Board of County Commissioners
Regular Meeting
Commission Chambers
417 Gidding Street, Clovis, NM
March 12, 2024 at 9:00 AM
Final Agenda

I. CALL TO ORDER

Invocation

Pledge of Allegiance by Alano Briseno, Luna George, Carter Isbell, Kynlee Ulibarri, and Ayden Hendren

Salute to the New Mexico Flag by Alano Briseno, Luna George, Carter Isbell, Kynlee Ulibarri, and Ayden Hendren

Roll Call

Approval of Agenda

II. MINUTES APPROVAL

1. **Request Approval of Regular Commission Meeting Minutes of February 15, 2024 - Annie Hogland**
2. **Request Approval of Indigent Board Meeting Minutes of February 15, 2024 - Annie Hogland**
3. **Request Approval of Regular Commission Meeting Minutes of February 27, 2024 - Annie Hogland**
4. **Request Approval of Indigent Board Meeting Minutes of February 27, 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. PROCLAMATIONS

1. **Request Proclamation Declaring March 2024 as Women's History Month - Lance A. Pyle**

2. **Request Proclamation Declaring March 10-16, 2024 as AmeriCorps Week - Fidel Madrid**

V. 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 Approval of the Curry County Retired & Senior Volunteer Program Policy - Suzanne Zamora**

2. **Request Approval of Contract with Brightly Software Inc. for Facility Management Software in the Annual Amount of $6,045.78 for a Three Year Term - Tyler Kelley**

3. **Request Approval of Professional Services Agreement with Holcomb Law Office for a Term of May 1, 2024, to April 30, 2026, at $215.00 Per Hour for Collective Bargaining and Legal Services Rendered and Administrative Services are Billed at $49.00 Per Hour - Lance A. Pyle**

4. **Request Approval to Purchase Power Distribution Boxes and Extension Cords in the Amount of $15,365.86 for Use at the Livestock Pavilion - Ben Roberts**

5. **Request Approval of Application for Work, Excavating, Boring, Cross Cuts or Other Cuts from Plateau Telecommunications, Inc. for Installation of Fiber Optic Line on Curry Road 13 in Between Curry Road C and Curry Road D - Walon Jones**

6. **Request Approval of 2215 Bush Hog Shredder from Wood Equipment Through Sourcewell Contract in the Amount of $24,252.50 a Replacement of the Shredder that Caught on Fire in Broadview - Walon Jones**

7. **Request Approval of Accounts Payable Checks #148826 thru #149118; Payroll Checks #54945 thru #54948; Direct Deposit Payroll Checks #78232 thru #78698; Purchase Card Expenditures 12/14/23 thru 1/14/24 for a Total of $2,960,580.68 - Troy Hall**

8. **Request Approval to Apply for a 2024-2025 Wildfire Risk Reduction Grant in the Amount of $25,000 to Update the Curry County Wildfire Protection Plan with a Required 10% Cash Match from the County Fire Administration Funds - Michael Booth**

9. **Request Approval for Application for Law Enforcement Protection Funds (LEPF) for the Village of Grady - Michael Brockett**

10. **Request Approval of Application for Law Enforcement Protection Funds (LEPF) for Curry County - Michael Brockett**

11. **Request Approval of Application for Law Enforcement Protection Funds (LEPF) for the Village of Melrose - Michael Brockett**

12. **Request Approval of Memorandum of Understanding (MOU) between Curry County and the Village of Melrose for the Purpose of Law Enforcement Vehicle Transfer - Michael Brockett**

13. **Request Approval of Renewal of Joint Powers Agreement (JPA) with the Village of Grady - Michael Brockett**

VI. CANVASS BOARD

1. **Request Action of 2024 City of Clovis Municipal Officer Election Canvass Report - LeighAnn Melancon**

VII. PRESENTATIONS

1. **Presentation of Conceptual Design for Renovations to the Indoor Pavilion at the Fairgrounds - Formative Architecture**

VIII. ACTION ITEMS

1. **Request Action of Resolution 2024-30 Authorizing the Submission of an Outdoor Recreation Trails+ Grant Program Application With a Cash Match Not to Exceed $20,000 for a Total Project Cost Not to Exceed $60,000 - Kristian Price**
2. **Request Action of Deductive Modification/Change Request in the Amount of $8,311.16 for the Livestock Pavilion Construction for Modified Vent Piping - Ben Roberts**
3. **Discussion and Request Direction on Renovations and Improvements to the Indoor Pavilion at the Fairgrounds - Ben Roberts**
4. **Discussion and Request Direction on Mural Project for the Curry County Mounted Patrol Arena - Ben Roberts**
5. **Request Action and Associated Expenses to Relocate the Agriculture Barn from the Fairgrounds to the County Road Department - Ben Roberts and Walon Jones**
6. **Request Action of Contract with CML Security for Preventative Maintenance at Curry County Adult Detention Center for a Period of Five (5) Years and a Total Cost of $51,100.00 Over the Five (5) Year Period - Todd Ulses**

IX. BOARD OF FINANCE

1. **Presentation and Update on Curry County Investments and Its Financial Outlook - Kendall Kempf**
2. **Request Action of Resolution #2024-31 Authorizing Curry County's Participation in the New Mexico Treasurer's Office's Local Government Investment Pool (LGIP) - Kendall Kempf**

