting guidelines, and sufficient resources appear to be available to cover budgeted expenditures. LGD certifies the final Fiscal Year 2024-2025 budget and state statute requires all revenue sources be expended only for public purposes, and if applicable, in accordance with the Procurement Code, Chapter 13, Article 1, NMSA 1978. Trek for Trash to be held Saturday, October 26, 2024; for any non-exempt employees that worked in excess of 40 hours that week will be paid overtime for assisting in the event. Pyle asked Commission to confirm availability for 2-2-1 meetings Thursday with OVG360 to review end of year financial statements. Pyle noted funds are being pulled from reserves, as improvements continue being made; suggested putting a hold on additional projects to see result of revenue collection from property and gross receipts tax.

XI – INDIGENT BOARD MEETING

Entered Indigent Board Meeting at 11:24am and returned to Regular Meeting at 11:25am.

XII - FUTURE AGENDA ITEMS

Bender requested further discussion in reference to the 2024 Property Tax Rates. Thornton reminded Commission to review and determine the allocation of the Cannabis Excise Tax Funds.

XIII – EXECUTIVE SESSION

Thornton moved to enter Executive Session at 11:26am for Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights, as Allowed by Section 10-15-1(H)(8) Regarding Options for Assistance with Texico Municipal Water System.

RESULT:	**ADOPTED BY ROLL CALL VOTE [4-0]**
MOTION:	Robert Thornton, Chairman
SECOND:	Brad Bender, Vice Chairman
AYES:	Thornton, Bender, Leatherwood, Martin
ABSENT:	Madrid

Thornton moved to exit Executive Session at 12:14pm.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Bender, Madrid, Leatherwood, Martin

Action Resulting from Executive Session

Thornton moved to authorize Manager Pyle to negotiate on behalf of the County with EPCOR Water, City of Texico, or whoever else needed to acquire Real Property or make improvements to the Texico Municipal Water System.

RESULT:	**APPROVED BY VERBAL VOTE [4-0]**
MOTION:	Robert Thornton, Chairman
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Bender, Madrid, Leatherwood
ABSTAIN:	Martin

XIV – ADJOURNMENT

This meeting was adjourned by Chairman Thornton at 12:16pm.

BOARD OF CURRY COUNTY COMMISSIONERS

_____

Robert Thornton – Chairman

ATTEST:

_____

By: Annie Hogland - Curry County Clerk

In compliance with the Americans with Disabilities Act of 1990, the County will provide appropriate auxiliary aids and services to afford an individual with a disability an equal opportunity to participate in any public meeting held by the County. A minimum of 48 hours advance notice is requested.

IN ATTENDANCE:

Robert Thornton	Brad Bender	Fidel Madrid	Dusty Leatherwood
Seth Matin	Lance Pyle	Dan Macke	Adrian Ancira
Annie Hogland	Kendall Kempf	Troy Hall	Wesley Waller
Michael Booth	Todd Ulses	Tyler Kelley	Walon Jones
Ben Roberts	Debbie Spriggs	Mark Gallegos	Jaylin Baker
Kristian Price	Kimberly Richter	Shannon Morrison	Nancy Lagos
David Roybal	Mindy Turner	Natalie Rendon Gilmore	Gaby Rendon
Tara Gillins	Yeni Montano	Robert Martinez	Kyle Cain
Mason Slaton	Victor Lopez	Pablo Montano Ramirez	Tina Lopez
Kimberly Richter	Bethany Brzozowske		

II.2

Clerks Department

TO: Board of County Commissioners
FROM: Annie Hogland
DATE: September 24, 2024
SUBJECT: **Request Approval of Indigent Board Meeting Minutes of September 10, 2024 - Annie Hogland**

Prepared by Kaitlin Bentley
Last updated on 09/18/2024

ATTACHMENTS:

- 091024 Indigent.pdf

Curry County Indigent Board Meeting

417 Gidding Street
Clovis, NM 88101

Tuesday, September 10, 2024

Indigent Board Meeting **Commission Chambers**

Attendee Name	Title	Status	Arrived
Robert Thornton	Chairman	Present	9:00 AM
Brad Bender	Vice Chairman	Present	9:00 AM
Fidel Madrid	Commissioner	Present	9:00 AM
Dusty Leatherwood	Commissioner	Present	9:00 AM
Seth Martin	Commissioner	Present	9:00 AM

Thornton moved to enter Indigent Board Meeting at 11:24am.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Brad Bender, Commissioner
AYES:	Thornton, Bender, Madrid, Leatherwood, Martin

1. Request Action on La Casa Medical Claims for the Month of May 2024 in the Amount of $426.41 – Lance A. Pyle
La Casa de Buena Salud

Total Claims	5	$426.41
Approved	5	
Denied	0	
Medical - May 2024		
Approved	5	$426.41
Denied	0	
Total Amount Billed	$656.02	
65% of Amount Billed		**$426.41**

*Five (5) claims for four (4) patients.

2. Request Action on Late La Casa Dental Claims for the Month of June 2024 in the Amount of $707.85 - Lance A. Pyle
La Casa de Buena Salud

Total Claims	4	$707.85
Approved	4	
Denied	0	
Late Dental - June 2024		
Approved	4	$707.85
Denied	0	
Total Amount Billed	$1,089.00	
65% of Amount Billed		**$707.85**

*Four (4) claims for four (4) patients.

3. Request Action on La Casa Medical Claims for the Month of July 2024 in the Amount of $368.56 - Lance A. Pyle
La Casa de Buena Salud

Total Claims	2	$368.56
Approved	2	
Denied	0	
Medical - July 2024		
Approved	2	$368.56
Denied	0	
Total Amount Billed	$567.01	
65% of Amount Billed		**$368.56**

*Two (2) claims for two (2) patients.

4. Request Action on La Casa Dental Claims for the Month of July 2024 in the Amount of $226.20 – Lance A. Pyle
La Casa de Buena Salud

Total Claims	2	$226.20
Approved	2	
Denied	0	
Dental - July 2024		
Approved	2	$226.20
Denied	0	
Total Amount Billed	$348.00	
65% of Amount Billed		**$226.20**

*Two (2) claims for two (2) patients.

Bender moved to approve Indigent Board Meeting Items 1-4.

RESULT:	**APPROVED [UNANIMOUS]**
MOTION:	Brad Bender, Vice Chairman
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Bender, Madrid, Leatherwood, Martin

Martin moved to exit Indigent Board Meeting at 11:25am.

RESULT:	**ADOPTED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Commissioner
SECOND:	Brad Bender, Vice Chairman
AYES:	Thornton, Bender, Madrid, Leatherwood, Martin

BOARD OF CURRY COUNTY COMMISSIONERS

_____

Robert Thornton - Chairman

ATTEST:

_____

By: Annie Hogland - Curry County Clerk

In compliance with the Americans with Disabilities Act of 1990, the County will provide appropriate auxiliary aids and services to afford an individual with a disability an equal opportunity to participate in any public meeting held by the County. A minimum of 48 hours advance notice is requested.

IV.1

Adult Detention Center Department

TO: Board of County Commissioners
FROM: Mark Gallegos
DATE: September 24, 2024
SUBJECT: **Request Ratification of Capitalized Fixed Asset Expenditure for One Meat Slicer from Cook's Direct, Inc. for the Adult Detention Center at a Cost of $5,962.64 - Mark Gallegos**

Prepared by Kaitlin Bentley
Last updated on 09/05/2024

ATTACHMENTS:

- Cook's Quote for Meat Slicer.pdf

COOK'S

☑ APPROVED

Quote

08/01/2024

Project:
Curry Co Adult Det Ctr - Slicer
Amanda Bell
Clovis, NM 88101

From:
Cook's Correctional
Rodrigo Alvear
27725 Diehl Rd.
Warrenville, IL 60555
630-821-0234

Project Code: 29462 Job Reference Number: 88101-1

Item	Qty	Description	Sell	Sell Total
1	1 ea	**FOOD SLICER, ELECTRIC**	$5,962.64	$5,962.64
		Globe (Middleby) Model No. S13 (QUICK SHIP) Premium Heavy Duty Slicer, manual, 13" steel knife, top-mounted removable sharpener, knife cover interlock, kickstand, seamless anodized aluminum base, 1/2 HP knife motor, 115v/60/1-ph, 2.0 amps, NEMA 5-15P, cETLus, ETL-Sanitation, Made in USA (Replaces 3600N; with frozen option replaces 3600NF) (Ships within 1-2 days) Dimensions 32(h) x 32(w) x 32(d)		
	1 ea	Quick Ship items have limited configurations & that standard configuration may not apply. Contact factory for details		
	1 ea	2 year parts & labor slicer warranty, lifetime sharpening stones warranty, standard		
	1 ea	CORR Correctional Facilities Package, available for S13 and S13A slicers ONLY, tamper-resistant six-point star-shaped Torx® screw head external fasteners (comes with custom driver bit), slide rod and end weight are non-removable, FACTORY INSTALLED (pricing applies only at time of equipment purchase)	$259.60	<Optional>
		Lead Time: 1 week		
		Weight: 170 lbs total		
			ITEM TOTAL:	**$5,962.64**
			Total	$5,962.64

Quote Approval

By affixing their signature to this document, the undersigned hereby affirms the accuracy of the provided information. The signee acknowledges that all utilities and dimensions specified are compatible with the operational requirements at the designated facility. Furthermore, it is confirmed that the listed equipment is suitable for passage through doorways, hallways, and vestibules from the receiving area to the kitchen.

Initial: _____

In the event of equipment returns attributable to inaccuracies in utilities or measurements, the signee acknowledges the imposition of a manufacturer restocking fee, in addition to the applicable return shipping charges.

Receiving Policy and Guidelines:
Prior to signing for the delivery, it is crucial to thoroughly inspect and count all cartons. Note any shortages, damages, or problems on the delivery receipt. In case of visible damage, refuse damaged boxes by checking for crushed corners, wetness, or punctures. If the delivery includes equipment, inspect all parts before signing.

If a full inspection is not possible, please make a note on the bill of lading that you will inspect at a later time (within 24 hours of receipt).

For refused shipments, the customer is responsible for full freight charges and applicable fees in both directions, unless the refusal is due to shipment damage or a shipping error made by CooksDirect.com.

Most items are eligible for return within a 30-day period from the customer's receipt of the shipment. Depending on the manufacturer, a restocking fee of 15% to 50% may be applicable. Return freight charges may also apply based on the manufacturer's policy. For inquiries regarding specific return policies for a particular manufacturer or product, kindly reach out to our Customer Service team at 1-866-506-3048 or via email at customerservice@cooksdirect.com.

Please review the following criteria for returning an order:

1. Returned items must be unused, undamaged, and returned intact with original materials.
2. Special ordered or custom items cannot be returned.

Returns must be initiated within the first 30 days of receipt. Orders exceeding the 30-day return window are not eligible for returns through Cook's Direct. For product issues, please contact the manufacturer, as most large equipment is covered by a 1-year warranty.

Shipping & Delivery Information:
To ensure your order is processed in a timely manner please provide the following information along with your signature:

Delivery Address

Contact Name:

Phone Number:

Receiving Hours:

Receiving Dock Onsite (Y/N):
(If there is no dock onsite, additional fees for lift gate service may apply)

Forklift Onsite (Y/N):

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $5,962.64

Project Name: _____ AIA#: _____

Model #: _____ Location: _____

SIS#: _____ Item #: _____ Quantity: _____

Premium Heavy-Duty Manual Slicer

Precise - Powerful - Premium Construction

The all-new, heavy-duty S-Series line of premium slicers from Globe delivers ***precision, performance, industry-leading convenience, superior cleanability and lasting value****.*



S13

NEW! **Removable Knife makes cleanup easier while providing more operator protection**



MADE IN THE U.S.A.

REVIT

Intertek Intertek

AutoQuotes

Model

❑ *S13 (Standard Model)*

S13 Standard Features

- Patented anodized aluminum design & construction for quick and easy cleaning
- Patent-pending indexing system enables accurate and precise slice thickness adjustment up to 1-1/8"
- 13" steel knife with hardened edge provides quality slices and higher yield
- Tilting carriage accommodates up to 13.75" H, 8" dia., 11" W large products, like prosciutto, mortadella and bacon
- Advanced meat grip design for superior product hold
- 1/2 HP continuous use knife motor combined with the high efficiency knife drive system delivers optimum power
- No Voltage Release prevents inadvertent reactivation of slicer in the event of interlock or power interruption
- Interlock prevents slicer from operating without the knife cover in place
- Top mounted, removable grit stone sharpening system enables quick and easy sharpening and cleaning
- Kickstand to facilitate ease of cleaning

Warranty

- *Two year parts and labor*

Factory Installed Options

- ***NEW!*** KNIFE-RMV - Removable Knife includes removal tool
- ***NEW!*** CARRIAGE-RMV - Removable Carriage
- FRZN - Serrated knife in lieu of standard knife and additional modifications; for slicing product between 20° and 32° F
- CORR - Correctional Package
- SSK - Stainless Steel Knife in lieu of Carbon Steel

Optional Accessories

- *S-FENCE - Food Fence*
- *S-VEGHOP - Vegetable Hopper*
- *SC-LARGE - Slicer Sanitation Cover*
- *S-SLAWTRAY - Slaw Tray*
- *S-LEGS - 2.5" Extension Legs*
- *S-XDSLM - Extended Warranty*

To select factory-installed options and accessories, see back

Approved by: _____ Date: _____

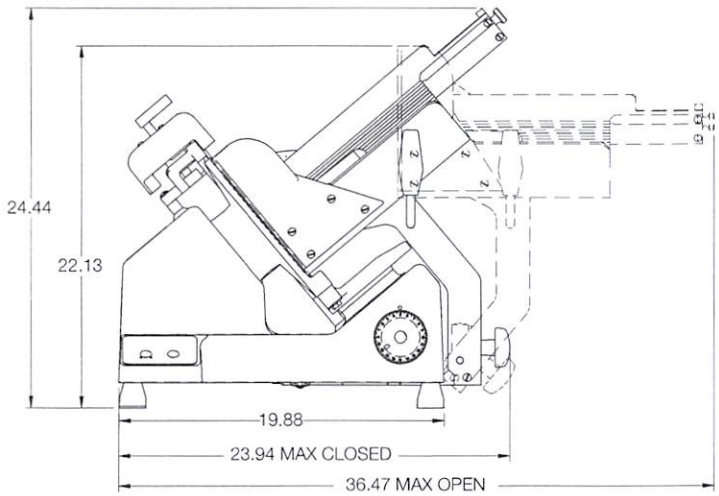
GLOBE FOOD EQUIPMENT COMPANY | Globe® Premium Manual Slicer S13

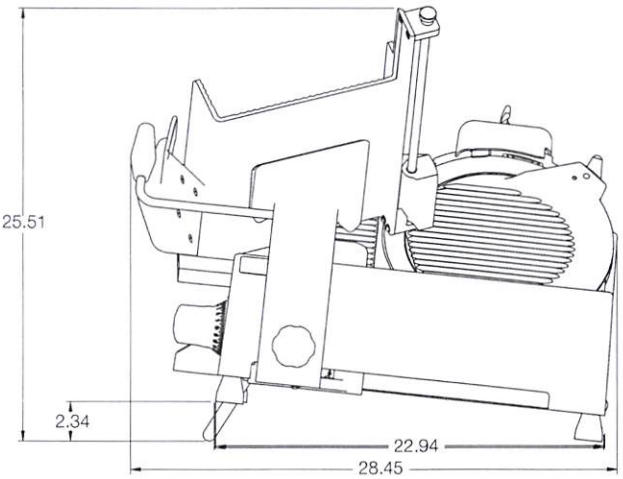
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Premium Manual Slicer

S13





UNIT: Inches

Drawings available through KCL. www.kclcad.com

SPECIFICATIONS

Model	Motor	Volts	Amps	NEMA Plug Type	Drive Type	Slicing Vol. / Day	Cheese Slicing	Blade Diameter	Max Slice	Product Cutting Capacity D (Diameter)	H (Height)	W (Width)
S13	1/2 HP	115-60-1	2	5-15	Poly-V Belt	All Day	0 Time 100%	13" (33.02 cm)	1-1/8" (2.857 cm)	8" (20.32 cm)	13.75" (35 cm)	11" (27.94 cm)
S13-05	1/2 HP	220-60-1	1	6-15P	Poly-V Belt	All Day	0 Time 100%	13" (33.02 cm)	1-1/8" (2.857 cm)	8" (20.32 cm)	13.75" (35 cm)	11" (27.94 cm)
S13-07	1/2 HP	220-50-1	1	CEE7/7	Poly-V Belt	All Day	0 Time 100%	13" (33.02 cm)	1-1/8" (2.857 cm)	8" (20.32 cm)	13.75" (35 cm)	11" (27.94 cm)

Cord & Plug: Attached 7 ft. flexible 3-wire cord with molded plug fits a grounded receptacle. ***Please specify desired plug configuration when ordering.***

DIMENSIONS | SHIPPING INFORMATION

Reinforced carton for shipping. The weight and dimensions of this reinforced carton are included below and may vary from shipment to shipment.
Shipped on a pallet. Freight class 85.

Model	Max Overall Dimensions	Net Weight	Shipping Dimensions	Shipping Weight
S13	36.47" W x 29.56" D x 25.51" H (92.63 cm x 75.08 cm x 64.8 cm)	114 lbs. (51.71 kg)	31.5" W x 31.5" D x 31.5" H (80 cm x 80 cm x 80 cm)	135 lbs. (61.24 kg)

FACTORY INSTALLED OPTIONS:

- ❑ ***NEW!*** KNIFE-RMV - Removable Knife includes removal tool
- ❑ ***NEW!*** CARRIAGE-RMV - Removable Carriage
- ❑ FRZN - Serrated knife in lieu of standard knife and additional modifications
- ❑ CORR - Correctional Package
- ❑ SSK - Stainless steel knife in lieu of Carbon Steel

OPTIONAL ACCESSORIES:

- ❑ S-FENCE - Food Fence
- ❑ S-VEGHOP - Vegetable Hopper
- ❑ SC-LARGE - Slicer Sanitation Cover
- ❑ S-SLAWTRAY - Slaw Tray
- ❑ S-LEGS - 2.5" Extension Legs
- ❑ S-XDSLM - Extended Warranty



KNIFE-RMV



CARRIAGE-RMV

Constructed of anodized aluminum with built-in control panel. 1/2 HP motor with overload protection and 13" hardened steel knife. Patent-pending indexing system with slice thickness adjustment up to 1-1/8". Top mounted removable sharpener with grit stone wheel and plate. Tilting carriage accommodates up to 13.75" H, 8" dia., 11" W large products. Slicer is ETL listed. No Voltage Release and Knife Cover Interlock. Two year parts and labor warranty.

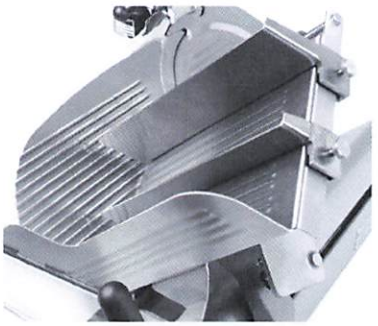
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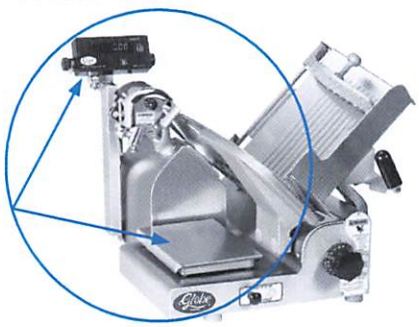
Globe Slicer Accessories and Options



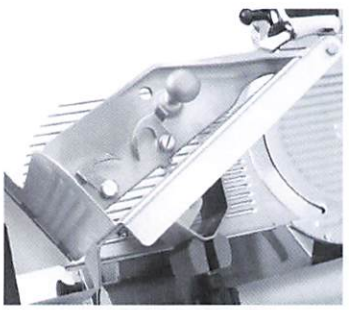
Vegetable Hopper (699-BAS)
- For slicing fruits, vegetables, lettuce for sandwiches, and cabbage for slaw
- Fits any Globe slicer
- 14"L x 7"W



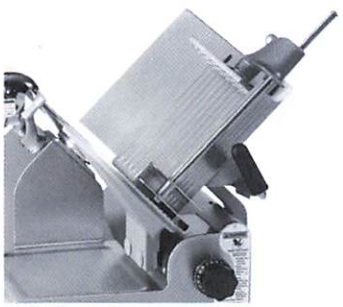
Adjustable Food Fences
- Helps hold round or rectangular products to ensure quality slices and high yield
- 1047 (12"L x 1 3/8"H)
  1326 (12"L x 3"H)



Portion Control Scale (PS13)
- Takes the guesswork out of slicing
- 10 lb. capacity x .01 lbs.
- Not a legal for trade scale



End Weight with Meat Prongs (PRONGS)
- Ideal for holding larger products in place while slicing
- Standard on Globe's automatic slicers
- For 3600P and 4600P only. (Must be stated on the purchase order when slicer is ordered.)



Front Mounted End Weight (FMEW)
- Features 16" of usable space for taller products
- End weight swivels to accommodate narrow or wide product
- Usable in conjunction with a food fence
- Specify if it is for a 3000P or 4000P series slicer when ordering



Lift Lever (LEVER)
- Lifts the slicer to an upright and tilted position
- Facilitates safe and easy cleaning
- Standard on Globe's automatic slicers
- For 3600P and 4600P only. (Must be stated on the purchase order when the slicer is ordered.)

GLOBE FOOD EQUIPMENT COMPANY

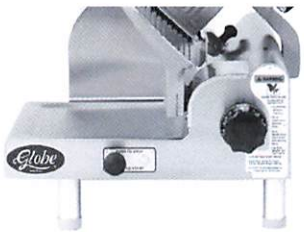
Globe Slicer Accessories and Options

precisely.

GLOBE FOOD EQUIPMENT COMPANY
www.globeslicers.com

2153 Dryden Rd.
Dayton, OH 45439
Phone: 937-299-5493
Phone: 800-347-5423
Fax: 937-299-4147

Globe Slicer Accessories and Options



Extension Legs (873-SET)
- 3" legs enables easy access below the slicer making cleanup fast and easy
- Set of 4 legs



Slicer Cover (SC-SMALL or SC-LARGE)
- Ensures slicer stays clean when it is not in use

Factory Installed Options

These options must be stated on the purchase order when the slicer is ordered.

High Moisture Environment Package (MEATROOM)
- Specific parts are specially treated to prevent damage due to moisture
- Helps protect slicer from corrosion caused by extreme moisture applications
- Ideal for meatrooms

Stainless Steel Blade (SSK)
- For high acid content applications as found in vegetable and fruit preparation
- Also recommended for tempered (semi frozen) meat cutting

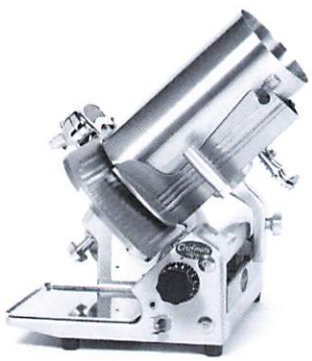
Prison Package (PRISON)

Globe offers the following modifications to its standard slicers in order to meet a typical prison specification.
- Removable sharpening assembly
- Slicer can be bolted down
- Food chute is bolted on
- Fasteners are Torx pin head tamper proof
- Inside support base of the slicer has been treated to prevent any oxidation in high moisture areas

Additional Accessories

- 15" food chute in lieu of 12" chute (LONGCHUTE)

Chefmate Slicer Accessories



Vegetable Hopper (A420VH)
- For slicing fruits, vegetables, lettuce for sandwiches, and cabbage for slaw
- Fits on the GC512 only
- 14"L x 7"W

GLOBE FOOD EQUIPMENT COMPANY
www.globeslicers.com
2153 Dryden Rd.
Dayton, OH 45439
Phone: 937-299-5493
Phone: 800-347-5423
Fax: 937-299-4147

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Specifications are subject to change without notice.

IV.2

Grants Department

TO: Board of County Commissioners
FROM: Kristian Price
DATE: September 24, 2024
SUBJECT: **Request Approval of First Renewal of Agreement with Johnson-Bassford Consulting to Provide Professional Grant Writing Services for One Additional Year Terming September 27, 2025 - Kristian Price**

See attached.

Prepared by Kaitlin Bentley
Last updated on 09/09/2024

ATTACHMENTS:

- Johnson Bassford Contract Amendment 1 Sept. 2024.pdf
- Contract with Johnson Bassford Consulting 9-26-23.pdf

FIRST RENEWAL OF AGREEMENT FOR

PROFESSIONAL GRANT WRITING SERVICES

WHEREAS, Curry County and Johnson Bassford Consulting, a New Mexico business, hereinafter referred to as "Contractor" previously entered into a contract on the 28th day of September 2023 pertaining to Professional Grant Writing Services for Curry County; and,

WHEREAS, the agreement ran for a period of one (1) year, from September 28, 2023 through and including September 27, 2024 with a right to renew for three (3) additional one-year terms; and,

WHEREAS, Curry County would like to continue using the services that have been provided by Contractor under and pursuant to the above referenced contract.

NOW, THEREFORE, BE IT RESOLVED that the Agreement for Professional Grant Writing Services executed by and between the parties on the 28th day of September, 2023 be and the same hereby is renewed to run from a period of time from September 28, 2024 through and including September 27, 2025 under the same terms and conditions as set forth in the original agreement dated September 28, 2022.

BE IT FURTHER RESOLVED that this is the first renewal of the original contract and the parties shall be free to renew the contract for an additional two (2), one-year terms upon mutual agreement of the parties.

JOHNSON BASSFORD CONSULTING

By: _____

Title: Owner

Date: 9-4-2024

COUNTY OF CURRY

By: _____
Lance A. Pyle
Curry County Manager

Date: _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT entered into this 28th day of September, 2023 by and between Curry County, a New Mexico Governmental entity whose address is 417 Gidding Street, Clovis New Mexico 88101, hereinafter referred to as "County", and Johnson Bassford Consulting, whose address is 3655 Research Drive, Las Cruces, New Mexico 88003 hereinafter referred to as "Contractor".

WHEREAS, Curry County is in need of a grant writer to perform services for local, state and federal grant funding assistance to Curry County and the rural communities of Texico, Grady and Melrose, with a focus on grant projects and applications for needed infrastructure and public spaces as well as other public service projects; and,

WHEREAS, Contractor has submitted a proposal to provide Grant Writing Services for Curry County in response to Request for Proposal No. 2023/24-01, and was selected as the Contractor as being deemed the most advantageous to the County; and,

WHEREAS, County and Contractor wish to enter into this contract to set forth the term's conditions of the services to be provided.

NOW THEREFORE, in consideration of the terms of the conditions set forth herein, the Parties mutually agree and stipulate as follows:

3. **Scope of Services**

Contractor's Proposal, attached hereto as Exhibit A, is hereby made a material part of this contract.

The initial phase of the contractual scope of service will be the development of a competitive funding plan which identifies the scope and nature of the projects for funding assistance.

A review of all recent grant funded projects, current planning efforts, infrastructure plans and maps for the service areas will be conducted. A review of all public services provided by each community and by the County will be performed. Meetings with key staff at the County and in each community, either virtually or in-person, will assist each community to clearly determine the needs and capacity for grant funding, and lead to the identification of vital projects which will make competitive and attractive proposals to receive funding.

Once the funding plan is developed, Contractor will work with key staff in each community to develop the necessary supporting materials typically needed for grant application development. This may include planning documents, i.e., masterplans, asset management plans, and risk assessments; the County's

Infrastructure Capital Improvement Plan (ICIP); any relevant and available budgetary financial information; community and County capacity information; recent external audits; matching funds information; and other critical information as needed. This will be used to develop "boiler plate" language for future grant applications which will serve the communities after the term of the services is completed.

Research will be conducted on each of the projects identified in the funding plan and a calendar of opportunities will be generated. The calendar will include the estimated lead time for the preparation of grant applications to ensure competitiveness. Being mindful of the short timeframe of funding for the scope of services, the goal will be to prepare draft application narratives and information for future funding opportunities with the key staff of the communities and County.

For funding opportunities open within the term of the grant assistance project, complete applications will be developed with the assistance of key staff from the communities and the County. A summary of each grant with the link to the grant webpage or Notice of Funding Opportunity (NOFO) shall be sent to the County Community Services Administrator for approval prior to contacting key County or Community staff. These applications must be submitted by the community or County. The Contractor is responsible for the majority of application components to include but not limited to, program narrative, budget, budget narrative and draft letters of support. The Contractor shall provide the grant application components to the County or community for submission no later than 72 hours prior to grant application deadline. Contractor shall provide all documentation related to submission of a grant i.e., maps, letters of support, application in a timeframe as agreed upon by both parties.

The scope of services described herein may include both virtual and in-person meetings.

Contractor shall provide weekly updates via email to the County outlining activities worked on, grant progress, summary of time, etc. Contractor shall keep the County aware of any issues with communication between contractor and key staff at the County and in each community. The Contractor shall notify the County of such issues within enough time to ensure there is no delay in the grant application process.

4. **Compensation**

County will pay to Contractor for all services under this Contract as follows:

For performance of the services described in this contract, the County shall pay the Contractor the compensation provided for in the Scope of Work section. Payment shall be made within thirty (30) days after the County's receipt and approval of the Contractor's monthly statement by the County Manager or designee of services and costs, prepared in such form and detail, and supported

by such documents as the County may specify such as meeting agendas, etc. All invoices must detail who performed the service, the time involved and the specific grant worked on or matter addressed. The Contractor Shall receive $90.00 per hour for the services described in this contract, plus applicable gross receipts tax.

If the Contractor is required to travel for services on behalf of the County more than 35 miles from its place of business, the Contractor shall bill for travel time at a rate of $45.00 per hour plus mileage. Mileage shall be calculated at the IRS Standard Mileage Rate for business. If reimbursement of meals or hotel expenses are authorized by the Board of County Commissioners or the County Manager, receipts shall be itemized and no alcoholic beverages will be reimbursed.

Contractor shall invoice County by delivering an itemized monthly invoice for services to Lance Pyle, County Manager or his/her designee at 417 Gidding Street, Clovis, New Mexico 88101. Within thirty (30) days of receipt Curry County shall tender payment to Contractor.

5. **Term and Schedule**

This Contract shall be for a period commencing September 28, 2023 and running through and including September 27, 2024 with the option to renew the contract for three (3) additional years depending on the availability of grant funding. The fee or compensation may be negotiated at the end of the first year period if the County takes the option to renew. The County reserve the right to terminate the contract at any time for non-performance with no less than a thirty (30) day written notice.

6. **Contractor**

Contractor acknowledges and agrees that the decision to use any contractor for the services describe herein is within the sole discretion of the County depending on the need for services, and that Contractor has no claim whatsoever for loss of services or breach of contract in the event the County decides to utilize the services of the secondary contractor to fulfill its needs on an emergency basis or otherwise.

7. **Compliance with Laws**

In providing the scope of services outlined herein, Contractor shall comply with all Federal, State and municipal or local laws, ordinances, and codes.

8. **No Joint Venture and Partnership**

Nothing contained in this Contract shall create any partnership, association, joint venture, fiduciary or agency relationship between Contractor and County. Except as otherwise specifically set forth herein, neither Contractor nor County shall be authorized or empowered to make and representation or commitment or to perform any act which shall be

binding on the other unless expressly authorized or empowered in writing.

9. **Assignment**

Contractor shall perform all the services under this Contract and shall not assign any interest in this Contract or transfer any interest in same or assign any claims for money due or to become due under this Contract without the prior written consent of County.

10. **Termination**

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

If, through any cause, Contractor fails to fulfill Contractor's obligations under this agreement in a timely and proper manner, or if Contractor violated any of the covenants, agreements or conditions of any part of this agreement, County shall have the right to terminate the agreement by sending notice to Contractor at the address listed in this contract. County reserves the right to recover any excess cost incurred to complete the work as set forth herein from any unpaid balance due to Contractor, pursuant to law, by collection against any professional liability insurance or any other legal method or remedy.

This agreement may be terminated by County for its convenience upon fifteen (15) days prior written notice to Contractor.

In the event of termination, as provided in this article, Contractor shall be paid as compensation in full for services performed to the date of such termination, provided such work is satisfactory to County.

11. **Insurance**

Contractor agrees to obtain and maintain in full force throughout the duration of this Contract, a general liability policy of insurance within a minimum coverage of $1,000,000 per occurrence, which specifically covers, and applies to the type and nature of work Contractor is performing for County under this Contract. The purpose of this insurance coverage is to hold harmless and indemnify County, as required in this Contract, from any and all claims, causes of action, demands or otherwise as may be asserted, made, alleged or filed against County or any of its employees, agents, representatives or properties for acts or actions of Contractor hereunder. Contractor shall obtain said insurance and provide County with proof of insurance as may be required at any/all times during the duration of this Contract and any extension thereof.

12. **Indemnity and Limitation**

Contractor hereby agrees to hold harmless and indemnify County, its

officers, agents, and employees from and against all liability, claims, damages. losses or expenses, including attorney's fees, arising out of or resulting from Contractor's and/or any of their sub- contractor's employees', agents', or officers' conduct, performance, act(s), error(s) or omission(s) relating in any manner whatsoever to this Agreement.

13. **Conflicts**

Contractor represents to County that the services to be provided to County pursuant to this Agreement are not in violation of or contrary to the terms and the provisions of the New Mexico Governmental Conduct Act, NMSA 1978, § 10-16-1 through 10-16-18. Contractor also agrees that in the performance of this contract shall comply with those terms and conditions set forth in said Governmental Conduct Act that apply or may apply to those services provided by Contractor to County pursuant to this Agreement.

14. **Disclaimer**

County, by entering into this contract, shall not assume or otherwise be held liable for any act or omission of Contractor or any of its agents, employees and/or representatives in their performance or fulfillment of the terms and obligations of this contract.

15. **Penalties for Violation Under Law**

In addition to the Governmental Conduct Act, 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.

16. **Force Majeure**

Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, fires, floods, sabotage, riots, wards, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

17. **Applicable Law**

Contractor, by submitting its response to County and entering into this contact, consents and acknowledges that this contract and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Contractor also stipulates and agrees that by submitting its response and doing business in Curry County, venue for any legal proceeding shall be in Clovis, in the Ninth Judicial District Court.

Contractor shall abide and be governed by all applicable state law, County

ordinances and laws regarding Contractor's services or any work done pursuant to this Contract.

18. **Breach**

In the event Contractor breaches any obligation contained in this Contract, prior to instituting any action or dispute resolution procedure, County shall give Contractor written notice of such breach. In the event Contractor fails to remedy the breach within five (5) working days of receiving such written notice, County, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy Contractor's breach and recover any and all costs and expenses in so doing from Contractor.

19. **Construction and Severability**

If any part of this agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this agreement so long as the remainder of the agreement is reasonably capable of completion.

20. **Discrimination Prohibited**

In performing the services required hereunder, Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

21. **Dispute Resolution**

In the event that a dispute arises between County and Contractor under this Contract, or as a result of breach of this Contract, the parties agree to act in good faith to attempt to resolve the dispute.

In the event of termination, Contractor shall be compensated for all services performed and costs incurred up to the effective date of termination for which Contractor has not been previously compensated.

Upon receipt of notice of termination from County, Contractor shall discontinue the services unless otherwise directed and upon final payment from County deliver to County all data, reports, summaries, and such other information and materials as may have been accumulated by Contractor in the performance of this Contract.

22. **Notification**

All notice required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

Curry County
Lance Pyle
417 Gidding St., Ste. 100

Clovis, NM 88101
lpyle@currycounty.org
Phone: (575) 763-6016
Fax: (575) 763-6356

Johnson Bassford Consulting
Amy Johnson Bassford
3655 Research Dr.
Las Cruces, NM 88003

23. **Scope of Contract**

This Contract incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have beenmerged into this written Contract. No prior agreement or understanding, verbal or otherwise, of their parties or their agents shall be valid or enforceable unless embodied in this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract.

Curry County:

Lance A. Pyle
By: Lance A. Pyle
Its: Manager
9/26/2023
Date

Johnson Bassford Consulting

Owner
9/20/2023
Date

Approved as to Legal Form:

Daniel J. Macke, County Attorney

RESPONSE TO RFP NO. 2023/24-01

COUNTY OF CURRY

GRANT WRITING AND CONSULTING SERVICES

AUGUST 15, 2022 – 2:00PM

RESPONDENT:

Johnson Bassford Consulting, LLC
3655 Research Dr., Las Cruces, NM 88003
(575) 286-0315
amy@johnsonbassfordconsulting.com

JOHNSON BASSFORD CONSULTING

August 10, 2023

Curry County Administration
217 Gidding St., Suite 100
Clovis, NM 88101
ATTN: Finance Department/Procurement Office

RE: Curry County RFP 2023/24-01 Grant Writing and Consulting Services

Dear Review Team:

Thank you for the opportunity to submit a proposal for the RFP for Curry County to provide Grant Writing and Consulting Services for the upcoming fiscal year. As the current consultant for Curry County, I have come to know and love the communities in your County and can provide a range of services to aid the County and rural communities in strategic growth and quality of life improvements.

With a 20-year history in all aspects of non-profit and governmental grants, I bring a depth of knowledge to the project that can translate into increased capacity for the rural communities and departments within the County. Johnson Bassford Consulting, LLC was created to help municipalities, local governments, and others develop strategic grant fund planning, competitive grant applications, and after award management. Realizing that local governments are often the key to individuals and families achieving their desired quality of life, Johnson Bassford Consulting focuses on local communities and increasing their ability to deliver wide-ranging, critical services to their communities.

Experienced in multiple types of grants, with a focus on infrastructure, Amy Johnson Bassford as the owner brings experience in small non-profits as well as medium sized governments. During her tenure at the City of Las Cruces as the Grant Manager she was able to assist in bringing in $209M for City services and facilities through 406 grant awards. This experience, along with her non-profit work in the arts and domestic violence services, allows her focus on those projects that can provide the most benefit to a community.

Curry County, like many of the rural communities of New Mexico, has unique features and strengths that make it a perfect partner for many funders. I look forward to continuing to create competitive grant applications for critical projects that meet the strategic plans and goals of the County. Thank you for your consideration.

Johnson Bassford Consulting
AMY JOHNSON BASSFORD,
Owner

(575) 286-0315 amy@johnsonbassfordconsulting.com 3655 Research Dr., Las Cruces, NM 88003

JOHNSON BASSFORD CONSULTING

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REQUIRED FORMS & SIGNATURES

1. *Mandatory Notice to Owner of Intent to Propose*
2. *Cost Response Form*
3. *Offeror's Response Form*
4. *Execution of Proposal Form*
5. *Offeror's Certification and Non-Collusion Affidavit*
6. *Offeror's Information Form*
   Business License
   W-9
   Options, Exceptions or Variations
7. *Campaign Disclosure Form*
8. *Resident / Veterans Preference Certification*
9. *Notice of Addendum #1*

CONFIDENTIAL FORMS

Proof of Insurance

Johnson Bassford Consulting, LLC proposes the following scope of services for local, state, federal, and foundation grant funding assistance to Curry County and the rural communities of Grady, Melrose, and Texico. The primary focus of the services will be to build upon the Curry County Grant Funding Plan created by Johnson Bassford Consulting and presented to the Curry County Commission on June 26, 2023.

SECTION 1: QUALIFICATIONS AND REFERENCES

a. Key Personnel:

Johnson Bassford Consulting, LLC is a single member limited liability company with Amy Johnson Bassford as the owner and only staff member. A complete resume is attached to this section.

With 20 years of grant experience for both non-profit organizations and municipal government, Ms. Johnson Bassford brings a depth of experience in all phases of grant funding from research and application to grant management and close-out. Specializing in New Mexico Legislative Capital Outlay funding and infrastructure projects, she has also been instrumental in organizations in both Las Cruces and rural areas receiving funding for the arts, domestic violence, and all aspects of municipal government. Local government funded projects include parks, museums, libraries, streets and roads, transit, airport, and economic development. Experienced in professional development training for over 16 years, providing on-point trainings in multiple areas including grant development, research, and administration, as well as other topics.

Ms. Johnson Bassford began her grant funding journey as the Executive Director of the Doña Ana Arts Council in Las Cruces, NM where she secured the final funding needed to renovate the last remaining two-story adobe movie theatre in the County, now on the National Register of Historic Places. She oversaw the renovations of the building into a multi-media performance hall. During her tenure she applied for, received, and administered a number of grants from local and state government agencies, as well as local, state, and national foundations.

After leaving the Arts Council, she was responsible for all development efforts at the local domestic violence service agency in Las Cruces, NM, La Casa, Inc., which served all of Doña Ana County and had a satellite office in rural Anthony, NM. Ms. Bassford served as the Development Director initially and was promoted Assistant Director, where she oversaw the administration of the agency. The annual grant portfolio was $1.7M of the $2.5M annual budget for the agency; and she was responsible for all grant project research, development, applications, and administration of grants received.

In time, Ms. Johnson Bassford, realized her passion was in grant project development and strategic planning, as well as writing. Moving to the City of Las Cruces as a Grants

and Contract Compliance Specialist she worked with eight departments across the City organization to research, create, write, and submit grant applications. She was promoted to the Grant Manager and oversaw the City's entire grant process to include research, development, application submission, and award processing for all grants received by the City over 15 plus departments. She developed a specialization in New Mexico Legislative Capital Outlay funding and various infrastructure funding for the transit system, airport, and public works departments. Additionally, she conducted annual training for City staff on grants development and implementing and administering grant funding, as well as other trainings to support the Grant Administration Office. From FY2017 to 2023, the Grants Administration Office submitted an annual average of 72 grant applications for both operating and capital projects for an annual average of $64.9M in requests. A conversion rate of 80.86% was achieved as an annual average rate during the seven years, averaging annually 58 awards for an annual average of $29.9M, and an average grant size of $515,517.

After leaving the City of Las Cruces in December 2022, Ms. Johnson Bassford opened Johnson Bassford Consulting, LLC with the goal of focusing on grant development and strategic planning to aid municipalities and governmental units in researching grant opportunities, developing competitive grant applications, and assisting in securing critical funding for projects to advance the services in the community. A contract with Curry County was started in February 2023 and continues through August 31, 2023. During the contract period, a comprehensive Grant Funding Plan was developed for the County, as a whole, and for each of the rural municipalities. Five grants were applied for, with two awarded, two pending, and one denied. Relationships with the key staff of each community – Grady, Melrose, and Texico – were developed during the process to identify both short and long-term needs. Additionally, Johnson Bassford Consulting, worked with a local meat processor in Portales to submit a grant for additional equipment from the USDA, and that grant application is pending a decision.

JOHNSON BASSFORD CONSULTING

Amy Johnson Bassford

PROFESSIONAL EXPERIENCE

- **16 + Yrs. Supervisory and Multiple Program Management**
- **30 + Yrs. Leadership in Diverse Work Settings**
- **20 + Yrs. Community Activities & Public Presentations**

Owner, Johnson Bassford Consulting, Las Cruces, NM, February 2023 to Present

- Provide customized grant consulting services to government entities to aid in planned growth and an increased quality of life for their residents. Services include grant strategic planning, research, application development, and award management.

Grants Manager, City of Las Cruces, Las Cruces, NM, October 2017 to December 2022

- Administer and oversee the development of all grant applications and compliance of grant awards for the City; with a $50M grant portfolio and approximately 100 applications annually.
- Developed Peak Performance goals for section, which was previously in the City Manager's Office, and now in Finance Department. Consistently exceed goals for last three years.
- Maintain high level of customer service with all departments and adjust procedures to effectively assist both management and staff of City departments with grants.
- Assist all departments of City with annual strategic funding planning including for NM Capital Outlay, federal appropriations, and state/federal competitive funding opportunities.
- Research and write large competitive grants for capital improvements and operations.
- Developed multiple grant training programs for City Staff to understand how to plan grant projects and implement state and federal grant awards. Maintain working knowledge of federal and state regulations and grant guidelines.
- Supervise two Grants Administration professional staff members. Oversee section budget and purchasing. Overseeing various consultants hired to assist in the research and development of grant applications.
- Liaison between the City Manager and departments with state and federal lobbyists, as well as congressional offices. Developed process by which the City identifies and prioritizes capital projects for NM Legislative funding and federal Congressionally Directed Spending.
- Liaison with community group leaders for state funding which the City will oversee as fiscal agent. Ensure projects are implemented following state regulations and fiscal agreements.
- Develop policy and procedure for the Grants Administration Section.
- Provide technical assistance on grant application planning and development, and grant award compliance to all departments. Developed a deep understanding the departments of the City and understand major programs including, but not limited to, Quality of Life, Public Works, Parks & Recreation, Police and Fire. Have developed strong working relationships with all department leaders and staff.
- Advise City management on the appropriate options for grant applications, awards, and challenges that arise from grant funding.
- Present information and Resolutions for approval to City Council regarding grant funding, federal regulations, and decisions on capital grant projects.

PROFESSIONAL EXPERIENCE (CONT.)

- Assist City departments in annually budgeting process for ensuring sufficient match fund budgeting and grant balance carryover budgeting. Approve carryover budgets in collaboration with Budget section. Set up accounts in financial system in collaboration with Accounting section.

Grant and Contract Compliance Specialist, City of Las Cruces, Las Cruces, NM, June 2015 to October 2017

- Responsible for grant functions for five key departments in the City including Quality of Life, Parks & Recreation, Economic Development, Public Works, and Utilities to include researching grant opportunities, writing, preparing and submitting grant proposals, processing grant award documents, and ensuring compliance with grant contracts during grant implementation.
- Assisted City Manager's Office in development of Council Grant Administration Policy.
- Presented Council Resolutions regarding grants to City Council on a monthly basis.
- Liaison to consultant hired to develop a Strategic Funding Plan for the City focused on grant funding; and then oversaw same consultant to research and develop grant applications.
- Responsible for compliance and reporting of grant contracts for NM State Legislative funding.
- Responsible for re-implementation of grant module in Munis financial software system, and member of the Project Ledger implementation team for Munis. Provided advice and guidance for efficient use of modules.

Assistant Director, La Casa, Inc., Las Cruces, NM, December 2009 to June 2015

- Responsible for the administrative and development functions of La Casa, a non-profit organization providing services to victims of domestic violence and their families.
- Manage and supervise maintenance, accounting, receptionist, prevention awareness/education, and IT functions of organization, supervising up to 12 staff members. Supervise the activities of the Border Servant Corps Volunteer, as agency's adult education specialist; and the VISTA Volunteer, providing development and public presentation assistance.
- Manage all grant applications for corporate, foundation, state, local and federal grants; with a portfolio of approximately $1.7M in a $2.5M annual organization budget. Ensure compliance and reporting requirements of awards are completed accurately and in a timely manner. Liaison between the organization and grant funders on award implementation.
- Work with local legislators and state-wide coalitions to promote the issues of domestic violence. Lobby state legislators on capital funding and promoting domestic violence legislation.
- Assist in development of private donor gifts, planning and implementation of fundraising activities; and served as liaison to community groups
- Provided assistant to the Executive Director to revise programming goals and procedures, evaluate effectiveness of programs, and ensure efficient operation of multiple areas of the organization.
- Promoted from Grant Writer/Manager and Development Director in June 2011.

PROFESSIONAL EXPERIENCE (CONT.)

Grant Writer, Self Employed, Las Cruces, NM, June 2008 to November 2009

- Contracted with local non-profit organizations to research, write, and apply for grants for operational, programming and capital expenses.
- Wrote over 45 grants to private foundations and government agencies from June 2008 to November 2009 – funded for over 53% of requests.

Executive Director, Doña Ana Arts Council, Las Cruces, NM, June 2003 to April 2008

- Responsible for the overall administration and management of the organization; managing a budget of approximately $500,000.
- Handled all personnel matters, managing 5 plus staff, and ensuring a variety of programs for arts education, performance, visual art shows, and festivals were implemented successfully.
- Researched and prepared grant applications and monitored the contracts and compliance.
- Project manager for the renovation and building contracts for the restoration of the Rio Grande Theatre. Opened the restored building in September 2005.
- Oversaw the rental, technical aspects and management of the Rio Grande Theatre building.
- Ensured committees of the Board of Directors operated efficiently, accomplished goals; and acted as an ex-officio member of the seven primary committees.
- Managed the Renaissance ArtsFaire and other fundraisers for the organization.
- Developed strategic plans, policies, and procedures for the organization.
- Made public presentations about the organization in the community; and developed, strengthened, and maintained relationships with other community arts organizations.

Assistant Vice President, Compliance Officer, Matrix Capital Bank, Las Cruces, NM, May 2001 to June 2003

- Responsible for the overall administration of the corporate compliance program for a bank with $1.6 billion in assets.
- Researched, developed and oversaw the implementation of all policies and procedures.
- Conducted internal audits and oversaw the federal examinations of the compliance, Community Reinvestment Act, and the information technology functions of the bank.
- Chaired the 18-person Compliance Committee and 10-person Information Technology Committee.
- Assisted the Operations Department in projects relating to new computer programs, loan servicing performance improvements, and customer service issues.

Assistant Vice President, Compliance Officer and Marketing Director, Community First National Bank, Las Cruces, NM, November 1991 to May 2001

- Responsible for the administration of the corporate compliance program and training for all area branches. Oversaw all compliance audits and federal examinations.
- Assisted in the development of annual budgets for the local banks with assets of $1.5 million.
- Corporate trainer for Referral & Retail Selling, On-line Banking, and Respect & Harassment in the Workplace.
- Developed and conducted other training for compliance, sales, and bank procedures.

PROFESSIONAL EXPERIENCE (CONT.)

- Responsible for all marketing, advertising, donations, and community activities.
- Coordinated several aspects, including marketing, for the acquisition of the Bank. Community First National Bank acquired Western Bank in July 1998.
- Assisted in the development of a direct mail company as a subsidiary in 1992.
- Promoted from Executive Assistant in 1994.

Additional Experience:

- Includes 4 years in hospitality industry and 2 years at LC Chamber of Commerce

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EDUCATION

BBA – Management, New Mexico State University, Las Cruces, New Mexico, 1986

Additional Education:

- Various Grant Management & Writing Courses – 2004 to Present
- NM Coalition Against Domestic Violence, 40-Hour DV Advocate Training, August 2012
- Strategic Fundraising, The Grantsmanship Center, December 2003
- Dale Carnegie Course, Las Cruces, NM, 1997

ORGANIZATIONAL ACTIVITIES

- **Foundation for Las Cruces Museums,** 2008-2009
- **Doña Ana Arts Council,** 1996-2002 – President 1997-1998
- **NM Business & Professional Women,** 1995-2006 – State President, 1996-1997
- **Las Cruces Business & Professional Women,** 1989-2006
- **Rio Grande Rotary,** Executive Secretary, 1994-2000 (paid position)

b. References:

The following references can discuss the work Ms. Johnson Bassford has done in the field of grant funding (also provided on the required Reference Form)

1. Ifo Pili, City Manager, City of Las Cruces, 700 N. Main St., Las Cruces, NM – (575) 541-2076 – ipili@las-cruces.gov
    - Employed as Grants & Contract Compliance Specialist for 2 years and Grant Manager for 5.5 years.
    - Oversaw an annual grant portfolio of $50M plus, with an annual submission of 75 to 100 grant applications. Total awards during the 7-year period were $209.3M through 406 grants.

2. Rosalinda Natividad, CEO & Founder, Incite Network, Medical Center of the Americas Foundation Bldg., 5130 Gateway Blvd E, Suite 110, El Paso, TX 79905 – (915) 783-7706 – rosalinda@inciteconsultancy.com
    - Liaison to Incite Network during their work with the City of Las Cruces for grant consulting services and strategic planning from 2016 to 2022.
    - Developed multiple grants in collaboration with Incite on behalf of the City of Las Cruces.
    - Oversaw the work of Incite for the ARPA Allocation on the portion awarded to local non-profits in response to the COVID-19 Crisis.

3. Dr. Griselda Martinez, Founder & CEO, Ascendo Strategies, 3655 Research Dr., Bldg. C, Las Cruces, NM 88003 – (575) 805-0607 – griselda@ascendostrategies.com
    - Worked with Dr. Martinez at the City of Las Cruces during her tenure as Deputy Economic Development Director and Economic Development Director from 2017 to 2021.
    - Developed multiple grant applications for the CLC Economic Development Department to further the goals of the department. Assisted in processing NM State Economic Development Department LEDA grants for local companies; and additional City sections under Economic Development included the Las Cruces International Airport, Las Cruces Downtown, and Sustainability.
    - Provided editing services for Ascendo Strategies on economic development grants during 2023.

PROPOSAL FORM
OFFEROR'S REFERENCE FORM
RFP #2023/24-01 GRANT WRITING AND CONSULTING SERVICES
DUE DATE: AUGUST 15 , 2023

All references must be from customers for whom your company has completed work similar to the specifications of this bid and have a valid email address. Attach additional page if necessary. **Must have a valid email address.**

References for: Johnson Bassford Consulting, LLC
(Company Name)

1. Company City of Las Cruces
Street Address 200 N. Main St.
City, State & Zip Las Cruces, NM 88001
Contact Person Name Ifo Pili, City Manager
Phone 575-527-2097 FAX N/A Email ipili@las-cruces.gov
Describe Scope of Work and dates of project/service: Employed at the City of Las Cruces as Grant Contract & Compliance Specialist from 7/1/2015 to 11/1/2017; promoted to Grant Manager 11/1/2017 through 12/1/2022. Responsible for all grants for City.

2. Company Incite Network
Street Address 5130 Gateway Blvd E, Suite 110
City, State & Zip El Paso, TX 79905
Contact Person Name Rosalinda Natividad, Founder & CEO
Phone 915-783-7706 FAX N/A Email rosalinda@inciteconsultancy.com
Describe Scope of Work and dates of project/service: Worked with Incite Consultancy during contract with City of Las Cruces as the liaison for the City from 2016 to 2022. Developed multiple grants with Incite on behalf of the City of Las Cruces.

3. Company Ascendo Strategies
Street Address 3655 Research Dr., Bldg. C
City, State & Zip Las Cruces, NM 88003
Contact Person Name Dr. Grisdelda Martinez, CEO & Founder
Phone 575-805-0607 FAX N/A Email griselda@ascendostrategies.com
Describe Scope of Work and dates of project/service: Worked with Dr. Martinez at City of Las Cruces from 2017 to 2021 and developed grants for the City's Economic Development Dept. Provided grant editing services for Ascendo Strategies in 2023.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

SECTION 2. OFFERORS CAPABILITIES

a. Identification & Preparation of Grants

Ms. Johnson Bassford has effectively worked in the field of grant research and application development for 20 years. During the first twelve years, her focus was on non-profit funding and was funded from local, state, and federal foundations, the State of New Mexico, and the federal government. Examples of these funded grants include: HUD and NM Legislative Capital Outlay funding for the renovation of a historic threatre in downtown Las Cruces; HUD funding for increasing services to victims of domestic violence and CDBG funding for housing of victims of domestic violence. Due to the size of the organizations, the number of grant applications and awards numbered less than 10 annually for each organization.

During her tenure at the City of Las Cruces, Ms. Johnson Bassford, assisted 15 different City departments with identifying funding needs, researching opportunities, and strategically applying for grants to further the department's mission to the residents of Las Cruces. Examples of the funders applied to and award from are as follows:

- Infrastructure Grant grants applied for and/or awarded include:
  - Grants for roads and streets to include the annual state grant opportunities through NM Department of Transportation (NMDOT) – Local Government Road Fund, Municipal Arterial Program, Transportation Alternative Program, Transportation Project Fund, and Recreational Trails Program; federal funding through US DOT TIGER/RAISE, as well as funding for the Metropolitan Planning Organization housed within the City.
  - Federal grants for transportation services included for the Roadrunner Transit System through Federal Transit Administration including $28M for the construction of the Maintenance & Operations Facility, rolling stock, $5M for the addition of electric buses for the fleet, and operating expenses. Grants for the Las Cruces International Airport were submitted and awarded through the Federal Aviation Administration for capital improvements and operating. NMDOT provided grant opportunities and funding for both.
  - Grants for improvements to City buildings, facilities, and recreation areas included applications for NM Legislative Capital Outlay, Congressional Directed Spending, and other federal agencies such as the National Park Service.
  - Federal funding for improvements to the gas lines from US DOT.
- Parks & Recreation Improvement grants applied for and/or awarded include:
  - Annual state grant opportunities through NM Department of Transportation (NMDOT) – Transportation Alternative Program, and Recreational Trails Program Fund, Rio Grande Trail Commission, Trails Plus, NM DFA's Regional Quality of Life Recreation Grant; federal funding through US Park Services

Land & Water Conservation Fund and Land & Water Conservation Legacy Fund, the Department of Interior-Bureau of Reclamation; Bureau of Land Management, and foundation support from Paso del Norte Foundation, US Soccer Foundation, and AARP-FitLot. Additional capital improvements for Parks & Recreation facilities include the NM Legislative Capital Outlay funding.

- Operating grants for parks and recreational facilities include: NM Department of Health, NM Children Youth & Families Department, AARP-FitLot, NM Youth Conservation Corp, NM Keep America Beautiful, Paso del Norte Foundation, and Apache Tree Corporation.

- Museum, Library, Senior Services, and Historic Preservation grants applied for and/or awarded include:
  - Grants for Museums included operating expenses for exhibits and programming from federal funding through the National Endowment for the Humanities and the National Endowment for the Arts, Institute for Museums & Library Services; and foundation funding from the Luce Foundation, Franklin Institute, Museum of Science, and Smithsonian Institute.
  - Grants for Library operating expenses include annual allocations from NM State Library, and NM State General Obligation Bonds for Libraries, as well as federal funding from the Institute of Museum & Library Services and National Endowment for the Arts – Big Read, and foundation funding through the American Library Association.
  - Grants for Senior Services included the federal Older Americans Act Funding and state funding provided through the NM Aging & Long-Term Services Department; as well as Meals on Wheels America and the Stocker Foundation. Capital improvements to Senior Centers through NM Aging & Long-Term Services Department.
  - Historic Preservation funding for programming through state NM Department of Cultural Affairs—Historic Preservation Division, NM Arts Division, and NM Main Street Program.
- Public Safety Assets and Operating grants applied for and/or awarded include:
  - Grants for Fire Department apparatus and equipment included federal funding through FEMA-Assistance to Fire Fighters, and state funding through NM Department of Homeland Security and Emergency Management and NM Fire Marshal. Funding for operating and training included federal funding through FEMA—Assistance to Fire Fighters grants, Emergency Food & Shelter Program, Substance Abuse & Mental Health Services Administration, and COVID CARES funding.
  - Grants for Police Department equipment included federal funding from the DOJ Edward J. Byrne Grant and DOJ-Community Oriented Policing De-escalation funding. Funding for operating and special programs including federal funding through DOJ-COPS Hiring and FEMA-Homeland Security Stonegarden, state

funding through NM Crime Victims Reparation Commission, NMDOT Traffic Safety Division, NM DFA's Law Enforcement Hiring, and foundation funding through NMSU Foundation.

- Federal funding for drug enforcement through Office of the President-National Drug Control Policy for High Intensity Drug Trafficking Area. Includes both equipment and operating expenses.

- Economic Development and Other Governmental Services grants applied for and/or awarded include:
  - Grants for Economic Development for federal funding from the Economic Development Administration and state funding through the NM Economic Development Department for Local Economic Development Act funding, Local Economic Assistance Development Support, and NM Main Street.
  - Federal funding through the Community Development Block Grant as an entitlement community.
  - State funding to support tourism through NM Tourism Department and Convention Center through NMTD-COVID funding.
- During FY2022 at City of Las Cruces oversaw the research, application development and submission of:
  - 27 federal grants for a total of $65.2M with a conversion rate of 81% for total number of awards of 22 for $20.6M.
  - 41 state grants for a total of $16.7M with a conversion rate of 88% for a total number of awards of 36 for $12.3M.
  - 4 foundation grants for a total of $52,030 with a conversion rate of 75% for a total number of awards of 3 for $30,030.
- Rural Assistance grant grants applied for and/or awarded include:
  - For Curry County submitted for federal funding to USDOT RAISE program, Safe Streets for All program, Rural & Tribal Assistance Pilot Program for roads and planning projects; and to NM Behavioral Health Purchasing Collaborative/Human Services Department for County Detention Center.
  - For Melrose, NM submitted to the NM Environment Department for solid waste facility improvements and in the process of submitting to the NM Tourism Department.
  - For Portales Meat Processing Company, submitted grant application for additional equipment to USDA for processing plant in Muleshoe, TX.

b & c. 5 Funded Grants and Contact Information

Funding Agency	Purpose	Amount Requested	Amount Awarded	Contact Information
Federal Transit Administration	Construction of Maintenance & Operations Facility	$33 M Through Multiple Requests	$28 M Combing Multiple Grant Awards	Mike Bartholomew, Transit Administration, CLC – mbartholomew@las-cruces.gov 575-541-2500
New Mexico Dept of Transportation – Aviation	Implementing Regional Air Service	$3.5 M	$3.5 M	Andy Hume, Las Cruces International Airport Administrator, CLC – ahume@las-cruces.gov – 575-541-2471
New Mexico Aging & Long-Term Services Department – Capital Outlay/General Obligation Bond Funding	Expanding Senior Center for Recreation Space	$3.28 M Total of 3 Requests	$3.28 M	Rebecca Slaughter, Quality of Life Deputy Director, CLC – rslaughter@las-cruces.gov – 541-2048
US Dept of Transportation – Gas Infrastructure & Modernization	Upgrading Gas Lines Throughout System	$17.4 M	$10 M	Ifo Pili, City Manager, CLC – ipili@las-cruces.gov – 575-541-2076
US Department of the Transportation – NM Department of Transportation – Recreational Trails Program	Add to City-wide Trail System Along Laterals	$430,617 – Initial Request	$505,873 – Subsequent Increases During Project	Cathy Matthews, Landscape Architect, CLC – cmathews@las-cruces.gov – 575-541-2592

d. Current Projects

Currently under contract with Curry County to provide grant consulting services, which includes research, project development, grant writing, and assistance with the grant process and Director of Community Services. Currently in process are the following grant assistance projects:

- Research for grant opportunities in alignment with the Grant Funding Plan for the County, Grady, Melrose, and Texico – on-going through term of contract.
- Submission of a grant application for technical assistance to the NM Tourism Department Rural Pathways program for development of a tourism route through Melrose, NM – 70% complete.

- Submission for federal funding from the US DOT Rural and Tribal Assistance Pilot Program for the initial study phase of the reconstruction of CRP/Q roadway – 90% complete.
- Development and submission of projects for the senior center facilities in Texico and Melrose to the NM DFA Infrastructure Capital Improvements Plan – 25% complete.
- Completed Grant Funding Plan with calendar for the next 18 months for the County, Grady, Melrose, and Texico. In process of assisting rural communities and the County with implementing aspects of the plan.

SECTION 3. FEES

a. *Hourly Rate for Services*

- Updates to the Grant Funding Plan, grant opportunity research, and grant application development aspects of the proposal will be billed at a flat rate of $110 per hour, plus NMGRT.
    - Please note, the per hour service rate when in-person meetings are required will only be charged once arrived in Clovis, NM, and for the duration of the actual meetings or work to be accomplished on-site.
- Training will be provided at $400 per 2-hour session, plus NMGRT. Includes training preparation and take away information for attendees. Longer sessions can be negotiated. Curry County GRT will be added to training costs. Available through remote Zoom meetings or in-person (travel rates will apply).

b. *Travel Expenses*

- Travel to and from in-person meetings will be billed at the actual cost of lodging, the GSA New Mexico daily per diem, and mileage at the current IRS rate. A minimum of two nights lodging will be required for Curry County. All expenses will have Curry County GRT added.

c. *Other Expenses*

- Reimbursable expenses would include any fees or charges associated with obtaining records needed for support of a funding application, and will be billed at the actual cost of records, plus GRT.
- Maps, diagrams, and other grant application attachments will be provided by the entity.
- All deliverables will be in a digital format.

SECTION 4. PROJECT APPROACH

a. Project Approach

The services will build upon the Curry County Grant Funding Plan presented to the Curry County Commission on June 26, 2023 created by Johnson Bassford Consulting, LLC. The identified projects in the plan will be further developed to create "grant ready" project descriptions and scopes in order to be ready to apply for applicable funding through local, state, and federal grant opportunities, as well as foundations. The Grant Funding Plan will be updated throughout the course of the term of the agreement, by updating the needs in each community, adding new potential funding sources for identified projects, and adding new projects as identified. An updated plan will be prepared and distributed annually.

On a regular basis, a review of all recent grant funded projects, current planning efforts, infrastructure plans, and maps for the service areas will be conducted. A review of all public services provided by each community and by the County will be performed. As the Curry County Grant Funding Plan is updated, collaboration with the staff in Grady, Melrose, and Texico will occur to ensure projects that could be funded through grants are identified and the appropriate project information is developed.

Create, access or receive the necessary supporting materials typically needed for grant application development in collaboration with County department staff and the contact individuals for each of the rural communities of Grady, Melrose, and Texico. This may include planning documents, i.e., masterplans, asset management plans, and risk assessments; the County's Instructure Capital Improvement Plan (ICIP) once submitted in late summer; any relevant and available budgetary financial information; community and County capacity information; recent external audits; matching funds information; and other critical information as needed. This will be used to develop "boiler plate" language for future grant applications which will serve the County and communities in the future.

Research will be conducted on each of the projects identified in the Curry County Grant Funding Plan and the calendar of opportunities will be updated regularly. The calendar will include the estimated lead time for the preparation of grant applications to ensure competitiveness.

Additional needs and scope of work determination will be done with the individuals in various County departments that do or can utilize grant funding to expand their services to the community. Individual meetings will be held with these staff members to explore a variety of project needs, including those that may not be recognized as being eligible for grant funding. Generally, having discussions with staff on the services and programs they offer will lead to a need that can be grant funded. The same will be done with the key contacts and staff members of the rural communities.

For example, during the contract period with Curry County, a recent visit with the County Fire Marshal and a tour of the volunteer Fire Departments generated a number of projects that could be grant funded. This was also true during meetings with the Mayor of Melrose and Council, the Melrose Senior Programs staff, the Clerk and Council in Grady, and the Clerk and Senior Programs staff in Texico. Various meetings with the Road Department have created a number of viable projects that could be pursued and may be eligible for grant funding. Additionally, had the opportunity to meet with the Undersheriff and discussed a variety of needs and potential service expansion ideas that could be grant funded. The remaining departments at the County will be met with and similar discussions held going forward.

As noted above, Johnson Bassford Consulting has also provided services to a meat processing company headquartered in Portales, New Mexico. This provided a good opportunity to learn about the ranching industry in eastern New Mexico, as well as the challenges this industry faces.

b. Procedures for Identification of Grant Opportunities

Once the needs and specific projects are identified, the project will go on a list that is maintained by Johnson Bassford Consulting and shared with the County's Grant Administrator. Examples of data sources for available funding are: grants.gov, the Foundation Center, state agency announcements and state departmental website review, listservs, and email blasts from agencies. Opportunities will be reviewed to determine eligibility and project alignment with the opportunity's goals and objectives. Those that align will be forwarded to the appropriate County department's staff or the rural communities' contact person, along with County management.

Follow-up will be done within 72 business hours to discuss the viability of submitting an application. The criterion for submission would include review of the required funding match availability, the timeline for submission, the degree to which the project has been developed to be "grant ready" or able to be implemented within 6 months of an award, and the amount of documentation and data required to be submitted with the application. Additionally, the required reporting and administration of a grant award from a particular agency will be discussed and a determination of capacity will be made. Upon completion of this discussion, County executive management will be brought into the decision-making matrix for a final decision to move forward.

As additional opportunities are found, that may match an unidentified need in a department or rural community, outreach will be made to determine if there is a project or need. Once that determination is made, the opportunity will be reviewed as outlined above, or set-aside to review in a future year.

c. Involvement/Role of Staff & Resources – Grant Preparation

The amount of involvement by County or rural community's staff will depend on the complexity of the grant application requirements. As relationships develop and a deeper understanding the operations of a department within the County or the rural communities is gained, the amount of time spent on an application from the staff's point of view will decrease. It is important to note that all grant applications are a commitment to follow a specific plan and activities to accomplish goals, as well as commitment to a specific budget; therefore it is critical that County or rural community leaders are aware of the proposal's content and approve of the plan and budget put forth. Involvement from the Executive Management team at the County is needed to ensure the proposal put forward meet the needs and goals of the County. A review by this team from time to time will be beneficial to both parties to ensure efforts are aligned.

For funding opportunities that are determined to move forward with an application, the grant application development would be coordinated with the department head or rural community contact. A grant development worksheet will be created based on the opportunity's notice of funding opportunity information, the criteria for selection, the items needed for the application, and other information relevant to the application. If information is not already on hand, either writing sessions or a written list of information will be done, based on the preferred method of the contact person, to develop the grant narrative. Additional information will be gathered from other sources to include the Council of Governments, Metropolitan or Transportation Planning Organizations, Economic Development Councils, and website related to the project and the County. Documentation, to include maps, quotes, studies, etc., will be gathered from County or rural community staff. Johnson Bassford Consulting will develop the worksheet and prepare the bulk of the narrative and application documents.

The worksheet will include a timeline and task assignments with regular check-in meetings through Office Teams or Zoom meetings. As the development progresses, additional assistance to ensure a timely submission may be requested of the Grant Administrator. Grant applications will be submitted by the community or County, unless specifically requested for Johnson Bassford Consulting to submit an application. Each grant project will require a minimum amount of lead time, depending on the scale of the project and complexity of application. As a general rule, all completed applications will be provided for submission a minimum of two business day in advance of the grant deadline. Grant development that is stymied due to unresponsiveness by the department or rural community, will be brought to the attention of the Grant Administrator for a decision on whether to move forward.

If desired, grant training for the staff of the County and the communities on grants can be provided, either virtually or in-person. This can include sessions on: grant development strategies and preparation; implementing capital outlay funding effectively and on-time;

grant implementation and compliance for federal funding; understanding grant funding and its limitations; and/or grants from cradle to grave.

As needed, the scope of services includes both virtual and in-person meetings.

PROPOSAL FORM
MANDATORY "NOTICE TO OWNER OF INTENT TO PROPOSE"
RFP #: 2023/24-01 GRANT WRITING AND CONSULTING SERVICES

By this "Mandatory Notice to Owner of Intent to Submit a Proposal" the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP amendments that may be issued.
All other responses will be rejected as non-responsive.

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, thall@currycounty.org, Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on: July 28, 2023

FIRM: Johnson Bassford Consulting

REPRESENTED BY: Amy Johnson Bassford, Owner
(Printed Name & Title)
ADDRESS: 3655 Research Dr

CITY: Las Cruces STATE: NM ZIP: 88003

TELEPHONE: 575 286-0315 FAX: N/A

E-Mail: amy@johnsonbassfordconsulting

Amy Johnson Bassford
Signature of Person authorized to sign for Firm

ALTERNATE CONTACT PERSON/INFORMATION: "This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.

NAME: N/A Title

Telephone: E-Mail Address of Alternate Contact:

PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:

X Firm DOES INTEND to respond to this RFP
_____ Firm DOES NOT INTEND to respond to this RFP
THIS PAGE MUST BE COMPLETED AND SUBMITTED ON OR BEFORE Insert

PROPOSAL FORM
COST RESPONSE FORM
RFP #2023/24-01 GRANT WRITING AND CONSULTING SERVICES

DUE DATE: AUGUST 15, 2023

OFFEROR NAME: Johnson Bassford Consulting, LLC

OPTION 1:

PROPOSED HOURLY FEES: $ 110.00

State gross receipts and local option taxes (if any) shall not be included in the proposed fees. Such taxes shall be separately reimbursed by the County. Billing must be in 15-minute increments

Hourly rate for travel, if not residing in Curry County, for travel time to and from Curry County.:
$ None - see below for travel rates

Please list all other additional costs to the County not included above or in the Hourly fees:

- Travel to and from in-person meetings will be billed at the actual cost of lodging, the GSA New Mexico daily per diem, and mileage at the current IRS rate. A minimum of two nights lodging will be required for Curry County. All expenses will have Curry County GRT added.
- Training will be provided at $400 per 2-hour session, plus NMGRT. Includes training preparation and take away information for attendees. Longer sessions can be negotiated. Curry County GRT will be added to training costs. Available through remote Zoom meetings or in-person (travel rates will apply).
- Reimbursable expenses would include any fees or charges associated with obtaining records needed for support of a funding application, and will be billed at the actual cost of records, plus GRT.

*All proposed fees may be subject to negotiation after an award has been made with the recommended offeror. Curry County will negotiate with the highest-ranking offeror.

Authorized Representative (Signature)

8/10/2023
Date

Amy Johnson Bassford, Owner
Authorized Representative/Title
(Print or Type

PROPOSAL FORM
OFFEROR'S RESPONSE FORM
RFP #2023/24-01 GRANT WRITING AND CONSULTING SERVICES
DUE DATE: AUGUST 15, 2023

The services offered meet specifications: X Yes ____ No

Completed and attached campaign disclosure form: X Yes ____ No

Completed & attached veteran's preference form (if applicable): X Yes ____ No

If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

Signature

Amy Johnson Bassford
Name (Typed/Printed)

Johnson Bassford Consulting, LLC
Company

Owner
Position

3655 Research Dr.
Address

575-286-0315
Telephone Number

N/A
FAX Number

Las Cruces, NM 88003
City, State, Zip

92-2063049
Tax ID #

amy@johnsonbassfordconsulting.com
E-mail Address

State of New Mexico)

County of Dona Ana)

Amy Johnson Bassford (name), being duly sworn, deposes and says that he/she is the owner (title) of Johnson Bassford Consulting, LLC (company) and all foregoing questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this 10 day of Aug, 2023.

Notary Public

STATE OF NEW MEXICO
NOTARY PUBLIC
GREG LLAMAS
COMMISSION # 1136171
EXPIRES DECEMBER 3, 2025

My commission expires: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
EXECUTION OF PROPOSAL FORM
RFP #2023/24-01 GRANT WRITING AND CONSULTING SERVICES
DUE DATE: AUGUST 15, 2023

DATE: 8/10/2023

The potential Contractor certifies the following by placing an "X" in all blank spaces:

X That this proposal was signed by an authorized representative of the offeror.

X That the potential offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

X That all labor costs associated with this project have been determined, including all direct and indirect costs.

X That the potential offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Johnson Bassford Consulting, LLC
Business Name

Authorized Signature — 8/10/2023 Date

Amy Johnson Bassford, Owner
Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OFFERORS'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM
RFP #2023/24-01 GRANT WRITING AND CONSULTING SERVICES
DUE DATE: AUGUST 15, 2023

I Amy Johnson Bassford certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.
I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2023/24-01 Grant Writing And Consulting Services** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**
I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: Johnson Bassford Consulting, LLC

Authorized Representative (Signature)

8/10/2023
Date

Amy Johnson Bassford, Owner
Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OFFEROR'S INFORMATION FORM
RFP #2023/24-01 GRANT WRITING AND CONSULTING SERVICES
DUE DATE: AUGUST 15, 2023

1. Legal Business Name: Johnson Bassford Consulting, LLC
2. Street Address 3655 Research Dr.
3. City, State & Zip Las Cruces, NM 88003
4. Type of Business Limited Liability Company State of Registration New Mexico

(Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: Amy Johnson Bassford, Owner
6. Primary Contact Amy Johnson Bassford
7. Phone 575-286-0315 FAX N/A
8. Email amy@johnsonbassfordconsulting.com
9. Company Website N/A
10. Has your company ever been debarred from doing business with any federal, state or local agency?

    Yes_____ No XX If Yes, please state the agency name, dates and reason for debarment.

_____

_____

_____

_____

_____

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

Doña Ana County

Certificate of Business Registration

JOHNSON BASSFORD CONSULTING LLC
5625 MIRA MONTES
LAS CRUCES, NM 88007

Whereas, a business registration application form has been completed on behalf of the above named individual, partnership or corporation, and the registration fee of $35.00 has been paid;

Now, therefore, the County of Doña Ana, State of New Mexico, hereby acknowledges receipt of said fee for the calendar year ending December 31, 2023.

In Witness Whereof, I have hereunto set my hand and seal of the Board of County Commissioners of Doña Ana County this 4th day of August 2023.

Doña Ana County Clerk

Deputy Clerk

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Amy Johnson Bassford

2 Business name/disregarded entity name, if different from above
Johnson Bassford Consulting

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3655 Research Dr.

Requester's name and address (optional)

6 City, state, and ZIP code
Las Cruces, NM 88003

7 *List account number(s) here (optional)*

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
9 2 - 2 0 6 3 0 4 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Amy Johnson Bassford Date ▶ 2/6/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

PROPOSAL FORM
OPTIONS, EXCEPTIONS OR VARIATIONS FORM
RFP #2023/24-01 GRANT WRITING AND CONSULTING SERVICES
DUE DATE: AUGUST 15, 2023

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.
(Use additional pages if necessary.)

Exclusion includes: Maps, diagrams, and other special grant application attachments will be provided by the entity.

All deliverables will be in digital format.

1. **THERE <u>ARE</u> OPTIONS, EXCEPTIONS OR VARIATIONS** _____
Signature

2. **THERE <u>ARE NO</u> OPTIONS, ETC. LISTED**. The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

_____
Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP #2023/24-01 GRANT WRITING AND CONSULTING SERVICES
DUE DATE: AUGUST 15, 2023

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Commissioners Fidel Madrid, Brad Bender, Dusty Leatherwood, Seth Martin and Robert Thornton; Treasurer Kendall Kempf, Assessor Randa Jesko, Clerk Anastasia Hogland, or Probate Judge Hollie Barnett.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:_____

Relation to Prospective Contractor:_____

Date Contribution(s) Made:_____

Amount(s) of Contribution(s)_____

Nature of Contribution(s)_____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ 8/10/2023
Signature Date

Amy Johnson Bassford, Owner
Title (Position)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM
RFP #2023/24-01 GRANT WRITING AND CONSULTING SERVICES
DUE DATE: AUGUST 15, 2023

Johnson Bassford Consulting, LLC (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

Resident Veterans:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

☐ I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

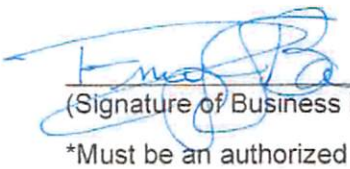
I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Native American

☐ Under the law, Native American-owned companies will receive either an 8% or 10% equivalent based on whether they are also a veteran-owned business. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

☒ I do not claim New Mexico Resident Business, New Mexico Veteran's Resident Business or Native American preference on this bid.



(Signature of Business Representative) *

8/10/2023
(Date)

*Must be an authorized signatory for the Business.

A valid New Mexico Resident Business, New Mexico Veteran's Resident Business or Native American Certificate must be provided in order to receive preference.

NOTICE OF ADDENDUM #1

Request for Proposal No. 2023/24-01 Grant Writing and Consulting Services

This one (1) page must be completed and submitted with all other documents in the Proposal Package

By signing this page and submitting a proposal, vendor hereby acknowledges that it/they have read and understand all terms, conditions, and requirements set forth in the Request for Proposal and the attached addendum #1. In addition, acknowledges the addenda(s) that have been issued.

Offeror Information:

Signature: _____

Print Name & Title: Amy Johnson Bassford, Owner

Firm Name: Johnson Bassford Consulting, LLC

Mailing Address: 3655 Research Dr.

City, State, Zip: Las Cruces, NM 88003

Phone & Fax: (575) 286-0315

Email Address: amy@johnsonbassfordconsulting.com

This needs to be submitted with the proposal for RFP 2023/24.01

IV.3

Treasurers Department

TO: Board of County Commissioners
FROM: Kendall Kempf, Curry County Treasurer
DATE: September 24, 2024
SUBJECT: **Request Approval of Agreement with The Master's Touch, LLC to Print and Mail the 2024 Curry County Tax Bills, a Statutory Requirement, for a One-time Cost of Eleven Thousand Nine Hundred Seventy-Five Dollars & Ninety-One Cents ($11,975.91) - Kendall Kempf**

Approve Contract with The Master's Touch, LLC

Prepared by Kaitlin Bentley
Last updated on 09/12/2024

ATTACHMENTS:

- BOCC Cover Letter.pdf
- Horizons Submission Request.pdf
- Curry County (NM) Treasurer - Sept 2023.pdf
- The Masters Touch Pricing Summary.pdf

KENDALL KEMPF
CURRY COUNTY TREASURER
417 Gidding Street, Suite 150
Clovis NM 88101

September 12, 2024
Curry County Board of Commissioners

RE: 2024 Mailing of Property Tax Bills

This will be our fourth year to mail our property tax bills with The Master's Touch, LLC. The Assessor's Office originally contracted with them for their notice of value statements which paved the way for our getting the value we have had using their mailing services for our tax bills.

I wanted to give you some updated numbers from The Master's Touch for 2024. Using the same numbers of bills sent last year, the total for printing and mailing is projected to be $4,580.50. Add to that $582.00 to upload and insert eNotices, we're looking at a total of $5,162.50 for creating/processing our 2024 tax bills. That's an increase of about $433.45 due primarily to materials cost. Their labor/processing rates did go up this year by about $177.31.

Actual postage for last year was $6,194.01. Looking toward a maximum increase of 10%, we would incur $6,813.41 for postage for 2024.

The total for this year's project would be $11,975.91 which is already in my budget.

You will see in the packet our request from Horizons of New Mexico to satisfy the State Use Act. Horizons declined to submit a proposal.