X. COUNTY COMMISSIONER'S REPORTS

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

XI. COUNTY MANAGER'S REPORT

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

XII. INDIGENT BOARD MEETING

1. **Request Approval of Plains Regional Medical Center Claims in the Amount of $839.04 - Lance A. Pyle**

2. **Request Action on La Casa Medical Claims for the Month of November 2023 in the Amount of $420.56 - Lance A. Pyle**

3. **Request Action on La Casa Dental Claims for the Month of November 2023 in the Amount of $2,109.90 - Lance A. Pyle**

4. **Request Action on La Casa Dental Claims for the Month of January 2024 in the Amount of $164.45- Lance A. Pyle**

5. **Request Action on La Casa Dental Claim for the Month of February 2024 in the Amount of $204.10 - Lance A. Pyle**

6. **Request Action on Amendment #7 to the Curry County Indigent Hospital Claims Policy Adopted February 18, 2023 - Lance A. Pyle**

XIII. FUTURE AGENDA ITEMS

XIV. ADJOURNMENT

Next Commission Meeting is Scheduled for Wednesday, March 20, 2024 at 9:00 AM

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: March 12, 2024
SUBJECT: **Request Approval of Regular Commission Meeting Minutes of February 15, 2024 - Annie Hogland**

Prepared by Kaitlin Bentley
Last updated on 03/06/2024

ATTACHMENTS:

- 021524 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 NM Flag by students from Cameo Elementary - Kyng Chavez, Julian Lavere, Nataliya Gonzales, Brayden Schiller, and Julani White.

Approval of Agenda

Madrid requested Consent Agenda Items 1, 3, 11, and 22 be presented as Action Items 9, 10, 11, and 12.

Martin moved to approve agenda as amended.

RESULT:	**APPROVED BY VERBAL 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 January 11, 2024 - Annie Hogland

2. Request Approval of Indigent Board Meeting Minutes of January 11, 2024 - Annie Hogland

Martin moved to approve Regular Commission Meeting Minutes and Indigent Board Meeting Minutes of January 11, 2024.

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

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

Seth Martin addressed Commission as a resident of the county regarding the groundwater monitoring wells and requested Commission not to vote to circumvent requirements and regulations set forth by the state because of pressure from the Department of Defense (DoD). **Blake Prather**, Curry County resident, addressed Commission on behalf of Art Schaap regarding groundwater monitoring wells on Schaap's property. Prather also spoke regarding landowner property and water rights. **Kyle Bethel**, Curry County resident, addressed Commission on behalf of Schaap regarding monitoring wells, property and water rights. **Chris Segura**, Air Force Civil Engineer Center-USAF, requested support from Commission regarding the placement of the monitoring wells. Segura reiterated that these wells are monitoring wells and not production wells. Segura: the intent is to gain information from the off-base plumb and this is the last step in the approval process. Segura states operating in full transparency with the NM Environmental Department and NM Office of State Engineering. **Art Schaap**, Curry County resident, addressed Commission stating property owners are willing to work to complete this project and asked DoD to obtain property owner's approval.

IV – PROCLAMATIONS

1. Request Approval of Proclamation Declaring February 2024 as Teen Dating Violence Awareness Month - Serenity Lopez

Lopez read aloud the proclamation Curry County Youth Services has partnered with Arise Sexual Assault Services to provide a Teen Dating Violence Presentation to all youth in Curry County to help raise awareness. The Commission encourages all young people to think about the relationships in their lives and protect themselves from entering and living in abusive relationships.

Chairman Thornton stated it is hereby proclaimed.

2. Request Proclamation Declaring February 2024 as Black History Month - Fidel Madrid

Thornton stated it is hereby proclaimed.

Madrid read aloud the proclamation. Curry County is immensely proud of the history and diversity of our community, and thankful for the substantial contributions by African-Americans in Curry County and beyond. This month and throughout the year, we urge our residents to honor those contributions, celebrate the heritage and continue to fight for equality and opportunity for all.

Chairman Thornton stated it is hereby proclaimed.

Louis Gordon was presented with a framed proclamation. Gordon shared information on an upcoming scholarship fundraiser to be held February 24, 6:00pm, at the Colonial Park Golf

Course. Scholarship opportunity will be open to high school students of Clovis, Grady, Melrose, Texico, and Clovis Christian, following recommendation by Pyle to include all Curry schools.

V. PRESENTATION

1. Presentation to the Curry County Misdemeanor Compliance Program for Receiving Accreditation - Robert Thornton

Manager Pyle and Thornton presented Shauna Schwenn and Curry County Adult Misdemeanor Compliance Program team with a plaque for becoming the fifth of the 33 counties to receive accreditation from the NM Adult Misdemeanor Compliance Professional Standards Council. Troy Hall and Finance were also recognized for Annual Audit and Accountability Award for FY22.

VI – CONSENT AGENDA

1. Request Approval of Memorandum of Understanding Between Curry County and Region V Drug Task Force for Laptop to Be Used on Curry County Network - Todd Ulses

2. Request Approval of Modification from Previous Approved 2024 to 2023 Ford Explorer for the Curry County Administrative Office Utilizing Statewide Price Agreement #00-00000-20-00121 from Salary and Benefits Savings in the amount of $39,894 - Lance A. Pyle

3. Request Ratification of Grant Agreement Amendment # 2 for the CDBG Grant for the Courthouse Elevator Project Extending the Deadline to June 9, 2024 - Ben Roberts

4. Request Approval of Lease Purchase Agreement with Quadient Inc., for (1) IX7 Production Mailing System with Auto Feed and 30 lb. Scale, Dynamic Weighing Platform, and Full Service Maintenance/ USPS Rates Included for Term of Lease of Sixty (60) months at a Rate of $284.00 per Month (Billed Quarterly), Plus Gross Receipts Tax to Service Clerk, Treasurer, and Assessor Offices - Annie Hogland

5. Request Approval to Cancel the March 26, 2024 Commission Meeting and Approval to Move the April 9, 2024 Commission Meeting to April 2, 2024 - Brad Bender

6. Request Approval to Submit Application for Funding to New Mexico Department of Transportation for Local Government Road Fund for Project CAP 2025 in the Amount of $536,855.74, 75% State Match at $402,641.80 and a 25% County/In Kind Match of $134,213.94 - Walon Jones

7. Request Approval to Submit Application for Funding to New Mexico Department of Transportation for Local Government Road Fund for Project COOP 2025 in the Amount of $407,195.26, 75% State Match at $305,396.44 and a 25% County/In Kind Match of $101,798.82 - Walon Jones

8. Request Approval to Submit Application for Funding to New Mexico Department of Transportation for Local Government Road Fund for Project School Bus 2025 in the Amount of $312,650.99, 75% State Match at $234,488.24 and a 25% County/In Kind Match of $78,162.75 - Walon Jones

9. Request Approval of Contract with Master's Touch for 2024 Notice of Value with Printing and Mailing - Sam Kelley

10. Request Approval of Line Item Transfer of $500 from Commission Office Supplies 401-12-5219 to Commission Advertising 401-12-5404 - Lance A. Pyle

11. Request Approval of Volunteer Fire Assistance (VFA) Grant Award Agreement Between the New Mexico Energy, Minerals and Natural Resources Department and Curry County for Wildland Protective Clothing and Fire Fighting Equipment for the Broadview Volunteer Fire Department in the Amount of $4,726.11 with a Required 10% Match - Michael Booth

12. Request Approval of Volunteer Fire Assistance (VFA) Grant Award Agreement Between the New Mexico Energy, Minerals and Natural Resources Department and Curry County for Wildland Protective Clothing and Fire Fighting Equipment for the Curry County Fire Administration Office in the Amount of 19,978.00 with a Required 10% Match - Michael Booth

13. Request Approval of Volunteer Fire Assistance (VFA) Grant Award Agreement Between the New Mexico Energy, Minerals and Natural Resources Department and Curry County for Wildland Protective Clothing and Fire Fighting Equipment for the Countyline Volunteer Fire Department in the Amount of $3,539.96 with a Required 10% Match - Michael Booth

14. Request Approval of Volunteer Fire Assistance (VFA) Grant Award Agreement Between the New Mexico Energy, Minerals and Natural Resources Department and Curry County for Wildland Protective Clothing and Fire Fighting Equipment for the Field Volunteer Fire Department in the Amount of $11,674.37 with a Required 10% Match - Michael Booth

15. Request Approval of Volunteer Fire Assistance (VFA) Grant Award Agreement Between the New Mexico Energy, Minerals and Natural Resources Department and Curry County for Wildland Protective Clothing and Fire Fighting Equipment for the Pleasant Hill Volunteer Fire Department in the Amount of $6,243.32 with a Required 10% Match - Michael Booth

16. Request Approval of Volunteer Fire Assistance (VFA) Grant Award Agreement Between the New Mexico Energy, Minerals and Natural Resources Department and Curry County for Wildland Protective Clothing and Fire Fighting Equipment for the Ranchvale Volunteer Fire Department in the Amount of $5,212.96 with a Required 10% Match - Michael Booth

17. Request Approval of the Curry County Foster Grandparent Program Policy - Ben Roberts

18. Request Approval of the Accounts Payable Checks #148254 thru #148825; Payroll Checks #54934 thru #54944; Direct Deposit Payroll Checks #77590 thru #78231; Accounts Payable Checks #1 thru #1; Purchase Card Expenditures 11/13/23 thru 12/13/23 for a Total of $3,847,403.68 - Troy Hall

19. Request Approval to Send Letter to New Mexico Department of Transportation (NMDOT) Requesting a Study on US 70 and CR 4 for Safety Enhancements - Walon Jones

20. Request Approval of Statement of Assurances for Fiscal Year 2025 Associated with the Acceptance and Use of Funds Under the New Mexico Local DWI Grant and Distribution Program - Kristian Price

21. Request Approval of Memorandum of Understanding Between the County of Curry DWI Program and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program for Fiscal Year 2025 - Kristian Price

22. Request Approval of Resolution #2024-11 Authorizing Budgetary Adjustments and Revisions in Fund 689 to Increase Revenue and Expenses by Five Thousand Two Hundred and Thirteen Dollars ($5,213) Due to Award of Volunteer Fire Assistance (VFA) Grant from the New Mexico Department of Energy, Minerals and Natural Resources Forestry Division - Troy Hall

23. Request Approval of Resolution #2024-12 Authorizing Budgetary Adjustments and Revisions in Fund 690 to Increase Revenue and Expenses by Eleven Thousand Six Hundred Seventy-Five Dollars ($11,675) Due to Award of Volunteer Fire Assistance (VFA) Grant from the New Mexico Department of Energy, Minerals and Natural Resources Forestry Division - Troy Hall