Thank you,

Kendall Kempf

Curry County Treasurer
417 Gidding Street, Suite 150
Clovis NM 88101

Curry County

Kendall Kempf <kkempf@currycountynm.gov>

Fwd: [EXTERNAL SENDER] Re: [EXTERNAL SENDER] Re: Estimate Needed

1 message

Melynda Crouch <mcrouch@currycountynm.gov> Thu, Sep 12, 2024 at 8:22 AM
To: Kendall Kempf <kkempf@currycountynm.gov>

Kendall,

Horizons has declined to bid on the mailer. See below:

---------- Forwarded message ---------
From: **Matt Loehman** <mloehman@horizonsofnewmexico.org>
Date: Wed, Sep 11, 2024 at 4:52 PM
Subject: [EXTERNAL SENDER] Re: [EXTERNAL SENDER] Re: Estimate Needed
To: Melynda Crouch <mcrouch@currycountynm.gov>

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Sep 11, 2024 at 9:49 AM Melynda Crouch <mcrouch@currycountynm.gov> wrote:

> Good morning,
>
> We are wanting to get our Board of Commission approval on 9/24/2024. We will need the estimate by 9/17/2024 to make our agenda deadline. We look forward to the estimate.
>
> On Wed, Sep 11, 2024 at 9:04 AM Matt Loehman <mloehman@horizonsofnewmexico.org> wrote:
>
> > Good morning Melynda,
> >
> > We are interested in this opportunity.
> >
> > Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Tue, Sep 10, 2024 at 11:53 AM Melynda Crouch <mcrouch@currycountynm.gov> wrote:

> Good morning,
>
> Curry County in supporting and adhering to the State Use Act is formally requesting HNM's assistance in requesting a quote for printing, folding, sealing, preparing and mailing all of the Notice of Valuations for the Curry County Assessor's Office.
>
> Scope of services shall include, but are not limited to:
>
> * 8.5" x 14" folded mailers in envelopes
> * 2 color, single-sided
> * Data mapped to insert up to 20 fields on the page with information unique to the property owner taken from Curry County
> software provider, Triadic Enterprises, Inc.
> * Sorted to minimize the postage cost for each piece
> * Multiple properties owned by an individual sent in one envelope
> * Creation and maintenance of each file in eNotices Online
> * Full PDF searchable file of all notices mailed out
> * Full Intelligent mail provider to provide the deepest discounts on postage
> * NCOA Reports after mailing
> * CASS reports after mailing
>
> Estimated quantity is 21,000+ individual pieces of property.
>
> Please let me know if you have any questions.
>
> --
>
> Best,
>
> Melynda Crouch
>
> Procurement Agent
>
> Curry County Finance Department
>
> 417 Gidding Street, Suite 100
>
> Clovis, NM 88101

THE MASTER'S TOUCH, LLC

SPOKANE HEADQUARTERS
1405 N ASH ST
SPOKANE, WA 99201
PHONE: 509-326-7475
FAX: 509-326-7214
TOLL FREE: 800-301-1347

ARIZONA FACILITY
132 W JULIE DR
TEMPE, AZ 85283
PHONE: 800-301-1347

IOWA SALES OFFICE
PO BOX 377
DES MOINES, IA 50302
PHONE: 800-301-1347

HAWAII SALES OFFICE
47-525 KAMEHAMEHA HWY
KANEOHE, HI 96744
PHONE: 800-301-1347

www.themasterstouch.com

Curry County, NM

Treasurer Mailing

Approximate 22,000 statements

Printed Materials –

#10 Universal Window Envelope - **$.044 each**
#9 Universal Window Envelope **- $.041each**
Insert- 8.5 x 3.5" 2/2 white offset - **$.037 each**

Mail Processing -

- CASS Certify and PAVE presort for maximum postal discounts.
- NCOA to comply with mandatory USPS move update
- Image 8 ½ x 14 printed 4 colors face and back with one laser perf on 24# white, including all static and variable data.
- Dynamic bar chart included.
- Letter-fold statement and insert into #10 window
- When name and address are identical between two or more parcels, they will be grouped into #10 envelopes.
- 10 x 15 large envelope when 15 or more combine - **80¢ ea**
- Quality check, presort, and tray per USPS rules for automation.
- Deliver to USPS bulk mail facility along with all postal paperwork to obtain automation postage discount rates.
- Provide one large complete PDF file for all statements printed and mailed

Mail service preparation = 14.4 cents each + Automation postage*

*Full service automation postage is additional. 5 digit sorted mail will mail at $ 49.8 cents each.

Final pricing subject to a variation in quantity. Unit pricing may be modified if final parcel count exceeds plus or minus 10%.

Thank you for this opportunity!

Scott Simons Accepted: _____

September 20, 2023 Dated: _____

September 9, 2024

Curry County Treasurer/The Master's Touch

Price Summary 2024 Tax Statement Printing

Using proposal submitted 9/9/2024, the following totals are estimated.*

21,000 Statements	@ 14.8 ¢ each	$ 3,108.00
11,200 #10 Envelopes**	@ 4.4 ¢ each	492.80
11,300 #9 Reply Envelopes**	@ 4.5 ¢ each	508.50
106 10 X15 Envelopes	@ 85 ¢ each	90.10
11,900 8.5 x 3.5" Inserts	@ 3.7 ¢ each	381.10
	Print/Mail Total	$ 4,580.50

One complete large PDF file of all statements printed & mailed ..... Free

eNotices registered accounts	$ 47.00
eNotices upload fee	330.00
eNotices insert	205.00
Total	$ 582.00

* Postage not included. This is an estimate actual totals will depend on data file presented for printing.
** Based upon actual 2023 record count.

Thank you,

Scott Simons

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: September 24, 2024
SUBJECT: **Request Approval of Salary Range for New Assessor's Office Position: GIS Technician/Appraiser Trainee. Salary Range 43: Min $31,824 Mid $37,773 Max $45,328 - Lance A. Pyle**

I recommend approval of the salary range for this position.

Thank you!

Prepared by Kaitlin Bentley
Last updated on 09/16/2024
ATTACHMENTS:

- GIS Tech/Appraiser, Trainee Recommendation Letter

RESOURCE, INCORPORATED
7 Avenida Vista Grande #B7-148 Santa Fe, New Mexico 87508 Tel 505.466.1745 Cell 505.670.9462 Fax 505.466.6941

September 10, 2024

Lance Pyle, County Manager
Curry County
417 Gidding Street, Suite 100
Clovis, NM 88101

Ref: Review of GIS Data Technician/Appraiser Trainee

Dear Mr. Pyle:

Curry County has requested S Resource, Incorporated conduct a review and provide a class code and salary range recommendation for a new position of GIS Data Technician/Appraiser Trainee. In fulfilling this request, S Resource, Incorporated utilized an approach consistent with the methodology employed in conducting previous Position Classification and Salary Plan studies for the County.

Salary Range Assignment Recommendation Methodology

The methodology we employed follows a consistent sequential approach for formulating salary range recommendations. The following steps were utilized in our analysis:

1. Review the job description/position description questionnaire (PDQ) for the subject position to provide an objective basis for acquiring market data based on a position content-to-content comparison.
2. Review the job descriptions of similar positions within the occupational job family from the Curry County table of job classifications to evaluate position content and provide equitable internal relationships.
3. Where there are meaningful position content matches, extract market data from historical comparator organizations to provide pay range midpoint to midpoint comparisons.
4. In the absence of available market data, evaluate the position's duties, internal relationships, level of responsibilities, and minimum qualifications to provide the basis for salary grade recommendations.

We were unable to identify positions with comparable content within the survey organizations used in establishing the Curry County salary plan. Therefore, we conducted a thorough review of the Position Description Questionnaire (PDQ), and related job

descriptions provided by the County and had discussions with County Human Resources. Our understanding of the GIS Data Technician/Appraiser Trainee position is to provide supplementary support in the GIS function while developing additional appraiser capabilities to sustain the mission of the County Assessor's Office. We evaluated this position based on comparison to similar Curry County positions in relation to their respective duties, internal relationships, level of responsibilities, and minimum qualifications to provide the basis for salary grade recommendations.

As a result of our evaluation, we recommend the position of GIS Data Technician/Appraiser Trainee be assigned job code 169 and be placed in salary range 43. Salary range 43 provides for a minimum of $30,219, a midpoint of $37,773, and a maximum of $45,328.

Salary Range Recommendations Relationships

To assist in evaluating these recommendations, the following table illustrates the relationship of this positions to other related GIS and Appraiser positions within the Curry County salary structure.

Class Code	Job Class Title	Current Grade	Current Midpoint	Rec. Grade	Curry Rec. Midpoint
182	Appraiser Certified	52	$47,173		
183	Appraiser III	46	$40,678		
184	Appraiser II	43	$37,773		
185	Appraiser Trainee	41	$35,953		
169	GIS Data Technician/Appraiser Trainee	New		43	$37,773
167	GIS Specialist	54	$49,562		
168	GIS Technician	45	$39,685		

Upon review of the information provided, please do not hesitate to contact S Resource, Incorporated, if there are any questions or if there is a need for clarification. Thank you for the opportunity to provide assistance to Curry County.

Sincerely yours,



Vincent A. Yermal
Senior Human Resources Consultant

IV.5

Road Dept Department

TO: Board of County Commissioners
FROM: Walon Jones
DATE: September 24, 2024
SUBJECT: **Request Approval of Application for Work, Excavating, Boring, Cross Cuts or Other Cuts on County Roads from Plateau Telecommunications, Inc. for Fiber Optic Cable to be Placed on Curry Road 23 in Between Curry Road M and Curry Road K - Walon Jones**

Prepared by Kaitlin Bentley

Last updated on 09/16/2024

ATTACHMENTS:

- 9.24.24 5C- Curry Road 23 Parallel (South Side) and Crossing to North side of CR 23 located in Ranchvale. NM for 2PIFI WPD for WO# 20997.pdf

APPLICATION FOR WORK, EXCAVATING, BORING, CROSS CUTS OR OTHER CUTS ON COUNTY ROADS

Date of Application: 9/13/2024

I, the undersigned, do hereby make application to the Curry County Road Department of Curry County, NM, to perform the following work on, under or along Curry Road 23 Parallel (South side) and Crossing CR 23 to the North side in between CR K and CR M.

Describe Project: Bury a new telecommunications cable via plowing, trenching, and /or boring Parallel to South side of CR 23 and then Crossing to the North side of CR 23 (between CR K and CR M) to bring fiber optic service to cooperative member(s). See attached exhibits.

Person or Persons who perform said work: Plateau Telecommunications, Inc.

Person or Persons who will own the property placed under, across or along any County road: Plateau Telecommunications, Inc.

Work will begin on or about September 30, 2024 and will require approximately 30 days to complete (weather permitting).

A SEPARATE APPLICATION IS REQUIRED for each and every separate boring, cross cut, or other cut on County roads, for any work on portions of County roads other than described above, and any separate work on any County intersection.

Applicant's Responsibilities:

1) In addition to all other provisions and requirements in this applicant, anything that is buried, installed or otherwise placed in a County Right of Way, shall at all times, be at least thirty-six (36) inches below the clean bar ditch level. It shall be the applicant's or assignee's responsibility to maintain this minimal level at all times.

2) To place said Fiber Optic Cable at least 6 foot below top of intersections

3) Unless otherwise authorized by the County Road Superintendent in writing, all crossings of caliche and chip sealed roads will be bored, no cutting of the road bed shall be allowed.

4) All utilities must be installed at a minimum depth of six feet (6') below road surface and/or a minimum depth of thirty-six inches (36") below the existing clean bar ditch level on any road.

[Attachment C]

5) The application agrees to furnish appropriate traffic control/warning devices to protect the traveling public and workmen while work is taking place within the public Right-of-Way. Applicant further agrees to locate and protect any and all other existing utilities in the area of the project.

6) The applicant further agrees to return the road surface to its original condition after the above work has been completed, or to reimburse the Curry County Road Department within thirty (30) days for its work in bringing the road surface back to original condition. Applicant further warrants said repairs and agrees, at his/her/its own expense, to repair or replace any defects which appear in said repair for a period of twelve (12) months following completion of said roadway repair. In the event the applicant fails to repair or make said repairs, the County shall have the right to make any and all necessary repairs and bill the landowner for the total amount of the same. If the bill to the County is not paid, County shall have a right to file a lien against the property.

7) At the end of twelve (12) full calendar months following completion of any roadway repair, applicant must contact the Road Superintendent and have the Road Superintendent or his/her designee complete an inspection of the road. The inspection must be signed by the Road Superintendent or his/her designee and the landowner. If the landowner should fail or refuse or otherwise does not obtain a signed inspection from the Road Superintendent, the applicant shall be responsible for the costs of any and all repairs deemed necessary by County to bring said road surface back to County standards.

8) The applicant shall notify the Curry County Road Superintendent of emergency work undertaken prior to County authorization no later than the next regularly scheduled workday during normal working hours.

9) The applicant shall notify the Road Department no less than one (1) regular working day prior to any construction or work within the County Right-of-Way and upon completion of construction.

10) Curry County reserves the right to relocate, modify, alter or reroute County Roadways, and applicant shall be solely responsible for any and all costs or expenses necessary to relocate or move applicant's pipes/lines.

11) An administrative fee of $50.00 must accompany this application. Before the application is approved by County, applicant will be required to pay County the following sums to cover the County's costs. For utilities zero to ten inches (0" – 10") in width, $75.00; for utilities eleven to twenty inches (11" – 20") in width, $150.00; for utilities larger than twenty-one inches (21") in width, $300.00.

1 Parallel and 1 Crossing @ $75.00 each	$ 150.00
Admin fee @ $50.00	$ 50.00
Total	$ 200.00

[Attachment C]

Greg Von Hoene
Signature of Applicant

Greg Von Hoene
Applicants Printed Name

7111 N. Prince St.,
Mailing Address

Clovis, NM 88101
City State ZIP

575-309-4724
Phone number

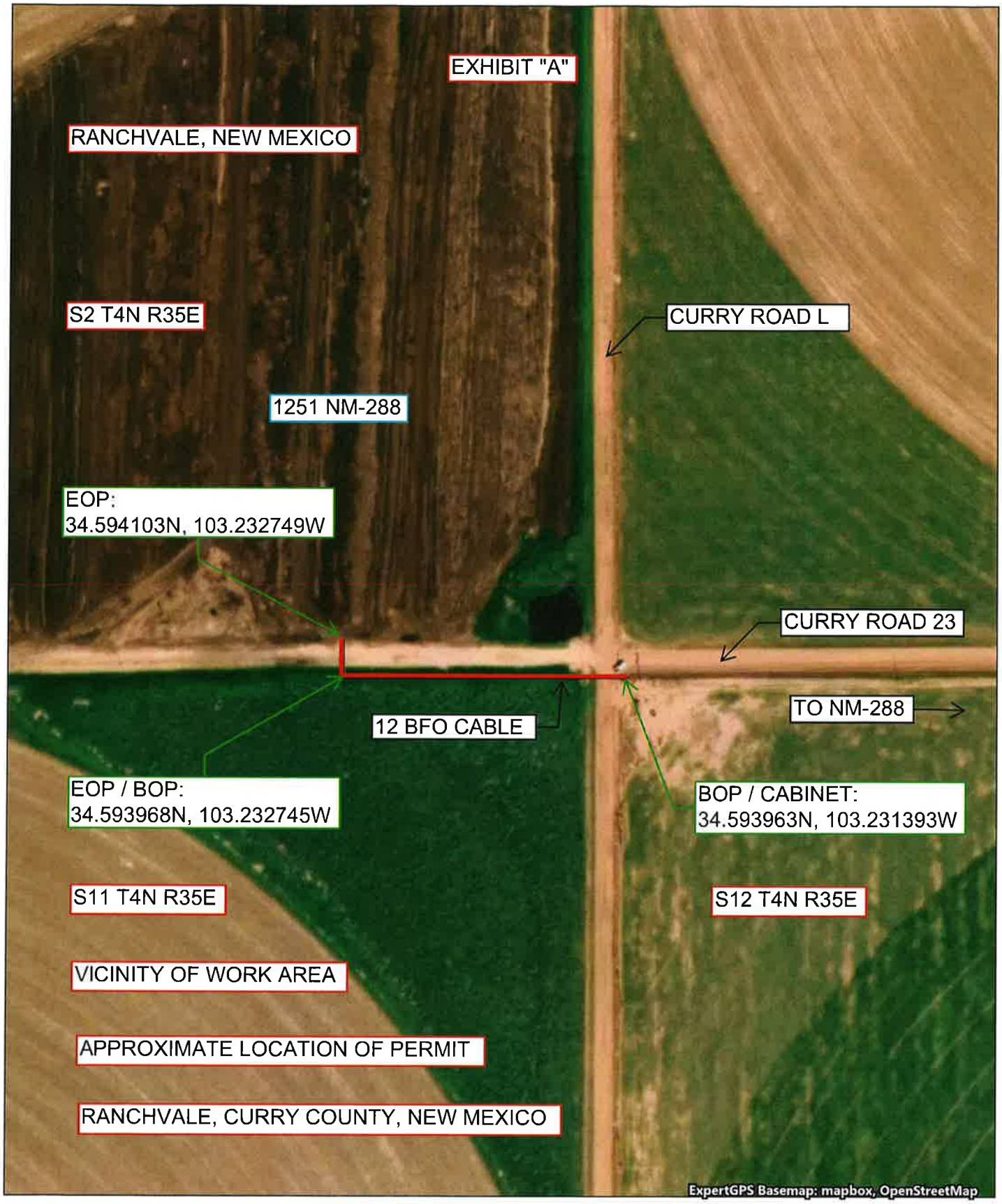
The above application was presented for consideration by the Curry County Road Superintendent of Curry County, New Mexico this _____ day of _____, 20____. Said application was granted upon the terms and conditions therein stated.

ATTEST:

_____ Road Superintendent

_____ Curry County Clerk

[Attachment C]

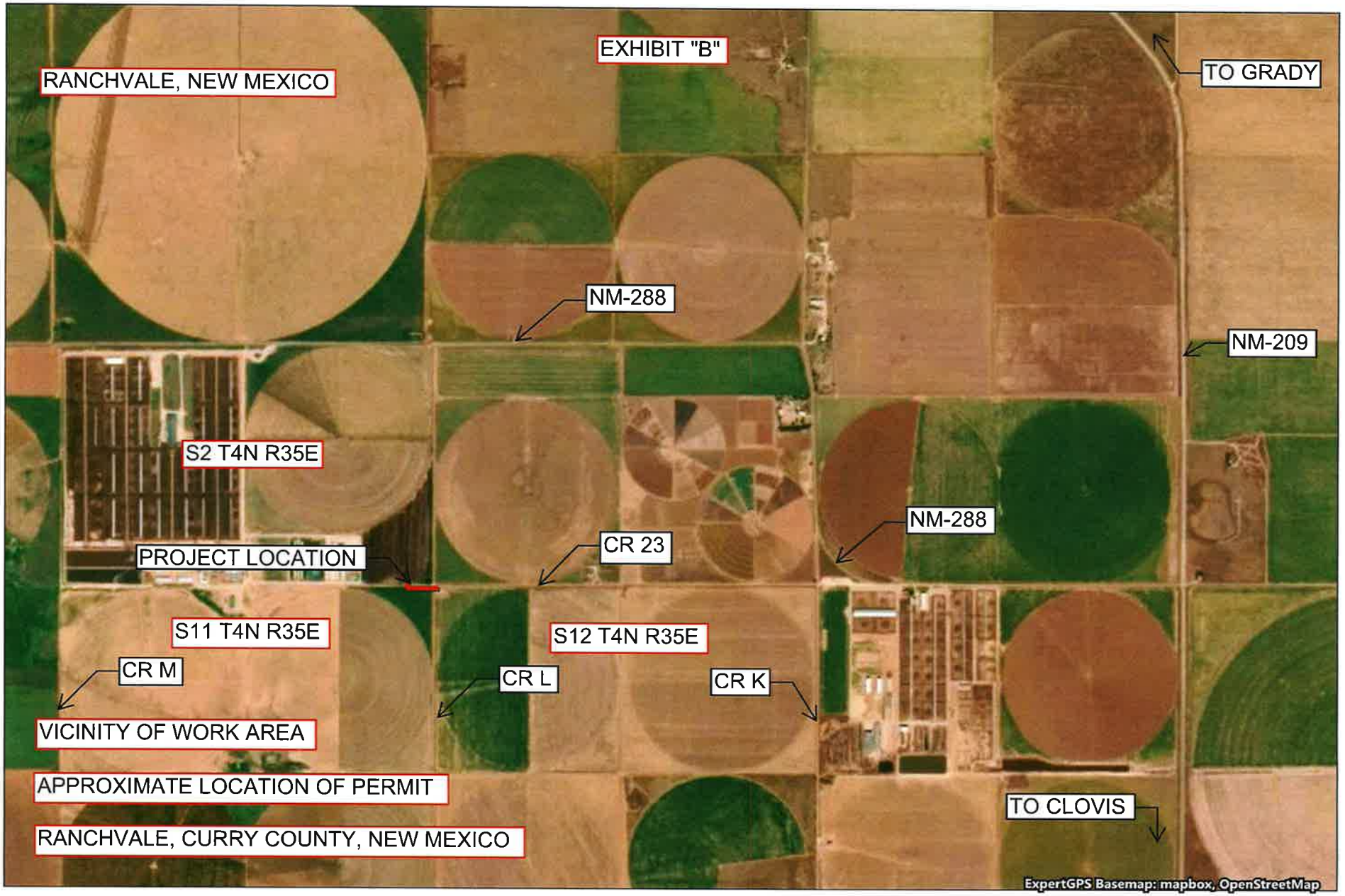


ExpertGPS

100 ft

MN

6°14'



ExpertGPS

0.25 mi

MN

6°14'

IV.6

Road Dept Department

TO: Board of County Commissioners
FROM: Walon Jones
DATE: September 24, 2024
SUBJECT: **Request Approval to Eliminate a Road Equipment Operator Senior Position and Replace with a Second Road Supervisor Position – Walon Jones**

Prepared by Kaitlin Bentley
Last updated on 09/17/2024

ATTACHMENTS:

- RISE Program Manager & Road Supervisor Position Review.pdf

RESOURCE, INCORPORATED
7 Avenida Vista Grande #B7-148 Santa Fe, New Mexico 87508 Tel 505.466.1745 Cell 505.670.9462 Fax 505.466.6941

July 26, 2024

Lance A. Pyle
County Manager – Curry County
417 Gidding Street, Suite 100
Clovis, NM 88101

Ref: Position Review – RISE Program Manager and Road Project Supervisor

Dear Lance:

Curry County has requested S Resource, Incorporated conduct a review and provide a recommendation for a class code and salary range assignment for Two new positions within the Curry County organization. The first, within the Detention Center, is the position of RISE Program Manager responsible for administration and leadership of the RISE Program, a grant funded program. The second, within the Road Department, is the position of Road Project Supervisor responsible for overseeing a variety of road construction projects and repairs including managing contractors. In addressing this request, S Resource, Incorporated utilized an approach consistent with the methodology employed for the County in developing the County's salary plan.

Review and Salary Grade Assignment Recommendation Methodology

The methodology we employed follows a consistent sequential approach for formulating salary grade recommendations. The following steps were utilized in our analysis:

1. Review the job description, position description questionnaire, and other supporting documentation for the subject position to establish an objective basis for acquiring market data based on a position content to content comparison.
2. Review the job descriptions of related positions within the occupational job family from the Curry County table of job classifications to evaluate position content and provide equitable internal relationships.
3. Where there are meaningful position content matches, extract market data from historical comparator organizations to provide pay range midpoint to midpoint comparisons.
4. In the absence of available market data, evaluate the position's duties, internal relationships, level of responsibilities, and minimum qualifications to provide the basis for salary grade recommendations.

We were unable to identify positions with comparable content within the survey organizations used in establishing the Curry County salary plan. Therefore, we evaluated this position based on comparison to other Curry County positions in relation to their respective duties, internal relationships, level of responsibilities, and minimum qualifications to provide the basis for salary grade recommendations.

RISE Program Manager

As previously mentioned, the RISE Program Manager is a grant funded position. In conducting our review, we relied on documentation provided by the County that included grant scope of services and the County's proposed job description. In addition, we reviewed other grant related positions within the Curry County position classifications and conclude the RISE Program Manager compares favorably to the Grants Administrator position.

As a result of our evaluation, we recommend the position of RISE Program Manager be assigned job code 531 within the Detention Support Group and be placed in salary range 61 as an FLSA exempt position.

To assist in evaluating this recommendation, the following table illustrates the relationship of this position to other grant program related positions within the Curry County salary structure.

Job Code		Grant Programs and Administration Group	Salary Range	Minimum	Midpoint	Maximum
141		Community Program Manager	57	$42,698	$53,372	$64,047
142		Grants Administrator	61	$47,131	$58,913	$70,696
531		RISE Program Manager	61	$47,331	$58,913	~~$79,696~~ 70,696
143	*	Community Program Coordinator	51	$36,818	$46,023	$55,227
144	*	Court Compliance Officer	49	$35,044	$43,805	$52,566
145		Community Program Specialist	43	$30,219	$37,773	$45,328
147		Community Program Assistant	41	$28,762	$35,953	$43,144
148		Court Compliance Supervisor	53	$38,682	$48,353	$58,023

Road Project Supervisor

In conducting our review of the Road Project Supervisor position, we relied on documentation provided by the County that included a Position Description Questionnaire (PDQ) and the County's proposed job description. In addition, we reviewed other Road Department related positions within the Curry County position classifications. Currently, within the Road Department management there is a Road Maintenance Superintendent and a Road Maintenance Supervisor position. The proposed Road Project Supervisor job description provides for the supervision of Project Crews and Caliche Crews as well as the inventory and maintenance of equipment, and work with Contractors, General Public and Land Owners.

It is our understanding; the proposed duties of the Road Project Supervisor are currently performed by the Road Maintenance Supervisor. There are significant similarities between these two job descriptions. For example, the Job Summary statements of the two positions are, while not exactly the same, they are very similar.

Road Maintenance Supervisor – Job Summary

Supervise/Responsible for Road Crews, working with Contractors, General Public, School Bus Contractors and Land Owners. Maintain current inventory of equipment, ensure equipment is properly serviced, roads are built and maintained according to County and State specifications/policies.

Road Project Supervisor – Job Summary

Supervise/Responsible for Project Crew/Caliche Crew. Will work with Contractors, General Public, and Land Owners. Maintain proper documentation for projects and materials. Maintains current inventory of equipment, ensure crew equipment is properly serviced and maintained. Ensure roads are built and maintained according to County and State specifications/policies.

Based on our review of the job descriptions for the Road Maintenance Supervisor and the proposed Road Project Supervisor we believe the duties described are work assignments rather than a new position classification. The current Road Maintenance position classification is sufficient to incorporate these assignments.

The issue to be addressed may be more related to the staffing level of supervision within the Road Department than a question of position classification. We recommend that if the County determines there is sufficient justification for a second supervisor within the Road Department, it should be classified as a Road Maintenance Supervisor rather than create a discrete position classification.

Upon review of the information provided, please do not hesitate to contact S Resource, Incorporated, if there are any questions or if there is a need for clarification. Thank you for the opportunity to assist Curry County.

Sincerely yours,

Vincent A. Yermal
Senior Human Resources Consultant

Finance Department

TO: Board of County Commissioners
FROM: Troy Hall
DATE: September 24, 2024
SUBJECT: **Request Approval of Accounts Payable Checks #151212 thru #151521; Payroll Checks #55256 thru #55259; Direct Deposit Payroll Checks #80787 thru #81106; Purchase Card Expenditures 7/15/24-8/13/24 for a Total of $3,641,332.29 – Troy Hall**

Prepared by Kaitlin Bentley
Last updated on 09/17/2024

ATTACHMENTS:

- FIN - DOC - 09242024.pdf

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
01	151212	119.50	08/23/2024	p	UNITED WAY	UNITEDWY DED PAYDAY 08/23/2024
01	151213	8223.95	08/23/2024	p	TAXATION & REVENUE DEPT	STATE DED PAYDAY 08/23/2024
01	151214	19349.25	08/23/2024	p	NEW MEXICO BANK & TRUST	FEDTAX DED PAYDAY 08/23/2024
01	151215	899.00	08/23/2024	p	VARIABLE ANNUITY LIFE INS. CO.	VALIC DED PAYDAY 08/23/2024
01	151216	23.85	08/23/2024	p	ANTHEM LIFE INSURANCE CO.	ANTHEM DED PAYDAY 08/23/2024
01	151217	38688.34	08/23/2024	p	NEW MEXICO BANK & TRUST	FICA DED PAYDAY 08/23/2024
01	151218	9048.10	08/23/2024	p	NEW MEXICO BANK & TRUST	MEDICR DED PAYDAY 08/23/2024
01	151219	121.00	08/23/2024	p	GLOBE LIFE & ACCIDENT INSURANCE	GLOBE IN DED PAYDAY 08/23/2024
01	151220	200.00	08/23/2024	p	AMERICAN HERITAGE	AMHRTG#2 DED PAYDAY 08/23/2024
01	151221	200.00	08/23/2024	p	USAA FEDERAL SAVINGS BANK	USAAOD DED PAYDAY 08/23/2024
01	151222	175.00	08/23/2024	p	PIONEER BANK	PIONEERB DED PAYDAY 08/23/2024
01	151223	400.00	08/23/2024	p	FIRST CONVENIENCE BANK	FRSTOD DED PAYDAY 08/23/2024
01	151224	522.10	08/23/2024	p	CHILD SUPPORT-TEXAS	CHILDSPT DED PAYDAY 08/23/2024
01	151225	50.00	08/23/2024	p	THE NORTHERN TRUST COMPANY	TNOTRCOM DED PAYDAY 08/23/2024
01	151226	350.00	08/23/2024	p	CANNON FEDERAL CREDIT UNION	CANNONC2 DED PAYDAY 08/23/2024
01	151227	1050.00	08/23/2024	p	PENTAGON FEDERAL CREDIT UNION	PENFCUSV DED PAYDAY 08/23/2024
01	151228	44.56	08/23/2024	p	TRUSTMARK VOLUNTARY BENEFIT	TMKACC DED PAYDAY 08/23/2024
01	151229	86.62	08/23/2024	p	SUN LIFE FINANCIAL	SUNLIFE DED PAYDAY 08/23/2024
01	151230	4890.00	08/23/2024	p	VOYA FINANCIAL	DFRCMP DED PAYDAY 08/23/2024
01	151231	2007.02	08/23/2024	p	SUNRISE BANKS, N.A.	TRUECONN DED PAYDAY 08/23/2024
01	151232	250.00	08/23/2024	p	THE BANCORP BANK	BANCOROD DED PAYDAY 08/23/2024
01	151233	100.00	08/23/2024	p	CASH APP	CASHAPP DED PAYDAY 08/23/2024
01	151234	100.00	08/23/2024	p	ONEMAIN FINANCIAL GROUP LLC	GARNSH DED PAYDAY 08/23/2024
01	151235	177.23	08/23/2024	p	STATE OF NEW MEXICO CHILD	CHLDSPNM DED PAYDAY 08/23/2024
01	151236	6949.78	08/23/2024	p	NM RETIREE HEALTH CARE AUTH.	RETINS DED PAYDAY 08/23/2024
01	151237	1415.83	08/23/2024	p	NM RETIREE HEALTH CARE - LAW	RETINS L DED PAYDAY 08/23/2024
01	151238	298.94	08/23/2024		AUCUTT'S PAINT STORE	JAIL REPAIR AND MAINTANCE
01	151239	42.86	08/23/2024		CARQUEST AUTO PARTS	PARTS/SUPPLIES INV 585711
01	151240	3773.86	08/23/2024		CHARLES OIL & GAS, INC.	PER CONTRACT FUEL INV178292
01	151241	177.76	08/23/2024		CINTAS CORPORATION NO. 2	PER CONTRACT UNIFORMS
01	151242	386.10	08/23/2024		CITY OF CLOVIS/GARBAGE	EFFLUENT WATER JULY 2024
01	151243	500.00	08/23/2024		CLOVIS FAMILY HEALTHCARE CENTER	NEW EMPLOYEE INV 1700
01	151244	42.00	08/23/2024		CROUCH, MELYNDA	TRAVEL NMACE AFFILIATE CONFERENC
01	151245	40.59	08/23/2024	V	BRIJA FERN MARIE	FGP STIPEND
01	151246	244.42	08/23/2024		ED'S RECYCLING CENTER INC	TRASH PICKUP 1395 SR 209
01	151247	900.00	08/23/2024		EDDY COUNTY DETENTION CENTER	HOUSING INMATES OUT OF COUNTY
01	151248	8266.15	08/23/2024		ELIOR, INC.	FEEDING OF PRISONERS
01	151249	8301.66	08/23/2024		ELIOR, INC.	FEEDING OF PRISONERS
01	151250	2597.79	08/23/2024		EMPIRE PAPER COMPANY	LAUNDRY DETERGENT, TRASH BAGS
01	151251	22.17	08/23/2024		EPCOR WATER	538002 816 N MAIN DWI COMP.
01	151252	51.81	08/23/2024		FIRST ADVANTAGE OCCUP HEALTH SRV	GARRISON PREEMPLOYMENT DRUG TEST
01	151253	103.62	08/23/2024		FIRST ADVANTAGE OCCUP HEALTH SRV	DRUG TEST PER CONTRACT
01	151254	104.70	08/23/2024		FORREST TIRE CO INC	TIRES/REPAIR/REP INV832105
01	151255	6402.49	08/23/2024		FRANK LEVACY TRUCKING LLC	PER CONTRACT HAUL 1000TNS CALICH
01	151256	30.02	08/23/2024		FULLER SUPPLY CO.,INC.	PLUMBING SUPPLIES
01	151257	27.47	08/23/2024		GEBO'S	PARTS/SUPPLIES INV21235/4
01	151258	27.93	08/23/2024	V	HACKLER, KARIE LOUISE	FGP STIPEND
01	151259	67.97	08/23/2024		HACKLER, KARIE LOUISE	FGP STIPEND 8/5-8/16/24
01	151260	15.38	08/23/2024		HALL, TROY	TRAVEL NMC FIN.PUR. AFFILIATE
01	151261	8002.48	08/23/2024		ICS	INDIGENT KITS, UNIFORMS
01	151262	1500.00	08/23/2024		INTERNATIONAL DATA BASE CORP	VENDOR & BID MANAGEMENT SYSTEM
01	151263	18.75	08/23/2024	V	JONES, MARY JO	FGP STIPEND
01	151264	58.10	08/23/2024		JONES, MARY JO	FGP STIPEND 8/5-8/16/24
01	151265	6775.97	08/23/2024		K BARNETT & SONS, INC	PER CONTRACT 1000TNS CALICHE
01	151266	278.60	08/23/2024		KENDALL KEMPF	TRAVEL NMAC TRSR AFFILIATE
01	151267	120.00	08/23/2024		MARTINEZ, ROSE ANN	FGP STIPEND 8/5-8/16/24
01	151268	1623.46	08/23/2024		MENDEZ FOUNDATION, INC.	CURRICULUM SAMPLE
01	151269	1125.00	08/23/2024		MENTAL HEALTH RESOURCES, INC.	INMATE MEDICAL
01	151270	9.83	08/23/2024		MILLER, BONNIE W.	FGP TRAVEL
01	151271	12.99	08/23/2024		MORAN,ASHLEY	REIMBURSEMENT FOR SHIPPING

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
01	151272	39.64	08/23/2024		NEW MEXICO GAS COMPANY INC	14196130 600 WOODS ST
01	151273	15.00	08/23/2024		NM DEPARTMENT OF PUBLIC SAFETY	SCP STATE BACKGROUND
01	151274	15.00	08/23/2024		NM DEPARTMENT OF PUBLIC SAFETY	SCP STATE BACKGROUND
01	151275	15.00	08/23/2024		NM DEPARTMENT OF PUBLIC SAFETY	FGP BACKGROUND
01	151276	600.00	08/23/2024		NMAAO LEA CO. ASSESSOR	NMAAO CONFERENCE ALBQ
01	151277	300.00	08/23/2024		NMAC/TREASURERS AFFILIATE	NMAC TREASURER'S AFFILIATE
01	151278	391.00	08/23/2024		NO HASSLE MUFFLER & AUTO SERVICE	CUSTODIAN VAN
01	151279	400.00	08/23/2024		NORTH PLAINS MALL MGMT, LLC	LEASE AGREEMENT
01	151280	16.00	08/23/2024		NWTX PHYSICIAN NETWORK, PLLC	INMATE MEDICAL
01	151281	172.03	08/23/2024		OREILLY AUTOMOTIVE, INC.	T9 FILTERS
01	151282	1680.45	08/23/2024		PORTIONPAC CHEMICAL CORPORATION	FLOOR FINISH REMOVER, AIR
01	151283	219.75	08/23/2024		R AND D SERVICE CENTER, INC	PARTS/SUPPLIES INV92998-00
01	151284	378.07	08/23/2024		RADIOLOGY ASSOCIATES OF	INMATE MEDICAL
01	151285	378.84	08/23/2024		RADIOLOGY ASSOCIATES OF	INMATE MEDICAL
01	151286	85.90	08/23/2024		REDWOOD TOXICOLOGY LAB, INC.	DRUG TESTING
01	151287	72.00	08/23/2024		ROAD RUNNER TRASH SERVICE	TRASH PICK UP BROADVIEW FD
01	151288	102.10	08/23/2024		ROMERO,TOMASITA MARGARITA	FGP STIPEND 8/5-8/16/24
01	151289	718.08	08/23/2024		SLEEPY PLAINS ANESTHESIA, LLC	INMATE MEDICAL
01	151290	910.44	08/23/2024		SNIDER ELECTRIC, INC	ELECTRICAL WORK PER CONTRACT
01	151291	7250.00	08/23/2024		SOUTHERN TIRE MART LLC	10 BLADE TIRES
01	151292	1922.64	08/23/2024		SOUTHWEST BUSINESS SOLUTIONS	PROFESSIONAL SERVICES
01	151293	1180.80	08/23/2024		SOUTHWEST CONSTRUCTION PARTS,INC	6" CUTTING EDGES CREW BLADES
01	151294	323.81	08/23/2024		SUZAHN HORTON	PUMP OUT GREASE TRAP
01	151295	3410.97	08/23/2024		TIREWORKS OF FARWELL, INC.	4 BLADE TIRES STOCK
01	151296	1948.50	08/23/2024		TRIADIC ENTERPRISES INC	ANNUAL RVI/REDACTION MAINTENANCE
01	151297	183.33	08/23/2024		UNIFIRST CORPORATION INC.	UNIFORMS PER CONTRACT
01	151298	2206.51	08/23/2024		WAGNER EQUIPMENT CO.	PARTS/SERVICE INVP10C0902954
01	151299	707.60	08/23/2024		4 RIVERS EQUIPMENT LLC	E43 WAFERS
01	151300	28.59	08/23/2024		BRIJA FERN MARIE	FGP STIPEND
01	151301	18.75	08/23/2024		JONES, MARY JO	SCP STIPEND
01	151302	27.93	08/23/2024		HACKLER, KARIE LOUISE	SCP STIPEND
01	151303	63478.00	08/23/2024	p	PUBLIC EMPLOYEES RETIREMENT	PERA RG DED PAYDAY 08/23/2024
01	151304	12612.10	08/23/2024	p	PUBLIC EMPLOYEES - LAW	PERA LE DED PAYDAY 08/23/2024
01	151305	30.48	08/27/2024	p	NEW MEXICO BANK & TRUST	FICA DED PAYDAY 08/27/2024
01	151306	7.13	08/27/2024	p	NEW MEXICO BANK & TRUST	MEDICR DED PAYDAY 08/27/2024
01	151307	434.60	08/29/2024	p	METROPOLITAN LIFE INSURANCE COMP	DAVIS1 DED PAYDAY 07/29/2024
01	151308	21.60	08/30/2024		A-1 LOCKPROS INC	FOR LOCK AND REPAIR INV114519
01	151309	6272.33	08/30/2024		AMAZON CAPITAL SERVICES, INC.	WALL DIVIDERS
01	151310	3176.25	08/30/2024		BRADLEY WELDING LLC	ANNUAL PREVENTATIVE MAINTENANCE
01	151311	14352.53	08/30/2024		CENTRAL CURRY SWCD	OPEN PO ADMINISTRATIVE SERVICES
01	151312	8754.42	08/30/2024		CHARLES OIL & GAS, INC.	PER CONTRACT FUEL INV 178313
01	151313	177.76	08/30/2024		CINTAS CORPORATION NO. 2	UNIFORMS INV 4203134442
01	151314	478.93	08/30/2024		CLAIBORNE REFRIGERATION CO INC	FOR REPAIRS INV 39975
01	151315	139.19	08/30/2024		CMB GARAGE DOORS, INC	GARAGE DOOR REPAIR/MAINTENANCE
01	151316	126502.75	08/30/2024		CORNERSTONE DETENTION PRODUC INC	DETENTION CENTER DOOR
01	151317	6600.00	08/30/2024		DONA ANA COUNTY	HOUSING JUVENILES OUT OF COUNTY
01	151318	749.57	08/30/2024		ECOLAB, INC	ADC PEST CONTROL
01	151319	8540.64	08/30/2024		ELIOR, INC.	FEEDING OF PRISONERS
01	151320	5264.69	08/30/2024		EPICOR SOFTWARE CORP	DOCSTAR MAINT. AGREEMENT
01	151321	13.81	08/30/2024		FEDERAL EXPRESS CORP.	RETURN LAPTOP TO IT
01	151322	1012.30	08/30/2024		FIRST ADVANTAGE OCCUP HEALTH SRV	PREEMPLOYMENT DRUG TEST
01	151323	64.00	08/30/2024		HARRIS,BRENDA ELLEN	STIPEND FGP 8/5-8/16/24
01	151324	53.00	08/30/2024		HOLGUIN, ANDRES	PER DIEM PRISONER TRANSP.
01	151325	864.50	08/30/2024		LA CASA DE BUENA SALUD	DENTAL CLAIMS APRIL 2024
01	151326	1059.50	08/30/2024		LA CASA DE BUENA SALUD	MEDICAL CLAIMS JUNE 2024
01	151327	33.00	08/30/2024		MARTINEZ, CHRISTOPHER	PER DIEM PRISONER TRANSP.
01	151328	3912.00	08/30/2024		MATT 25, INC/LIFE SKILLS	DWI & DV COUNSEL INV 803
01	151329	110.63	08/30/2024		MELROSE TIRE SERVICE, INC	TIRES/REPAIR/REP INV237828
01	151330	2315.80	08/30/2024		MOUNTAINTOP SERVICES, LLC	ANNUAL MAINTENANCE ON GENERATOR
01	151331	151.76	08/30/2024		NEW MEXICO GAS COMPANY INC	0711434 417 GIDDING (401)

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
01	151332	500.00	08/30/2024		NEW MEXICO MUNICIPAL LEAGUE	2024 LGD BUDGET CONFERENCE
01	151333	61626.02	08/30/2024		NICK GRIEGO & SONS CONST., INC.	SIDEWALK THROUGH FAIRGROUNDS
01	151334	256.47	08/30/2024		NORTH PLAINS MALL MGMT, LLC	ELECTRIC CHARGES
01	151335	124.08	08/30/2024		OREILLY AUTOMOTIVE, INC.	PARTS/SUPPLIES INV 110582
01	151336	22.00	08/30/2024		PETERSON, ANTHONY	PER DIEM PRISONER TRANSP.
01	151337	3138.88	08/30/2024		PRESBYTERIAN HEALTHCARE SERVICES	MEDICAL JUNE JULY 2024
01	151338	727.65	08/30/2024		RADIOLOGY ASSOCIATES OF	INMATE MEDICAL
01	151339	22.00	08/30/2024		RODERICK, HANNAH	PER DIEM PRISONER TRANSP.
01	151340	11.00	08/30/2024		SMITH, ED	PER DIEM PRISONER TRANSP
01	151341	1098.14	08/30/2024		SNIDER ELECTRIC, INC	INSTALL BLACK CORD FOR WELDERS
01	151342	549.36	08/30/2024		SOUTHERN TIRE MART LLC	P7 TIRES
01	151343	1200.00	08/30/2024		THE BACKWOODS APPAREL GRAPHICS	988 BANNER
01	151344	168.00	08/30/2024	V	THOMAS, SAMUEL	PER DIEM PRISONER TRANSP.
01	151345	1934.62	08/30/2024		TIREWORKS OF FARWELL, INC.	TIRE/REPAIR/REPL INV 336798
01	151346	259.20	08/30/2024		TRANE USA INC	AIR FILTERS
01	151347	183.33	08/30/2024		UNIFIRST CORPORATION INC.	UNIFORMS PER CONTRACT
01	151348	1727024.44	08/30/2024		WEIL CONSTRUCTION INC.	CONSTRUCTION OF LIVESTOCK
01	151349	19645.07	08/30/2024		YUCCA TELECOM COOP	NEW RAIDOS PER COMMISSION
01	151350	177.00	08/30/2024	V	THOMAS, SAMUEL	PER DIEM PRISONER TRANSP.
01	151351	111976.31	09/02/2024	p	HEALTH CARE AUTHORITY	BCBS SG DED PAYDAY 07/29/2024
01	151352	1666.72	09/02/2024	p	HEALTH CARE AUTHORITY	LIFE EM MATCH PAYDAY 07/29/2024
01	151353	29.79	09/02/2024	p	TAXATION & REVENUE DEPT	STATE DED PAYDAY 09/02/2024
01	151354	29.97	09/02/2024	p	NM RETIREE HEALTH CARE AUTH.	RETINS DED PAYDAY 09/02/2024
01	151355	274.16	09/02/2024	p	PUBLIC EMPLOYEES RETIREMENT	PERA RG DED PAYDAY 09/02/2024
01	151356	204.73	09/02/2024	p	NEW MEXICO BANK & TRUST	FICA DED PAYDAY 09/02/2024
01	151357	47.88	09/02/2024	p	NEW MEXICO BANK & TRUST	MEDICR DED PAYDAY 09/02/2024
01	151358	119.50	09/06/2024	p	UNITED WAY	UNITEDWY DED PAYDAY 09/06/2024
01	151359	7896.49	09/06/2024	p	TAXATION & REVENUE DEPT	STATE DED PAYDAY 09/06/2024
01	151360	301.57	09/06/2024	p	CURRY COUNTY	MISC DED PAYDAY 09/06/2024
01	151361	18012.93	09/06/2024	p	NEW MEXICO BANK & TRUST	FEDTAX DED PAYDAY 09/06/2024
01	151362	899.00	09/06/2024	p	VARIABLE ANNUITY LIFE INS. CO.	VALIC DED PAYDAY 09/06/2024
01	151363	23.85	09/06/2024	p	ANTHEM LIFE INSURANCE CO.	ANTHEM DED PAYDAY 09/06/2024
01	151364	38026.36	09/06/2024	p	NEW MEXICO BANK & TRUST	FICA DED PAYDAY 09/06/2024
01	151365	8893.27	09/06/2024	p	NEW MEXICO BANK & TRUST	MEDICR DED PAYDAY 09/06/2024
01	151366	121.00	09/06/2024	p	GLOBE LIFE & ACCIDENT INSURANCE	GLOBE IN DED PAYDAY 09/06/2024
01	151367	200.00	09/06/2024	p	AMERICAN HERITAGE	AMHRTG#2 DED PAYDAY 09/06/2024
01	151368	200.00	09/06/2024	p	USAA FEDERAL SAVINGS BANK	USAAOD DED PAYDAY 09/06/2024
01	151369	175.00	09/06/2024	p	PIONEER BANK	PIONEERB DED PAYDAY 09/06/2024
01	151370	400.00	09/06/2024	p	FIRST CONVENIENCE BANK	FRSTOD DED PAYDAY 09/06/2024
01	151371	522.10	09/06/2024	p	CHILD SUPPORT-TEXAS	CHILDSPT DED PAYDAY 09/06/2024
01	151372	50.00	09/06/2024	p	THE NORTHERN TRUST COMPANY	TNOTRCOM DED PAYDAY 09/06/2024
01	151373	350.00	09/06/2024	p	CANNON FEDERAL CREDIT UNION	CANNONC2 DED PAYDAY 09/06/2024
01	151374	1050.00	09/06/2024	p	PENTAGON FEDERAL CREDIT UNION	PENFCUSV DED PAYDAY 09/06/2024
01	151375	44.56	09/06/2024	p	TRUSTMARK VOLUNTARY BENEFIT	TMKACC DED PAYDAY 09/06/2024
01	151376	86.62	09/06/2024	p	SUN LIFE FINANCIAL	SUNLIFE DED PAYDAY 09/06/2024
01	151377	4890.00	09/06/2024	p	VOYA FINANCIAL	DFRCMP DED PAYDAY 09/06/2024
01	151378	2007.09	09/06/2024	p	SUNRISE BANKS, N.A.	TRUECONN DED PAYDAY 09/06/2024
01	151379	250.00	09/06/2024	p	THE BANCORP BANK	BANCOROD DED PAYDAY 09/06/2024
01	151380	100.00	09/06/2024	p	CASH APP	CASHAPP DED PAYDAY 09/06/2024
01	151381	177.23	09/06/2024	p	STATE OF NEW MEXICO CHILD	CHLDSPNM DED PAYDAY 09/06/2024
01	151382	471.40	09/06/2024		ABBA TECHNOLOGIES, INC.	MONTHLY DUO SUBSCIRPTION
01	151383	1232.82	09/06/2024		AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES
01	151384	1043.82	09/06/2024		AMERICAN TOWER CORPORATION	ATC LEASE#464510 FRIO DRAW NM
01	151385	162.10	09/06/2024		APIC SOLUTIONS INC.	BLACK NITRILE GLOVES,FENT GLOVES
01	151386	6740.04	09/06/2024		CHARLES OIL & GAS, INC.	PER CONTRACT FUEL INV177550
01	151387	177.76	09/06/2024		CINTAS CORPORATION NO. 2	PER CONTRACT UNIFORMS
01	151388	65.50	09/06/2024	V	CITY OF CLOVIS	JULY 2024 ANIMAL CONTROL
01	151389	2000.93	09/06/2024		CITY OF CLOVIS/GARBAGE	55248 REFUSE ADC
01	151390	1569.89	09/06/2024		CLAIBORNE REFRIGERATION CO INC	FOR REPAIRS INV 40088
01	151391	30.00	09/06/2024		CLOVIS BRANCH NAACP #6101	LANCE PYLE MEMBERSHIP

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
01	151392	78.00	09/06/2024		CLOVIS MUNICIPAL SCHOOLS	FGP MEALS AUGUST 2024
01	151393	6940.11	09/06/2024		DELK ENTERPRISES, LLC	FENCE AROUND SEPTIC AT STATION
01	151394	40.61	09/06/2024		EASTERN NM NATURAL GAS ASSOC.	MELROSE CLINIC GAS 4455500-04
01	151395	8526.98	09/06/2024		ELIOR, INC.	FEEDING OF PRISONERS
01	151396	3316.80	09/06/2024		EMPIRE PAPER COMPANY	BROOMS
01	151397	1757.26	09/06/2024		FARMERS ELECTRIC COOP	78280001 BROADVIEW FD
01	151398	1620.00	09/06/2024		FIRETROL PROTECTION SYSTEMS, INC	FOR REPAIRS INV100952631
01	151399	251.67	09/06/2024		FORREST TIRE CO INC	TIRES/REPAIR/REP INV832545
01	151400	10.23	09/06/2024		FRANSE, JERRIE LOU	SCP MILEAGE
01	151401	7668.96	09/06/2024		GLOBAL SPECTRA LP	SEPT 2024 MGT FEE
01	151402	123.30	09/06/2024		HACKLER, KARIE LOUISE	FGP STIPEND 8/18/24-8/31/24
01	151403	70.00	09/06/2024		HARRIS,BRENDA ELLEN	FGP STIPEND 8/18/24-8/31/24
01	151404	513.48	09/06/2024		HOLLAND'S CLOVIS OFFICE EQUIP	PRINTER MAINTENANCE
01	151405	176.91	09/06/2024		HOME AND AUTO SOLUTIONS, LLC	E50 GLASS INSTALL INV126403
01	151406	539.69	09/06/2024		INSITE TOWERS/VANGARD WIRELESS	PER CONTRACT TOWER LEASE
01	151407	50.10	09/06/2024		JONES, MARY JO	FGP STIPEND 8/18/24-8/31/24
01	151408	18.75	09/06/2024		JONES, MARY JO	SCP STIPEND
01	151409	716.92	09/06/2024		KAUFMAN'S WEST	SOENS - NMLEA UNIFORMS
01	151410	1003.20	09/06/2024		LOWES	PRESSURE WASHERS FOR (2)
01	151411	140.00	09/06/2024		MARTINEZ, ROSE ANN	FGP STIPEND
01	151412	1619.06	09/06/2024		MATTHEW BRATCHER	APPRAISAL OF 901 MITCHELL
01	151413	53.86	09/06/2024		MELROSE GRAIN & ELEVATOR	PARTS/SUPPLIES INV A180055
01	151414	106.94	09/06/2024		MONTANEZ, MARIA	FGP STIPEND 8/18/24-8/31/24
01	151415	17.97	09/06/2024		MONTANEZ, MARIA	SCP STIPEND
01	151416	1592.81	09/06/2024		MORRISON SHANNON E.	SUBH EVALUATION SERVICES
01	151417	630.97	09/06/2024		NEW MEXICO GAS COMPANY INC	0723688-6 TEXICO L0532T3R37ES05A
01	151418	495.25	09/06/2024		NM COMMISSION OF PUBLIC RECORDS	MICROFILM RECORDS STORAGE
01	151419	150.00	09/06/2024		NM DWI COORDINATORS AFFILIATE	DWI AFFILIATE DUES
01	151420	8.40	09/06/2024		OLLOM, KATHY	SCP MILEAGE
01	151421	144.00	09/06/2024		ROAD RUNNER TRASH SERVICE	FIELD FD TRASH PICK UP
01	151422	22181.97	09/06/2024		ROADRUNNER HEALTH SERVICES, LLC	INV 1398 3% INCREASE FOR
01	151423	191.67	09/06/2024		ROMERO,TOMASITA MARGARITA	FGP STIPEND 8/18/24-8/31/24
01	151424	177.00	09/06/2024		SMITH, ED	PER DIEM PRISONER TRANSP
01	151425	91.75	09/06/2024		SNIDER ELECTRIC, INC	REPAIRED LIGHTS
01	151426	1711.03	09/06/2024		TEDS AUTOMOTIVE SERVICE	C540 BRAKES AND ENGINE OIL PAN
01	151427	850.00	09/06/2024		THOMAS, SAMUEL	TRAVEL 1ST LINE SUP. TRAINING
01	151428	1469.98	09/06/2024		TIREWORKS OF FARWELL, INC.	E54 TIRE AND SERVICE CALL
01	151429	10000.00	09/06/2024		TRUE NORTH SOFTWARE LLC	MIGRATION TO TRUE NORTH CAD AND
01	151430	23.18	09/06/2024		ZOLMAN, GLORIA J.	FGP STIPEND 8/18/24-8/31/24
01	151431	3429.69	09/06/2024		4IMPRINT INC	EVENT MATERIALS
01	151432	6984.37	09/09/2024	p	NM RETIREE HEALTH CARE AUTH.	RETINS DED PAYDAY 09/06/2024
01	151433	63794.50	09/09/2024	p	PUBLIC EMPLOYEES RETIREMENT	PERA RG DED PAYDAY 09/06/2024
01	151434	12648.83	09/09/2024	p	PUBLIC EMPLOYEES - LAW	PERA LE DED PAYDAY 09/06/2024
01	151435	1419.66	09/09/2024	p	NM RETIREE HEALTH CARE - LAW	RETINS L DED PAYDAY 09/06/2024
01	151436	48.98	09/10/2024	p	TAXATION & REVENUE DEPT	STATE DED PAYDAY 09/10/2024
01	151437	120.16	09/10/2024	p	NEW MEXICO BANK & TRUST	FEDTAX DED PAYDAY 09/10/2024
01	151438	372.00	09/10/2024	p	NEW MEXICO BANK & TRUST	FICA DED PAYDAY 09/10/2024
01	151439	87.00	09/10/2024	p	NEW MEXICO BANK & TRUST	MEDICR DED PAYDAY 09/10/2024
01	151440	76.77	09/13/2024		BRASHEAR, DAWN M.	VOLUNTEER MILEAGE
01	151441	293.73	09/13/2024	V	BRIJA FERN MARIE	FGP STIPEND 8/18/24-8/31/24
01	151442	146.72	09/13/2024		BRIJA, DANNY L.	VOLUNTEER MILEAGE
01	151443	110.70	09/13/2024		COSLETT, CARL H.	VOLUNTEER MILEAGE
01	151444	129.70	09/13/2024		COSLETT, MELINDA SUE	VOLUNTEER MILEAGE
01	151445	19.65	09/13/2024		DURAN, CLEO M.	FGP TRAVEL
01	151446	16.24	09/13/2024		FISHER,JEAN R.	VOLUNTEER MILEAGE
01	151447	23.58	09/13/2024		GERMAIN, LEONA	VOLUNTEER MILEAGE
01	151448	59.61	09/13/2024		HALL, ESTHER	VOLUNTEER MILEAGE
01	151449	31.44	09/13/2024		LAWSON, LINDA	VOLUNTEER MILEAGE
01	151450	8.65	09/13/2024		MILLER, BONNIE W.	FGP TRAVEL
01	151451	18.34	09/13/2024		MORALEZ, BENJAMIN	VOLUNTEER MILEAGE

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
01	151452	18.34	09/13/2024		MORALEZ, DOLORES S.	VOLUNTEER MILEAGE
01	151453	53.45	09/13/2024		PAPONETTE, LINDA	VOLUNTEER MILEAGE
01	151454	13.10	09/13/2024		SERNA, JEANEANE K.	VOLUNTEER MILEAGE
01	151455	173.58	09/13/2024		SMITH DAVID D.	VOLUNTEER MILEAGE
01	151456	64.85	09/13/2024		STANFORD, LINDA	VOLUNTEER MILEAGE
01	151457	78.60	09/13/2024		WEIRAUCH,MONICA	VOLUNTEER MILEAGE
01	151458	11994.24	09/13/2024		ACTIVE CAMPUS LLC	CAMERAS FOR INDOOR
01	151459	1479.61	09/13/2024		AMAZON CAPITAL SERVICES, INC.	TISSUE
01	151460	12616.00	09/13/2024		CATERPILLAR FINANCIAL SERVICES	SEPT 2024 RD LEASE AGREEMENT
01	151461	177.76	09/13/2024		CINTAS CORPORATION NO. 2	PER CONTRACT UNIFORMS
01	151462	59.00	09/13/2024		CITY OF CLOVIS	JULY 2024 ANIMAL CONTROL
01	151463	46.50	09/13/2024		CITY OF CLOVIS	AUGUST 2024 ANIMAL CONTROL
01	151464	1351.58	09/13/2024		CITY OF CLOVIS/GARBAGE	EFFLUENT WATER AUGUST
01	151465	198.29	09/13/2024		CLAIBORNE REFRIGERATION CO INC	PLUMBING AT 417 GIDDING
01	151466	792.58	09/13/2024		CLAIBORNE REFRIGERATION CO INC	SEWER LINE SCOPE
01	151467	500.00	09/13/2024		CLOVIS CIVIC CENTER	RECOGNITION EVENT 11/9/2024
01	151468	119.55	09/13/2024		CLOVIS MEDIA INC	ITB 2024.25.06 INDOOR
01	151469	181.12	09/13/2024		CLOVIS MEDIA INC	LEGAL AD FOR ITB 2024.25.09
01	151470	3140.00	09/13/2024		CLOVIS STEEL LLC	BAR GRATES FOR
01	151471	608.30	09/13/2024		CONTINENTAL BATTERIES	E49 BATTER INV38012409051414
01	151472	5962.64	09/13/2024		COOK'S DIRECT, INC.	MEAT SLICER
01	151473	1066.67	09/13/2024		CURRY COUNTY ADMIN	RENT SEPT 2024
01	151474	18615.00	09/13/2024		CURRY COUNTY EVENTS CENTER	SEPT 2024 CCEC FUNDING PMT.
01	151475	750.51	09/13/2024		CURRY COUNTY SHERIFF	DWI ENFORCEMENT
01	151476	45.25	09/13/2024		DELGADO, DIANA	TRAVEL SUPST TRAINING
01	151477	12052.86	09/13/2024		DZ PUMP SERVICE	TEXICO BROWN WELL
01	151478	239.88	09/13/2024		EASTERN EQUIPMENT & SUPPLY	E34 BEARINGS INV39388/2
01	151479	8503.40	09/13/2024		ELIOR, INC.	FEEDING OF PRISONERS
01	151480	890.00	09/13/2024		ELLIOTT ELECTRIC SUPPLY, INC	FOR LIGHTS IN FACILITY
01	151481	1635.83	09/13/2024		EMPIRE PAPER COMPANY	CLEANING SUPPLIES PER CONTRACT
01	151482	22.17	09/13/2024		EPCOR WATER	538002 816 N MAIN DWI COMP.
01	151483	207.24	09/13/2024		FIRST ADVANTAGE OCCUP HEALTH SRV	EMPLOYEE DRUG SCREENING
01	151484	13565.57	09/13/2024		FRANK LEVACY TRUCKING LLC	PER CONTRACT HAULING CR18
01	151485	2149.79	09/13/2024		GOTO COMMUNICATIONS, INC.	PHONE SERVICES
01	151486	573.00	09/13/2024		GUTHALS NURSERY INC.	GROUNDS MAINT SUPPLIES
01	151487	71.51	09/13/2024		HOLLAND'S CLOVIS OFFICE EQUIP	COPIES
01	151488	2867.98	09/13/2024		ICS	INTAKE KITS, LICE BE GONE, RAZOR
01	151489	426.41	09/13/2024		LA CASA DE BUENA SALUD	MEDICAL CLAIMS MAY 2024
01	151490	226.20	09/13/2024		LA CASA DE BUENA SALUD	DENTAL CLAIMS JULY 2024
01	151491	707.85	09/13/2024		LA CASA DE BUENA SALUD	DENTAL CLAIMS JUN 2024 (LATE)
01	151492	368.56	09/13/2024		LA CASA DE BUENA SALUD	MEDICAL CLAIMS JULY 2024
01	151493	20000.00	09/13/2024		LEA COUNTY TREASURER	HOUSING JUVENILES OUT OF
01	151494	12925.59	09/13/2024		MACKE LAW & POLICY, LLC	AUGUST 2024 LEGAL SERVICES
01	151495	1828.79	09/13/2024		MENDEZ FOUNDATION, INC.	CURRICULUM
01	151496	15.89	09/13/2024		MORAN,ASHLEY	REIMBURSEMENT FOR PACKING
01	151497	1752.09	09/13/2024		MORRISON SHANNON E.	EVAL SERVICES ENFORCEMENT
01	151498	314537.75	09/13/2024		NEW MEXICO HUMAN SRVCS DEPT MAD	SAFEY NET CARE POOL
01	151499	2378.42	09/13/2024		NICK GRIEGO & SONS CONST., INC.	LANDSCAPE ROCK AT FAIRGROUNDS
01	151500	15.00	09/13/2024		NM DEPARTMENT OF PUBLIC SAFETY	SCP STATE BACKGROUND
01	151501	15.00	09/13/2024		NM DEPARTMENT OF PUBLIC SAFETY	SCP STATE BACKGROUND
01	151502	15.00	09/13/2024		NM DEPARTMENT OF PUBLIC SAFETY	FGP STATE BACKGROUND
01	151503	400.00	09/13/2024		NORTH PLAINS MALL MGMT, LLC	LEASE AGREEMENT
01	151504	9.79	09/13/2024		PETERSON, ANTHONY	PER DIEM PRISONER TRANSP.
01	151505	1705.00	09/13/2024		PETTIGREW & ASSOCIATES, PA	PROJECT CERTIFICATION SB24
01	151506	19.93	09/13/2024		PRICE, KRISTIAN	TRAVEL NMC ANNUAL CONFERENCE
01	151507	65.00	09/13/2024		PRICE, KRISTIAN	REIMBURSEMENT FOR CAFB BALL
01	151508	485.79	09/13/2024		SNIDER ELECTRIC, INC	ELECTRICAL WORK PER CONTRACT
01	151509	35.53	09/13/2024		TEXAS TECH UNIVERSITY HEALTH	BUSINESS CARDS FOR
01	151510	650.00	09/13/2024		THE REGENTS NM STATE UNIVERSITY	10 CLASS UNITS FOR ADC
01	151511	11.00	09/13/2024		THOMAS, SAMUEL	PER DIEM PRISONER TRANSP.

BANK	CK#	TOTAL	DATE	TYPE	NAME		DESC (1st line)
01	151512	693.30	09/13/2024		TK ELEVATOR CORP.		ELEVATOR MAINT PER CONTRACT
01	151513	2670.78	09/13/2024		TMS TOTAL MAINTENANCE SOLUTIONS		PLUMBING PARTS FOR MAINTENANCE
01	151514	59.24	09/13/2024		TRANE USA INC		AIR FILTERS
01	151515	2327.38	09/13/2024		TRIADIC ENTERPRISES INC		MONTHLY MAINT, ACOM, LIVE WEB
01	151516	366.66	09/13/2024		UNIFIRST CORPORATION INC.		UNIFORMS PER CONTRACT
01	151517	600.00	09/13/2024		UNITED WAY		DIAPER DRIVE
01	151518	201.00	09/13/2024		WAGNER EQUIPMENT CO.		PARTS INVP10C0904171
01	151519	15372.49	09/13/2024		XCEL ENERGY		300295610 818 N MAIN ST ADMIN
01	151520	4105.00	09/13/2024		4IMPRINT INC		PROMOTIONAL ITEMS FOR
01	151521	291.73	09/13/2024		BRIJA FERN MARIE		FGP STIPEND 8/18/24-8/31/24
	310	3123777.20	/ /		TOTAL	791.50	VOIDS

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
02	55256	872.00	08/23/2024	P	CARTER, JAMES	PYRL FM-08/04/2024 TO-08/17/2024
02	55257		08/23/2024	P	GARCIA, EDWARDO	PYRL FM-08/04/2024 TO-08/17/2024
02	55258	1314.33	09/02/2024	P	KOHLS, YOLANDA	PYRL FM-09/02/2024 TO-09/02/2024
02	55259	1169.87	09/06/2024	P	OROZCO, KYLEE	PYRL FM-08/18/2024 TO-08/31/2024
	4	3356.20	/ /		TOTAL	

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
DD	80787	893.32	08/23/2024	P	BAEZA, KARINA A	PYRL FM-08/04/2024 TO-08/17/2024
DD	80788	1327.64	08/23/2024	P	BENTLEY, KAITLIN	PYRL FM-08/04/2024 TO-08/17/2024
DD	80789	1619.09	08/23/2024	P	BOOTH, MICHAEL	PYRL FM-08/04/2024 TO-08/17/2024
DD	80790	1068.67	08/23/2024	P	GLASCOCK, MAKINZIE	PYRL FM-08/04/2024 TO-08/17/2024
DD	80791	415.59	08/23/2024	P	MORAN, ASHLEY	PYRL FM-08/04/2024 TO-08/17/2024
DD	80792	1676.63	08/23/2024	P	PRICE, KRISTIAN E	PYRL FM-08/04/2024 TO-08/17/2024
DD	80793	3358.36	08/23/2024	P	PYLE, LANCE ALAN	PYRL FM-08/04/2024 TO-08/17/2024
DD	80794	208.43	08/23/2024	P	ROYAL, SHANNON D	PYRL FM-08/04/2024 TO-08/17/2024
DD	80795	1740.48	08/23/2024	P	ROYBAL, DARIAN J	PYRL FM-08/04/2024 TO-08/17/2024
DD	80796	2438.61	08/23/2024	P	ALANIZ, JOSE T	PYRL FM-08/04/2024 TO-08/17/2024
DD	80797	477.65	08/23/2024	P	ARMENDARIZ, ANDREA	PYRL FM-08/04/2024 TO-08/17/2024
DD	80798	1105.40	08/23/2024	P	BELL, AMANDA M	PYRL FM-08/04/2024 TO-08/17/2024
DD	80799	1688.87	08/23/2024	P	BERNAL, ABYMAEL	PYRL FM-08/04/2024 TO-08/17/2024
DD	80800	1225.31	08/23/2024	P	BLAIR, AUSTIN	PYRL FM-08/04/2024 TO-08/17/2024
DD	80801	1379.38	08/23/2024	P	COLORADO, ECTOR	PYRL FM-08/04/2024 TO-08/17/2024
DD	80802	1578.11	08/23/2024	P	CORDOVA, MATTHEW	PYRL FM-08/04/2024 TO-08/17/2024
DD	80803	649.60	08/23/2024	P	ESPARZA, ANDREA	PYRL FM-08/04/2024 TO-08/17/2024
DD	80804	1433.24	08/23/2024	P	ESPINO, ABIGAIL	PYRL FM-08/04/2024 TO-08/17/2024
DD	80805	1108.87	08/23/2024	P	FEKETE, MARIANNA	PYRL FM-08/04/2024 TO-08/17/2024
DD	80806	1339.89	08/23/2024	P	FLORES, SANDRA L	PYRL FM-08/04/2024 TO-08/17/2024
DD	80807	1053.73	08/23/2024	P	FRANKLIN, BRIAN	PYRL FM-08/04/2024 TO-08/17/2024
DD	80808	3054.48	08/23/2024	P	GALLEGOS, MARK S	PYRL FM-08/04/2024 TO-08/17/2024
DD	80809	1395.80	08/23/2024	P	GONZALES, BETHANY R	PYRL FM-08/04/2024 TO-08/17/2024
DD	80810	1522.42	08/23/2024	P	GONZALEZ, SERGIO	PYRL FM-08/04/2024 TO-08/17/2024
DD	80811	512.64	08/23/2024	P	GRAHAM, DAWSON	PYRL FM-08/04/2024 TO-08/17/2024
DD	80812	824.32	08/23/2024	P	GRIEGO, BIANCA	PYRL FM-08/04/2024 TO-08/17/2024
DD	80813	1570.73	08/23/2024	P	GRIEGO, MARY P	PYRL FM-08/04/2024 TO-08/17/2024
DD	80814	518.15	08/23/2024	P	HAMMER, BRANDON K	PYRL FM-08/04/2024 TO-08/17/2024
DD	80815	1185.11	08/23/2024	P	HERNANDEZ, EMILY	PYRL FM-08/04/2024 TO-08/17/2024
DD	80816	1527.99	08/23/2024	P	HOLMAN, MARSHALL	PYRL FM-08/04/2024 TO-08/17/2024
DD	80817	1454.66	08/23/2024	P	JAUREGUI, ERICK	PYRL FM-08/04/2024 TO-08/17/2024
DD	80818	1185.03	08/23/2024	P	KIRVEN, TRANT	PYRL FM-08/04/2024 TO-08/17/2024
DD	80819	1442.40	08/23/2024	P	KOCH, KAITLIN A	PYRL FM-08/04/2024 TO-08/17/2024
DD	80820	1313.72	08/23/2024	P	KOHLS, YOLANDA	PYRL FM-08/04/2024 TO-08/17/2024
DD	80821	1852.83	08/23/2024	P	LUJAN, MELISSA L	PYRL FM-08/04/2024 TO-08/17/2024
DD	80822	1546.32	08/23/2024	P	MACIAS, JOHN NATHAN	PYRL FM-08/04/2024 TO-08/17/2024
DD	80823	1041.21	08/23/2024	P	MAESTAS, MERCEDES D	PYRL FM-08/04/2024 TO-08/17/2024
DD	80824	1544.07	08/23/2024	P	MARTINEZ, KARLA A	PYRL FM-08/04/2024 TO-08/17/2024
DD	80825	1751.48	08/23/2024	P	MORENO, CHRISTOPHER	PYRL FM-08/04/2024 TO-08/17/2024
DD	80826	1162.72	08/23/2024	P	OROZCO, KYLEE	PYRL FM-08/04/2024 TO-08/17/2024
DD	80827	2089.50	08/23/2024	P	RHUE, TERRI L	PYRL FM-08/04/2024 TO-08/17/2024
DD	80828	1232.00	08/23/2024	P	RIVERA, TY	PYRL FM-08/04/2024 TO-08/17/2024
DD	80829	1519.61	08/23/2024	P	SAIZ, IRMA	PYRL FM-08/04/2024 TO-08/17/2024
DD	80830	501.98	08/23/2024	P	SANCHEZ, ANGELINA	PYRL FM-08/04/2024 TO-08/17/2024
DD	80831	1644.97	08/23/2024	P	SILVA, LAUREEN L	PYRL FM-08/04/2024 TO-08/17/2024
DD	80832	1067.90	08/23/2024	P	SNOOK, SYMPHONY	PYRL FM-08/04/2024 TO-08/17/2024
DD	80833	525.02	08/23/2024	P	SPEARS, MARCUS E	PYRL FM-08/04/2024 TO-08/17/2024
DD	80834	1900.52	08/23/2024	P	STANFIELD, TABER J	PYRL FM-08/04/2024 TO-08/17/2024
DD	80835	555.48	08/23/2024	P	TAPIA, ATIANA	PYRL FM-08/04/2024 TO-08/17/2024
DD	80836	1640.03	08/23/2024	P	TOVAR, MONICA E	PYRL FM-08/04/2024 TO-08/17/2024
DD	80837	1950.45	08/23/2024	P	TOVAR, SALMA	PYRL FM-08/04/2024 TO-08/17/2024
DD	80838	872.63	08/23/2024	P	VALENTINE, JENNIFER	PYRL FM-08/04/2024 TO-08/17/2024
DD	80839	1373.97	08/23/2024	P	WAFER, SINNETTE NICOLE	PYRL FM-08/04/2024 TO-08/17/2024
DD	80840	1353.44	08/23/2024	P	WARD, BILLY	PYRL FM-08/04/2024 TO-08/17/2024
DD	80841	494.46	08/23/2024	P	ZUPKO, ELIZABETH A	PYRL FM-08/04/2024 TO-08/17/2024
DD	80842	990.92	08/23/2024	P	BALTAZAR, SARAH H	PYRL FM-08/04/2024 TO-08/17/2024
DD	80843	911.66	08/23/2024	P	DELK, MELISSA G	PYRL FM-08/04/2024 TO-08/17/2024
DD	80844	873.34	08/23/2024	P	GARCIA, MATTHEW J	PYRL FM-08/04/2024 TO-08/17/2024
DD	80845	799.09	08/23/2024	P	JONES, STEPHANIE	PYRL FM-08/04/2024 TO-08/17/2024
DD	80846	1919.86	08/23/2024	P	KELLEY, SAM A	PYRL FM-08/04/2024 TO-08/17/2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
DD	80847	1791.65	08/23/2024	P	LONDON, CANDACE R	PYRL FM-08/04/2024 TO-08/17/2024
DD	80848	896.11	08/23/2024	P	MCDANIEL, BEN L	PYRL FM-08/04/2024 TO-08/17/2024
DD	80849	1098.12	08/23/2024	P	RIGG, LACI	PYRL FM-08/04/2024 TO-08/17/2024
DD	80850	1224.29	08/23/2024	P	SWEARINGEN, MICHAEL ANDRE	PYRL FM-08/04/2024 TO-08/17/2024
DD	80851	1919.96	08/23/2024	P	ANCIRA, ADRIAN D	PYRL FM-08/04/2024 TO-08/17/2024
DD	80852	879.58	08/23/2024	P	BROWN, DENAE	PYRL FM-08/04/2024 TO-08/17/2024
DD	80853	986.52	08/23/2024	P	CROWLEY, MISTY	PYRL FM-08/04/2024 TO-08/17/2024
DD	80854	1615.54	08/23/2024	P	HOGLAND, ANASTASIA	PYRL FM-08/04/2024 TO-08/17/2024
DD	80855	223.38	08/23/2024	P	SANCHEZ, ROSA M	PYRL FM-08/04/2024 TO-08/17/2024
DD	80856	907.65	08/23/2024	P	TARANGO, ALEJANDRA	PYRL FM-08/04/2024 TO-08/17/2024
DD	80857	936.70	08/23/2024	P	WILSON, JODI KAUAN	PYRL FM-08/04/2024 TO-08/17/2024
DD	80858	499.48	08/23/2024	P	BENDER, BRADLEY	PYRL FM-08/04/2024 TO-08/17/2024
DD	80859	512.37	08/23/2024	P	LEATHERWOOD, DUSTY	PYRL FM-08/04/2024 TO-08/17/2024
DD	80860	739.49	08/23/2024	P	MADRID, FIDEL	PYRL FM-08/04/2024 TO-08/17/2024
DD	80861	555.82	08/23/2024	P	MARTIN, SETH H	PYRL FM-08/04/2024 TO-08/17/2024
DD	80862	567.49	08/23/2024	P	THORNTON, ROBERT E	PYRL FM-08/04/2024 TO-08/17/2024
DD	80863	1096.23	08/23/2024	P	DELGADO, DIANA C	PYRL FM-08/04/2024 TO-08/17/2024
DD	80864	987.17	08/23/2024	P	LOPEZ, JOANN	PYRL FM-08/04/2024 TO-08/17/2024
DD	80865	1378.76	08/23/2024	P	SCHWENN, SHAUNA M	PYRL FM-08/04/2024 TO-08/17/2024
DD	80866	1171.83	08/23/2024	P	SLOAN, JARED D	PYRL FM-08/04/2024 TO-08/17/2024
DD	80867	1252.30	08/23/2024	P	CROUCH, MELYNDA	PYRL FM-08/04/2024 TO-08/17/2024
DD	80868	3076.21	08/23/2024	P	HALL, TROY S	PYRL FM-08/04/2024 TO-08/17/2024
DD	80869	993.12	08/23/2024	P	MENDOZA, ANN M	PYRL FM-08/04/2024 TO-08/17/2024
DD	80870	1242.61	08/23/2024	P	NOACK, PAIGE	PYRL FM-08/04/2024 TO-08/17/2024
DD	80871	1216.67	08/23/2024	P	BACA, CHRISTOPHER L	PYRL FM-08/04/2024 TO-08/17/2024
DD	80872	1470.32	08/23/2024	P	BRZOZOWSKE, BETHANY M	PYRL FM-08/04/2024 TO-08/17/2024
DD	80873	1394.44	08/23/2024	P	CASSIDY, DIANA	PYRL FM-08/04/2024 TO-08/17/2024
DD	80874	1179.37	08/23/2024	P	RICHTER, KIMBERLY A	PYRL FM-08/04/2024 TO-08/17/2024
DD	80875	1265.84	08/23/2024	P	BAKER, JAYLIN	PYRL FM-08/04/2024 TO-08/17/2024
DD	80876	1017.11	08/23/2024	P	RICHTER, STACEY	PYRL FM-08/04/2024 TO-08/17/2024
DD	80877	1393.54	08/23/2024	P	SUTHERLAND, ROBERT C	PYRL FM-08/04/2024 TO-08/17/2024
DD	80878	2093.98	08/23/2024	P	ULSES, ROBERT TODD	PYRL FM-08/04/2024 TO-08/17/2024
DD	80879	841.96	08/23/2024	P	AGUILAR, AMANDA J	PYRL FM-08/04/2024 TO-08/17/2024
DD	80880	1080.33	08/23/2024	P	BACA, ALEXANDRA E	PYRL FM-08/04/2024 TO-08/17/2024
DD	80881	1209.33	08/23/2024	P	GARCIA, ERIK	PYRL FM-08/04/2024 TO-08/17/2024
DD	80882	1076.86	08/23/2024	P	GOODMAN JR, JONEL O	PYRL FM-08/04/2024 TO-08/17/2024
DD	80883	965.45	08/23/2024	P	JONES, PHILIP S	PYRL FM-08/04/2024 TO-08/17/2024
DD	80884	1354.01	08/23/2024	P	KELLEY, TYLER L	PYRL FM-08/04/2024 TO-08/17/2024
DD	80885	1017.93	08/23/2024	P	MCCALL, DAWN M	PYRL FM-08/04/2024 TO-08/17/2024
DD	80886	2603.22	08/23/2024	P	ROBERTS, BEN D	PYRL FM-08/04/2024 TO-08/17/2024
DD	80887	1235.07	08/23/2024	P	SANDOVAL, RANDY R	PYRL FM-08/04/2024 TO-08/17/2024
DD	80888	582.51	08/23/2024	P	BARNETT, HOLLIE	PYRL FM-08/04/2024 TO-08/17/2024
DD	80889	1742.65	08/23/2024	P	BEEVERS, GORDON J	PYRL FM-08/04/2024 TO-08/17/2024
DD	80890	1233.39	08/23/2024	P	BRINKLEY, DAVID W	PYRL FM-08/04/2024 TO-08/17/2024
DD	80891	990.86	08/23/2024	P	BROWN, KELLY B	PYRL FM-08/04/2024 TO-08/17/2024
DD	80892	1130.72	08/23/2024	P	BURNETT, JEREMY DON	PYRL FM-08/04/2024 TO-08/17/2024
DD	80893	1120.19	08/23/2024	P	CROWLEY, DANNY R	PYRL FM-08/04/2024 TO-08/17/2024
DD	80894	931.04	08/23/2024	P	CURTIS, DAVID	PYRL FM-08/04/2024 TO-08/17/2024
DD	80895	1362.11	08/23/2024	P	DAVIS, CALVIN	PYRL FM-08/04/2024 TO-08/17/2024
DD	80896	1261.93	08/23/2024	P	DOWNEY, DAVID	PYRL FM-08/04/2024 TO-08/17/2024
DD	80897	1198.83	08/23/2024	P	ELLIS, LESTER J	PYRL FM-08/04/2024 TO-08/17/2024
DD	80898	955.34	08/23/2024	P	FOLLOWILL, LORA S	PYRL FM-08/04/2024 TO-08/17/2024
DD	80899	1146.16	08/23/2024	P	GRIGSBY, RODGER A	PYRL FM-08/04/2024 TO-08/17/2024
DD	80900	1296.64	08/23/2024	P	HARGROVE, JOEY W	PYRL FM-08/04/2024 TO-08/17/2024
DD	80901	993.68	08/23/2024	P	HICKMAN, TIMMY A	PYRL FM-08/04/2024 TO-08/17/2024
DD	80902	2012.23	08/23/2024	P	JONES, EMORY W	PYRL FM-08/04/2024 TO-08/17/2024
DD	80903	981.61	08/23/2024	P	KNIGHT, CLAYTON	PYRL FM-08/04/2024 TO-08/17/2024
DD	80904	941.77	08/23/2024	P	KNIGHT, DALTON	PYRL FM-08/04/2024 TO-08/17/2024
DD	80905	1125.41	08/23/2024	P	LEWIS, DAVID D	PYRL FM-08/04/2024 TO-08/17/2024
DD	80906	1102.99	08/23/2024	P	MARTINEZ, LORENZO L	PYRL FM-08/04/2024 TO-08/17/2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
DD	80907	922.48	08/23/2024	P	NAVARRO, ERIC M	PYRL FM-08/04/2024 TO-08/17/2024
DD	80908	1031.86	08/23/2024	P	WHITEHEAD, TARRON D	PYRL FM-08/04/2024 TO-08/17/2024
DD	80909	1443.76	08/23/2024	P	WINES, MATTHEW C	PYRL FM-08/04/2024 TO-08/17/2024
DD	80910	1680.18	08/23/2024	P	BACA, ROBERT A	PYRL FM-08/04/2024 TO-08/17/2024
DD	80911	1159.58	08/23/2024	P	BAZAN, JEAN LUC M	PYRL FM-08/04/2024 TO-08/17/2024
DD	80912	1968.93	08/23/2024	P	BROCKETT, MICHAEL D	PYRL FM-08/04/2024 TO-08/17/2024
DD	80913	2423.11	08/23/2024	P	CALBERT, DIANNE	PYRL FM-08/04/2024 TO-08/17/2024
DD	80914	2103.83	08/23/2024	P	CORDOVA, MIA S	PYRL FM-08/04/2024 TO-08/17/2024
DD	80915	2609.44	08/23/2024	P	GARRISON, DONALD	PYRL FM-08/04/2024 TO-08/17/2024
DD	80916	1769.91	08/23/2024	P	GLASCOCK, DEVIN D	PYRL FM-08/04/2024 TO-08/17/2024
DD	80917	1024.61	08/23/2024	P	GONZALES, JASMIN	PYRL FM-08/04/2024 TO-08/17/2024
DD	80918	1544.59	08/23/2024	P	GOODWIN IV, EDWARD D	PYRL FM-08/04/2024 TO-08/17/2024
DD	80919	937.20	08/23/2024	P	GOSSMAN, JAREN M	PYRL FM-08/04/2024 TO-08/17/2024
DD	80920	1272.63	08/23/2024	P	HOLGUIN, ANDRES	PYRL FM-08/04/2024 TO-08/17/2024
DD	80921	1912.21	08/23/2024	P	JOHNSON, KOURTLAND	PYRL FM-08/04/2024 TO-08/17/2024
DD	80922	1240.20	08/23/2024	P	MADSEN, JOEL	PYRL FM-08/04/2024 TO-08/17/2024
DD	80923	1684.43	08/23/2024	P	MARTINEZ, CHRISTOPHER	PYRL FM-08/04/2024 TO-08/17/2024
DD	80924	221.67	08/23/2024	P	PARK, ALLISON	PYRL FM-08/04/2024 TO-08/17/2024
DD	80925	3326.05	08/23/2024	P	PARK, HARVEY A	PYRL FM-08/04/2024 TO-08/17/2024
DD	80926	895.05	08/23/2024	P	PEEL, HAYDEN L	PYRL FM-08/04/2024 TO-08/17/2024
DD	80927	1223.73	08/23/2024	P	PETERSON, ANTHONY R	PYRL FM-08/04/2024 TO-08/17/2024
DD	80928	1237.83	08/23/2024	P	RODERICK, HANNAH	PYRL FM-08/04/2024 TO-08/17/2024
DD	80929	1635.38	08/23/2024	P	ROMERO, ERICA M	PYRL FM-08/04/2024 TO-08/17/2024
DD	80930	2622.43	08/23/2024	P	SCHWOPE, JOSHUA J	PYRL FM-08/04/2024 TO-08/17/2024
DD	80931	1320.39	08/23/2024	P	SMITH, EDWARD R	PYRL FM-08/04/2024 TO-08/17/2024
DD	80932	1458.87	08/23/2024	P	SOENS, DEIDRA	PYRL FM-08/04/2024 TO-08/17/2024
DD	80933	885.04	08/23/2024	P	STANFIELD, SARA A	PYRL FM-08/04/2024 TO-08/17/2024
DD	80934	1133.49	08/23/2024	P	THOMAS, SAMUEL	PYRL FM-08/04/2024 TO-08/17/2024
DD	80935	1185.51	08/23/2024	P	WALLER, WESLEY W	PYRL FM-08/04/2024 TO-08/17/2024
DD	80936	1188.98	08/23/2024	P	WHITE, LESLIE J	PYRL FM-08/04/2024 TO-08/17/2024
DD	80937	2409.66	08/23/2024	P	WILCOX, SONNY M	PYRL FM-08/04/2024 TO-08/17/2024
DD	80938	450.25	08/23/2024	P	KEMPF, KENDALL D	PYRL FM-08/04/2024 TO-08/17/2024
DD	80939	871.52	08/23/2024	P	LAGOS, NANCY E	PYRL FM-08/04/2024 TO-08/17/2024
DD	80940	916.50	08/23/2024	P	LONG, AUTUMN	PYRL FM-08/04/2024 TO-08/17/2024
DD	80941	1513.72	08/23/2024	P	SPRIGGS, DEBBIE L	PYRL FM-08/04/2024 TO-08/17/2024
DD	80942	226.99	08/27/2024	P	SANCHEZ, ROSA M	PYRL FM-08/26/2024 TO-08/26/2024
DD	80943	893.32	09/06/2024	P	BAEZA, KARINA A	PYRL FM-08/18/2024 TO-08/31/2024
DD	80944	1327.64	09/06/2024	P	BENTLEY, KAITLIN	PYRL FM-08/18/2024 TO-08/31/2024
DD	80945	1619.09	09/06/2024	P	BOOTH, MICHAEL	PYRL FM-08/18/2024 TO-08/31/2024
DD	80946	1068.67	09/06/2024	P	GLASCOCK, MAKINZIE	PYRL FM-08/18/2024 TO-08/31/2024
DD	80947	441.25	09/06/2024	P	MORAN, ASHLEY	PYRL FM-08/18/2024 TO-08/31/2024
DD	80948	1676.63	09/06/2024	P	PRICE, KRISTIAN E	PYRL FM-08/18/2024 TO-08/31/2024
DD	80949	3360.54	09/06/2024	P	PYLE, LANCE ALAN	PYRL FM-08/18/2024 TO-08/31/2024
DD	80950	200.09	09/06/2024	P	ROYAL, SHANNON D	PYRL FM-08/18/2024 TO-08/31/2024
DD	80951	1740.48	09/06/2024	P	ROYBAL, DARIAN J	PYRL FM-08/18/2024 TO-08/31/2024
DD	80952	2438.61	09/06/2024	P	ALANIZ, JOSE T	PYRL FM-08/18/2024 TO-08/31/2024
DD	80953	556.94	09/06/2024	P	ARMENDARIZ, ANDREA	PYRL FM-08/18/2024 TO-08/31/2024
DD	80954	1105.40	09/06/2024	P	BELL, AMANDA M	PYRL FM-08/18/2024 TO-08/31/2024
DD	80955	1893.09	09/06/2024	P	BERNAL, ABYMAEL	PYRL FM-08/18/2024 TO-08/31/2024
DD	80956	1380.27	09/06/2024	P	BLAIR, AUSTIN	PYRL FM-08/18/2024 TO-08/31/2024
DD	80957	1940.75	09/06/2024	P	COLORADO, ECTOR	PYRL FM-08/18/2024 TO-08/31/2024
DD	80958	1516.82	09/06/2024	P	CORDOVA, MATTHEW	PYRL FM-08/18/2024 TO-08/31/2024
DD	80959	650.27	09/06/2024	P	ESPARZA, ANDREA	PYRL FM-08/18/2024 TO-08/31/2024
DD	80960	1433.24	09/06/2024	P	ESPINO, ABIGAIL	PYRL FM-08/18/2024 TO-08/31/2024
DD	80961	1126.18	09/06/2024	P	FEKETE, MARIANNA	PYRL FM-08/18/2024 TO-08/31/2024
DD	80962	1253.84	09/06/2024	P	FLORES, SANDRA L	PYRL FM-08/18/2024 TO-08/31/2024
DD	80963	992.39	09/06/2024	P	FRANKLIN, BRIAN	PYRL FM-08/18/2024 TO-08/31/2024
DD	80964	3054.48	09/06/2024	P	GALLEGOS, MARK S	PYRL FM-08/18/2024 TO-08/31/2024
DD	80965	765.38	09/06/2024	P	GARCIA, EDWARDO	PYRL FM-08/18/2024 TO-08/31/2024
DD	80966	1586.46	09/06/2024	P	GONZALES, BETHANY R	PYRL FM-08/18/2024 TO-08/31/2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
DD	80967	1359.00	09/06/2024	P	GONZALEZ, SERGIO	PYRL FM-08/18/2024 TO-08/31/2024
DD	80968	871.41	09/06/2024	P	GRAHAM, DAWSON	PYRL FM-08/18/2024 TO-08/31/2024
DD	80969	824.32	09/06/2024	P	GRIEGO, BIANCA	PYRL FM-08/18/2024 TO-08/31/2024
DD	80970	1728.12	09/06/2024	P	GRIEGO, MARY P	PYRL FM-08/18/2024 TO-08/31/2024
DD	80971	1070.53	09/06/2024	P	HAMMER, BRANDON K	PYRL FM-08/18/2024 TO-08/31/2024
DD	80972	1055.63	09/06/2024	P	HERNANDEZ, EMILY	PYRL FM-08/18/2024 TO-08/31/2024
DD	80973	1563.91	09/06/2024	P	HOLMAN, MARSHALL	PYRL FM-08/18/2024 TO-08/31/2024
DD	80974	1593.66	09/06/2024	P	JAUREGUI, ERICK	PYRL FM-08/18/2024 TO-08/31/2024
DD	80975	1099.74	09/06/2024	P	KIRVEN, TRANT	PYRL FM-08/18/2024 TO-08/31/2024
DD	80976	1442.40	09/06/2024	P	KOCH, KAITLIN A	PYRL FM-08/18/2024 TO-08/31/2024
DD	80977	1852.83	09/06/2024	P	LUJAN, MELISSA L	PYRL FM-08/18/2024 TO-08/31/2024
DD	80978	1353.65	09/06/2024	P	MACIAS, JOHN NATHAN	PYRL FM-08/18/2024 TO-08/31/2024
DD	80979	1519.77	09/06/2024	P	MAESTAS, MERCEDES D	PYRL FM-08/18/2024 TO-08/31/2024
DD	80980	1304.91	09/06/2024	P	MARTINEZ, KARLA A	PYRL FM-08/18/2024 TO-08/31/2024
DD	80981	2185.72	09/06/2024	P	MORENO, CHRISTOPHER	PYRL FM-08/18/2024 TO-08/31/2024
DD	80982	1313.12	09/06/2024	P	RHUE, TERRI L	PYRL FM-08/18/2024 TO-08/31/2024
DD	80983	1543.48	09/06/2024	P	RIVERA, TY	PYRL FM-08/18/2024 TO-08/31/2024
DD	80984	1652.24	09/06/2024	P	SAIZ, IRMA	PYRL FM-08/18/2024 TO-08/31/2024
DD	80985	443.84	09/06/2024	P	SANCHEZ, ANGELINA	PYRL FM-08/18/2024 TO-08/31/2024
DD	80986	1641.46	09/06/2024	P	SILVA, LAUREEN L	PYRL FM-08/18/2024 TO-08/31/2024
DD	80987	554.39	09/06/2024	P	SMITH, TAMIA T	PYRL FM-08/18/2024 TO-08/31/2024
DD	80988	611.92	09/06/2024	P	SNOOK, SYMPHONY	PYRL FM-08/18/2024 TO-08/31/2024
DD	80989	563.86	09/06/2024	P	SPEARS, MARCUS E	PYRL FM-08/18/2024 TO-08/31/2024
DD	80990	1734.94	09/06/2024	P	STANFIELD, TABER J	PYRL FM-08/18/2024 TO-08/31/2024
DD	80991	550.10	09/06/2024	P	TAPIA, ATIANA	PYRL FM-08/18/2024 TO-08/31/2024
DD	80992	1664.06	09/06/2024	P	TOVAR, MONICA E	PYRL FM-08/18/2024 TO-08/31/2024
DD	80993	1646.85	09/06/2024	P	TOVAR, SALMA	PYRL FM-08/18/2024 TO-08/31/2024
DD	80994	933.24	09/06/2024	P	VALENTINE, JENNIFER	PYRL FM-08/18/2024 TO-08/31/2024
DD	80995	283.13	09/06/2024	P	VIGIL, ANNICE M	PYRL FM-08/18/2024 TO-08/31/2024
DD	80996	1366.69	09/06/2024	P	WAFER, SINNETTE NICOLE	PYRL FM-08/18/2024 TO-08/31/2024
DD	80997	1477.19	09/06/2024	P	WARD, BILLY	PYRL FM-08/18/2024 TO-08/31/2024
DD	80998	891.44	09/06/2024	P	ZUPKO, ELIZABETH A	PYRL FM-08/18/2024 TO-08/31/2024
DD	80999	161.61	09/06/2024	P	BAKER, REMINGTON L	PYRL FM-08/18/2024 TO-08/31/2024
DD	81000	990.91	09/06/2024	P	BALTAZAR, SARAH H	PYRL FM-08/18/2024 TO-08/31/2024
DD	81001	911.66	09/06/2024	P	DELK, MELISSA G	PYRL FM-08/18/2024 TO-08/31/2024
DD	81002	873.34	09/06/2024	P	GARCIA, MATTHEW J	PYRL FM-08/18/2024 TO-08/31/2024
DD	81003	799.09	09/06/2024	P	JONES, STEPHANIE	PYRL FM-08/18/2024 TO-08/31/2024
DD	81004	1919.86	09/06/2024	P	KELLEY, SAM A	PYRL FM-08/18/2024 TO-08/31/2024
DD	81005	1791.65	09/06/2024	P	LONDON, CANDACE R	PYRL FM-08/18/2024 TO-08/31/2024
DD	81006	896.11	09/06/2024	P	MCDANIEL, BEN L	PYRL FM-08/18/2024 TO-08/31/2024
DD	81007	1098.12	09/06/2024	P	RIGG, LACI	PYRL FM-08/18/2024 TO-08/31/2024
DD	81008	1224.29	09/06/2024	P	SWEARINGEN, MICHAEL ANDRE	PYRL FM-08/18/2024 TO-08/31/2024
DD	81009	1919.96	09/06/2024	P	ANCIRA, ADRIAN D	PYRL FM-08/18/2024 TO-08/31/2024
DD	81010	879.59	09/06/2024	P	BROWN, DENAE	PYRL FM-08/18/2024 TO-08/31/2024
DD	81011	986.52	09/06/2024	P	CROWLEY, MISTY	PYRL FM-08/18/2024 TO-08/31/2024
DD	81012	1615.54	09/06/2024	P	HOGLAND, ANASTASIA	PYRL FM-08/18/2024 TO-08/31/2024
DD	81013	345.89	09/06/2024	P	SANCHEZ, ROSA M	PYRL FM-08/18/2024 TO-08/31/2024
DD	81014	907.65	09/06/2024	P	TARANGO, ALEJANDRA	PYRL FM-08/18/2024 TO-08/31/2024
DD	81015	936.71	09/06/2024	P	WILSON, JODI KAUAN	PYRL FM-08/18/2024 TO-08/31/2024
DD	81016	499.48	09/06/2024	P	BENDER, BRADLEY	PYRL FM-08/18/2024 TO-08/31/2024
DD	81017	512.37	09/06/2024	P	LEATHERWOOD, DUSTY	PYRL FM-08/18/2024 TO-08/31/2024
DD	81018	739.49	09/06/2024	P	MADRID, FIDEL	PYRL FM-08/18/2024 TO-08/31/2024
DD	81019	555.82	09/06/2024	P	MARTIN, SETH H	PYRL FM-08/18/2024 TO-08/31/2024
DD	81020	567.49	09/06/2024	P	THORNTON, ROBERT E	PYRL FM-08/18/2024 TO-08/31/2024
DD	81021	1096.23	09/06/2024	P	DELGADO, DIANA C	PYRL FM-08/18/2024 TO-08/31/2024
DD	81022	987.18	09/06/2024	P	LOPEZ, JOANN	PYRL FM-08/18/2024 TO-08/31/2024
DD	81023	1378.76	09/06/2024	P	SCHWENN, SHAUNA M	PYRL FM-08/18/2024 TO-08/31/2024
DD	81024	1171.83	09/06/2024	P	SLOAN, JARED D	PYRL FM-08/18/2024 TO-08/31/2024
DD	81025	1252.30	09/06/2024	P	CROUCH, MELYNDA	PYRL FM-08/18/2024 TO-08/31/2024
DD	81026	3076.21	09/06/2024	P	HALL, TROY S	PYRL FM-08/18/2024 TO-08/31/2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
DD	81027	993.12	09/06/2024	P	MENDOZA, ANN M	PYRL FM-08/18/2024 TO-08/31/2024
DD	81028	1242.61	09/06/2024	P	NOACK, PAIGE	PYRL FM-08/18/2024 TO-08/31/2024
DD	81029	1216.67	09/06/2024	P	BACA, CHRISTOPHER L	PYRL FM-08/18/2024 TO-08/31/2024
DD	81030	1470.32	09/06/2024	P	BRZOZOWSKE, BETHANY M	PYRL FM-08/18/2024 TO-08/31/2024
DD	81031	1394.44	09/06/2024	P	CASSIDY, DIANA	PYRL FM-08/18/2024 TO-08/31/2024
DD	81032	1179.37	09/06/2024	P	RICHTER, KIMBERLY A	PYRL FM-08/18/2024 TO-08/31/2024
DD	81033	484.55	09/06/2024	P	VASQUEZ, LORETTA K	PYRL FM-08/18/2024 TO-08/31/2024
DD	81034	1265.84	09/06/2024	P	BAKER, JAYLIN	PYRL FM-08/18/2024 TO-08/31/2024
DD	81035	1017.11	09/06/2024	P	RICHTER, STACEY	PYRL FM-08/18/2024 TO-08/31/2024
DD	81036	1393.54	09/06/2024	P	SUTHERLAND, ROBERT C	PYRL FM-08/18/2024 TO-08/31/2024
DD	81037	2093.97	09/06/2024	P	ULSES, ROBERT TODD	PYRL FM-08/18/2024 TO-08/31/2024
DD	81038	841.96	09/06/2024	P	AGUILAR, AMANDA J	PYRL FM-08/18/2024 TO-08/31/2024
DD	81039	1080.34	09/06/2024	P	BACA, ALEXANDRA E	PYRL FM-08/18/2024 TO-08/31/2024
DD	81040	1063.50	09/06/2024	P	GARCIA, ERIK	PYRL FM-08/18/2024 TO-08/31/2024
DD	81041	1076.86	09/06/2024	P	GOODMAN JR, JONEL O	PYRL FM-08/18/2024 TO-08/31/2024
DD	81042	1109.07	09/06/2024	P	JONES, PHILIP S	PYRL FM-08/18/2024 TO-08/31/2024
DD	81043	1354.01	09/06/2024	P	KELLEY, TYLER L	PYRL FM-08/18/2024 TO-08/31/2024
DD	81044	1017.93	09/06/2024	P	MCCALL, DAWN M	PYRL FM-08/18/2024 TO-08/31/2024
DD	81045	2603.22	09/06/2024	P	ROBERTS, BEN D	PYRL FM-08/18/2024 TO-08/31/2024
DD	81046	1235.06	09/06/2024	P	SANDOVAL, RANDY R	PYRL FM-08/18/2024 TO-08/31/2024
DD	81047	582.51	09/06/2024	P	BARNETT, HOLLIE	PYRL FM-08/18/2024 TO-08/31/2024
DD	81048	1743.38	09/06/2024	P	BEEVERS, GORDON J	PYRL FM-08/18/2024 TO-08/31/2024
DD	81049	1233.39	09/06/2024	P	BRINKLEY, DAVID W	PYRL FM-08/18/2024 TO-08/31/2024
DD	81050	990.86	09/06/2024	P	BROWN, KELLY B	PYRL FM-08/18/2024 TO-08/31/2024
DD	81051	1130.72	09/06/2024	P	BURNETT, JEREMY DON	PYRL FM-08/18/2024 TO-08/31/2024
DD	81052	1120.19	09/06/2024	P	CROWLEY, DANNY R	PYRL FM-08/18/2024 TO-08/31/2024
DD	81053	920.66	09/06/2024	P	CURTIS, DAVID	PYRL FM-08/18/2024 TO-08/31/2024
DD	81054	1361.89	09/06/2024	P	DAVIS, CALVIN	PYRL FM-08/18/2024 TO-08/31/2024
DD	81055	1261.93	09/06/2024	P	DOWNEY, DAVID	PYRL FM-08/18/2024 TO-08/31/2024
DD	81056	1198.14	09/06/2024	P	ELLIS, LESTER J	PYRL FM-08/18/2024 TO-08/31/2024
DD	81057	955.34	09/06/2024	P	FOLLOWILL, LORA S	PYRL FM-08/18/2024 TO-08/31/2024
DD	81058	1146.16	09/06/2024	P	GRIGSBY, RODGER A	PYRL FM-08/18/2024 TO-08/31/2024
DD	81059	1145.21	09/06/2024	P	HARGROVE, JOEY W	PYRL FM-08/18/2024 TO-08/31/2024
DD	81060	993.68	09/06/2024	P	HICKMAN, TIMMY A	PYRL FM-08/18/2024 TO-08/31/2024
DD	81061	2014.30	09/06/2024	P	JONES, EMORY W	PYRL FM-08/18/2024 TO-08/31/2024
DD	81062	982.27	09/06/2024	P	KNIGHT, CLAYTON	PYRL FM-08/18/2024 TO-08/31/2024
DD	81063	932.93	09/06/2024	P	KNIGHT, DALTON	PYRL FM-08/18/2024 TO-08/31/2024
DD	81064	1126.13	09/06/2024	P	LEWIS, DAVID D	PYRL FM-08/18/2024 TO-08/31/2024
DD	81065	1102.99	09/06/2024	P	MARTINEZ, LORENZO L	PYRL FM-08/18/2024 TO-08/31/2024
DD	81066	922.48	09/06/2024	P	NAVARRO, ERIC M	PYRL FM-08/18/2024 TO-08/31/2024
DD	81067	1032.52	09/06/2024	P	WHITEHEAD, TARRON D	PYRL FM-08/18/2024 TO-08/31/2024
DD	81068	1132.96	09/06/2024	P	WINES, MATTHEW C	PYRL FM-08/18/2024 TO-08/31/2024
DD	81069	1551.37	09/06/2024	P	BACA, ROBERT A	PYRL FM-08/18/2024 TO-08/31/2024
DD	81070	1257.04	09/06/2024	P	BAZAN, JEAN LUC M	PYRL FM-08/18/2024 TO-08/31/2024
DD	81071	1968.93	09/06/2024	P	BROCKETT, MICHAEL D	PYRL FM-08/18/2024 TO-08/31/2024
DD	81072	2579.93	09/06/2024	P	CALBERT, DIANNE	PYRL FM-08/18/2024 TO-08/31/2024
DD	81073	1617.26	09/06/2024	P	CORDOVA, MIA S	PYRL FM-08/18/2024 TO-08/31/2024
DD	81074	2133.03	09/06/2024	P	GARRISON, DONALD	PYRL FM-08/18/2024 TO-08/31/2024
DD	81075	1271.57	09/06/2024	P	GLASCOCK, DEVIN D	PYRL FM-08/18/2024 TO-08/31/2024
DD	81076	1024.61	09/06/2024	P	GONZALES, JASMIN	PYRL FM-08/18/2024 TO-08/31/2024
DD	81077	1568.08	09/06/2024	P	GOODWIN IV, EDWARD D	PYRL FM-08/18/2024 TO-08/31/2024
DD	81078	836.99	09/06/2024	P	GOSSMAN, JAREN M	PYRL FM-08/18/2024 TO-08/31/2024
DD	81079	1212.29	09/06/2024	P	HOLGUIN, ANDRES	PYRL FM-08/18/2024 TO-08/31/2024
DD	81080	1589.55	09/06/2024	P	JOHNSON, KOURTLAND	PYRL FM-08/18/2024 TO-08/31/2024
DD	81081	1035.34	09/06/2024	P	MADSEN, JOEL	PYRL FM-08/18/2024 TO-08/31/2024
DD	81082	857.79	09/06/2024	P	MARTINEZ, CHRISTOPHER	PYRL FM-08/18/2024 TO-08/31/2024
DD	81083	1947.28	09/06/2024	P	PARK, HARVEY A	PYRL FM-08/18/2024 TO-08/31/2024
DD	81084	1056.79	09/06/2024	P	PEEL, HAYDEN L	PYRL FM-08/18/2024 TO-08/31/2024
DD	81085	1162.40	09/06/2024	P	PETERSON, ANTHONY R	PYRL FM-08/18/2024 TO-08/31/2024
DD	81086	1000.32	09/06/2024	P	QUAY, ROBERT M	PYRL FM-08/18/2024 TO-08/31/2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
DD	81087	966.00	09/06/2024	P	RODERICK, HANNAH	PYRL FM-08/18/2024 TO-08/31/2024
DD	81088	1613.38	09/06/2024	P	ROMERO, ERICA M	PYRL FM-08/18/2024 TO-08/31/2024
DD	81089	1787.34	09/06/2024	P	SCHWOPE, JOSHUA J	PYRL FM-08/18/2024 TO-08/31/2024
DD	81090	1516.39	09/06/2024	P	SMITH, EDWARD R	PYRL FM-08/18/2024 TO-08/31/2024
DD	81091	1291.71	09/06/2024	P	SOENS, DEIDRA	PYRL FM-08/18/2024 TO-08/31/2024
DD	81092	971.91	09/06/2024	P	STANFIELD, SARA A	PYRL FM-08/18/2024 TO-08/31/2024
DD	81093	1095.67	09/06/2024	P	THOMAS, SAMUEL	PYRL FM-08/18/2024 TO-08/31/2024
DD	81094	1185.51	09/06/2024	P	WALLER, WESLEY W	PYRL FM-08/18/2024 TO-08/31/2024
DD	81095	1188.98	09/06/2024	P	WHITE, LESLIE J	PYRL FM-08/18/2024 TO-08/31/2024
DD	81096	1924.64	09/06/2024	P	WILCOX, SONNY M	PYRL FM-08/18/2024 TO-08/31/2024
DD	81097	450.25	09/06/2024	P	KEMPF, KENDALL D	PYRL FM-08/18/2024 TO-08/31/2024
DD	81098	871.52	09/06/2024	P	LAGOS, NANCY E	PYRL FM-08/18/2024 TO-08/31/2024
DD	81099	873.83	09/06/2024	P	LONG, AUTUMN	PYRL FM-08/18/2024 TO-08/31/2024
DD	81100	1513.72	09/06/2024	P	SPRIGGS, DEBBIE L	PYRL FM-08/18/2024 TO-08/31/2024
DD	81101	838.93	09/10/2024	P	COLORADO, ECTOR	PYRL FM-09/09/2024 TO-09/09/2024
DD	81102	230.87	09/10/2024	P	GRAHAM, DAWSON	PYRL FM-09/09/2024 TO-09/09/2024
DD	81103	230.87	09/10/2024	P	HAMMER, BRANDON K	PYRL FM-09/09/2024 TO-09/09/2024
DD	81104	230.87	09/10/2024	P	SMITH, TAMIA T	PYRL FM-09/09/2024 TO-09/09/2024
DD	81105	838.93	09/10/2024	P	TAPIA, ATIANA	PYRL FM-09/09/2024 TO-09/09/2024
DD	81106	230.87	09/10/2024	P	ZUPKO, ELIZABETH A	PYRL FM-09/09/2024 TO-09/09/2024
	320	400441.59	/ /		TOTAL	

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
PC	17662	452.40	09/07/2024		SANTA ANA STAR CASINO HOTEL	"LODGING SANTA ANA STAR ""24 G..
PC	17663	240.18	09/07/2024		MICROGRAPHIC SOLUTIONS	DIGITAL IMAGES TO 16MM FILM
PC	17664	12.00	09/07/2024		A-KEY CAR WASH	CAR WASH ON ADMIN VEHICLE
PC	17665	5968.70	09/07/2024		AMAZON MKTPLACE PMTS	OFFICE SUPPLIES
PC	17666	543.28	09/07/2024		KWIK LUBE OF CLOVIS INC.	OIL CHANGE C765
PC	17667	206.81	09/07/2024		SOMETHING DIFFERENT GRILL	FOOD FOR CITY/COUNTY LUNCHEON
PC	17668	86.83	09/07/2024		HOBBY LOBBY #302	FAIR BOOTH DECORATIONS
PC	17669	834.85	09/07/2024		WALMART.COM	RETURN BROKEN DRINK DISPENSERS
PC	17670	30.00	09/07/2024		VISA	INTERNATIONAL TRANS FEE
PC	17671	3000.00	09/07/2024		FLUENT INFORMATION MGT SYSTEMS	ANNUAL MEMBERSHIP ON WHO'S RES..
PC	17672	250.00	09/07/2024		NEW MEXICO MUNICIPAL LEAGUE	NEW MEXICO MUNICIPAL ANNUAL ME..
PC	17673	43.16	09/07/2024		TOWNE CRIER INC.	PURCHASE 4TE*TOWNE CRIER INC. MO
PC	17674	263.32	09/07/2024		LOWES	#01781 BATTERIES FOR SCBAS
PC	17675	443.03	09/07/2024		OFFICE MAX	RETURN - LAPTOP CHARGER
PC	17676	120.00	09/07/2024		AUTOIMAGE,LLC	C438 REAR DOOR TINT
PC	17677	817.88	09/07/2024		U.S.POSTAL SERVICE	POSTAGE
PC	17678	331.00	09/07/2024		CANVA PTY LTD	PURCHASE CANVA* I04237-63303747
PC	17679	50.00	09/07/2024		GEORGE MASON UNIVERSITY	PURCHASE GEORGE MASON UNIV MKTP
PC	17680	83.94	09/07/2024		TRACTOR SUPPLY COMPANY	PURCHASE TRACTOR SUPPLY #1230
PC	17681	15.02	09/07/2024		CHICK-FIL-A	PURCHASE CHICK-FIL-A #04486
PC	17682	48.75	09/07/2024		RAILWAY EXCHANGE	PURCHASE TST* RAILWAY EXCHANGE
PC	17683	49.16	09/07/2024		PARIS BAGUETTE	PURCHASE TST* PARIS BAGUETTE - 3
PC	17684	84.32	09/07/2024		UBER TECHNOLOGIES	PURCHASE UBER TRIP
PC	17685	34.98	09/07/2024		YOURS TRULY	PURCHASE YOURS TRULY
PC	17686	41.88	09/07/2024		GRANT PARK BISTRO	PURCHASE TST* GRANT PARK BISTRO
PC	17687	6.01	09/07/2024		DUNKIN DONUTS	PURCHASE DD/BR #339728 Q35
PC	17688	12.30	09/07/2024		HERB N CHICKEN	PURCHASE HERB N KITCHEN
PC	17689	48.28	09/07/2024		CHIPOTLE	PURCHASE CHIPOTLE 0850
PC	17690	10.62	09/07/2024		2LEVY @ FIELD	PURCHASE 2LEVY @ FIELD
PC	17691	21.37	09/07/2024		NIU B RESTRAURANT	PURCHASE TST* NIU B
PC	17692	5.99	09/07/2024		LUBBOCK AIRPORT	PURCHASE LBB SOUTH PLAINS 6061..
PC	17693	3.01	09/07/2024		SUBWAY CORPORATION	PURCHASE SUBWAY 32089
PC	17694	3671.00	09/07/2024		EPCOR WATER	COUNTYLINE FD 747049
PC	17695	1953.94	09/07/2024		PLATEAU TELECOMMUNICAT	RANCHVALE FIRE ACCT: 3235291
PC	17696	223.94	09/07/2024		SUDDENLINK OPTIMUM	PURCHASE OPTIMUM 7715
PC	17697	473.72	09/07/2024		Q1W MINT MOBILE	CELL PHONE FOR TEEN COURT
PC	17698	60.00	09/07/2024		TRUESCREEN, INC.	PURCHASE VERTICALSCR
PC	17699	321.75	09/07/2024		FIELDPRINT INC.	PURCHASE FIELDPRINT
PC	17700	219.14	09/07/2024		ALBERTSONS MARKET DBA	PURCHASE ALBERTSONS MARKET 686
PC	17701	1668.12	09/07/2024		WEBSTAURANT STORE INC., THE	STAINLESS STEEL TABLE
PC	17702	1203.54	09/07/2024		CLAIBORNE REFRIGERATION CO INC	CLAIBORNE REFRIGERATION INVOICE
PC	17703	115.00	09/07/2024		BUSINESS RADIO LICENSING	RADIO LICENSING
PC	17704	351.24	09/07/2024		BURNS DO IT CENTER	ALL PURPOSE CLEANER
PC	17705	23.00	09/07/2024		TEXAS TECH UNIVERSITY HEALTH	BETHANY BUSINESS CARDS
PC	17706	219.13	09/07/2024		YUCCA TELECOM COOP	MELROSE PHONE
PC	17707	825.42	09/07/2024		HOLLAND'S CLOVIS OFFICE EQUIP	PER CONTRACT COPY MACHINE CONT..
PC	17708	247.96	09/07/2024		HARBOR FREIGHT TOOLS USA, INC	BOLT CUTTERS FOR SHREDDERS
PC	17709	77.98	09/07/2024		FASTENAL CO	E32 PARTS
PC	17710	159.26	09/07/2024		SOUTHWEST AG SERVICE	S5 SHREDDER PARTS
PC	17711	307.53	09/07/2024		ID WHOLESALER	DETAINEE ID CLIPS
PC	17712	668.47	09/07/2024		AMERICAN BARCODE AND RFID	DETAINEE ID CLIPS
PC	17713	320.02	09/07/2024		GOTOTAGS STORE	DETAINEE ID CARDS
PC	17714	227.61	09/07/2024		CANNON AFB EXCHANGE	CAMP MAT/BLANKETS FOR MATTRESS..
PC	17715	129.69	09/07/2024		ADVANCE AUTO PARTS #6612	SCRAPER AND RECEIVER PIN - GAR..
PC	17716	210.00	09/07/2024		KAUFMAN'S WEST	UNIFORM PANTS
PC	17717	33.50	09/07/2024		PHILLIPS 66	FUEL
PC	17718	55.57	09/07/2024		SPARKLE CLEANERS	UNIFORM ALTERATIONS
PC	17719	492.08	09/07/2024		A-1 ALIGNMENT CENTER INC.	FRONT BRAKES AND ALIGNMENT
PC	17720	1822.48	09/07/2024		C & T TIRES	C088 NEW TIRE
PC	17721	4.95	09/07/2024		SECRETARY OF STATE	DUPLICATE NOTARY CERTIFICATE

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
PC	17722	103.50	09/07/2024		DOLLAR-GENERAL #6304	PURCHASE DOLLAR GENERAL #25461..
PC	17723	28.50	09/07/2024		CANNON CLUB	BASE COMMUNITY COUNCIL MEETING
PC	17724	21.58	09/07/2024		ADOBE	ADOBE ACROBAT FOR CLERKS TABLET
PC	17725	30.22	09/07/2024		STERICYCLE, INC	SHREDDING SERVICES
PC	17726	25.16	09/07/2024		ELLIOTT ELECTRIC SUPPLY, INC	SOLID BLACK PANEL POWDER COATED
PC	17727	23.59	09/07/2024		AAA FIREPRO INC	FIRE EXTINGUISHER RECHARGE
PC	17728	641.00	09/07/2024		FLAGS USA, INC	FLAG ORDER FOR BUILDINGS
PC	17729	1015.20	09/07/2024		MCM ELEGANTE	PURCHASE MCM ELEGANTE RUIDOSO RO
PC	17730	118.80	09/07/2024		STATE LINE TRIBUNE LLP	STATE LINE TRIBUNE NEWS ADS FOR
PC	17731	41.35	09/07/2024		GUSS WORLD FAMOUS FRIED CHICKEN	EXTRADITION EXPENSE - MORGAN
PC	17732	150.00	09/07/2024		IAAO ORG	PURCHASE IAAO ORG REEXAM MG
PC	17733	239.54	09/07/2024		BEST WESTERN HOTELS	EXTRADITION EXPENSE - MORGAN
PC	17734	700.00	09/07/2024		CLOVIS CURRY COUNTY CHAMBER	DARIAN LEADERSHIP CLOVIS REGIS..
PC	17735	18.98	09/07/2024		LYFT RIDESHARE	TRAVEL - NACO CONFERENCE
PC	17736	28.00	09/07/2024		RPS AIRPORT PARKING LBB	PARKING AT AIRPORT - - NACO CO..
PC	17737	50.34	09/07/2024		STARBUCKS	FOOD - NACO CONFERENCE
PC	17738	643.56	09/07/2024		HILTON HOTELS	HOTEL - NACO CONFERENCE
PC	17739	23.96	09/07/2024		BAVAROS	FOOD - NACO CONFERENCE
PC	17740	19.77	09/07/2024		HARPOON HARRYS CRABHOUSE	FOOD - - NACO CONFERENCE
PC	17741	4827.64	09/07/2024		GOTO COMMUNICATIONS, INC.	NEW PHONES
PC	17742	745.00	09/07/2024		C & H METALCRAFTS	SHERIFF BADGES
PC	17743	493.54	09/07/2024		LORD BALTIMORE HOTEL	HOTEL FOR KIMBERLY RICHTER AT CO
PC	17744	11443.19	09/07/2024		TRANE USA INC	HVAC REPAIRS
PC	17745	34725.89	09/07/2024		BANK OF AMERICA SAVINGS	COMPUTERS
PC	17746	5423.49	09/07/2024		DMI DELL K-12/GOVT	COMPUTERS
PC	17747	18559.85	09/07/2024		LYDICK ENGINEERS, INC.	ENGINEERING SERVICES/TESTING
PC	17748	6.95	09/07/2024		JOHNSON WHOLESALE LUMBER	PURCHASE JOHNSON WHOLESALE LUM..
PC	17749	7.08	09/07/2024		SAMONS TIGER STORE	PURCHASE SAMONS TIGER STORES 14
PC	17750	630.95	09/07/2024		SPEAKER CITY	C438 RADIO INSTALLATION
PC	17751	15.15	09/07/2024		SCHLOTZSKY'S DELI	SCHLOTZSKYS
PC	17752	22.73	09/07/2024		THE QUARTERS	THE QUARTERS MEA
PC	17753	615.25	09/07/2024		HOMEWOOD INN AND SUITES	KOCH TRAINING HOTEL
PC	17754	45.11	09/07/2024		MCBRIDES STEAKHOUSE	KOCH TRAINING MEAL
PC	17755	14.74	09/07/2024		SONIC	KOCH TRAINING MEAL
PC	17756	31.15	09/07/2024		PARKWAY GRILL	KOCH TRAINING MEAL
PC	17757	45.04	09/07/2024		RED LOBSTER	KOCH TRAINING MEAL
PC	17758	4.86	09/07/2024		LOVES TRAVEL	KOCH TRAINING MEAL
PC	17759	9.49	09/07/2024		MCDONALD'S	KOCH TRAINING MEAL
PC	17760	134.25	09/07/2024		ABBA TECHNOLOGIES, INC.	ANNUAL CHROMEBOOK LICENSE RENE..
PC	17761	1082.00	09/07/2024		UBIQUITI NETWORKS, INC.	ACCESS POINTS FOR FG'S
PC	17762	686.44	09/07/2024		TMOBILE	AIR CARDS
PC	17763	810.85	09/07/2024		HEREFORD VETERINARY CLINIC	JASKO TREATMENT FOR RATTLESNAKE
	102	114548.80	/ /		TOTAL	

Grants Department

TO: Board of County Commissioners
FROM: Kristian Price
DATE: September 24, 2024
SUBJECT: **Request Approval of Fiscal Year 25 Clean and Beautiful Grant Award through the New Mexico Department of Tourism in the Amount of $8,350 for Beautification Initiatives - Kristian Price**

See attached

Prepared by Kaitlin Bentley
Last updated on 09/17/2024

ATTACHMENTS:

- FY25 Clean and Beautiful Contract.pdf

Docusign Envelope ID: 14283470-D98B-4409-B070-8C55038AC1AE

STATE OF NEW MEXICO
TOURISM DEPARTMENT
Litter Control and Beautification
"Clean & Beautiful" Grant Program Agreement

THIS AGREEMENT, numbered **25-418-6002-00016-00**, is made and entered into by the **State of New Mexico Tourism Department**, hereinafter referred to as the "NMTD," and **County of Curry** hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

RECITALS

WHEREAS, the purpose of the New Mexico "Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et seq. (hereinafter "the Act") is to control litter by authorizing NMTD to eliminate litter from the state to the maximum practical extent through a state-coordinated plan of education, control, prevention, and elimination; and

WHEREAS, the "Litter Control and Beautification Fund," hereinafter "the Fund," is appropriated to NMTD for the purpose of carrying out the provisions of the Act; and

WHEREAS, the Act provides that NMTD may contract with other state and local government agencies to carry out the provisions of the Act.

AGREEMENT

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

A. Perform and complete the projects and programs, expending all related funds, as outlined in the Project Award Schedule, as approved by NMTD and attached hereto as *Exhibit A*.

B. Acknowledge that the NMTD Tourism Development Division Director reserves the right to unilaterally adjust, modify or cancel any and all awards as outlined in *Exhibit A* in order to ensure the expenditure of all funds.

C. Agree and acknowledge project funds shall not be used for purposes other than those outlined and specified in Exhibit A.

D. Request and obtain prior approval from NMTD for any and all modifications to the awarded initiatives and approved expenditures outlined in *Exhibit A*.

1. Partners are allowed to submit up to three Budget Amendment Requests per grant cycle, one request each quarter between Quarters 1 – 3, July 2024 – April 2025
2. An amendment to the Agreement and *Exhibit A* must be executed by all parties before Partner implements the requested change to approved expenditures.
3. In the event Partner modifies an awarded initiative without prior approval, NMTD reserves the right to reject, cancel or stop any and all awards or works in progress.

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E. Acknowledge and comply with all Grant Program Guidelines, as approved by NMTD and attached hereto as *Exhibit B*.

F. Comply with NMTD mandatory reporting procedures.

1. Partner shall submit a Quarterly Milestone Report each quarter to NMTD staff via Survey Monkey Apply. Quarterly Milestone Reports must include progress information and photos.

2. Partners must participate on or before December 30, 2024, in a Mid-Point Huddle virtual check-in meeting with NMTD staff, as described in *Exhibit B*.

G. Submit all required documentation in a timely manner for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.

1. Submissions must be fully accurate and complete. Incomplete or ineligible requests will not be processed.

H. Agree that grant funds must be expended on or before June 30, 2025.

I. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.

II. Obligations of NMTD.

A. Provide award funds for all eligible expenses in accordance with the Act and according to *Exhibit A* and *Exhibit B*.

B. Provide access to all forms required for submission for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.

III. Additional Terms & Conditions:

A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.

B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2025**. Either party may terminate or seek to further negotiate this Agreement upon sixty (60) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.

C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.

D. A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including, but not limited to, acts of God, pandemic-related public

Docusign Envelope ID: 14283470-D98B-4409-B070-8C55038AC1AE

health orders, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If a Force Majeure Event occurs, neither Party will be deemed in default of this Agreement. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to NMTD, and Partner will offer mutually agreeable amendments to Exhibit A. Until such time as this Agreement is amended, NMTD will withhold payment of award funds as set forth in Exhibit A.

E. Partner shall obtain prior approval from NMTD for any and all use of the Keep New Mexico True Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.

F. In the event that this Agreement will be performed during a public health emergency, Partner shall ensure that any activities are carried out in accordance with all laws, rules, regulations, safe practices and protections.

G. The Parties shall not be jointly liable. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.

H. This Agreement is governed by the laws of the State of New Mexico.

I. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.

J. 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, by electronic mail or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
Chantal S. Sandoval, Clean & Beautiful Program Manager
491 Old Santa Fe Trail | Santa Fe, NM 87501
(505) 670-8059 | chantal.sandoval@td.nm.gov

To Partner: Lance A. Pyle
County of Curry
417 Gidding Street
Suite 100
Clovis, NM 88101
(575) 763-6016 | lpyle@currycountynm.gov

K. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Deputy Cabinet Secretary listed below.

By: _____ Date: _____
Lance A. Pyle, County of Curry
PARTNER

By: _____ Date: _____
Rayline Sebay, CPO, ASD NMTD

Approved for legal sufficiency:

By: _____ Date: _____
Novela Salazar, General Counsel NMTD

By: _____ Date: _____
Jennifer Saavedra, Deputy Cabinet Secretary NMTD

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to engage in business and to report and pay tax from business conducted in New Mexico.

ID Number: **01-508122-00-2**

By: _____ Date: _____
Taxation and Revenue Department

FY25 New Mexico Clean & Beautiful Grant Program

EXHIBIT A

PROJECT AWARD SCHEDULE

COUNTY OF CURRY

Goals & Objectives	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
End Littering					
Reduce Waste					
2.5 Recycled Benches		$1,000.00			
Approved Expenditures: Bench made from recycled material					
Beautify Communities					
3.2 Planters			$3,500.00		
Approved Expenditures: 100 -150 Gallon concrete or metal planters					
3.2 Plants			$1,450.00		
Approved Expenditures: Various plants					
3.2 Soil			$400.00		
Approved Expenditures: Twenty bags of planting soil					
Empower Youth					
4.2 Youth Groups				$2,000.00	
Approved Expenditures: Youth subcontractor groups for clean-up events					
Increase Program Capacity					
Goal Subtotals	*$0.00*	*$1,000.00*	*$5,350.00*	*$2,000.00*	*$0.00*
Total Award			**$8,350.00**		

Approved by:
NMTD Tourism Development Division Director Holly Kelley **Date** 08.09.2024

Docusign Envelope ID: 14283470-D98B-4409-B070-8C55038AC1AE

EXHIBIT B

NEW MEXICO TOURISM DEPARTMENT
CLEAN AND BEAUTIFUL GRANT PROGRAM
FY25 GUIDELINES

GRANT PURPOSE

The purpose of the New Mexico "Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et seq., is to accomplish litter control by vesting in the New Mexico Tourism Department (Department) the authority to eliminate litter from the state to the maximum practical extent. The Department shall aid in establishing a statewide Keep America Beautiful Program through the New Mexico Clean and Beautiful Grant Program to end littering, improve recycling, and beautify New Mexico communities.

ELIGIBILITY

All New Mexico municipalities, counties, units of government, and Tribal Governments in good standing with New Mexico Taxation and Revenue Department are eligible for funding (correct New Mexico State Tax ID numbers are required within the application process). Entities need not be Keep America Beautiful affiliates to apply.

ELIGIBLE EXPENDITURES

Projects and initiatives that contribute to the following goals and objectives, as identified through Keep America Beautiful and the Litter Control and Beautification Act, may be eligible for funding:

Goal #1 - End Littering

Objective 1.1 – Prevent littering.
Objective 1.2 – Provide access to proper waste disposal.
Objective 1.3 – Remove litter.

Goal #2 – Reduce Waste

Objective 2.1 – Reuse.
Objective 2.2 – Repair.
Objective 2.3 – Repurpose.
Objective 2.4 – Improve composting and sustainable organics management.
Objective 2.5 – Improve recycling and sustainable materials management.

Goal #3 - Beautify Communities

Objective 3.1 – Improve green spaces through sustainable park design.
Objective 3.2 – Maximize sustainable landscaping throughout communities.
Objective 3.3 – Prevent graffiti.
Objective 3.4 – Eradicate graffiti.

Goal #4 – Empower Youth

Objective 4.1 – Educate students.
Objective 4.2 – Provide service opportunities for youth groups.
Objective 4.3 – Employ youth interns.
Objective 4.4 – Provide youth leadership opportunities.

- Youth initiatives must directly contribute to at least one of the above-mentioned goals.
- Applicants may either hire a youth group as a subcontractor or hire individual youths.
- For individual youth interns:

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a) Individuals must be between 14 to 25 years of age.
b) Salary range = at least local minimum wage.
c) Youth Employment Verification forms are required for each youth employed.

Goal #5 – Increase Program Capacity

Objective 5.1 – Recruit and engage volunteers.
Objective 5.2 – Build coalitions through professional affiliations.
Objective 5.3 – Increase knowledge through professional development.

- Activities must directly contribute to at least one of the above-mentioned goals.

INELIGIBLE EXPENDITURES

NMTD shall have the right in its sole discretion to approve or disapprove Partner's projects and/or expenditures submitted for final reimbursement. Items identified by the Department pursuant to the Keep America Beautiful and the Litter Control and Beautification Act that are ineligible for purchase with grant funds include but are not limited to:

- Benches and tables made from non-recycled material
- Disinfectant wipes
- Disinfectants & air fresher
- Fencing materials
- Food and/or drink
- Fuel
- Gardening tools
- Hardware for signage: trash receptacles & benches, etc.
- Heavy machinery rentals
- Irrigation
- Labor (with the exception of youth subcontractors)
- Landscaping fabric
- Landscaping pavers
- Landscaping rock
- Leather and cotton gloves
- Lighting
- Rakes
- Shears
- Shovels
- Watering hoses
- Weed barrier & eradication spray
- Wheelbarrows

GRANT AGREEMENT

The grant award will be officially executed upon receipt by the Department of the signed grant agreement. Agreements will incorporate two accompanying exhibits: Project Award Schedule – including Approved Expenditures (*Exhibit A*) and these Grant Program Guidelines (*Exhibit B*).

INITIAL DISBURSEMENT OF FUNDS

Partners will be eligible to receive 50% of the total award amount following the execution of the grant agreement and submission of the Initial Disbursement Invoice. This form is available for download at the NM Clean & Beautiful Grant Resources webpage.

COMPLIANCE REPORT REQUIREMENTS

Partner shall submit a Quarterly Milestone Report each quarter to NMTD staff via Survey Monkey Apply.

- Quarterly Milestone Reports shall include progress for all approved projects including but not limited to:

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- Implementation updates
- Existing or anticipated challenges
- Anticipation for Budget Amendment Requests
- Photos and videos
- Media mentions

Partner shall participate in a Mid-Point Meeting with NMTD staff on or before December 30, 2024.

- Partner must provide up-to-date financial documentation and current Project Expense Worksheet.
- Partner must provide project progress updates for all grant funded projects.

MEMORANDUMS OF UNDERSTANDING WITH NONPROFIT ORGANIZATIONS AND SCHOOLS

Unless previously approved by the Department, this grant shall not benefit any person or organization other than the awarded Partner. In the event Partner chooses to partner with a local non-profit or New Mexico school district to implement and complete an awarded project or initiative, Partner must provide either a Memorandum of Understanding, sub-agreement and/or signed attestation detailing their performance and responsibilities relating to the grant award.

VOLUNTEER SIGN-SHEETS

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Sign-in sheets should specify the name, age, event, date, location and time logged. All volunteer names must be clear and legible.

YOUTH EMPLOYMENT VERIFICAITON

Individuals from the ages 14 to 25 years of age may be hired to provide leadership opportunities and contribute to Partner's awarded initiative. Youth Employment Verification forms are required for each youth employed and must be submitted to the Department. Partner will not be reimbursed for hired youth interns absent the required forms.

MATCHING REQUIREMENTS

This grant requires a 25% match. The following sections may be used to determine the costs and calculate totals for In-Kind & Monetary Donations, which must be reported in the End-of-Year Report.

Donated Goods or Services:

Entities may receive non-monetary contributions of goods or services, often referred to as "in-kind donations" from businesses, groups, and individuals. Examples include private waste hauler services, "pro-bono" accounting services, food/drinks, donated advertising space, or office space in a nongovernment building. The dollar value of any donated goods or services is equal to the market price of the goods or services contributed. Whenever possible, submit the dollar-value in writing.

How to Calculate Government Costs:

Government employee time and services for which they receive government salary, overtime or compensatory time are considered a cost. If a government employee is working on a project on their own time, as a volunteer or board member, calculate their time as a volunteer hour. Government in-kind goods include hauling by sanitation vehicles, printing, and the use of consumable supplies. To calculate the value of in-kind government agency costs, estimate the market value of the goods or services provided to your affiliate and add to that the dollar-value for each hour of work given by government employees.

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Volunteer Hours:
All volunteer hours should be documented on a Volunteer Sign-In Sheet. Volunteer Sign-In sheets must include event date, location, and number of hours volunteered. Each volunteer hour should be assigned the applicable state value provided by Independent Sector unless a professional provides a specific value for professional services. Current value for volunteer hours is available at https://independentsector.org/resource/value-of-volunteer-time.

REIMBURSEMENT REQUIREMENTS

In order to receive reimbursement for the remaining 50% of the total award amount, Partners must submit the Final Reimbursement Request Packet at project end.

Final Reimbursement Request Packet should include, submitted no later than June 2, 2025:

- Final Reimbursement Invoice
- Project Expense Worksheet with back-up documentation*
- Youth Employment Verification forms, if applicable
- Event and trainings registration confirmations, and Keep America Beautiful Affiliate dues receipt, if applicable

Final Reimbursement Request Packet should include, submitted no later than July 3, 2025:

- End-of-Year Report
- Volunteer Sign-in Sheet, if applicable

*Eligible back-up documentation includes:

1. Invoices or receipts

   AND

2. Cleared checks, warrants, bank statements or an attestation by Partner's CFO or equivalent financial authority.

SUBMISSION REQUIREMENTS

Submission of all required forms and back-up documentation must be submitted via upload to the Survey Monkey Apply portal located at: https://nmtourism.smapply.io/

PROGRAM RESOURCES

All required forms are available for download at the NM Clean & Beautiful Grant Resources webpage at: https://nmtourism.smapply.io/res/p/nmcbresources/

PROGRAM ASSISTANCE

Clean & Beautiful Grant Program Manager (Chantal Sandoval) will establish communication schedules and provide technical (programmatic) assistance for all awardees. She can be reached by email at chantal.sandoval@td.nm.gov or by phone at 505-670-8059.

IV.9

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: September 24, 2024
SUBJECT: **Request Approval of Real Estate Purchase Price Agreement for 901 Mitchell Street at $100,000.00 - Lance A. Pyle**

Prepared by Kaitlin Bentley
Last updated on 09/17/2024

ATTACHMENTS:

- Real Estate Purchase Price Agreement.pdf

REAL ESTATE
PURCHASE PRICE AGREEMENT

THIS AGREEMENT, is entered into this 24th day of September, 2024, by and between Curry County, a New Mexico Governmental Entity, whose address is 417 Gidding St., Clovis, NM 88101, hereinafter collectively referred to as "Buyer" and, ZIP PRINT & DESIGN INC, a New Mexico Corporation, hereinafter referred to as "Seller", whose address is 901 Mitchell St., Clovis, New Mexico, and jointly referred to herein as "The Parties."

1) Subject to the terms set forth herein, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the real property located at 901 Mitchell St, Clovis, NM 88101, and any improvements thereon, as identified and described as:

LOT THIRTEEN (13) AND THE SOUTH THIRTY FEET (S30') OF LOT FOURTEEN IN BLOCK TWENTY-NINE (29) OF THE LIEBELT ADDITION, TO THE CITY OF CLOVIS, CURRY COUNTY, NEW MEXICO AND AS KNOWN AS 901 MITCHELL ST.

and which is hereinafter referred to as the "Subject Property."

2) The Parties have agreed, and by their signatures hereto do agree, that Buyer shall have the right to purchase the Subject Property identified on Exhibit "A" at the agreed upon price of one-hundred thousand dollars ($100,000.00), minus two-hundred and fifty dollars ($250.00) paid as consideration for the Exclusive Option to Purchase.

3) All closing costs shall be split equally (50/50) between Seller and Buyer, including a Buyer's title insurance Policy in the amount of the purchase price.

4) Seller shall provide Buyer with an Owner's Title Insurance Policy for the full amount of the purchase price, which shows clear, unencumbered, merchantable, fee simple title in and to the Subject Property vested in Seller's name, subject only to the usual and customary exceptions of record.

5) Upon receipt of the Title Insurance Policy, Buyer and Buyer's agents and legal representatives shall review the same. If there are any defects in the title, liens, encumbrances or other issues identified in the policy, Buyer shall notify Seller within five (5) working days of receipt of the policy of the problems/defects/issues. Seller will then have ten (10) working days after notification by Buyer to cure, resolve and/or remove any defect raised by Buyer. If any defect/problem/issue raised by Buyer is not resolved by Seller within ten (10) days after notification to Buyer, Buyer shall have the option of either terminating this agreement, extending the closing date to allow more time for Seller to cure any defect, or, proceeding through with the purchase of the Subject Property and accepting the property as-is.

6) Buyer is obtaining the Subject Property and possession outright and the

EC

entire purchase price shall be payable to Seller at time of closing. Seller shall provide Buyer, at time of closing, with a warranty deed conveying clear fee title absolute in and to the property described herein, together with any and all fixtures, structures and improvements thereon, and without any liens or other encumbrances.

7) It is the Buyer's responsibility, upon execution of this Agreement, to order any inspections on the property that it wishes to do so. Provided, however, that Buyer's Offer to purchase is contingent upon successful tests of the Subject Property's well and septic systems, if applicable, which testing shall be at the expense of the Buyer. It is the Seller's responsibility to disclose to Buyer or Buyer's agents any known environmental, structural, electrical or mechanical problems that might exist on the Subject Property. Buyer shall pay for any inspections it wishes to obtain on the property.

8) Closing shall occur **at Landmark Title Company located at 117 East 4th St., Clovis, NM 88101 and no later than October 31, 2024,** unless agreed upon in writing by the Parties. Provided, however, that prior to that time, the Seller shall disclose any and all known hazards, including lead, lead-based paint, asbestos, mold and/or any other environmental or other hazard required by law to be disclosed.

9) Seller agrees to remove any and all items from the property that seller wishes to retain, if any.

10) Each party shall be responsible for their own attorneys' fees, costs and expenses incurred in this transaction.

11) Possession of the Subject Property shall be delivered to Buyer at the date of closing unless an earlier date is agreed to in writing by the Parties. Seller shall authorize and approve Buyer's agents to go on the Subject Property to inspect, take measurements and otherwise satisfy themselves as to the overall condition of the Subject Property and the existence of any environmental hazards, structural, mechanical or electrical problems, if any. Neither Buyer, nor their agents, assigns or representatives shall be permitted to do any invasive testing or inspections without the prior written approval of Seller.

12) The parties specifically agree to execute such further deeds, documents and other writings as are necessary to effectuate the terms and conditions of this Agreement.

13) This Agreement is made and entered into and shall be governed by the laws of the State of New Mexico, and any dispute regarding this matter shall be resolved in the District Court of Curry County.

14) This Agreement will be binding upon and inure to the benefit of the parties.

IN WITNESS WHEREOF, Buyer and Seller, have executed this Agreement on the dates set forth below.



Seller
Date: Sept 17, 2024

_____

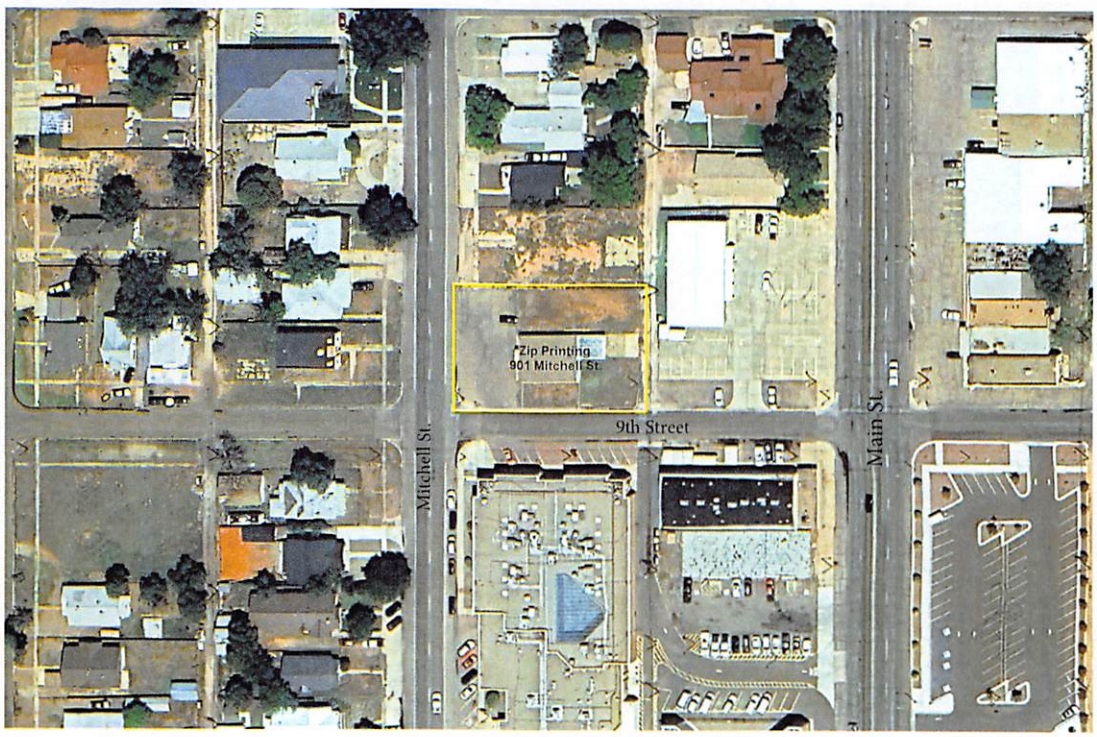
Seller
Date: _____

Curry County:

_____
Lance A. Pyle, County Manager

Date: _____

Exhibit A



IV.10

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: September 24, 2024
SUBJECT: **Request Approval for County Manager Lance Pyle to Sign the Closing Documents at Landmark Title & Abstract Company on Behalf of Curry County for the Purchase of Property Located at 901 Mitchell Street Clovis, New Mexico - Lance A. Pyle**

Prepared by Kaitlin Bentley
Last updated on 09/04/2024

ATTACHMENTS:

- 901 Mitchell Document Signing.pdf

Curry County New Mexico
Board of County Commissioners
417 Gidding Street, Suite 100
Clovis, NM 88101
Phone (575) 763-6016 · FAX (575) 763-3656

COMMISSIONERS
Fidel Madrid · District 1
Brad Bender · District 2
Dusty Leatherwood · District 3
Seth Martin · District 4
Robert Thornton · District 5

County Manager · Lance A. Pyle

September 24, 2024

Michael Neff
Landmark Title & Abstract Co.
117 E. 4th Street
Clovis, NM 88101

Re: 901 Mitchell – Clovis, New Mexico

Dear Michael,

The Board of County Commission met in regular session on Tuesday, September 24, 2024 and authorized County Manager Lance A. Pyle to sign the closing documents at Landmark Title & Abstract Company on behalf of Curry County for the purchase of the property located at 901 Mitchell Street in Clovis, NM.

If you have any questions, please feel free to contact County Attorney Daniel J. Macke at (505) 308-8668 or County Manager Pyle at (575) 763-6016.

Sincerely,

Robert Thornton
Chairman

CC: File

Grants Department

TO: Board of County Commissioners
FROM: Diana Cassidy
DATE: September 24, 2024
SUBJECT: **Request Approval of Memorandum of Understanding with Parkview Elementary for the Foster Grandparent Program - Diana Cassidy**

I recommend approval of this Memorandum of Understanding.

Thank you,

Diana

Prepared by Kaitlin Bentley
Last updated on 09/18/2024

ATTACHMENTS:

- MOU-Parkview.pdf

Memorandum of Understanding

Curry County Foster Grandparent Program

This Memorandum of Understanding (this "**MOU**") contains basic provisions, which will guide the working relationship between both parties. It is entered into by and between **Curry County FGP**, and the following agency and/or entity (the "**Station**"):

Station Name: Parkview Elementary EIN: 71-1018751

Station Site Address: 2501 E. 14th Street Clovis, NM 8101

Station email: shelly.smith@clovis-schools.org Phone: 575-769-4475

Curry County and the *Station* may be referred to herein as the "**Parties**."

This MOU is effective from October 1, 2024 through September 30, 2027. This MOU may be amended in writing at any time with the concurrence of both parties and must be renegotiated at least every three (3) years.

Basic Provisions

The Curry County's Responsibilities

1. Curry County will sponsor the AmeriCorps Seniors Foster Grandparent Program, apply for and administer match funding from State and Federal agencies, and hire a Program Director to manage the program and serve as a liaison between Curry County and the Volunteer Station. The Program Director will assume full responsibility for both daily operations and fiscal management of the FGP program.
2. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in the AmeriCorps Seniors Foster Grandparent Program (FGP) Federal Regulations for enrollment in the program.
3. Unless otherwise specified herein, conduct and document a criminal history check for all AmeriCorps Seniors volunteers in the FGP program in accordance with the requirements established for a National Service Criminal History Check by the AmeriCorps.
4. Refer AmeriCorps Seniors volunteers in FGP to the Station. Permit and encourage the Volunteer Station to screen AmeriCorps Seniors volunteers pursuant to established criteria of Volunteer Station.
5. Conduct pre-service orientation and ongoing in-service instruction for volunteers.
6. Instruct AmeriCorps Seniors volunteers in allowed service activities, proper use of volunteer timesheets, reimbursement guidance, and the AmeriCorps Seniors FGP procedures.
7. Provide an AmeriCorps Seniors volunteers in FGP orientation to the Station staff prior to placement of volunteers and at other times as needed. Develop training packets for supervisors in accordance with the requirements established by AmeriCorps Seniors at beginning of each school year. Obtain signed acknowledgement forms from supervisors following training.

8. Initiate publicity regarding AmeriCorps Seniors FGP.
9. Furnish accident, liability, and excess automobile liability insurance for enrolled volunteers as required by AmeriCorps Seniors FGP regulation. The insurance provided by the sponsor is secondary coverage and is not primary insurance.
10. Staff an Advisory Council to AmeriCorps Seniors FGP. Along with the advisory council, arrange for grievance and appeals procedures to address problems arising between the volunteer, the Station and/or AmeriCorps Seniors FGP. Ensure that volunteers are informed on grievance and appeals procedures and are aware that procedures allow for legal representation and freedom from retaliation.
11. Arrange for appropriate AmeriCorps Seniors FGP recognition.
12. Coordinate with other volunteer and aging programs in the area to foster effective communication and avoid duplication.
13. Reimburse AmeriCorps Seniors volunteers for transportation costs between their home and volunteer station in accordance with AmeriCorps Seniors FGP policies and availability of funds.
14. Arrange with the Station for meals and/or snacks, whenever possible, for volunteers on assignment.
15. *(if applicable)* Provide photo identification for volunteers if not provided by the station.

The Station's Responsibilities

1. In partnership with the project staff, the station staff will develop an assignment plan for each AmeriCorps Seniors volunteer in FGP and for each child served. The sponsor's representative, and the volunteer must sign the written assignment plan that: identifies the children to be served; the role and activities of the volunteer; the expected outcomes for each child; and addresses the period of time each child should receive such services. Volunteer station staff, AmeriCorps Seniors FGP project staff, and the volunteer will review the AmeriCorps Seniors volunteer's assignment as well as the impact of the assignment on the child's development.
2. Assign children with designated special or exceptional needs to each volunteer.
3. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
4. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children. (Supervisor name and contact information on next page.)
5. Provide site specific and special training (i.e. confidentiality training) to the volunteers as needed.
6. Furnish volunteers with materials required for assignment. These materials may include station uniform and photo I.D.
7. Assure adequate health and safety provisions for volunteers.
8. Investigate and report any accidents and injuries involving AmeriCorps Seniors volunteers immediately to Curry County. All reports must be submitted in writing.
9. Specify, either by written information or verbally, that AmeriCorps Seniors volunteers are participants in the Station's programming in publicity featuring such volunteers. Display an AmeriCorps Seniors placard where it may be viewed by the public.

10. **Reports:** The Station Representative must:
    - Timesheets: Report and verify volunteer hours on a bi-weekly basis and no later than the Monday following end of the pay period. Curry County will provide official timesheets and pay period calendar. (Insurance coverage is only effective with verified records of hours served.)
    - Progress Reports: Stations are requested to complete a short bi-annual survey provided by AmeriCorps Seniors FGP documenting the impacts of services provided by volunteers.
    - Volunteer Performance Evaluations: For each assigned volunteer, stations are required to complete an annual performance evaluation using the template provided by the sponsor.

Other Provisions

1. **Separation from Volunteer Service**: The Station may request the removal of an AmeriCorps Seniors volunteer at any time. An AmeriCorps Seniors volunteer may withdraw from service at the Station or from the AmeriCorps Seniors FGP at any time. The AmeriCorps Seniors FGP staff, the Station staff, and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another station.
2. **Religious/Political Activities**: The Station will not request or assign AmeriCorps Seniors volunteers to conduct or engage in religious, sectarian, or political activities.
3. **Displacement of Employees:** Ensure that AmeriCorps Seniors volunteers serve in a volunteer capacity. AmeriCorps Seniors volunteers will not displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
4. **Compensation:** Neither the station nor AmeriCorps Seniors FGP will request or receive compensation from the beneficiaries of AmeriCorps Seniors volunteers. AmeriCorps Seniors volunteers will not receive a fee for service from beneficiaries.
5. **Accessibility and Reasonable Accommodation**: The Station will maintain the programs and activities to which AmeriCorps Seniors volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
6. **Prohibition of Discrimination:** The Station will not discriminate against AmeriCorps Seniors volunteers, service beneficiaries, or in the operation of its program on the basis of race, color, national origin including individuals with limited English proficiency, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service.
7. **Termination of MOU**: This MOU may be terminated at any time by either party by sending written notice of termination of the MOU to the other party. This MOU must be reviewed at least every three (3) years by the Parties.
8. **Signatures**. By signing this MOU, the Station, through its authorized representative, self-certifies that it meets the requirements necessary to become an AmeriCorps Seniors FGP Station.

For All Stations

Volunteer Supervisor [Station Staff]

Name: Shelly Smith	**Title:** Principal
Phone: 575-749-0047	**Email:** Shelly.Smith@clovis-schools.org

Volunteer Station Primary Type: To qualify as an AmeriCorps Seniors FGP Station, an agency/office/department must self-certify that it is one of the following:

☐ Public Non-Profit ☐ Private Non-Profit ☐ Proprietary Health Care Agency ☐ Governmental Agency

Authorized Signatures

Shelly Smith — 9-17-24

Authorized Station Representative — **Date**

Diane — 9.17.24

Project Director — **Date**

DONE this 24TH day of September, 2024.

BOARD OF CURRY COUNTY COMMISSION

Robert Thornton, Chairman

(SEAL)

Annie Hogland, County Clerk

IV.12

Finance Department

TO: Board of County Commissioners
FROM: Troy Hall
DATE: September 24, 2024
SUBJECT: **Request Approval of Resolution #2024-78 Authorizing Budgetary Adjustment and Revisions in Fund 654 to Increase Revenue in the Amount of One Million Three Hundred Fifty Thousand Dollars (1,350,000), Expenses in the Amount of One Million Eight Hundred Thousand Dollars ($1,800,000) Due to Award of DHSEM Project Worksheets for CC-008-B and CC-005-B Related to Curry Road D and Transfer from General Fund Reserves in the Amount of Four Hundred Fifty Thousand Dollars ($450,000) to Cover Local Share - Troy Hall**

Prepared by Kaitlin Bentley
Last updated on 09/18/2024

ATTACHMENTS:

- BAR 2024-78 DHSEM #1.pdf
- BAR Worksheet 2024-78 DHSEM #1.pdf

CURRY COUNTY
RESOLUTION NO. 2024-78
A RESOLUTION
AUTHORIZING BUDGETARY ADJUSTMENTS AND REVISIONS

WHEREAS, the Board of Commissioners of Curry County meeting in regular session on September 24, 2024 did propose to make budget adjustments and revisions; and

WHEREAS, the County of Curry does, through Budget Resolution 2024-78 ask that authorization for the budgetary adjustments and revisions be granted, as summarized in the attached sheet; and

WHEREAS, the County of Curry wishes in fund #654 to increase revenues in the amount of One Million Three Hundred Fifty Thousand Dollars ($1,350,000) and expenses in the amount of One Million Eight Hundred Thousand Dollars ($1,800,000) due to DHSEM Project Worksheets for Construction Costs for CC-008-B and CC-005-B related to Curry Road D; and

WHEREAS, the County of Curry wishes to transfer from General Fund #401 in the amount of Four Hundred Fifty Thousand Dollars ($450,000) to cover local share for projects CC-008-B and CC-005-B; and

NOW, THEREFORE, the Board of Commissioners of Curry County does hereby approve the aforementioned budget adjustment(s), and respectfully requests that authorization for the budgetary adjustments and revisions be granted by the Local Government Division of the Department of Finance and Administration of the State of NM.

IN WITNESS WHEREOF, we have hereunto set our hands and official seal this 24th day of September, 2024.

THE BOARD OF COUNTY COMMISSIONERS

_____
Robert Thornton, Chairman

_____
Brad Bender, Vice Chair

_____
Fidel Madrid, Member

ATTEST:

_____
Dusty Leatherwood, Member

_____
Anastasia Hogland, County Clerk

_____
Seth Martin, Member

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: COUNTY OF CURRY
ENTITIRY NUMBER: 05005
FISCAL YEAR: FY2024-2025
DFA Resolution Number:

(A) ENTITY RESOULUTION NUMBER	(B) LPB ACCOUNT	(B) DFA ACCOUNT	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
2024-78	654-07-4353	30400-0001-47499	Revenue	$0	($825,000.00)	($825,000)	Increase Revenue in DHSEM CRD #1
	654-46-5581	30400-0001-58040	Expenditure	$0	$1,100,000.00	$1,100,000	Increase Expenses in DHSEM CRD #1
	654-07-4356	30400-0001-47499	Revenue	$0	($525,000.00)	($525,000)	Increase Revenue in DHSEM CRD #2
	654-46-5584	30400-0001-58040	Expenditure	$0	$700,000.00	$700,000	Increase Expenses in DHSEM CRD #2
	401-00-7654	11000-0001-61200	Transfer (TO)	$0	($450,000.00)	($450,000)	Transfer Cash from General Fund
	654-07-7401	30400-0001-61100	Transfer (FROM)	$0	$450,000.00	$450,000	Transfer Cash to DHSEM
				TOTAL	$450,000.00		

ATTEST:

County Clerk **(Date)**

Commission Chair or Designee **(Date)**

Finance Department

TO: Board of County Commissioners
FROM: Troy Hall
DATE: September 24, 2024
SUBJECT: **Request Approval of Resolution #2024-79 Authorizing Budgetary Adjustments and Revisions to Transfer from General Fund Commission Contingency Budget 401-12-5627 to Road Lease Purchase Budget 402-12-5499 in the Amount of Six Hundred Seventy Thousand Seven Hundred Twelve Dollars ($670,712) to Cover the Cost of Purchasing Leased Motor Graders- Troy Hall**

Prepared by Kaitlin Bentley
Last updated on 09/18/2024

ATTACHMENTS:

- BAR 2024-79.pdf
- BAR Worksheet 2024-79 Road Transfer.pdf

CURRY COUNTY
RESOLUTION NO. 2024-79

A RESOLUTION
AUTHORIZING BUDGETARY ADJUSTMENTS AND REVISIONS

WHEREAS, the Board of Commissioners of Curry County meeting in regular session on September 24, 2024 did propose to make budget adjustments and revisions; and

WHEREAS, the County of Curry does, through Budget Resolution 2024-79 ask that authorization for the budgetary adjustments and revisions be granted, as summarized in the attached sheet; and

WHEREAS, the County of Curry wishes to transfer funds into Road Fund #402 from General Fund #401 in the amount of Six Hundred Seventy Thousand Seven Hundred Twelve Dollars ($670,712) to Cover the Cost Purchasing Lease Motor Graders; and

WHEREAS, the County of Curry wishes to increase expenses in Road Fund #402 and decrease expenses in Commission Contingency Budget 401-12-5627 in the amount of Six Hundred Seventy Thousand Seven Hundred Twelve Dollars ($670,712) to Cover the Cost Purchasing Lease Motor Graders; and

NOW, THEREFORE, the Board of Commissioners of Curry County does hereby approve the aforementioned budget adjustment(s), and respectfully requests that authorization for the budgetary adjustments and revisions be granted by the Local Government Division of the Department of Finance and Administration of the State of NM.

IN WITNESS WHEREOF, we have hereunto set our hands and official seal this 24th day of September, 2024.

THE BOARD OF COUNTY COMMISSIONERS

_____
Robert Thornton, Chairman

_____
Brad Bender, Vice Chair

_____
Fidel Madrid, Member

ATTEST:

_____
Dusty Leatherwood, Member

_____
Anastasia Hogland, County Clerk

_____
Seth Martin, Member

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: COUNTY OF CURRY
ENTITIRY NUMBER: 05005
FISCAL YEAR: FY2024-2025
DFA Resolution Number:

(A) ENTITY RESOULUTION NUMBER	(B) LPB ACCOUNT	(B) DFA ACCOUNT	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
2024-79	402-12-5499	30400-5001-58060	Expenditure	$70,080	$670,712.00	$740,792	Increase Expenses Road Lease Purchase
	401-12-5627	11000-1001-58999	Expenditure	$711,000	($670,712.00)	$40,288	Decrease Expenses in Commission Budget
	401-00-7402	11000-0001-61200	Transfer (TO)	$0	($670,712.00)	($670,712)	Transfer Cash from General Fund
	402-00-7401	20400-0001-61100	Transfer (FROM)	$0	$670,712.00	$670,712	Transfer Cash to Road
				TOTAL	$0.00		

ATTEST:

County Clerk **(Date)**

Commission Chair or Designee **(Date)**

IV.14

Finance Department

TO: Board of County Commissioners
FROM: Troy Hall
DATE: September 24, 2024
SUBJECT: **Request Approval of Resolution #2024-80 Authorizing Budgetary Adjustments and Revisions in Fund 699 to Increase Revenue and Expenses in the Amount of Sixty Thousand Dollars ($60,000) due to Agreement with State of New Mexico Children, Youth and Families Department - Troy Hall**

Prepared by Kaitlin Bentley
Last updated on 09/18/2024

ATTACHMENTS:

- BAR 2024-80.pdf
- BAR Res 2024-80 CYFD.pdf

CURRY COUNTY
RESOLUTION NO. 2024-80

A RESOLUTION
AUTHORIZING BUDGETARY ADJUSTMENTS AND REVISIONS

WHEREAS, the Board of Commissioners of Curry County meeting in regular session on September 24, 2024 did propose to make budget adjustments and revisions; and

WHEREAS, the County of Curry does, through Budget Resolution 2024-80 ask that authorization for the budgetary adjustments and revisions be granted, as summarized in the attached sheet; and

WHEREAS, the County of Curry wishes to increase revenue and expenses by Sixty ($60,000) in County Fund #699 due to Agreement with Sate of New Mexico Children, Youth and Families Department; and

NOW, THEREFORE, the Board of Commissioners of Curry County does hereby approve the aforementioned budget adjustment(s), and respectfully requests that authorization for the budgetary adjustments and revisions be granted by the Local Government Division of the Department of Finance and Administration of the State of NM.

IN WITNESS WHEREOF, we have hereunto set our hands and official seal this 24th day of September, 2024.

THE BOARD OF COUNTY COMMISSIONERS

_____
Robert Thornton, Chairman

_____
Brad Bender, Vice Chair

_____
Fidel Madrid, Member

ATTEST:

_____
Dusty Leatherwood, Member

_____
Anastasia Hogland, County Clerk

_____
Seth Martin, Member

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: COUNTY OF CURRY
ENTITIRY NUMBER: 05005
FISCAL YEAR: FY2024-2025
DFA Resolution Number:

(A) ENTITY RESOULUTION NUMBER	(B) LPB ACCOUNT	(B) DFA ACCOUNT	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
2024-80	699-00-4010	21800-0001-47499	REVENUE	$0	($60,000.00)	($60,000)	INCREASE REVENUE CYFD AGREEMENT
	699-12-5102	21800-2002-51020	EXPENDITURES	$0	$28,896.00	$28,896	FULL TIME SALARIES
	699-12-5105	21800-2002-52020	EXPENDITURES	$0	$6,114.00	$6,114	PERA
	699-12-5106	21800-2002-52010	EXPENDITURES	$0	$1,967.00	$1,967	FICA
	699-12-5106	21800-2002-52011	EXPENDITURES	$0	$462.00	$462	MEDICARE
	699-12-5107	21800-2002-52030	EXPENDITURES	$0	$21,968.00	$21,968	GROUP INSURANCE
	699-12-5110	21800-2002-52021	EXPENDITURES	$0	$578.00	$578	NM RETIREE HEALTH
	699-12-5111	21800-2002-52110	EXPENDITURES	$0	$15.00	$15	QUARTERLY WORKERS COMP
				TOTAL	$0		

ATTEST: _____
COUNTY CLERK OR DESIGNEE **(Date)**

_____
COMMISSION CHAIR OR DESIGNEE **(DA**

IV.15

Finance Department

TO: Board of County Commissioners
FROM: Troy Hall
DATE: September 24, 2024
SUBJECT: **Request Approval of Resolution #2024-81 Authorizing Budgetary Adjustments and Revisions to Transfer from General Fund Reserves to Fund 410 in the amount of One Hundred Forty-One Thousand Two Hundred Fourteen Dollars ($141,214) to Align Operating Budget with Actual Expenditures for Fiscal Year 2023 and 2024 - Troy Hall**

Prepared by Kaitlin Bentley
Last updated on 09/18/2024

ATTACHMENTS:

- BAR 2024-81.pdf
- BAR Worksheet 2024-81 Events Center Operating Account.pdf
- June 2023 12 Month Rolling Forecast.pdf
- June 2024 - 12 Month Rolling Forecast.pdf
- OVG Contract Section 7.3.pdf

CURRY COUNTY
RESOLUTION NO. 2024-81

A RESOLUTION
AUTHORIZING BUDGETARY ADJUSTMENTS AND REVISIONS

WHEREAS, the Board of Commissioners of Curry County meeting in regular session on September 24, 2024 did propose to make budget adjustments and revisions; and

WHEREAS, the County of Curry does, through Budget Resolution 2024-81 ask that authorization for the budgetary adjustments and revisions be granted, as summarized in the attached sheet; and

WHEREAS, the County of Curry wishes to transfer funds into Events Center Fund #410 from General Fund #401 in the amount of Twenty-Two Thousand Eight Hundred Thirty-Eight Dollars ($22,838) to align Operating Budget with Actual Expenses in Fiscal Year 23 and One Hundred Eighteen Thousand Three Hundred Seventy-Six Dollars (118,376) to align Operating Budget with Actual Expenses in Fiscal Year 24; and

WHEREAS, the County of Curry wishes to increase expenses in Events Fund #410 in the amount of One Hundred Forty-One Thousand Two Hundred Fourteen Dollars ($141,214) to transfer to Events Center Operating Account; and

NOW, THEREFORE, the Board of Commissioners of Curry County does hereby approve the aforementioned budget adjustment(s), and respectfully requests that authorization for the budgetary adjustments and revisions be granted by the Local Government Division of the Department of Finance and Administration of the State of NM.