24. Request Approval of Resolution #2024-13 Authorizing Budgetary Adjustments and Revisions in Fund 691 to Increase Revenue and Expenses by Six Thousand Two Hundred Forty-Four Dollars ($6,244) Due to Award of Volunteer Fire Assistance (VFA) Grant from the New Mexico Department of Energy, Minerals and Natural Resources Forestry Division - Troy Hall

25. Request Approval of Resolution #2024-14 Authorizing Budgetary Adjustments and Revisions in Fund 692 to Increase Revenue and Expenses by Nineteen Thousand Nine Hundred Seventy-Eight Dollars ($19,978) Due to Award of Volunteer Fire Assistance (VFA) Grant from the New Mexico Department of Energy, Minerals and Natural Resources Forestry Division - Troy Hall

26. Request Approval of Resolution #2024-15 Authorizing Budgetary Adjustments and Revisions in Fund 693 to Increase Revenue and Expenses by Four Thousand Seven Hundred Twenty-Seven Dollars ($4,727) Due to Award of Volunteer Fire Assistance (VFA) Grant from the New Mexico Department of Energy, Minerals and Natural Resources Forestry Division - Troy Hall

27. Request Approval of Property Entrance Application/Permit from Caleb Dodd for Culvert to be Placed on CR AL between CR 19 and CR 20 - Walon Jones

28. Request Approval of Change Order on 2024 Mack Granite 64BR Dump Truck with Snow Plow, from Bruckner's Truck & Equipment, Purchase Approved by Commission on July 25, 2023, Change in Brand of Snow Plow Due to Availability for a Cost Savings of $6801.12 - Walon Jones

29. Request Approval to Change the Location of the Tuesday, May 28, 2024 County Commission Meeting from 417 Gidding Commission Chambers to Melrose Village Hall 105 E Avenue B at 9:00 a.m. as a Result of Early Voting Taking Place in the Commission Chambers - Lance A. Pyle

30. Request Approval of Special Commission Meeting on Wednesday, March 20, 2024 at 9:00 a.m. at 417 Gidding Commission Chambers with One of the Main Topics Being a Presentation by Hunden Partners on the Market Demand, Financial Feasibility, and Impact Study for the Community Recreation and Sports Complex - Lance A. Pyle

31. Request Approval of Salary for Undersheriff Wesley Waller of $92,720.66 with Effective Date of March 3, 2024 - Michael Brockett

Bender moved to place items 1-31 on Consent Agenda.

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

Bender moved to approve items 1-31 on Consent Agenda.

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

VII – PRESENTATIONS

1. Presentation of Events Center and Fairgrounds Financial Statements Ending December 31, 2023 – KC Messick

Messick provided report stating five events were hosted. Total indirect expenses: actual $91,300; variance $1,469, mostly due to various maintenance projects between events. Utilities: $7,708; variance $2,216. Total gross revenue through the month of December was $559,543; $48,219 above projected budget for FY2024. Projected gross revenue through December: $810,595; overall for FY24 is $3,789 under budget. Direct event revenue $437,182; $76,228 above projected budget. Hosted 56 event days so far; 15 event days above projected budget. Ancillary income: $49,467; variance $20,005. Events: Two Southwest Cheese Banquets in Events Center; a quinceañera, and Small Town Christmas in Pavilion. Bender: it has been discussed in the past to book concerts to offset loses, generate revenue, and entertain the community; asked for an update and if Oak View Group (OVG) has been involved in this. Messick explained both himself and OVG have been working toward booking future events; will keep Commission updated. OVG's main concern when considering entertainment is risk of loss. Martin asked about estimate to move Ag Building. Jones plans to meet with Bennett in next couple of weeks for an estimate.

VIII – REPORTS OF; BOARDS, COMMITTEES, DEPARTMENTS AND PRESENTATIONS

1. Road Departmental Report - Walon Jones

Current projects: CR 8 from CR V to CR X – caliche; CR V – caliche; CR 19 from CR E to CR H – chipseal. Project to begin: LGRF 2024 projects - 12 miles of caliche. Jones will be submitting two 25 TPF Maintenance Applications and one capital project. Jones is working with NM Department of Homeland Security and Emergency regarding disaster funding for five roads needing repair due to heavy rain in May 2023. Miles worked: 122.39 bladed, 197.43 shredded, 57.34 patch, and 144.53 pushed snow. Commission approved in Consent Agenda, a change order for dump truck with snow plow. Jones stated this will push road department back four weeks. Expects to receive truck mid-March. One operator position is open and two tractors are currently down. Road department recently took a first aid CPR training provided free of charge by Pattern Energy. Pattern Energy also donated six automated external defibrillators (AEDs) to the road department. Martin confirmed road department would address the strip of road on CR V. Madrid asked about CR 8. Jones explained what runs through the playa lake is maintainable in normal rain, but will not hold up in a major rain. Thornton asked about CR 17 and CR 22. Jones: maintenance/closure of the roads will be dependent on mitigation funds.