IN WITNESS WHEREOF, we have hereunto set our hands and official seal this 24th day of September, 2024.

THE BOARD OF COUNTY COMMISSIONERS

_____
Robert Thornton, Chairman

_____
Brad Bender, Vice Chair

_____
Fidel Madrid, Member

ATTEST:

_____
Dusty Leatherwood, Member

_____
Anastasia Hogland, County Clerk

_____
Seth Martin, Member

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: COUNTY OF CURRY
ENTITIRY NUMBER: 05005
FISCAL YEAR: FY2024-2025
DFA Resolution Number:

(A) ENTITY RESOULUTION NUMBER	(B) LPB ACCOUNT	(B) DFA ACCOUNT	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
2024-81	410-15-5551	51300-2002-57999	Expenditure	$627,949	$141,214.00	$769,163	Increase Expenses Events Center Operating Account
	401-00-7410	11000-0001-61200	Transfer (TO)	$0	($141,214.00)	($141,214)	Transfer Cash from General Fund
	410-01-7401	51300-0001-61100	Transfer (FROM)	$0	$141,214.00	$141,214	Transfer Cash to Events Center
				TOTAL	$141,214.00		

ATTEST: _____
County Clerk **(Date)**

_____
Commission Chair or Designee **(Date)**

Curry County Events Center
ROLLING FORECAST
For the Twelveth Month Ending June 30, 2023
FYE June 30, 2023

	ACTUAL July-June	PROJECTED June	TOTAL PROJECTED FYE 2023	BUDGET FYE June 30, 2023	VARIANCE
# OF EVENTS DAYS	137		137	124	13
Direct Event Revenue	484,052	0	484,052	464,604	19,448
Promoter Proceeds	0	0	0	0	0
Direct Event Expenses	(307,953)	0	(307,953)	(371,257)	63,304
NET EVENT INCOME	49,571	0	49,571	**93,347**	(43,776)
Ancillary Revenue	227,376	0	227,376	157,104	70,272
Ancillary Expenses	(103,993)	0	(103,993)	(71,552)	(32,441)
NET ANCILLARY INCOME	123,383	0	123,383	**85,552**	37,831
Other Revenue	46,696	0	46,696	52,840	(6,144)
Other Income COG	0	0	0	(4,665)	4,665
NET OTHER INCOME	46,696	0	46,696	**48,175**	(1,479)
INDIRECT EXPENSES	(941,928)	0	(941,928)	(926,515)	(15,413)
NET OPERATING INCOME (LOSS)	**(722,279)**	**0**	**(722,279)**	**(699,441)**	**(22,838)**
TOTAL GROSS REVENUE	**758,004**	**0**	**758,004**	**674,548**	**83,456**

Comments:

Incentive Fee Calculation
20% of the Gross Revenue generated from the facility during the operating year in excess of established benchmark of $600,000

Total Gross Operating Revenue:	Benchmark	In Excess	Percent	Incentive Fee
$ 758,003.66	$600,000	$ 158,003.66	20%	$ 31,600.73

Percent of Benchmark Accomplished: 126.33%

Projected Annual Total Gross Revenue: *$758,004*

Projected Incentive Fee Expense: *$31,601*

Director of Finance
Dena Plyler

General Manager
Kyle C Messick

Curry County Events Center
ROLLING FORECAST
For theTwelveth Month Ending June 30, 2024
FYE June 30, 2024

	ACTUAL July-June	PROJECTED	TOTAL PROJECTED FYE 2024	BUDGET FYE June 30, 2024	VARIANCE
# OF EVENTS DAYS	98		98	95	3
Direct Event Revenue	518,257		518,257	508,995	9,262
Promoter Proceeds	0		0	0	0
Direct Service Expense	(11,913)		(11,913)	(414,725)	402,812
DIRECT EVENT INCOME	49,184		49,184	**94,270**	(45,086)
Ancillary Revenue	224,668		224,668	188,454	36,214
Ancillary Expenses	(110,284)		(110,284)	(84,804)	(25,480)
NET ANCILLARY INCOME	114,384		114,384	**103,650**	10,734
Other Revenue	77,321		77,321	52,840	24,481
Other Income COG	(7,489)		(7,489)	(4,665)	(2,824)
NET OTHER INCOME	69,832		69,832	**48,175**	21,657
INDIRECT EXPENSES	(999,044)		(999,044)	(893,363)	(105,681)
NET OPERATING INCOME (LOSS)	**(765,644)**		**(765,644)**	**(647,268)**	**(118,376)**
TOTAL GROSS REVENUE	**820,246**		**820,246**	**750,289**	**69,957**

Comments:

Incentive Fee Calculation
20% of the Gross Revenue generated from the facility during the operating year in excess of established benchmark of $600,000

Total Gross Operating Revenue:	Benchmark	In Excess	Percent	Incentive Fee
$ 820,246.15	$600,000	$ 220,246.15	20%	$ 44,049.23

Percent of Benchmark Accomplished: 136.71%

Projected Annual Total Gross Revenue: *$820,246*

Projected Incentive Fee Expense: *$44,049*

Director of Finance
Dena Plyler

General Manager
Kyle C Messick

Section 7.3 **Adherence to Operating Budget**. Manager shall use all reasonable efforts to manage and operate the Facility in accordance with the Operating Budget. Without the prior consent of the Owner's Contract Administrator, Manager shall not exceed, commit or contract to expend any sums in excess of the total amounts allowed in the Operating Budget or otherwise approved by Owner, except for (i) additional expenditures necessary to perform an Emergency Repair, in which event Manager shall notify Owner prior to making such repair, (ii) expenses for services or utilities provided to the Facility by unaffiliated third parties, the cost of which is not within the reasonable control of Manager, such as the costs of utilities, (iii) increased costs resulting from events scheduled pursuant to Section 5.7. The Owner shall promptly respond to requests by Manager to make expenditures in excess of the Operating Budget, particularly when such requests relate to maintenance or repair duties. The parties acknowledge that Manager may include a contingency line item in each year's Operating Budget to account for unanticipated expenses. Manager agrees to notify the Owner within 30 days of any significant change or variance in the bottom line number in the Operating Budget, and any material increase in total Facility expenses from that provided for in the Operating Budget.

ARTICLE 8
PROCEDURE FOR HANDLING INCOME

Section 8.1 **Event Account**. Manager shall be solely responsible for the receipt, handling, accounting and shall deposit within twenty-four (24) hours or no later than the next business day after receipt, whichever is later, in the Event Account, all revenue received from ticket sales and advance deposits which Manager receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the Owner and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion of such events, Manager shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating Account. Bank service charges, if any, on such account(s) shall be deducted from interest earned.

Section 8.2 **Operating Account**. Except as provided in Section 8.1, all Revenue derived from operation of the Facility shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but in all events within 24 hours of receipt). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitation contained in this Agreement, without needing to obtain the co-signature of an Owner's employee, or representative.

Section 8.3 **Audits**. Owner has the right to request audits to ensure Manager's compliance with fiscal rules set forth in this document. In the event any such audits reveal any

IV.16

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: September 24, 2024
SUBJECT: **Request Approval on Resolution #2024-82 Establishing the 2025 Holiday Schedule for County Employees – Lance A. Pyle**

Prepared by Kaitlin Bentley

Last updated on 08/26/2024

ATTACHMENTS:

- Res. 2024-82 Resolution Establishing the 2025 Holiday Schedule for County Employees.pdf

RESOLUTION NO. 2024-82

CURRY COUNTY BOARD OF COUNTY COMMISSION

A RESOLUTION ESTABLISHING THE 2025 HOLIDAY SCHEDULE FOR COUNTY EMPLOYEES

WHEREAS, New Mexico statutes, § 12-5-2, NMSA 1978 as amended, establishes the legal holiday for New Mexico governmental entities; and,

WHEREAS, the Board of County Commissioners of Curry County, in reviewing the Calendar for the year 2025 and pursuant to § 12-5-2, NMSA 1978, desires to establish by this Resolution, the holiday schedule for County Employees; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE Board of County Commissioners of Curry County that the below listed schedule of holidays is adopted for all Curry County Personnel for the Calendar year 2025.

New Year's Day 2025	will be observed on Wednesday-	January 1, 2025
Martin Luther King Jr.'s Birthday	will be observed on Monday-	January 20, 2025
Memorial Day	will be observed on Monday-	May 26, 2025
Independence Day	will be observed on Friday-	July 4, 2025
Labor Day	will be observed on Monday-	September 1, 2025
Columbus Day	will be observed on Monday-	October 13, 2025
Veteran's Day	will be observed on Tuesday-	November 11, 2025
Thanksgiving	offices will close at 1:30pm-	November 26, 2025
Thanksgiving	will be observed on Thursday-	November 27, 2025
Thanksgiving	will be observed on Friday-	November 28, 2025
Christmas Eve	will be observed on Wednesday-	December 24, 2025
Christmas Day	will be observed on Thursday-	December 25, 2025
Christmas Holiday	will be observed on Friday-	December 26, 2025

Early Thanksgiving departure time will be effective Wednesday, November 26, 2025. Curry County offices will close at 1:30pm. No County offices will be closed for lunch and all County employees will be required to work 5.5 hours on November 26th or they will be required to take leave time and deduct the hours from their accrued annual, personal or compensatory time.

These holidays are for eight (8) hours with the exception of the Pre-Thanksgiving Holiday, which will be two point five (2.5) hours on November 26, 2025 for a total of ninety eight point five (98.5) hours. If the employee works a flexible schedule often (10) or twelve (12) hours, the employee will only receive eight (8) hours on each holiday, two point five (2.5) hours on Pre-Thanksgiving Holiday and will need to adjust schedule with Department Head or take annual, personal or compensatory time to make up the same.

PASSED, ADOPTED, AND APPROVED this 24th day of September, 2024 by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
CURRY COUNTY, NEW MEXICO

_____
Robert Thornton, Chairman

_____
Brad Bender, Vice Chair

_____
Fidel Madrid, Member

_____
Dusty Leatherwood, Member

_____
Seth Martin, Member

ATTEST:

_____
Annie Hogland, County Clerk

Approved as to Legal Sufficiency:

_____
Daniel J. Macke, County Attorney

IV.17

Finance Department

TO: Board of County Commissioners
FROM: Troy Hall
DATE: September 24, 2024
SUBJECT: **Request Approval to Dispose of Non-Capital Inventory Items Per Attached Listing - Troy Hall**

Prepared by Kaitlin Bentley
Last updated on 09/18/2024

ATTACHMENTS:

- Non-Cap Disposal 9.24.24.pdf

Curry County Non-Capital Asset

9/24/2024 Regular Meeting

Description	Cost	Date Acquired	Department	Asset/Tag No.	Comments	Disposition Intent
POLYCOM POLY XXV300; SN:0004F27DDEA6	$ 152.99	UNK	IT	3165	BROKEN	DISPOSE
POLYCOME PHONE XXV300; SN:0004F27DF14C	$ 152.99	UNK	IT	3166	BROKEN	DISPOSE
POLYCOM POLY XXV300; SN:0004F27DD3FF	$ 152.99	UNK	IT	3167	BROKEN	DISPOSE
POLYCOM POLY XXV300; SN:0004F27DDEDBD	$ 152.99	UNK	IT	3169	BROKEN	DISPOSE
POLYCOM POLY XXV300; SN:0004F27DD87D	$ 152.99	UNK	IT	3170	BROKEN	DISPOSE
POLYCOM POLY XXV300; SN:0004F2D66918	$ 152.99	UNK	IT	3171	BROKEN	DISPOSE
POLYCOM POLY XXV300; SN:4F2D66325	$ 152.99	UNK	IT	3310	BROKEN	DISPOSE
POLYCOM POLY XXV300; SN:61467F1AC1CF	$ 152.99	UNK	IT	4194	BROKEN	DISPOSE
DELL OPTIPLEX 5040; SN:7YQ3PF3	$ 128.99	UNK	IT	992	BROKEN	DISPOSE
DELL OPTIPLEX 5040; SN:BK3FKB2	$ 128.99	UNK	IT	994	BROKEN	DISPOSE
DELL OPTIPLEX 5040; SN:BKSCKB2	$ 128.99	UNK	IT	2081	BROKEN	DISPOSE
DELL OPTIPLEX 5040; SN:BK3GKB2	$ 128.99	UNK	IT	2083	BROKEN	DISPOSE
DELL OPTIPLEX 5040; SN:7NW4282	$ 128.99	UNK	IT	2084	BROKEN	DISPOSE
DELL OPTIPLEX 3010; S	$ 104.99	UNK	IT	2089	BROKEN	DISPOSE
DELL OPTIPLEX 5040; SN:7NWH282	$ 128.99	UNK	IT	2090	BROKEN	DISPOSE
LOGITECH SPEAKERS PID-CP116; SN:S-00038	$ 15.00	UNK	ADC	283	BROKEN	DISPOSE
SWINGLINE LAMINATOR 1100L; SN:AK20220H	$ 35.00	2015	ROAD	14	BROKEN	DISPOSE
GLOBE MEAT SLICER 513-15000056	$ 3,500.00	4/19/2019	ADC	3878	BROKEN	DISPOSE
	$ 5,652.85					

APPROVED TO REMOVE FROM INVENTORY
CURRY COUNTY COMMISSION

Robert Thornton, CHAIRMAN

Brad Bender Vice Chair

Fidel Madrid, Member

Dusty Leatherwood, Member

Seth Martin, Member

Road Dept Department

TO: Board of County Commissioners
FROM: Walon Jones
DATE: September 24, 2024
SUBJECT: **Request Approval of Contract and Low Bid to Invitation to Bid #2024/25-03 Curry Road D Site 2 Project Between Curry Road 19 and New Mexico SR 77 to K. Barnett & Sons, Inc at a Cost of Five Hundred Fifty-One Thousand Three Hundred Seventy Dollars and Zero Cents - Walon Jones**

Prepared by Kaitlin Bentley
Last updated on 09/18/2024

ATTACHMENTS:

- Final Contract CR D Site 2.pdf
- Recommendation of Award_2024.25-03.pdf

SECTION 5 – CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between **CURRY COUNTY, NEW MEXICO**, hereinafter called the "OWNER" and K. Barnett & Sons of Clovis, New Mexico , hereinafter called the "CONTRACTOR".

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and undertakings contained herein, and upon the terms, conditions and provisions set forth below, OWNER and CONTRACTOR agree as follows:

1. PROJECT

1.1. CONTRACTOR hereby agrees with OWNER to commence and complete the construction to be known as:

PWCC-008 COUNTY ROAD D SITE 2
2024/25-03

1.2. CONTRACTOR shall complete the **PWCC-008 COUNTY ROAD D SITE 2**, hereinafter called the "PROJECT," by furnishing all materials, labor, machinery, equipment, tools, etc., necessary to furnish and install misc. construction projects consisting of any or all of the Bid items listed in the Unit Price Bid Proposal.

2. WORK

2.1. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The "WORK" is generally described as follows:

Scope includes reconstruction of Curry County Road D between County Road 19 and New Mexico SR 77. Project will include pavement removal, and re-pavement of roadway intersections, import of borrow material (2" Minus), and shaping and grading of drainage ditches and roadway. Existing roadway is approximately 24 feet wide and 1 miles long.

2.2. All quantities are approximate. All WORK to be performed and materials to be installed hereunder shall be in accordance with subsequent sections of this contract and specifications.

2.3. All construction shall be in accordance with, and this Contract shall include and the parties hereto shall be bound by all provisions of the following, which are each incorporated by reference as if set forth in full herein: New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction, 2019 Edition, as amended and revised by the Supplemental

Specifications, which are attached hereto and incorporated by reference as if set forth in full herein. Contractor hereby covenants, warrants, and acknowledges that Contractor possesses Standard Specifications for Highway and Bridge Construction, 2019 Edition and knowledge of its contents.

2.4. All construction shall further be in accordance with, and this Contract shall include and the parties hereto shall be bound by, all provisions of the following, which are each attached hereto and incorporated by reference as if set forth in full herein:

A. Invitation For Bid
B. Terms & Conditions
C. Instructions to Bidders
D. Bid Form
E. Bid Guaranty
F. Construction Contract
G. Performance Bond
H. Payment Bond
I. Certificate of Insurance
J. Prevailing Wage Rates and Certified Payroll
K. Statement of Bidder's Qualification
L. Project Description
M. Special Provisions
N. General Provisions
O. Notice to Contractors
P. Construction Procedures and General Notes
Q. Technical Specifications

3. ENGINEER

3.1. The part of the PROJECT that pertains to the WORK has been designed by:

PETTIGREW & ASSOCIATES, P.A.
100 E. Navajo Drive, Suite 100
Hobbs, New Mexico 88240
Ph: (575) 393-9827

3.2. The OWNER has retained **PETTIGREW & ASSOCIATES, P.A.**, hereinafter called the "ENGINEER" to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

4. CONTRACT TIME

4.1. CONTRACTOR hereby agrees to commence work on or before a date to be specified in a written Notice to Proceed (NTP) by the OWNER and complete the WORK within **seventy-five (75) consecutive calendar days for Substantial Completion** and **one hundred (100) consecutive calendar days for Final Completion** for this PROJECT.

4.2. Provision with days added for agreed-upon weather days, days added for owner-caused delays, and days added or subtracted for change orders, per each specific change order. The number of days added for inclement weather or owner-caused delays shall be reduced by the number of days where no or minimal work was observed being done on the project, based on a 7-day week. Further, an owner-caused delay can only be counted, if no other work could be performed each day of the claimed delay. If the resulting net owner-caused delays exceed contractor-caused and weather delays to the point of delaying the contractor beyond the date of substantial completion, contractor shall be entitled to the agreed-upon liquidated damages as his sole and exclusive remedy for the costs of such delay.

5. LIQUIDATED DAMAGES

5.1. Both OWNER and CONTRACTOR agree that time is of the essence in the completion of this public project. Both parties agree that significant financial loss will be incurred should the project not be completed on time and the calculation of said damages will be difficult to determine. Both parties acknowledge the difficulty of damage calculating and expense of litigating or otherwise proving the actual costs of such delay and agree that such is not in either parties' best interest. In lieu of such determination, both parties agree to sum of **one thousand dollars ($1000) per calendar day** as liquidated damages for each calendar day the project is not substantially complete and **one thousand dollars ($1000) per calendar day** as liquidated damages for each calendar day the project is not finally complete, as the sole and exclusive remedy for the damage costs of project delay. The parties agree that any dispute over damages from either party shall be limited by the daily liquidated damages amount. This amount shall be withheld from the appropriate pay request and retained by the owner as reimbursement; or in the case of damage costs due to the contractor, be billed to the owner on the final pay request once all the punch-list items are corrected upon final project completion.

5.2. Substantial Completion shall be defined as the date the owner's representative certifies the project construction, or a specified part of, is sufficiently finished to allow the owner to use the project, or specified part thereof, in the manner for which it was intended. More specifically to this project, substantial completion shall include at a minimum, completion of all the following:

A. Clearing and grubbing, completed and approved
B. Subgrade preparation, completed and approved

C. Minor Pavement HMA SP-III, completed and approved
D. Base course 3", completed and approved
E. Blading and reshaping, completed and approved
F. Concrete pavement including sidewalk, curb, gutter completed and approved
G. Water and sewer extensions completed, certified, and approved
H. No traffic control on the project and the project open for public use
I. All residential and commercial driveways and turnouts complete and open

6. CONTRACT PRICE

6.1. OWNER shall pay CONTACTOR for completion of the WORK in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. CONTRACTOR shall perform the construction of this PROJECT on a per unit basis in accordance with the Bid quantities. The parties understand and agree that the total price of this contract is based on certain prices quoted for certain unit items of goods multiplied by an estimated number of units which will be required for the job, combined with a figure which represents the price to be paid for the necessary services which will be required to complete this performance under this contract. The parties understand and agree that all parties involved have made a serious good faith effort to arrive at the closest and most accurate estimates possible and that certain adjustments in quantity may have to be made as the performance under this contract proceeds. However, the parties agree that the unit prices upon which the total contract is based will remain the same, as will the figure quoted for services, unless otherwise provided herein. The Bid sets forth the breakdown of the unit prices, estimated number of units, and the figure for services, which figures have been used to arrive at the Bid Item prices shown on the Bid.

B. **TOTAL BASE BID $**551,370.00

C. New Mexico Gross Receipts Tax will be added to this amount at time of billing.

7. STATE WAGE RATES

7.1. State wage rates are included in these documents and shall be followed during the entire term of this contract plus extensions. Prior to communicating any request for Road Work, the Owner shall obtain a copy of the updated wage rates from the State. These shall be provided to the Contractor and the Contractor shall submit the proper report to the State verifying conformance following performance of any work.

8. TERMINATION OF CONTRACT

8.1. Either party may terminate this or any extensions of the contract upon receipt of written notice by other party thirty (30) days in advance of termination. All funds due the Contractor for work performed up to the date of termination shall be paid in full.

9. PAYMENT

9.1. OWNER agrees to pay CONTRACTOR for the performance of this Agreement and to make payments on account thereof as provided in "Payment to Contractor" of the Special Conditions.

9.2. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written agreement shall be valid or binding; and this agreement may not be enlarged, modified, or altered except in writing signed by the parties. The Contractor's Bid is attached hereto and is referred to herein and contains the description of the Contractor's Bid on the price of the Project; however, this Contract supersedes the Bid and the terms hereof are controlling on any and all terms other than the job description and price and on any and all terms where the documents conflict.

10. INDEMNITY BY CONTRACTOR

10.1. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless; Curry County, New Mexico, its officials, employees, agents, successors, and assigns from and against any and all liabilities, penalties, fines forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, including cost of defense, settlement, and reasonable attorney fees, which any or all of them may hereinafter suffer, incur, be responsible for or pay our as a result of bodily injuries, including death, to any person, damage, including loss of use, to any property, public or private, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulation of any governmental entity or agency, directly or indirectly, or arising out of or resulting from the acts, or failure to act, of the CONTRACTOR, is employees, agents, subcontractors, or other persons engaged by or under the control, supervision or direction of the CONTRACTOR, or its subcontractors, in the performance of this agreement. To the extent, if at all, Section *56-7-1* 1 NMSA 1978 is applicable, the duty of the CONTRACTOR to indemnify Curry County, New Mexico shall not extend to liability, claims, damages, losses or expenses, including fees of lawyers and costs, arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by Curry County, New Mexico or by its agents or employees; or (ii) the giving or the failure to give directions or instructions by Curry

County, New Mexico or by its agent or employees, where the giving or failure to give directions or instruction is the primary cause of bodily injury, wrongful death or damage to property. This paragraph shall survive after the completion or the termination of the contract.

11. MISCELLANEOUS

11.1. This agreement shall inure to the benefit of and be binding upon the successors in interest and assigns of the respective parties.

11.2. It is hereby agreed by the parties that there will be no assignment or transfer of this agreement, nor of any interest in this agreement, without prior written agreement of the parties to this agreement.

11.3. It is mutually understood and agreed that this agreement shall be governed by the laws of the State of New Mexico, both as to interpretation and performance.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement.

This Agreement will be effective on this ____day of _____, 20___.

OWNER: **CURRY COUNTY, NEW MEXICO** (SEAL)

By: _____

_____

ATTEST: By: _____

_____

APPROVED AS TO LEGAL FORM:

By: _____

_____
Attorney

CONTRACTOR: _____ (SEAL)

By: _____

_____
Name of Person Authorized to Sign, Title

ATTEST: By: _____

_____
Witness as to Contractor – Name, Title

NOTE: 1. Sole Proprietorship: Signature of both husband and wife.
2. General Partnership: Signature of all general partners, if possible, and a fully executed copy of partnership agreement.
3. Corporation: Signature of president, attested by secretary; with corporate seal. Also, obtain a certificate of good standing issued by S.C.C. within 60 days and prior to execution of any document, place a telephone call to the New Mexico State Corporation Commission at 827-4510 to confirm current "good standing" of corporation and correct listing of officers and directors. If corporation is not in "good standing" and/or president and secretary is claimed to be different that listing at S.C.C., Contractor must clear up problem with S.C.C. before contract is executed.

PETTIGREW
& ASSOCIATES PA
ENGINEERING | SURVEYING | CONSTRUCTION SERVICES
DEFINING QUALITY SINCE 1965

September 10, 2024

Curry County Administration Complex
Attn: Melynda Crouch
417 Giddings St.
STE #100
Clovis, NM

RE: CURRY COUNTY, NEW MEXICO
PWCC-008 COUNTY ROAD D SITE 2
BID NUMBER: 2024/25-03

Dear Commissioners,

Contractor's Bids for construction of work associated with the above-referred project were received before Monday, September 9, 2024 at 2:00 p.m. (MDT) and publicly opened at 2:00 p.m. on the same day via teleconference in accordance with the Specifications and Contract Documents. Ms. Debra Hicks, PE/LSI, Pettigrew & Associates, P.A. Principal Engineer and CEO, opened the Bids and read aloud *in words* the Total Lump Sum Price:

I. One (1) bid was received:

1.	K Barnett & Sons, Inc Clovis, NM	TOTAL LUMP SUM PRICE BASE BID + NMGRT NOT INCLUDED	$551,370.00

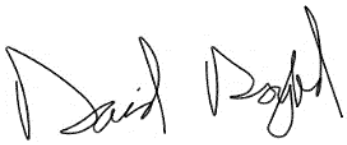
Curry County Administration Complex
Attn: Melynda Crouch
417 Giddings St.
STE #100
Clovis, NM

CURRY COUNTY, NEW MEXICO
PWCC-008 COUNTY ROAD D SITE 2
BID NUMBER: 2024/25-03

It is recommended that the Total (Lum Sum Price Base Bid + NMGRT) be awarded to K Barnett & Sons. at the unit price bid per item of work totals at $583,762.99, inclusive of gross receipts tax at 5.8750%.

Sincerely,

Pettigrew & Associates, P.A.





9/10/2024
David Roybal, PE
NM # 23576

IV.19

Road Dept Department

TO: Board of County Commissioners
FROM: Walon Jones
DATE: September 24, 2024
SUBJECT: **Request Approval of Contract and Low Bid to Invitation to Bid #2024/25-02 Curry Road D Site 1 Project Between Curry Road 22 and 19 to K. Barnett & Sons, Inc at a Cost of Nine Hundred Eighty-Six Thousand Four Hundred Forty-Six Dollars and Zero Cents - Walon Jones**

Prepared by Kaitlin Bentley
Last updated on 09/18/2024

ATTACHMENTS:

- FINAL Contract CR D Site 1.pdf
- Recommendation of Award_2024.25-02 (1).pdf

SECTION 5 – CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between **CURRY COUNTY, NEW MEXICO**, hereinafter called the "OWNER" and K. Barnett & Sons of Clovis, New Mexico , hereinafter called the "CONTRACTOR".

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and undertakings contained herein, and upon the terms, conditions and provisions set forth below, OWNER and CONTRACTOR agree as follows:

1. PROJECT

1.1. CONTRACTOR hereby agrees with OWNER to commence and complete the construction to be known as:

PWCC-005 COUNTY ROAD D SITE 1
2024/25-02

1.2. CONTRACTOR shall complete the **PWCC-005 COUNTY ROAD D SITE 1**, hereinafter called the "PROJECT," by furnishing all materials, labor, machinery, equipment, tools, etc., necessary to furnish and install misc. construction projects consisting of any or all of the Bid items listed in the Unit Price Bid Proposal.

2. WORK

2.1. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The "WORK" is generally described as follows:

Curry County is looking to repair damage to Curry County Road D between County Road 22 and 19. Project will include pavement removal, and re-pavement of roadway, shaping and grading of shoulders and roadway. Project area is approximately 24 feet wide and 3 miles long.

2.2. All quantities are approximate. All WORK to be performed and materials to be installed hereunder shall be in accordance with subsequent sections of this contract and specifications.

2.3. All construction shall be in accordance with, and this Contract shall include and the parties hereto shall be bound by all provisions of the following, which are each incorporated by reference as if set forth in full herein: New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction, 2019 Edition, as amended and revised by the Supplemental Specifications, which are attached hereto and incorporated by reference as if set

forth in full herein. Contractor hereby covenants, warrants, and acknowledges that Contractor possesses Standard Specifications for Highway and Bridge Construction, 2019 Edition and knowledge of its contents.

2.4. All construction shall further be in accordance with, and this Contract shall include and the parties hereto shall be bound by, all provisions of the following, which are each attached hereto and incorporated by reference as if set forth in full herein:

A. Invitation For Bid
B. Terms & Conditions
C. Instructions to Bidders
D. Bid Form
E. Bid Guaranty
F. Construction Contract
G. Performance Bond
H. Payment Bond
I. Certificate of Insurance
J. Prevailing Wage Rates and Certified Payroll
K. Statement of Bidder's Qualification
L. Project Description
M. Special Provisions
N. General Provisions
O. Notice to Contractors
P. Construction Procedures and General Notes
Q. Technical Specifications

3. ENGINEER

3.1. The part of the PROJECT that pertains to the WORK has been designed by:

PETTIGREW & ASSOCIATES, P.A.
100 E. Navajo Drive, Suite 100
Hobbs, New Mexico 88240
Ph: (575) 393-9827

3.2. The OWNER has retained **PETTIGREW & ASSOCIATES, P.A.**, hereinafter called the "ENGINEER" to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

4. CONTRACT TIME

4.1. CONTRACTOR hereby agrees to commence work on or before a date to be specified in a written Notice to Proceed (NTP) by the OWNER and complete the

WORK within **seventy-five (75) consecutive calendar days for Substantial Completion** and **one hundred (100) consecutive calendar days for Final Completion** for this PROJECT.

4.2. Provision with days added for agreed-upon weather days, days added for owner-caused delays, and days added or subtracted for change orders, per each specific change order. The number of days added for inclement weather or owner-caused delays shall be reduced by the number of days where no or minimal work was observed being done on the project, based on a 7-day week. Further, an owner-caused delay can only be counted, if no other work could be performed each day of the claimed delay. If the resulting net owner-caused delays exceed contractor-caused and weather delays to the point of delaying the contractor beyond the date of substantial completion, contractor shall be entitled to the agreed-upon liquidated damages as his sole and exclusive remedy for the costs of such delay.

5. LIQUIDATED DAMAGES

5.1. Both OWNER and CONTRACTOR agree that time is of the essence in the completion of this public project. Both parties agree that significant financial loss will be incurred should the project not be completed on time and the calculation of said damages will be difficult to determine. Both parties acknowledge the difficulty of damage calculating and expense of litigating or otherwise proving the actual costs of such delay and agree that such is not in either parties' best interest. In lieu of such determination, both parties agree to sum of **one thousand dollars ($1000) per calendar day** as liquidated damages for each calendar day the project is not substantially complete and **one thousand dollars ($1000) per calendar day** as liquidated damages for each calendar day the project is not finally complete, as the sole and exclusive remedy for the damage costs of project delay. The parties agree that any dispute over damages from either party shall be limited by the daily liquidated damages amount. This amount shall be withheld from the appropriate pay request and retained by the owner as reimbursement; or in the case of damage costs due to the contractor, be billed to the owner on the final pay request once all the punch-list items are corrected upon final project completion.

5.2. Substantial Completion shall be defined as the date the owner's representative certifies the project construction, or a specified part of, is sufficiently finished to allow the owner to use the project, or specified part thereof, in the manner for which it was intended. More specifically to this project, substantial completion shall include at a minimum, completion of all the following:

A. Clearing and grubbing, completed and approved
B. Subgrade preparation, completed and approved
C. Minor Pavement HMA SP-III, completed and approved
D. Base course 3", completed and approved

E. Blading and reshaping, completed and approved
F. Concrete pavement including sidewalk, curb, gutter completed and approved
G. Water and sewer extensions completed, certified, and approved
H. No traffic control on the project and the project open for public use
I. All residential and commercial driveways and turnouts complete and open

6. CONTRACT PRICE

6.1. OWNER shall pay CONTACTOR for completion of the WORK in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. CONTRACTOR shall perform the construction of this PROJECT on a per unit basis in accordance with the Bid quantities. The parties understand and agree that the total price of this contract is based on certain prices quoted for certain unit items of goods multiplied by an estimated number of units which will be required for the job, combined with a figure which represents the price to be paid for the necessary services which will be required to complete this performance under this contract. The parties understand and agree that all parties involved have made a serious good faith effort to arrive at the closest and most accurate estimates possible and that certain adjustments in quantity may have to be made as the performance under this contract proceeds. However, the parties agree that the unit prices upon which the total contract is based will remain the same, as will the figure quoted for services, unless otherwise provided herein. The Bid sets forth the breakdown of the unit prices, estimated number of units, and the figure for services, which figures have been used to arrive at the Bid Item prices shown on the Bid.

B. **TOTAL BASE BID $986,446.00**

C. New Mexico Gross Receipts Tax will be added to this amount at time of billing.

7. STATE WAGE RATES

7.1. State wage rates are included in these documents and shall be followed during the entire term of this contract plus extensions. Prior to communicating any request for Road Work, the Owner shall obtain a copy of the updated wage rates from the State. These shall be provided to the Contractor and the Contractor shall submit the proper report to the State verifying conformance following performance of any work.

8. TERMINATION OF CONTRACT

8.1. Either party may terminate this or any extensions of the contract upon receipt of written notice by other party thirty (30) days in advance of termination. All funds due the Contractor for work performed up to the date of termination shall be paid in full.

9. PAYMENT

9.1. OWNER agrees to pay CONTRACTOR for the performance of this Agreement and to make payments on account thereof as provided in "Payment to Contractor" of the Special Conditions.

9.2. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written agreement shall be valid or binding; and this agreement may not be enlarged, modified, or altered except in writing signed by the parties. The Contractor's Bid is attached hereto and is referred to herein and contains the description of the Contractor's Bid on the price of the Project; however, this Contract supersedes the Bid and the terms hereof are controlling on any and all terms other than the job description and price and on any and all terms where the documents conflict.

10. INDEMNITY BY CONTRACTOR

10.1. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless; Curry County, New Mexico, its officials, employees, agents, successors, and assigns from and against any and all liabilities, penalties, fines forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, including cost of defense, settlement, and reasonable attorney fees, which any or all of them may hereinafter suffer, incur, be responsible for or pay for as a result of bodily injuries, including death, to any person, damage, including loss of use, to any property, public or private, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulation of any governmental entity or agency, directly or indirectly, or arising out of or resulting from the acts, or failure to act, of the CONTRACTOR, is employees, agents, subcontractors, or other persons engaged by or under the control, supervision or direction of the CONTRACTOR, or its subcontractors, in the performance of this agreement. To the extent, if at all, Section *56-7-1* 1 NMSA 1978 is applicable, the duty of the CONTRACTOR to indemnify Curry County, New Mexico shall not extend to liability, claims, damages, losses or expenses, including fees of lawyers and costs, arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by Curry County, New Mexico or by its agents or employees; or (ii) the giving or the failure to give directions or instructions by Curry County, New Mexico or by its agent or employees, where the giving or failure to give directions or instruction is the primary cause of bodily injury, wrongful death

or damage to property. This paragraph shall survive after the completion or the termination of the contract.

11. MISCELLANEOUS

11.1. This agreement shall inure to the benefit of and be binding upon the successors in interest and assigns of the respective parties.

11.2. It is hereby agreed by the parties that there will be no assignment or transfer of this agreement, nor of any interest in this agreement, without prior written agreement of the parties to this agreement.

11.3. It is mutually understood and agreed that this agreement shall be governed by the laws of the State of New Mexico, both as to interpretation and performance.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement.

This Agreement will be effective on this ___day of _____, 20___.

OWNER: **CURRY COUNTY, NEW MEXICO** (SEAL)

By: _____

_____

ATTEST: By: _____

_____

APPROVED AS TO LEGAL FORM:

By: _____

_____
Attorney

CONTRACTOR: _____ (SEAL)

By: _____

_____
Name of Person Authorized to Sign, Title

ATTEST: By: _____

_____
Witness as to Contractor – Name, Title

NOTE: 1. Sole Proprietorship: Signature of both husband and wife.
2. General Partnership: Signature of all general partners, if possible, and a fully executed copy of partnership agreement.
3. Corporation: Signature of president, attested by secretary; with corporate seal. Also, obtain a certificate of good standing issued by S.C.C. within 60 days and prior to execution of any document, place a telephone call to the New Mexico State Corporation Commission at 827-4510 to confirm current "good standing" of corporation and correct listing of officers and directors. If corporation is not in "good standing" and/or president and secretary is claimed to be different that listing at S.C.C., Contractor must clear up problem with S.C.C. before contract is executed.

PETTIGREW
& ASSOCIATES PA
ENGINEERING | SURVEYING | CONSTRUCTION SERVICES
DEFINING QUALITY SINCE 1965

September 5, 2024

Curry County Administration Complex
Attn: Melynda Crouch
417 Giddings St.
STE #100
Clovis, NM

RE: CURRY COUNTY, NEW MEXICO
PWCC-005 COUNTY ROAD D SITE 1
BID NUMBER: 2024/25-02

Dear Commissioners,

Contractor's Bids for construction of work associated with the above-referred project were received before Wednesday, September 4, 2024 at 2:00 p.m. (MDT) and publicly opened at 2:00 p.m. on the same day via teleconference in accordance with the Specifications and Contract Documents. Ms. Debra Hicks, PE/LSI, Pettigrew & Associates, P.A. Principal Engineer and CEO, opened the Bids and read aloud *in words* the Total Lump Sum Price:

I. Two (2) bids were received:

1.	J&H Services, Inc Albuquerque, NM	TOTAL LUMP SUM PRICE BASE BID + NMGRT NOT INCLUDED	$1,770,014.00
2.	K Barnett & Sons, Inc Clovis, NM	TOTAL LUMP SUM PRICE BASE BID + NMGRT NOT INCLUDED	$986,446.00

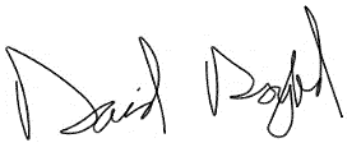
Curry County Administration Complex
Attn: Melynda Crouch
417 Giddings St.
STE #100
Clovis, NM

CURRY COUNTY, NEW MEXICO
PWCC-005 COUNTY ROAD D SITE 1
BID NUMBER: 2024/25-02

It is recommended that the Total (Lum Sum Price Base Bid + NMGRT) be awarded to K Barnett & Sons. at the unit price bid per item of work totals at $1,044,399.70, inclusive of gross receipts tax at 5.8750%.

Sincerely,

Pettigrew & Associates, P.A.





9/5/2024
David Roybal, PE
NM # 23576

IV.20

Finance Department

TO: Board of County Commissioners
FROM: Troy Hall
DATE: September 24, 2024
SUBJECT: **Request Approval to Dispose of Capital Inventory; One Insurance Totaled 2005 Chevy Colorado VIN #LGCDTL46358223784 - Troy Hall**

Prepared by Kaitlin Bentley
Last updated on 09/18/2024

ATTACHMENTS:

- CAP Disposal 9.24.24.pdf

Curry County Capital Asset

9/24/2024 Regular Meeting

Description	Cost	Date Acquired	Department	Asset/Tag No.	Comments	Disposition Intent
CHEVY COLORADO; VIN:LGCDTL46358223784	FMV: $0	7/6/2018	ROAD	3823 P24	INSURANCE TOTALED	INSURANCE TOTALED

APPROVED TO REMOVE FROM INVENTORY
CURRY COUNTY COMMISSION

Robert Thornton, CHAIRMAN

Brad Bender Vice Chair

Fidel Madrid, Member

Dusty Leatherwood, Member

Seth Martin, Member

IV.21

Adult Detention Center Department

TO: Board of County Commissioners
FROM: Mark Gallegos
DATE: September 24, 2024
SUBJECT: **Request Approval of Intergovernmental Agreement Between Curry County and Lea County Regarding the Housing of Curry County Detainees in the Lea County Detention Center at $150.00 Per Day Per Adult Detainee and $300.00 Per Day Per Juvenile Detainee with an Effective Date of September 24, 2024 and Will Remain in Effect Until August 23, 2025 - Mark Gallegos**

Prepared by Kaitlin Bentley
Last updated on 09/19/2024
ATTACHMENTS:

- Curry County.pdf

CURRY COUNTY
AGREEMENT TO HOUSE DETAINEES

THIS AGREEMENT is entered into by and between the Lea County Board of Commissioners hereinafter referred to as "Lea County" and Curry County Board of Commissioners hereinafter referred to as "Curry County".

RECITALS

WHEREAS, Curry County is in need of a facility for the incarceration, care and maintenance of persons charged with or arrested for violation of Curry County's Ordinances, arrested by Curry County's law enforcement personnel, or arrested by other law enforcement agencies within the jurisdiction of Curry County; and

WHEREAS, Lea County owns and operates the Lea County Detention Center ("LCDC"), located in Lovington, New Mexico, which, from time to time, has available bed space; and

WHEREAS, LCDC operates the Lea County Detention Center, containing Adult and Juvenile Units; and

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

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

1.0 PURPOSE.

The purpose of this Agreement is to establish the terms and conditions under which Lea County shall accept and detain, on a space available basis, Curry County detainees which may be delivered to LCDC from time to time for incarceration.

2.0 TERM

2.1 The term of the contract shall become effective when signed by both parties. The initial term of this agreement is one year. Unless either party provides thirty (30) 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.

3.0 ADULT DETAINEES HOUSING AND BOARD

3.1 LCDC will house detainees from Curry County at its facility in Lovington, New Mexico on a space available basis. The parties agree Curry County will call Lea County Detention Center for accommodation before bringing any detainee to the facility.

3.2 Curry County detainees will be subject to the same rules as all Lea County detainees, Curry County detainees will receive care, treatment, and accommodations without differentiation from Lea County detainees.

3.3 On the day release is required by the terms of the order of the Court or by law, a Curry County detainee may be released by LCDC at its regular time of release for other detainees.

3.4 Curry County shall provide all transportation for Curry County detainees to and from LCDC in Lovington, New Mexico.

4.0 CONSIDERATION

4.1 Curry County will pay Lea County $150.00 per day for each adult detainee, from date of incarceration through date of release for housing and board and related services.

4.2 Lea County shall invoice Curry County monthly, at the end of each month. Invoices shall be paid within 30 days of receipt.

4.3 Lea County reserves the right to refuse to accept any detainees from Curry County in the event any invoice remains unpaid for 45 or more days.

5.0 JUVENILE DETAINEE HOUSING AND BOARD

5.1 LCDC will house juvenile detainees from Curry County at its approved juvenile unit in Lovington, New Mexico on a space available basis. The parties agree Curry County will call the Lea County Juvenile Detention Center for accommodations before bringing any juvenile detainees to the facility.

5.2 Curry County juvenile detainees will be subject to the same rules as all Lea County juvenile detainees, Curry County detainees will receive care, treatment, and accommodations without differentiation from Lea County juvenile detainees.

5.3 Curry County will pay Lea County $300.00 per day, from date of incarceration through date of release for each juvenile detainee for housing and board and related services.

5.4 Curry County shall provide all transportation for Curry County detainees to and from LCDC in Lovington, New Mexico.

6.0 REJECTION/RETURN

6.1 The Director or designee of LCDC shall have the right to reject any detainee tendered by Curry County, as long as Curry County detainees are evaluated and treated on the same basis as detainees from other contract entities.

7.0 DETAINEE INFORMATION

7.1 When submitting any **adult** detainee to LCDC, Curry County, shall provide any and all available documentation and information as follows:

1. Arrest/Bench Warrant and Supporting Affidavit
2. Arrest report
3. Judgment and Sentence
4. Release Order
5. Date of birth
6. Criminal Complaint or other Charging Document

In addition, Curry County will provide LCDC with any information it may have concerning detainees tendered pertaining to medical problems, suicidal tendencies, escape records or tendencies toward violence and disruptions. Failure to provide LCDC with legal authority to hold said detainee at the time detainee is brought to the Detention Center will result in the refusal of the detainee.

7.2 When submitting any **juvenile** detainee to the LCDC, Curry County, shall provide any and all available documentation and information as follows:

1. Authorization to hold shall be entered in SARA by the approving authority
2. Medical consent form signed by juvenile's legal guardian
3. Arrest/Bench Warrant and Supporting Affidavit
2. Arrest report
3. Judgment and Disposition
4. Release Order
5. Date of birth
6. Statement of Probable Cause or other Charging Document

In addition, Curry County will provide the LCDC with any information it may have concerning detainees tendered pertaining to medical problems, suicidal tendencies, escape records or tendencies toward violence and disruptions. Failure to provide LCDC with legal authority to hold said detainee at the time detainee is brought to the Detention Center will result in the refusal of the detainee.

8.0 MEDICAL CARE

8.1 As used herein, "medical care" and "medical treatment" shall include medical, psychiatric and emergency dental treatment, and all prescribed drugs therapy.

8.2 LCDC shall not be required to provide medical care to any Curry County detainees housed pursuant to this agreement, except as provided to Lea County detainees, by its medical staff.

8.3 Should medical care become necessary from an outside health care provider, requiring admission to a hospital or similar treatment center the Curry County Manager, or a person designated in advance by Curry County shall be contacted. Curry County shall either secure the release of the detainee from the appropriate authority in a timely manner or undertake management of the detainee's medical treatment in a timely manner. Should Curry County be unable to secure the release or undertake management of the detainee's medical treatment Curry County will be responsible for all cost of medical treatment to include the expense of providing LCDC Staff and any required Transportation.

8.4 Notwithstanding the above, in an emergency, when treatment is clearly necessary to conserve a detainee's health, Lea County will provide the necessary treatment without prior authority from Curry County, but in such case must notify the appropriate Curry County official as soon as possible thereafter. At such time, medical management of the problem will then be tendered to Curry County. Lea County is expressly authorized to instruct health care providers to bill Curry County directly for medical care rendered in these circumstances. Under all circumstances Curry County will be responsible for all outside medical care requiring admission to a hospital or similar treatment center.

9.0 TERMINATION

9.1 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, by certified mail, return receipt, at the following addresses or such other addresses that may be designated from time to time:

Curry County	Lea County
County Manager	County Manager
417 Gidding St. Suite 100	100 N. Main, Suite 4
Clovis, NM 88101	Lovington, NM 88260

Termination of this Agreement shall not relieve any party from any liability which arose prior to termination. Specifically, termination of this Agreement shall not relieve any party from any indemnification obligations for actions or inactions which occurred prior to termination.

10.0 MISCELLANEOUS

10.1 This Agreement is interpreted according and subject to New Mexico law. Any action to interpret and/or enforce this Agreement shall be brought and maintained in the District Court in and for Lea County, New Mexico.

10.2 This Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

10.3 This Agreement and any Exhibits thereto constitute the entire agreement and understanding of the parties and all other matters addressed or referred to herein and supersedes all prior and contemporaneous agreements and understandings, representations, and warranties, whether oral or written, relating such matters.

10.4 Lea County will store and maintain Curry County detainee personal property and monetary funds in the same manner as Lea County detainees, subject to all rules and policies of Lea County.

10.5 Lea County will maintain accurate records concerning the time and date Curry County detainees are received and released at LCDC. Record of monetary funds of Curry County detainees. will also be maintained.

10.6 Curry County, through permission of Lea County, may access and inspect the conditions under which its detainees are housed at LCDC.

IN WITNESS WHEREOF, we have hereunder affixed our hands and seals this _____ day of _____ 20____.

CURRY COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Chairman

ATTEST:
Curry County Clerk

By: _____

LEA COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Chairman

ATTEST: Keith Manes
Lea County Clerk

By: _____

IV.22

Road Dept Department

TO: Board of County Commissioners
FROM: Walon Jones
DATE: September 24, 2024
SUBJECT: **Request Approval to Use Eddy County RFP 24-02 Emulsified Sealing Services Contracts and Curry County to Execute Contract with Approved Vendor at Contract Rates, With Authorization for County Manager Pyle to Sign - Walon Jones**

Prepared by Kaitlin Bentley
Last updated on 09/19/2024

ATTACHMENTS:

- 9.24.24 Eddy County Signed Contract RFP 24-02 Intermountain.pdf
- 9.24.24 RFP 24-02 Emulsified Sealing.pdf
- 9.24.24 RFP 204-02 Award Desert West.pdf

STATE OF NEW MEXICO
COUNTY OF EDDY

AGREEMENT A-24-51
RFP 24-02 Emulsified Sealing Services

THIS AGREEMENT ("Agreement") is made by and between Eddy County, hereinafter referred to as the "County" and **Intermountain Slurry Seal Inc.,** hereinafter referred to as the "Contractor", and collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* th e Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and has represented and warranted that Contractor is professionally qualified to render the contractor services required by the County and possess any licenses and/or certificates required under state or federal law to perform the services required under this Agreement; and

WHEREAS, the County has selected the Contractor as an offeror advantageous to Eddy County; and

WHEREAS, all terms and conditions of the RFP 24-02 and the Contractor's response to such document(s) are incorporated herein by reference;

NOW, THEREFORE, County and the Contractor further agree as follows:

1. SERVICES.

1.1. The Services. The Contractor shall perform those services (the "Services") described in the "Purpose" outlined in RFP 24-02, incorporated herein by reference as though fully set forth. The Contractor shall perform the Services as expeditiously as is consistent with good professional skill and care and the orderly progress of the Services. Contractor is aware and understands that "time is of the essence" in the provision of these Services.

1.2. Services Fee. County will pay Contractor for services rendered at the rates set forth and as agreed to in the cost proposal provided within RFP 24-02.

1.3. Representative. Contact person available for inquiries or questions for services provided.

"Contractor"	"County"
Intermountain Slurry Seal Inc.	Eddy County
Attn: Ken Walschlager	Attn: Jason Burns
701 E. Main St.	101 W. Greene St
Lewisville TX, 75057	Carlsbad, NM 88220
Phone: 469-792-8570	Phone: 575-887-9511 EXT 4001

1.4. Substitution. With respect to any substitution of this representative, the Contractor must provide detailed justification documenting the necessity for the
substitution. The Contractor shall forward a request to substitute staff to County for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from County.

2. LIABILITY, INDEMNIFICATION, AND INSURANCE

2.1. Liability. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees. Contractor understands, acknowledges and agrees that neither County nor any of its components is indemnifying Contractor or any of its employees. The liability of County will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978.

2.2. Insurance. The Contractor is required to carry insurance, meeting the requirements in the Section labeled "Insurance Requirements" or as noted in the specifications of RFP 24-02 herein listing County as an additional insured. Contractor must submit proof of insurance in the form of a "Certificate of Insurance" with their response and prior to commencing work under the resulting contract. Contractor's insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions.

2.3. Indemnification. In addition to any and all other indemnification and remedies provided herein, Contractor agrees to indemnify, defend and hold

harmless County and its officers, governing board, and employees from and against any and all damages, liabilities, obligations, losses, deficiencies, actions, costs (including reasonable attorneys' fees and expenses), demands, suits, judgments, or assessments (hereafter "Claims") arising out of (i) Contractor's negligence in the performance of this Contract; (ii) any defect in the Services (iii) any acts or omissions of Contractor, its employees, subcontractors, or agents in connection with the performance of this Contract; or (iv) any breach of this Contract by Contractor, its employees, subcontractors, or agents. In the event of any Claim to which this indemnification applies, County will promptly notify Contractor of such Claim pursuant to the notice provisions of section 8.14; provided, however, the failure to give such notice will not relieve Contractor from its indemnification obligations. This obligation will survive termination or expiration of this Contract.

2.3.1. To the extent Section 56-7-1 NMSA applies, this indemnity will not extend to liability, claims, damages to property caused by or resulting from, in whole or in part, the negligence, act or omission of County.

3. **TERM AND TERMINATION.** This Agreement will be effective June 1, 2024 thru May 31, 2025. The County reserves the right to extend this contract, on an annual basis (or any portion thereof) automatically without notice, for up to three (3) additional years. Under no circumstances will the term of this contract, including any extensions thereto, exceed four (4) years. Terms governing Termination are set forth hereafter:

3.1. Grounds. The County may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the County's uncured, material breach of this Agreement.

3.2. Notice; County Opportunity to Cure.

3.2.1. Except as otherwise provided in sub-paragraph 3.1 of this Clause and the Appropriations Clause of this Agreement, the County shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

3.2.2 Contractor shall give County written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the County's material breaches of this Agreement upon which the termination is based, and (ii) state what the County must do to cure such

material breaches. Contractor's notice of termination shall only be effective (i) if the County does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the County does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3.2.3 Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the County; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

3.3 Liability. Except as otherwise expressly allowed or provided under this Agreement, the County's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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.
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.

4. CONTRACTOR MUST MEET OR EXCEED THE REQUIREMENTS BELOW

4.1. Contractor shall make sure that all services and products offered are adequately described.

4.2. Contractor must have the ability to work within the security, regulatory and internal policy requirement needs of various County facilities.

4.3. Contractor must be authorized to sell/resell the services and products being proposed. Contractor may be asked to provide certificates of authorization or verifications of such facts.

4.4. Contractor shall guarantee that the services and products offered will meet or exceed specifications identified in this Agreement.

4.5. Contractor must perform all work compliant with applicable industry standards and recommended practices.

5. EXISTING, NEW PRODUCTS, SERVICES, TECHNOLOGIES AND PRICE ADJUSTMENTS

5.1. Any and all Contractor's existing and new product and service additions, technological advancements or new technology within the scope of work and support to be provided, may be added under the terms and conditions of this agreement provided they meet the acceptability and financial objectives of County. Contractor must first inform County of such additions or changes for obsolete items at least 60 days prior or at the earliest time possible to any changes taking effect.

5.2. Contractor will be expected to maintain product, service and technological parity with its competitors to ensure County is offered state of the art products, services and technology. Failure to maintain such parity may be considered cause for removal of the specific named products or services or termination of contract.

5.3. New technologies are to be defined as a significant material or function change of an existing product/service line. All new innovative and revolutionary technologies need to be approved by County prior to any use. Pricing on new services and technology will be commensurate with the level of discount provided on existing services in the same category. The new services and prices will not be enforceable without an addendum to this agreement.

6. INDEPENDENT CONTRACTOR STATUS

6.1. **Independent Contractor.** It is expressly understood that Contractor is an independent contractor and not the agent, partner or employee of County. Contractor shall have complete charge and responsibility for persons employed by Contractor and engaged in the performance of the specified work. Neither Contractor nor any of its agents shall be treated as an employee of County for any purpose whatsoever. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement. Contractor further declares that it is engaged in the same or similar activities for other clients and that Eddy County is not Contractor's sole or only client or customer.

6.2. **Tax Withholding.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by County with respect to payments to or on behalf of Contractor, its agents or employees. Contractor shall withhold and pay any taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

7. MONTHLY PROGRESS REPORT, MEETINGS AND SCHEDULES

7.1. **Progress Reports.** The Contractor may be required to file with County a monthly or as needed progress reports and schedule(s) for the Project. One copy shall be forwarded to County in sufficient time to be received no later than the ten days immediately following the time frame covered by the report.

7.2. **Project Review Meetings.** If so requested by County, or if required as set forth in Attachment A, the Contractor shall meet as soon as possible after execution of this Agreement with County staff to discuss final details relative to commencement of and performance of this Project.

8. MISCELLANEOUS

8.1. **Acceptance and Rejection.** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if County is entitled to revoke acceptance of them, County may reject or revoke acceptance, require Contractor to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at County's option. Contractor shall reimburse County for all incidental and consequential cost related to unaccepted goods or services. Notwithstanding final acceptance and payment, Contractor shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

8.2. **Appropriations.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County or other sponsoring agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board or other

sponsoring agency, this Agreement will terminate upon delivery of written notice by Eddy County to Contractor. The decision of County as to whether sufficient appropriations are available will be accepted by Contractor and will be final.

8.3. Assignment. Contractor may not assign the rights or obligations under this Agreement without Eddy County's prior written approval.

8.4. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assignees.

8.5. Changes. This Agreement may be amended with the consent of both parties. Amendments may not change significantly the scope of the Agreement.

8.6. Certification. County Supplier Conflict of Interest and Debarment/Suspension Certification Form has been signed, as appropriate, and is included as part of this Agreement.

8.7. Cooperation and Dispute Resolution. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

8.8. Delays and Extension of Time. The Contractor agrees to execute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence or either the Contractor or the subcontractors or suppliers.

8.9. Entire Agreement. This Agreement, inclusive of the RFP 24-02 terms, conditions and requirements incorporated herein by reference, and the terms and conditions included in the purchase order are made part of this Agreement. This represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. All of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless embodied in this written Agreement.

8.10. Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors; provided however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of delay in the performance of this Agreement.

8.11. Governing Law. This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.

8.12. Inconsistencies. In the event there are any inconsistencies in any documentation, the terms of this agreement shall take precedence over any term identified on a PO or made during discussion, outside of the original agreement terms.

8.13. Nondiscrimination in Employment. The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability and post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance

of this clause.

8.14. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid. **Notices will be sent to the following addresses:**

"Contractor"	"County"
Intermountain Slurry Seal Inc.	Eddy County Finance Director
Ken Walschlager	Breanna Shields
701 E. Main St.	101 W Greene Street
Lewisville, TX 75057	Carlsbad, NM 88220

8.15. Press Releases. Neither the Contractor nor any member of the Contracting Team shall issue any press release to any publication, including newspapers, without first clearing the text with and receiving prior written approval from County's Project Coordinator.

8.16. Suspension of Work. The County Chief Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of County.

8.17. Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party or a breach by the other party, of any term, covenant, or condition hereof, shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

9. SEVERABILITY. All terms of this Agreement are severable such that if any provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

10. WORKPLACE SAFETY. Contractor will ensure that its staff and those of any

subcontractor will, when working on any site in connection with the Agreement, comply with all applicable environmental, occupational health and safety legislation and any other appropriate standards, policies and procedures of which County notified Contractor.

11. COMPLIANCE WITH FEDERAL AND STATE LAWS

11.1. Contractor certifies and agrees by this Agreement to comply and act in accordance with all applicable provisions of the federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the New Mexico Human Rights Act and all other applicable federal statutes and executive orders, New Mexico statutes and Eddy County ordinances relating to the enforcement of civil rights all as amended from time to time.

11.2. The New Mexico 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 bribes, gratuities and kickbacks.

11.3. Contract Utilization by Other Agencies: In accordance with **13-1-129 NMSA,** Contractors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract with the awarded Contractor for services outlined if applicable contractual engagements accomplished under this provision shall be solely between the awarded contractors and the contracting entity with no obligations by the Board of Commissioners of Eddy County.

The Remainder of This Page is Intentionally Left Blank with the Signature Page to Follow.

BY SIGNING BELOW, THE CONTRACTOR CERTIFIES THAT HE/SHE IS AUTHORIZED TO OBLIGATE HER/HIS FIRM TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

"CONTRACTOR"

Intermountain Slurry Seal Inc.

By: _____

Print Name: KEN WALSCHLAGER

Title: AREA MANAGER

"COUNTY"

EDDY COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Print Name: James (Bo) Bowen

Title: Commission Chairman

Date: May 21, 2024

Attest:

Cara Cooke

Cara Cooke, County Clerk

COUNTY COMMISSION
OFFICIAL SEAL
EDDY COUNTY NEW MEXICO

EDDY COUNTY
STATE OF NEW MEXICO

REQUEST FOR PROPOSALS

RFP 24-02

EMULSIFIED SEALING SERVICES FOR THE COUNTY OF EDDY & PARTNERING COUNTIES

EDDY COUNTY
101 W. GREENE STREET
CARLSBAD, NEW MEXICO 88220

Issued: February 8, 2024

Proposal Due: March 15th, 2024 by 2:00 p.m.

EDDY COUNTY REQUEST FOR PROPOSALS
RFP 24-02
EMULSIFIED SEALING SERVICES FOR PARTNERING COUNTIES

The Board of Eddy County Commissioners is requesting qualification-based competitive sealed proposals for Emulsified Sealing Services for the County of Eddy, and participating partnering Counties (Eddy, Chavez, Lincoln, Roosevelt, Curry, Otero, De Baca) to meet the broad range of road maintenance sealing needs for the County. Proposals will be accepted until 2:00 P.M. Mountain Time, March 15th, 2024 via the Eddy County Procurement Portal. Proposals that are received will be reviewed by an evaluation committee that will provide a recommendation for award to the Board of County Commissioners based on the highest-ranking offer in regard to specific criteria outlined in this Request for Proposals. Eddy County reserves the right to accept or reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any technicalities or informalities in solicitation process and to accept the proposal which, in its judgment, is most advantageous to the County.

IMPORTANT:

DEADLINE TO SUBMIT PROPOSALS: MARCH 15th, 2024 AT 2:00 PM
SUBMISSIONS MUST BE MADE VIA THE EDDY COUNTY PROCUREMENT PORTAL.

ELECTRONIC PROCUREMENT PORTAL

Eddy County has partnered with Bonfire Interactive and all Bid/RFP submissions will be done digitally effective 10/01/2017. This is an effort to streamline the procurement process and make doing business with your company smoother and more efficient. The Procurement Portal can be accessed at Eddy County Procurement Portal. All vendors will need to register with the Procurement Portal initially to log in and submit requested information. We encourage you to link your relevant commodity codes to your profile so, if you choose, opportunities will be sent directly to you when the solicitation matches your codes. Information about registering can be found at Vendor Registration Help. If you have any questions you may contact the Eddy County Procurement Manager. Both the Eddy County Procurement Portal and the Vendor Registration Help can be accessed via the links above or at:

https://coeddynm.bonfirehub.com/portal/?tab=openOpportunities

https://vendorsupport.gobonfire.com/hc/en-us

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A PROPOSAL, CONTACT THE PROCUREMENT MANAGER IMMEDIATELY FOR CLARIFICATION AND/OR CONSIDERATION OF AN ADDENDUM.

EDDY COUNTY
REQUEST FOR PROPOSALS RFP 24-02
EMULSIFIED SEALING SERVICES FOR THE COUNTY OF EDDY

PROCUREMENT MANAGER

Dorella Fannin is the Eddy County Procurement Manager. The Procurement Manager is responsible for all matters regarding this procurement. Any inquiries or requests should be submitted to the Procurement Manager **in writing**. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County

Procurement Manager: Dorella Fannin
Phone: 575-887-9511 Ext. 2526
E-mail: dfannin@co.eddy.nm.us

SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule though Board of County Commission (BOCC) meetings are subject to change under short notice at times:

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager	02/08/2024
2. Questions submission	Offerors	02/29/2024 4:00 PM
Answers to questions posted	Procurement Manager	03/07/2024
4. Submission of Sealed Proposals	Offerors	03/15/2024 2:00PM
5. Evaluation	Evaluation Committee	03/18/2024-03/25/2024
6. BOCC Approval/Award	BOCC*	04/02/2024
7. Protest Deadline	Offerors	15 DAYS AFTER AWARD

*Award is subject to approval of the Board of County Commissioners and per the schedule of their meetings which is subject to change.

EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown above.

1. Issue RFP
   This Request for Proposals is being issued by the Eddy County Procurement Manger on behalf of the County of Eddy.

2. **QUESTIONS SUBMISSION**
   All questions pertaining this RFP will need to be submitted via the procurement portal or in writing via email to Dorella Fannin, Procurement Manager at dfannin@co.eddy.nm.us. Responses to all questions submitted prior to the February 29, 2024 deadline specified above will be answered via Procurement Portal by March 7, 2024.

3. **SUBMISSION OF SEALED PROPOSALS**
   SEALED PROPOSALS WILL BE SUBMITTED VIA THE Eddy County Procurement Portal NO LATER THAN 2:00 PM MST, March 15th, 2024. THE PROCUREMENT PORTAL WILL CLOSE AT

THAT TIME AND NO OTHER PROPOSALS WILL BE ACCEPTED OR CONSIDERED AFTER THIS DEADLINE FOR ANY REASON.

4. Evaluation
All proposals submitted timely by responsible offerors will be opened and evaluated by a committee.

Eddy County reserves the right to waive any or all informalities or technicalities and to select the respondent deemed most advantageous to Eddy County, per Review Committee's recommendation.

5. BOCC Approval/Award
All Requests for Proposal will be approved by the Eddy County Board of County Commissioners at an open, public meeting. The date of this RFP's meeting is listed above. This date is subject to change at the discretion of the County or the Board of County Commissioners.

6. Protest Deadline
Any protest by an offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Eddy County Procurement Policy. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested. The protest must be delivered to:

Eddy County
Attn. Dorella Fannin, Procurement Manager
101 W. Greene
Carlsbad, New Mexico 88220

GENERAL CONDITIONS

1. The Board of Eddy County Commissioners reserves the right to reject any and all proposals, to waive informality, technical defect, or clerical error in any proposal and to accept the proposal which in its judgment is most suitable and advantageous to the County.

2. Payment Terms**:** A Purchase Order will be issued, and payment shall be made net 30 days from invoice date after receipt of goods/services unless otherwise specified on proposal form or as otherwise agreed by both parties. All invoices shall be submitted directly to the Eddy County Finance Department at 101 W. Greene Street, Carlsbad, New Mexico 88220.

3. Equivalency: The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the offeror proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the County. Offerors shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this request for proposals. ***This sheet shall be labeled "Exception(s) to Specifications" and shall be included with proposal***.

   If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Procurement Manager or designee prior to the proposal opening. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Procurement Manager or designee. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provisions of this proposal except as authorized by the Procurement Manager. The County is not responsible for any errors or omissions contained in the offeror's proposal.

4. The terms and conditions outlined in the Request for Proposals, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions. Eddy County may consider options other than requested. Please note alternative options separately so that they are easily identifiable.

5. All information contained in the proposal response must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of the RFP will become public record upon award, and may become a part of any contract approved as a result of this solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the NM State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.

6. **Any pages marked "PROPOSAL FORM" included in this request for proposals packet shall be completed and *submitted as part of the proposal.***

7. Addenda: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Eddy County Procurement Manager in the form of written addenda. The offeror shall acknowledge each addendum on the Information Form contained in this RFP packet. Verbal responses and/or representation is not acceptable.

8. The successful offeror expressly agrees to defend, indemnify and save harmless the County and its officer, agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, person(s), or property arising out of the provision of goods or services pursuant to the RFP, or by reason of any act or omission, neglect or misconduct of the offeror, the agents, employees or subcontractors of the offeror or the agents or employees of any subcontractor of the offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

9. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In additions, the New Mexico Criminal Statutes imposes felony penalties for illegal bribes, gratuities and kickbacks.

10. Procedure: Proposals will be reviewed by a Selection Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal may be requested to participate in discussions or interviews regarding their proposals. Discussion may cover cost, methods of delivery, and other relevant factors. Offerors will be ranked on the basis of selection criteria and/or information presented during discussions/interview(s). A recommendation will be taken before the Eddy County Commissioners for award. Once awarded, negotiations will be conducted with the successful offeror. If a satisfactory agreement can be reached, the contract shall be awarded to the offeror. Otherwise, negotiations will either be conducted with each subsequent offeror until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Eddy County.

11. Method of award: Award will be made to the offeror(s) whose proposal is determined to be most professionally and technically complete and responsive. The selection process may include a request for additional information or an oral presentation to support the written proposals.

GENERAL CONDITIONS CONTINUED:

12. The County reserves the right to award this contract not necessarily to the offeror(s) with the lowest price, but that demonstrates the best ability to fulfill the requirements of the request for proposals.

13. The successful offeror(s) shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from Eddy County. The successful offeror will perform all services indicated in the proposal in compliance with the negotiated contract.

14. Successful offeror(s) must, in performance of work on this contract, agree to fully comply with all applicable federal, state and local laws, rules and regulations.

15. At 2:00pm MST on March 15, 2024 the Eddy County Procurement Portal will close and no other submissions will be allowed.

16. Proposals that do not meet the requirements set forth may be considered non-responsive.

17. All proposals submitted shall be binding upon the respondent for sixty (60) calendar days of the proposal submission date.

18. The County reserves the right to negotiate any and all elements of this RFP.

19. Price(s) shown (if applicable) in the proposal shall be exclusive of any applicable gross receipts tax; however, applicable gross receipts tax shall be shown as a separate amount on each billing made under the contract.

20. All practices, materials, supplies and equipment shall comply with the Federal Occupations Safety and Health Act, as well as any pertinent Federal, State and/or Local codes, laws and regulations.

21. Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resulting agreement, its rights, title, or interest therein, or its power to execute such agreement to any other person, company or corporation without the previous written approval of the County.

22. The County, or any of its agencies, reserves the right to refuse to hold harmless or indemnify any respondent for any liability whatsoever.

23. Non-collusion: Vendors, by submitting a signed proposal or proposal, certify that the accompanying proposal or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

24. Non-discrimination: Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, sexual preference, gender identity, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a proposal, vendor agrees to comply with this paragraph.

GENERAL CONDITIONS CONTINUED:

25. Eddy County reserves the right to reject any proposals from any offeror who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from an offeror who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the County.

26. If a vendor to whom a contract is awarded refuses to accept the award or, fails to deliver in accordance with the contract terms and conditions, Eddy County may, in its discretion, suspend the contractor for a period of time from entering into any contracts with Eddy County.

27. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposals, or subsequent contract or purchase order, must be brought in the Fifth Judicial District in and for Eddy County, State of New Mexico, and each party shall pay its own costs and attorney fees.

28. Award of this proposal is contingent upon available funding. This solicitation may be awarded in whole, part or none, whichever is deemed in the best interest of Eddy County.

29. Certificates of Insurance – The County shall be named as an additional insured on all required policies. In addition, all policies shall include cross liability provisions. Workers' Compensation coverage shall include a waiver of subrogation in favor of the County. The successful offeror shall provide the County with all certificates of insurance upon receipt of written notification of award and prior to the execution of any contract documents.

30. It is the responsibility of the offeror to ensure that any addenda issued for this Request for Proposals have been received prior to submitting a proposal. The County guarantees that addenda will be made available for this solicitation. The County will not accept responsibility for addenda not being obtained, and will not guarantee that addenda will be forwarded or available if the original RFP packet was not obtained as directed.

31. This proposal is available for use by all Eddy County departments and other agencies, as provided for by law, at the discretion of the contracted vendor(s). Any contract awarded under this RFP will be made available for use by all Eddy County departments and other agencies, as provided for by law, at the discretion of the contracted vendor(s). Any order issued by an agency other than Eddy County will be subject to the same terms and conditions as the awarded contract referenced, but will be solely between the ordering agency and the Contractor, with no obligation or liability on behalf of Eddy County. It is anticipated that multiple agencies will utilize this contract to place orders, however no quantity or participation by other agencies is guaranteed.

32. Awards made from this proposal, not from Eddy County, will be at the sole discretion and direction of the agency requesting the services herein, awards will also be subject to that agency individual policies and procedures.

INSTRUCTIONS TO OFFERORS

DEFINITIONS AND TERMS

Addendum: a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.

Consultant: means the Successful Offeror awarded the Agreement/Contract.

Determination: means the written documentation of a decision of the Chief Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§12-1-52 NMSA 1978).

Offeror: any person, corporation, or partnership legally licensed to provide design professional services in this state, who chooses to submit a proposal in response to this Request for Proposals.

Procurement Manager: means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.

Request for Proposals: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (13-1-81 NMSA 1978).

Responsible Offeror or Proposer: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and date to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (§ 13-1-83 NMSA 1978).

Responsive Offer or Proposal: means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements. (§ 13-1-85 NMSA 1978).

The terms must, shall, will, is required, or are required, identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the offeror's proposal.

The terms can, may, should, preferably, or prefers identify a desirable or discretionary item or factor.

REQUEST FOR PROPOSAL DOCUMENTS

1. Copies of Request for Proposals

   A. A complete set of the Request for Proposals may be obtained from the Contracting Agency (unless another issuing office is designated in the RFP).

   B. A complete set of the Request for Proposals shall be referred to when preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.

   C. The Contracting Agency, in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.

INSTRUCTIONS TO OFFERORS CONTINUED:

2. Interpretations

A. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Manager in writing. Replies will be issued by addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error which they may discover upon examination of the Request for Proposals.

3. Addenda

A. Addenda will be posted electronically via the Eddy County Procurement Portal.

B. Copies of Addenda will be made available for inspection wherever Request for Proposals are on file for that purpose.

C. No Addenda will be issued later than 2 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.

D. Each offeror shall ascertain, prior to submitting the Proposal, that the offeror has received all Addenda issued, and shall acknowledge their receipt on the Proposal Form included in the packet.

PROPOSAL SUBMITTAL PROCEDURES

1 Number, Form and Style of Proposals

A. **Important: Offerors shall upload one (1) submission to the** Eddy County Procurement Portal**.** All items should be uploaded in the location marked **"PROPOSAL"**. The Fee Proposal (specified under criteria) shall be uploaded in a separate file marked **"FEE PROPOSAL".** THE PROCUREMENT PORTAL WILL LOCK OUT ANY SUBMISSIONS PAST THE SUBMISSION DATE AND TIME. **PROPOSALS SUBMITTED IN ANY OTHER MANNER WILL NOT BE CONSIDERED.**

The Online Procurement Portal will date and time stamp the submissions. Any submissions that are submitted prior to the deadline will remain sealed until after the submission deadline. If an error is detected prior to the deadline, submissions can be withdrawn, corrected, and resubmitted.

It is strongly suggested that your submission is not held up until the deadline. Technical difficulties by an offeror will not be an acceptable reason for the deadline to be extended. If an offeror has technical difficulties, the procurement manager may be contacted prior to the submission deadline to help with any difficulties..

B. Ability to follow instructions and formatting is of the utmost importance to Eddy County. This

attention to detail shows the evaluation team your level of commitment to this RFP and your work as an organization. Proposals not following format may be deemed non-responsive and rejected on that basis. The preferred method of submission is in a .pdf file with the sections in the order listed below:

1. Cover letter/letter of transmittal
2. Written response to each of the Evaluation Criteria set forth in this RFP, in the order listed
3. Any additional pertinent information
4. Any documentation required in the Specific Conditions and Instructions to Offerors portions of this RFP not otherwise previously provided
5. All proposal forms contained in this RFP

The "Fee Proposal" (if applicable) will be submitted in a separate section and should not be included with the proposal

C. Any proposal that does not adhere to this format, and which does not address each specification, requirement and criteria within the RFP may be deemed non-responsive and rejected on that basis.

D. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.

E. Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or materials submitted in response to this RFP shall be borne solely by the Offeror.

2. Subconsultants

A. The Offeror shall list and state the qualifications for each Subconsultant the Offeror proposes to use for all subcontracted work, if any.

B. The Offeror is specifically advised that any person or other party to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including but not limited to suspension or debarment by the Contracting Agency.

3. Notice of Contract Requirement Binding on Offeror

A. In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are part of these Request for Proposals.

B. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

4. Rejection or Cancellation of Proposals

INSTRUCTIONS TO OFFERORS CONTINUED:

A. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, which it is in the best interest of the Contracting Agency. A determination containing the reasons therefor shall be made part of the project file (§ 13-1-131-NMSA 1978).

CONSIDERATION OF PROPOSALS

1. Receipt, Opening and Recording

A. Proposals received on time will be opened privately. There will be no public opening. The contents of all proposals will be held confidential and will not become public record until after award is made and a contract is finalized.

B. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§ 13-1-120 NMSA 1978). The contents of any proposals shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-132 NMSA 1978).

2. Proposal Evaluation

A. Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:

1) acceptable,
2) potentially acceptable, that is, reasonably assured of being made acceptable, or
3) unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).

B. The Contracting Agency shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which do not alter the quality or quantity of the services (§ 13-1-132 NMSA 1978).

C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Chief Procurement Officer. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses which have not been selected shall be so notified in writing within twenty-one days after an award is made (§ 13-1-120 NMSA 1978).

D. Selection Process: (§13-1-120 NMSA 1978)

1) The evaluation of proposals will be performed by an evaluation committee composed of representatives selected by the Contracting Agency. The committee shall evaluate statements of qualifications and performance data submitted in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.

2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may:

a) rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or
b) recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

3. Negotiations (§13-1-122 NMSA 1978)

A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP a compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.

C. The designee shall then undertake negotiations with the third most qualified business.

D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional business shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

E. The Contracting Agency may publicly announce the business selected for award.

4. Notice of Award

After award by the local governing body, a written notice of award will be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

POST-PROPOSAL INFORMATION

1. Protests

   A. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Eddy County Chief Procurement Officer in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

   B. In the event of a timely protest under this section, the Chief Procurement Officer (CPO) and the Contracting Agency shall not proceed further with the procurement unless the CPO makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§13-1-173 NMSA 1978).

   C. The Chief Procurement Officer or their designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).

   D. The Chief Procurement Officer or their designee will promptly issue a determination relating to the protest. The determination shall:
      1) state the reasons for the action taken; and
      2) inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.

   E. A copy of the determination issued under §13-1-175 NMSA 1978 will immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

2. Execution and Approval of Agreement

   The Agreement shall be signed by the Successful Offeror and returned within an agreed upon time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

3. Notice to Proceed

   The Contracting Agency may issue a written Notice to Proceed to the Consultant.

4. Offeror's Qualification Statement

   Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§13-1-82 NMSA 1978).

GENERAL INFORMATION & INSTRUCTIONS

1. Purpose

Eddy County, New Mexico, is seeking proposals from qualified firms and vendors to obtain Emulsified Sealing Services, on an "as-needed," for the County of Eddy to meet the broad range of road maintenance and construction needs of the County. All work performed regarding Road Construction, Road Maintenance, Road Rehabilitation, or any other applicable services requested pursuant to this RFP will be under the direction of the Procurement Manager, Department Head, and/or County Manager with input from the Board of County Commissioners of the specific agency requesting the services.

Any contract awarded under this RFP will be made available for use by all Eddy County departments and other agencies, as provided for by law, at the discretion of the contracted vendor(s). Any order issued by an agency other than Eddy County will be subject to the same terms and conditions as the awarded contract referenced, but will be solely between the ordering agency and the Contractor, with no obligation or liability on behalf of Eddy County. It is anticipated that multiple agencies will utilize this contract to place orders, however no quantity or participation by other agencies is guaranteed.

As per the Procurement Code, 13-1-129, NMSA 1978 as amended, Vendor hereby agrees to allow other County (Government) entities to procure services provided for in this RFP under this existing contract for the specified services. As such other New Mexico government entities other than the contracting Eddy County can utilize this RFP services that this contract allows without complying with certain procurement requirements, as allowed by New Mexico Procurement Code.

The scope of work for this solicitation may include the following individually or in conjunction of, but not limited to, Eddy County Personnel or those designated by Eddy County Personnel:

Emulsified Sealing Services:

1) Fog Seal
2) Scrubb Seal
3) Micro-Seal Surfacing
4) Crack Seal
5) Cape Seal

** The intent for this proposal for emulsified services is for experienced qualified local vendor to provide the preparation, delivery, and application of complete in place products, to be measured and accounted for by an accepted industry standard unit of measurement, to be identified, accepted, and directed by the requesting agency.*

RFP REQUIREMENTS

PROPOSAL RESPONSE FORMAT AND ORGANIZATION

A. Proposal

1. By the date and time of Submission of Proposals, Offeror shall submit one (1) copy of their proposal via the Online Procurement Portal, each to include the following documents:
   ___Section 1 Letter of Submittal
   ___Section 2 Contractor Statement of Qualifications and Attachments
   ___Section 3 Past Performance / Familiarity with Southeast New Mexico
   ___Section 4 Management Plan / Quality Control / Quality Assurance
   ___Section 5 Responsiveness / Current Work Load
   ___Section 6 Available Services / Unit Cost

2. Detailed Requirements for Proposal

   a) Proposal Format
   Preferred submission format for the proposal will be one (1) pdf document with the above tabs bookmarked. Other formats will be accepted and the preferred method does not have a bearing on the results of this solicitation.

   Proposals shall not exceed 30 pages total for all of the tabbed sections listed below. Each sheet face that is printed with text or graphics counts as one page. Section Dividers do not count as pages provided the only text or graphics on the dividers are the tab numbers and section titles:

   SECTION 1 – Letter of Submittal
   SECTION 2 – Contractor's Statement of Qualifications & Attachments
   SECTION 3 – Past Performance / Familiarity with Area
   SECTION 4 – Management / Quality Control-Quality Assurance Plan
   SECTION 5 – Responsiveness / Current Work Load
   SECTION 6 – Available Services / Unit Cost

Any response that exceeds the referenced page limitation shall BE DEEMED NON-RESPONSIVE AND THE PROPOSAL WILL NOT BE EVALUATED. If there are any questions regarding format requirements, please contact Dorella Fannin, Procurement Manager, prior to submission of Documents.

SECTION 1 - LETTER OF SUBMITTAL

Each proposal must be accompanied by a submittal letter. Any submittal letter that omits any of the following information may be deemed 'non-responsive'. The submittal letter shall include acknowledgment and, where appropriate, certification of the following:

1. Identify the name(s), title(s), telephone number(s), fax number(s) and e-mail address(es) of the person or persons who have authority to contractually obligate the Offeror for the purpose of this RFP and who has sufficient knowledge to fully address all matters and respond to all inquiries included in the RFP submittal. The Letter of Submittal shall be signed by one of the persons so identified.
2. If a joint proposal is being submitted, identify the firms, and disclose the percentage of the work/services to be executed by each firm. NM preference will not be considered for this solicitation to allow for federal funding to be utilized if applicable, pursuant to 13-1-21 J. NMSA, 1978.
3. Acknowledge acceptance of all conditions that govern the procurement. Acknowledge that the information provided in the proposal is truthful, accurate and complete, and that the firm is bound by all information, data, certifications, disclosures and attachments submitted.
4. Acknowledge that, the omission of any material fact concerning requested information, or the submission of any material false or misleading statement, or misrepresentation of a material fact concerning any requested or submitted information, may lead to the disqualification of the proposal as 'non-responsive'.
5. Acknowledge that the Owner has a right to obtain relevant information from other sources (references) to determine that the Offeror is 'responsible'.
6. Acknowledge that if awarded the contract, the RFP documents, and all terms and conditions stated therein, and all information, data, certifications, disclosures and addendum shall be incorporated as part of the Contract.
7. Acknowledge the receipt of all addenda to this RFP and list them by number.
8. Provide certification and/or documentation that the firm possesses the necessary equipment, financial resources, technical resources, management, professional and craft personnel resources and other required capabilities to successfully perform the contract, or will achieve same through its prelisted subcontractors.

SECTION 2 – CONTRACTOR STATEMENT OF QUALIFICATIONS & ATTACHMENTS

Completely fill out the attached General Contractor Statement of Qualifications form and its associated attachments, providing all requested information.

SECTION 3 – PAST PERFORMANCE / FAMILIARITY WITH AREA

Provide the following information through written narrative and documentation:

a. Past performance summary and past capability to meet schedules, budgets, and project requirements for comparable Government projects, specifically in Southeast New Mexico. Provide five (5) examples of prior projects in Southeast New Mexico Counties (Eddy, Lea, Chavez, Roosevelt, Curry, Lincoln, Otero, & De Baca). The documentation shall include:
    1. Was the project completed early? If yes, how was that accomplished?
    2. Was the project completed late? If yes, how many days and why?

3. Were you or your subcontractors called back to the job for any reason during the warranty period? After the warranty period?
4. Were there any outstanding issues remaining after the warranty inspection?
5. Did your firm refuse to do additional work requested by the owner? If yes, why?

b. Evidence of past performance quality and overall customer satisfaction.
c. Record of compliance with applicable laws and regulations on past projects.
d. Past record of achievement of health and safety targets.
e. Control of Cost
f. List of references
g. Evidence of local (within New Mexico) staffed office.

Offers are cautioned that the Evaluation Committee will use data provided by teaming partners as well as data obtained from other sources in the evaluation of past performance.

SECTION 4 – MANAGEMENT / QUALITY CONTROL-QUALITY ASSURANCE PLAN

Provide the following information:

a. Management Team: provide an organization chart of the Management Team, and relative experience of team.
b. Describe the technical approach to project that is intended to ensure that tasks are executed within cost, schedule, and quality goals.
c. Quality Control plan and specifications for offered services.
d. Quality Assurance plan and specifications for offered services
e. Safety plan and safety history for past 2 years.

SECTION 5 – RESPONSIVENESS / CURRENT WORK LOAD

Provide the following information:

a. Approach to responding to requests for services from Entity.
b. Typical lead time for relevant offered services, include seasonal constraints and planning considerations taken into account by your company.
c. Has your company in the past 5 years been not able to schedule and provide any requested services?
d. Provide schedule of projects, include client, provided in the past 12 months.
e. Do you currently have work scheduled for the upcoming 6 months? Provide tentative schedule, including clients.

SECTION 6 – AVAILBE SERVICES / UNIT COST

Provide the following information:

a. Schedule of Offered Services relevant to this proposal.
b. Associated Unit Measurement & Cost for Offered Services.

IMPORTANT NOTE ON THE PROPOSAL'S CONTENTS:

Regarding the apparent duplication of required information between certain Attachments of the Contractor's Statement of Qualifications and the other sections of the Proposal:

The intention of Sections 4, 5, and 6 of the Proposal is to provide a place for the proposer to make a concise presentation of the strengths of the proposed team in the exact categories that the committee

will be scoring, unencumbered by the format of the Statement of Qualifications Forms. If the proposer so chooses, other sections of the Proposal may be referenced within these Tabs, without wholly duplicating that information. Also, information presented elsewhere may be summarized or condensed within these Tab sections to make the proposer's presentation more clear.

ASSUMPTIONS / CONSTRAINTS PREFERENCES

Eddy County will not consider proposals which appear to offer less than what is requested in the request for proposal.

EVALUATION CRITERIA

A maximum total of 1000 points are possible in scoring each proposal for the evaluation. The Evaluation Committee will evaluate the proposals and may conduct interviews with Offerors.

The Proposal shall consist of 1000 points total.

The evaluation criteria to be used by the Evaluation Committee for the proposal shortlist and the corresponding point values for each criterion are as follows:

PROPOSAL	
Qualifications	100 points
Past Performance	350 points
Management Plan	200 points
Responsiveness	200 points
Unit Cost	150 points
Subtotal of Technical Proposal	**1000 points**

Eddy County reserve the right to award multiple Proposers, based on the highest ranked Proposers in accordance with the Request for Proposals. Eddy County reserves the right to reject any and all proposals, to waive technical irregularities, and to award the contracts to the Proposers whose Proposal deems to be in the best interest for Eddy County, and participating partners.

CONTRACT ISSUES

The offeror shall also be bound by the following terms and conditions.

1. INDEPENDENT CONTRACTOR
The CONTRACTOR acknowledges that it is an independent contractor and not an employee of the COUNTY for the purposes of various State of New Mexico and Federal statutes and/or regulations, including, but not limited to, application of the Fair Labor Standards Act, Federal Insurance Contribution Act, Federal Social Security Act, Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, New Mexico Revenues and Tax laws, New Mexico Worker's Compensation law, and the New Mexico Unemployment Insurance laws.

2. OWNERSHIP OF DOCUMENTS
All documents produced and submitted as a WORK PRODUCT by the CONTRACTOR under this AGREEMENT shall become the property of the COUNTY and may not be used by the CONTRACTOR without the COUNTY's written consent. The COUNTY shall only use such documents for current or future needs of the COUNTY.

2. EXTENT OF AGREEMENT
The AGREEMENT DOCUMENTS represent the entire and integrated AGREEMENT between the COUNTY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral; however, the proposal by the CONTRACTOR shall be fully incorporated as if it were shown here. The AGREEMENT may be amended only by written instrument signed by both the COUNTY and CONTRACTOR. Any monies to be paid by the COUNTY other than in the current fiscal year are subject to annual appropriation. The provisions of the AGREEMENT shall extend to and be binding upon the respective parties hereto, their successors and assigns.

3. ASSIGNMENT OR TRANSFER OF CONTRACT
The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this contract, or its rights, title or interest (in or to the same) without previous written consent of the COUNTY.

4. INDEMNIFICATION AND CLAIMS
The CONTRACTOR shall, to the fullest extent provided by law, indemnify and hold harmless the COUNTY, its officers, directors, and employees against claims, damages, liabilities, or costs, including reasonable attorney's fees arising out of the negligent acts or errors and/omissions by the COUNTY or its subcontractors in the performance of its duties under this AGREEMENT.

5. COMPLIANCE WITH LABOR LAWS
CONTRACTOR agrees to comply with all existing State and Federal Labor Laws, including Equal Employment Opportunity Commission (EEOC), in the performance of the work and further agrees to insert this provision in all subcontracts hereunder.

6. DURATION OF CONTRACT
The contract awarded as a result of this solicitation shall remain in effect for one year, beginning April 2, 2024 and ending April 1, 2025 with option to renew automatically each year for a total of four years unless revoked by approved Eddy County Personnel.

7. VENUE AND LAW
Venue for any and all legal actions regarding the transaction covered herein shall lay in the District Court, in the County of Eddy, State of New Mexico, and this transaction shall be governed by the laws of the State of New Mexico.

8. CANCELLATION OF AGREEMENT
Either party may cancel this AGREEMENT **upon ten (10) days written notice to the other party.** Upon termination the COUNTY shall pay the CONTRACTOR for all submitted WORK PRODUCTS, subject to quality assurance review by the COUNTY.

9. COUNTY FURNISHED INFORMATION
The COUNTY shall not hold the CONTRACTOR responsible for any errors or omissions in materials and documents provide by the COUNTY related to performance of this AGREEMENT.

10. LAW PERMITS AND LICENSES
The CONTRACTOR agrees to abide by all applicable laws, regulations and administrative rulings of the United States, the State of New Mexico, the County of Eddy, and to obtain all necessary licenses and permits in connection with implementing the AGREEMENT.

11. NOTICES AND REPRESENTATIVES
All notices required by this AGREEMENT shall be submitted in writing to the offices or parties and addresses indicated below.

COUNTY'S REPRESENTATIVE:
Dorella Fannin
Procurement Manager
Eddy County
101 West Greene Street
Carlsbad, NM 88220

CONTRACTOR'S REPRESENTATIVE
Position Title
Company Name
Street Address
City, State, ZIP Code

LIMITATIONS

1. FORMAT REQUIREMENTS
Organize your responses based on the RFP Requirements in Section 2.0. Failure to comply may void your proposal.

2. LIMITATION OF LIABILITY
Neither the COUNTY nor any of its employees or elected officials shall bear any responsibilities or liability for any costs, debts, obligations, or losses sustained or incurred by any firm or business as a result of their effort or attempt to respond to the RFP.

3. CONTRACT ADDENDUM
Your proposal, in its entirety, will be considered to be an addendum to the contract.

4. MATERIALS

All materials received with your response will be returned at the discretion of the COUNTY. Please send only those materials required to evaluate your services. Data submitted through the solicitation process becomes available for public scrutiny as a matter of public record; therefore, the COUNTY cannot assure confidentiality of any documents submitted.

5. CLARIFICATION

Proposers are required to explain and clarify any and all conditions imposed on or included in their responses to the RFP. Proposers further understand and agree that they have an affirmative duty to inquire about and clarify any RFP item that they do not fully understand or reasonably believe may be susceptible to more than one interpretation.

6. AWARD

The Board of County Commissioners may, at its sole discretion, choose not to make an award for this Request for Proposal

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P R O P O S A L F O R M

EDDY COUNTY
RFP 24-02 – EMULSIFIED SEALING SERVICES FOR THE COUNTY OF EDDY

This page and all others marked "Proposal Form" shall be completed and submitted with proposal.

VENDOR CERTIFICATION INFORMATION

By signing this page and submitting a proposal, offeror hereby agrees that they have read and understand all terms, conditions and requirements set forth in this RFP.

_____
Signature

_____
Printed Name & Title

_____
Firm Name

_____
Mailing Address

_____
City/State/Zip

_____
Phone/Fax Number(s)

_____
E-mail Address (If applicable)

Addenda acknowledgement (if applicable):

Addendum No. _____; Date _____; Initials _____
Addendum No. _____; Date _____; Initials _____
Addendum No. _____; Date _____; Initials _____

Statement of Non-Discrimination: _____ does not discriminate
Company
on the basis of color, national origin, sex, religion, age or disabled status in employment of the provision of services.

_____ _____
Signature Date

P R O P O S A L F O R M

EDDY COUNTY
RFP 24-02 – EMULSIFED SEALING SERVICES FOR THE COUNTY OF EDDY

NON-COLLUSIVE OFFER CERTIFICATION

By submission of a proposal, each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint offer each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices and terms in this offer have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating the proposal with any other offeror or with any competitor;

(2) Unless otherwise required by law, the terms and prices which have been offered in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to award, directly or indirectly, to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. I, hereby affirm under the penalties of perjury that the foregoing statement is true.

_____ _____

Signature Date

_____

Printed Name and Title

P R O P O S A L F O R M

EDDY COUNTY
RFP 24-02 – EMULSIFIED SEALING SERVIES FOR THE COUNTY OF EDDY

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250.00) over the two (2) year period.

ANY PROSPECTIVE CONTRACTOR MUST FILE THIS FORM WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESTNTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or un-reimbursed travel or other personal expensed of an individual who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any Agreement for the procurement of items of tangible personal property, services, professional services or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract to the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

P R O P O S A L F O R M

EDDY COUNTY
RFP 24-02 – EMULSIFIED SEALING SERVICES FOR THE COUNTY OF EDDY

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer of director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s): (must list the names of all current elected officials which will either be involved with award of a contract {i.e. commissioners} and any elected officials who will either serve on the evaluation committee, be involved in award of a contract or who will be approving payments under any awarded contract

DISCLOSURE OF CONTRIBUTIONS:

Contribution made by:_____ Relation to Prospective Contractor:_____

Name of Applicable Public Official:_____ Date contribution(s) Made:_____

Amount(s) of Contributions:_____

Nature of Contributions(s):_____ Purpose of Contributions(s):_____

_____

Signature, Title, Date

1. --OR--

NO CONTRIBUTION(S) IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250.00) WERE MADE to an applicable public official by me, a family member or representative.

_____

Signature, Title, Date

P R O P O S A L F O R M

EDDY COUNTY
RFP 24-02 – EMULSIFIED SEALING SERVICES FOR THE COUNTY OF EDDY

CONFLICT OF INTEREST DISCLOSURE STATEMENT

1. Are you or is any member of your immediate family* an employee of Eddy County or elected or appointed to a committee, board, subcommittee, or council under the direction of Eddy County?
____Yes ____ No

   If Yes, please list the name(s) of the employee or member:

2. Do you have any other business or personal relationships, not covered in your answer to Questions 1 above that could appear to be a conflict of interest?
____Yes ____ No

   If Yes, please provide details:

3. Does your firm have a formal, written policy regarding employee conduct?

   ____Yes ____ No

Signature: _____ Date: _____

Printed Name: _____

Address: _____

Phone/Contact Number: _____

P R O P O S A L F O R M

EDDY COUNTY
RFP 24-02 – EMULSIFED SEALING SERVICES FOR THE COUNTY OF EDDY

4

PLEASE INCLUDE A CURRENT, COMPLETED AND SIGNED IRS FORM W-9 FOR YOUR COMPANY IN THE PROPOSAL HERE (REPLACES THIS SHEET).

STATE OF NEW MEXICO
COUNTY OF EDDY

AGREEMENT A-24-50
RFP 24-02 Emulsified Sealing Services

THIS AGREEMENT ("Agreement") is made by and between Eddy County, hereinafter referred to as the "County" and **Desert West Enterprises, LLC,** hereinafter referred to as the "Contractor", and collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq*. the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and has represented and warranted that Contractor is professionally qualified to render the contractor services required by the County and possess any licenses and/or certificates required under state or federal law to perform the services required under this Agreement; and

WHEREAS, the County has selected the Contractor as an offeror advantageous to Eddy County; and

WHEREAS, all terms and conditions of the RFP 24-02 and the Contractor's response to such document(s) are incorporated herein by reference;

NOW, THEREFORE, County and the Contractor further agree as follows:

1. SERVICES.

1.1. The Services. The Contractor shall perform those services (the "Services") described in the "Purpose" outlined in RFP 24-02, incorporated herein by reference as though fully set forth. The Contractor shall perform the Services as expeditiously as is consistent with good professional skill and care and the orderly progress of the Services. Contractor is aware and understands that "time is of the essence" in the provision of these Services.

1.2. Services Fee. County will pay Contractor for services rendered at the rates set forth and as agreed to in the cost proposal provided within RFP 24-02.

1.3. **Representative.** Contact person available for inquiries or questions for services provided.

"Contractor"	"County"
Desert West Enterprises, LLC.	Eddy County
Attn: Larry C. Parker	Attn: Jason Burns
5323 W. 2nd St.	101 W. Greene St
Roswell, NM 88201	Carlsbad, NM 88220
Phone: 575-623-3990	Phone: 575-887-9511 EXT 4001

1.4. **Substitution.** With respect to any substitution of this representative, the Contractor must provide detailed justification documenting the necessity for the substitution. The Contractor shall forward a request to substitute staff to County for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from County.

2. LIABILITY, INDEMNIFICATION, AND INSURANCE

2.1. **Liability.** As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees. Contractor understands, acknowledges and agrees that neither County nor any of its components is indemnifying Contractor or any of its employees. The liability of County will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978.

2.2. **Insurance.** The Contractor is required to carry insurance, meeting the requirements in the Section labeled "Insurance Requirements", or as noted in the specifications of RFP 24-02 herein, listing County as an additional insured. Contractor must submit proof of insurance in the form of a "Certificate of Insurance" with their response and prior to commencing work under the resulting contract. Contractor's insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions.

2.3. **Indemnification.** In addition to any and all other indemnification and remedies provided herein, Contractor agrees to indemnify, defend and hold harmless County and its officers, governing board, and employees from and

against any and all damages, liabilities, obligations, losses, deficiencies, actions, costs (including reasonable attorneys' fees and expenses), demands, suits, judgments, or assessments (hereafter "Claims") arising out of (i) Contractor's negligence in the performance of this Contract; (ii) any defect in the Services (iii) any acts or omissions of Contractor, its employees, subcontractors, or agents in connection with the performance of this Contract; or (iv) any breach of this Contract by Contractor, its employees, subcontractors, or agents. In the event of any Claim to which this indemnification applies, County will promptly notify Contractor of such Claim pursuant to the notice provisions of section 8.14; provided, however, the failure to give such notice will not relieve Contractor from its indemnification obligations. This obligation will survive termination or expiration of this Contract.

2.3.1. To the extent Section 56-7-1 NMSA applies, this indemnity will not extend to liability, claims, damages to property caused by or resulting from, in whole or in part, the negligence, act or omission of County.

3. **TERM AND TERMINATION.** This Agreement will be effective June 1, 2024 thru May 31, 2025. The County reserves the right to extend this contract, on an annual basis (or any portion thereof) automatically without notice, for up to three (3) additional years. Under no circumstances will the term of this contract, including any extensions thereto, exceed four (4) years. Terms governing Termination are set forth hereafter:

3.1. Grounds. The County may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the County's uncured, material breach of this Agreement.

3.2. Notice; County Opportunity to Cure.

3.2.1. Except as otherwise provided in sub-paragraph 3.1 of this Clause and the Appropriations Clause of this Agreement, the County shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

3.2.2 Contractor shall give County written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the County's material breaches of this Agreement upon which the termination is based, and (ii) state what the County must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the County does not cure all material breaches within the thirty (30) day

notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the County does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3.2.3 Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the County; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

3.3 Liability. Except as otherwise expressly allowed or provided under this Agreement, the County's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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.
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.

4. CONTRACTOR MUST MEET OR EXCEED THE REQUIREMENTS BELOW

4.1. Contractor shall make sure that all services and products offered are adequately described.

4.2. Contractor must have the ability to work within the security, regulatory and internal policy requirement needs of various County facilities.

4.3. Contractor must be authorized to sell/resell the services and products being proposed. Contractor may be asked to provide certificates of authorization or verifications of such facts.

4.4. Contractor shall guarantee that the services and products offered will meet or exceed specifications identified in this Agreement.

4.5. Contractor must perform all work compliant with applicable industry standards and recommended practices.

5. EXISTING, NEW PRODUCTS, SERVICES, TECHNOLOGIES AND PRICE ADJUSTMENTS

5.1. Any and all Contractor's existing and new product and service additions, technological advancements or new technology within the scope of work and support to be provided, may be added under the terms and conditions of this agreement provided they meet the acceptability and financial objectives of County. Contractor must first inform County of such additions or changes for obsolete items at least 60 days prior or at the earliest time possible to any changes taking effect.

5.2. Contractor will be expected to maintain product, service and technological parity with its competitors to ensure County is offered state of the art products, services and technology. Failure to maintain such parity may be considered cause for removal of the specific named products or services or termination of contract.

5.3. New technologies are to be defined as a significant material or function change of an existing product/service line. All new innovative and revolutionary technologies need to be approved by County prior to any use. Pricing on new services and technology will be commensurate with the level of discount provided on existing services in the same category. The new services and prices will not be enforceable without an addendum to this agreement.

6. INDEPENDENT CONTRACTOR STATUS

6.1. **Independent Contractor.** It is expressly understood that Contractor is an independent contractor and not the agent, partner or employee of County. Contractor shall have complete charge and responsibility for persons employed by Contractor and engaged in the performance of the specified work. Neither Contractor nor any of its agents shall be treated as an employee of County for any purpose whatsoever. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement. Contractor further declares that it is engaged in the same or similar activities for other clients and that Eddy County is not Contractor's sole or only client or customer.

6.2. **Tax Withholding.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by County with respect to payments to or on behalf of Contractor, its agents or employees. Contractor shall withhold and pay any taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

7. MONTHLY PROGRESS REPORT, MEETINGS AND SCHEDULES

7.1. **Progress Reports.** The Contractor may be required to file with County a monthly or as needed progress reports and schedule(s) for the Project. One copy shall be forwarded to County in sufficient time to be received no later than the ten days immediately following the time frame covered by the report.

7.2. **Project Review Meetings.** If so requested by County, or if required as set forth in Attachment A, the Contractor shall meet as soon as possible after execution of this Agreement with County staff to discuss final details relative to commencement of and performance of this Project.

8. MISCELLANEOUS

8.1. **Acceptance and Rejection.** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if County is entitled to revoke acceptance of them, County may reject or revoke acceptance, require Contractor to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at County's option. Contractor shall reimburse County for all incidental and consequential cost related to unaccepted goods or services. Notwithstanding final acceptance and payment, Contractor shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

8.2. **Appropriations.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County or other sponsoring agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board or other

sponsoring agency, this Agreement will terminate upon delivery of written notice by Eddy County to Contractor. The decision of County as to whether sufficient appropriations are available will be accepted by Contractor and will be final.

8.3. Assignment. Contractor may not assign the rights or obligations under this Agreement without Eddy County's prior written approval.

8.4. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assignees.

8.5. Changes. This Agreement may be amended with the consent of both parties. Amendments may not change significantly the scope of the Agreement.

8.6. Certification. County Supplier Conflict of Interest and Debarment/Suspension Certification Form has been signed, as appropriate, and is included as part of this Agreement.

8.7. Cooperation and Dispute Resolution. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

8.8. Delays and Extension of Time. The Contractor agrees to execute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence or either the Contractor or the subcontractors or suppliers

8.9. Entire Agreement. This Agreement, inclusive of the RFP 24-02 terms, condition and requirements incorporated herein by reference, and the terms and conditions included in the purchase order are made part of this Agreement. This represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. All of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless embodied in this written Agreement.

8.10. Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors; provided however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of delay in the performance of this Agreement.

8.11. Governing Law. This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.

8.12. Inconsistencies. In the event there are any inconsistencies in any documentation, the terms of this agreement shall take precedence over any term identified on a PO or made during discussion, outside of the original agreement terms.

8.13. Nondiscrimination in Employment. The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability and post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance

of this clause.

8.14. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid. **Notices will be sent to the following addresses:**

"Contractor"	"County"
Desert West Enterprises, LLC	Eddy County Finance Director
Larry C. Parker	Breanna Shields
5323 W. 2nd Street	101 W Greene Street
Roswell, NM 88201	Carlsbad, NM 88220

8.15. Press Releases. Neither the Contractor nor any member of the Contracting Team shall issue any press release to any publication, including newspapers, without first clearing the text with and receiving prior written approval from County's Project Coordinator.

8.16. Suspension of Work. The County Chief Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of County.

8.17. Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party or a breach by the other party, of any term, covenant, or condition hereof, shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

9. SEVERABILITY. All terms of this Agreement are severable such that if any provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

10. WORKPLACE SAFETY. Contractor will ensure that its staff and those of any

subcontractor will, when working on any site in connection with the Agreement, comply with all applicable environmental, occupational health and safety legislation and any other appropriate standards, policies and procedures of which County notified Contractor.

11. COMPLIANCE WITH FEDERAL AND STATE LAWS

11.1. Contractor certifies and agrees by this Agreement to comply and act in accordance with all applicable provisions of the federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the New Mexico Human Rights Act and all other applicable federal statutes and executive orders, New Mexico statutes and Eddy County ordinances relating to the enforcement of civil rights all as amended from time to time.

11.2. The New Mexico 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 bribes, gratuities and kickbacks.

11.3. Contract Utilization by Other Agencies: In accordance with **13-1-129 NMSA,** Contractors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract with the awarded Contractor for services outlined if applicable contractual engagements accomplished under this provision shall be solely between the awarded contractors and the contracting entity with no obligations by the Board of Commissioners of Eddy County.

The Remainder of This Page is Intentionally Left Blank with the Signature Page to Follow.

BY SIGNING BELOW, THE CONTRACTOR CERTIFIES THAT HE/SHE IS AUTHORIZED TO OBLIGATE HER/HIS FIRM TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

"CONTRACTOR"

Desert West Enterprises, LLC

By: _____

Print Name: Larry C Parker

Title: Owner

"COUNTY"

EDDY COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Print Name: James (Bo) Bowen

Title: Commission Chairman

Date: May 21, 2024

Attest:

_____

Cara Cooke, County Clerk



IV.23

Road Dept Department

TO: Board of County Commissioners
FROM: Walon Jones
DATE: September 24, 2024
SUBJECT: **Request Approval of DHSEM Project Worksheets for Construction Costs Only for CC-008-B Curry Road D (Site 2) Between Curry Road 19 and State Road 77, for a Total Cost of $700,000, Local Share is 25%, $175,000.00 and, CC-005-B Curry Road D Between Curry Road 22 and Curry Road 19, for a Total Cost of $1,100,000.00, Local Share is 25%, $275,000.00 - Walon Jones**

Prepared by Kaitlin Bentley
Last updated on 09/16/2024

ATTACHMENTS:

- 9.24.24 Certified Bid Form_2024.25-02 Site 1 CRD.pdf
- 9.24.24 Certified Bid Form_2024.25-03 Site 2 CRD.pdf
- 9.24.24 PW CC-008-B.pdf
- 9.24.24 PW CC-005-B.pdf

CURRY COUNTY, NEW MEXICO
PWCC-005 COUNTY ROAD D SITE 1
BID NO.: 2024/25/-02
BID DATE: SEPTEMBER 4, 2024 NO LATER THAN 2:00 P.M. (LOCAL TIME)

BASE BID				ENGINEER'S ESTIMATE		J&H Services, Inc.		K Barnett & Sons	
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
201000	CLEARING AND GRUBBING	ACRE	14	$ 600.00	$ 8,400.00	$ 4,700.00	$ 65,800.00	$ 2,000.00	$ 28,000.00
203000	UNCLASSIFIED EXCAVATION	C.Y.	2,800	$ 25.00	$ 70,000.00	$ 28.00	$ 78,400.00	$ 7.00	$ 19,600.00
203100	BORROW (2" MINUS) - COMPLETE IN PLACE	C.Y.	34,400	$ 25.00	$ 860,000.00	$ 34.00	$ 1,169,600.00	$ 23.00	$ 791,200.00
207000	SUBGRADE PREPARATION	S.Y.	589	$ 4.00	$ 2,356.00	$ 50.00	$ 29,450.00	$ 9.00	$ 5,301.00
209000	BLADING AND RESHAPING	MILE	3	$ 10,000.00	$ 30,000.00	$ 50,000.00	$ 150,000.00	$ 11,000.00	$ 33,000.00
303210	6" FLEXIBLE BASE	S.Y.	589	$ 30.00	$ 17,670.00	$ 28.00	$ 16,492.00	$ 19.00	$ 11,191.00
409000	AGGREGATE PRIMER	S.Y.	589	$ 2.25	$ 1,325.25	$ 18.00	$ 10,602.00	$ 6.00	$ 3,534.00
423270	HMA SP-IV 2" COMPLETE	S.Y.	589	$ 9.50	$ 5,595.50	$ 30.00	$ 17,670.00	$ 80.00	$ 47,120.00
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	L.S.	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 2,000.00	$ 2,000.00
618000	TRAFFIC CONTROL MANAGEMENT	L.S.	1	$ 10,000.00	$ 10,000.00	$ 58,000.00	$ 58,000.00	$ 5,000.00	$ 5,000.00
621000	MOBILIZATION	L.S.	1	$ 9,711.32	$ 9,711.32	$ 110,000.00	$ 110,000.00	$ 25,000.00	$ 25,000.00
801000	CONSTRUCTION STAKING BY CONTRACTOR	L.S.	1	$ 20,000.00	$ 20,000.00	$ 47,000.00	$ 47,000.00	$ 13,000.00	$ 13,000.00
802000	POST CONSTRUCTION PLANS	L.S.	1	$ 10,000.00	$ 10,000.00	$ 7,000.00	$ 7,000.00	$ 2,500.00	$ 2,500.00
	TOTAL BASE BID				**$1,055,058.07**		**$ 1,770,014.00**		**$ 986,446.00**

CURRY COUNTY, NEW MEXICO
PWCC-005 COUNTY ROAD D SITE 1
BID NO.: 2024/25/-02
BID DATE: SEPTEMBER 4, 2024 NO LATER THAN 2:00 P.M. (LOCAL TIME)

SECTION / PAGE(S)	BID SUBMISSION CHECKLIST	J&H Services, Inc.	K Barnett & Sons
3.12 - 3.29	Section 3 - Bid Form	Yes	Yes
3.13	Addendum 1 Acknowledgement - issued on August 26, 2024	Yes	Yes
	Addendum 2 Acknowledgement - issued on August 26, 2024	Yes	Yes
	Addendum 3 Acknowledgement - issued on August 30, 2024	Yes	Yes
3.18	NM Contractor's License No.	879507	3108
	NM Contractor's License Classification(s)	GA01, GB98, GF01, GF04, GF09, GS08, MS03	GA98, GF98
	NM Dept. of Workforce Solutions Dept. Registration No. (NM DWS#)	0879920081213	0141962010528
	NM Resident Contractor's Preference No.	L0878424880	L1203026544
	Resident Veteran Contractor Preference No.	N/A	N/A
	Federal Employer Tax ID No. (FEIN)	82-0556028	85-0141281
	State of New Mexico Tax ID No.	02-500932-00-0	01-209987-002
3.20	Certificate as to Corporate Principal	Yes	Yes
3.21	List of Subcontractors	N/A	GridLine Land Surveying LLC
3.22	Campaign Contribution Disclosure Form	Yes	Yes
3.25	NM Preference Resident Veteran Certification Form	Yes	Yes
3.27	Related Party Disclosure Form	Yes	Yes
3.28	Certification Regarding Debarment, Suspension, and Other Responsibility Matters	Yes	Yes
3.29	Non-Collusion Affidavit	Yes	Yes
4.1	Section 4 - Bid Guaranty	Yes	Yes
-	Agent's Affadavit / Power of Attorney	Yes	Yes
10.1	Statement of Bidder's Qualification	Yes	Yes

ENGINEER'S CERTIFICATE:

I hereby Certify that this TABULATION is True and Correct.

David Roybal, PE NM#23576
September 5, 2024

PETTIGREW & ASSOCIATES PA
ENGINEERING | SURVEYING | CONSTRUCTION SERVICES
DEFINING QUALITY SINCE 1965

DAVID A. ROYBAL
NEW MEXICO
23576
PROFESSIONAL ENGINEER

CURRY COUNTY, NEW MEXICO
PWCC-008 COUNTY ROAD D SITE 2
BID NO.: 2024/25/-03
BID DATE: SEPTEMBER 9, 2024 NO LATER THAN 2:00 P.M. (LOCAL TIME)

BASE BID				ENGINEER'S ESTIMATE		K Barnett & Sons	
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
201000	CLEARING AND GRUBBING	ACRE	3	$ 600.00	$ 1,920.00	$ 4,000.00	$ 12,800.00
203000	UNCLASSIFIED EXCAVATION	C.Y.	1,795	$ 25.00	$ 44,875.00	$ 18.00	$ 32,310.00
203100	BORROW (2" MINUS) - COMPLETE IN PLACE	C.Y.	5,910	$ 25.00	$ 147,750.00	$ 33.00	$ 195,030.00
207000	SUBGRADE PREPARATION	S.Y.	1,310	$ 4.00	$ 5,240.00	$ 8.00	$ 10,480.00
209000	BLADING AND RESHAPING	MILE	1	$ 8,000.00	$ 8,800.00	$ 11,000.00	$ 12,100.00
499000	DOUBLE PENETRATION CHIPSEAL (3/4" BOTTOM AND 1/2" TOP)	S.Y.	4,200	$ 8.00	$ 33,600.00	$ 28.00	$ 117,600.00
303210	6" FLEXIBLE BASE	S.Y.	1,310	$ 12.00	$ 15,720.00	$ 19.00	$ 24,890.00
409000	AGGREGATE PRIMER	S.Y.	1,310	$ 2.25	$ 2,947.50	$ 6.00	$ 7,860.00
423270	HMA SP-IV 2" COMPLETE	S.Y.	1,310	$ 12.00	$ 15,720.00	$ 80.00	$ 104,800.00
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	L.S.	1	$ 10,000.00	$ 10,000.00	$ 2,000.00	$ 2,000.00
618000	TRAFFIC CONTROL MANAGEMENT	L.S.	1	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00
621000	MOBILIZATION	L.S.	1	$ 9,390.12	$ 9,390.12	$ 22,000.00	$ 22,000.00
801000	CONSTRUCTION STAKING BY CONTRACTOR	L.S.	1	$ 20,000.00	$ 20,000.00	$ 5,000.00	$ 5,000.00
802000	POST CONSTRUCTION PLANS	L.S.	1	$ 10,000.00	$ 10,000.00	$ 2,000.00	$ 2,000.00
	TOTAL BASE BID				**$335,962.62**		**$ 551,370.00**

CURRY COUNTY, NEW MEXICO
PWCC-008 COUNTY ROAD D SITE 2
BID NO.: 2024/25/-03
BID DATE: SEPTEMBER 9, 2024 NO LATER THAN 2:00 P.M. (LOCAL TIME)

SECTION / PAGE(S)	BID SUBMISSION CHECKLIST	K Barnett & Sons
3.12 - 3.29	Section 3 - Bid Form	Yes
3.13	Addendum 1 Acknowledgement - issued on August 30, 2024	Yes
3.18	NM Contractor's License No.	3108
	NM Contractor's License Classification(s)	GA98, GF98
	NM Dept. of Workforce Solutions Dept. Registration No. (NM DWS#)	0141962010528
	NM Resident Contractor's Preference No.	L1203026544
	Resident Veteran Contractor Preference No.	N/A
	Federal Employer Tax ID No. (FEIN)	85-0141281
	State of New Mexico Tax ID No.	01-209987-002
3.20	Certificate as to Corporate Principal	Yes
3.21	List of Subcontractors	GridLine Land Surveying LLC; Bermea Construction Inc.
3.22	Campaign Contribution Disclosure Form	Yes
3.25	NM Preference Resident Veteran Certification Form	Yes
3.27	Related Party Disclosure Form	Yes
3.28	Certification Regarding Debarment, Suspension, and Other Responsibility Matters	Yes
3.29	Non-Collusion Affidavit	Yes
4.1	Section 4 - Bid Guaranty	Yes
-	Agent's Affadavit / Power of Attorney	Yes
10.1	Statement of Bidder's Qualification	Yes

ENGINEER'S CERTIFICATE:

I hereby Certify that this TABULATION is True and Correct.

David Roybal, PE NM#23576
September 10, 2024

PETTIGREW & ASSOCIATES PA
ENGINEERING | SURVEYING | CONSTRUCTION SERVICES
DEFINING QUALITY SINCE 1965

DAVID A. ROYBAL
NEW MEXICO
23576
PROFESSIONAL ENGINEER

DHSEM
NEW MEXICO
DISASTER ASSISTANCE PROGRAM
PROJECT WORKSHEET

EXECUTIVE ORDER:	**EO2023-133**
PW #:	**CC-008-B**
Version:	
Category:	**C**

APPLICANT INFORMATION ADDRESS	**1395 NM-209, Clovis, NM 88101 Curry County Roads Dept.**	**Vendor ID Number**	
POINT OF CONTACT	**Walon Jones**	**Phone: (575) 762-1501 Email: wjones@currycountynm.gov**	

PROJECT DATA

LOCATION GPS Coordinate: Begin-34.53526,-103.09004 End-34.520235,-103.090514
Curry County Road D. Between County Road 19 and New Mexico SR 77. Site 2

DAMAGE DESCRIPTION & DIMENSIONS

Severe Storm impacts to Curry County on May 24, 2023. The severe storms resulted in heavy winds, large hail as well as heavy rainfall in a short period of time. 1.1 miles of road was washed away duing this event.

SCOPE OF WORK Scope includes reconstruction of Curry County Road D between County Road 19 and New Mexico SR 77. Project will include pavement removal, and re-pavement of roadway intersections, import of borrow material (2" Minus), and shaping and grading of drainage ditches and roadway. Existing roadway is approximately 24 feet wide and 1 miles long.

NOTES This project worksheet is for costruction phase costs only.

Total project cost	$700,000.00
State Share Reimbursement 75%	$525,000.00
Local Share 25%	$175,000.00
Eligible Reimbursement	$525,000.00

Applicant will provide cost documentation to support all known final costs.
Applicant will notify the DHSEM Recovery Unit when all work is complete and ready to inspect.
Applicant is responsible for obtaining any and all permits required by law or ordinance.
Applicant will abide by appropriate Local or State Procurement Regulations.

SIGNATURES

Applicant: _____ **Date:** _____

NM DHSEM Recovery Unit Manager _____ **Date:** _____

NM DHSEM Grants Unit Manager _____ **Date:** _____

DHSEM
NEW MEXICO
DISASTER ASSISTANCE PROGRAM
PROJECT WORKSHEET

EXECUTIVE ORDER:	EO2023-133
PW #:	CC-005-B
Version:	
Category:	C

APPLICANT INFORMATION ADDRESS	1395 NM-209, Clovis, NM 88101 Curry County Roads Dept.	**Vendor ID Number**	
POINT OF CONTACT	Walon Jones	Phone: (575) 762-1501 Email: wjones@currycountynm.gov	

PROJECT DATA

LOCATION GPS Coordinate: Begin-34.57926, -103.09034 End-34.53526, -10309004
Curry County Road D. Between County Road 22 and 19. Site 1

DAMAGE DESCRIPTION & DIMENSIONS

Severe Storm impacts to Curry County on May 24, 2023. The severe storms resulted in heavy winds, large hail as well as heavy rainfall in a short period of time. 2.94 miles of road was washed away duing this event.

SCOPE OF WORK Scope includes reconstruction of Curry County Road D between County Road 22 and 19. Project will include pavement removal, and re-pavement of roadway intersections, import of borrow material (2" Minus), and shaping and grading of drainage ditches and roadway. Existing roadway is approximately 24 feet wide and 3 miles long.

NOTES This project worksheet is for costruction phase costs only.

Total project cost	$1,100,000.00
State Share Reimbursement 75%	$825,000.00
Local Share 25%	$275,000.00
Eligible Reimbursement	$825,000.00

Applicant will provide cost documentation to support all known final costs.
Applicant will notify the DHSEM Recovery Unit when all work is complete and ready to inspect.
Applicant is responsible for obtaining any and all permits required by law or ordinance.
Applicant will abide by appropriate Local or State Procurement Regulations.

SIGNATURES

Applicant: _____ Date: _____

NM DHSEM
Recovery Unit Manager _____ Date: _____

NM DHSEM
Grants Unit Manager _____ Date: _____

Commissioners Department

TO: Board of County Commissioners
FROM: Brad Bender
DATE: September 24, 2024
SUBJECT: **Request Approval to Cancel the Monday, October 7, 2024 Commission Meeting – Brad Bender**

Prepared by Kaitlin Bentley
Last updated on 09/19/2024

V.1

Grants Department

TO: Board of County Commissioners
FROM: Kimberly Richter
DATE: September 24, 2024
SUBJECT: **Request Proclamation Declaring September 2024 as National Recovery Month - Erinn Burch**

I respectfully suggest that September be declared National Recovery Month.

Prepared by Kaitlin Bentley
Last updated on 09/17/2024

ATTACHMENTS:

- September 2024 - National Recovery Month.pdf

Curry County
Health Council

PROCLAMATION

National Recovery Month – September 2024

WHEREAS, National Recovery Month is a national observance held annually in September to educate Americans about substance use treatment and mental health services available to them so that those with substance use disorder can live long, healthy lives; and

WHEREAS, in 2023 the CDC reported over 1.5 billion episodes of binge drinking and 168.7 million people reported illicit drug use or prescription pain reliever misuse during the past month; and 48.7 million met diagnostic criteria for a substance use disorder during the past year; and

WHEREAS, New Mexico currently has the highest rate of deaths due to alcohol in the nation; and

WHEREAS, New Mexico currently ranks as the highest in the nation for drug use and addiction; and

WHEREAS, education and effective treatment have been shown to increase rates of recovery while supportive services and connections have been shown to have the greatest impact on sustained recovery; and

WHEREAS, the Curry County Health Council, in conjunction with United Way of Eastern New Mexico, and Nurstead Consulting Services will host the Second Annual Recovery Event "Move for Your Mood" a Mental Health and Recovery Celebration at Green Acres Park on Saturday, September 28th from 11AM -3PM and all are invited to attend.

NOW THEREFORE, BE IT RESOLVED that I, Robert Thornton, Chairman of the Board of Curry County Commission, do hereby proclaim September 2024 as Recovery Month in Curry County and encourage all residents to join the Health Council at "Move for Your Mood" on September 28th to celebrate recovery.

DONE, this 24th day of September 2024.

BOARD OF CURRY COUNTY COMMISSION

_____
Robert Thornton, Curry County Commission Chair

Attest to:

_____
Annie Hogland, County Clerk

V.2

Administration Department

TO: Board of County Commissioners
FROM: Mindy Turner
DATE: September 24, 2024
SUBJECT: **Request Proclamation for National 4-H Week October 6-12, 2024 – Mindy Turner**

Prepared by Kaitlin Bentley
Last updated on 09/03/2024

ATTACHMENTS:

- Proclamation - National 4-H Week Proclamation 2024.pdf

National 4-H Week
October 6-12, 2024

2024 National 4-H Week Proclamation

WHEREAS, 4-H is America's largest youth development organization, supporting nearly six million youth across the country; and

WHEREAS, 4-H has helped 2000 youth in Curry County to become confident, independent, resilient and compassionate leaders; and

WHEREAS, 4-H is delivered by Cooperative Extension – a community of more than 100 public universities across the nation that provides experiences where young people learn-by-doing through hands-on projects in the important areas of health, science, agriculture and civic engagement; and

WHEREAS, National 4-H Week showcases the incredible ways that 4-H inspires kids to do and highlights the remarkable 4-H youth in Curry County who work each day to make a positive impact on those around them; and

WHEREAS, 4-H's network of nearly 500,000 volunteers and 3,500 professionals provides caring and supportive mentoring to all 4-H'ers, helping them to grow into true leaders, entrepreneurs and visionaries;

THEREFORE, BE IT RESOLVED that I, Robert Thornton, Curry County Chairman, do hereby proclaim October 6-12, 2024 as NATIONAL 4-H WEEK throughout Curry County and encourage all of our citizens to recognize 4-H for the significant impact they have made and continue to make by empowering youth with the skills they need to lead for a lifetime.

BOARD OF CURRY COUNTY COMMISSION

_____

Robert Thornton, Chairman

Attest:

_____

Annie Hogland, County Clerk

V.3

Fire & Safety Department

TO: Board of County Commissioners
FROM: Michael Booth
DATE: September 24, 2024
SUBJECT: **Request Proclamation Declaring October 6-12, 2024 as Fire Prevention Week - Michael Booth**

I recommend that October 6-12 2024 be Recognized as Fire Prevention Week

Prepared by Kaitlin Bentley
Last updated on 09/19/2024
ATTACHMENTS:

- Fire Prevention Week October 2024.pdf

PROCLAMATION DECLARING FIRE PREVENTION WEEK
OCTOBER 6-12, 2024

WHEREAS, Curry County is committed to ensuring the safety and security of all those living in and visiting Curry County; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 1,342 people in the United States so far in 2024, according to the National Fire Protection Association, and fire departments in the United States responded to 374,300 home fires in 2022; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as two minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, County residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

WHEREAS, County residents should make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, Curry County's first responders are dedicated to reducing the occurrence of home fire and home fire injuries through prevention and protection education; and

WHEREAS, Curry County's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2024 Fire Prevention Week theme, "Smoke Alarms: Make Them Work For You" effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.

NOW THEREFORE, BE IT RESOLVED that I, Robert Thornton, Curry County Commission Chairman, do hereby proclaim October 6-12, 2024, as Fire Prevention Week throughout Curry County, and I urge all the people of Curry County to use "Smoke Alarms: Make Them Work For You" for Fire Prevention Week 2024 and beyond, and to support the public safety activities and efforts of Curry County's fire and emergency services.

DONE, this 24th day of September, 2024.

BOARD OF CURRY COUNTY COMMISSION

_____
Robert Thornton, Curry County Commission Chair

Attest to:

_____
Annie Hogland, County Clerk

Road Dept Department

TO: Board of County Commissioners
FROM: Walon Jones
DATE: September 24, 2024
SUBJECT: **Road Departmental Report August 2024 - Walon Jones**

Road Department Projects

L200605 (CAP24) –

CRL from CR16 to CR18 -2 mi.

CRD from CR19 to CR22 – 3 mi.

L200589 (COOP24) – Working Project

CR18 from CRQ to CRN – 3 mi.

CRQ from CR18 to NM311 – 1 mi.

L200612 (SB24) – Closing Project

CRD from CR3 to CR4 – 1 mi. - Completed

CRD from CR5 to CR6 – 1 mi. - Completed

CRD from CR6 to CR7 – 1 mi. - Completed

L200638 (CAP25) –

CR15 from CRK to NM209 -1 mi.

CRC from CR22 to CR24 – 2 mi.

CR5 from US70 to CRI – 1 mi.

L200626 (COOP25) –

CRE from NM523 to CR13 – 2 mi.

CR23 from CRI to CRH – 1 mi.

CRO from CR6 to NM467 – 1 mi.

C2243271 (Capital Outlay 24) –

CRAM from US60/84 to CR14 – 2.5 mi.

JR Shumate – 3 mi.

CRW from US60/84 to CR12 – 1.5 mi.

CRV from US60/84 to CR17 – 6.5 mi.

CR3 from NM348 to CRG – 6 mi.

CR26 from NM108 to CRD – 2 mi.

PWCC-001 (DHSEM) –	CRL – Bid Out – Opening Bids 9/30/24
PWCC-002 (DHSEM) –	CR22 – Bid Out – Opened Bids 9/16/24
PWCC-004 (DHSEM) –	CR26 – IN HOUSE
PWCC-005 (DHSEM) –	CRD Site 1 – Bid Out – Opened Bids 9/9/24
PWCC-006 (DHSEM) –	CRC – IN HOUSE
PWCC-007 (DHSEM) –	CR17 – IN HOUSE
PWCC-008 (DHSEM) –	CRD Site 2 – Bid Out – Opened Bids 9/4/24

Prepared by Kaitlin Bentley

Last updated on 09/16/2024

ATTACHMENTS:

- Project Update.pdf
- 9.24.24 Road Report.pdf

Curry County Projects

Project & Termin	*Contract Term Date*	*Estimated Completion Date*	*Amount*	*Dollar Amount Received*	*Dollar Amount Expended*	*Dollar Amount Remaining*	*Percent Complete*	*Progress*
Commission Allocation 24-25								
CR19 from CRE to CRH, CRT from CR13 to CR14, CR19 from CRC to NM108, CRC from CR24 to CR25, CR34 from CRM.5 to CRO		Jun-24	$900,000.00	$900,000.00	$0.00	900000	0%	Finishing CR19 Summer 24
L200612-SB24								
CRD from CR3 to CR4 CRD from CR6 to CR7 CRD from CR5 to CR6	12/31/2024	Sep-24	$175,000.00	$175,000.00	$166,280.98	8719.01999999999	99%	Closing out Project - Sept 2024
L200605-CAP24								
CRL from CR16 to CR18 CRD from CR19 to CR22	12/31/2025	Oct-24	$268,155.00	$268,155.00	$0.00	268155	5%	Approved to carryover to 12/31/25
L200589-COOP24								
CR18 from CRQ to CRN CRQ from CR18 to NM311	12/31/2024	Oct-24	$166,000.00	$166,000.00	$29,660.15	136339.85	40%	Hauling and laying caliche on CR18
L200638-CAP 25								
CR15 from CRK to NM209; CRC from CR22 to CR24; CR5 from US70 to CRI	12/31/2025	Sep-25	$274,289.00	$0.00	$0.00	274289	10%	Processed all environmentals - received State Share of funds

Curry County Projects

Project & Termin	Contract Term Date	Estimated Completion Date	Amount	Dollar Amount Received	Dollar Amount Expended	Dollar Amount Remaining	Percent Complete	Progress
L200626-COOP 25	12/31/2025	Oct-25	$109,869.00	$0.00	$0.00	109869	10%	Processed all environmentals - received State Share of funds
CRE from NM523 to CR13; CR23 from CRI to CRH, CRO from CR6 to NM467								
Safe Streets Award # 693JJ32440390	1/31/2026	Apr-25	$120,000.00	$0.00	$1,968.75	118031.25	15%	Engineer completing meetings
Road Safety planning								
Capital Outlay 24 C2243271	6/30/2028	Jun-25	$1,350,000.00	$0.00	$0.00	1350000	0%	Processed all environmentals - received State NOO
CR AM from US60/84 to CR 14, JR Shumate Subdivision, CR W from US60/84 to CR 12, CR V from US60/84 to CR 17, CR 3 from SR 348 to CR G CR 26 from SR 108 to CR D								
Flooding - DHSEM - PWCC-004		Apr-25	$15,000.00	$0.00	$0.00	15000	5%	
CR26 IN HOUSE								
Flooding - DHSEM - PWCC-006		Apr-25	$48,750.00	$0.00	$0.00	48750	5%	
CRC IN HOUSE								
Flooding - DHSEM - PWCC-007		Apr-25	$63,750.00	$0.00	$0.00	63750	5%	
CR17 IN HOUSE								
Flooding - DHSEM - PWCC-001		Apr-25	$92,000.00	$0.00	$26,818.89	65181.11	50%	Open bids 9/30/24
CRL Bid out								

Curry County Projects

Project & Termin	*Contract Term Date*	*Estimated Completion Date*	*Amount*	*Dollar Amount Received*	*Dollar Amount Expended*	*Dollar Amount Remaining*	*Percent Complete*	*Progress*
Flooding - DHSEM - PWCC-008		Apr-25	$100,000.00	$0.00	$2,451.53	97548.47	50%	Opened Bids 9/4/24 - Received PW's from DHSEM
CRD Site 2 Bid out								
Flooding - DHSEM - PWCC-002		Apr-25	$80,000.00	$0.00	$19,768.12	60231.88	50%	Opened Bids 9/16/24 - submitting for PW's to DHSEM
CR22 Bid out								
Flooding - DHSEM - PWCC-005		Apr-25	$136,000.00	$0.00	$28,303.94	107696.06	50%	Opened Bids 9/9/24 - Received PW's from DHSEM
CRD Site 1 Bid Out								

Treatment History

07/22/2024 - 09/17/2024

Area	Road Name	From Address	To Address	Length (ft)	Treatment Date	Treatment
Group: Bladed						
Area 3	CURRY RD 17	STATE RD 268	CURRY RD AL	10634	9/12/2024	Bladed
Area 3	CURRY RD 17	CURRY RD AL	CURRY RD AM	5333	9/11/2024	Bladed
Area 3	CURRY RD 17	STATE RD 268	CURRY RD AL	10634	9/11/2024	Bladed
Area 2	CURRY RD M	CURRY RD 6	CURRY RD 7	5296	9/11/2024	Bladed
Area 2	CURRY RD M	CURRY RD 5	CURRY RD 6	5224	9/11/2024	Bladed
Area 2	CURRY RD 5	CURRY RD P	STATE RD 467	5269	9/11/2024	Bladed
Area 7	CURRY RD D	CURRY RD 21	CURRY RD 22	5287	9/11/2024	Bladed
Area 7	CURRY RD D	CURRY RD 20	CURRY RD 21	5273	9/11/2024	Bladed
Area 7	CURRY RD D	CURRY RD 19	CURRY RD 20	5276	9/11/2024	Bladed
Area 2	CURRY RD 8	STATE RD 467	CURRY RD O	5318	9/10/2024	Bladed
Area 2	CURRY RD 8	CURRY RD O	CURRY RD P	5281	9/10/2024	Bladed
Area 2	CURRY RD P	CURRY RD 5	CURRY RD 6	5263	9/10/2024	Bladed
Area 2	CURRY RD P	STATE RD 467	CURRY RD 8	2819	9/9/2024	Bladed
Area 2	CURRY RD P	CURRY RD 6	STATE RD 467	5292	9/9/2024	Bladed
Area 2	CURRY RD 11	CURRY RD M	BUFFALO RD	1980	9/4/2024	Bladed
Area 2	CURRY RD 11	BUFFALO RD	CURRY RD N	3334	9/4/2024	Bladed
Area 2	CURRY RD 11	CURRY RD P	STATE RD 311	5317	9/4/2024	Bladed
Area 2	CURRY RD 9	CURRY RD S	CURRY RD T	5301	9/3/2024	Bladed
Area 2	CURRY RD 8	CURRY RD S	CURRY RD T	5308	9/3/2024	Bladed
Area 10	CURRY RD O	CURRY RD 44	STATE RD 275	10573	9/3/2024	Bladed
Area 10	CURRY RD O	CURRY RD 42	CURRY RD 44	5296	9/3/2024	Bladed
Area 10	CURRY RD O	STATE RD 275	END	6089	8/29/2024	Bladed
Area 10	CURRY RD 47	CURRY RD N	CURRY RD O	5002	8/29/2024	Bladed
Area 10	CURRY RD 44	CURRY RD N	CURRY RD O	5088	8/29/2024	Bladed
Area 10	CURRY RD N	STATE RD 275	CURRY RD 47	5353	8/28/2024	Bladed
Area 3	CURRY RD 6	CURRY RD 5	END	20503	8/28/2024	Bladed
Area 3	CURRY RD 5	CURRY RD 6	END	8802	8/28/2024	Bladed
Area 6	CURRY RD P	CURRY RD 23	STATE RD 288	3731	8/28/2024	Bladed
Area 10	CURRY RD N	CURRY RD 42	CURRY RD 47	5284	8/27/2024	Bladed
Area 3	CURRY RD 5	STATE RD 267	CURRY RD AJ	5246	8/27/2024	Bladed
Area 3	CURRY RD 5	CURRY RD AJ	CURRY RD 6	1905	8/27/2024	Bladed
Area 10	CURRY RD N	CURRY RD 42	CURRY RD 47	5284	8/26/2024	Bladed
Area 9	CURRY RD 44	CURRY RD L	STATE RD 275	10532	8/26/2024	Bladed
Area 8	CURRY RD 38	CURRY RD F	CURRY RD H	10531	8/26/2024	Bladed
Area 8	CURRY RD C	CURRY RD 34	CURRY RD 35	5280	8/26/2024	Bladed
Area 6	CURRY RD 18	CURRY RD Q	CURRY RD R	5314	8/26/2024	Bladed
Area 10	CURRY RD 35	STATE RD 209	CURRY RD L	5182	8/22/2024	Bladed
Area 10	CURRY RD 35	CURRY RD L	CURRY RD M	5353	8/22/2024	Bladed
Area 10	CURRY RD M	CURRY RD 35	CURRY RD 36	5240	8/22/2024	Bladed
Area 4	CURRY RD 27	CURRY RD AE	CURRY RD AF	5306	8/22/2024	Bladed
Area 3	CURRY RD 17	CURRY RD AM	CURRY RD AN	5182	8/22/2024	Bladed
Area 3	CURRY RD 17	CURRY RD AN	CURRY RD AP	10195	8/22/2024	Bladed
Area 2	CURRY RD 11	CURRY RD N	CURRY RD O	5304	8/22/2024	Bladed
Area 2	CURRY RD 11	CURRY RD O	CURRY RD P	5282	8/22/2024	Bladed
Area 2	CURRY RD 11	CURRY RD P	STATE RD 311	5317	8/22/2024	Bladed
Area 2	CURRY RD 11	STATE RD 311	CURRY RD R	5288	8/22/2024	Bladed
Area 2	CURRY RD R	US 60 84	CURRY RD 11	2647	8/22/2024	Bladed
Area 10	CURRY RD M	CURRY RD 34	CURRY RD 35	5389	8/22/2024	Bladed
Area 2	CURRY RD 13	CURRY RD N	CURRY RD O	5304	8/21/2024	Bladed
Area 2	CURRY RD 13	CURRY RD O	STATE RD 311	10598	8/21/2024	Bladed

Area 4	CURRY RD 28	CURRY RD AF	CURRY RD AH	10605	8/20/2024	Bladed
Area 6	CURRY RD 23	CURRY RD O	CURRY RD P	5285	8/20/2024	Bladed
Area 3	CURRY RD AN	CURRY RD 18	CURRY RD 19	5309	8/20/2024	Bladed
Area 4	CURRY RD AG	CURRY RD 19	CURRY RD 21	10647	8/20/2024	Bladed
Area 4	CURRY RD AN	CURRY RD 19	CURRY RD 20	5260	8/20/2024	Bladed
Area 5	CURRY RD 19	CURRY RD AF	CURRY RD AG	5431	8/20/2024	Bladed
Area 5	CURRY RD 19	STATE RD 224	CURRY RD AF	5291	8/20/2024	Bladed
Area 3	CURRY RD 19	CURRY RD AN	CURRY RD AP	10261	8/19/2024	Bladed
Area 4	CURRY RD AF	CURRY RD 19	CURRY RD 21	10579	8/19/2024	Bladed
Area 2	CURRY RD 14	CURRY RD N	STATE RD 311	15899	8/19/2024	Bladed
Area 4	CURRY RD 30	CURRY RD AB	CURRY RD AD	10586	8/19/2024	Bladed
Area 4	CURRY RD AF	CURRY RD 28	END	10569	8/19/2024	Bladed
Area 5	CURRY RD Z	US 60 84	CURRY RD 13	12450	8/19/2024	Bladed
Area 2	CURRY RD 11	CURRY RD T	CURRY RD U	2488	8/15/2024	Bladed
Area 2	CURRY RD 11	CURRY RD U	CURRY RD U.5	2649	8/15/2024	Bladed
Area 2	CURRY RD 11	CURRY RD U.5	CURRY RD V	2676	8/15/2024	Bladed
Area 6	CURRY RD S	CURRY RD 20	CURRY RD 22	10603	8/15/2024	Bladed
Area 2	CURRY RD U.5	US 60 84	CURRY RD 11	3392	8/14/2024	Bladed
Area 2	CURRY RD T	US 60 84	CURRY RD 11	4174	8/13/2024	Bladed
Area 2	CURRY RD T	CURRY RD 11	CURRY RD 12	5259	8/13/2024	Bladed
Area 2	CURRY RD 12	CURRY RD U	CURRY RD V	5313	8/13/2024	Bladed
Area 2	CURRY RD T	CURRY RD 12	CURRY RD 13	5171	8/13/2024	Bladed
Area 9	CURRY RD 46	CURRY RD A	CURRY RD B	5335	8/13/2024	Bladed
Area 10	CURRY RD S	CURRY RD 33	CURRY RD 34	5297	8/13/2024	Bladed
Area 10	CURRY RD 33	CURRY RD S	CURRY RD U	10548	8/13/2024	Bladed
Area 10	CURRY RD U	CURRY RD 33	CURRY RD 34	5315	8/13/2024	Bladed
Area 10	CURRY RD 33	CURRY RD O	CURRY RD Q	5288	8/13/2024	Bladed
Area 10	CURRY RD N	CURRY RD 44	CURRY RD 42	5255	8/12/2024	Bladed
Area 2	CURRY RD 13	STATE RD 311	CURRY RD S	10426	8/12/2024	Bladed
Area 2	CURRY RD 13	CURRY RD S	CURRY RD T	5306	8/12/2024	Bladed
Area 2	CURRY RD 13	CURRY RD T	CURRY RD U	5274	8/12/2024	Bladed
Area 2	CURRY RD 13	CURRY RD U	CURRY RD V	5305	8/12/2024	Bladed
Area 2	CURRY RD 13	STATE RD 311	CURRY RD S	10426	8/8/2024	Bladed
Area 2	CURRY RD 13	CURRY RD S	CURRY RD T	5306	8/8/2024	Bladed
Area 2	CURRY RD 13	CURRY RD T	CURRY RD U	5274	8/8/2024	Bladed
Area 2	CURRY RD 13	CURRY RD U	CURRY RD V	5305	8/8/2024	Bladed
	CURRY RD T	CURRY RD 13	CURRY RD 14	5359	8/7/2024	Bladed
Area 6	CURRY RD 18	CURRY RD R	CURRY RD S	5280	8/7/2024	Bladed
Area 2	CURRY RD T	CURRY RD 15	CURRY RD 16	5322	8/7/2024	Bladed
Area 2	CURRY RD T	CURRY RD 14	CURRY RD 15	5320	8/7/2024	Bladed
Area 5	CURRY RD 15	CURRY RD Y	CURRY RD Z	5332	8/5/2024	Bladed
Area 2	CURRY RD 15	CURRY RD T	CURRY RD V	10595	8/5/2024	Bladed
Area 5	CURRY RD 15	CURRY RD X	CURRY RD Y	5430	8/5/2024	Bladed
Area 5	CURRY RD 15	CURRY RD V	CURRY RD W	5275	8/5/2024	Bladed
Area 2	CURRY RD 15	STATE RD 311	CURRY RD S	2728	8/5/2024	Bladed
Area 2	CURRY RD 15	CURRY RD S	CURRY RD T	5250	8/5/2024	Bladed
Area 4	CURRY RD 27	CURRY RD AF	CURRY RD AH	10590	8/5/2024	Bladed
Area 9	CURRY RD 43	CURRY RD C	CURRY RD E	10540	8/5/2024	Bladed
Area 5	CURRY RD X	CURRY RD 12	CURRY RD 14	10552	8/1/2024	Bladed
Area 5	CURRY RD 14	CURRY RD Y	CURRY RD Z	5362	7/29/2024	Bladed
Area 5	CURRY RD 14	CURRY RD X	CURRY RD Y	5388	7/29/2024	Bladed
Area 5	CURRY RD 14	CURRY RD V	CURRY RD W	5270	7/29/2024	Bladed
Area 5	CURRY RD X	CURRY RD 12	CURRY RD 14	10552	7/25/2024	Bladed
Area 2	CURRY RD U.5	US 60 84	CURRY RD 11	3392	7/24/2024	Bladed
Area 1	CURRY RD B	CURRY RD 7	S COLLEGE ST	3850	7/24/2024	Bladed
Area 2	CURRY RD U	CURRY RD 8	US 60 84	12130	7/24/2024	Bladed
Area 1	CURRY RD B	CURRY RD 6	CURRY RD 7	5292	7/24/2024	Bladed
Area 1	CURRY RD 4	STATE RD 348	CURRY RD B	3689	7/24/2024	Bladed
Area 9	CURRY RD H.5	CURRY RD 47	END	6563	7/24/2024	Bladed

Area 10	CURRY RD 34	CURRY RD Q	CURRY RD S	10513	7/23/2024	Bladed
Area 10	CURRY RD 34	CURRY RD S	CURRY RD T	5267	7/23/2024	Bladed
Area 10	CURRY RD P	CURRY RD 30.5	CURRY RD 29	5266	7/23/2024	Bladed
Area 10	CURRY RD Q	CURRY RD 31	CURRY RD 33	15094	7/22/2024	Bladed

Group Total: 112

Group: Bladed - fixed washouts

Area 6	CURRY RD L	CURRY RD 19	CURRY RD 20	5768	9/12/2024	Bladed - fixed washouts
Area 6	CURRY RD M	CURRY RD 16	CURRY RD 17	5316	9/11/2024	Bladed - fixed washouts
Area 6	CURRY RD M	CURRY RD 16	CURRY RD 17	5316	9/11/2024	Bladed - fixed washouts
Area 10	CURRY RD 17	CURRY RD K	CURRY RD L	5304	9/9/2024	Bladed - fixed washouts
Area 6	CURRY RD L	CURRY RD 16	CURRY RD 17	5335	9/9/2024	Bladed - fixed washouts
Area 5	CURRY RD L	CURRY RD 17	CURRY RD 18	5335	9/9/2024	Bladed - fixed washouts
Area 6	CURRY RD L	CURRY RD 20	CURRY RD 21	5292	9/9/2024	Bladed - fixed washouts
Area 8	CURRY RD 29	CURRY RD C	STATE RD 209	44556	9/5/2024	Bladed - fixed washouts
Area 2	CURRY RD L	CURRY RD 15	CURRY RD 16	5309	9/4/2024	Bladed - fixed washouts
Area 6	CURRY RD 23	CURRY RD P	CURRY RD R	10478	9/4/2024	Bladed - fixed washouts
Area 6	CURRY RD R	CURRY RD 18	CURRY RD 22	15140	9/4/2024	Bladed - fixed washouts
Area 6	CURRY RD P	CURRY RD 22	CURRY RD 23	5327	9/4/2024	Bladed - fixed washouts
Area 6	CURRY RD 18	CURRY RD Q	CURRY RD R	5314	9/3/2024	Bladed - fixed washouts
Area 6	CURRY RD P	CURRY RD 23	STATE RD 288	3731	9/3/2024	Bladed - fixed washouts
Area 6	CURRY RD R	STATE RD 311	CURRY RD 18	5238	9/3/2024	Bladed - fixed washouts
Area 6	CURRY RD 22	CURRY RD P	CURRY RD R	10504	8/28/2024	Bladed - fixed washouts
Area 9	CURRY RD B	STATE RD 241	CURRY RD 40	5279	8/28/2024	Bladed - fixed washouts
Area 6	CURRY RD T	CURRY RD 18	CURRY RD 20	5253	8/27/2024	Bladed - fixed washouts
Area 6	CURRY RD R	CURRY RD 16	STATE RD 311	5310	8/22/2024	Bladed - fixed washouts
Area 8	CURRY RD 36	CURRY RD E	CURRY RD F	8120	8/21/2024	Bladed - fixed washouts
Area 8	CURRY RD 36	CURRY RD D	CURRY RD E	2443	8/21/2024	Bladed - fixed washouts
Area 5	CURRY RD Z	END	US 60 84	6178	8/19/2024	Bladed - fixed washouts
Area 8	CURRY RD F	STATE RD 19	CURRY RD 34	5336	8/15/2024	Bladed - fixed washouts
Area 6	CURRY RD S	CURRY RD 20	CURRY RD 22	10603	8/15/2024	Bladed - fixed washouts
Area 7	CURRY RD 26	CURRY RD D	CURRY RD H	5136	8/15/2024	Bladed - fixed washouts
Area 7	CURRY RD 26	CURRY RD H	CURRY RD J	10689	8/15/2024	Bladed - fixed washouts
Area 4	CURRY RD AD	CURRY RD 23	STATE RD 288	14196	8/15/2024	Bladed - fixed washouts
Area 4	CURRY RD 28	CURRY RD AD	CURRY RD AE	5253	8/14/2024	Bladed - fixed washouts
Area 4	CURRY RD 28	CURRY RD AE	CURRY RD AF	5319	8/13/2024	Bladed - fixed washouts
Area 4	CURRY RD AF	CURRY RD 28	END	10569	8/12/2024	Bladed - fixed washouts
Area 4	CURRY RD AF	CURRY RD 27	CURRY RD 28	5293	8/12/2024	Bladed - fixed washouts
Area 9	CURRY RD F	CURRY RD 42	CURRY RD 43	5286	8/12/2024	Bladed - fixed washouts
Area 4	CURRY RD AF	STATE RD 288	CURRY RD 27	5277	8/12/2024	Bladed - fixed washouts
Area 7	CURRY RD F	CURRY RD 20	CURRY RD 21	5365	8/7/2024	Bladed - fixed washouts
Area 7	CURRY RD F	CURRY RD 19	CURRY RD 20	5267	8/7/2024	Bladed - fixed washouts
Area 6	CURRY RD S	STATE RD 311	CURRY RD 18	5283	8/7/2024	Bladed - fixed washouts
Area 6	CURRY RD T	CURRY RD 18	CURRY RD 20	5253	8/6/2024	Bladed - fixed washouts
Area 4	CURRY RD Z	STATE RD 311	CURRY RD 22	10700	8/6/2024	Bladed - fixed washouts
Area 10	CURRY RD 34	CURRY RD M	CURRY RD P	10560	8/5/2024	Bladed - fixed washouts
Area 10	CURRY RD 33	CURRY RD S	CURRY RD T	10491	8/5/2024	Bladed - fixed washouts
Area 10	CURRY RD 33	CURRY RD S	CURRY RD T	10491	8/5/2024	Bladed - fixed washouts
Area 9	CURRY RD 44	CURRY RD B	Tx. state line	5288	8/1/2024	Bladed - fixed washouts
Area 9	CURRY RD C	CURRY RD 44	CURRY RD 45	5290	8/1/2024	Bladed - fixed washouts
Area 9	CURRY RD C	CURRY RD 44	CURRY RD 45	5290	8/1/2024	Bladed - fixed washouts
Area 9	CURRY RD L	CURRY RD 47	END	7110	7/29/2024	Bladed - fixed washouts
Area 10	CURRY RD 34	CURRY RD M	CURRY RD P	10560	7/29/2024	Bladed - fixed washouts
Area 6	CURRY RD T	STATE RD 311	CURRY RD 18	5286	7/29/2024	Bladed - fixed washouts
Area 6	CURRY RD U	CURRY RD 20	CURRY RD 22	10790	7/29/2024	Bladed - fixed washouts
Area 6	CURRY RD 20	CURRY RD U	STATE RD 311	5791	7/29/2024	Bladed - fixed washouts
Area 7	CURRY RD 26	CURRY RD J	STATE RD 209	5164	7/29/2024	Bladed - fixed washouts
Area 9	CURRY RD B	CURRY RD 45	CURRY RD 46	5268	7/26/2024	Bladed - fixed washouts

Area 9	CURRY RD 45	CURRY RD B	CURRY RD C	5299	7/26/2024	Bladed - fixed washouts
Area 9	CURRY RD 45	CURRY RD C	CURRY RD D	5299	7/26/2024	Bladed - fixed washouts
Area 4	CURRY RD 23	CURRY RD AF	CURRY RD AH	10544	7/25/2024	Bladed - fixed washouts
Area 4	CURRY RD 23	CURRY RD AH	CURRY RD AI	5285	7/25/2024	Bladed - fixed washouts
Area 4	CURRY RD 27	CURRY RD AK	CURRY RD AL	5254	7/25/2024	Bladed - fixed washouts
Area 4	CURRY RD 27	STATE RD 268	CURRY RD AK	5298	7/25/2024	Bladed - fixed washouts
Area 6	CURRY RD 23	CURRY RD K	CURRY RD L	5430	7/25/2024	Bladed - fixed washouts
Area 6	CURRY RD L	CURRY RD 23	STATE RD 288	3449	7/24/2024	Bladed - fixed washouts
Area 6	CURRY RD 23	CURRY RD N	CURRY RD O	5287	7/24/2024	Bladed - fixed washouts
Area 6	CURRY RD P	CURRY RD 23	STATE RD 288	3731	7/24/2024	Bladed - fixed washouts
Area 4	CURRY RD 21	CURRY RD AF	CURRY RD AG	5298	7/24/2024	Bladed - fixed washouts
Area 6	CURRY RD L	CURRY RD 23	STATE RD 288	3449	7/24/2024	Bladed - fixed washouts
Area 1	CURRY RD I	CURRY RD 5	CURRY RD 6	5377	7/24/2024	Bladed - fixed washouts
Area 4	CURRY RD AH	CURRY RD 21	CURRY RD 23	10629	7/23/2024	Bladed - fixed washouts
Area 6	CURRY RD 23	CURRY RD P	CURRY RD R	10478	7/23/2024	Bladed - fixed washouts
Area 6	CURRY RD 23	CURRY RD P	CURRY RD R	10478	7/23/2024	Bladed - fixed washouts
Area 2	CURRY RD U	CURRY RD 8	US 60 84	12130	7/22/2024	Bladed - fixed washouts

Group Total: 68

Group: Bladed and worked ditches

Area 6	CURRY RD 17	CURRY RD M	CURRY RD N	5299	9/11/2024	Bladed and worked ditches
Area 6	CURRY RD 17	CURRY RD M	CURRY RD N	5299	9/10/2024	Bladed and worked ditches
Area 7	CURRY RD 21	CURRY RD C	CURRY RD D	5279	9/10/2024	Bladed and worked ditches
Area 7	CURRY RD C	CURRY RD 20	CURRY RD 21	5283	9/10/2024	Bladed and worked ditches
Area 7	CURRY RD 19	STATE RD 108	CURRY RD C	5280	9/9/2024	Bladed and worked ditches
Area 7	CURRY RD C	CURRY RD 19	CURRY RD 20	5283	9/9/2024	Bladed and worked ditches
Area 6	CURRY RD 22	CURRY RD N	CURRY RD P	10922	8/29/2024	Bladed and worked ditches
Area 6	CURRY RD L	CURRY RD 19	CURRY RD 20	5768	8/29/2024	Bladed and worked ditches
Area 6	CURRY RD 22	CURRY RD R	CURRY RD S	5248	8/27/2024	Bladed and worked ditches
Area 6	CURRY RD 18	CURRY RD S	CURRY RD T	5304	8/22/2024	Bladed and worked ditches
Area 4	CURRY RD 28	CURRY RD AH	STATE RD 268	10407	8/21/2024	Bladed and worked ditches
Area 6	CURRY RD 18	CURRY RD T	STATE RD 311	10609	8/20/2024	Bladed and worked ditches
Area 6	CURRY RD R	CURRY RD 16	STATE RD 311	5310	8/19/2024	Bladed and worked ditches
Area 6	CURRY RD T	CURRY RD 16	STATE RD 311	5248	8/19/2024	Bladed and worked ditches
Area 10	CURRY RD 38	STATE RD 209	CURRY RD L	5334	8/19/2024	Bladed and worked ditches
Area 6	CURRY RD 18	CURRY RD R	CURRY RD S	5280	8/15/2024	Bladed and worked ditches
Area 6	CURRY RD S	CURRY RD 18	CURRY RD 20	5287	8/15/2024	Bladed and worked ditches
Area 6	CURRY RD S	CURRY RD 18	CURRY RD 20	5287	8/15/2024	Bladed and worked ditches
Area 4	CURRY RD AD	CURRY RD 28	CURRY RD 30	10640	8/14/2024	Bladed and worked ditches
Area 4	CURRY RD AF	CURRY RD 27	CURRY RD 28	5293	8/12/2024	Bladed and worked ditches
Area 4	CURRY RD AF	CURRY RD 28	END	10569	8/12/2024	Bladed and worked ditches
Area 9	CURRY RD 43	CURRY RD E	CURRY RD G	5298	8/12/2024	Bladed and worked ditches
Area 10	CURRY RD 38	STATE RD 209	CURRY RD L	5334	8/12/2024	Bladed and worked ditches
Area 7	CURRY RD 21	STATE RD 108	CURRY RD C	5286	8/12/2024	Bladed and worked ditches
Area 4	CURRY RD AF	STATE RD 288	CURRY RD 27	5277	8/12/2024	Bladed and worked ditches
Area 9	CURRY RD 44	CURRY RD G	CURRY RD H	3762	8/8/2024	Bladed and worked ditches
Area 5	CURRY RD 19	STATE RD 224	CURRY RD AF	5291	8/6/2024	Bladed and worked ditches
Area 6	CURRY RD 20	CURRY RD T	CURRY RD U	5322	8/6/2024	Bladed and worked ditches
Area 4	CURRY RD 27	CURRY RD AF	CURRY RD AH	10590	8/6/2024	Bladed and worked ditches
Area 4	CURRY RD 27	CURRY RD AH	STATE RD 268	10516	8/5/2024	Bladed and worked ditches
Area 6	CURRY RD 22	CURRY RD L	CURRY RD M	5293	7/30/2024	Bladed and worked ditches
Area 9	CURRY RD 46	CURRY RD J	STATE RD 275	5303	7/29/2024	Bladed and worked ditches
Area 6	CURRY RD L	CURRY RD 22	CURRY RD 23	5306	7/25/2024	Bladed and worked ditches
Area 1	CURRY RD B	CURRY RD 3	CURRY RD 4	5309	7/25/2024	Bladed and worked ditches
Area 4	CURRY RD AH	CURRY RD 20	CURRY RD 21	5315	7/24/2024	Bladed and worked ditches
Area 4	CURRY RD AH	CURRY RD 19	CURRY RD 20	5311	7/24/2024	Bladed and worked ditches

Group Total: 36

Group: Building - Maintenance (build up)

Area 5	CURRY RD 13	CURRY RD AB	STATE RD 224	15485	9/10/2024	Building - Maintenance (build up)
Area 3	CURRY RD AL	CURRY RD 15	CURRY RD 16	5303	9/5/2024	Building - Maintenance (build up)
Area 3	CURRY RD AL	CURRY RD 16	CURRY RD 17	5274	9/4/2024	Building - Maintenance (build up)
Area 8	CURRY RD 29	CURRY RD C	STATE RD 209	44556	9/4/2024	Building - Maintenance (build up)
Area 7	CURRY RD 21	CURRY RD C	CURRY RD D	5279	8/14/2024	Building - Maintenance (build up)
Area 7	CURRY RD 23	CURRY RD F	CURRY RD G	5271	8/8/2024	Building - Maintenance (build up)
Area 7	CURRY RD 23	CURRY RD E	CURRY RD F	5298	8/6/2024	Building - Maintenance (build up)
Area 7	CURRY RD 23	CURRY RD G	CURRY RD H	5287	8/5/2024	Building - Maintenance (build up)
Area 7	CURRY RD H	CURRY RD 23	CURRY RD 24	3371	8/1/2024	Building - Maintenance (build up)
Area 7	CURRY RD H	CURRY RD 24	CURRY RD 26	10580	7/31/2024	Building - Maintenance (build up)
Area 1	CURRY RD 12	STATE RD 108	END	5206	7/29/2024	Building - Maintenance (build up)
Area 6	CURRY RD 23	CURRY RD O	CURRY RD P	5285	7/25/2024	Building - Maintenance (build up)
Area 6	CURRY RD 23	CURRY RD O	CURRY RD P	5285	7/24/2024	Building - Maintenance (build up)
Area 6	CURRY RD 23	CURRY RD N	CURRY RD O	5287	7/23/2024	Building - Maintenance (build up)
Area 4	CURRY RD AH	CURRY RD 21	CURRY RD 23	10629	7/23/2024	Building - Maintenance (build up)
Area 9	CURRY RD J	CURRY RD 45	CURRY RD 46	5387	7/23/2024	Building - Maintenance (build up)

Group Total: 16

Group: Caliche

Area 9	CURRY RD C	STATE RD 241	CURRY RD 43	6189	8/28/2024	Caliche

Group Total: 1

Group: Ditches - Cleaned

Area 6	CURRY RD T	CURRY RD 18	CURRY RD 20	5253	8/20/2024	Ditches - Cleaned
Area 2	CURRY RD 16	CURRY RD R	CURRY RD S	5312	8/19/2024	Ditches - Cleaned
Area 6	CURRY RD S	CURRY RD 18	CURRY RD 20	5287	8/8/2024	Ditches - Cleaned

Group Total: 3

Group: Ditches - Re-establishing

Area 2	CURRY RD 16	CURRY RD T	CURRY RD V	10603	8/27/2024	Ditches - Re-establishing

Total Blading **1642535** **Group Total: 1**

Group: Patching

Area 7	CURRY RD 19	CURRY RD C	CURRY RD D	5281	9/12/2024	Patching
Area 7	CURRY RD D	CURRY RD 18	CURRY RD 19	5271	9/11/2024	Patching
Area 7	CURRY RD D	STATE RD 77	CURRY RD 18	353	9/11/2024	Patching
Area 7	CURRY RD C	STATE RD 77	CURRY RD 19	5277	9/10/2024	Patching
Area 8	CURRY RD D	CURRY RD 35	CURRY RD 36	5262	9/3/2024	Patching
Area 1	CURRY RD 7	CURRY RD H	CURRY RD I	5281	9/3/2024	Patching
Area 1	CURRY RD 7	CURRY RD G	CURRY RD H	5374	8/28/2024	Patching
Area 1	CURRY RD 7	CURRY RD H	CURRY RD I	5281	8/28/2024	Patching
Area 2	CURRY RD 5	US 70	CURRY RD K	5382	8/27/2024	Patching
Area 2	CURRY RD 5	CURRY RD K	CURRY RD L	5298	8/27/2024	Patching
Area 7	CURRY RD H	END	CURRY RD 22	5303	8/26/2024	Patching
Area 7	CURRY RD 22	CURRY RD H	CURRY RD I	5265	8/26/2024	Patching
Area 2	CURRY RD N	US 60 84	CURRY RD 11	5302	8/22/2024	Patching
Area 2	CURRY RD S	US 60 84	CURRY RD 11	4568	8/21/2024	Patching
Area 2	CURRY RD 12	CURRY RD R	CURRY RD S	5355	8/21/2024	Patching
Area 2	CURRY RD S	CURRY RD 11	CURRY RD 12	5263	8/21/2024	Patching
Area 2	CURRY RD 6	STATE RD 467	CURRY RD R	5262	8/21/2024	Patching
Area 2	CURRY RD 6	STATE RD 467	CURRY RD R	5262	8/20/2024	Patching
Area 2	CURRY RD M	CURRY RD 7	CURRY RD 8	5264	8/20/2024	Patching
Area 2	CURRY RD M	CURRY RD 8	CURRY RD 9	5266	8/20/2024	Patching
Area 2	CURRY RD 6	CURRY RD N	CURRY RD O	5303	8/20/2024	Patching
Area 2	CURRY RD O	CURRY RD 9	US 60 84	5318	8/14/2024	Patching
Area 1	CURRY RD 11	CURRY RD A	STATE RD 108	2328	8/13/2024	Patching