2. Detention Center January 2024 Departmental Report - Joe Alaniz

For month of January, the facility had no new hires; 1 promotion, 16 detention officer vacancies, 1 sergeant vacancy, and 1 lieutenant vacancy. CCADC January 2024 Population Data- ADP January: 184. Total Detainee Bookings: 171; first time bookings: 35; previous bookings: 136; females booked: 48; males booked: 105; released males: 98; released females: 23; male felonies: 44; female felonies: 14; male misdemeanors: 79; female misdemeanors: 34; total sentenced detainees: 18. CCADC continues to facilitate and manage approved and scheduled attorney access with their clients. In January: 65 attorney phone calls, 15 attorney site visits, 7 rehabilitation service phone calls, 0 detainees who were recipients of those phone calls were released to rehab. Detainees continue to visit loved ones via video visitation on the tablets; 630 completed video visitations in January. One baptism performed in January. The Programs Coordinator continues to assist in delivering religious materials and other articles to detainees to facilitate the practice of their designated faith, up to and including meeting the standard on Special Religious Diets which are provided for detainees whose religious beliefs require the adherence to religious dietary laws. Alaniz attended Local Emergency Management Planning Committee meeting (LEPC) on January 24, and as a result, facility will participate in a tabletop exercise with City of Clovis/County Emergency Management Specialist. All 190 files that comprise the NM Counties Standards of the Audit Detention Accreditation Program have been uploaded to PowerDMS. Employee Development and Facility Training: continue monthly NM Counties training; Alaniz participated in a Crisis Intervention Team (Extension for Community Healthcare Outcomes) CIT ECHO training. A Special Operations Response Team Training was held in January to meet NMC Standard ADM 19 Specialized Emergency Unit Training; Prison Rape Elimination Act; and response to Active Aggression/Active Aggression Chapter D Section 1 Restraints. Overtime report for January 1 - 20, 2024 (time and half above 86 hours) total: 518.42. Juvenile Detention billing: Lea County Juvenile Detention Center- 3 juvenile detainees, 91 days, total $22,750.00. Dona Ana County Juvenile Detention Center- 1 juvenile detainee, 31 days, total $6,200.00. Adult Detention billing: NM Department of Corrections $986.00; Adult Probation and Parole $23,664.00; Lincoln County $300.00; Quay County $2,325.00.

IX – ORDINANCES

1. Public Hearing Regarding Ordinance 2024-01 Establishing Procedures for Local Option District Approval or Disapproval of Liquor Licenses - Lance A. Pyle

Thornton moved to enter public hearing at 9:59am.

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

Pyle stated Notice of Intent was published in the Eastern New Mexico News on January 14 and January 21, 2024. Pyle read aloud from proposed ordinance: Upon receipt of the final approval from the State of New Mexico pursuant to NMSA 1978, § 60-6B-4(I), or as amended, the applicant

shall submit the license to the Curry County Clerk, who shall grant the license upon payment of the applicable Liquor License Tax, and who also shall record the license along with a Clerk's Certificate in a form approved by the County Clerk. License fee will be paid to the County Manager's Office and the County Manager's Office will then notify the County Clerk of receipt. There was no public input for or against proposed ordinance and the County Manager's Office received no calls for or against proposed ordinance. Thornton made two grammatical corrections: paragraph one should read "45 days"; paragraph 6b should read "zoning". Thornton reiterated request for audience members to speak for or against; none came forward.

Bender moved to exit public hearing at 10:02am

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

2. Public Hearing Regarding Ordinance 2024-02 Establishing a Liquor License Tax and Fee - Lance A. Pyle

Thornton moved to enter public hearing at 10:02am.

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

Pyle stated Notice of Intent was published in the Eastern New Mexico News on January 14 and January 21, 2024. Curry County Resolution #2020-11 previously established the imposition of a Curry County Liquor License Tax, Resolution #2021-82, adopted a $25.00 per day application fee per day for each and every day that a public celebration permit application is issued for dispensing of alcohol in the unincorporated areas of Curry County. The County now seeks to establish by Ordinance, the imposition of the Liquor License Tax in accordance with its Resolutions. Martin asked why the Administration Office collects the fees and not the Treasurer or Clerk's Offices. Pyle: in conversations with the County Clerk, this is not something the Clerk's Office collects fees for and this keeps the same practice as other County permits and licenses. Martin asked where fees go. Pyle: the $250.00 goes into the general fund; the $25.00 goes into a special fund to be distributed by the Commission, aiming towards DWI and Safe Ride type programs. There was no public input for or against proposed ordinance and the County Manager's Office received no calls for or against proposed ordinance. Pyle will email Commission current total in special fund. Thornton reiterated request for audience members to speak for or against; none came forward.

Thornton moved to exit public hearing at 10:07am.

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

X – ACTION ITEMS

1. Request Action on Ordinance 2024-01 Establishing Procedures for Local Option District Approval or Disapproval of Liquor Licenses - Lance A. Pyle

Bender moved to approve Ordinance 2024-01 Establishing Procedures for Local Option District Approval or Disapproval of Liquor Licenses with changes noted by Thornton during public hearing.

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

2. Request Action on Ordinance 2024-02 Establishing Liquor License Tax and Fee - Lance A. Pyle

Thornton moved to approve Ordinance 2024-02 Establishing Liquor License Tax and Fee.

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

3. Discussion and Request Action on a Zero-Dollar Modification/Change Request for the Livestock Pavilion Construction for Increased Footings Needed for Interior Columns and Acceptance of a Building Package with a Modified Lateral Drift with an Extended Warranty on CMU Walls - Monte Graham and Ben Roberts

Monte Graham stated proposed change order occurred in the building process as it evolved. Graham explained the metal building package provided required larger concrete footings to be poured for the interior columns than what was specified in the construction documents. Also, building package provided has an increased lateral drift movement allowance than what was specified, which required adjustments to the CMU connection to the building, to avoid potential

cracking. Graham stated his team saved another $42,000 in credit change orders on design and interior so far. Contractor has extended warranty on CMU walls for an additional five years.