Area 1	CURRY RD 12	CURRY RD G	HUMPHREY RD	5296	8/13/2024	Patching
Area 2	CURRY RD L	CURRY RD 13	CURRY RD 14	5313	8/13/2024	Patching
Area 2	CURRY RD 14	CURRY RD K	CURRY RD L	5231	8/13/2024	Patching
Area 2	CURRY RD 14	CURRY RD L	CURRY RD M	5320	8/13/2024	Patching
Area 1	PIONEER RD	CURRY RD 9.5	HERITAGE RD	633	8/12/2024	Patching
Area 2	HERITAGE RD	SKYLINE DR	PIONEER RD	1323	8/12/2024	Patching
Area 1	MADERA PL	CURRY RD 9	SUMAC TRL	627	8/12/2024	Patching
Area 2	SUMAC TRL	MADERA PL	BROOK RD	899	8/12/2024	Patching
Area 2	HISTORIC DR	FRONTIER RD	STATE RD 467	661	8/12/2024	Patching
Area 1	CURRY RD 8	CURRY RD F	CURRY RD G	5278	8/8/2024	Patching
Area 2	CURRY RD N	CURRY RD 11	STATE RD 245	5272	8/8/2024	Patching
Area 2	CURRY RD N	RYAN RD	CURRY RD 14	2621	8/6/2024	Patching
Area 2	CURRY RD N	RYAN RD	CURRY RD 14	2621	8/6/2024	Patching
Area 2	CURRY RD N	CURRY RD 13	RYAN RD	2685	8/6/2024	Patching
Area 1	CURRY RD 6	CURRY RD I	US 70	5262	8/5/2024	Patching
Area 1	CURRY RD 6	CURRY RD G	CURRY RD H	5423	8/5/2024	Patching
Area 2	CURRY RD K	CURRY RD 5	CURRY RD 6	5304	8/5/2024	Patching
Area 2	CURRY RD K	CURRY RD 4	CURRY RD 5	5261	8/5/2024	Patching
Area 8	CURRY RD B	CURRY RD 38	STATE RD 241	5267	8/1/2024	Patching
Area 8	CURRY RD B	CURRY RD 34	CURRY RD 36	10572	8/1/2024	Patching
Area 8	CURRY RD B	CURRY RD 37	CURRY RD 38	5257	8/1/2024	Patching
Area 8	CURRY RD B	CURRY RD 36	CURRY RD 37	5276	8/1/2024	Patching
Area 8	CURRY RD B	STATE RD 19	CURRY RD 34	7881	8/1/2024	Patching
Area 1	CURRY RD G	CURRY RD 8	CURRY RD 9	5278	8/1/2024	Patching
Area 1	CURRY RD G	CURRY RD 7	CURRY RD 8	5294	8/1/2024	Patching
Area 1	CURRY RD G	CURRY RD 5	CURRY RD 6	5349	8/1/2024	Patching
Area 1	CURRY RD G	CURRY RD 6	CURRY RD 7	5247	8/1/2024	Patching
Area 1	CURRY RD G	CURRY RD 6	CURRY RD 7	5247	8/1/2024	Patching
Area 1	CURRY RD G	CURRY RD 3	CURRY RD 4	5334	8/1/2024	Patching
Area 1	CURRY RD G	CURRY RD 4	CURRY RD 5	5284	8/1/2024	Patching
Area 1	CURRY RD 10	CURRY RD E	CURRY RD F	5315	7/31/2024	Patching
Area 1	CURRY RD 10	CURRY RD F	CURRY RD G	5266	7/31/2024	Patching

Group Total: 55

Group: Patching - Intersection

Area 2	CURRY RD 16	CURRY RD N	STATE RD 311	15929	9/11/2024	Patching - Intersection
Area 1	CURRY RD G	CURRY RD 7	CURRY RD 8	5294	8/27/2024	Patching - Intersection
Area 2	CURRY RD S	CURRY RD 11	CURRY RD 12	5263	8/21/2024	Patching - Intersection
Area 2	CURRY RD 9	CONESTOGA TRL	FRONTIER RD	957	8/20/2024	Patching - Intersection
Area 2	CAROLINA ST	CURRY RD 8	DAKOTA ST	794	8/14/2024	Patching - Intersection
Area 2	CURRY RD L	CURRY RD 13	CURRY RD 14	5313	8/13/2024	Patching - Intersection
Area 2	CURRY RD N	US 60 84	CURRY RD 11	5302	8/8/2024	Patching - Intersection
Area 6	CURRY RD N	CURRY RD 16	CURRY RD 17	5294	8/6/2024	Patching - Intersection
Area 6	CURRY RD N	CURRY RD 23	STATE RD 288	3419	8/6/2024	Patching - Intersection
Area 1	CURRY RD 8	CURRY RD F	CURRY RD G	5278	8/5/2024	Patching - Intersection
Area 1	CURRY RD G	CURRY RD 8	CURRY RD 9	5278	7/31/2024	Patching - Intersection

Total for Patching **318135** **Group Total: 11**

Group: Shredding

Area 2	CURRY RD 8	S MAIN ST	CURRY RD K	2723	9/10/2024	Shredding
Area 2	CURRY RD 8	CURRY RD K	CURRY RD L	5287	9/10/2024	Shredding
Area 2	CURRY RD L	CURRY RD 8	W BRADY AVE	5196	9/10/2024	Shredding
Area 2	CURRY RD K	CURRY RD 6	CURRY RD 7	5347	9/10/2024	Shredding
Area 2	CURRY RD K	CURRY RD 7	CURRY RD 8	5176	9/10/2024	Shredding
Area 1	CURRY RD 7	US 70	CURRY RD K	5412	9/10/2024	Shredding
Area 2	CURRY RD 7	CURRY RD K	CURRY RD L	5226	9/10/2024	Shredding
Area 1	CURRY RD 6	US 70	CURRY RD J.1	724	9/9/2024	Shredding
Area 1	CURRY RD 6	CURRY RD J.1	CASTLE RD	122	9/9/2024	Shredding
Area 2	CURRY RD 6	CASTLE RD	CURRY RD K	4571	9/9/2024	Shredding

Area 2	CURRY RD 6	CURRY RD K	CURRY RD L	5220	9/9/2024	Shredding
Area 2	CURRY RD 6	CURRY RD L	CURRY RD M	5277	9/9/2024	Shredding
Area 2	CURRY RD 6	CURRY RD M	CURRY RD N	5337	9/9/2024	Shredding
Area 2	CURRY RD 6	CURRY RD O	CURRY RD P	5327	9/9/2024	Shredding
Area 2	CURRY RD 6	CURRY RD P	STATE RD 467	5276	9/9/2024	Shredding
Area 2	CURRY RD 6	STATE RD 467	CURRY RD R	5262	9/9/2024	Shredding
Area 2	CURRY RD 5	US 70	CURRY RD K	5382	9/9/2024	Shredding
Area 2	CURRY RD L	CURRY RD 5	CURRY RD 6	5316	9/9/2024	Shredding
Area 2	CURRY RD 6	CURRY RD N	CURRY RD O	5303	9/9/2024	Shredding
Area 2	CURRY RD 5	CURRY RD K	CURRY RD L	5298	9/9/2024	Shredding
Area 2	CURRY RD L	CURRY RD 4	CURRY RD 5	5231	9/9/2024	Shredding
Area 3	CURRY RD AN	CURRY RD 16	CURRY RD 17	5340	9/9/2024	Shredding
Area 3	CURRY RD AN	CURRY RD 15	CURRY RD 16	5244	9/9/2024	Shredding
Area 3	CURRY RD AI	CURRY RD 14	CURRY RD 15	5297	9/9/2024	Shredding
Area 3	CURRY RD 14	CURRY RD AK	CURRY RD AM	10613	9/9/2024	Shredding
Area 3	CURRY RD 14	CURRY RD AM	CURRY RD AN	5279	9/9/2024	Shredding
Area 3	CURRY RD AN	CURRY RD 14	CURRY RD 15	5284	9/9/2024	Shredding
Area 3	CURRY RD 14	CURRY RD AN	CURRY RD AP	10420	9/9/2024	Shredding
Area 3	CURRY RD 14	CURRY RD AI	STATE RD 268	5243	9/9/2024	Shredding
Area 3	CURRY RD 14	STATE RD 268	CURRY RD AK	5186	9/9/2024	Shredding
Area 9	CURRY RD 42	CURRY RD E	CURRY RD F	5269	9/5/2024	Shredding
Area 9	CURRY RD 42	CURRY RD F	CURRY RD G	5309	9/5/2024	Shredding
Area 9	CURRY RD 42	CURRY RD G	CURRY RD H	5288	9/5/2024	Shredding
Area 9	CURRY RD 42	CURRY RD I	CURRY RD J	5287	9/5/2024	Shredding
Area 9	CURRY RD H	CURRY RD 41	CURRY RD 42	5277	9/5/2024	Shredding
Area 9	CURRY RD 45	CURRY RD D	CURRY RD E	5262	9/4/2024	Shredding
Area 9	CURRY RD E	CURRY RD 45	CURRY RD 46	5263	9/4/2024	Shredding
Area 9	CURRY RD 45	CURRY RD C	CURRY RD D	5299	9/4/2024	Shredding
Area 9	CURRY RD 45	CURRY RD C	CURRY RD D	5299	9/4/2024	Shredding
Area 9	CURRY RD D	CURRY RD 45	CURRY RD 46	5339	9/4/2024	Shredding
Area 9	CURRY RD D	CURRY RD 46	CURRY RD 47	5204	9/4/2024	Shredding
Area 9	CURRY RD E	CURRY RD 46	CURRY RD 47	5281	9/4/2024	Shredding
Area 9	CURRY RD 46	CURRY RD D	CURRY RD E	3798	9/4/2024	Shredding
Area 9	CURRY RD 46	CURRY RD C	CURRY RD D	5179	9/4/2024	Shredding
Area 9	CURRY RD D	CURRY RD 46	CURRY RD 47	5204	9/4/2024	Shredding
Area 9	CURRY RD 45	CURRY RD C	CURRY RD D	5299	9/4/2024	Shredding
Area 9	CURRY RD D	CURRY RD 45	CURRY RD 46	5339	9/4/2024	Shredding
Area 9	CURRY RD 45	CURRY RD D	CURRY RD E	5262	9/4/2024	Shredding
Area 9	CURRY RD E	CURRY RD 46	CURRY RD 47	5281	9/4/2024	Shredding
Area 2	CURRY RD 4	CURRY RD L	CURRY RD M	5276	9/4/2024	Shredding
Area 2	CURRY RD 4	US 70	CURRY RD K	5415	9/4/2024	Shredding
Area 2	CURRY RD 4	CURRY RD K	CURRY RD L	2718	9/4/2024	Shredding
Area 2	CURRY RD K	CURRY RD 3	CURRY RD 4	5330	9/4/2024	Shredding
Area 2	CURRY RD K	CURRY RD 4	CURRY RD 5	5261	9/3/2024	Shredding
Area 2	CURRY RD K	CURRY RD 5	CURRY RD 6	5304	9/3/2024	Shredding
Area 3	CURRY RD 15	CURRY RD AL	CURRY RD AM	5234	9/3/2024	Shredding
Area 3	CURRY RD 15	CURRY RD AM	CURRY RD AN	5304	9/3/2024	Shredding
Area 3	CURRY RD 15	CURRY RD AN	CURRY RD AP	10313	9/3/2024	Shredding
Area 3	CURRY RD 15	STATE RD 268	CURRY RD AK	5276	9/3/2024	Shredding
Area 3	CURRY RD 15	CURRY RD AK	CURRY RD AL	5354	9/3/2024	Shredding
Area 4	CURRY RD 27	CURRY RD AK	CURRY RD AL	5254	8/29/2024	Shredding
Area 4	CURRY RD 27	STATE RD 268	CURRY RD AK	5298	8/29/2024	Shredding
Area 4	CURRY RD 27	CURRY RD AL	CURRY RD AN	10577	8/28/2024	Shredding
Area 4	CURRY RD 27	CURRY RD AL	CURRY RD AN	10577	8/28/2024	Shredding
Area 4	CURRY RD 27	CURRY RD AH	STATE RD 268	10516	8/28/2024	Shredding
Area 4	CURRY RD 21	STATE RD 224	CURRY RD AF	5284	8/28/2024	Shredding
Area 5	CURRY RD 13	CURRY RD AB	STATE RD 224	15485	8/28/2024	Shredding
Area 4	CURRY RD 28	CURRY RD AK	CURRY RD AL	5313	8/28/2024	Shredding

Area 4	CURRY RD 28	CURRY RD AH	STATE RD 268	10407	8/28/2024	Shredding
Area 4	CURRY RD AH	CURRY RD 27	CURRY RD 28	5295	8/28/2024	Shredding
Area 1	SOUTHFORK DR	JOCK DR	END	1283	8/28/2024	Shredding
Area 1	SOUTHFORK DR	US 70	JOCK DR	1404	8/28/2024	Shredding
Area 2	CURRY RD 4	US 70	CURRY RD K	5415	8/28/2024	Shredding
Area 1	CURRY RD 3	CURRY RD F	CURRY RD G	5287	8/27/2024	Shredding
Area 1	CURRY RD 3	CURRY RD G	CURRY RD I	8031	8/27/2024	Shredding
Area 1	CURRY RD 3	CURRY RD I	US70	5707	8/27/2024	Shredding
Area 1	CURRY RD 6	STATE RD 348	CURRY RD B	3680	8/27/2024	Shredding
Area 1	CURRY RD 6	CURRY RD B	CURRY RD C	5270	8/27/2024	Shredding
Area 1	CURRY RD 6	CURRY RD C	CURRY RD D	5284	8/27/2024	Shredding
Area 1	CURRY RD 6	CURRY RD D	CURRY RD E	5266	8/27/2024	Shredding
Area 4	CURRY RD AL	CURRY RD 21	STATE RD 89	5285	8/27/2024	Shredding
Area 4	CURRY RD AM	CURRY RD 21	STATE RD 89	5270	8/27/2024	Shredding
Area 4	CURRY RD AM	CURRY RD 20	CURRY RD 21	5291	8/27/2024	Shredding
Area 4	CURRY RD 20	STATE RD 268	CURRY RD AL	5271	8/27/2024	Shredding
Area 4	CURRY RD AL	CURRY RD 20	CURRY RD 21	5306	8/27/2024	Shredding
Area 4	CURRY RD 20	CURRY RD AL	CURRY RD AM	5278	8/27/2024	Shredding
Area 4	CURRY RD AM	CURRY RD 19	CURRY RD 20	5281	8/27/2024	Shredding
Area 4	CURRY RD AL	CURRY RD 19	CURRY RD 20	5305	8/27/2024	Shredding
Area 4	CURRY RD AN	CURRY RD 27	STATE RD 312	15910	8/27/2024	Shredding
Area 4	CURRY RD AN	CURRY RD 25	CURRY RD 27	10583	8/27/2024	Shredding
Area 4	CURRY RD 23	CURRY RD AM	CURRY RD AN	5289	8/27/2024	Shredding
Area 4	CURRY RD AN	CURRY RD 23	CURRY RD 25	4408	8/27/2024	Shredding
Area 4	CURRY RD AM	STATE RD 89	CURRY RD 23	5287	8/27/2024	Shredding
Area 4	CURRY RD AL	STATE RD 89	CURRY RD 25	14936	8/26/2024	Shredding
Area 4	CURRY RD AL	CURRY RD 26	CURRY RD 27	5301	8/26/2024	Shredding
Area 4	CURRY RD 26	STATE RD 268	CURRY RD AL	10554	8/26/2024	Shredding
Area 4	CURRY RD AL	CURRY RD 25	CURRY RD 26	5280	8/26/2024	Shredding
Area 4	CURRY RD AL	CURRY RD 27	CURRY RD 28	5276	8/26/2024	Shredding
Area 1	CURRY RD E	CURRY RD 4	CURRY RD 5	5292	8/23/2024	Shredding
Area 1	CURRY RD E	CURRY RD 5	CURRY RD 6	5315	8/23/2024	Shredding
Area 1	CURRY RD 6	CURRY RD H	CURRY RD I	5388	8/23/2024	Shredding
Area 1	CURRY RD 6	CURRY RD I	US 70	5262	8/23/2024	Shredding
Area 1	CURRY RD E	CURRY RD 3	CURRY RD 4	5329	8/23/2024	Shredding
Area 1	CURRY RD 6	CURRY RD E	CURRY RD F	5292	8/23/2024	Shredding
Area 1	CURRY RD 6	CURRY RD F	CURRY RD G	5303	8/23/2024	Shredding
Area 1	CURRY RD 6	CURRY RD G	CURRY RD H	5423	8/23/2024	Shredding
Area 4	CURRY RD AF	CURRY RD 21	CURRY RD 23	10606	8/22/2024	Shredding
Area 4	CURRY RD 21	CURRY RD AF	CURRY RD AG	5298	8/22/2024	Shredding
Area 4	CURRY RD 21	CURRY RD AG	CURRY RD AH	5322	8/22/2024	Shredding
Area 4	CURRY RD 21	CURRY RD AH	STATE RD 268	10352	8/22/2024	Shredding
Area 4	CURRY RD AL	CURRY RD 21	STATE RD 89	5285	8/22/2024	Shredding
Area 9	CURRY RD F	STATE RD 241	CURRY RD 41	10890	8/22/2024	Shredding
Area 9	CURRY RD 41	CURRY RD C	CURRY RD E	7858	8/21/2024	Shredding
Area 9	CURRY RD 41	CURRY RD E	CURRY RD G	5286	8/21/2024	Shredding
Area 9	CURRY RD 41	CURRY RD F	CURRY RD H	10584	8/21/2024	Shredding
Area 9	CURRY RD E	CURRY RD 43	CURRY RD 45	10638	8/21/2024	Shredding
Area 1	CURRY RD G	CURRY RD 7	CURRY RD 8	5294	8/20/2024	Shredding
Area 1	CURRY RD 7	CURRY RD G	CURRY RD H	5374	8/20/2024	Shredding
Area 1	CURRY RD 7	CURRY RD H	CURRY RD I	5281	8/20/2024	Shredding
Area 1	CURRY RD 7	CURRY RD I	US 70	5391	8/20/2024	Shredding
Area 1	CURRY RD G	CURRY RD 6	CURRY RD 7	5247	8/20/2024	Shredding
Area 1	CURRY RD G	CURRY RD 5	CURRY RD 6	5349	8/20/2024	Shredding
Area 1	CURRY RD G	CURRY RD 4	CURRY RD 5	5284	8/20/2024	Shredding
Area 1	CURRY RD G	CURRY RD 3	CURRY RD 4	5334	8/20/2024	Shredding
Area 9	CURRY RD C	CURRY RD 45	CURRY RD 46	5275	8/19/2024	Shredding
Area 9	CURRY RD C	STATE RD 241	CURRY RD 43	6189	8/19/2024	Shredding
Area 9	CURRY RD C	CURRY RD 44	CURRY RD 45	5290	8/19/2024	Shredding

Area 9	CURRY RD C	CURRY RD 43	CURRY RD 44	5301	8/19/2024	Shredding
Area 1	CURRY RD 9	CURRY RD G	CURRY RD H	5291	8/19/2024	Shredding
Area 1	CURRY RD 9	CURRY RD H	MARY ST	3590	8/19/2024	Shredding
Area 1	CURRY RD 8	CURRY RD G	CURRY RD H	5326	8/19/2024	Shredding
Area 1	CURRY RD 8	CURRY RD H	CURRY RD I	5292	8/19/2024	Shredding
Area 1	CURRY RD 8	CURRY RD I	US 70	2721	8/19/2024	Shredding
Area 1	CURRY RD E	CURRY RD 5	CURRY RD 6	5315	8/16/2024	Shredding
Area 1	CURRY RD E	CURRY RD 4	CURRY RD 5	5292	8/16/2024	Shredding
Area 1	CURRY RD 3	STATE RD 348	CURRY RD B	3708	8/16/2024	Shredding
Area 1	CURRY RD 3	CURRY RD B	CURRY RD C	5310	8/16/2024	Shredding
Area 1	CURRY RD 3	CURRY RD C	CURRY RD D	5275	8/16/2024	Shredding
Area 1	CURRY RD 3	CURRY RD D	CURRY RD E	5270	8/16/2024	Shredding
Area 1	CURRY RD E	CURRY RD 3	CURRY RD 4	5329	8/16/2024	Shredding
Area 1	CURRY RD 3	CURRY RD E	CURRY RD F	5289	8/16/2024	Shredding
Area 1	CURRY RD 3	CURRY RD F	CURRY RD G	5287	8/16/2024	Shredding
Area 1	CURRY RD 8	CURRY RD C.2	CURRY RD D	4083	8/15/2024	Shredding
Area 1	CURRY RD 8	CURRY RD D	CURRY RD E	3946	8/15/2024	Shredding
Area 1	CURRY RD 8	CURRY RD E	CURRY RD F	5319	8/15/2024	Shredding
Area 1	CURRY RD 8	CURRY RD F	CURRY RD G	5278	8/15/2024	Shredding
Area 1	CURRY RD 10	STATE RD 108	CURRY RD C	5275	8/15/2024	Shredding
Area 1	CURRY RD 10	CURRY RD C	CURRY RD C.2	2650	8/15/2024	Shredding
Area 1	CURRY RD 10	CURRY RD C.2	CURRY RD D	2626	8/15/2024	Shredding
Area 1	CURRY RD 10	CURRY RD D	CURRY RD D	1339	8/15/2024	Shredding
Area 1	CURRY RD 10	CURRY RD E	CURRY RD F	5315	8/15/2024	Shredding
Area 1	CURRY RD 10	CURRY RD D	CURRY RD E	5277	8/15/2024	Shredding
Area 9	CURRY RD B	CURRY RD 44	CURRY RD 45	5286	8/15/2024	Shredding
Area 9	CURRY RD B	CURRY RD 41	CURRY RD 44	15861	8/15/2024	Shredding
Area 9	CURRY RD B	CURRY RD 45	CURRY RD 46	5268	8/15/2024	Shredding
Area 9	CURRY RD 41	CURRY RD A	CURRY RD B	3881	8/15/2024	Shredding
Area 9	CURRY RD 41	CURRY RD B	CURRY RD c	5129	8/15/2024	Shredding
Area 9	CURRY RD B	STATE RD 241	CURRY RD 40	5279	8/15/2024	Shredding
Area 9	CURRY RD 40	CURRY RD A	CURRY RD B	3884	8/15/2024	Shredding
Area 9	CURRY RD B	CURRY RD 46	CURRY RD 47	5291	8/15/2024	Shredding
Area 8	CURRY RD F	CURRY RD 38	STATE RD 241	5286	8/14/2024	Shredding
Area 8	CURRY RD 38	CURRY RD F	CURRY RD H	10531	8/14/2024	Shredding
Area 8	CURRY RD F	CURRY RD 36	CURRY RD 38	10554	8/14/2024	Shredding
Area 8	CURRY RD F	CURRY RD 36	CURRY RD 38	10554	8/14/2024	Shredding
Area 8	CURRY RD 36	CURRY RD E	CURRY RD F	8120	8/14/2024	Shredding
Area 8	CURRY RD F	STATE RD 19	CURRY RD 34	5336	8/14/2024	Shredding
Area 8	CURRY RD F	END	STATE RD 19	946	8/14/2024	Shredding
Area 3	CURRY RD AI	CURRY RD 13	CURRY RD 14	5227	8/14/2024	Shredding
Area 5	CURRY RD 14	STATE RD 224	CURRY RD AF	5274	8/14/2024	Shredding
Area 5	CURRY RD AF	CURRY RD 14	CURRY RD 15	5251	8/14/2024	Shredding
Area 5	CURRY RD 14	CURRY RD AF	CURRY RD AH	10549	8/14/2024	Shredding
Area 5	CURRY RD 14	CURRY RD AH	CURRY RD AI	5275	8/14/2024	Shredding
Area 3	CURRY RD 14	CURRY RD AI	STATE RD 268	5243	8/14/2024	Shredding
Area 5	CURRY RD 15	STATE RD 224	CURRY RD AF	5304	8/14/2024	Shredding
Area 3	CURRY RD AI	TWELFTH	CURRY RD 13	5301	8/14/2024	Shredding
Area 2	FRONTIER RD	COTTONWOOD	CURRY RD 9	674	8/13/2024	Shredding
Area 2	FRONTIER RD	HISTORIC DR	COTTONWOOD DR	473	8/13/2024	Shredding
Area 2	FRONTIER RD	SETTLER PL	HISTORIC DR	1104	8/13/2024	Shredding
Area 2	DAKOTA ST	END	CAROLINA ST	183	8/13/2024	Shredding
Area 2	DAKOTA ST	CAROLINA ST	ALABAMA ST	545	8/13/2024	Shredding
Area 2	GROVE	END	STATE RD 467	2592	8/13/2024	Shredding
Area 2	DAKOTA ST	ALABAMA ST	MISSISSIPPI ST	1148	8/13/2024	Shredding
Area 2	CURRY RD V	CURRY RD 14	CURRY RD 15	5335	8/13/2024	Shredding
Area 2	CURRY RD V	CURRY RD 15	CURRY RD 16	5286	8/13/2024	Shredding
Area 2	CURRY RD V	CURRY RD 13	CURRY RD 14	5283	8/13/2024	Shredding

Area 8	CURRY RD I	END	STATE RD 19	5280	8/13/2024	Shredding
Area 8	CURRY RD H	CURRY RD 31	STATE RD 19	10571	8/13/2024	Shredding
Area 8	CURRY RD H	CURRY RD 38	STATE RD 241	5276	8/13/2024	Shredding
Area 8	CURRY RD H	STATE RD 19	CURRY RD 34	2943	8/13/2024	Shredding
Area 8	CURRY RD 34	CURRY RD D	CURRY RD F	10379	8/13/2024	Shredding
Area 8	CURRY RD 34	CURRY RD F	CURRY RD H	4445	8/13/2024	Shredding
Area 8	CURRY RD H	CURRY RD 34	CURRY RD 38	21140	8/13/2024	Shredding
Area 8	CURRY RD D	STATE RD 19	CURRY RD 32	5733	8/12/2024	Shredding
Area 8	CURRY RD D	CURRY RD 30.5	CURRY RD 31	2807	8/12/2024	Shredding
Area 8	CURRY RD C	CURRY RD 30.5	CURRY RD 31	2890	8/12/2024	Shredding
Area 8	CURRY RD 30.5	CURRY RD C	CURRY RD D	5315	8/12/2024	Shredding
Area 8	CURRY RD 29	END	STATE RD 108	3900	8/12/2024	Shredding
Area 8	CURRY RD C	CURRY RD 29	CURRY RD 30.5	4244	8/12/2024	Shredding
Area 8	CURRY RD 29	STATE RD 108	CURRY RD C	5288	8/12/2024	Shredding
Area 8	CURRY RD 29	CURRY RD C	STATE RD 209	44556	8/12/2024	Shredding
Area 8	CURRY RD C	CURRY RD 32	STATE RD 19	2789	8/12/2024	Shredding
Area 8	CURRY RD 32	CURRY RD C	CURRY RD D	5482	8/12/2024	Shredding
Area 8	CURRY RD 31	END	STATE RD 108	4167	8/12/2024	Shredding
Area 8	CURRY RD 31	STATE RD 108	CURRY RD C	5217	8/12/2024	Shredding
Area 8	CURRY RD C	CURRY RD 31	CURRY RD 32	5272	8/12/2024	Shredding
Area 8	CURRY RD 31	CURRY RD C	CURRY RD D	5353	8/12/2024	Shredding
Area 8	CURRY RD D	CURRY RD 31	CURRY RD 32	5335	8/12/2024	Shredding
Area 1	CURRY RD 13	CURRY RD D	CURRY RD E	5253	8/12/2024	Shredding
Area 1	CURRY RD 13	CURRY RD E	CURRY RD E.5	2660	8/12/2024	Shredding
Area 1	CURRY RD 13	CURRY RD E.5	CURRY RD F	2631	8/12/2024	Shredding
Area 1	CURRY RD 13	CURRY RD F	JACK RABBIT RUN	3322	8/12/2024	Shredding
Area 1	CURRY RD 13	JACK RABBIT RUN	CURRY RD G	1994	8/12/2024	Shredding
Area 1	CURRY RD 13	CURRY RD G	HUMPHREY RD	5290	8/12/2024	Shredding
Area 1	CURRY RD 13	CURRY RD H	WINCHESTER RD	2660	8/12/2024	Shredding
Area 1	CURRY RD 13	WINCHESTER RD	END	490	8/12/2024	Shredding
Area 1	CURRY RD 13	END	LEW WALLACE DR	619	8/12/2024	Shredding
Area 1	CURRY RD 13	CURRY RD I	LEW WALLACE DR	1548	8/12/2024	Shredding
Area 1	CURRY RD 13	CURRY RD A	STATE RD 108	3280	8/12/2024	Shredding
Area 1	CURRY RD 13	STATE RD 108	CURRY RD C	5642	8/12/2024	Shredding
Area 1	CURRY RD 13	CURRY RD C	CURRY RD D	5282	8/12/2024	Shredding
Area 1	CURRY RD D	CURRY RD 13	CURRY RD 14	5299	8/9/2024	Shredding
Area 1	CURRY RD 14	CURRY RD A	STATE RD 108	3644	8/9/2024	Shredding
Area 1	CURRY RD 14	STATE RD 108	CURRY RD C	5275	8/9/2024	Shredding
Area 1	CURRY RD 14	CURRY RD C	SILVER SHADOWS DR	1331	8/9/2024	Shredding
Area 1	CURRY RD D	CURRY RD 14	CURRY RD 15	5272	8/9/2024	Shredding
Area 1	CURRY RD 14	SILVER	CURRY RD D	3939	8/9/2024	Shredding
Area 1	CURRY RD 14	CURRY RD D	CURRY RD E.5	5321	8/9/2024	Shredding
Area 1	CURRY RD 14	CURRY RD E.5	STATE RD 77	3103	8/9/2024	Shredding
Area 1	CURRY RD D	CURRY RD 12	CURRY RD 13	5276	8/9/2024	Shredding
Area 1	CURRY RD D	US60/84	CURRY RD 9.3	1434	8/9/2024	Shredding
Area 1	CURRY RD D	CURRY RD 9.3	CURRY RD 10	3748	8/9/2024	Shredding
Area 1	CURRY RD D	CURRY RD 11.5	CURRY RD 12	2425	8/9/2024	Shredding
Area 1	CURRY RD D	STATE RD 523	CURRY RD 11.5	2960	8/9/2024	Shredding
Area 1	CURRY RD D	CURRY RD 10	STATE RD 523	5257	8/9/2024	Shredding
Area 1	CURRY RD D	CURRY RD 7	CURRY RD 8	5304	8/9/2024	Shredding
Area 4	CURRY RD 30	CURRY RD AB	CURRY RD AD	10586	8/8/2024	Shredding
Area 4	CURRY RD AD	CURRY RD 28	CURRY RD 30	10640	8/8/2024	Shredding
Area 4	CURRY RD 28	END	CURRY RD AD	2611	8/7/2024	Shredding
Area 4	CURRY RD AF	CURRY RD 28	END	10569	8/7/2024	Shredding

Area 4	CURRY RD 28	CURRY RD AD	CURRY RD AE	5253	8/7/2024	Shredding
Area 4	CURRY RD 28	CURRY RD AE	CURRY RD AF	5319	8/7/2024	Shredding
Area 4	CURRY RD 27	CURRY RD AE	CURRY RD AF	5306	8/7/2024	Shredding
Area 4	CURRY RD AF	CURRY RD 27	CURRY RD 28	5293	8/7/2024	Shredding
Area 2	CURRY RD V	CURRY RD 12	CURRY RD 13	5166	8/6/2024	Shredding
Area 2	CURRY RD R	US 60 84	CURRY RD 11	2647	8/6/2024	Shredding
Area 2	CURRY RD P	US 60 84	NAVAJO ST	1646	8/6/2024	Shredding
Area 2	CURRY RD P	END	US 60 84	649	8/6/2024	Shredding
Area 2	CURRY RD S	US 60 84	CURRY RD 11	4568	8/6/2024	Shredding
Area 2	CURRY RD P	NAVAJO ST	UTE ST	649	8/6/2024	Shredding
Area 2	CURRY RD P	UTE ST	CURRY RD 11	2969	8/6/2024	Shredding
Area 2	CURRY RD R	CURRY RD 11	CURRY RD 12	5272	8/6/2024	Shredding
Area 2	CURRY RD S	CURRY RD 11	CURRY RD 12	5263	8/6/2024	Shredding
Area 2	CURRY RD V	CURRY RD 11	CURRY RD 12	5249	8/6/2024	Shredding
Area 1	CURRY RD 16	MOSSY OAK LN	STATE RD 209	2633	8/2/2024	Shredding
Area 1	CURRY RD 16	CURRY RD E	CURRY RD F	5309	8/2/2024	Shredding
Area 1	CURRY RD 16	CURRY RD F	CURRY RD G	5358	8/2/2024	Shredding
Area 1	CURRY RD 16	CURRY RD G	CURRY RD H	5331	8/2/2024	Shredding
Area 1	CURRY RD 16	CURRY RD H	CURRY RD I	5316	8/2/2024	Shredding
Area 1	CURRY RD 16	CURRY RD I	MOSSY OAK LN	2623	8/2/2024	Shredding
Area 3	CURRY RD AI	CURRY RD 17	CURRY RD 18	5263	8/1/2024	Shredding
Area 3	CURRY RD 17	CURRY RD AI	STATE RD 268	5142	8/1/2024	Shredding
Area 3	CURRY RD AI	CURRY RD 14	CURRY RD 15	5297	8/1/2024	Shredding
Area 3	CURRY RD AI	CURRY RD 15	CURRY RD 17	5441	8/1/2024	Shredding
Area 3	CURRY RD 15	CURRY RD AI	STATE RD 268	5187	8/1/2024	Shredding
Area 3	CURRY RD 19	CURRY RD AI	STATE RD 268	5110	8/1/2024	Shredding
Area 3	CURRY RD AI	CURRY RD 18	CURRY RD 19	5314	8/1/2024	Shredding
Area 3	CURRY RD 18	CURRY RD AI	STATE RD 268	5138	8/1/2024	Shredding
Area 9	CURRY RD 45	CURRY RD E	STATE RD 275	5252	8/1/2024	Shredding
Area 9	CURRY RD 44	CURRY RD L	STATE RD 275	10532	8/1/2024	Shredding
Area 10	CURRY RD L	CURRY RD 44	STATE RD 275	10582	8/1/2024	Shredding
Area 6	CURRY RD N	CURRY RD 17.5	CURRY RD 18	2617	7/31/2024	Shredding
Area 6	CURRY RD 17	STATE RD 209	CURRY RD K	5331	7/31/2024	Shredding
Area 6	CURRY RD N	CURRY RD 17	CURRY RD 17.5	2650	7/31/2024	Shredding
Area 6	CURRY RD N	CURRY RD 18	CURRY RD 21	15960	7/31/2024	Shredding
Area 6	CURRY RD N	CURRY RD 22	CURRY RD 23	5328	7/31/2024	Shredding
Area 6	CURRY RD 21	STATE RD 209	CURRY RD K	5105	7/31/2024	Shredding
Area 6	CURRY RD N	CURRY RD 21	CURRY RD 22	5261	7/31/2024	Shredding
Area 6	CURRY RD N	CURRY RD 23	STATE RD 288	3419	7/31/2024	Shredding
Area 3	CURRY RD AL	CURRY RD 17	CURRY RD 18	5377	7/31/2024	Shredding
Area 3	CURRY RD 17	STATE RD 268	CURRY RD AL	10634	7/31/2024	Shredding
Area 3	CURRY RD 17	CURRY RD AL	CURRY RD AM	5333	7/31/2024	Shredding
Area 3	CURRY RD AM	CURRY RD 17	CURRY RD 18	5417	7/31/2024	Shredding
Area 3	CURRY RD AN	CURRY RD 17	CURRY RD 18	5374	7/31/2024	Shredding
Area 3	CURRY RD 17	CURRY RD AM	CURRY RD AN	5182	7/31/2024	Shredding
Area 3	CURRY RD 17	CURRY RD AN	CURRY RD AP	10195	7/31/2024	Shredding
Area 6	CURRY RD N	CURRY RD 16	CURRY RD 17	5294	7/31/2024	Shredding
Area 3	CURRY RD AN	CURRY RD 17	CURRY RD 18	5374	7/31/2024	Shredding
Area 3	CURRY RD AL	CURRY RD 18	CURRY RD 19	5279	7/30/2024	Shredding
Area 3	CURRY RD 18	STATE RD 268	CURRY RD AL	10579	7/30/2024	Shredding
Area 3	CURRY RD AM	CURRY RD 18	CURRY RD 19	5316	7/30/2024	Shredding
Area 3	CURRY RD 18	CURRY RD AM	CURRY RD AM	128	7/30/2024	Shredding
Area 3	CURRY RD 18	CURRY RD AL	CURRY RD AM	5164	7/30/2024	Shredding
Area 3	CURRY RD 18	CURRY RD AM	CURRY RD AN	5150	7/30/2024	Shredding
Area 3	CURRY RD AN	CURRY RD 18	CURRY RD 19	5309	7/30/2024	Shredding
Area 3	CURRY RD 18	CURRY RD AN	CURRY RD AP	10253	7/30/2024	Shredding
Area 2	CURRY RD N	STATE RD 245	CURRY RD 13	5328	7/30/2024	Shredding
Area 2	CURRY RD N	RYAN RD	CURRY RD 14	2621	7/30/2024	Shredding
Area 2	CURRY RD N	CURRY RD 13	RYAN RD	2685	7/30/2024	Shredding

Area 4	CURRY RD AL	CURRY RD 19	CURRY RD 20	5305	7/30/2024	Shredding
Area 4	CURRY RD AM	CURRY RD 19	CURRY RD 20	5281	7/30/2024	Shredding
Area 8	CURRY RD 38	CURRY RD F	CURRY RD H	10531	7/30/2024	Shredding
Area 8	CURRY RD H	CURRY RD 38	STATE RD 241	5276	7/30/2024	Shredding
Area 8	CURRY RD B	CURRY RD 38	STATE RD 241	5267	7/30/2024	Shredding
Area 8	CURRY RD B	STATE RD 19	CURRY RD 34	7881	7/30/2024	Shredding
Area 8	CURRY RD 36	END	CURRY RD B	2481	7/30/2024	Shredding
Area 8	CURRY RD B	CURRY RD 37	CURRY RD 38	5257	7/30/2024	Shredding
Area 8	CURRY RD 37	CURRY RD A	CURRY RD B	3886	7/30/2024	Shredding
Area 8	CURRY RD B	CURRY RD 34	CURRY RD 36	10572	7/30/2024	Shredding
Area 8	CURRY RD B	CURRY RD 36	CURRY RD 37	5276	7/30/2024	Shredding
Area 2	CURRY RD N	CURRY RD 11	STATE RD 245	5272	7/30/2024	Shredding
Area 2	CURRY RD O	CURRY RD 9	US 60 84	5318	7/30/2024	Shredding
Area 2	CURRY RD O	CURRY RD 8	CURRY RD 9	5307	7/30/2024	Shredding
Area 2	CURRY RD O	STATE RD 467	CURRY RD 8	5259	7/30/2024	Shredding
Area 2	CURRY RD O	CURRY RD 6	STATE RD 467	2695	7/30/2024	Shredding
Area 2	CURRY RD N	CURRY RD 6	CURRY RD 7	5294	7/30/2024	Shredding
Area 2	CURRY RD M	CURRY RD 13	CURRY RD 14	5280	7/30/2024	Shredding
Area 8	CURRY RD 34	CURRY RD B	CURRY RD C	5198	7/29/2024	Shredding
Area 8	CURRY RD C	CURRY RD 34	CURRY RD 35	5280	7/29/2024	Shredding
Area 8	CURRY RD D	CURRY RD 34	CURRY RD 35	5276	7/29/2024	Shredding
Area 8	CURRY RD 34	CURRY RD C	CURRY RD D	5431	7/29/2024	Shredding
Area 8	CURRY RD 37	CURRY RD E	CURRY RD E	2490	7/29/2024	Shredding
Area 8	CURRY RD 36	CURRY RD D	CURRY RD E	2443	7/29/2024	Shredding
Area 8	CURRY RD 35	CURRY RD C	CURRY RD D	5321	7/29/2024	Shredding
Area 8	CURRY RD D	CURRY RD 35	CURRY RD 36	5262	7/29/2024	Shredding
Area 8	CURRY RD D	CURRY RD 34	STATE RD 19	5260	7/29/2024	Shredding
Area 8	CURRY RD C	STATE RD 19	CURRY RD 34	5470	7/29/2024	Shredding
Area 2	CURRY RD 15	CURRY RD K	CURRY RD L	5214	7/29/2024	Shredding
Area 4	CURRY RD AN	CURRY RD 19	CURRY RD 20	5260	7/29/2024	Shredding
Area 3	CURRY RD 19	CURRY RD AN	CURRY RD AP	10261	7/29/2024	Shredding
Area 4	CURRY RD 20	CURRY RD AL	CURRY RD AM	5278	7/29/2024	Shredding
Area 4	CURRY RD 20	CURRY RD AM	CURRY RD AN	5280	7/29/2024	Shredding
Area 4	CURRY RD 20	STATE RD 268	CURRY RD AL	5271	7/29/2024	Shredding
Area 4	CURRY RD 27	CURRY RD AH	STATE RD 268	10516	7/29/2024	Shredding
Area 4	CURRY RD 27	CURRY RD AF	CURRY RD AH	10590	7/29/2024	Shredding
Area 1	CURRY RD 6	CURRY RD F	CURRY RD G	5303	7/29/2024	Shredding
Area 2	CURRY RD 6	CURRY RD L	CURRY RD M	5277	7/29/2024	Shredding
Area 2	CURRY RD 6	CURRY RD P	STATE RD 467	5276	7/29/2024	Shredding
Area 1	CURRY RD G	CURRY RD 9	US 60-70-84	1422	7/29/2024	Shredding
Area 1	CURRY RD 6	CURRY RD D	CURRY RD E	5266	7/29/2024	Shredding
Area 1	CURRY RD 6	CURRY RD E	CURRY RD F	5292	7/29/2024	Shredding
Area 1	CURRY RD 10	CURRY RD E	CURRY RD F	5315	7/29/2024	Shredding
Area 2	CURRY RD K	CURRY RD 8	ENTERPRISE DR	2107	7/29/2024	Shredding
Area 1	CURRY RD 10	CURRY RD G	E 7TH ST	5390	7/29/2024	Shredding
Area 2	CURRY RD 11	CURRY RD N	CURRY RD O	5304	7/29/2024	Shredding
Area 2	CURRY RD 11	CURRY RD M	BUFFALO RD	1980	7/29/2024	Shredding
Area 2	CURRY RD 13	CURRY RD L	CURRY RD M	5308	7/29/2024	Shredding
Area 2	CURRY RD 13	CURRY RD M	CURRY RD N	5285	7/29/2024	Shredding
Area 2	CURRY RD 13	CURRY RD N	CURRY RD O	5304	7/29/2024	Shredding
Area 6	CURRY RD 22	CURRY RD R	CURRY RD S	5248	7/26/2024	Shredding
Area 6	CURRY RD 22	CURRY RD S	CURRY RD U	10661	7/26/2024	Shredding
Area 2	CURRY RD M	CURRY RD 13	RYAN RD	2680	7/26/2024	Shredding
Area 2	CURRY RD 12	STATE RD 311	CURRY RD R	5266	7/26/2024	Shredding
Area 2	CURRY RD S	CURRY RD 12	CURRY RD 13	5174	7/26/2024	Shredding
Area 2	CURRY RD 12	CURRY RD R	CURRY RD S	5355	7/26/2024	Shredding
Area 2	CURRY RD M	STATE RD 245	CURRY RD 13	5303	7/26/2024	Shredding
Area 2	CURRY RD S	CURRY RD 13	CURRY RD 14	5405	7/26/2024	Shredding
Area 2	CURRY RD M	CURRY RD 14	CURRY RD 15	5225	7/26/2024	Shredding

Area 2	CURRY RD M	RYAN RD	CURRY RD 14	2657	7/26/2024	Shredding
Area 2	CURRY RD M	RYAN RD	CURRY RD 14	2657	7/26/2024	Shredding
Area 2	CURRY RD S	CURRY RD 6	CURRY RD 7	5268	7/26/2024	Shredding
Area 2	CURRY RD 7	CURRY RD Q	CURRY RD R	5254	7/26/2024	Shredding
Area 2	CURRY RD S	CURRY RD 7	CURRY RD 8	5307	7/26/2024	Shredding
Area 2	CURRY RD 7	CURRY RD S	CURRY RD T	5284	7/26/2024	Shredding
Area 2	CURRY RD 7	CURRY RD T	CURRY RD U	5325	7/26/2024	Shredding
Area 2	CURRY RD S	CURRY RD 8	CURRY RD 9	5336	7/26/2024	Shredding
Area 2	CURRY RD S	CURRY RD 9	US 60 84	6093	7/26/2024	Shredding
Area 2	CURRY RD R	CURRY RD 11	CURRY RD 12	5272	7/26/2024	Shredding
Area 2	CURRY RD S	CURRY RD 11	CURRY RD 12	5263	7/26/2024	Shredding
Area 2	CURRY RD M	CURRY RD 11	STATE RD 245	5392	7/26/2024	Shredding
Area 2	CURRY RD S	US 60 84	CURRY RD 11	4568	7/26/2024	Shredding
Area 2	CURRY RD N	US 60 84	CURRY RD 11	5302	7/26/2024	Shredding
Area 2	CURRY RD R	US 60 84	CURRY RD 11	2647	7/26/2024	Shredding
Area 2	CURRY RD S	CURRY RD 11	CURRY RD 12	5263	7/25/2024	Shredding
Area 2	CURRY RD 8	END	CURRY RD S	5324	7/25/2024	Shredding
Area 2	CURRY RD S	CURRY RD 8	CURRY RD 9	5336	7/25/2024	Shredding
Area 2	CURRY RD 12	CURRY RD R	CURRY RD S	5355	7/25/2024	Shredding
Area 2	CURRY RD 12	STATE RD 311	CURRY RD R	5266	7/25/2024	Shredding
Area 3	CURRY RD AI	CURRY RD 13	CURRY RD 14	5227	7/25/2024	Shredding
Area 3	CURRY RD 11	STATE RD 267	S SEVENTH ST	2417	7/25/2024	Shredding
Area 3	CURRY RD 11	S SEVENTH ST	CURRY RD AJ	2800	7/25/2024	Shredding
Area 3	CURRY RD AK	CURRY RD 11	US 60 84	1923	7/25/2024	Shredding
Area 3	CURRY RD 11	CURRY RD AJ	CURRY RD AK	2572	7/25/2024	Shredding
Area 3	CURRY RD AK	CURRY RD 11	CURRY RD 11	136	7/25/2024	Shredding
Area 3	CURRY RD AL	CURRY RD 11	US 60 84	2107	7/25/2024	Shredding
Area 3	CURRY RD 11	CURRY RD AK	CURRY RD AL	5207	7/25/2024	Shredding
Area 3	CURRY RD AI	TWELFTH	CURRY RD 13	5301	7/25/2024	Shredding
Area 3	CURRY RD AJ	END	CURRY RD 11	5337	7/25/2024	Shredding
Area 3	CURRY RD AK	CURRY RD 11	SOUTH END	0	7/25/2024	Shredding
Area 3	CURRY RD 14	CURRY RD AI	STATE RD 268	5243	7/25/2024	Shredding
Area 3	CURRY RD AI	CURRY RD 14	CURRY RD 15	5297	7/25/2024	Shredding
Area 2	CURRY RD M	CURRY RD 11	STATE RD 245	5392	7/23/2024	Shredding
Area 2	CURRY RD M	BRIDLE PL	CURRY RD 9.5	787	7/23/2024	Shredding
	CCC Walking trail	Schepps Blvd	Trade Street	0	7/23/2024	Shredding
			Total Shredding	2124561		Group Total: 392

Total Records: 721

4085231 Feet Worked
773.71799 Miles Worked

Shredding	402.3790414
Blading	311.0861413
Patching	60.2528039

VI.2

Events Center Department

TO: Board of County Commissioners
FROM: Kyle Messick
DATE: September 24, 2024
SUBJECT: **Presentation on Events Center and Fairgrounds Financial Statements Ending June 30, 2024 – Kyle Messick**

Prepared by Kaitlin Bentley
Last updated on 09/13/2024

ATTACHMENTS:

- 12 June 2024 Curry Financial Reports.pdf



Curry County Events Center

Financial Statements

For theTwelveth Month Ending June 30, 2024

Distribution:

Curry County
Lance Pyle
Troy Hall

OVG360

Kevin Ortiz
Rebecca Bolton
Amy Dunning
Kyle Messick

Submitted by:

Kyle C Messick
General Manager

Ronda Goyne
Acting Director of Finance

Curry County Events Center
Financial Statements
For theTwelveth Month Ending June 30, 2024

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SPECTRA / COMCAST-SPECTACOR
BALANCE SHEET ANALYSIS
CONTROL FORM

Spectra Facility Curry County Events Center

Month June

Year 2024

	Date Completed	By:
Bank Reconciliations		
Operations	8/23/2024	RG
Events	7/16/2024	DP
Change	8/11/2024	RG/KM
Accounts Receivable Analysis	8/23/2024	RG
A/R Reserve (Bad Debt) Account	8/23/2024	RG
Accounts Payable Analysis	8/23/2024	RG
Accrued Liabilities Analysis	8/23/2024	RG
Advance Ticket Analysis	n/a	
Deferred Income Analysis	8/23/2024	RG
Employee Incentive Payable Analysis	8/27/2024	RG
Reconciliation of InterCo Balances		
Prepaid Expenses Analysis	8/23/2024	RG
Event Liability Analysis	8/23/2024	RG
Concessions Inventory- Food	7/1/2024	DP
Concessions Inventory- Non Alchoholic Inventory	7/1/2024	DP
Concessions Inventory- Liquor Inventory	7/1/2024	DP
Concessions Inventory- Beer Inventory	7/1/2024	DP
Concessions Inventory- Wine	7/1/2024	DP

I attest that all of the above have been completed and reviewed:

Ronda Goyne, Acting Director of Finance — Date: 8/29/24

Kyle C Messick, General Manager — Date: 9/3/24

Comments: _____

Corporate Finance Dept Use Only:
Date Received
Reviewed by:

Corporate Finance Dept Use Only:
Date Received
Reviewed by:

Curry County Events Center
MONTHLY FINANCIAL STATEMENT COMMENTS
For theTwelveth Month Ending June 30, 2024

	ACTUAL	BUDGET	FAV(UNFAV) VARIANCE
NO OF EVENTS	10	8	2
PAID ATTENDANCE	1,950	7,000	(5,050)
DIRECT EVENT INCOME	5,521	(2,910)	8,431
FACILITY FEE	0	0	0
NET TICKETING REVENUE	0	0	0
ANCILLARY INCOME	3,679	21,800	(18,121)
TOTAL EVENT INCOME	9,201	18,890	(9,689)
OTHER INCOME	6,029	4,381	1,648
INDIRECT EXPENSES	129,992	75,774	(54,218)
NET INCOME (LOSS)	(114,763)	(52,503)	(62,259)

COMMENTS:

EVENT INCOME: Variance BUDGET BY (9,689) DUE TO THE FOLLOWING:

	FAV(UNFAV) VARIANCE	COMMENTS:
Other Sports	(2,000)	
Rodeo	0	
Circus	0	
Other Family Shows	(1,840)	No events due to construction
Banquets	1,796	Strebeck Banquet held; not budgeted
Meetings	0	
Consumer Shows	3,502	Home & Garden Show held; not budgeted
Trade Shows	0	
Special Events	300	Rabbit Show held; not budgeted
Charity/Community Events	(1,199)	Summer Kick Off held; not budgeted
Graduations	0	
Other	0	
Equestrian Events	(10,249)	OTRA and Tru Roping held; 4 budgeted
Dance	0	
Fair	0	
	(9,689)	
	-	

OTHER INCOME: Variance BUDGET BY 1,648 DUE TO THE FOLLOWING:

	FAV(UNFAV) VARIANCE	COMMENTS:
Advertising Sponsorship Income	12	
Shavings COGS	361	
Vending COGS	28	
Stalls Pass Thru	1,707	
RV Rentals Pass Thru	(388)	
Riding Fees	(482)	
Shavings and Supplies	275	
Convenience Fees	(20)	
Interest Income	205	Interest earned per bank statement.
	1,648	
	-	

INDIRECT EXPENSES: Variance BUDGET BY (54,218) DUE TO THE FOLLOWING:

	FAV(UNFAV) VARIANCE	COMMENTS:
General & Administration	(1,150)	Employee benefits over budget.
Finance	759	Part-time labor not used.
Operations	(58,504)	Partial amount of Temp Labor should have been expensed in May($23402.42) creating the large variance amount in June
Event Production	(7,728)	Employee benefits over budget due to four months of benefits invoiced in current month.
Sales	87	
Food and Beverage	1,011	Payroll under budget due to labor allocation.
Overhead	11,308	Misc Expense is under budget due to correction in employee incentive correction from prior year.
Total	(54,218)	
	-	

Curry County Events Center
YEARLY FINANCIAL STATEMENT COMMENTS
For theTwelveth Month Ending June 30, 2024

	ACTUAL	BUDGET	FAV(UNFAV) VARIANCE
NO OF EVENTS	98	93	5
Turnstile Attendance- General	76,580	75,675	905
DIRECT EVENT INCOME	49,184	94,270	(45,086)
FACILITY FEE	0	0	-
SUITE REVENUE	0	0	-
NET TICKETING REVENUE	0	0	-
ANCILLARY INCOME	114,384	103,649	10,735
TOTAL EVENT INCOME	163,568	197,919	(34,351)
OTHER INCOME	69,832	48,172	21,660
			-
INDIRECT EXPENSES	999,044	893,359	(105,685)
NET Operating Income (LOSS)	(765,644)	(647,268)	(118,376)

COMMENTS:

EVENT INCOME: Variance BUDGET BY (34,351) DUE TO THE FOLLOWING:

	FAV(UNFAV) VARIANCE	COMMENTS:
Boxing	0	
Other Sports	(6,210)	
Minor Concerts	0	
Concerts	0	
Rodeo	0	
Circus	(154)	
Other Family Shows	(13,495)	variance due to Pavilion
Banquets	15,261	
Meetings	739	
Consumer Shows	(17,952)	
Conventions	0	
Special Events	(16,593)	
Charity/Community Events	(7,426)	proceeds go to participants
Graduations	(2,056)	
Other	0	
Equestrian Events	(516)	
Dance	0	
Fair	14,051	
	(34,351)	
	-	

OTHER INCOME: Variance BUDGET BY 21,660 DUE TO THE FOLLOWING:

	FAV(UNFAV) VARIANCE	COMMENTS:
Advertising Sponsorship Income	11,891	
Shavings COGS	(3,157)	
Vending COGS	336	
Vending & Vendors Income	10,873	Received yearly Pepsi Rebate check
Stalls Pass Thru	(347)	
RV Rentals Pass Thru	(4,227)	
Riding Fees	5,972	
Shavings and Supplies	(1,508)	
Convenience Fees	(240)	
Interest Income	2,066	
	21,660	
	-	

INDIRECT EXPENSES: Variance BUDGET BY (105,685) DUE TO THE FOLLOWING:

	FAV(UNFAV) VARIANCE	COMMENTS:
General & Administration	10,278	
Finance	9,866	Favorable variance due to underbudgeted salary.
Operations	(164,415)	
Event Production	12,516	
Sales	(695)	
Food and Beverage	(2,000)	
Overhead	28,965	
	(105,685)	
	(0.00)	

Curry County Events Center
ROLLING FORECAST
For theTwelveth Month Ending June 30, 2024
FYE June 30, 2024

	ACTUAL July-June	PROJECTED	TOTAL PROJECTED FYE 2024	BUDGET FYE June 30, 2024	VARIANCE
# OF EVENTS DAYS	98		98	95	3
Direct Event Revenue	518,257		518,257	508,995	9,262
Promoter Proceeds	0		0	0	0
Direct Service Expense	(11,913)		(11,913)	(414,725)	402,812
DIRECT EVENT INCOME	49,184		49,184	**94,270**	(45,086)
Ancillary Revenue	224,668		224,668	188,454	36,214
Ancillary Expenses	(110,284)		(110,284)	(84,804)	(25,480)
NET ANCILLARY INCOME	114,384		114,384	**103,650**	10,734
Other Revenue	77,321		77,321	52,840	24,481
Other Income COG	(7,489)		(7,489)	(4,665)	(2,824)
NET OTHER INCOME	69,832		69,832	**48,175**	21,657
INDIRECT EXPENSES	(999,044)		(999,044)	(893,363)	(105,681)
NET OPERATING INCOME (LOSS)	**(765,644)**		**(765,644)**	**(647,268)**	**(118,376)**
TOTAL GROSS REVENUE	**820,246**		**820,246**	**750,289**	**69,957**

Comments:

Incentive Fee Calculation
20% of the Gross Revenue generated from the facility during the operating year in excess of established benchmark of $600,000

Total Gross Operating Revenue:	Benchmark	In Excess	Percent	Incentive Fee
$ 820,246.15	$600,000	$ 220,246.15	20%	$ 44,049.23

Percent of Benchmark Accomplished: 136.71%

Projected Annual Total Gross Revenue: *$820,246*

Projected Incentive Fee Expense: *$44,049*

Director of Finance
Dena Plyler

General Manager
Kyle C Messick

Curry County Events Center
A/R and A/P Aging Comments
For theTwelveth Month Ending June 30, 2024

ACCOUNTS RECEIVABLE

	AMOUNT	%
CURRENT	$ 6,305.00	41%
OVER 30 DAYS	$ 4,180.44	27%
OVER 60 DAYS	$ 917.47	6%
OVER 90 DAYS	$ 750.00	5%
OVER 120 DAYS	$ 3,238.13	21%
TOTAL:	15,391.04	100.0%

CUSTOMER	OVER 90 DAYS	AMOUNT	COMMENT
Elecon		$ 750.00	
	TOTAL	750.00	

CUSTOMER	OVER 120 DAYS	AMOUNT	COMMENT
Duke City Wrestling		$ 3,238.13	paid 7/28/2024
	TOTAL	$ 3,238.13	

ACCOUNTS PAYABLE

AGED PAYABLES:	AMOUNT	%	PAYMENTS THROUGH	COMMENT
CURRENT	$ 17,102.38	105.9%		
OVER 30 DAYS	$ (1,287.30)	0.0%		
OVER 60 DAYS	$ 575.40	0.0%		
OVER 90 DAYS	$ (238.50)	-1%		
OVER 120 DAYS	$ -	0.0%		
TOTAL:	$ 16,151.98	100.0%	$ -	

Note:

CUSTOMER	OVER 120 DAYS	AMOUNT	COMMENT
	TOTAL	0.00	

Curry County Events Center
BALANCE SHEET
For theTwelveth Month Ending June 30, 2024

ASSETS

CURRENT ASSETS			
Cash & cash equivalents	$ 267,892		
Restricted Cash	0		
Accounts receivable	15,391		
Accounts Receivable from Third Party	11,546		
Prepaid	(635)		
INVENTORY	15,174		
Other Long Term	0		
TOTAL CURRENT ASSETS			309,367
TOTAL ASSETS			$ 309,367

LIABILITIES AND EQUITY

CURRENT LIABILITIES			
Accounts payable	$ 16,152		
Accrued payroll & related costs	1,225		
Sales and Use Tax payable	2,203		
Other accrued liabilities	7,798		
Deferred Compensation - Bonus Accrual	30,153		
DEPOSITS AND DEFERRED INCOME	53,832		
TOTAL CURRENT LIABILITIES			111,363
LONG TERM LIABILITIES			
TOTAL LONG TERM LIABILITIES			0
TOTAL LIABILITIES			111,363
EQUITY			
Retained Earnings	(5,466,748)		
Client Funding	6,430,451		
Current Retained Earnings		(765,698)	
TOTAL EQUITY			198,004
TOTAL LIABILITIES AND EQUITY			$ 309,367

Curry County Events Center
GROSS INCOME STATEMENT
For theTwelveth Month Ending June 30, 2024

	PERIOD TO DATE			YEAR TO DATE		
	Actual	Curr Budget	Budget Variance	Actual	Budget	Budget Variance
Number of Events	10	8	2	98	93	5
Total Paid General	0	0	0	0	0	0
Turnstile Attendance- General	1,950	7,000	(5,050)	76,580	75,675	905
TOTAL ATTENDANCE	1,950	7,000	(5,050)	76,580	75,675	905
RENTAL INCOME						
GROSS TICKET REVENUE	1,598	0	1,598	173,665	156,500	17,165
SPONSORSHIP REVENUE	0	0	0	8,864	2,500	6,364
EVENT SPONSORSHIP REVENUE	0	0	0	0	0	0
RENT BILLED	10,636	4,100	6,536	226,411	254,050	(27,639)
GROSS REVENUE	12,234	4,100	8,134	408,940	413,050	(4,110)
PROMOTER PROCEEDS	0	0	0	0	0	0
NET RENTAL INCOME	12,234	4,100	8,134	408,940	413,050	(4,110)
Service Income						
BOX OFFICE FEE	0	0	0	0	0	0
EVENT ADVERTISING BILLED	0	0	0	31,881	26,000	5,881
EQUIPMENT RENTAL	250	0	250	7,900	2,000	5,900
Event Insurance billed	675	0	675	5,850	2,550	3,300
OTHER SERVICES BILLED	0	0	0	0	963	(963)
Security	0	100	(100)	2,696	1,350	1,346
Miscellaneous Income	375	0	375	(3,092)	3,258	(6,350)
Shavings Feed COS	0	0	0	4,193	0	4,193
Horse Stall Rental	3,141	5,600	(2,459)	48,883	44,600	4,283
RV Rental	760	2,600	(1,840)	16,657	14,300	2,357
Total Service Income	5,201	8,300	(3,099)	109,317	95,945	13,372
Direct Event Revenue	17,434	12,400	5,034	518,257	508,995	9,262
Service Expense:						
CHANGEOVER WAGES	3,386	8,200	4,814	87,833	65,960	(21,873)
Security Expense	(750)	0	750	9,187	5,800	(3,387)
Audio Visual Expense	0	0	0	13,532	1,000	(12,532)
Concession Wages	4,423	4,650	227	31,676	26,522	(5,154)
Parking COS	0	0	0	2,000	2,500	500
License Fees	0	0	0	0	626	626
EVENT STAFF WAGES	2,561	1,100	(1,461)	17,530	8,171	(9,359)
EVENT TICKET SELLER WAGES	0	0	0	9,500	9,500	0
Buidling Supplies	179	0	(179)	179	0	(179)
Advertising Expense	372	0	(372)	39,780	26,000	(13,780)
UTILITIES EXPENSE	0	0	0	8,019	8,000	(19)
Linen	0	0	0	0	0	0
Cleaning Supplies	0	0	0	0	0	0
Event Insurance Expense	360	1,360	1,000	10,025	11,718	1,693
Ticket printing fees	0	0	0	0	0	0
GROUP SALES COMMISSIONS	0	0	0	0	0	0
Trash Removal	0	0	0	6,327	6,413	86
Equipment Rental	200	0	(200)	50,189	14,750	(35,439)
PRODUCTION EXPENSE	0	0	0	3,643	0	(3,643)
Credit card fees expense	179	0	(179)	4,272	750	(3,522)
ELECTRICIANS WAGES	0	0	0	0	465	465
ENTERTAINMENT/ Artist EXPENSE	0	0	0	113,351	169,050	55,699
MISC EVENT EXPENSE	1,003	0	(1,003)	60,031	43,000	(17,031)
Total Service Expense	11,913	15,310	3,397	469,074	414,725	(54,349)
Total Event Service Income/(Loss)	(6,712)	(7,010)	298	(359,757)	(318,780)	(40,977)
DIRECT EVENT INCOME	5,521	(2,910)	8,431	49,184	94,270	(45,086)
FACILTY FEE REVENUE	0	0	0	0	0	0

CONV/TICKET PROC REVENUE	0	0	0	0	0	0
TOTAL SURCHARGE/REBATE/PRESHOW	0	0	0	0	0	0
ANCILLARY INCOME						
Concession Sales	11,679	38,000	(26,321)	224,668	188,454	36,214
Concession COGS	8,000	16,200	8,200	110,284	84,805	(25,479)
Net Concessions	3,679	21,800	(18,121)	114,384	103,649	10,735
AV Sales	0	0	0	0	0	0
TOTAL ANCILLARY INCOME	3,679	21,800	(18,121)	114,384	103,649	10,735
EVENT OPERATING INCOME	9,201	18,890	(9,689)	163,568	197,919	(34,351)
INDIRECT EXPENSES:						
General & Administration	11,769	10,619	(1,150)	125,309	135,587	10,278
Finance	9,065	9,824	759	114,015	123,881	9,866
Event Production	13,802	6,074	(7,728)	66,357	78,873	12,516
Sales	330	417	87	7,695	6,800	(895)
Operations	99,015	40,511	(58,504)	609,786	445,371	(164,415)
Food and Beverage	1,694	2,704	1,011	37,096	35,096	(2,000)
Overhead	(5,682)	5,626	11,308	38,786	67,751	28,965
TOTAL INDIRECT EXPENSES	129,992	75,774	(54,218)	999,044	893,359	(105,685)
GROSS BUILDING OPERATING INCOME	(120,792)	(56,884)	(63,907)	(835,477)	(695,440)	(140,037)
OTHER INCOME						
Advertising Sponsorship Income	3,712	3,700	12	51,891	40,000	11,891
Shavings	0	(361)	361	(7,489)	(4,332)	(3,157)
Vending	0	(28)	28	0	(336)	336
Stalls	1,957	250	1,707	2,653	3,000	(347)
RV Rentals	0	388	(388)	429	4,656	(4,227)
Shavings and Supplies	565	290	275	1,972	3,480	(1,508)
Riding Fees	(422)	60	(482)	6,692	720	5,972
Convenience Fees Revenue	0	20	(20)	0	240	(240)
Vending Revenue	0	50	(50)	11,473	600	10,873
Interest Income	217	12	205	2,210	144	2,066
TOTAL OTHER INCOME	6,029	4,381	1,648	69,832	48,172	21,660
NET OPERATING INCOME (LOSS)	(114,763)	(52,503)	(62,259)	(765,644)	(647,268)	(118,376)
GROSS REVENUE RECAP						
GROSS TICKET REVENUE	1,598	0	1,598	173,665	156,500	17,165
GROSS RENTAL REVENUE	10,636	4,100	6,536	226,411	254,050	(27,639)
GROSS SPONSORSHIP	0	0	0	8,864	2,500	6,364
GROSS SERVICE REVENUE	5,201	8,300	(3,099)	109,317	95,945	13,372
GROSS CONCESSIONS REVENUE	11,679	38,000	(26,321)	224,668	188,454	36,214
GROSS OTHER REVENUE	6,029	4,770	1,259	77,321	52,840	24,481
TOTAL GROSS REVENUE	35,142	55,170	(20,028)	820,246	750,289	69,957

Curry County Events Center
CONSOLIDATED INCOME STATEMENT
For theTwelveth Month Ending June 30, 2024

	PERIOD TO DATE			YEAR TO DATE		
	Actual	Curr Budget	Budget Variance	Actual	Curr Budget	Budget Variance
Number of Events	10	8	2	98	93	5
Total Paid General	0	0	0	0	0	0
Turnstile Attendance- General	1,950	7,000	(5,050)	76,580	75,675	905
TOTAL ATTENDENCE	1,950	7,000	(5,050)	76,580	75,675	905
RENTAL INCOME						
GROSS TICKET REVENUE	1,598	0	1,598	173,665	156,500	17,165
SPONSORSHIP REVENUE	0	0	0	8,864	2,500	6,364
EVENT SPONSORSHIP REVENUE	0	0	0	0	0	0
RENT BILLED	10,636	4,100	6,536	226,411	254,050	(27,639)
TOTAL RENTAL REVENUE	12,234	4,100	8,134	408,940	413,050	(4,110)
PROMOTER PROCEEDS	0	0	0	0	0	0
NET RENTAL INCOME	12,234	4,100	8,134	408,940	413,050	(4,110)
NET SERVICE INCOME / (LOSS)	(6,712)	(7,010)	298	(359,757)	(318,780)	(40,977)
DIRECT EVENT INCOME	5,521	(2,910)	8,431	49,184	94,270	(45,086)
ANCILLARY INCOME						
CONCESSIONS	3,679	21,800	(18,121)	114,384	103,649	10,735
TOTAL ANCILLARY INCOME	3,679	21,800	(18,121)	114,384	103,649	10,735
EVENT OPERATING INCOME	9,201	18,890	(9,689)	163,568	197,919	(34,351)
INDIRECT EXPENSES:						
General & Administration	11,769	10,619	(1,150)	125,309	135,587	10,278
Finance	9,065	9,824	759	114,015	123,881	9,866
Event Production	13,802	6,074	(7,728)	66,357	78,873	12,516
Sales	330	417	87	7,695	6,800	(895)
Operations	99,015	40,511	(58,504)	609,786	445,371	(164,415)
Stagehands	0	0	0	0	0	0
Food and Beverage	1,694	2,704	1,011	37,096	35,096	(2,000)
Overhead	(5,682)	5,626	11,308	38,786	67,751	28,965
TOTAL INDIRECT EXPENSES	129,992	75,774	(54,218)	999,044	893,359	(105,685)
GROSS BUILDING OPERATING INCOME	(120,792)	(56,884)	(63,907)	(835,477)	(695,440)	(140,037)
OTHER INCOME						
Advertising Sponsorship Income	3,712	3,700	12	51,891	40,000	11,891
Shavings	0	(361)	361	(7,489)	(4,332)	(3,157)
Vending COG	0	(28)	28	0	(336)	336
Stalls	1,957	250	1,707	2,653	3,000	(347)
Fair Ticket Booth Sales	0	0	0	0	0	0
RV Rentals	0	388	(388)	429	4,656	(4,227)
Shavings and Supplies	565	290	275	1,972	3,480	(1,508)
Ride Fees	(422)	60	(482)	6,692	720	5,972
Convenience Fees Revenue	0	20	(20)	0	240	(240)
Interest Income	217	12	205	2,210	144	2,066
Vending Revenue	0	50	(50)	11,473	600	10,873
TOTAL OTHER INCOME	6,029	4,381	1,648	69,832	48,172	21,660
NET OPERATING INCOME (LOSS)	(114,763)	(52,503)	(62,259)	(765,644)	(647,268)	(118,376)

Curry County Events Center
YEAR TO DATE EVENT SUMMARY

All Events
For theTwelveth Month Ending June 30, 2024

	PERIOD TO DATE			YEAR TO DATE			ANNUAL BUDGET		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var	Month	YTD	Budget Var
Other Sports									
Number of Events	**0**	0	0	**3**	0	3	**3**	0	3
Total Paid General	**0**	0	0	**0**	0	0	**0**	0	0
Turnstile Attenance - General	**0**	0	0	**1,100**	0	1,100	**1,100**	0	1,100
Turnstile Attendance- Suites	**0**	0	0	**0**	0	0	**0**	0	0
Direct Event Income	**0**	0	0	**(3,089)**	2,200	(5,289)	**(3,089)**	2,200	(5,289)
Facility Fee Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Suite Ticket Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Conv/Ticket Proc Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Ancillary Income	**0**	2,000	-2,000	**179**	1,100	(921)	**179**	1,100	(921)
Other Sports	0	2,000	-2,000	(2,910)	3,300	(6,210)	(2,910)	3,300	(6,210)
Circus									
Number of Events	**0**	0	0	**1**	1	0	**1**	1	0
Total Paid General	**0**	0	0	**0**	0	0	**0**	0	0
Turnstile Attenance - General	**0**	0	0	**650**	1,000	-350	**650**	1,000	-350
Turnstile Attendance- Suites	**0**	0	0	**0**	0	0	**0**	0	0
Direct Event Income	**0**	0	0	**2,546**	2,700	-154	**2,546**	2,700	-154
Facility Fee Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Suite Ticket Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Conv/Ticket Proc Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Ancillary Income	**0**	0	0	**0**	0	0	**0**	0	0
TOTAL EVENT INCOME	**0**	0	0	**2,546**	2,700	-154	**2,546**	2,700	-154
Other Family Shows									
Number of Events	**0**	2	-2	**9**	17	-8	**9**	17	-8
Total Paid General	**0**	0	0	**0**	0	0	**0**	0	0
Turnstile Attenance - General	**0**	400	-400	**1,690**	3,400	-1,710	**1,690**	3,400	-1,710
Turnstile Attendance- Suites	**0**	0	0	**0**	0	0	**0**	0	0
Direct Event Income	**0**	190	-190	**9,546**	14,340	-4,794	**9,546**	14,340	-4,794
Facility Fee Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Suite Ticket Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Conv/Ticket Proc Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Ancillary Income	**0**	1,650	-1,650	**5,324**	14,025	-8,701	**5,324**	14,025	-8,701
TOTAL EVENT INCOME	**0**	1,840	-1,840	**14,870**	28,365	-13,495	**14,870**	28,365	-13,495
Banquets									
Number of Events	**1**	0	1	**6**	1	5	**6**	1	5
Total Paid General	**0**	0	0	**0**	0	0	**0**	0	0
Turnstile Attenance - General	**200**	0	200	**1,950**	425	1,525	**1,950**	425	1,525
Turnstile Attendance- Suites	**0**	0	0	**0**	0	0	**0**	0	0
Direct Event Income	**735**	0	735	**3,730**	1,300	2,430	**3,730**	1,300	2,430
Facility Fee Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Suite Ticket Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Conv/Ticket Proc Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Ancillary Income	**1,061**	0	1,061	**14,069**	1,237	12,832	**14,069**	1,237	12,832
TOTAL EVENT INCOME	**1,796**	0	1,796	**17,798**	2,537	15,261	**17,798**	2,537	15,261
Meetings									
Number of Events	**0**	0	0	**2**	0	2	**2**	0	2
Total Paid General	**0**	0	0	**0**	0	0	**0**	0	0
Turnstile Attenance - General	**0**	0	0	**150**	0	150	**150**	0	150
Turnstile Attendance- Suites	**0**	0	0	**0**	0	0	**0**	0	0
Direct Event Income	**0**	0	0	**739**	0	739	**739**	0	739
Facility Fee Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Suite Ticket Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Conv/Ticket Proc Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Ancillary Income	**0**	0	0	**0**	0	0	**0**	0	0
TOTAL EVENT INCOME	**0**	0	0	**739**	0	739	**739**	0	739
Consumer Shows									
Number of Events	**2**	0	2	**8**	8	0	**8**	8	0
Total Paid General	**0**	0	0	**0**	0	0	**0**	0	0
Turnstile Attenance - General	**350**	0	350	**7,350**	6,000	1,350	**7,350**	6,000	1,350
Turnstile Attendance- Suites	**0**	0	0	**0**	0	0	**0**	0	0
Direct Event Income	**3,428**	0	3,428	**4,799**	20,200	-15,401	**4,799**	20,200	-15,401
Facility Fee Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Suite Ticket Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Conv/Ticket Proc Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Ancillary Income	**73**	0	73	**2,508**	5,060	-2,552	**2,508**	5,060	-2,552
TOTAL EVENT INCOME	**3,502**	0	3,502	**7,308**	25,260	-17,952	**7,308**	25,260	-17,952

Curry County Events Center
YEAR TO DATE EVENT SUMMARY

All Events
For theTwelveth Month Ending June 30, 2024

	PERIOD TO DATE			YEAR TO DATE			ANNUAL BUDGET		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var	Month	YTD	Budget Var
Special Events									
Number of Events	1	0	1	11	13	-2	11	13	-2
Total Paid General	0	0	0	0	0	0	0	0	0
Turnstile Attenance - General	100	0	100	3,950	11,400	-7,450	3,950	11,400	-7,450
Turnstile Attendance- Suites	0	0	0	0	0	0	0	0	0
Direct Event Income	300	0	300	-5,504	10,350	-15,854	-5,504	10,350	-15,854
Facility Fee Revenue	0	0	0	0	0	0	0	0	0
Suite Ticket Revenue	0	0	0	0	0	0	0	0	0
Conv/Ticket Proc Revenue	0	0	0	0	0	0	0	0	0
Ancillary Income	0	0	0	27,146	27,885	-739	27,146	27,885	-739
TOTAL EVENT INCOME	300	0	300	21,642	38,235	-16,593	21,642	38,235	-16,593
Charity/Community Events									
Number of Events	2	0	2	7	8	-1	7	8	-1
Total Paid General	0	0	0	0	0	0	0	0	0
Turnstile Attenance - General	450	0	450	2,450	4,450	-2,000	2,450	4,450	-2,000
Turnstile Attendance- Suites	0	0	0	0	0	0	0	0	0
Direct Event Income	-1,310	0	-1,310	-4,366	2,450	-6,816	-4,366	2,450	-6,816
Facility Fee Revenue	0	0	0	0	0	0	0	0	0
Suite Ticket Revenue	0	0	0	0	0	0	0	0	0
Conv/Ticket Proc Revenue	0	0	0	0	0	0	0	0	0
Ancillary Income	111	0	111	1,589	2,200	-611	1,589	2,200	-611
TOTAL EVENT INCOME	-1,199	0	-1,199	-2,776	4,650	-7,426	-2,776	4,650	-7,426
Graduations									
Number of Events	0	0	0	2	3	-1	2	3	-1
Total Paid General	0	0	0	0	0	0	0	0	0
Turnstile Attenance - General	0	0	0	5,950	6,400	-450	5,950	6,400	-450
Turnstile Attendance- Suites	0	0	0	0	0	0	0	0	0
Direct Event Income	0	0	0	935	2,400	-1,465	935	2,400	-1,465
Facility Fee Revenue	0	0	0	0	0	0	0	0	0
Suite Ticket Revenue	0	0	0	0	0	0	0	0	0
Conv/Ticket Proc Revenue	0	0	0	0	0	0	0	0	0
Ancillary Income	0	0	0	1,335	1,925	-590	1,335	1,925	-590
TOTAL EVENT INCOME	0	0	0	2,269	4,325	-2,056	2,269	4,325	-2,056
Equestrian Events									
Number of Events	4	6	-2	44	37	7	44	37	7
Total Paid General	0	0	0	0	0	0	0	0	0
Turnstile Attenance - General	850	6,600	-5,750	20,909	16,650	4,259	20,909	16,650	4,259
Turnstile Attendance- Suites	0	0	0	0	0	0	0	0	0
Direct Event Income	2,368	-3,100	5,468	28,185	49,190	-21,005	28,185	49,190	-21,005
Facility Fee Revenue	0	0	0	0	0	0	0	0	0
Suite Ticket Revenue	0	0	0	0	0	0	0	0	0
Conv/Ticket Proc Revenue	0	0	0	0	0	0	0	0	0
Ancillary Income	2,434	18,150	-15,716	60,528	40,040	20,488	60,528	40,040	20,488
TOTAL EVENT INCOME	4,801	15,050	-10,249	88,714	89,230	-516	88,714	89,230	-516

Curry County Events Center
YEAR TO DATE EVENT SUMMARY

All Events
For theTwelveth Month Ending June 30, 2024

	PERIOD TO DATE			YEAR TO DATE			ANNUAL BUDGET		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var	Month	YTD	Budget Var
Fair									
Number of Events	**0**	0	0	**5**	5	0	**5**	5	0
Total Paid General	**0**	0	0	**0**	0	0	**0**	0	0
Turnstile Attenance - General	**0**	0	0	**30,431**	25,950	4,481	**30,431**	25,950	4,481
Turnstile Attendance- Suites	**0**	0	0	**0**	0	0	**0**	0	0
Direct Event Income	**0**	0	0	**11,662**	-10,860	22,522	**11,662**	-10,860	22,522
Facility Fee Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Suite Ticket Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Conv/Ticket Proc Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Ancillary Income	**0**	0	0	**1,707**	10,177	-8,470	**1,707**	10,177	-8,470
TOTAL EVENT INCOME	**0**	0	0	**13,368**	-683	14,051	**13,368**	-683	14,051
Number of Events	**10**	8	2	**98**	93	5	**98**	93	5
Direct Event Income	**5,521**	(2,910)	8,431	**49,184**	94,270	(45,086)	**49,184**	94,270	(45,086)
Facility Fee Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Suite Ticket Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Conv/Ticket Proc Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Ancillary Income	**3,679**	21,800	(18,121)	**114,384**	103,649	10,735	**114,384**	103,649	10,735
TOTAL EVENTS	**9,201**	**18,890**	**(9,689)**	**163,568**	**197,919**	**(34,351)**	**163,568**	**197,919**	**(34,351)**

DEPARTMENT

Curry County Events Center

CONSOLIDATED INDIRECT DEPARTMENT EXPENSES

For theTwelveth Month Ending June 30, 2024

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Personnel Expenses						
Salaries	16,208	19,805	3,597	235,637	255,540	19,903
Part-Time Labor	13,514	15,787	2,274	165,386	209,100	43,714
Temporary Labor	49,933	1,045	(48,888)	78,568	13,300	(65,268)
Allocated to Events	(8,220)	(6,738)	1,482	(10,321)	(106,564)	(96,243)
Bonus	2,567	2,567	0	27,500	27,500	0
Employee Benefits	22,106	5,235	(16,871)	72,496	66,953	(5,542)
401K	457	1,009	551	6,828	13,000	6,172
Payroll Taxes	2,640	3,337	697	44,349	42,557	(1,792)
Allocated to Events	0	0	0	791	(1,000)	(1,791)
Outside Payroll Service	652	603	(50)	10,251	7,230	(3,021)
Total Personnel Expenses	100,127	42,648	(57,479)	631,915	527,616	(104,299)
Expenses						
Other Travel Expense	561	1,450	889	3,932	11,350	7,418
Meeting & Marketing Expense	0	0	0	1,596	1,700	104
Insurance & Bonding	920	1,986	1,066	20,151	23,831	3,680
Workers Compensation	1,105	1,067	(39)	13,262	12,800	(462)
License Fees	0	508	508	2,874	6,100	3,226
Advertising Expense	212	417	205	4,385	5,000	616
Software Maintenance	456	373	(82)	5,884	4,478	(1,406)
Cell Phone/Telephone/Data Lines	0	0	0	100	0	(100)
Contracted Services	0	100	100	784	900	116
UTILITIES EXPENSE	7,032	9,924	2,892	98,859	119,090	20,231
Allocated to Events	0	0	0	(8,019)	(8,000)	19
Contracted Services	229	97	(132)	7,573	1,168	(6,405)
Equipment Maintenance Agreements	0	0	0	944	3,000	2,056
Landscaping And Grounds	0	0	0	174	0	(174)
Buidling Supplies	428	3,960	3,532	31,279	33,600	2,321
R&M Equipment	3,647	1,680	(1,967)	17,697	14,000	(3,697)
Equipment Rental	4,397	0	(4,397)	18,311	6,000	(12,311)
R&M Building	8,120	4,080	(4,040)	51,435	34,000	(17,435)
Landscaping And Grounds	3,209	233	(2,976)	8,841	1,398	(7,443)
Automobile Expenses	1,178	766	(412)	8,091	9,772	1,681
Bad Debt Expense	0	0	0	0	0	0
Bank Fees	0	0	0	15	600	585
Buidling Supplies	508	267	(241)	8,171	3,200	(4,971)
Cleaning Supplies	3,782	1,414	(2,368)	28,532	16,966	(11,566)
Contingency	0	0	0	877	0	(877)
Credit card fees expense	411	300	(111)	1,102	3,600	2,498
Dues & Subscriptions	0	63	63	139	750	611
Training	0	1,000	1,000	4,458	6,000	1,542
Equipment Rental	0	160	160	2,572	1,920	(652)
Linen	0	1,083	1,083	15,632	13,000	(2,632)
Office Supplies	599	125	(474)	5,567	2,000	(3,567)
Pest Control Expense	324	180	(144)	2,589	2,160	(429)
Postage	7	0	(7)	238	0	(238)
Recruiting Expense	9	30	21	168	1,400	1,232
Relocation Expense	0	0	0	18	5,000	4,982
Cell Phone/Telephone/Data Lines	0	618	618	1,713	8,220	6,507
Trash Removal	905	995	90	11,398	19,940	8,542
Uniforms	32	250	218	3,677	800	(2,877)
Total Expenses	29,866	33,126	3,261	366,737	365,743	(994)
Total Departmental Expenses	129,992	75,774	(54,218)	998,651	893,359	(105,292)