Thornton moved to approve Zero-Dollar Modification/Change Request for the Livestock Pavilion Construction for Increased Footings Needed for Interior Columns and Acceptance of a Building Package with a Modified Lateral Drift with an Extended Warranty on CMU Walls.

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

4. Request Action of Purchases for the Events Center and Fairgrounds - Kyle Messick

Square Point of Sale System: Messick requested purchase of eight new Square Point of Sale registers to include cash drawers and receipt printers in order to replace current iPads used for ticket, concessions, and alcohol sales during events. Current systems are outdated, lag when processing transactions, and tend to lose internet connectivity, causing delay in sales. New systems will process transactions quicker and continue to process if internet is down, then update records when back online. Thornton confirmed old systems could be used as backups. Martin asked if other POS systems were looked at. Messick: yes, difference between Square, Clover, and SpotOn is the annual service fees. Martin asked if local banks were considered to provide this service. Messick: this does link back to the Bank of Clovis account through Square which is already set up. Martin suggested Messick shop locally. Thornton asked Messick to provide information prior to next Commission meeting.

Portable Bar with Speed Rails: Messick requested purchase of two portable bars with speed rails and two stainless tables stating one was purchased previously and was a huge success. This bar comes with locking cabinets and can be ran by one person. Pyle confirmed there are funds set aside in the fairgrounds budget to cover these expenditures. Thornton suggested purchase of three bars and six tables, having two bars in Events Center and one in the pavilion.

Thornton moved to approve the purchase of three portable bars and six tables.

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

Tools: Messick requested purchase of $10,000 in tools to furnish new building, and as to not impede on tools needed in other locations throughout the Events Center and Fairgrounds.

Bender moved to approve the purchase of tools as presented.

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

Panels: Messick requested purchase of panels needed in the arena to include 2', 6', and 8' panels, 8' gates and poles. Currently, with only 10' and 12' panels, Messick must overlap panels and tie them off.

Martin moved to approve purchase of panels in the amount of $8,963.50.

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

5. Request Action of Floodplain Permit Request for Crossing Frio Draw from Eastern New Mexico Water Utility Authority (ENMWUA) (Jim Honea, P.E.) in Accordance with NMSA 1978, sec. 3-18- 7(A) - Sam Kelley and Candace London

Kelley: The Eastern New Mexico Water Utility Authority came before the Commission last month requesting approval of proposal to cross Frio Draw with the Ute Pipe Line. A Floodplain Permit was created; ENMWUA completed their part of the permit. Jeanette Spriggs, CFM, submitted a letter stating both structures are located within Zone A and would fall under Curry County's Floodplain Ordinance. In reviewing the proposal, Spriggs saw no indication the project will violate any stipulations of the current floodplain ordinance for Curry County: 1) The area of proposed construction is not located within a designated floodway; 2) The elevation of the lowest point of the zone will not be changed. Kelley requested approval of permit. Pyle confirmed Jeanette Spriggs has agreed to assist as temporary floodplain manager. Kelley: an individual in the Assessor's Office is beginning process to become a certified floodplain manager, believes process will take about a year to complete. Martin stated he requested and received the original Right-of-Way (RoW) for Curry County this morning from Assessor's Office, dated 1909.

Martin moved to approve Floodplain Permit Request for Crossing Frio Draw from Eastern New Mexico Water Utility Authority (ENMWUA) (Jim Honea, P.E.) in Accordance with NMSA 1978, sec. 3-18- 7(A).

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

6. Request Action of Vacation of a Portion of Cottonwood Estates and Vista Verde Estates - Candace London

Kelley: Rolando Chacon, developer/owner of majority of the property does not wish to develop any further roads and has requested to vacate the portions remaining in the southern areas of these subdivisions that currently have no interior road access. Chacon also requested to place it back into Agricultural designation for tax purposes; understands once land is vacated it cannot be returned to lot and block format. Portions to vacate include: Cottonwood Estates Block 4 Lots 2-13, Block 6 Lots 6-10, all of Block 5, all of Block 8, all of Block 9, Block 7 Lots 9-13, all of Block 10 and all of Block 11 and Vista Verde Estates Block 4 Lot 5-8, all of Block 10, all of Block 11, Block 5 lots 4-11, all of Block 9, Block 6 lots 8-10, Block 8 lots 9-14. Thornton confirmed with Kelley that no property owners in subdivisions are being landlocked.

Martin moved to approve Vacation of a Portion of Cottonwood Estates and Vista Verde Estates.

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

7. Request Action on Resolution #2024-06 for Certifying 1,335.182381 Miles of Roads Maintained by Curry County as of February 15, 2024 - Walon Jones

Jones stated the 2024 Annual Certified County Maintained Mileage Report is due April 1, 2024 and read aloud: Whereas, it is the responsibility of County Government to provide maintenance of roads with the jurisdiction, and; Whereas, New Mexico law provides financial resources to counties based partially on the total miles maintained, and; Whereas, Curry County agrees to provide administrative support. Jones: there were no changes to the list and requested approval of proposed resolution certifying the 1,335.182381 miles of roads maintained by the County.

Thornton moved to approve Resolution #2024-06 for Certifying 1,335.182381 Miles of Roads Maintained by Curry County as of February 15, 2024.

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

8. Request Action of Application for Work, Excavating, Boring, Cross Cuts or Other Cuts on County Roads from Bristol Environmental Services will Subcontract Cascade Drilling, for Groundwater Monitoring Wells to be Installed on Curry Road 8 Between S Gunship Road and Curry Road O, Curry Road O and Curry Road 8, Curry Road O and State Road 467, Curry Road O and State Road 467, Curry Road O Between State Road 467 and Curry Road 6, Curry Road O and Curry Road 6, Curry Road P and Curry Road 6, Curry Road 6 and Curry Road N, Curry Road N Between Curry Road 7 and Curry Road 6, Curry Road N Between Curry Road 5 and Curry Road 6, Curry Road M and Curry Road 6, and Curry Road M Between Curry Road 6 and Curry Road 5 - Walon Jones

Jones provided Commission with a map showing the monitoring wells throughout Curry County. An agreement was previously approved between County and CAFB for placement of monitoring wells on the County right-of-way. CAFB has hired a contractor and this permit allows the contractor to perform the construction of the drilling of wells. Jones also received a letter of approval on February 7 from the NM Environmental Department. Thornton clarified that this permit allows for the work and requires CAFB to return the area back the way it was before. Jones: permit is the same as used by the road department all the time. Martin read aloud the definition of an easement: whoever owns the right-of-way does not have possession of the land. Martin stated the Commission approved permit, dated December 20, 2023, lists Curry County as owner of property. Martin previously spoke with Juan Hernandez, State Engineer District Manager, and stated one requirement is that one must have land owner's permission on land one does not own. Martin reiterated this is a monitoring well and had asked Hernandez if it voided the fact that one needs land owner's permission to drill. Hernandez: No, there must be written consent by the land owner. Martin stated the State Engineer was under the impression that the County owned the property; that is why the permits were approved. When Martin notified Hernandez it was only an easement, Hernandez replied that once that is proven, any wells drilled found to be on property not owned under the easement of private property will be capped. Martin: Commission previously requested DoD obtain permission from the landowners; no landowners have been contacted by DoD. The simple solution is to reach out to the landowners. Most landowners feel neglected, not being involved in the process and feel they are having their property rights violated. Martin believes if you go by the law already in place regarding easements, the Curry County nor the state have the right to grant permission to drill these wells. Martin stated Hernandez has had numerous requests to look into what is going on in Curry County at the state level.

Martin moved not approve. No second.
Bender: Commission needs to know the truth and what action to be take. Curry County residents need to know where the plume is and where it is heading. Martin feels Commission should revisit easement process. Madrid requested answers from Macke, State Engineer, and all involved.
Madrid moved to table the item.

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

Martin requested DoD seek landowner permission. Macke contacted the state engineer; no response to date. Macke has spoken with Commission regarding his concerns with the permit listing Curry County as landowner. Macke read aloud: Specific conditions of approval - it is the permitee's responsibility to obtain all authorizations and permissions to drill on property of other ownership before commencing activities under this permit. Macke recommended Commission await confirmation from State Engineer, or invite state to address Commission as to why this is approved or not. Bender referenced a letter of support from Cabinet Secretary Kenney stating this needs to be done and done correctly; Kenney added he would fight for those affected. Jones wanted the record to reflect that he has done his job regarding these permits. Thornton: everyone in this County deserves to know what is happening with the aquifer and the DoD is being held up. Martin: the problem is the DoD has not asked landowner permission. Thornton instructed Macke write a letter to DoD requesting that DoD contact landowner for permission and challenged the landowners to approve. Thornton reiterated Commission tabled this action, request for Macke to draft letter, and the permits already in place shall not be allowed, as they contain misinformation.

9. Request Ratification of Application for Work, Excavating, Boring, Cross Cuts or Other Cuts on County Roads from Ron Schaap for Installation of 4" Water Line on CR 21 Between CR K and SR 209 - Walon Jones

Madrid moved to approve ratification of Application for Work, Excavating, Boring, Cross Cuts or Other Cuts on County Roads from Ron Schaap for Installation of 4" Water Line on CR 21 between CR K and SR 209

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

10. Request Approval of Application for Work, Excavating, Boring, Cross Cuts or Other Cuts from Plateau Telecommunications, Inc. for Installation of Fiber Optic Line on CR 13 in Between CR C and CR E - Walon Jones

Thornton moved to approve Application for Work, Excavating, Boring, Cross Cuts or Other Cuts from Plateau Telecommunications, Inc. for Installation of Fiber Optic Line on CR 13 in between CR C and CR E.

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

11. Request Approval of Application for Work, Excavating, Boring, Cross Cuts or Other Cuts on County Roads from Daniel Vander Dussen for Rajen Dairy for Installation of 4" Water Line on CR 6 Between CR L and CR M - Walon Jones

Thornton moved to approve Application for Work, Excavating, Boring, Cross Cuts or Other Cuts on County Roads from Daniel Vander Dussen for Rajen Dairy for Installation of 4" Water Line on CR 6 between CR L and CR M.

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

12. Request Approval of Application for Work, Excavating, Boring, Cross Cuts or Other Cuts from Plateau Telecommunications, Inc. for Installation of Fiber Optic Line on CR I in Between CR 17 and CR 16 - Walon Jones

Thornton moved to approve Application for Work, Excavating, Boring, Cross Cuts or Other Cuts from Plateau Telecommunications, Inc. for Installation of Fiber Optic Line on CR I in between CR 17 and CR 16.