100 DEPARTMENT

Curry County Events Center

General & Administration

For theTwelveth Month Ending June 30, 2024

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Personnel Expenses						
Salaries	6,346	6,346	0	82,521	82,500	(21)
Bonus	1,650	1,650	0	16,500	16,500	0
Employee Benefits	2,433	1,305	(1,127)	11,780	16,967	5,187
401K	0	386	386	0	4,950	4,950
Payroll Taxes	618	754	136	8,745	9,336	591
Outside Payroll Service	0	0	0	0	0	0
Total Personnel Expenses	11,208	10,441	(767)	119,707	130,253	10,546
Expenses						
Other Travel Expense	561	50	(511)	2,653	600	(2,053)
Meeting & Marketing Expense	0	0	0	1,596	1,700	104
Dues & Subscriptions	0	63	63	0	750	750
Training	0	0	0	658	1,500	842
Recruiting Expense	0	0	0	19	0	(19)
Cell Phone/Telephone/Data Lines	0	65	65	593	784	191
Total Expenses	561	178	(383)	5,602	5,334	(268)
Total Departmental Expenses	11,769	10,619	(1,150)	125,309	135,587	10,278

130 DEPARTMENT

Curry County Events Center

Finance

For theTwelveth Month Ending June 30, 2024

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Personnel Expenses						
Salaries	4,077	4,077	0	53,008	53,000	(8)
Part-Time Labor	0	1,885	1,885	14,442	23,400	8,958
Concession wages	0	0	0	0	0	0
Bonus	442	442	0	5,300	5,300	0
Employee Benefits	2,438	1,100	(1,338)	12,429	13,200	771
401K	226	226	0	3,121	2,915	(206)
Payroll Taxes	359	598	239	6,389	7,728	1,339
Allocated to Events	0	0	0	791	(1,000)	(1,791)
Outside Payroll Service	652	603	(50)	10,251	7,230	(3,021)
Total Personnel Expenses	8,198	8,930	731	105,736	111,773	6,037
Expenses						
Software Maintenance	456	373	(82)	5,727	4,478	(1,249)
Contracted Services	0	100	100	784	400	(384)
Automobile Expenses	0	52	52	0	702	702
Bad Debt Expense	0	0	0	0	0	0
Bank Fees	0	0	0	15	600	585
Credit card fees expense	411	300	(111)	1,102	3,600	2,498
Training	0	0	0	0	1,500	1,500
Cell Phone/Telephone/Data Lines	0	69	69	493	828	335
Total Expenses	867	894	27	8,121	12,108	3,987
Total Departmental Expenses	9,065	9,824	759	113,856	123,881	10,025

330 DEPARTMENT

Curry County Events Center

Operations

For theTwelveth Month Ending June 30, 2024

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Personnel Expenses						
Salaries	4,385	4,385	0	57,001	57,000	(1)
Part-Time Labor	8,077	12,127	4,050	137,027	164,400	27,373
Temporary Labor	49,933	1,045	(48,888)	78,568	11,500	(67,068)
Allocated to Events	(4,197)	(5,651)	(1,454)	(4,197)	(93,164)	(88,967)
Bonus	475	475	0	5,700	5,700	0
Employee Benefits	4,972	1,524	(3,448)	25,764	19,818	(5,946)
401K	231	243	12	3,706	3,135	(571)
Payroll Taxes	1,297	1,624	327	21,832	21,112	(720)
Allocated to Events	0	0	0	0	0	0
Outside Payroll Service	0	0	0	0	0	0
Total Personnel Expenses	65,278	15,773	(49,506)	325,507	189,501	(136,006)
Expenses						
Other Travel Expense	0	0	0	0	250	250
UTILITIES EXPENSE	7,032	9,924	2,892	98,859	119,090	20,231
Allocated to Events	0	0	0	(8,019)	(8,000)	19
Contracted Services	229	97	(132)	7,573	1,168	(6,405)
Equipment Maintenance Agreements	0	0	0	944	3,000	2,056
Landscaping And Grounds	3,209	233	(2,976)	8,841	1,398	(7,443)
Building Supplies	393	3,960	3,567	24,417	33,000	8,583
R&M Equipment	3,647	1,680	(1,967)	17,697	14,000	(3,697)
Equipment Rental	4,397	0	(4,397)	18,311	6,000	(12,311)
R&M Building	8,120	4,080	(4,040)	51,435	34,000	(17,435)
Other Expense	0	0	0	0	0	0
Automobile Expenses	1,178	589	(589)	8,037	7,070	(967)
Buidling Supplies	508	267	(241)	8,171	3,200	(4,971)
Cleaning Supplies	3,763	1,414	(2,349)	28,514	16,966	(11,548)
Landscaping And Grounds	0	0	0	174	0	(174)
Dues & Subscriptions	0	0	0	0	0	0
Training	0	1,000	1,000	3,800	1,500	(2,300)
Equipment Rental	0	0	0	0	0	0
Office Supplies	0	0	0	218	0	(218)
Other Expense	0	0	0	0	0	0
Pest Control Expense	324	180	(144)	2,589	2,160	(429)
Cell Phone/Telephone/Data Lines	0	69	69	446	828	382
Trash Removal	905	995	90	11,246	19,440	8,194
Uniforms	32	250	218	637	800	163
Total Expenses	33,737	24,738	(8,998)	283,832	255,870	(27,962)
Total Departmental Expenses	99,015	40,511	(58,504)	609,339	445,371	(163,968)

200 DEPARTMENT

Curry County Events Center

Sales

For theTwelveth Month Ending June 30, 2024

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Personnel Expenses						
Salaries	0	0	0	0	0	0
Part-Time Labor	0	0	0	0	0	0
401K	0	0	0	0	0	0
Payroll Taxes	0	0	0	0	0	0
Allocated to Events	0	0	0	0	0	0
Total Personnel Expenses	0	0	0	0	0	0
Expenses						
Advertising Expense	212	417	205	4,385	5,000	616
Contracted Services	0	0	0	0	500	500
Printing	118	0	(118)	118	0	(118)
Cell Phone/Telephone/Data Lines	0	0	0	0	800	800
Trash Removal	0	0	0	152	500	348
Uniforms	0	0	0	3,040	0	(3,040)
Total Expenses	330	417	87	7,695	6,800	(895)
Total Departmental Expenses	330	417	87	7,695	6,800	(895)

440 DEPARTMENT

Curry County Events Center

Overhead

For theTwelveth Month Ending June 30, 2024

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Expenses						
Other Travel Expense	0	1,400	1,400	1,279	10,500	9,221
Insurance & Bonding	920	1,986	1,066	20,151	23,831	3,680
Workers Compensation	1,105	1,067	(39)	13,262	12,800	(462)
Management Fee Expense	0	0	0	0	0	0
License Fees	0	508	508	2,874	6,100	3,226
Advertising Expense	0	0	0	0	0	0
Credit card fees expense	0	0	0	0	0	0
Equipment Rental	0	160	160	2,572	1,920	(652)
Office Supplies	599	125	(474)	5,349	2,000	(3,349)
Other Expense	(8,322)	0	8,322	(8,322)	0	8,322
Postage	7	0	(7)	238	0	(238)
Recruiting Expense	9	30	21	149	1,400	1,251
Relocation Expense	0	0	0	18	5,000	4,982
Cell Phone/Telephone/Data Lines	0	350	350	100	4,200	4,100
Uniforms	0	0	0	0	0	0
Total Expenses	(5,682)	5,626	11,308	38,786	67,751	28,965
Total Departmental Expenses	(5,682)	5,626	11,308	38,786	67,751	28,965

160 DEPARTMENT

Curry County Events Center

Event Production

For theTwelveth Month Ending June 30, 2024

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Personnel Expenses						
Salaries	0	3,077	3,077	24,116	40,000	15,884
Part-Time Labor	1,414	733	(680)	2,146	8,800	6,654
Allocated to Events	0	(733)	(733)	(571)	(8,800)	(8,229)
Employee Benefits	12,263	1,305	(10,957)	22,523	16,968	(5,555)
401K	0	154	154	0	2,000	2,000
Payroll Taxes	126	264	139	2,376	3,125	749
Total Personnel Expenses	13,802	4,800	(9,002)	50,590	62,093	11,502
Expenses						
Automobile Expenses	0	125	125	0	1,500	1,500
Training	0	0	0	0	1,500	1,500
Linen	0	1,083	1,083	15,632	13,000	(2,632)
Cell Phone/Telephone/Data Lines	0	65	65	81	780	699
Trash Removal	0	0	0	0	0	0
Uniforms	0	0	0	0	0	0
Total Expenses	0	1,273	1,273	15,767	16,780	1,013
Total Departmental Expenses	13,802	6,074	(7,728)	66,357	78,873	12,516

Curry County Events Center
Food and Beverage
For theTwelveth Month Ending June 30, 2024

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Personnel Expenses						
Salaries	1,400	1,920	520	18,992	23,040	4,048
Part-Time Labor	4,023	1,042	(2,981)	11,771	12,500	729
Temporary Wages	0	0	0	0	1,800	1,800
Allocated to Events	(4,023)	(354)	3,670	(5,553)	(4,600)	953
Payroll Taxes	241	97	(144)	5,006	1,256	(3,750)
Total Personnel Expenses	1,640	2,704	1,064	30,216	33,996	3,780
Expenses						
Buidling Supplies	35	0	(35)	6,862	600	(6,262)
Automobile Expenses	0	0	0	0	500	500
Buidling Supplies	0	0	0	0	0	0
Cleaning Supplies	18	0	(18)	18	0	(18)
Total Expenses	53	0	(53)	6,880	1,100	(5,780)
Total Departmental Expenses	1,694	2,704	1,011	37,096	35,096	(2,000)

Curry County Events Center
CONSOLIDATED OTHER INCOME
For theTwelveth Month Ending June 30, 2024

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Main 4280						
SPONSORSHIP INCOME						
Advertising Sponsorship Income	3,712	3,700	12	51,891	40,000	11,891
OTHER INCOME COST OF SALES						
Shavings	0	(361)	361	(7,489)	(4,332)	(3,157)
Vending	0	(28)	28	0	(336)	336
Vending Cost of Goods 5500						
OTHER INCOME						
Vending/Vendor Income/Rebate	0	50	(50)	11,473	600	10,873
Fair Ticket Booth Sales	0	0	0	0	0	0
Stalls	1,957	250	1,707	2,653	3,000	(347)
RV Rentals	0	388	(388)	429	4,656	(4,227)
Shavings and Supplies	565	290	275	1,972	3,480	(1,508)
Ride Fees	(422)	60	(482)	6,692	720	5,972
Convenience Fees	0	20	(20)	0	240	(240)
Interest Income	217	12	205	2,210	144	2,066
TOTAL OTHER INCOME	2,317	681	1,636	17,941	8,172	9,769
GROSS OTHER REVENUE	6,029	4,381	1,648	69,832	48,172	21,660

VII.1

Fire & Safety Department

TO: Board of County Commissioners
FROM: Michael Booth
DATE: September 24, 2024
SUBJECT: **Request Action of Contract Between Target Solutions, LLC d/b/a Vector Solutions and Curry County for Computer Training Software for all County Fire Departments in the Amount of $15,133.00 - Michael Booth**

Please See Attached, The State Fire Marshal's Office is Starting to Incorporate the Same Standards for Volunteer Firefighters as They do for Career Firefighters with the Amount of Training Hours That Each Individual is Required to Have Every Year. The Minimum is 216 Hours Depending on Rank Structure. The Funds Will Come Out of Each Department's Fire Funds Along With Fire Administration.

Prepared by Kaitlin Bentley

Last updated on 09/18/2024

ATTACHMENTS:

- Curry County SAAS Agreement 09.18.24.pdf

Quote ID
Q-373815

Valid Until
Thursday, October 10, 2024

Contact Name
Michael Esse

TargetSolutions Learning, LLC Agreement
Schedule A

Date: Tuesday, September 24, 2024

Client Information

Client Name: Curry County	
Address: 417 Gidding Street Suite 100 Clovis, NM 88101	
Primary Contact Name: Michael Booth	**Primary Contact Phone:** (575) 763-6016

Agreement Term

Effective Date: 09/30/2024	**Initial Term:** 12 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Michael Booth		
Billing Address: 417 Gidding Street Suite 100 Clovis, New Mexico 88101	**Billing Phone:** **Billing Email:** mbooth@currycounty.org	
PO#:	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSPREMIER	Vector LMS, Target Solutions Edition Premier Membership	Training management for public entities and professionals	74	$108.00	$7,992.00
TSCHECKIT-BL	Vector Check It - Blended Per Person Assigned PPE/Equipment and Vehicles, Storage and/or Drug Box's	PPE and/or Equipment assigned to individuals	74	$69.00	$5,106.00
TSMAINTFEES	Vector LMS, Target Solutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, Target Solutions Edition	1	$435.00	$435.00

Annual Total: $13,533.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
TSPS-IMP	Vector LMS, Target Solutions Edition Implementation Investment	One Time set-up and implementation fee; includes site customization, training and data upload support	1	$800.00	$800.00
CHECKITIMP	Check It One-time Implementation Fee		1	$800.00	$800.00

One-Time Total: $1,600.00

Grand Total (including Annual and One-Time): $15,133.00

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date (“Due Date”). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. Upon termination or expiration of the Initial Term, this Agreement may be renewed upon mutual written agreement signed by both Parties.

Address for Notices:

Target Solutions, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Curry County
417 Gidding Street
Suite 100
Clovis, NM 88101

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **Target Solutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us"") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties) and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service ("**Services**"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or https://support.vectorsolutions.com/s/contactsupport

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5 Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. **YOUR RESPONSIBILITIES AND USE RESTRICTIONS.**

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User"** is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. **FEES AND PAYMENTS.**

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. **INTELLECTUAL PROPERTY RIGHTS.**

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. Upon receipt of written consent from You, we are authorized to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. **TERM, TERMINATION, AND NOTICE.**

5.1 Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Services may remain active for thirty (30) days solely for purpose of our record keeping (the "**Expiration Period**"). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. **MUTUAL WARRANTIES AND DISCLAIMER.**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action ; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third- party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. **LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. **OBLIGATIONS OF BOTH PARTIES**.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

9. **CONFIDENTIALITY**.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. **MISCELLANEOUS**.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You knowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the

terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With

respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector WorkSafe Services and Vector LiveSafe Services

This Section B. contains service specific terms and conditions that will apply only if You are purchasing **Vector WorkSafe Services or Vector LiveSafe Services (collectively "LiveSafe Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. Authorized Users**. Authorized Users** (interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .

2. Your Responsibilities**.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.

3. Your Data. You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply if You are licensing or using Vector WorkSafe Services, LiveSafe Essentials or Vector LiveSafe Services (collectively "LiveSafe Services") in Schedule A. Otherwise, the following terms will not apply to You.

1. Access and Use. We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.

2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.

3. Your Content. You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.

4. Third-Party Content. You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.

5. Effect of Termination. You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

D. Vector CheckIT™.

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

E. Vector LMS and Services which include access to the Shared Resource Feature.

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own ("**User Generated Content**") that Your Users upload to the shared

resources section of our website with our third-party customers and users that are unrelated to you ("**Our Other Customers**"); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

F. Casino Services.

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party's names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

By: _____

Printed Name: Kegan Konrady

Title: Vice President of Sales

Date: _____

Curry County
417 Gidding Street
Suite 100
Clovis, NM 88101

By: _____

Printed Name: Lance Pyle

Title: County Manager

Date: _____

VII.2

Fire & Safety Department

TO: Board of County Commissioners
FROM: Michael Booth
DATE: September 24, 2024
SUBJECT: **Request Action on Field Fire Department Building Addition Change Order Request #1 in the Amount of $13,322.23 to Add Stem Walls and Slope the Concrete Slab - Michael Booth**

Please See Attached. The Cost Will Come from the Field and Fire Administration Fire Funds.

Prepared by Kaitlin Bentley
Last updated on 09/17/2024

ATTACHMENTS:

- Change Order Proposal Breakdown - Field Fire Station Additions - Add Stem Wall and Slope Slab - 7-17-24.pdf

GORDIAN® | Job Order Contracting Core

Job Order Package

This proposal was prepared exclusively for Cooperative Educational Services

Job Name:	Curry County Field Fire Station Additions - Add Stem walls and sloped slab
Contract Name:	CES JOC Order Contracting (JOC) - General Construction-2023-05-R1244-ALL
Contractor Name:	Nick Griego & Sons Construction, Inc.
Created On:	07/17/2024
Generated By:	using Gordian Job Order Contracting Core for Cooperative Educational Services

GORDIAN® | Job Order Contracting Core

Job Order Details - Curry County Field Fire Station Additions - Add Stem walls and sloped slab

This proposal was prepared exclusively for Cooperative Educational Services

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Job Number: CUR-2023-003.02
Job Name: Curry County Field Fire Station Additions - Add Stem walls and sloped slab

GORDIAN® | Job Order Contracting Core

Detailed Scope Of Work - Curry County Field Fire Station Additions - Add Stem walls and sloped slab

This proposal was prepared exclusively for Cooperative Educational Services

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Job Number: CUR-2023-003.02
Job Name: Curry County Field Fire Station Additions - Add Stem walls and sloped slab
Date Created: 07/17/2024
Last Updated: 07/17/2024

Add 6"x8" Stem Wall Slope concrete slab to door ways. Cut existing columns base plates for elevation change Weld column base plates for elevation change Add import for grading new sloped area

GORDIAN® | Job Order Contracting Core

Price Proposal - CES JOC Order Contracting (JOC) - General Construction-2023-05-R1244-ALL

This proposal was prepared exclusively for Cooperative Educational Services

Job Number:	CUR-2023-003.02
Job Name:	Curry County Field Fire Station Additions - Add Stem walls and sloped slab
Contractor:	Nick Griego & Sons Construction, Inc.
Date Created:	07/17/2024
Last Update:	07/17/2024
Proposal Value:	$13,322.23
Construction Procurement Catalog:	Year 2024 Quarter 2 - CLOVIS, NM

Summary By Division

Division	Line Total
01 General Requirements	$936.12
01 General Requirements	$925.21
03 Concrete	$9,412.91
05 Metals	$1,473.22
31 Earthwork	$574.77

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
Performance and Payment Bonds @ 1.5%	01 General Requirements	185.960000	$1.00	1.0000	$185.96
NMGRT @ 5.8750	01 General Requirements	739.250000	$1.00	1.0000	$739.25

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
1	General Requirements	014523500080		Day	Testing and inspecting, supervision of earthwork Supervision of Earthwork per day	$936.12

QTY	Unit Price	Factor	Total
2.000000	$365.67	1.2800	$936.12

2	General Requirements	Non-Prepriced		EA	Performance and Payment Bonds @ 1.5%	$185.96

					QTY	Unit Price	Factor	Total
					185.960000	$1.00	1.0000	$185.96
3		Non-Prepriced	EA	NMGRT @ 5.8750				$739.25
					QTY	Unit Price	Factor	Total
					739.250000	$1.00	1.0000	$739.25
4	Concrete	031113850100	Ea.	C.I.P. concrete forms, wall, box out for opening, to 16" thick, to 10 S.F., includes erecting, bracing, stripping and cleaning Box out for wall openings, to 16" thick, to 10 S.F.				$342.48
					QTY	Unit Price	Factor	Total
					2.000000	$133.78	1.2800	$342.48
5		031113851000	L.F.	C.I.P. concrete forms, wall, corbel/haunch, add to wall form, to 12" wide, 1 use, includes erecting, bracing, stripping and cleaning Corbel or haunch, to 12" wide, add to wall forms, 1 use				$4,685.13
					QTY	Unit Price	Factor	Total
					197.000000	$18.58	1.2800	$4,685.13
6		032111600100	Ton	Reinforcing steel, in place, beams and girders, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories Beams & Girders, #3 to #7				$888.16
					QTY	Unit Price	Factor	Total
					0.256612	$2,703.98	1.2800	$888.16
7		033113350300	C.Y.	Structural concrete, ready mix, heavyweight, 4000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments 4000 psi				$1,534.07
					QTY	Unit Price	Factor	Total
					7.296300	$164.26	1.2800	$1,534.07
8		033113700050	C.Y.	Structural concrete, placing, beam, small, elevated, pumped, includes leveling (strike off) & consolidation, excludes material Beams, elevated, small beams, pumped				$510.58
					QTY	Unit Price	Factor	Total
					7.296300	$54.67	1.2800	$510.58
9		033529600300	S.F.	Concrete finishing, walls, bush hammer, green concrete Bush hammer, green concrete				$870.66
					QTY	Unit Price	Factor	Total
					327.020000	$2.08	1.2800	$870.66
10		033529600600	S.F.	Concrete finishing, walls, float finish, 1/16" thick Float finish, 1/16" thick				$581.83
					QTY	Unit Price	Factor	Total
					327.020000	$1.39	1.2800	$581.83
11	Metals	050513506000	Ton	Paints and protective coatings, galvanizing structural steel in shop, over 20 tons, hot dip Over 20 tons				$115.48

				QTY	Unit Price	Factor	Total	
				0.100000	$902.16	1.2800	$115.48	
12		051223652230	S.F.	Steel plate, 3/4" T, warehouse price, no shop fabrication, welded in place 3/4" steel plate, welded in place				$1,068.44
				QTY	Unit Price	Factor	Total	
				16.000000	$52.17	1.2800	$1,068.44	
13		050521100150	L.F.	Cutting, steel, to 3/4" thick, by hand, incl prep, torch cutting & grinding, excl staging 3/4" thick				$289.30
				QTY	Unit Price	Factor	Total	
				72.210000	$3.13	1.2800	$289.30	
14	Earthwork	312323154050	B.C.Y.	Borrow, common earth, 3/4 C.Y. bucket, loading and/or spreading, front end loader, wheel-mounted 3/4 C.Y. bucket				$574.77
				QTY	Unit Price	Factor	Total	
				19.600000	$22.91	1.2800	$574.77	

VII.3

Grants Department

TO: Board of County Commissioners
FROM: Kristian Price
DATE: September 24, 2024
SUBJECT: **Request Acceptance on the Land and Water Conservation Fund Grant Award and Action on Memorandum of Agreement with the State of New Mexico Energy, Minerals and Natural Resources Department, State Parks Division in the Amount of $31,021 to Purchase and Install Picnic Tables and Shading at the Honorable Judge Reuben E. Nieves Courtyard - Kristian Price**

See attached

Prepared by Kaitlin Bentley
Last updated on 09/18/2024

ATTACHMENTS:

- Funding Requirements Memo.pdf
- LWCF MOA.pdf

Curry County New Mexico
Board of County Commissioners
417 Gidding Street, Suite 100
Clovis, NM 88101
Phone (575) 763-6016 · FAX (575) 763-3656

COMMISSIONERS
Fidel Madrid · District 1
Brad Bender · District 2
Dusty Leatherwood · District 3
Seth Martin · District 4
Robert Thornton · District 5

County Manager · Lance A. Pyle

MEMORANDUM

TO: Board of Curry County Commission
FROM: Kristian Price, Community Services Administrator
CC: Lance A. Pyle, County Manager
DATE: September 18, 2024
RE: LWCF Grant Award

Curry County has received funding through the Land and Water Conservation Fund (LWCF) to purchase and install tables and shading at the Honorable Judge Rueben E. Nieves Courtyard. The County has been awarded $31,021.00 with a cash match of $31,021.00 for a total project total of $62,042.00

There are certain stipulations the County must agree to when accepting this funding. These requirements are listed below.

- The County cannot convert the use of the property from the purpose of outdoor recreation without federal permission
- The County is required to place a sign that acknowledges the use of federal money at the site
- The County cannot convert or transfer the property without federal permission

**MEMORANDUM OF AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND
NATURAL RESOURCES DEPARTMENT,
STATE PARKS DIVISION
AND
CURRY COUNTY**

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into by the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), State Parks Division and Curry County (Entity).

WHEREAS, the State Parks Division, pursuant to NMSA 1978, Sections 16-1-1 *et seq*., and the Federal Land and Water Conservation Fund (LWCF) Act of 1965 (P.L. 88-578), is responsible for administering the LWCF program for New Mexico; and

WHEREAS, EMNRD and Entity desire to enter into this Agreement for administrative efficiency so that the project detailed in the Application (Attachment A) can be carried out through a single program; and

WHEREAS, EMNRD is bound by the terms and conditions of the U.S. Department of the Interior, National Park Service (NPS) Notice of Funding Award for LWCF projects and that requirement carries over to the Entity as well,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE METHOD BY WHICH THIS PURPOSE SHALL BE ACCOMPLISHED IS AS FOLLOWS:

1. Entity shall:

A. Construct the additions to Nieves Courtyard as described in Attachment A, and in compliance with the regulations and policies implementing the LWCF Act and the U.S. Department of the Interior, National Park Service (NPS) LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended (available at https://www.emnrd.nm.gov/spd/land-and-water-conservation-fund/).

B. Notify EMNRD in writing if Entity proposes to convert the land or facilities referenced in Paragraph 1.A. above to non-recreational uses, or in the event they become obsolete and are to be destroyed, prior to taking any action.

C. Quiet claims against title and replace property found to have defective title with other properties if this occurs after project completion pursuant to the LWCF conversion provisions found in 36 CFR 59.

D. File with the county clerk where the property is located and keep a permanent record in Entity's property records and available for public inspection to the effect that the property described in the scope of this Agreement, and the signed and dated project boundary map made part of this Agreement (Attachment C), has been acquired or developed with LWCF assistance and cannot be converted to other than public outdoor recreation use without the written approval of the U.S. Secretary of the Interior.

E. Install and maintain at least one sign on the premises acknowledging that the work involved under this Agreement was financed in part by the NPS under the provisions of the LWCF in partnership with the State Parks Division.

F. Provide a match in the amount of thirty-one thousand, twenty-one dollars ($31,021.00) for this Project, as identified in Attachment A.

G. Submit requests for reimbursement on at least a quarterly schedule along with brief written progress reports to the State Parks Division as described in Attachment B, Chapter 8 – Post-completion and Stewardship.

H. Complete the Project and submit the final billing by August 15, 2027.

I. Manage and maintain the Nieves Courtyard LWCF in compliance with the regulations and policies implementing the LWCF Act and the LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended.

J. Keep the project area reasonably open, accessible, and safe for public use.

K. Maintain the project area, as defined by the agreed-to LWCF Act Section 6(f)(3) boundary map (Attachment C), in perpetuity as an outdoor recreation area and not convert or transfer the property without EMNRD's and NPS's prior written approval and without meeting the requirements outlined in Attachment B.

L. Conduct the environmental preconstruction assessment recommendations from the New Mexico Department of Game and Fish found in Attachment D.

2. EMNRD shall:

A. Conduct inspections or coordinate self-inspections of the Project, every five years, as required by the LWCF Act and report the results to the NPS.

B. Ensure that Entity follows the Standards and Guidelines for the completed project as outlined in Attachment B.

C. Comply with the applicable Recipient requirements at:

https://www.emnrd.nm.gov/spd/land-and-water-conservation-fund/.

3. Compensation:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to Attachment A, and as specified below. This amount shall not exceed thirty-one thousand, twenty-one dollars ($31,021.00), including travel pursuant to Subparagraph B, New Mexico gross receipts taxes pursuant to Subparagraph C, and the invoicing and accounting requirements pursuant to Subparagraph D of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below and in Attachment A:

LWCF Funds:	$31,021.00
Entity Match:	$31,021.00
Total:	$62,042.00

EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. EMNRD shall pay such travel expenses as may be incurred in, and that are necessary for, this Agreement's performance at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, Sections 10-8-1, *et seq.* as implemented by the current Department of Finance and Administration (DFA) rule and the current EMNRD travel policy.

C. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement.

D. Entity must submit detailed invoices accounting for all services performed, and expenses incurred, and which document the source and type of match, on at least a quarterly schedule. Invoices evidencing the propriety of each claim for payment must be supported by approved purchase order. Entity's allowable costs and cost principles shall be dictated by OMB Circular A-87. If EMNRD finds that the invoice services, or expenses are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to Entity within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term: This MOA becomes effective on the date of signature of the EMNRD Secretary or Designee. It shall be ongoing, unless with EMNRD's prior written approval, Entity transfers the Project to another entity, or in the event of transfer or conversion, if Entity provides a replacement property and the parties enter into a new agreement for the new location. Any transfer or conversion requires EMNRD to obtain NPS approval to be valid.

5. Project Termination

1. The NPS Director may temporarily suspend federal assistance under the project pending corrective action by EMNRD or pending a decision to terminate the grant by the NPS.

2. EMNRD may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by EMNRD only by mutual agreement with the NPS.

3. The NPS Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the Entity has failed to comply with the conditions of the grant. The NPS Director will promptly notify EMNRD in writing of the determination and the reasons for the termination, together with the effective date. Payments

made EMNRD or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The NPS Director or EMNRD may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Entity shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to EMNRD for the federal share of the non-cancelable obligations, properly incurred by the Entity prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by EMNRD and the NPS Director or that all funds provided by the NPS be returned.

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

7. Assignment: Entity 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 EMNRD's prior written approval.

8. Subcontracting: Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Entity shall comply with 2 C.F.R. Sections 200.317 through 200.327 for procurement of subcontractors conducted pursuant to this Agreement.

B. Entity is required to provide EMNRD with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received, and methods to select each subcontractor.

C. Any subcontract agreement shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

D. Travel expense reimbursement requested for subcontractors, if applicable, shall be reimbursed in accordance with rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, § 10-8-1 *et seq*., as implemented by the current DFA Rule and EMNRD Travel Policy.

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

10. Confidentiality: Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

11. Conflict of Interest; Governmental Conduct Act: Entity warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through –18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

12. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto. EMNRD may consider, with NPS approval, amendments to add a cost overrun for Formula grants issued from the State's yearly NPS LWCF appropriation. Only those additional costs incurred within the Formula grant project period will be considered for reimbursement. LWCF Formula grant projects are potentially eligible for NPS budget amendments upon completion of the project at the sole discretion of the NPS.

13. 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, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless as embodied in this Agreement.

14. Penalties for Violation of Law: The Procurement Code, NMSA 1978, SectionsSections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

15. Equal Opportunity Compliance: Entity 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 Entity 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 Entity is found not to be in compliance with these requirements during the life of this Agreement, Entity agrees to take appropriate steps to correct these deficiencies.

16. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's 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, Entity acknowledges and agrees to the exclusive 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.

17. Records and Audit:

A. Entity 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 until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico if the Entity has an office within the state; otherwise, Entity shall make such records available to EMNRD within 10 days upon EMNRD's request. During this time, such records shall be subject to inspection by EMNRD, DFA, the State Auditor, and NPS. Entity further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses related to this Agreement for which exception is under consideration by NPS or any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Entity receives $750,000 or more in federal funding from all sources in the aggregate in a fiscal year, Entity's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. Contractors who do not meet the $750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, SectionsSections 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. To comply with state audit requirements, Entity shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

18. Liability: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended.

19. Procurement, Utilization, and Disposition of Property: Entity shall comply with NPS regulations regarding the disposition of property as specified in the LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended.

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

21. Enforcement of Agreement: A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance 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 waiver of a specified right by a party shall be effective to waive any other rights.

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

To EMNRD:

LWCF Program Coordinator or LWCF Alternate State Liaison Officer
EMNRD, State Parks Division
1220 S. St. Francis Drive
Santa Fe, NM 87505

General Counsel
EMNRD – Office of the Secretary
1220 S. St. Francis Drive
Santa Fe, NM 87505

To the Entity:

Robert Thornton
Curry County Commission Chair
417 Giddings Street, Suite 100
Clovis, NM 88101
575-763-6016
rthornton@currycountynm.gov

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

23. Authority: If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that he or she has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter into a binding contract.

24. Acknowledgment: Entity shall acknowledge EMNRD and NPS as co-sponsors and funding sources in all news releases, programs, proceedings, and related publicity/publications for the project.

25. Attorney's Fees and Costs: Entity agrees that if a court of competent jurisdiction finds Entity has breached this Agreement, or amendments hereto, or to have committed any tortious act relating to this Agreement's scope, EMNRD may recover from Entity reasonable attorneys' fees and costs in connection with litigation brought to obtain the judicial determination and to collect any judgment.

26. Minimum Wage Rate: If applicable, Entity shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

27. Compliance with Law and Funding Source Conditions:

A. Entity shall comply with all applicable state and federal statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement and as described in Attachments B and D.

B. Entity shall comply with 2 C.F.R. Sections 200.317 through 200.327 for procurement conducted pursuant to this Agreement.

C. Compliance with NMSA 1978, § 66-7-374, Texting While Driving - Entity and Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

D. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) - Entity shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

(1) including qualified MBEs/WBEs on solicitation lists;

(2) assuring that MBEs/WBEs are solicited once they are identified;

(3) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;

(4) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;

(5) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and

(6) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

E. Compliance with Trafficking Victims Protection Act of 2000 - Entity, Entity's employees, subcontractors, and subcontractors' employees shall not:

(1) engage in severe forms of trafficking in persons during this Agreement's term;

(2) procure a commercial sex act during this Agreement's term; or

(3) use forced labor in the performance of this Agreement.

E. Entity shall not award subcontracts to parties listed on the governmentwide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. page 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

F. If applicable, Entity must comply with Section 6002 of the Solid Waste Disposal Act, as amendment by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the U.S. Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. If the value of this Agreement exceeds $100,000, Entity shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

H. If this Agreement is valued at more than $150,000, Entity shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans); and EPA regulations.

I. Entity shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency.

J. Entity will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894

(1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

K. Whistleblower Protection:

(1) If this Agreement is valued at more than $150,000, Entity shall inform its employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712.

(2) Entity shall insert the substance of this clause, including this paragraph in all subcontracts over $150,000.

L. Minimum Wages Under Executive Order 13658 (January 2015):

1. Definitions. As used in this clause:

"United States" means the 50 states and the District of Columbia.

"Worker":

a. means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. Part 541,

(iii) regardless of the contractual relationship alleged to exist between the individual and the employer.

b. includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c); and

c. also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

2. Executive Order Minimum Wage Rate:

a. Entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this Work Plan, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

b. Entity shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The

Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor website) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this Work Plan.

c. Entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(i) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph 2.b. Contractors shall consider any subcontractor requests for such price adjustment.

(ii) EMNRD will not adjust the contract price under this clause for any costs other than those identified in paragraph 2.c., and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

d. Entity warrants that the prices in this Work Plan do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

e. A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this Work Plan establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

f. Entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. Entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. 10.23, Deductions.

h. Entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

i. Nothing in this clause shall excuse Entity from compliance with any applicable federal or state prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

j. Entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

k. Entity shall follow the policies and procedures in 29 C.F.R. 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

l. This clause applies to workers as defined in paragraph (a). As provided in that definition:

(i) workers are covered regardless of the contractual relationship alleged to exist between Entity or subcontractor and the worker;

(ii) workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

m. This clause does not apply to:

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the Work Plan, but who are not directly engaged in performing the specific work called for by the Work Plan, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such Work Plans;

(ii) individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and § 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to:-

(a) learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a);

(b) students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b); and

(c) those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(l) and 29 C.F.R. Part 541).

n. Notice. Entity shall notify all workers performing work on, or in connection with, this Work Plan of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, Entity may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, Entity shall post notice, using the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any website that is

maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

o. Payroll Records.

(i) Entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(a) name, address, and social security number;

(b) the worker's occupation(s) or classification(s);

(c) the rate or rates of wages paid;

(d) the number of daily and weekly hours worked by each worker;

(e) any deductions made; and

(f) total wages paid.

(ii) Entity shall make records pursuant to paragraph n. of this clause available for inspection and transcription by authorized representatives of the Administrator. Entity shall also make such records available upon request of EMNRD.

(iii) Entity shall make a copy of the Work Plan available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(iv) Failure to comply with this paragraph n. shall be a violation of 29 C.F.R. 10.26 and this Work Plan. Upon direction of the Administrator or upon EMNRD’s own action, payment shall be withheld until such time as the noncompliance is corrected.

(v) Nothing in this clause limits or otherwise modifies Entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(vi) Access. Entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(vii) Withholding. EMNRD, upon its own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from Entity under this Work Plan or any other federally funded Work Plan or contract with the same Entity, sufficient to pay workers the full amount of wages required by this clause.

(viii) Disputes. Department of Labor has set forth in 29 C.F.R. 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 C.F.R. Part 10. Such disputes shall be resolved in accordance with those procedures and not the disputes clause of this Work Plan. These disputes include disputes between Entity (or any of its subcontractors)

and EMNRD, the Department of Labor, or the workers or their representatives.

(ix) Anti-retaliation. Entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(x) Subcontractor compliance. Entity is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(xi) Subcontracts. Entity shall include the substance of this clause, including this paragraph K. in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

28. Insurance Coverage: Entity shall provide EMNRD a statement indicating that the activities described in Attachment A, are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Entity shall maintain continuous coverage of the activities described in Attachment A, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, Sections 52-1-1, *et seq*., if applicable. If the Entity fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

C. Flood insurance as required by the Flood Disaster Protection Act of 1973 (P.L. 93-234) for insurable facilities located within special flood hazard areas for which the Federal Insurance Administration has issued a flood hazard boundary map or a flood insurance rate map.

IN WITNESS WHEREOF, the parties have herein set their hand.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: _____ Date: _____
Cabinet Secretary or Designee

CURRY COUNTY

By: _____ Date: _____
Authorized Representative Signature

_____
Entity's Printed Name and Title

Attachment A
Application

Curry County
New Mexico
Board of County Commissioners
417 Gidding Street, Suite 100
Clovis, NM 88101
Phone (575) 763-6016 · Fax (575) 763-3656

COMMISSIONERS
Robert O. Sandoval · District 1
Tom Martin · District 2
Chet Spear · District 3
Seth Martin · District 4
Robert Thornton · District 5

County Manager · Lance A. Pyle

November 10, 2022

New Mexico Energy, Minerals and Natural Resources Department
Land Water and Conservation Fund Advisory Committee
1220 S. St. Francis Dr.
Santa Fe, New Mexico 87505

Re: Curry County LWCF Application Transmittal Letter

Dear LWCF Advisory Committee,

Curry County wishes to submit the included application for consideration to fund the purchase and installation of picnic tables and shades at the parklet area located at 8th and Main St. in Clovis, NM. This area is owned and maintained by Curry County and allows public access at no charge. This area is used for events, family gatherings, and more. Our goal of this project is to increase the use of this space.

On November 8, 2022, the Curry County Commission approved and signed Resolution 2022-92 designating the County Manager as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Land and Water Conservation Fund Grant Program. The Resolution also states that Curry County is committing up to $30,000.00 as a cash contribution toward the installation of new ADA compliant picnic tables and shading for existing and new picnic tables and the stage for a total project cost not to exceed $60,000.00.

Curry County accepts all guidelines of the General Provisions of the LWCF State and Local Assistance Program (Attachment C) and the Open Project Selection Process (Attachment D) and evaluation factors.

The following individuals may be contacted in regards to this program or application.

Authorized Representative		
Lance A. Pyle	Kristian Price	Ben Roberts
Curry County Manager	Grant Administrator	Public Services Director
575.763.6016 – office	575.763.6016 ext. 132	575.763.6016 ext. 113
575.763.3656 – fax	575.763.3656 – fax	575.763.3656 - fax
lpyle@currycounty.org	kprice@currycounty.org	broberts@currycounty.org

Thank you for your time and consideration of our project. Please contact me if you have any questions, comments, or concerns.

Lance A. Pyle
Curry County Manager

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424 Version 04

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
○ Preapplication	◉ New	
◉ Application	○ Continuation	* Other (Specify)
○ Changed/Corrected Application	○ Revision	

* 3. Date Received:	4. Applicant Identifier:
07/05/2024	

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	07/05/2024	7. State Application Identifier:	SAI exempt

8. APPLICANT INFORMATION:

* a. Legal Name:	ENERGY, MINERALS & NATURAL RESOURCES DEPARTMENT, NEW MEXICO

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. UEI:
856000565	MJKLQGKGWHL9

d. Address:

* Street1:	1220 S Saint Francis Dr
Street2:	
* City:	Santa Fe
County:	
* State:	New Mexico
Province:	
* Country:	UNITED STATES
* Zip / Postal Code:	87505-4225

e. Organizational Unit:

Department Name:	Energy, Minerals and Natural Resources
Division Name:	State Parks

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Dr.	* First Name:	Robert
Middle Name:			
* Last Name:	Stokes		
Suffix:			

Title:	Program Support Bureau Chief and ASLO

Organizational Affiliation:
New Mexico State Parks

* Telephone Number:	5054790911	Fax Number:	

* Email:	robert.stokes@emnrd.nm.gov

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424 Version 04

9. Type of Applicant 1: Select Applicant Type:

State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

DOI-National Park Service

11. Catalog of Federal Domestic Assistance Number:

15.916

CFDA Title:

Outdoor Recreation Acquisition, Development and Planning

*** 12. Funding Opportunity Number:**

P-P-LWCF-24-005

* Title:

LWCF State Assistance Formula Grants - Acquisition & Construction - FY24

13. Competition Identification Number:

P-P-LWCF-24-005-109983

Title:

LWCF State Assistance Formula Grants - Acquisition & Construction - FY24

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

35-01238 Curry County Nieves Courtyard Improvements

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424 Version 04

16. Congressional Districts Of:

* a. Applicant: NM-003 * b. Program/Project: NM-003

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: 10/01/2024 * b. End Date: 09/30/2027

18. Estimated Funding ($):

* a. Federal	31021
* b. Applicant	0
* c. State	0
* d. Local	31021
* e. Other	0
* f. Program Income	0
* g. TOTAL	62042

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ○ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ○ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ◉ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

○ Yes ◉ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

◉ **** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Dr. * First Name: Robert
Middle Name:
* Last Name: Stokes
Suffix:

* Title: Program Support Bureau Chief and ASLO

* Telephone Number: 5054790911 Fax Number:

* Email: robert.stokes@emnrd.nm.gov

* Signature of Authorized Representative: Mr. Robert Stokes * Date Signed: 07/05/2024

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Prescribed by OMB Circular A-102

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424 Version 04

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

View Burden Statement

OMB Number: 4040-0008
Expiration Date: 02/28/2025

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$ 0.00	$ 0.00	$ 0.00
2. Land, structures, rights-of-way, appraisals, etc.	$ 0.00	$ 0.00	$ 0.00
3. Relocation expenses and payments	$ 0.00	$ 0.00	$ 0.00
4. Architectural and engineering fees	$ 0.00	$ 0.00	$ 0.00
5. Other architectural and engineering fees	$ 970.00	$ 0.00	$ 970.00
6. Project inspection fees	$ 0.00	$ 0.00	$ 0.00
7. Site work	$ 0.00	$ 0.00	$ 0.00
8. Demolition and removal	$ 0.00	$ 0.00	$ 0.00
9. Construction	$ 54,038.00	$ 0.00	$ 54,038.00
10. Equipment	$ 0.00	$ 0.00	$ 0.00
11. Miscellaneous	$ 7,034.00	$ 0.00	$ 7,034.00
12. SUBTOTAL *(sum of lines 1-11)*	$ 62,042.00	$ 0.00	$ 62,042.00
13. Contingencies	$ 0.00	$ 0.00	$ 0.00
14. SUBTOTAL	$ 62,042.00	$ 0.00	$ 62,042.00
15. Project (program) income	$ 0.00	$ 0.00	$ 0.00
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$ 62,042.00	$ 0.00	$ 62,042.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 50 %		$ 31,021.00

LWCF State & Local Assistance Grant Budget Narrative / Milestone Plan

State:	New Mexico	**Applicant:**	Curry County		
Project Name:	Curry County Nieves Courtyard Improvements				
LWCF Legacy Project # (tba):	**35-01238**				
Total Project Cost:	$62,042.00				
Federal Share:	$31,021.00			**Date Prepared:**	06/11/24
Federal Share as % of project:	50.0%				

Scope of Work: Curry County seeks to improve the 1.2-acre Honorable Judge Ruben E. Nieves Courtyard by adding three ADA-compliant picnic tables, and shade structures a the tables and the existing small stage.

PROPOSED ACCOMPLISHMENTS	LWCF grant (federal share)	MATCH - from grant sponsor	MATCH - not from grant sponsor	SUBTOTALS by Category	Pre-Agreement Cost?	MILESTONES - projected dates by scope element
1. Administrative and legal expenses						
				$0.00		
2. Land, Structures, rights of way, appraisals, etc.						
				$0.00		
3. Relocation expenses and payments						
				$0.00		
4. Architectural and Engineering Fees						
				$0.00		
5. Other Architectural and Engineering Fees						
Electronic stamped engineered drawings	$485.00	$485.00		$970.00		
6. Project Inspection Fees						
				$0.00		
7. Site Work						
				$0.00	NOT ALLOWABLE	
8. Demolition & Removal						
				$0.00	NOT ALLOWABLE	
9. Construction						
24x20' metal HIP shelter, 4 columns	$11,887.50	$11,887.50				
Two 46' round Nexus pedestal tables, ADA. $2029 each	$2,029.00	$2,029.00				
46' round Nexus pedestal table, reg	$1,025.00	$1,025.00				
Anchor bolt templates, Qty 7, $150 ea.	$525.00	$525.00				
Permanent park sign w/LWCF	$700.00	$700.00				

8/28/2024

PROPOSED ACCOMPLISHMENTS	LWCF grant (federal share)	MATCH - from grant sponsor	MATCH - not from grant sponsor	SUBTOTALS by Category	Pre-Agreement Cost?	**MILESTONES** - projected dates by scope element
12x12' cantilever single post pyramid shade, 10' entry, w/rapid release	$10,852.50	$10,852.50				
				$54,038.00	NOT ALLOWABLE	
10. Equipment & Materials (no labor)						
				$0.00		
11. Miscellaneous						
Equipment shipping charges	$1,331.00	$1,331.00				
NM general receipt taxes on equipment purchases	$2,186.00	$2,186.00				
				$7,034.00		
12. Subtotal (Sum of lines 1 - 11)				**$62,042.00**		
Subtotals - federal cost share	**$31,021.00**	$31,021.00	$0.00			
13. Contingency (provide methodology)						
14. Subtotal - local cost share ***(all sources)***		**$31,021.00**				
15. Project (program) income						
16. TOTAL PROJECT COSTS	**$62,042.00**					
Total project cost by type of cost share	$31,021.00	$31,021.00				
TOTAL Project Cost	**$62,042.00**			**Over Match (Not Reimbursable):**		$0.00

OMB Approval No.4040-0009
Expiration Date: 02/28/2025

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Robert J. Stokes	Program Support Bureau Chief and ASLO
APPLICANT ORGANIZATION	DATE SUBMITTED
ENERGY, MINERALS & NATURAL RESOURCES DEPARTMENT, NEW MEXICO	2024-07-05

SF-424D (Rev. 7-97) Back

35-01238_CurryCoNievesCourtyardImprovements_ProjectAbstract_V02

With Land and Water Conservation Fund assistance and in partnership with the New Mexico Energy, Minerals and Natural Resources Department, Curry County seeks to improve the 1.2-acre Honorable Judge Ruben E. Nieves Courtyard by adding three ADA-compliant picnic tables and shade structures, and a larger shade structure to an existing stage platform. Total project cost is estimated to be $62,042 with an ask of $31,021 from LWCF. These improvements will have a positive impact on the citizens and workers of downtown Clovis, New Mexico by enabling them to recreate in the courtyard when the sun and heat would otherwise make it uncomfortable to do so.

35-01238_CurryCoNievesCourtyardImprovements_ProjectNarrative_V02

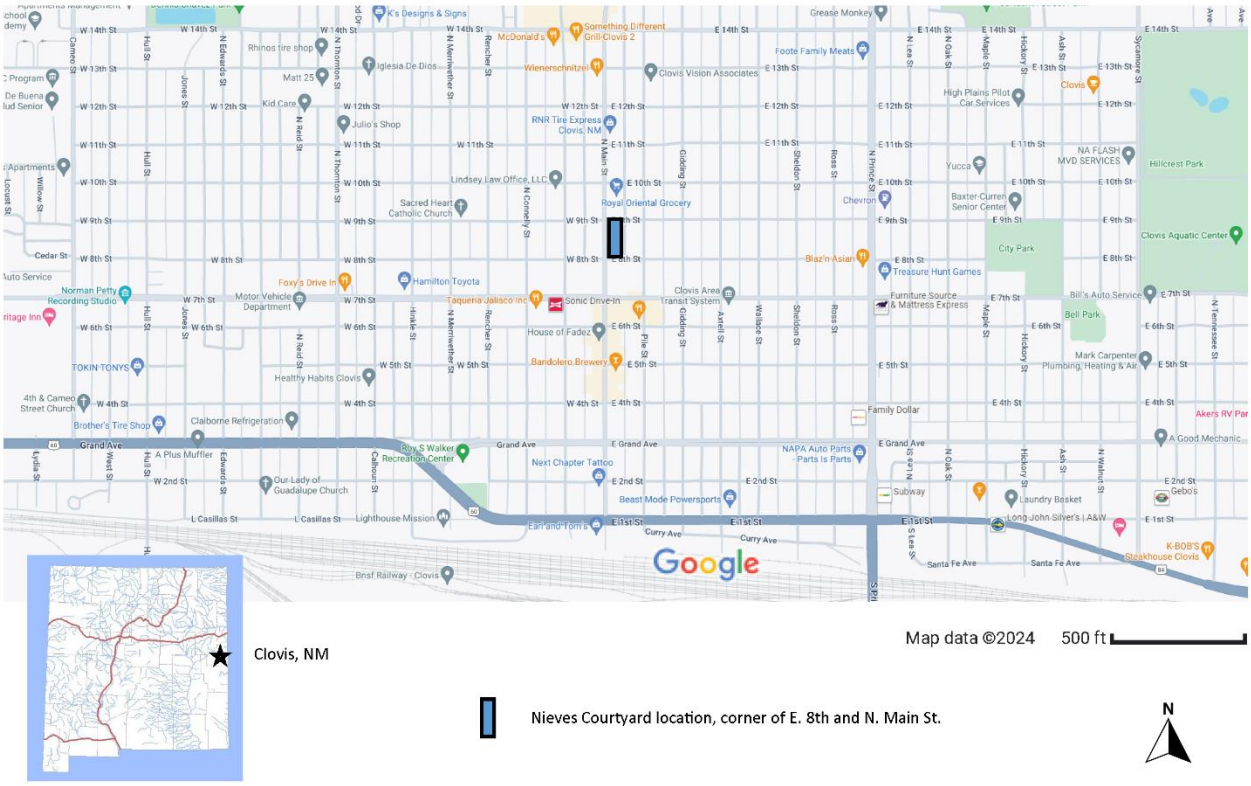
The location of the property to be developed is the corner of N. Main St and E. 8th St in Clovis, NM and is owned by Curry County. The project is located within the 1.2-acre Honorable Judge Ruben E. Nieves Courtyard. Curry County wishes to add one 24'x20' metal shade structure over the existing stage platform, and three ADA accessible picnic tables with 12'x12' metal shade structures. The tables will be metal and permanently affixed to the site via bolts into concrete. Five tables and two benches currently exist at the courtyard; the tables are unshaded, as is the existing small stage. The total project cost is $62,042, with an LWCF grant request of $31,021.

The benefits of the project: Adding the shade structures allow people to recreate at the courtyard when the heat and sun exposure would otherwise limit their enjoyment of the site. The accessible tables will provide a place to picnic for disabled individuals.

Curry County will use the LWCF funds to purchase the new equipment and its personnel will do the majority of the work to install the shade structures and tables. They will contract with a local company if needed to complete the installation of the shade structures. Curry County will acknowledge its partnership with the Land and Water Conservation Fund Program and the NM-State Parks Division by installing a sign or signs at the courtyard. Curry County will maintain the site.

Curry County Honorable Judge Ruben Nieves Courtyard

Location Map





Curry County Nieves Courtyard Improvements

Project No: 35-01238

LWCF Boundary—1.2 acres

ALSO Signature

7/17/2024



N

Curry County Nieves Courtyard Improvements—Site plan

Project No: 35-01238

Legend:

12x12 shade ○

ADA table and rectangular table ▭



View of existing Nieves Parklet from existing parking area, facing south.



View of existing Parklet with grass area, picnic tables, walkways, and small elevated stage, facing east.



View of the east side of Parklet towards the National Register listed Curry County courthouse, facing southwest.

OC9808235 Bk 390 Pg 1046

98-16980

WARRANTY DEED

Mark Boatman and Pam Boatman, husband and wife for consideration paid, grant to The County of Curry, New Mexico whose address is: 701 N. Main Street, Clovis, NM 88101, the following described real estate in Curry County, New Mexico:

LOT SEVEN (7) AND THE SOUTH TWENTY-FIVE FEET (S25') OF LOT EIGHT (8) IN BLOCK THIRTY-SIX (36) OF THE NORTH PARK ADDITION TO THE CITY OF CLOVIS, CURRY COUNTY, NEW MEXICO, as shown by the official recorded plat thereof.

with warranty covenants

In Witness Whereof the said Mark Boatman and Pam Boatman, husband and wife have hereunto affixed their names and seals, this **20th** day of **October, 1998.**

Mark Boatman
SS # [redacted]

Pam Boatman
SS # [redacted]

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
}ss.
COUNTY OF CURRY }

The foregoing instrument was acknowledged before me this **20th** day of **October, 1998**, by Mark Boatman and Pam Boatman, husband and wife.

My commission expires:

Notary Public

STATE OF NEW MEXICO
COUNTY CLERK

98 OCT 21 10:51
Fee 10.00
Rec'd
Exempt

State of New Mexico
Energy, Minerals and Natural Resources Department

Michelle Lujan Grisham
Governor

Dylan M. Fuge
Deputy Secretary

Toby Velasquez, Director
State Parks Division

January 16, 2024

Received 1/16/2024
HPD Log#121570

Dr. Jeff Pappas, State Historic Preservation Officer
NM Historic Preservation Division
Bataan Memorial Building
407 Galisteo Street, Suite 236
Santa Fe, NM 87501

RE: Curry County proposed improvements to the community picnic space courtyard application for LWCF funds: Request for SHPO consultation and concurrence

Dear Dr. Pappas:

New Mexico State Parks (State Parks) oversees the application process for the Land and Water Conservation Fund (LWCF), administered by the National Park Service. Each year, State Parks receives applications from New Mexico municipalities, schools, and Tribal organizations for funding requests associated with proposed projects designed to enhance outdoor recreation in its many forms. Currently, State Parks is reviewing 2022 LWCF applications for cultural resource concerns and potential impacts. As part of this process, the State Parks Archaeologist, Lincoln Harschlip, who is listed with your office, reviews the project scope for potential ground disturbance or impacts to historic buildings and structures. The ARMS/NMCRIS online database is checked for previous projects and sites in the proposed project area and assessed for the potential of cultural resources to occur in the project area footprint. Using these data, State Parks then determines whether cultural resources may be impacted by the project.

Curry County is proposing improvements to an existing community picnic space courtyard, which includes the purchase and installation of a sunshade for an existing stage, three smaller shades, and three round picnic tables. The courtyard is located in downtown Clovis, NM, directly north of the Clovis-Carver Public Library. Curry County owns the block in which this small park is located and the project will be focused within a heavily modified area adjacent to a parking lot. Ground disturbing activities will be negligible as most of the required work will constitute the fastening of the shades and tables to existing cement.

A review of the ARMS/NMCRIS database reveals that the project area contains no known cultural resources or historic buildings. The property is not a part of the Clovis Railroad and Commercial District Historical District which terminates just south of it. Several registered historic buildings and roads are in the general vicinity. Despite this, our review of historic maps showed no historic buildings on this lot. If a building was at one point located here, it has since been demolished and replaced with a parking lot, resulting in the property being heavily modified and altered. As a result, the potential for unrecorded cultural resources is low and survey is not necessary.

Given the negligible potential for the presence of significant cultural resources in the project area and minimal ground disturbing impacts, State Parks recommends that the project will have no effect on cultural resources listed on, or eligible for the NRHP or SRCP. We respectfully request your review and concurrence.

1220 South St. Francis Drive ▪ Santa Fe, New Mexico 87505
Phone (505) 476-3355 ▪ Fax (505) 476-3361

Please let us know if you have questions or concerns. I can be reached at lincoln.harschlip@emnrd.nm.gov or 505-490-7381 (office cell phone). As always, we look forward to working with your office on State Parks projects.

Sincerely,

Lincoln C. A. Harschlip, M.A.
EMNRD-State Parks Division Archaeologist

Cc: Dr. Robert Stokes, Program Support Bureau Chief

Attachments: Curry County project area map/photos and ARMS/NMCRIS Check Map

Concur with recommendation as proposed.
Michelle M. Ensey
Digitally signed by Michelle M. Ensey
Date: 2024.01.24 10:02:15 -07'00'
for NM State Historic Preservation Officer



Project area map. Courtesy of Curry County.

35-01238 – Curry County Nieves Courtyard Improvements

Project Timeline

The tables, shades, and related hardware will be ordered within two (2) months of notice of grant award, and will be installed within six (6) months upon receipt by County staff. County staff will work with the agency to install all items correctly and appropriately. The new Courtyard features will become available for public use within three (3) weeks after installation and final inspection for construction and safety certification.

Attachment B
LWCF Federal Financial Assistance Manual
Federal Financial Assistance Manual, Vol. 72 (available at
https://www.emnrd.nm.gov/spd/land-and-water-conservation-fund/

U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

LAND AND WATER CONSERVATION FUND
STATE ASSISTANCE PROGRAM



FEDERAL FINANCIAL ASSISTANCE MANUAL
Volume 72

Effective October 1, 2023

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CHAPTER 8 - POST-COMPLETION AND STEWARDSHIP

A. Purpose

Pursuant to the LWCF Act at 54 U.S.C. § 200301 et seq., 36 C.F.R. Part 59, and 2 C.F.R. § 200.316, this chapter contains the requirements for maintaining LWCF assisted sites and facilities in public outdoor recreation use following project completion and to assure that LWCF-assisted areas remain accessible to the general public including non-residents of assisted jurisdictions. These post-completion responsibilities apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the program in the assisted area or facility and consistent with the contractual agreement between NPS and the State. Responsibility for compliance and enforcement of these requirements rests with the State for both State and locally sponsored projects (36 C.F.R. § 59.1). The responsibilities cited herein are applicable to the area depicted or otherwise described on the LWCF boundary map and/or as described in other project documentation approved by the NPS (36 C.F.R. § 59.1).

B. Operation and Maintenance

Property acquired or developed with LWCF assistance shall be operated and maintained as follows:

1. The property shall be maintained so as to appear attractive and inviting to the public.

2. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.

3. Any outdoor recreation facilities should comply with all State and Federal legislation (e.g., 42 U.S.C. § 6901 et. seq. and the National Institute for Occupational Safety and Health (NIOSH) as required and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.

4. Properties shall be kept reasonably open, accessible, and safe for public use. Fire prevention, lifeguard, and similar activities shall be maintained for proper public safety.

5. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.

6. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.

7. A posted LWCF acknowledgement sign shall remain displayed at the project site pursuant to Chapter 7.

C. Post-Completion Inspections and Reporting

1. Purpose. In accordance with 2 C.F.R. § 200.330 and the FAIR, in order to determine whether properties acquired or developed with LWCF assistance are being retained and used for outdoor recreation purposes in accordance with the project agreement and other applicable program requirements, a State post-completion inspection is to be made within five years after final billing and at least once every five years thereafter.

   The following points should be taken into consideration during the inspection of properties that have been developed for public use:

   a. Retention and use. Is the LWCF boundary area intact and the property being used for outdoor recreation purposes including those intended through the projects funded with LWCF assistance?

   b. Appearance. Is the property attractive and inviting to the public?

   c. Maintenance. Is upkeep and repair of structures and improvements adequate? Is there evidence of poor workmanship or use of inferior quality materials or construction? Is vandalism a problem? Is the area being maintained?

   d. Management. Does staffing and servicing of facilities appear adequate?

   e. Availability. Is there evidence of discrimination (including based on residence, see Section D below)? Is the property readily accessible and open to the public during reasonable hours and times of the year?

   f. Signing. Is the area properly signed to allow for user information and safety, and proper acknowledgement of the federal Land and Water Conservation Fund?

   g. Interim use. Where lands have been acquired but not yet developed, the inspection should determine whether the interim uses of the property are in accordance with agreements with the NPS.

2. Reporting. The real property reporting requirements enacted in the FAIR (2 C.F.R. § 1400.329(d)) has resulted in different standards for assisted areas that ever benefitted from an LWCF acquisition or combination grant vs. areas that have received development grants only. (It may simplify matters for States to follow the same process for all assisted areas.) For sites that received acquisition or combination grants, States are required to submit a status report to the NPS every 5 years, regardless of whether there are issues with the park. The SF-429 (cover page and Attachment A) are to be used. Within 90 days of completion of the on-site inspection, the State shall submit to NPS the SF-429 and a copy of the post-completion on-site inspection report. The inspection report should include the date of inspection, description of the findings, and if applicable, a summary report of issues found and corrective actions taken or to be taken. Reports should note the condition of assisted facilities, particularly those that are at or near the end of their useful life and may need a

declaration of obsolescence if rehabilitation is not possible. The report should include certification by the SLO that such obsolescence is not a result of neglect or inadequate maintenance on the part of the project sponsor (see Section M).

Submitting an SF-429 and on-site inspection report for a park site that received development grants only remains optional except the State must forward the reports if a post-completion compliance problem such as park closure or non-recreation or private use occurring within the LWCF boundary area is discovered, for NPS review and action. Copies of all reports must be retained in the State files. The State shall report to the NPS the project numbers of all sites inspected and the dates of inspection on an annual basis.

3. Applicability. The provisions of this section apply to the LWCF-assisted area encompassing the area or facility assisted by the LWCF, regardless of the extent of LWCF assistance in that area or facility. That is, in cases where assistance is provided only for an acquisition, the entire park or recreational area involved, including developments on the lands so acquired, are subject to the provisions of this section. Where development assistance is given, the lands of the park or recreation area identified on the LWCF boundary area map are subject to this section.

4. State responsibility. Responsibility for enforcement of the provisions of this section rests with the State. The NPS will inspect LWCF assisted areas and facilities from time to time, but it shall conduct such visits in concert or through consultation with the State agency or SLO.

5. Costs. The costs of making post-completion inspections by the State are allowable overhead charges for LWCF assistance and are allowable costs covered by the indirect cost rate.

6. NPS inspections. Properties acquired or developed with LWCF assistance shall be available for inspection by the NPS Director or other NPS representatives.

D. Availability to Users

1. Discrimination on the basis of race, color, national origin, religion, or sex. Pursuant to Title VI of the 1964 Civil Rights Act, property acquired or developed with LWCF assistance shall be open to entry and use by all persons regardless of race, color, or national origin, who are otherwise eligible. Title 43, Part 17 (43 C.F.R. Part 17), effectuates the provisions of Title VI. The prohibitions imposed by Title VI apply to park or recreation areas benefiting from federal assistance and to any other recreation areas administered by the State agency or local agency receiving the assistance. Discrimination is also prohibited on the basis of religion or sex.

2. Discrimination on the basis of residence. The Prohibition of Discrimination section of the LWCF Act (54 U.S.C. § 200305(i)) provides that, with respect to property acquired and/or developed with LWCF assistance, discrimination on the basis of residence, including preferential reservation, membership or annual permit systems is prohibited except to the

extent that reasonable differences in admission and other fees may be maintained on the basis of residence. This prohibition applies to both regularly scheduled and special events (36 C.F.R. § 59.4(a)).

Fees charged to nonresidents cannot exceed twice the amount charged to residents. Where there is no charge for residents, but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable State or local public facilities. Reservation, membership, or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. Recipients are prohibited from providing residents the option of purchasing annual or daily permits while at the same time restricting nonresidents to the purchase of annual permits only (36 C.F.R. § 59.4(c)).

These provisions apply to whole recreation area within the LWCF boundary area. Nonresident fishing and hunting license fees are excluded from these requirements (36 C.F.R. § 59.4(c)).

3. Discrimination on the basis of disability. Section 504 of the Rehabilitation Act of 1973 requires no qualified person shall, on the basis of disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance. The Americans with Disabilities Act of 1990 (Public Law 100-336) simply references and reinforces these requirements for federally assisted programs.

4. Reasonable use limitations. Project sponsors may impose reasonable limits on the type and extent of use of areas and facilities acquired and/or developed with Fund assistance when such a limitation is necessary for maintenance or preservation. Thus, limitations may be imposed on the numbers of person using an area or facility or the type of users, such as "hunters only" or "hikers only." All limitations shall be in accordance with the applicable grant agreement and amendments.

E. Leasing and Concession Operations Within an LWCF Boundary Area

A project sponsor may provide for the operation of a LWCF boundary area by leasing the area/facility to a private organization or individual or by entering into a concession agreement with an operator to provide a public outdoor recreation opportunity at the Fund-assisted site.

As the principal grantee, the State is ultimately accountable for assuring compliance with the applicable federal requirements, and, therefore, the delegation or transfer of certain responsibilities to subrecipients or lessees does not relieve the State of its compliance burden. As the grant recipient, the State has agreed to provide suitable replacement property should the public use of the leased or concessioned area/facility be restricted or the outdoor recreation resource be compromised.

All lease documents and concession agreements for the operation of LWCF-assisted sites by private organizations or individuals must address the following:

1. In order to protect the public interest, the project sponsor must have a clear ability to periodically review the performance of the lessee/concessioner and terminate the lease/agreement if its terms and the provisions of the grant agreement, including standards of maintenance, public use, and accessibility, are not met.

2. The lease/agreement document should clearly indicate that the leased/concessioned area is to be operated by the lessee/concessioner for public outdoor recreation purposes in compliance with provisions of the LWCF Act and implementing regulations (36 C.F.R. Part 59. As such, the document should require the area be identified as publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising, and is operated by a lessee/concessioner as identified in the public information to eliminate the perception the area is private.

3. The lease/agreement document should require all fees charged by the lessee/concessioner to the public must be competitive with similar private facilities.

4. The lease/agreement document should make clear compliance with all Civil Rights and accessibility legislation (e.g., Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, Americans with Disabilities Act) is required, and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.

F. Conversions of Use

Property acquired or developed with LWCF assistance shall be retained and used for public outdoor recreation. Any property so acquired and/or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the approval of NPS pursuant to the LWCF Act (54 U.S.C. § 200305(f)(3)) and conversion requirements outlined in regulations (36 C.F.R. § 59.3). The conversion provisions of the LWCF Act, regulations, and these guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the program in the assisted area or facility and consistent with the contractual agreement between NPS and the State.

Responsibility for compliance and enforcement of these provisions rests with the State for both State and locally sponsored projects (36 C.F.R. § 59.1). The responsibilities cited herein are applicable to the area depicted or otherwise described on the LWCF boundary area map and/or as described in other project documentation approved by the DOI. This mutually agreed to area normally exceeds that actually receiving LWCF assistance so as to assure the protection of a viable recreation area.

Local sponsors must consult early with the State LWCF manager when a conversion is under consideration or has been discovered. States must consult with their NPS-LWCF manager as early as possible in the conversion process for guidance and to sort out and discuss details of the conversion proposal to avoid mid-course corrections and unnecessary delays. A critical first step is for the State and NPS to agree on the size of the LWCF-assisted area (or LWCF-assisted property) impacted by any non-recreation, non-public use, especially prior to any appraisal activity. Any previous LWCF project agreements and actions must be identified and understood to determine the actual LWCF boundary area.

If the NPS is alerted or otherwise becomes aware of an ongoing conversion activity that has not been approved, NPS shall request the SLO to advise the project sponsor of the necessary prerequisites for approval of a conversion. If the conversion activity continues, NPS shall formally notify the State it must take appropriate action to preclude the project sponsor from proceeding further with the conversion, use, and occupancy of the area pending NPS independent review and decision of a formal conversion proposal (see Section 10 below).

The NPS has the authority to disapprove conversion requests and/or to reject proposed property substitutions if it is not in accordance with the provisions of the LWCF Act. This approval should not be considered a right of the project sponsor. The Regional Offices will coordinate closely with the Washington Office on any conversions that may be precedent setting and/or from which litigation is likely.

1. Situations that trigger a conversion include:

    a. Property interests are conveyed for private use or non-public outdoor recreation uses.

    b. Non-outdoor recreation uses (public or private) are made of the project area or a portion thereof, including those occurring on pre-existing rights-of-way and easements, or by a lessor.

    c. Unallowable indoor facilities are developed within the project area without NPS concurrence, such as unauthorized public facilities and sheltering of an outdoor facility.

    d. Public outdoor recreation use of property acquired or developed with LWCF assistance is terminated.

2. Situations that may not trigger a conversion if NPS determines that certain criteria are met include:

    a. Underground utility easements that do not impact the recreational use of the park and is restored to its original surface condition (see Section G below).

    b. Proposals to construct public facilities, such as recreation centers and indoor pool buildings, within an LWCF boundary area where it can be shown there is a gain or increased benefit to the public outdoor recreational opportunity. These proposals must be reviewed by the NPS as a "public facility request" (see Section I below). The State should consult with the NPS early in the formative stages of developing proposals to construct indoor facilities within an LWCF boundary area (see Section I below).

    c. Proposals for "temporary non-conforming uses," that is temporary non-recreation activities of less than a six-month duration within an LWCF boundary area, must be reviewed by the NPS (see Section K below).

d. Proposals to build sheltered facilities or to shelter existing facilities within an LWCF boundary area provided they do not change the overall public outdoor recreation characteristics and otherwise meet the sheltering criteria in Chapter 3. The NPS review and concurrence of such proposals will not trigger a conversion (see Section L below).

e. Proposals for changing the overall outdoor recreation use of an LWCF-assisted area from that intended in the original LWCF project agreement. These proposals must be reviewed by the NPS (see Section M below).

3. Prerequisites to the NPS consideration of conversions. Formal requests from the project sponsor for permission to convert LWCF assisted areas in whole or in part to other than public outdoor recreation uses must be submitted by the SLO to NPS in writing and conform to the prerequisites set forth in 36 C.F.R. § 59.3(b).

States shall consult with NPS when conversions are proposed or discovered and prior to making the formal request to NPS. States shall use the C&S Form to prepare its conversion proposal (see Chapter 4). The following prerequisites that must be met before NPS will consider the formal conversion request:

a. All practical alternatives to the conversion have been evaluated and rejected on a sound basis.

b. The fair market value of the property to be converted or lost has been established and the property proposed for substitution or new replacement recreation area is of at least equal fair market value as established by a State approved appraisal (prepared in accordance with the UASFLA (see Chapter 4), excluding the value of structures or facilities that will not directly enhance its outdoor recreation utility.

c. The property proposed for replacement is of reasonably equivalent usefulness and location as that being converted. Depending on the situation, and at the discretion of the NPS, the replacement property need not provide identical recreation experiences or be located at the same site, provided it is in a reasonably equivalent location. Generally, the replacement property should be administered by the same political jurisdiction as the converted property. NPS will consider State requests to change the project sponsor for any replacement property when it is determined a different political jurisdiction can meet the criteria for replacement properties. Equivalent usefulness and location will be determined based on the following criteria:

(1) Property to be converted must be evaluated in order to determine what recreation needs are being fulfilled by the facilities which exist and the types of outdoor recreation resources and opportunities available. The property being proposed for substitution must then be evaluated in a similar manner to determine if it will meet recreation needs that are at least like in magnitude and impact to the user community as the converted site. This criterion is applicable in the consideration of all conversion requests with the exception of those where wetlands are proposed as the replacement property.

Wetland areas and interests therein shall be considered to be of reasonably equivalent usefulness as compared to the recreational usefulness of the property proposed for conversion if they have been identified in the wetlands provisions of the SCORP in accordance with 54 U.S.C. § 200305(f)(3) of the LWCF Act and conversion requirements (36 C.F.R. § 59.3).

(2) Replacement property need not necessarily be directly adjacent to or close by the converted site. This policy provides the administrative flexibility to determine location recognizing that the property should meet existing public outdoor recreation needs. While generally this will involve the selection of a site serving the same community(ies) or area as the converted site, there may be exceptions. For example, if property being converted is in an area undergoing major demographic change and the area has no existing or anticipated future need for outdoor recreation, then the project sponsor should seek to locate the substitute area in another location within the jurisdiction. Should a local project sponsor be unable to replace converted property, the State would be responsible, as the primary recipient of federal assistance, for assuring compliance with these requirements and for the substitution of replacement property.

(3) The acquisition of one parcel of land may be used in satisfaction of several approved conversions (see Section 6 below) and vice versa.

d. The property proposed for replacement meets the eligibility requirements for LWCF assisted acquisitions (see Chapter 3). The replacement property must constitute or be part of a viable recreation area. Viability and recreational usefulness is dependent upon the proposed outdoor recreation development plan and timetable for the development of the replacement parks. If full development of the replacement site(s) will be delayed beyond three years from the date of conversion approval, the conversion proposal shall explain why this is necessary (see Chapter 3.B.7).

For proposed replacement property with a history of contamination, proposals must address the nature of the contamination, how the contaminated area has been or will be remediated, how the area will be developed into a safe, public outdoor recreation area, and how provisions will be put in place to monitor the new replacement recreation area to ensure public health and safety in perpetuity. Certain contaminated areas may not meet the equal or greater recreational usefulness prerequisite for replacement land. Early coordination with NPS for conversion proposals involving contaminated replacement land, even if remediated, is required (see 3.4 below).

Unless each of the following additional conditions (also see Chapter 3) is met, land currently owned by another public agency may not be used as replacement land for land acquired as part of an LWCF project:

(1) The replacement land was not originally acquired by the sponsor or selling agency for recreation.

(2) The replacement land has not been previously dedicated or managed for recreational purposes while in public ownership.

(3) No federal assistance was provided in the replacement land's original acquisition unless the assistance was provided under a program expressly authorized to match or supplement LWCF assistance.

(4) Where the project sponsor acquires replacement land from another public agency, the selling agency must be required by law to receive payment for the land so acquired (see Chapter 3.A.9).

An exception may be made to this condition only in the case of development projects for which the project sponsor's match was not derived from the cost of the purchase or value of a donation of the land to be converted, but from the value of the development itself. In this case, public land that has not been previously dedicated or managed for recreation/conservation use may be used as replacement land even if this land is currently owned by the project sponsor or is transferred from one public agency to another without cost.

e. In the case of LWCF-assisted areas that are partially rather than wholly converted, the impact of the converted portion on the remaining area shall be considered. If such a conversion is approved, the unconverted area must remain recreationally viable or be part of the conversion footprint.

f. All necessary coordination with other federal agencies has been satisfactorily accomplished including, for example, compliance with Section 4(f) of the Department of Transportation Act of 1966.

g. The guidelines for environmental review under NEPA have been satisfactorily completed and considered by NPS during its review of the proposed LWCF conversion action. In cases where the proposed conversion arises from another federal action, NPS final review of the State's proposal shall not occur until the NPS is assured all environmental review requirements for the other federal action have been met, e.g., Army Corps of Engineer permits.

The purpose and scope of the environmental review process must analyze not only the significant impacts to the LWCF-assisted area that will be lost, but also the development of the new replacement recreation area. The scope of the environmental review should not include impacts of the action precipitating the conversion on resources beyond the LWCF boundary area, such as impacts of a new housing development or a school on a neighborhood.

The environmental analysis must be conducted in a neutral and factual manner and result in statements that reflect this same neutrality so the interested and affected public can focus on and understand the details of the proposed federal action of an LWCF-assisted area being lost and providing the new replacement recreation area

according to 36 C.F.R. § 59.3. The environmental analysis documents should not include statements that promote or justify the action precipitating the conversion, such as proclaiming that the lost LWCF-assisted area is the best location for a new fire station.

For detailed guidance on NEPA and how to conduct environmental reviews for LWCF conversions, consult Chapter 4 of this manual, and the NPS.

h. Adherence to State intergovernmental review procedures as appropriate (see Chapter 4).

i. The proposed conversion and substitution are in accordance with the SCORP.

4. State preparation of conversion proposal for NPS review: To avoid any unnecessary delays, duplication of effort, and mid-course corrections, the States shall consult with NPS early when conversions are proposed or discovered to ensure:

   a. the extent of impact from the conversion activity on the LWCF boundary area is mutually agreed upon; and

   b. the acceptability of proposed new replacement recreation area has been explored prior to State/local sponsor expenditure of resources on appraisals and the required environmental review process to be undertaken in accordance with NEPA.

   The State shall coordinate the development of the conversion proposal including ensuring the project sponsor complies with applicable federal, State and local laws, regulations and permit requirements. As the proposal is developed, the State may enlist the assistance of NPS to provide technical guidance as needed, especially for complex and controversial conversions. A State's submission of a formal conversion request to NPS is a State's endorsement of the conversion. If a State does not concur or endorse the conversion, then the proposal should not be forwarded to NPS for formal review and decision.

5. NPS review of the State conversion proposal. NPS will conduct an independent review of the proposal using the conversion prerequisites and any other critical factors that may have arisen during proposal development. If the State has adequately addressed the prerequisites, and NPS finds no other reason to deny the request, the NPS administrative record will be documented as such and an amendment will be signed approving the conversion.

6. Banking excess fair market value of replacement land for future conversions. The acquisition of one parcel of replacement land may be used in satisfaction of several approved conversions.

   Excess fair market value (FMV) of a replacement property can be "banked" for a period not to exceed five years from the date of the initial conversion amendment. During this time period, the same project sponsor may process another conversion where the new

replacement property satisfies the equal usefulness criterion but falls short of the equal fair market value requirement, so the banked FMV is used to make up the difference.

The initial replacement property with the excess fair market value may not be used to satisfy the equal usefulness criterion for subsequent conversions unless additional conversions are anticipated by the sponsor at the time of the original conversion request and the accompanying documentation clearly addresses how the replacement property would satisfy the equal usefulness criteria for the original conversion as well as those that are anticipated.

7. Conversions on leased land. Should a conversion occur on leased land during the term of the lease, the State must comply with the conversion requirements of LWCF (54 U.S.C.§ 200305(f)(3)) including the provision of replacement land. In this instance, the conversion of the original lease can be replaced with a leasehold interest for a period of time that is not less than the time remaining on the original lease, and, which fulfills the recreation commitment agreed to in the original lease agreement.

   For existing projects that involve leases, the responsibility for retaining the property in recreation terminates at the end of the lease period unless the grant agreement calls for some other arrangement. Lease agreements containing a renewal clause that can be exercised by the lessee must be reviewed to ensure that LWCF compliance will continue throughout the duration of the next lease period.

8. Conversion proposal documentation. A conversion requires an amendment to the original project agreement. Therefore, the amendment should be submitted concurrently with the formal conversion request or at such time as all details of the conversion have been worked out with NPS (36 C.F.R. § 59.3(c)).

   The formal conversion proposal submission to NPS must include the following items:

   a. A recommendation letter briefly describing the conversion proposal and requesting NPS review and approval

   b. Standard Form 424 for amendments (see Chapter 7)

   c. C&S Form including the environmental resources survey, and an EA document analyzing the entire conversion proposal (the lost LWCF-assisted area, the remaining LWCF-assisted area for partial conversions, and the new replacement recreation area in one document).

   d. LWCF project amendment form identifying changes to the original LWCF boundary area caused by the conversion and to establish a new LWCF boundary around the new replacement recreation area(s)

   e. Signed and dated LWCF boundary area map for any remaining LWCF-assisted area resulting from a partial conversion, and for the new replacement recreation area(s)

f. Description and Notification Form (DNF)

Once the conversion has been approved by NPS, replacement property should be immediately acquired and developed according to the replacement proposal timetable. If development will be delayed beyond three years from the date of NPS conversion approval, then a request for delayed development beyond three years with a justification for the delay must be made to NPS (See Chapter 3.B.7.c).

9. Small conversions. Small conversions are partial conversions in which no more than ten percent (10%) of the whole LWCF-assisted area will be removed from having to comply with LWCF recreation area provisions. Whether a conversion can qualify for the policy should be established during the early consultation stage with the NPS and prior to developing the small conversion proposal.

To qualify, the replacement property must be contiguous with the current site, or another existing park or recreation area, and otherwise meets the eligibility requirements for an acquisition grant (as outlined in Chapter 3.B. of the Manual). The existing park does not need to be currently administered as part of the LWCF recreation estate, but it will become subject to LWCF recreation area provisions going forward just as it would in the case of an acquisition grant as an expansion of an existing park. The replacement property must be made available to the public per the conversion regulations at 36 C.F.R. § 59.3.

In addition, small conversions must qualify as a categorical exclusion under the NEPA. Small conversions by definition do not have the potential for significant environmental impacts to recreation resources; however, NPS requires documentation from the State to demonstrate that there are no significant environmental impacts on:

- The recreation resources being removed from the LWCF recreation area;
- The viability of the remaining land still subject to LWCF recreation area provisions and its surrounding environment; or
- The new replacement parkland.

Because small conversion proposals are less complex, NPS review and decision can be facilitated when:

a. Minor or no environmental impacts would occur on resources being removed from the LWCF-assisted area, on the remaining LWCF-assisted area, and on the contiguous new replacement recreation area that will become subject to the provisions of LWCF per the environmental resources survey. This includes consideration of impacts to historic resources per the NHPA Section 106 process. The entire conversion proposal is categorically excluded from further environmental review under NEPA (see Chapter 4).

b. The proposed conversion is not controversial.

The State's proposal must include:

a. Transmittal letter describing the entire small conversion proposal.

b. Standard Form 424

c. C&S Form with the portion for conversions completed indicating that a categorical exclusion is justified.

d. LWCF project amendment form.

e. Description and Notification Form

f. Revised LWCF boundary area map indicating the deletion of the small converted area and the addition of the replacement property.

10. Discovering unauthorized conversions. When it is discovered that an LWCF-assisted area has been converted without NPS approval, a conversion proposal must be submitted to and reviewed by the NPS for approval. The NPS shall notify the State it is in violation of the grant contract, program regulations, and law, and an immediate resolution of the unapproved conversion must be expedited. The project sponsor shall be put on notice by the State it is ineligible for future grants until satisfactory steps have been taken towards resolution as determined by NPS. The federal action and undertaking will review the remaining actions required to meet the conditions of the Act (54 U.S.C. § 200305(f)(3)) and requirements of the conversion regulations (36 C.F.R. § 59.3). Typically, this entails review of the replacement property and development of recreation equivalency for public outdoor recreation.

    Resolution of the conversion will require State and NPS review of the conversion proposal as previously set forth in Section F.4 above including the provision of suitable replacement property.

    If the sponsor has already provided replacement property without NPS approval, the eligibility of the replacement land must meet the same LWCF requirements as if it had not yet been acquired. It is incumbent upon the State to make the case that the replacement land fully meets these requirements.

    Failure by the State to take steps to follow this procedure shall be considered cause for NPS to apply penalty options described in Section N below.

11. Conversions with delayed replacement. Exceptions to the immediate replacement requirement (see Section 8 above) will be allowed only when it is not possible for replacement property to be identified prior to the State's request for the conversion. The State must provide an express commitment to satisfy LWCF substitution requirements within a specified period, normally not to exceed one year following conversion approval for the LWCF-assisted area to be lost (36 C.F.R. § 59.3(c)). Such proposals are not routine and must include sufficient evidence to justify why such a delay is necessary. The commitment for delayed replacement will be in the form of an amendment to the grant agreement.

G. Underground Utility Easements and Rights-of-Way

Originally, this policy was written to apply only to utilities serving the park or local needs, such as water for agricultural irrigation, or distribution of gas or electricity to the park or local homes and businesses in communities adjacent to the park. The narrow right of way needed meant the impacts to existing public outdoor recreation were typically not significant.

Currently, many of the proposed underground "utility" projects involve installation of what is actually transportation infrastructure, both in their purpose and regulation, to facilitate efficient movement of goods and services. Often the alignments for these underground utility projects extend for miles beyond the LWCF recreation area, cross multiple jurisdictions including state lines, require land owners to surrender or give up a property right through an executed legal instrument (easement), and maintain standardized rights of way widths of 50 to 200 feet instead of the 20 to 30 feet more typical of local utility lines. Many of these do not meet the policy.

The State may allow installation of underground utilities within an LWCF boundary area as long as the ground above the alignment can be and is restored to its pre-existing condition to ensure the continuation of public outdoor recreational use of the area within 12 months after the ground is disturbed. Unless there is a pre-existing easement, the legal arrangement providing the rights for the utility must be a license or other limited use agreement. Arrangements that require granting property rights such as an easement will constitute a conversion.

If the recreation use is not restored within the 12-month period, or the utility installation results in permanent above-ground changes, the NPS shall be consulted to determine if the changes will trigger a conversion.

States are to consult with the NPS for all proposals involving the installation of any type of underground infrastructure (from fiber optic lines to pipelines) under LWCF-assisted areas throughout the State, where an entity is either:

1. exercising rights under a pre-existing easement or right-of-way to install new or expand capacity; or

2. requesting a new right-of-way where there is no pre-existing alignment.

If present or future outdoor recreation opportunities will be impacted in the easement area or in the remainder of the LWCF boundary area, a conversion will be triggered.

H. Commercial Signage within LWCF Boundary Areas

Commercial signs are only allowable within LWCF boundary areas when the advertising is attached to allowable park structures such as benches, fencing, walls, and buildings and are not inconsistent with the park setting and/or the built environment in which it is located (e.g., athletic fields). Signs may face either outside or inside the park. Commercial advertising in the form of a stand-alone structure such as a billboard that creates a footprint in the park, or commercial signage permanently affixed to a natural feature within the LWCF-assisted area, is a conversion regardless of which direction it faces.

I. Proposals to Construct Public Facilities

Public facility requests will only be concurred with if the public facility clearly enhances or benefits outdoor recreation use of the entire park, and the facility is compatible with and supportive of the outdoor recreation resources and opportunities of the LWCF-assisted area. The State shall use the C&S Form to document its public facility proposal using the following criteria and submit it along with a project amendment agreement and a recommendation for federal concurrence that a conversion is not triggered.

The NPS will consider requests to construct sponsor-funded public facilities when the following criteria have been met:

1. Uses of the facility will be compatible with and supportive of outdoor recreation at the rest of the site and recreation use remains the overall primary function of the site. The proposed public facility includes a recreation component and encourages the outdoor recreation use of the remaining LWCF boundary area.

2. All design and location alternatives have been adequately considered, documented, and rejected on a sound basis.

3. The proposed structure is compatible and significantly supportive of the outdoor recreation resources of the site, whether existing or planned. The park's outdoor recreation use must continue to be greater than that expected for any indoor uses, unless the site is a single use facility, such as a swimming pool building, which virtually occupies the entire site.

   Examples of uses which would not ordinarily be allowed include, but are not limited to, a community recreation center which takes up all or most of a small park site, clinics, police stations, restaurants catering primarily to the general public, fire stations, professional sports facilities or commercial resort or other facilities which: (1) are not accessible to the general public; or, (2) require memberships; or, (3) which, because of high user fees, have the effect of excluding elements of the public; or, (4) which include office, residential or elaborate lodging facilities.

   Restaurant-type establishments with indoor dining/seating that cater primarily to the outdoor recreating public must be reviewed under this public facility policy. Other park food service operations such as snack bars, carry-out food service, and concession stands with outdoor dining including pavilions and protected patios are allowable without further NPS if the primary purpose is to serve the outdoor recreating public.

4. Potential and future benefits to the total park's outdoor recreation utility must be identified in the proposal. Any costs or detriments should be documented and a net recreation benefit must result.

5. The proposed facility must be under the control and tenure of the public agency that sponsors and administers the original park area.

6. The proposal has been adequately reviewed at the state level and has been recommended by the SLO.

J. Pre-existing Buildings within LWCF Boundary Areas

Buildings located within the LWCF boundary area that were constructed before the award of an LWCF grant and establishment of the LWCF boundary area can be important backdrops or anchors that hold special meaning for park visitors and local communities. Restoration and reuse of these pre-existing buildings may offer opportunities for attracting visitors to a public park area and for keeping them secure and maintained, all while conducting operations that support the LWCF outdoor recreation purpose of the site.

A necessary first step for pre-existing building proposals is to determine if the subject building is included within the LWCF boundary area, and if so, whether it was constructed before or after LWCF boundary area was first established. If the building was constructed after the boundary was established or has yet to be constructed, please refer instead to the Public Facilities policy, in Section I above.

Allowable uses of pre-existing buildings constructed before the LWCF boundary area establishment where NPS approval is not required include the following supporting uses:

1. Site administration, operation and maintenance;
2. Visitor information, park interpretation, education, and historic structure tours;
3. Park safety and security;
4. Resource protection and park related research;
5. Site visitor amenities including lodging (see details below) and dining (see details below); gift shops/park stores; and comfort facilities; and
6. Assembly for park/outdoor recreation related meetings and public programs (see details below.

If the SLO determines the proposed use of a pre-existing building will primarily support the outdoor recreation purpose(s) within the LWCF boundary area, NPS review is not required. The NPS should be consulted if any of the above indoor uses will primarily support or serve other non-LWCF-assisted areas at the same time, other non-LWCF assisted areas in the system (e.g., system-wide maintenance facilities), and/or the non-park using public.

Lodging, Dining, and Meeting facilities: LWCF-assisted areas consist of many types of visitor amenities, including accommodations for lodging, dining, and meetings as follows:

Overnight accommodations: These types of indoor overnight accommodations are allowable when the primary purpose is serving visitors of the LWCF-assisted area as the primary market and not the general non-park using public:

1. Cabins
2. Multi-bed hostels
3. Multi-unit lodge

4. Bed and breakfast operations; inns

Dining: These types of indoor dining accommodations are allowable when the primary purpose is serving visitors of the LWCF-assisted area as the primary market and not the general non-park using public:

1. Restaurant-type establishments
2. Snack bars
3. Carry-out food service
4. Concession stands

Meeting facilities: Types of allowable indoor meeting uses include activities, meetings, events, classes, and programs primarily for outdoor recreation and park-related purposes.

Improvements to Pre-existing Buildings: NPS review and approval is not needed for proposed improvements or changes to buildings accommodating the allowable uses described above, including related renovations and support facilities such as parking and storage, as long as the intended use of these improvements is continued support of the primary outdoor recreation purpose of the LWCF-assisted area. The State is responsible for ensuring this purpose is maintained, and that the building improvements and enhancements will not dominate the outdoor recreation use of the LWCF-assisted area, which could trigger a conversion pursuant to the LWCF Act. However, improvements that will increase the footprint of the pre-existing building or supporting facilities will require review.

NPS review is required for uses of pre-existing buildings constructed before LWCF grant award if: the proposed building uses will primarily support and serve areas not within the LWCF boundary area, will support non-outdoor recreation purposes, and/or will support the non-park using public. For these uses, NPS review is required to determine if the use will trigger a conversion.

K. Requests for Temporary Non-Conforming Uses within LWCF Boundary Areas

All requests for temporary uses for purposes that do not conform to the public outdoor recreation requirement must be submitted to and reviewed by the State. The State, in turn, will submit a formal request to NPS describing the temporary non-conforming use proposal.

Continued use beyond six-months will not be considered temporary, but will result in a conversion of use and will require the State/project sponsor to provide new replacement recreation area(s) pursuant to 54 U.S.C. § 200305(f)(3) of the LWCF Act.

1. Criteria. NPS will use the following criteria to evaluate each request:

    a. The size of the LWCF-assisted area affected by any temporary non-recreation use shall not result in a significant impact on public outdoor recreation use. This means that the site of the temporary activity should be sufficiently small to restrict its impacts on other areas of a LWCF-assisted area.

b. A temporary use shall not result in permanent damage to the LWCF-assisted area, and appropriate measures will be taken to ensure the outdoor recreation area is restored for public recreation use and there are no residual impacts on the site once the temporary use is concluded.

c. No practical alternatives to the proposed temporary use exist.

d. The proposal has been adequately reviewed at the state level and has been recommended by the SLO.

2. Required proposal documentation. The State's formal proposal to NPS shall include:

a. SLO recommendation

b. C&S Form providing a complete description of the proposed temporary use, including

(1) start and completion dates;

(2) identification of the portion of the site affected, including a map showing the relationship of the temporary use site to the full area within the LWCF boundary area and a justification of why the area needed is the minimum necessary for the proposed use;

(3) an analysis of the alternatives to the proposed use that were considered;

(4) a description of both immediate impacts on the site as a result of the temporary use and any residual or long-term impacts on the site's environment or on recreation use;

(5) a description of any appropriate actions that will be taken to restore the site for public outdoor recreation use and a schedule for their implementation; and,

c. An acknowledgement by the SLO a full conversion will result if the temporary use has not ceased after the maximum six-month period allotted.

L. Sheltering Facilities within LWCF-assisted Areas

NPS approval is required to shelter an existing recreation facility located within an LWCF-assisted area. See Chapter 3.C.7 for further guidance.

M. Obsolete Facilities

Recipients are not required to continue operation of a particular recreation area or assisted facility beyond its useful life (36 C.F.R. § 59.3(d)). However, 54 U.S.C. § 200305(f)(3) of the LWCF Act and 36 C.F.R. § 59.1 of the regulations require project sponsors to continue to maintain the entire area within the LWCF boundary area in some form of public outdoor recreation use. The LWCF Act obligations cannot be discharged by declaring a facility obsolete.

Notwithstanding neglect or inadequate maintenance on the part of the project sponsor, a recreation area or facility may be determined to be obsolete if:

1. reasonable maintenance and repairs are not sufficient to keep the recreation area or facility operating;

2. changing recreation needs dictate a change in the type of facilities provided;

3. park operating practices dictate a change in the type of facilities required; or,

4. the recreation area or facility is destroyed by fire, natural disaster, or vandalism.

States may determine a facility is obsolete and permit its use to be discontinued or allow a particular type of recreation use of the LWCF assisted area to be changed provided that the project record maintained by the State is documented by the sponsor with a justification statement for determining obsolescence and the State concurs in the change. However, NPS approval must be obtained prior to any change from one LWCF allowable use to another when the proposed use would significantly contravene the original plans for the area. See Section L below for further guidance.

If, in the judgment of the State, the facility is needed and was lost through neglect or inadequate maintenance, then replacement facilities must be provided at the current value of the original investment.

LWCF assistance may be provided to renovate outdoor recreation facilities that have previously received LWCF assistance if the State determines the renovation is not required as a result of neglect or inadequate maintenance and the State documents the project record to that effect.

N. Significant Change of Use

The LWCF Act requires project sponsors maintain the entire area defined in the project agreement in some form of public outdoor recreation use. NPS approval must be obtained prior to any change from one eligible use to another when the proposed use would significantly contravene the original plans or intent for the area as described in the original LWCF project(s). NPS approval is not, however, required for each and every facility use change. Uses within an LWCF-assisted area should be viewed in the context of overall use and should be monitored in this context. A change from a swimming pool with substantial recreational development to a less intense area of limited development such as a passive park, or vice versa, would, for example, require NPS review and approval (36 C.F.R. § 59.3(d)).

The State shall notify the NPS in writing of a proposal to significantly change the use of LWCF-assisted area in advance of this occurrence. The NPS will expedite a determination of whether a formal review and approval process will be required. A primary NPS consideration in the review will be the consistency of the proposal with the SCORP.

If the change in use proposal requires a formal review and approval by NPS, the State shall complete the C&S Form (see Chapter 4).

Changes to other than public outdoor recreation use constitute a conversion and will require NPS approval and the substitution of replacement land in accordance with the LWCF Act.

O. Remedies for Failure to Comply with Federal Laws and Regulations

Pursuant to 2 C.F.R. § 200.339, when the NPS determines a State has violated or failed to comply with applicable federal law, regulations, and/or grant terms and conditions that govern the Program and the financial assistance awards issued under it, the NPS may impose additional conditions consistent with 2 C.F.R. § 200.208 on the State (and/or the State may impose them on the subrecipient). If the noncompliance cannot be remedied through these conditions, further actions may be taken as appropriate to the circumstances until compliance or correctional action has been accomplished. These actions include: temporarily withholding payment of federal funds to the State on account of such project, disallowing costs, suspending or terminating the award, initiating suspension or debarment proceedings, withholding funds for other projects of the State, withholding approval of further projects of the State, or taking other remedies that might be legally available.

Attachment C
LWCF 6(f)(3) Boundary Map



Curry County Nieves Courtyard Improvements

Project No: 35-01238

LWCF Boundary—1.2 acres

ALSO Signature

7/17/2024

Attachment D
New Mexico Department of Game and Fish Environmental Species Review

New Mexico Department of Game and Fish
Project ID: NMERT-3414
Project Number: LWCF 35-01238

PROJECT INFORMATION

Project Title:	Curry County Nieves Courtyard LWCF Project
Project Type:	RECREATION ACTIVITIES, PARKS
Latitude/Longitude (DMS):	34.406301 / -103.205034
County(s):	CURRY
Project Description:	Curry County has applied for an LWCF grant to make improvements at the existing Nieves Courtyard outdoor picnic space bounded by E. 9th St, E. 8th St., N. Main St., and an alley in downtown Clovis. The County plans to add additional picnic tables, sunshades, and a bandstand shell at the existing small performance stage. Parking already exists. With the LWCF grant award, the County plans to complete the project within three years, ca. 2027. Ground disturbance will be minimal given that the parklet is already built out. No wildlife surveys or mitigation have been done for the LWCF project at this point.

REQUESTOR INFORMATION

Project Organization:	
Contact Name:	Robert Stokes
Email Address:	robert.stokes@emnrd.nm.gov
Organization:	New Mexico State Parks
Address:	NM State Parks, 1220 S. St. Francis Drive, Santa Fe NM 87505
Phone:	5054790911

OVERALL STATUS

The information contained within this report comprises the recommendations of the New Mexico Department of Game and Fish (Department) for management and mitigation of proposed project impacts to wildlife and habitat resources; see the Project Recommendations section below for further details. No further consultation with the Department is required based on the project's location and, with implementation of mitigation measures described in the Project Recommendations section below, no adverse effects to wildlife or important habitats are anticipated. However, a Department biologist may be in touch within 30 days if they determine that further review is required.

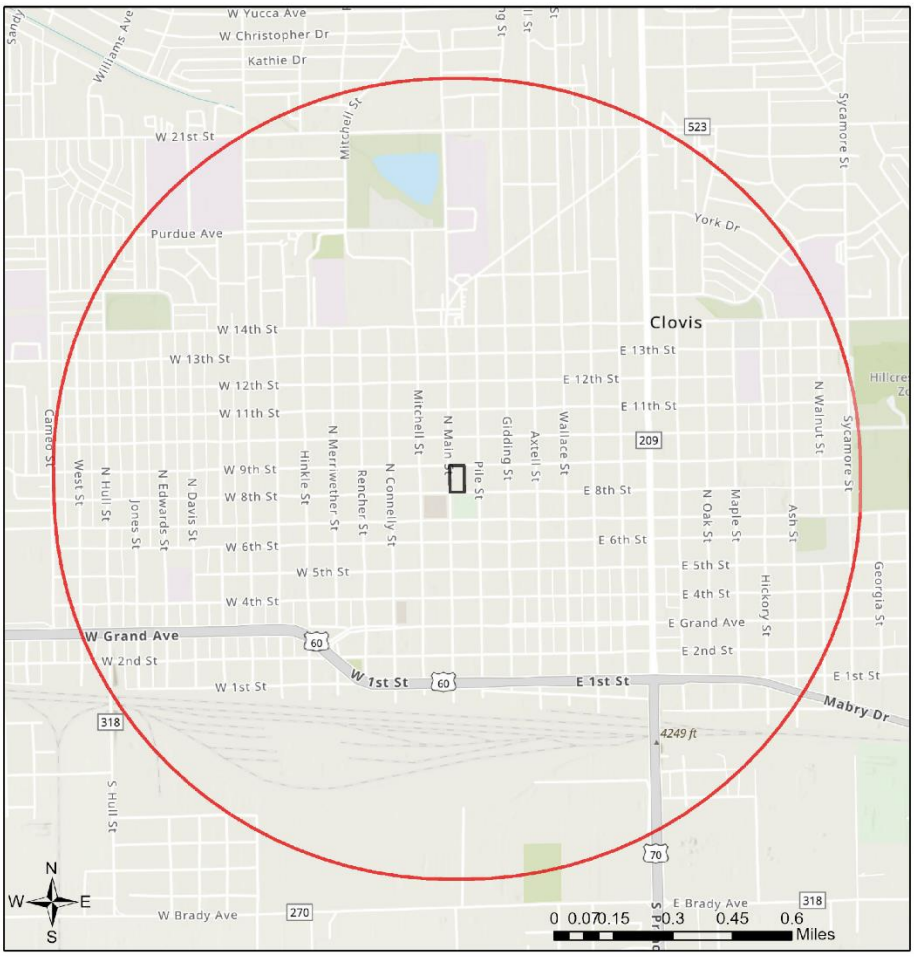
New Mexico Department of Game and Fish
Project ID: NMERT-3414
Project Number: LWCF 35-01238

About this report:

- This environmental review is based on the project description and location that was entered. The report must be updated if the project type, area, or operational components are modified.
- This is a preliminary environmental screening assessment and report. It is not a substitute for the potential wildlife knowledge gained by having a biologist conduct a field survey of the project area. Federal status and plant data are provided as a courtesy to users. The review is also not intended to replace consultation required under the federal Endangered Species Act (ESA), including impact analyses for federal resources from the U.S. Fish and Wildlife Service (USFWS) using their Information for Planning and Consultation tool.
- This report contains information on wildlife species protected under the ESA and the Wildlife Conservation Act (WCA), Species of Greatest Conservation Need (SGCN), and Species of Economic and Recreational Importance (SERI). Species listed under the ESA are protected from take at the federal level and under the WCA are protected from take at the state level. SGCN are identified in the State Wildlife Action Plan (SWAP) for New Mexico; all of these species are considered to be of conservation concern but not all of them are protected from take at the state or federal level. The harvest of all SERI is regulated at the state level. The Department has no authority to designate critical habitat for species listed under the WCA; only the USFWS can designate critical habitat for species listed under the ESA.
- The New Mexico Environmental Review Tool (ERT) utilizes species observation locations and species habitat suitability models, both of which are subject to ongoing change and refinement. Inclusion or omission of a species within a report cannot guarantee species presence or absence within your project area. To determine occurrence of any species listed in this report, or other wildlife that may be present within your project area, onsite surveys conducted by a qualified biologist during appropriate, species-specific survey timelines may be necessary.
- The Department encourages use of the ERT to modify proposed projects for avoidance, minimization, or mitigation of wildlife impacts. However, the ERT is not intended to be used in a repeatedly iterative fashion to adjust project attributes until a previously determined recommendation is generated. The ERT serves to assess impacts once project details are developed. The New Mexico Crucial Habitat Assessment Tool, the data layers from which are included in the ERT, is the appropriate system for advising early-stage project planning and design to avoid areas of anticipated wildlife concerns and associated regulatory requirements.

New Mexico Department of Game and Fish
Project ID: NMERT-3414
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Curry County Nieves Courtyard LWCF Project



NHNM, USGS, USFS, US Census Bureau, NMDGF
City of Clovis, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS
Esri, NASA, NGA, USGS, FEMA

New Mexico Department of Game and Fish
Project ID: NMERT-3414
Project Number: LWCF 35-01238

Special Status Animal Species Potentially within 1 Miles of Project Area

Common Name	Scientific Name	USFWS (ESA)	NMDGF (WCA)	NMDGF SGCN/SERI	USFS	USFS SCC	BLM
Eared Grebe	Podiceps nigricollis			SGCN			
Clark's Grebe	Aechmophorus clarkii			SGCN			
Peregrine Falcon	Falco peregrinus		T	SGCN			BLM WATCH
Lesser Prairie-Chicken	Tympanuchus pallidicinctus	LE		SGCN	Sensitive Species		BLM SENSITIVE
Mountain Plover	Charadrius montanus			SGCN	Sensitive Species		BLM WATCH
Long-Billed Curlew	Numenius americanus			SGCN			BLM WATCH
Western Burrowing Owl	Athene cunicularia hypugaea			SGCN	Sensitive Species	USFS R3 SCC	BLM SENSITIVE
Common Nighthawk	Chordeiles minor			SGCN			
Lewis's Woodpecker	Melanerpes lewis			SGCN		USFS R3 SCC	BLM WATCH
Bank Swallow	Riparia riparia			SGCN			
Pinyon Jay	Gymnorhinus cyanocephalus			SGCN		USFS R3 SCC	BLM SENSITIVE
Pygmy Nuthatch	Sitta pygmaea			SGCN			
Mountain Bluebird	Sialia currucoides			SGCN			
Loggerhead Shrike	Lanius ludovicianus			SGCN		USFS R3 SCC	BLM WATCH
Vesper Sparrow	Pooecetes gramineus			SGCN			
Thick-billed Longspur	Rhynchophanes mccownii			SGCN			BLM SENSITIVE
Chestnut-Collared Longspur	Calcarius ornatus			SGCN			BLM SENSITIVE
Gila Chub	Gila intermedia	LE	E	SGCN			
Spikedace	Meda fulgida	LE	E	SGCN			
Loach Minnow	Rhinichthys cobitis	LE	E	SGCN			
Least Shrew	Cryptotis parva		T	SGCN			BLM WATCH
Black-Tailed Prairie Dog	Cynomys ludovicianus			SGCN	Sensitive Species		BLM SENSITIVE
Pronghorn	Antilocapra americana			SERI			

New Mexico Department of Game and Fish
Project ID: NMERT-3414
Project Number: LWCF 35-01238

Special Status Animal Species Potentially within 1 Miles of Project Area

Common Name	Scientific Name	USFWS (ESA)	NMDGF (WCA)	NMDGF SGCN/SERI	USFS	USFS SCC	BLM
Gray-Checkered Whiptail	Aspidoscelis tesselata		E	SGCN			BLM SENSITIVE
Plainbelly Water Snake	Nerodia erythrogaster		E	SGCN			
Western Ribbon Snake	Thamnophis proximus		T	SGCN	Sensitive Species		
Desert Massasauga	Sistrurus catenatus edwardsii			SGCN			

Common Name hyperlink takes you to species account in bison-m.org; Scientific Name hyperlink takes you to information in NatureServe Explorer; ESA = Endangered Species Act, C = Candidate, LE = Listed Endangered, LT = Listed Threatened, XN = Non-essential Experimental Population, for other ESA codes see this website; WCA = Wildlife Conservation Act, E = Endangered, T = Threatened; SERI = Species of Economic and Recreational Importance; SGCN = Species of Greatest Conservation Need; USFS = U.S. Forest Service, Sensitive Species = A species likely to occur on USFS lands that is of concern for a potential reduction in population viability; SCC = Species of Conservation Concern; BLM = Bureau of Land Management, BLM SENSITIVE = A species that occurs on BLM lands and whose viability is at risk, BLM WATCH = Species that may be added to the sensitive species list in future pending new information regarding species status.

New Mexico Department of Game and Fish
Project ID: NMERT-3414
Project Number: LWCF 35-01238

Project Recommendations

With implementation of the applicable mitigation or avoidance measures included in the project description, and incorporation of the guidance listed below, the Department does not anticipate significant impacts to wildlife or sensitive wildlife habitats from the proposed project activities. See the "OVERALL STATUS" section above to determine the likelihood that your project will be reviewed further based on its location. If a Department biologist determines that additional conservation measures are needed, then you should expect to receive notification and/or any additional project recommendations within 30 days of your project submission.

The Lesser Prairie-chicken (*Tympanuchus pallidicintus*) (LPC) was designated as a SGCN in New Mexico and the southern Distinct Population Segment, including populations in New Mexico and Texas, is federally listed as Endangered. The LPC Interstate Working Group has developed the Southern Great Plains Crucial Habitat Assessment Tool (SGP-CHAT) to designate and prioritize areas for LPC conservation activities and development. Our preliminary assessment indicates your project occurs in LPC habitat. For more information on the SGP-CHAT, contact Chanda Pettie, Industry LPC Program Contact with the Western Association of Fish and Wildlife Agencies, at (719) 207-5053 or chanda.pettie@wafwa.org.
If your project has potential to lead to take (including harassment, harm, pursuit, hunting, shooting, wounding, killing, trapping, capturing, collecting, or attempting to engage in these activities) of a LPC, the Department recommends you contact Lauren Rangel, at 505-761-4745 or lauren_rangel@fws.gov, who is the species lead for the LPC in the Ecological Services Office with USFWS. She is also the contact for the rangewide renewable energy Habitat Conservation Plan (HCP) if relevant for your project. The Department recommends a qualified, permitted biologist conduct surveys for the LPC according to these lesser prairie-chicken survey protocols (or others recommended by USFWS) and following any training as required by USFWS.

Burrowing owl (*Athene cunicularia*) may occur within your project area. Burrowing owls are protected from take by the Migratory Bird Treaty Act and under New Mexico state statute. Before any ground disturbing activities occur, the Department recommends that a preliminary burrowing owl survey be conducted by a qualified biologist using the Department's burrowing owl survey protocol. Should burrowing owls be documented in the project area, please contact the Department or USFWS for further recommendations regarding relocation or avoidance of impacts.

Prairie dog colonies may occur within the vicinity of your project area. Both black-tailed prairie dogs (*Cynomys ludovicianus*) and Gunnison's prairie dogs (*Cynomys gunnisoni*) are designated as New Mexico SGCN, and their colonies provide important habitat for other grassland wildlife. Wherever possible, occupied prairie dog colonies should be left undisturbed, and all project activities should be directed off the colony. Any burrows that are located on the project site should be surveyed by a qualified biologist to determine whether burrows are active or inactive and whether burrowing owls may be utilizing the site. Colonies within the range of the black-tailed prairie dog can be surveyed by a qualified biologist diurnally, year-round using binoculars. Colonies within the range of the Gunnison's prairie dog can be surveyed by a qualified biologist diurnally, using binoculars during the warmer months from April through October and by searching for fairly fresh scat and lack of cobwebs or debris at the mouths of burrows during the cold months (November through March). If ground-disturbing activities cannot be relocated off the prairie dog colony, or if project activities involve control of prairie dogs, the Department recommends live-trapping and relocation of prairie dogs. The Department can provide recommendations regarding suitability of potential translocation areas and procedures.

New Mexico Department of Game and Fish
Project ID: NMERT-3414
Project Number: LWCF 35-01238

Disclaimers regarding recommendations:

- The Department provides technical guidance to support the persistence of all protected species of native fish and wildlife, including game and nongame wildlife species. Species listed within this report include those that have been documented to occur within the project area, and others that may not have been documented but are projected to occur within the project vicinity.
- Recommendations are provided by the Department under the authority of § 17-1-5.1 New Mexico Statutes Annotated 1978, to provide "communication and consultation with federal and other state agencies, local governments and communities, private organizations and affected interests responsible for habitat, wilderness, recreation, water quality and environmental protection to ensure comprehensive conservation services for hunters, anglers and nonconsumptive wildlife users".
- The Department has no authority for management of plants or Important Plant Areas. The New Mexico Endangered Plant Program, under the Energy, Minerals, and Natural Resources Department's Forestry Division, identifies and develops conservation measures necessary to ensure the survival of plant species within New Mexico. Plant status information is provided within this report as a courtesy to users. Recommendations provided within the ERT may not be sufficient to preclude impacts to rare or sensitive plants, unless conservation measures are identified in coordination with the Endangered Plant Program.
- Additional coordination and/or consultation may also be necessary under the federal ESA or National Environmental Policy Act (NEPA). Further site-specific mitigation recommendations may be proposed during ESA consultation and/or NEPA analyses or through coordination with affected federal agencies.

From: info@nmert.org on behalf of New Mexico Environmental Review Tool
To: Stokes, Robert, EMNRD
Cc: Seamster, Virginia, DGF; DGF-EEP-TG
Subject: [EXTERNAL] NM ERT : Curry County Nieves Courtyard LWCF Project
Date: Wednesday, April 10, 2024 12:06:29 PM

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

NOTE: DO NOT RESPOND DIRECTLY TO THIS EMAIL, AS IT WILL BE SENT TO AN ADDRESS THAT IS NOT MONITORED. PLEASE SEND ANY QUESTIONS OR ADDITIONAL INFORMATION TO virginia.seamster@dgf.nm.gov.

Project: Curry County Nieves Courtyard LWCF Project
Project ID: NMERT-3414
Date Submitted: 04/10/2024 - 09:50
Organization: New Mexico State Parks

Dear Robert Stokes,

Thank you for your submission of the above referenced project NMERT-3414. In addition to the recommendations in the report generated by the NMERT, if the proposed project involves installation of any new lighting, we recommend any new lighting installed at the park should be down-shielded to keep light within the boundaries of the site and minimize its potential attraction for birds.

With incorporation of the recommendations in the NMERT report and as listed above, we do not anticipate significant impacts to wildlife associated with this project.

Sincerely,

Ginny Seamster
New Mexico Department of Game and Fish
virginia.seamster@dgf.nm.gov
5056297738

https://nmert.org/

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Grants Department

TO: Board of County Commissioners
FROM: Kristian Price
DATE: September 24, 2024
SUBJECT: **Request Action to Purchase Tables and Benches Created from Wind Turbines from Noblewins Utilizing Trails+ Grant Funds in the Amount of $36,950 - Kristian Price**

See attached.

Prepared by Kaitlin Bentley
Last updated on 09/17/2024

ATTACHMENTS:

- Noblewins Purchase Proposal - Curry County, NM.pdf
- Quotes Memo.pdf
- Quote Sheet.pdf

Noblewins LLC
18500 Lake Rd, Suite 120
Rocky River, OH 44116

Noblewins

QUOTE

Prepared by: Ryan Funk	**Created Date:** 31 Jul 2024 **Expiration Date:** 31 Oct 2024 **Proposal #:** 7117938460
Customer: Curry County, NM **Contact:** Kristian Price	**Customer Address:** 417 Gidding St., Suite #100 Clovis, NM 88101

Bring the Best Benches in the World to your Community!

Thank you for considering Noblewins products for your community. Our innovative amenities, crafted from retired wind turbine blades, will make a lasting impact on your public spaces, inspiring residents and visitors alike.

By choosing Noblewins, you are investing in both the aesthetic appeal and long-term durability within your community. Our products are built to last, maintaining their beauty and functionality for decades to come. We appreciate your commitment to creating a more vibrant environment filled with resilient, enduring features.



QUOTE

Noblewins

Order Details

Image	Product	Description	List Price	Quantity
	Carole with Composite Lumber - Timber	Carole Picnic Set in Timber: 8-foot ADA-compliant dining, featuring a repurposed wind turbine blade and composite tabletop. Aluminum frames, stainless steel hardware, and anti-graffiti coating.	$8,475	4
	Deborah Swing - PAR Unpainted	Off-site, painted in Your Community by Your Artists - Deborah Swing in PAR: Covered swinging bench from thickest wind turbine blade section, showcasing bolt holes. Composite seat and aluminum frame blend motion with sustainable design.	$7,975	1
	Faye Classic - PAR Unpainted	Off-site, painted in Your Community by Your Artists - Faye Classic in PAR: Circular elevated bench from an upcycled wind turbine blade. Composite seat and aluminum base create a sheltered, sustainable haven.	$7,475	1
	Charlie - Planter - Timber	36" planter made from a retired wind turbine blade	$1,600	1
	Beacon - Planter - Timber	Bench with area for signage made from a retired wind turbine blade with 360° recycled rubber seating surface	$7,900	1
			Shipping	$7,525

QUOTE

Noblewins

	Discount	$29,425
	Grand Total	$36,950

QUOTE

Noblewins

Proposal Acceptance
By accepting and signing this proposal, you agree to the purchase of the products listed above and to the Noblewins Terms & Conditions. You will receive an invoice and payment instructions to complete your transaction on receipt of your acceptance. Production will not begin until the payment is received in full. **Signature: _____** **Date: _____**

Curry County New Mexico
Board of County Commissioners
417 Gidding Street, Suite 100
Clovis, NM 88101
Phone (575) 763-6016 · FAX (575) 763-3656

COMMISSIONERS
Fidel Madrid · District 1
Brad Bender · District 2
Dusty Leatherwood · District 3
Seth Martin · District 4
Robert Thornton · District 5

County Manager · Lance A. Pyle

MEMO TO FILE:

CC: Lance A. Pyle & Kristian Price

Date: September 17, 2024

The Grants Department wishes to purchase outdoor seating made from recycled wind turbines from Canvus/Noblewins.

As this purchase is between the $20,000.00 and $60,000.00 threshold, three quotes are required. Purchasing was provided with a quote from Canvus/Noblewins for said outdoor seating. Two other companies, Wings for Living and Blade Made, were contacted for quotes. The grant requires that the outdoor seating be Americans with Disabilities Act (ADA) compliant. Wings for Living is a UK based company and could not provide seating that is ADA compliant. Blade-Made does not have a manufacturer in the United States and declined to give a quote based on high shipping and insurance costs. The Grants Department has done their due diligence in attempting to acquire three (3) quotes, as there are few companies that manufacture outdoor seating made from recycled wind turbines.

It is Purchasing's recommendation that the Grants Department move forward with the purchase from Canvus/Noblewins for the purchase of outdoor seating. This is pursuant to state Procurement Code.

Melynda Crouch
Purchasing Agent

Curry County Quote Sheet

Product or Service Needed: Wind Turbine Benches and Tables

Date: 09.17.2024 Department: Administration/Grants

No. 1

Firm Contacted Noblewins Telephone 440.306.9007

Firm Representative Making Quote Ryan Funk

NM Bidder's Preference Number _____ Total Cost $36,950

Comments: _____

No. 2

Firm Contacted Wings for Living Telephone _____

Firm Representative Making Quote _____

NM Bidder's Preference Number _____ Total Cost _____

Comments: Not ADA Compliant

No. 3

Firm Contacted Blade-Made Telephone _____

Firm Representative Making Quote _____

NM Bidder's Preference Number _____ Total Cost _____

Comments: Does not have a US based facility

Purchase Made From _____ **Purchase Order No.** _____

Purchase Amount _____ **Signed** _____

VII.5

Grants Department

TO: Board of County Commissioners
FROM: Kristian Price
DATE: September 24, 2024
SUBJECT: **Request Action to Submit a Notice of Interest to the New Mexico Department of Homeland Security and Emergency Management for the Mitigation Program to Assist Texico Municipal Schools on an Application to Apply for Funds to Construct a Storm Shelter/FEMA Safe Room to Serve a Dual Purpose to Provide a Safe Location During Natural Disasters and a Gymnasium for School Activities - Kristian Price**

See attached.

Prepared by Kaitlin Bentley
Last updated on 09/17/2024

ATTACHMENTS:

- Notice of Interest 2023 FEMA.pdf

New Mexico Department of Homeland Security and Emergency Management
Mitigation Program - NOTICE OF INTEREST

Submit to dhsem.mitigation@dhsem.nm.gov

Sub-applicant Name: Curry County

Type of Sub-applicant: Local Government ☐ UEI Number: M412HG25DJ23

Project Point of Contact: Kristian Price

Address: 417 Gidding St. STE 100 Clovis, NM. 88101

Phone: 575.763.6016 Email Address: kprice@currycountynm.gov

1. Provide a description of the proposed project or mitigation plan:
(Attach additional pages as needed. If you are proposing a construction or land disturbance project, attach concept drawings and site plans)

The County is seeking to partner with the Texico NM Municipal Schools to construct a storm shelter/FEMA Safe Room to serve a dual purpose to provide a safe location during natural disasters and a gymansium for school games, practices, and more.

2. List the specific area affected by the project or plan:
(Counties, City/Town, Tribal Entity, street address, etc.)

520 N. Griffin St. Texico, NM. 88101 - Curry County

3. List the natural hazard(s) that the project or plan mitigates:

Tornadoes; Flooding; Fires

4. Total estimated project cost: $5 million

5. Is there at least 25% of the total project cost in non-federal match available? ○ YES ◉ NO

6. Is this proposed project covered by a FEMA approved hazard mitigation plan? ○ YES ◉ NO

7. What is the name of the FEMA approved hazard mitigation plan associated with this entity?

Curry County Multi-Jurisdictional Natural Hazard Mitigation Plan Update

8. Do you require state assistance to complete a mitigation application, including Benefit Cost-Analysis, scope of work develop, cost estimating? (*Construction and land disturbance projects only*) ◉ YES ○ NO

9. This project will include a request for Sub-recipient Management Cost (Sub-MC). ○ YES ◉ NO

Sub MC is 100% federal funding for management of the sub-grant agreement. Sub-MC is a maximum of 5% of the total project cost.

All information entered is true and correct.
This document is approved for submission by the governing body of the sub-applicant:

Name: Robert Thornton Title: Curry County Commission Chair

Signature: _____ _____

For questions or more information contact dhsem.mitigation@dhsem.nm.gov or 505-476-9682

This document is not an application and does not constitute funding approval by DHSEM. Application development assistance will be provided by DHSEM upon re

Public Services Department

TO: Board of County Commissioners
FROM: Ben Roberts
DATE: September 24, 2024
SUBJECT: **Request Action on Contract with Daniel B. Stephens & Associates to Provide Engineering Services for the City of Texico's Water Infrastructure - Ben Roberts**

Contract is being drafted and will be provided prior to the meeting.

Prepared by Kaitlin Bentley
Last updated on 09/18/2024

VII.7

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: September 24, 2024
SUBJECT: **Request Action on Allocation of Cannabis Excise Tax Funds - Lance A. Pyle**

Prepared by Kaitlin Bentley
Last updated on 09/17/2024

ATTACHMENTS:

- New Requests for Cannabis Excise Tax 2024.pdf
- Updated Sheriff's Quote.pdf
- Curry Triadic Quote.pdf

Request for Cannabis Excise Tax Funds

Department	Amount	Purpose
Sheriff	$54,618.75	Purchase new rifles, optics, illumination, and magazines for deputies.
Substance Use and Behavioral Health	$5,000.00	Promotional items (Funding Agency no longer allows promotional items to be purchased with grant funds)
NMSU - Extension	$28,500.00	Improvements to Home & Arts Building to include two evaporative cooling units, two large ceiling fans, spray foam installation on ceiling, interior paint
NMSU - Extension	$10,000.00	Replacement of overheard door at Home & Arts Building
Treasurer	$610.00	8 Property Tax due date banners for placement on County property and other locations around the County
IT	$8,580.19	New IBM Server (remainder of cost included in IT budget)

TOTAL IN FUND	$142,553.51	*As of 9/3/24
TOTAL OBLIGATED	$32,000.00	
BALANCE IN FUND	$110,553.51	
TOTAL REQUESTED	$107,308.94	

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Ste A. Prescott, AZ 86301
Tel: 928-778-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE

QUOTE#	PAGE
697658	1

SHIP DATE
A.S.A.P.

SOLD TO

CURRY COUNTY SHERIFF OFFICE
ACCOUNTS PAYABLE
417 GIDDING SUITE 100
CLOVIS NM 88101

575-763-4440

SHIP TO

CURRY COUNTY SHERIFF'S OFFICE

700 NORTH MAIN ST STE #4
CLOVIS NM 88101

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	08/23/24	008322	A	MIKE YARBROUGH	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
25	0212802081047-X DDI DDM4V7 5.56 RFL 16" 32RD BLK (02-128-02081-047)	1,390.28	EA .00	34,757.00
25	12841 AIM PRO PATROL RIFLE OPTIC 2 MOA 1X 3 YR BATT LIFE	468.08	EA .00	11,702.00
50	MAG571BLK MPI PMAG 30 AR/M4 G M2 MOE 556 BLK	10.04	EA .00	502.00
25	88066 SLI PROTAC HL-X RAIL MNT LGT BLK 1000LUM	106.48	EA .00	2,662.00
1	XFET THIS ITEM FET OUT	.00	EA .00	.00
25	MAG276BLK MPI MBUS PRO REAR BLK	73.64	EA .00	1,841.00
25	MAG275BLK MPI MBUS PRO FRNT BLK	60.83	EA .00	1,520.75

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Ste A. Prescott, AZ 86301
Tel: 928-778-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE

QUOTE#	PAGE
697658	2

SHIP DATE
A.S.A.P.

SOLD TO

CURRY COUNTY SHERIFF OFFICE
ACCOUNTS PAYABLE
417 GIDDING SUITE 100
CLOVIS NM 88101

575-763-4440

SHIP TO

CURRY COUNTY SHERIFF'S OFFICE

700 NORTH MAIN ST STE #4
CLOVIS NM 88101

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	08/23/24	008322	A	MIKE YARBROUGH	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
25	MAG597BLK MPI M-LOK MVG MOE VERT GRP BLK	13.70	EA .00	342.50
25	MAG518BLK MPI MS4 DUAL QD SLNG G2 BLK	51.66	EA .00	1,291.50

COMMENT
FOR SWILCOX@CURRYCOUNTYNM.GOV

BY RYAN

TERMS DUE NET 30 DAYS

SALES AMOUNT 54,618.75

Triadic Enterprises, Inc.

QUOTE

To: **Curry County IT**

Date: 9/13/2024
Invoice #:
Customer ID #:
Expiration Date: 30 days from date

Salesperson	Job	Payment Terms	Due Date
Leandra	Power 10 System		

Qty	Description	Unit Price	Line Total
1.00	Power 10 Hardware & LTO8 tape drive, 24x7 5 year support	$ 44,369.69	$ 44,369.69
1.00	Power 10 Software, 24x7 5 year support	20,760.00	$ 20,760.00
1.00	UPS Battery Backup	$ 3,500.00	$ 3,500.00
5.00	LTO8 tapes	60.00	$ 300.00
			$ -
			$ -
1.00	3rd party software transfer fees	1,400.00	$ 1,400.00
			$ -
1.00	Setup &Config (60hr @ $150)	9,000.00	$ 9,000.00
1.00	Onsite Install & Migration (2 days x 2 staff)	4,200.00	$ 4,200.00
1.00	Misc Items for Install (tapes, cables, etc)	500.00	$ 500.00
1.00	Per Diem (2 days x 2 @ $175)	700.00	$ 700.00
1.00	Mileage (440 round trip/720 round trip @ .655)	759.80	$ 759.80
			$ -
			$ -
		Subtotal	$ 85,489.49
		Sales Tax	
	Quote does not include Gross Reciept Tax or shipping cost	Total	

tei@triadicnet.com
www.triadicnet.com

MAIN
1-800-221-0653
PH: 575-546-0423 F: 575-546-8330
PO Box 471 Deming NM 88031
121 W Hemlock Deming NM 88030

BRANCH
1-800-540-8130
PH: 505-299-6795 F: 505-299-6433
PO Box 44682 Rio Rancho NM 87174
4020 Peggy Rd Ste M5 Rio Rancho NM 87124

Treasurers Department

TO: Board of County Commissioners
FROM: Kendall Kempf, Curry County Treasurer
DATE: September 24, 2024
SUBJECT: **Request Action on Resolution #2024-77 to Revise the Investment and Deposit Policy of Curry County - Kendall Kempf**

Approval Resolution #2024-77

Prepared by Kaitlin Bentley
Last updated on 09/13/2024

ATTACHMENTS:

- BOF Cover Letter.pdf
- Redlined Copy of Resolution 2022-46.pdf
- RESOLUTION # 2024-77 REVISED INVESTMENT AND DEPOSIT POLICY.pdf

KENDALL KEMPF
CURRY COUNTY TREASURER
417 Gidding Street, Suite 150
Clovis NM 88101

September 13, 2024
Curry County Board of Finance

RE: Approval of Resolution #2024- 77

Herein you will find a copy of requested changes to our existing policy, Resolution # 2022-46, Revised Investment and Deposit Policy of Curry County. The changes consist of:

1. Housekeeping changes to address dates, grammar and punctuation
2. Section (19) to clarify and simplify the goals of performance and to move away from having to use specific yield benchmarks for guaranteeing performance
3. Section (23) to clarify the fiduciary/suitability responsibilities of Investment Brokers, also detailing expectations plus removing limits to the methods of trading

Also find a finished copy that has been approved by Daniel Macke.

Thank you,

Kendall Kempf

Curry County Treasurer
417 Gidding Street, Suite 150
Clovis NM 88101

RESOLUTION # ~~2022-46~~

REVISED INVESTMENT AND DEPOSIT POLICY OF CURRY COUNTY, Effective ~~June 14, 2022~~

THIS MATTER having come before the Board of County Commissioners, acting in its capacity as the Board of Finance of Curry County ("Board of Finance") on this ~~14th~~ day of ~~June, 2022~~ at its regular duly called meeting; and,

WHEREAS, at said meeting, the Board of Finance was presented with amendments to its existing Investment Policy (Resolution #~~2020-09~~2022-46); and,

WHEREAS, the Board of Finance determine that it is in the best interest of Curry County to amend its Investment Policy.

BE IT HEREBY RESOLVED that effective upon the passing of this Resolution, the Investment of Policy of Curry County shall be modified to read as follows:

1) This resolution establishes a policy for the prudent investment and deposit of County funds, and the maximization for the efficiency of the County's cash management system.

2) **INTRODUCTION:**

This Investment and Deposit Policy ("Policy') applies to all financial assets of Curry County ("County") including, but not limited to, the assets of the County's:

General Funds
Special Revenue Funds
Capital Projects Funds
Bond and Loan Proceeds
Enterprise Funds
Debt Service and Debt Service Reserve Funds, and
Agency Funds

3) **SCOPE OF POLICY:**

The goal of this Policy is to protect public funds and to invest and deposit County funds in a manner that insures the safety of the investment, that provides for adequate liquidity and proper maturities and that maximizes investment income after providing for safety and liquidity. It also serves to establish a clear understanding between the County and any investment broker, portfolio/fund manager, financial institution and/or financial advisor utilized by the County as to the guidelines, limitations and directions that the County has determined appropriate for accounts under its purview.

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It is the policy of Curry County to be fully invested (100% of available cash, less float and compensating balances) at all times. The County will use projected monthly cash receipts and outlays as a tool for maximizing available cash for investment purposes.

4) OBJECTIVE:

The primary objectives, in priority order, of the County's investment and deposit activities shall be:

SAFETY: Safety of principal is the foremost objective of the investment and deposit program. Investments and deposits of the County shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual investments and deposits do not exceed the income generated from the remainder of the portfolio.

LIQUIDITY: The County's investment and deposit portfolios will remain sufficiently liquid to enable the County to meet all operating requirements which might be reasonably anticipated. Future use of funds shall be criteria in determining maturities for any investment or deposit.

RETURN ON INVESTMENTS AND DEPOSITS: The County's investment and deposit portfolios shall be designed with the objective of attaining at least a market rate of return throughout budgetary and economic cycles, ~~taking into account~~considering the County's risk constraints and the cash flow characteristics of the portfolios.

5) DELEGATION OF AUTHORITY:

The Board of County Commissioners acting in its capacity as the Board of Finance pursuant to NMSA 1978 § 6-10-8, shall have authority to set policy for management of all County investments and deposits and insure that such Policy is carried out.

The County Treasurer, with the advice and consent of the Boards of Finance, charged with the supervision and control of the respective funds has ultimate authority over the investment and deposit of public funds as outlined in the Policy. The County Treasurer shall be responsible for all investment and deposit transactions and shall implement and maintain the system of controls outlined in the Policy in order to regulate investment and deposit activities pursuant to **NMSA** 1978 § 4-38-1 and§ 6-10-10(F).

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6) PRUDENT PERSON RULE:

The prudence which is to be used by the County Treasurer investing and depositing County funds shall be used in accordance with the provisions of NMSA 1978, § 6-8-10 which, as defined, provides that: "Investments shall be made with judgement and care; under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived."

7) ETHICS AND CONFLICT OF INTEREST:

All Board of Finance members, the County Manager and the County Treasurer shall refrain from personal business activity that could conflict with the proper execution of the County's investment and deposit program or which could affect or impair their ability to make impartial investment and deposit decisions on behalf of the County (NMSA 1978, §6-10-40 and§ 6-10-53) and the New Mexico Constitution Article VII, Section 4.

8) CASH MANAGEMENT:

The Board of Commissioners and the Treasurer's Office shall jointly prepare and maintain an ongoing cash management program. This program will involve the preparation of a regular report that includes projections for cash receipts (revenues), cash disbursements (expenditures) and interest earned or estimated to be earned on overnight investments and deposits. The Board of Commissioners shall notify the County Treasurer on a regular basis of County expenditures and of any large expenditures anticipated so that cash liquidity can be planned according to the cash management report and County expenditures. The County Treasurer shall take into consideration these projected- cash needs of the County when setting investment and deposit maturity dates. It shall be the duty of the County Treasurer to provide adequate security for funds received, receipt and disbursement reports and accounting of all cash and cash management activities.

9) BANKS SELECTION:

Public money may be deposited by the County Treasurer, with the advice and consent of the Board of Finance, charged with the supervision and control of the respective funds, with banks, savings banks and credit unions having their main or manned branch offices within the geographical boundaries of the County, which have qualified as public depositories by reason of insurance of the account by an agency of the United States such as the Federal Deposit Insurance Corporation ("FDIC") or National Credit Union Share Insurance Fund ("NCUSIF"), or by depositing collateral security of United States Treasury or agency securities

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as provided herein, letters of credit from the Federal Home Loan Bank or by giving bonds as provided by law (Section 6-10-36C, NMSA 1978).

10) MINIMUM INTEREST RATE:

The interest rate to be paid on time deposits shall not be less than the rate of interest on United States treasury bills or notes of the same maturity on the day of deposit (§6-10-36E, NMSA, 2018). Additionally, the County will diversify use of investment and deposit instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.

11) COLLATERALIZATION:

The following guidelines shall be utilized to ascertain the level of collateral required from each financial institution on deposits on amounts greater than federal insurance such as FDIC or NCUSIF coverage. These ratios shall agree ~~are in agreement~~ with those set by the State Board of Finance for the State of New Mexico. Curry County reserves the right to set the level of collateral required based on criteria other than the ratios below. Written justification for the variance shall be kept on file in the County Treasurer's office.

Should the institution's ratios result in a different collateral requirement for any of the ratios, the higher collateral level will be required.

Determination of the collateral level must be determined every six months, in April and October, if the County chooses to reduce the collateral requirement to under 102%. Each financial institution shall submit a current Statement of Financial Condition and a completed Risk Assessment Ratio Form to the Treasurer of Curry County.

Ratios	50%	75%	102%
Primary Capital Assets	Above 6.0%	5.0% - 6.0%	Less than 5.0%
Net ~~Q~~Operatinag Income	Above .60%	.51% - .61%	Less than .51%
Total Average Assets			
Non-Performing Loans	Under 35.0%	35.0% - 49.9%	Above 49.9%
Primary Capital			

Should the financial institution use a payment or performance bond, if provided by law, then the amount of collateralization shall be equal to the amount of the principal and accrued interest not otherwise covered by federal insurance. The maturity of deposits so collateralized shall be for the lesser of the term of the deposit or time for cancellation of such payment or performance bond.

All banks, savings banks and credit unions in which the County's funds in excess of federal insurance amounts are deposited will be required to enter into a

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Collateral Security Agreement which shall be mutually agreed upon by the Treasurer and the financial institution. (NMSA 1978, § 6-10-18(a)).

12) **INVESTMENTS AND DEPOSITS:**

All sinking funds or money remaining unexpended from the proceeds of any issue of bonds or negotiable securities which by law are entrusted to the care and custody of the Treasurer, and all money not immediately necessary for public use, may be invested in securities or deposited in interest bearing deposits with banks, savings banks and credit unions within the geographical boundaries of the County. All funds available for time deposit with local banks, savings banks and credit unions must be equitably distributed according to the net worth of each institution in accordance with NMSA 1978, § 6-10- 36. For purposes of calculation, the County shall use the total deposits as reported to federal agencies by the local banks, savings banks and credit unions as of March 31 of each calendar year.

If any bank, savings bank or credit union within the geographical boundaries of the County declines to accept any part of their pro-rata share of County funds, a written notice of such shall be obtained by the County Treasurer. The County Treasurer, in consultation with the Investment Committee, may allow any bank declining to receive distribution of future funds at his/her discretion.

The funds that are declined shall be considered excess, as well as funds subject to the New Mexico Constitution Article VIII, Section 4 and may be invested and deposited in those financial instruments authorized by the laws of the State of New Mexico, including the following approved investments and deposits:

A. Certificates of Deposits with federal or state-chartered banks, savings banks or credit unions, to be collateralized by United States Treasury or agency securities whose daily closing price ("mark-to- market") is equal to or greater than that portion of the Certificate of Deposit and interest thereon and/or Municipal Bonds issued by New Mexico entities at par, for those amounts that the FDIC or NCUSIF does not insure;

B. Bonds or negotiable securities of the United States, the state or a county, municipality or school district that has a taxable valuation of real property for the last preceding year of at least one million dollars ($1,000,000) and that has not defaulted in the payment of any interest or sinking fund obligation or failed to meet any bonds at maturity at any time within five years last preceding and that have a maturity date that does not exceed ten years from the date of purchase;

C. Securities that are issued "" and backed by the full faith and credit of the United States government" or issued by its agencies or instrumentalities, including securities issued by federal home loan banks, the federal home loan

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mortgage corporation, the federal national mortgage association, the federal farm credit banks funding corporation, the federal agricultural mortgage corporation or the government national mortgage association and that have a maturity date that does not exceed ten years from the date of purchase; or "United States government sponsored enterprises" includes federal home loan banks, the federal home loan mortgage corporation, the federal national mortgage association, the federal farm credit banks funding corporation, the federal agricultural mortgage corporation and the government national mortgage association;

D. Contracts with banks, savings banks or credit unions for the present purchase and resale at a specified time in the future of specific securities at specified prices at a price differential representing the interest income to be earned by the investor. The contract shall be fully secured by obligations of the United States or the securities of its agencies, instrumentalities or United States government sponsored enterprises having a market value of at least one hundred two percent (102%) of the contract. The collateral required for investment in the contracts provided for in this subsection shall be shown on the books of the financial institution as being the property of the investor and the designation shall be contemporaneous with the investment (NMSA 1978, § 6.10.10(H));

E. All investments set forth in A-D above must have readily ascertainable market value and be easily marketable.

In the event that the authorizing Statutes are amended or modified to allow other securities or financial instruments as appropriate for investment and deposit by the County, or in the event a financial or an authorized legal opinion is provided that would allow for such additional investments or deposits, then this Policy may be amended to include those securities or financial instruments as appropriate with the approval of the Board of Finance.

13) **SCHEDULING OF INVESTMENT AND DEPOSIT MATURITIES:**

Investment and deposit maturities shall be scheduled to coincide with projected cash flow needs, ~~taking into account~~ considering expenditures (payroll, debt-retirement payments, Capital Improvements Program disbursements, etc.) as well as considering anticipated revenue (property taxes, payment in lieu of taxes, etc.) utilizing the Cash Management program developed by the County Treasurer, with the advice and consent of the Board of Finance. The Treasurer shall provide the Curry County Board of Finance with current schedules on a monthly basis for their review and approval.

The County will create a program that will match investment and deposit maturities with cash flow needs. Such maturities may be either by fund or in aggregate, depending on market conditions, professional advice, proposed

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financings or other matters that could have a positive or negative impact on rates of return.

14) **SECURITIES INVESTMENT SELECTION CRITERIA AND ASSET ALLOCATION:**

A. Cash and cash equivalents may include Treasury bills, notes or bonds, certificates of deposit due within twelve (12) months, and money market funds that invest in securities of the U.S. Government and its agencies. The purpose of these funds is to provide income, liquidity and preservation of the funds' principal value.

B. The maximum maturity or duration of the securities purchased for an account shall not be greater than ten (10) years. The maximum maturity or duration of time deposits for an account shall not be greater than five (5) years. The average weighted maturity or duration of any portfolio shall be three (3) years or less. The County Treasurer may require any portfolio to have a lower maturity or duration. In the case of Mortgage-Backed Securities, (MBS) the average life of the MBS pools should not exceed seven (7) years.

C. The maturity schedule of the securities and deposit portfolios must consider ~~take into account~~ and reflect future cash needs and the goal of maximizing investment returns after providing for safety and liquidity.

D. The weighted duration of the securities portfolios should not exceed three (3) years unless there is prior review by the County Treasurer. Duration is defined as the weighted average time to full recovery of principal and interest payments. Duration provides a summary statistic of the average maturity of the portfolio. Second, it is an essential tool in immunizing a portfolio from interest rate risk. Finally, duration can be used to estimate the interest rate sensitivity of a portfolio. For example, if the portfolio has a duration of five (5) years, and if yields decline by one percent, the portfolio market value could rise in value by approximately five (5) percent.

E. The County Treasurer shall give a verbal and written report at least quarterly to the Board of Finance regarding the then current investment selection criteria and asset allocation.

15) **DIVERSIFICATION**

Curry County will diversify their investments and deposits by security type and institution. Curry County will diversify use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.

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16) **SAFEKEEPING OF SECURITIES:**

All investment securities owned by the County or held as collateral under this Policy shall be held in third-party safekeeping by an institution acceptable to the County. The safekeeping institution shall issue a safekeeping receipt or other evidence (i.e., book entry notice) to the County listing the specific instrument, rate, amount, maturity date, instrument number, term and other pertinent information. Any financial institution holding securities for the benefit of the County shall be required to provide insurance sufficient to cover 100% said securities in the event that the financial institution fails financially and is unable to meet obligations to securities clients. Insurance such as Securities Investor Protection Corporation (SIPC) and private insurance shall be acceptable. The County Treasurer shall prepare and provide the Board of Finance the Safekeeping Report at least quarterly.

17) **INTERNAL CONTROLS:**

The County Treasurer shall document and maintain a system of internal controls for the making of deposits and investments of County funds. The internal controls and compliance thereof shall be reviewed by independent auditors on an annual basis. The County Treasurer shall review the systems of controls at least quarterly to ensure such controls are effective and that the County is complying with such controls. The County Treasurer shall provide quarterly to the Board of Finance a copy of the internal controls policy, and any amendments thereto.

18) ~~I~~**INTERNAL REPORTS:**

The Safekeeping Report, Pro-Rata Distribution Reports and Investment Report shall be compiled by the County's County Treasurer monthly and published along with the Treasurer's Monthly Financial Statement. The County Treasurer shall have daily access to reports from safekeeping institutions showing daily mark-to-market valuations of investments other than deposits in local banks, savings banks and credit unions.

19) **P-ERFORMANCE STANDARDS:**

The investment portfolios shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. ~~The investment portfolios shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.~~

Investments will be handled in accordance with New Mexico statute § 6-10-10, which governs performance returns on public funds investing. Investments will be made in accordance with "4) Objective" of this investment policy, which prioritizes safety of principal and liquidity over yields. ~~Market Yield (Benchmark): The investment strategy of the County is active. Given this strategy, the basis used by the Curry County Commission to determine whether market returns are being achieved shall~~

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~~be the Barclay's Intermediate Term Government Index or other appropriate indices~~
as designated by the County Commission.

20) **SECURITIES COMMUNICATIONS AND REPORTS:**

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Any financial advisor and/or professional fund manager actively doing business with the County must submit to the County Treasurer, County Manager and Finance Director on, but not less than, both a quarterly, and fiscal annual basis, investment reports showing total amount invested, cost basis and market value of each security, amount invested in each type of security, maturity schedule of the portfolio, yield and cash flow analysis of the portfolio, and the time weighted return for each reporting period. They shall also submit or cause to be submitted by a third-party custodian, within seven (7) business days of end of each month, a report showing account balances, transactions, market valuations and similar information. Any transaction that occurred during the reporting period should be shown as well as any realized gains or losses. All exhibits and written material that will be used for presentation to the Treasurer and Board of Finance shall be submitted to and received by the County Treasurer at least five (5) business days prior to any meetings with the Board of Finance, unless otherwise approved in writing or unless waived in writing by the County Treasurer.

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21) **FINANCIAL ADVISOR:**

The County may retain a financial advisor under a contract aApproved by the Commission, if said advisor: (i.) is licensed to perform such services in the State of New Mexico, is an RIA or Investment Advisor Representative of an RIA, (ii.) has had at least seven years' experience in managing and/or advising investments approved herein for other governments and fiduciary institutions, (iii.) has liability and fiduciary insurance coverage, (iv.) agrees to the communications requirements herein; (v.) agrees to advise the County in writing of any significant changes in the investment philosophy, management style, ownership, organizational structure financial condition or senior personnel staffing of the firm or manager assigned to the County within 30 days of each change; (vi.) does not have a proprietary interest in any professional fund manager utilized by the County. (vii.) is compensated only on a fee (agent only) basis and does not receive commissions, mark-ups or other compensation on securities purchased for the County; (viii.) agrees to meet personally with the County Treasurer and the Board of Finance at least quarterly; and (ix) agrees to be bound by the dictates of this Policy. Such meetings shall address the financial advisor's views on developments within the national/local economies, the securities and interest rate markets and the potential affectseffects of these developments on investment and deposit strategy, portfolio maturities, potential amendments to this Policy and other fiscal matters. The financial advisor's performance shall be evaluated based on the lessor of a 3-5 -year time period or a complete market cycle. A copy of this Policy shall be given to the financial advisor by the County. The County Treasurer reserves the right to request monthly meetings.

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22) **PROFESSIONAL FUND MANAGER**:

The County Treasurer, with advice and consent of the Board of Finance, may retain a professional fund manager, under a contract or other agreement approved by the Commission, if said manager: (i.) is licensed to perform such services in the State of New Mexico and as a Registered Investment Advisor ("RIA") under the Investment Advisor's Act of 1940, as amended, (ii.) has had at least seven years' experience in managing investments approved herein for other governments and fiduciary institutions and has at least $1,000,000,000 under management for investment disciplines similar to this Policy; (iii.) has liability and fiduciary insurance coverage, (iv.) agrees to the communications requirements herein; (v.) agrees to advise the County in writing of any significant changes in the investment philosophy, management style, ownership, organizational structure, financial condition or senior personnel staffing of the fund manager or manager assigned to the County within 30 days of each change; (vi.) is compensated only on a fee (agent only) basis and does not receive commissions, mark-ups or other compensation on securities purchased for the County; (vii.) agrees to meet personally with the Commission at least annually; and (ix.) agrees to be bound by the dictates of this Policy. Such meetings shall address the professional fund manager's views on developments within the national economies, the securities and interest rate markets and the potential eaffects of these developments on investment strategy, portfolio maturities and other fiscal matters. Manager's rate of return shall be measured against their– peer and passive indices and their performance shall be evaluated based on the lesser of a 3-5- year time period or a complete market cycle. A copy of this Policy shall be given to the professional fund manager by the County.

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23)} I1NVESTMENT BROK ERS:

Investment brokers will be registered and in good standing with the Securities Exchange Commission (SEC) and the Financial Industry Regulatory Authority (FINRA), including compliant with the requirements of SEC Rule 15c3-1.

The rule states: Every broker or dealer must at all times have and maintain net capital no less than the greater of the highest minimum requirement applicable to its ratio requirement under paragraph (a)(1) of this section, or to any of its activities under paragraph (a)(2) of this section, and must otherwise not be "insolvent" as that term is defined in paragraph (c)(16) of this section. Each broker or dealer also shall comply with the supplemental requirements of paragraphs (a)(4) and (a)(9) of this section, to the extent either paragraph is applicable to its activities. In addition, a broker or dealer shall maintain net capital of not less than its own net capital requirement plus the sum of each broker's or dealer's subsidiary or affiliate minimum net capital requirements, which is consolidated pursuant to appendix C, § 240.15c3-1c. ~~All transactions are to be governed by negotiation on a "best realized price" (best net price) basis. Mark-ups on each trade, if any, and commissions charged shall be provided to the Treasurer~~

on trade confirmations submitted by the brokerage firm. Adequate documentation will be maintained by the County Treasurer. As electronic trading is the recognized source or obtaining the best realized price, all brokerage transactions shall be conducted on a nationally accredited electronic trading platform and be subject to the best realized price condition.

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24)} |1NVESTMENT COMMITTEE:

There is hereby established an Investment Committee ("Investment Committee") comprised of the County Treasurer (as Chair), County Manager, County Finance Director, two (2) members of the County Commission who shall be named by the County Commission and two (2) members of the community who live or work in Curry County who are current or retired bankers or financial advisors, who shall be appointed by the County Commission. The Chief Deputy Treasurer shall also

be considered an ex-officio member of the Investment Committee and shall be able to provide information, data and opinions to the Investment Committee as requested. The Investment Committee shall make recommendations regarding amendments to this Policy and related matters to the Board of Finance for approval **(NMSA** 1978, § 6.10.1O(E).

25) AMENDMENTS:

This Policy may be revised and/or amended by the Curry County Board of Finance, as appropriate. It shall be the obligation of the County Treasurer to bring such amendments to the Board of Finance and obtain the approval of their majority before such changes and amendments take effect.

PASSED AND ADOPTED THIS 14th DAY OF JUNE 2022.

Chet Spear, Chairman
Board of Finance of Curry County

~~Attest:~~

~~Curry County~~

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RESOLUTION # 2024-77
REVISED INVESTMENT AND DEPOSIT POLICY
OF CURRY COUNTY
Effective September 24, 2024

THIS MATTER having come before the Board of County Commissioners, acting in its capacity as the Board of Finance of Curry County ("Board of Finance") on this September 24th, 2024 at its regular duly called meeting; and,

WHEREAS, at said meeting, the Board of Finance was presented with amendments to its existing Investment Policy (Resolution #2022-46); and,

WHEREAS, the Board of Finance has determined that it is in the best interest of Curry County to amend its Investment Policy.

BE IT HEREBY RESOLVED that effective upon the passing of this Resolution, the Investment of Policy of Curry County shall be modified to read as follows:

1) This resolution establishes a policy for the prudent investment and deposit of County funds, and the maximization for the efficiency of the County's cash management system.

2) INTRODUCTION:

This Investment and Deposit Policy ("Policy') applies to all financial assets of Curry County ("County") including, but not limited to, the assets of the County's:

General Funds
Special Revenue Funds
Capital Projects Funds
Bond and Loan Proceeds
Enterprise Funds
Debt Service and Debt Service Reserve Funds, and
Agency Funds

3) SCOPE OF POLICY:

The goal of this Policy is to protect public funds and to invest and deposit County funds in a manner that insures the safety of the investment, that provides for adequate liquidity and proper maturities and that maximizes investment income after providing for safety and liquidity. It also serves to establish a clear understanding between the County and any investment broker, portfolio/fund manager, financial institution and/or financial advisor utilized by the County as to the guidelines, limitations and directions that the County has determined appropriate for accounts under its purview.

It is the policy of Curry County to be fully invested (100% of available cash, less float and compensating balances) at all times. The County will use projected monthly cash receipts and outlays as a tool for maximizing available cash for investment purposes.

4) OBJECTIVE:

The primary objectives, in priority order, of the County's investment and deposit activities shall be:

SAFETY: Safety of principal is the foremost objective of the investment and deposit program. Investments and deposits of the County shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual investments and deposits do not exceed the income generated from the remainder of the portfolio.

LIQUIDITY: The County's investment and deposit portfolios will remain sufficiently liquid to enable the County to meet all operating requirements which might be reasonably anticipated. Future use of funds shall be criteria in determining maturities for any investment or deposit.

RETURN ON INVESTMENTS AND DEPOSITS: The County's investment and deposit portfolios shall be designed with the objective of attaining at least a market rate of return throughout budgetary and economic cycles, considering the County's risk constraints and the cash flow characteristics of the portfolios.

5) DELEGATION OF AUTHORITY:

The Board of County Commissioners acting in its capacity as the Board of Finance pursuant to NMSA 1978 § 6-10-8, shall have authority to set policy for management of all County investments and deposits and insure that such Policy is carried out.

The County Treasurer, with the advice and consent of the Boards of Finance, charged with the supervision and control of the respective funds has ultimate authority over the investment and deposit of public funds as outlined in the Policy. The County Treasurer shall be responsible for all investment and deposit transactions and shall implement and maintain the system of controls outlined in the Policy in order to regulate investment and deposit activities pursuant to NMSA 1978 § 4-38-1 and § 6-10-10(F).

6) PRUDENT PERSON RULE:

The prudence which is to be used by the County Treasurer investing and depositing County funds shall be used in accordance with the provisions of NMSA 1978, § 6-8-10 which, as defined, provides that: "Investments shall be made with judgement and care; under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived."

7) ETHICS AND CONFLICT OF INTEREST:

All Board of Finance members, the County Manager and the County Treasurer shall refrain from personal business activity that could conflict with the proper execution of the County's investment and deposit program or which could affect or impair their ability to make impartial investment and deposit decisions on behalf of the County (NMSA 1978, §6-10-40 and§ 6-10-53) and the New Mexico Constitution Article VII, Section 4.

8) CASH MANAGEMENT:

The Board of Commissioners and the Treasurer's Office shall jointly prepare and maintain an ongoing cash management program. This program will involve the preparation of a regular report that includes projections for cash receipts (revenues), cash disbursements (expenditures) and interest earned or estimated to be earned on overnight investments and deposits. The Board of Commissioners shall notify the County Treasurer on a regular basis of County expenditures and of any large expenditures anticipated so that cash liquidity can be planned according to the cash management report and County expenditures. The County Treasurer shall take into consideration these projected cash needs of the County when setting investment and deposit maturity dates. It shall be the duty of the County Treasurer to provide adequate security for funds received, receipt and disbursement reports and accounting of all cash and cash management activities.

9) BANKS SELECTION:

Public money may be deposited by the County Treasurer, with the advice and consent of the Board of Finance, charged with the supervision and control of the respective funds, with banks, savings banks and credit unions having their main or manned branch offices within the geographical boundaries of the County, which have qualified as public depositories by reason of insurance of the account by an agency of the United States such as the Federal Deposit Insurance Corporation ("FDIC") or National Credit Union Share Insurance Fund ("NCUSIF"), or by depositing collateral security of United States Treasury or agency securities as provided herein, letters of credit from the Federal Home Loan Bank or by giving bonds as provided by law (Section 6-10-36C, NMSA 1978).

10) MINIMUM INTEREST RATE:

The interest rate to be paid on time deposits shall not be less than the rate of interest on United States treasury bills or notes of the same maturity on the day of deposit (§6-10-36E, NMSA, 2018). Additionally, the County will diversify use of investment and deposit instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.

11) COLLATERALIZATION:

The following guidelines shall be utilized to ascertain the level of collateral required from each financial institution on deposits on amounts greater than federal insurance such as FDIC or

NCUSIF coverage. These ratios shall agree with those set by the State Board of Finance for the State of New Mexico. Curry County reserves the right to set the level of collateral required based on criteria other than the ratios below. Written justification for the variance shall be kept on file in the County Treasurer's office.

Should the institution's ratios result in a different collateral requirement for any of the ratios, the higher collateral level will be required.

Determination of the collateral level must be determined every six months, in April and October, if the County chooses to reduce the collateral requirement to under 102%. Each financial institution shall submit a current Statement of Financial Condition and a completed Risk Assessment Ratio Form to the Treasurer of Curry County.

Ratios	50%	75%	100%
Primary Capital Assets	Above 6.0%	5.0% - 6.0%	Less than 5.0%
Net Operating Income / Total Average Assets	Above .60%	.51% - .61%	Less than .51%
Non-Performing Loans / Primary Capital	Under 35.0%	35.0% - 49.9%	Above 49.9%

Should the financial institution use a payment or performance bond, if provided by law, then the amount of collateralization shall be equal to the amount of the principal and accrued interest not otherwise covered by federal insurance. The maturity of deposits so collateralized shall be for the lesser of the term of the deposit or time for cancellation of such payment or performance bond.

All banks, savings banks and credit unions in which the County's funds in excess of federal insurance amounts are deposited will be required to enter into a Collateral Security Agreement which shall be mutually agreed upon by the Treasurer and the financial institution. (NMSA 1978, § 6-10-18(a)).

12) INVESTMENTS AND DEPOSITS:

All sinking funds or money remaining unexpended from the proceeds of any issue of bonds or negotiable securities which by law are entrusted to the care and custody of the Treasurer, and all money not immediately necessary for public use, may be invested in securities or deposited in interest bearing deposits with banks, savings banks and credit unions within the geographical boundaries of the County. All funds available for time deposit with local banks, savings banks and credit unions must be equitably distributed according to the net worth of each institution in accordance with NMSA 1978, § 6-10- 36. For purposes of calculation, the County shall use the total deposits as reported to federal agencies by the local banks, savings banks and credit unions as of March 31 of each calendar year.

If any bank, savings bank or credit union within the geographical boundaries of the County declines to accept any part of their pro-rata share of County funds, a written notice of such shall

be obtained by the County Treasurer. The County Treasurer, in consultation with the Investment Committee, may allow any bank declining to receive distribution of future funds at his/her discretion.

The funds that are declined shall be considered excess, as well as funds subject to the New Mexico Constitution Article VIII, Section 4 and may be invested and deposited in those financial instruments authorized by the laws of the State of New Mexico, including the following approved investments and deposits:

A. Certificates of Deposits with federal or state-chartered banks, savings banks or credit unions, to be collateralized by United States Treasury or agency securities whose daily closing price ("mark-to- market") is equal to or greater than that portion of the Certificate of Deposit and interest thereon and/or Municipal Bonds issued by New Mexico entities at par, for those amounts that the FDIC or NCUSIF does not insure;

B. Bonds or negotiable securities of the United States, the state or a county, municipality or school district that has a taxable valuation of real property for the last preceding year of at least one million dollars ($1,000,000) and that has not defaulted in the payment of any interest or sinking fund obligation or failed to meet any bonds at maturity at any time within five years last preceding and that have a maturity date that does not exceed ten years from the date of purchase;

C. Securities that are issued "and backed by the full faith and credit of the United States government" or issued by its agencies or instrumentalities, including securities issued by federal home loan banks, the federal home loan mortgage corporation, the federal national mortgage association, the federal farm credit banks funding corporation, the federal agricultural mortgage corporation or the government national mortgage association and that have a maturity date that does not exceed ten years from the date of purchase; or "United States government sponsored enterprises" includes federal home loan banks, the federal home loan mortgage corporation, the federal national mortgage association, the federal farm credit banks funding corporation, the federal agricultural mortgage corporation and the government national mortgage association;

D. Contracts with banks, savings banks or credit unions for the present purchase and resale at a specified time in the future of specific securities at specified prices at a price differential representing the interest income to be earned by the investor. The contract shall be fully secured by obligations of the United States or the securities of its agencies, instrumentalities or United States government sponsored enterprises having a market value of at least one hundred two percent (102%) of the contract. The collateral required for investment in the contracts provided for in this subsection shall be shown on the books of the financial institution as being the property of the investor and the designation shall be contemporaneous with the investment (NMSA 1978, § 6.10.1O(H));

E. All investments set forth in A-D above must have readily ascertainable market value and be easily marketable.

In the event that the authorizing Statutes are amended or modified to allow other securities or financial instruments as appropriate for investment and deposit by the County, or in the event a financial or an authorized legal opinion is provided that would allow for such additional investments or deposits, then this Policy may be amended to include those securities or financial instruments as appropriate with the approval of the Board of Finance.

13) SCHEDULING OF INVESTMENT AND DEPOSIT MATURITIES:

Investment and deposit maturities shall be scheduled to coincide with projected cash flow needs, -considering expenditures (payroll, debt-retirement payments, Capital Improvements Program disbursements, etc.) as well as considering anticipated revenue (property taxes, payment in lieu of taxes, etc.) utilizing the Cash Management program developed by the County Treasurer, with the advice and consent of the Board of Finance. The Treasurer shall provide the Curry County Board of Finance with current schedules on a monthly basis for their review and approval.

The County will create a program that will match investment and deposit maturities with cash flow needs. Such maturities may be either by fund or in aggregate, depending on market conditions, professional advice, proposed financings or other matters that could have a positive or negative impact on rates of return.

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A. Cash and cash equivalents may include Treasury bills, notes or bonds, certificates of deposit due within twelve (12) months, and money market funds that invest in securities of the U.S. Government and its agencies. The purpose of these funds is to provide income, liquidity and preservation of the funds' principal value.

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23) INVESTMENT BROKERS:

Investment brokers will be registered and in good standing with the Securities Exchange Commission (SEC) and the Financial Industry Regulatory Authority (FINRA), including compliant with the requirements of SEC Rule 15c3-1.

The rule states: Every broker or dealer must at all times have and maintain net capital no less than the greater of the highest minimum requirement applicable to its ratio requirement under paragraph (a)(1) of this section, or to any of its activities under paragraph (a)(2) of this section, and must otherwise not be "insolvent" as that term is defined in paragraph (c)(16) of this section. Each broker or dealer also shall comply with the supplemental requirements of paragraphs (a)(4) and (a)(9) of this section, to the extent either paragraph is applicable to its activities. In addition, a broker or dealer shall maintain net capital of not less than its own net capital requirement plus the sum of each broker's or dealer's subsidiary or affiliate minimum net capital requirements, which is consolidated pursuant to appendix C, § 240.15c3-1c.

24) INVESTMENT COMMITTEE:

There is hereby established an Investment Committee ("Investment Committee") comprised of the County Treasurer (as Chair), County Manager, County Finance Director, two (2) members of the County Commission who shall be named by the County Commission and two (2) members of the community who live or work in Curry County who are current or retired bankers or financial advisors, who shall be appointed by the County Commission. The Chief Deputy

Treasurer shall also be considered an ex-officio member of the Investment Committee and shall be able to provide information, data and opinions to the Investment Committee as requested. The Investment Committee shall make recommendations regarding amendments to this Policy and related matters to the Board of Finance for approval (NMSA 1978, § 6.10.1O(E).

25) AMENDMENTS:

This Policy may be revised and/or amended by the Curry County Board of Finance, as appropriate. It shall be the obligation of the County Treasurer to bring such amendments to the Board of Finance and obtain the approval of their majority before such changes and amendments take effect.

PASSED AND ADOPTED THIS 24TH DAY OF SEPTEMBER, 2024.

_____
Robert Thornton, Chairman
Board of Finance of Curry County

ATTEST TO:

_____
Annie Hogland, Clerk
Curry County

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: September 24, 2024
SUBJECT: **Request Approval of Plains Regional Medical Center Claims in the Amount of $3,485.44 - Lance A. Pyle**

Plains Regional Medical Center

Total Claims	4	$3,485.44
Approved	4	
Denied	0	
Plains Regional Medical Center		
Approved	4	$3,485.44
Denied	0	
Total Amount Billed	$10,892.00	
32% of Amount Billed		**$3,485.44**

*Four (4) claims for four (4) inmates.

Thank you,
Lance A. Pyle
County Manager

Prepared by Kaitlin Bentley
Last updated on 09/13/2024