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

13. Request Action on Resolution #2024-07 Modifying Resolution #2023-71 A Resolution Designating the Location of Election Day Polling Places for all Statewide Elections Conducted in 2024 and 2025 - Annie Hogland

Ancira stated Resolution 2023-71 was approved in July 2023, designating polling places for statewide elections conducted in 2024 and 2025. Proposed resolution would amend Resolution 2023-71 for the purpose of one additional election day voting convenience center (polling place) to be located at the Curry County Administrative Complex in the Commission room. Election day voting has never taken place at Curry County Administrative Complex, nor the courthouse prior to moving, but Clerk's Office believes it is in the best interest of the voters as it is a central, well-known, and ADA compliant location. Martin requested information on mobile voting units.

Bender moved to approve Resolution #2024-07 Modifying Resolution #2023-71 A Resolution Designating the Location of Election Day Polling Places for all Statewide Elections Conducted in 2024 and 2025.

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

14. Request Action of Intergovernmental Agreement Between the City of Texico and Curry County for the Purpose of Improvements to the City of Texico Municipal Water System - Lance A. Pyle

Pyle stated during the last legislative session in SB246, the County sought reauthorization of funds previously authorized by the NM State Legislature to the City of Texico (City), for improvements within the County, specifically to: plan, design, and construct improvements to include, but not be limited to, fencing, lighting, parking, and building improvements at the Curry County Fairgrounds. Amounts are $1,500,000.00 and $98,218.68 totaling $1,598,218.68. Provided that reauthorization of appropriations G4047 and G4086 are approved by the New Mexico State Legislature, Governor, and the City still utilizes EPCOR Water New Mexico Inc. (EPCOR), the County agrees to allocate $1,598,218.68 from the general fund toward the planning, design, repair and rehabilitation of the City's municipal water system. At the completion of the work, the City of Texico will be the owner of all improvements and warranties. The City of Texico agrees to save or hold the County harmless from any and all losses. Bender commended Pyle and staff for securing funds. If approved, Pyle will present agreement to the City.

Thornton moved to approve Intergovernmental Agreement Between the City of Texico and Curry County for the Purpose of Improvements to the City of Texico Municipal Water System.

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

15. Request Action of Resolution 2024-09 A Resolution Increasing Salaries of Elected Officials in Curry County - Lance A. Pyle

Pyle presented proposed resolution and read aloud: Whereas, the Board of County Commissioners of Curry County, on 26th Day of January, 2021, adopted a resolution increasing elected officials' salaries by ten percent (10%). Effective January 1, 2023, the salary for Sheriff will be $70,781.45; Assessor will be $67,869.84; Probate Judge will be $23,749.19; and Commission District 1 and District 3 shall be $27,059.40. Effective January 1, 2025, the salary for Clerk will be $67,869.84; Treasurer will be $67,869.84; Commission Districts 2, 4 and 5 will be $27,059.40. The County proposes to raise the salaries for the elected officials in Curry County an additional six point five percent (6.5%) effective January 1, 2025. Effective January 1, 2025, the salary for Clerk will be $72,281.38; Treasurer will be $72,281.38; Commission Districts 2, 4, and 5 will be $28,818.07; and, effective January 1, 2027 the salary for Sherriff will be $75,382.24; Assessor will be $72,281.38; Probate Judge will be $25,292.89; Commission District 1 and District 3 shall be $28,818.07. Pyle: this keeps salaries under maximum limit set by statute. Martin stated it appears Commission approves a raise for themselves; however, this is not done for Commission, but for other elected officials. Thornton believes elected official positions are positions of service; prefers salary increases for lower level employees.

Madrid moved to approve Resolution 2024-09 A Resolution Increasing Salaries of Elected Officials in Curry County.

RESULT:	**ADOPTED BY ROLL CALL VOTE [4 TO 1]**
MOTION:	Fidel Madrid, Commissioner
SECOND:	Dusty Leatherwood, Commissioner
AYES:	Bender, Madrid, Leatherwood, Martin
NAYES:	Thornton

XI – COUNTY COMMISSIONER'S REPORTS

Leatherwood, Bender, Madrid, and Martin attended NMC Legislative Conference. Leatherwood attended Clovis/Curry County Chamber of Commerce Banquet. Bender attended Hospital Holiday Party, Clovis/Portales Legislative Breakfast. Madrid attended Clovis/Portales Legislative Breakfast. Martin attended NACo Legislative Conference in Washington, DC, Subdivision and IT Committee meetings. Thornton attended several committee meetings and flag presentation to the family of late Sheriff Mike Reeves. Thornton will attend Health Council, Fair Board, and Ogallala

Land & Water Conservancy meeting. Thornton announced two public meetings for the Texico-Farwell railroad bridge project: 2/15 and 2/22.

XII – COUNTY MANAGER'S REPORT

Pyle: Curry County will be paying Law Enforcement Contributions and Multi Line Contributions for Calendar Year 2024. Law Enforcement Contribution is $851,796; amount does not include the 5% discount for having an accredited facility. Multi-Line Contribution went from $263,997 to $346,007; due mostly to hail damage claims. Deductibles were kept the same as in 2023 with the exception on Multi-Line Property and Auto which automatically increased from $2,500 to $5,000 deductible. All other claims for Multi-Line will be $5,000; Law Enforcement deductible is $50,000. Pyle declined land use coverage, as County is not zoned and limited coverage is available. The County received letter from the Department of Homeland Security and Emergency Management stating the Fire Protection Annual Review FY23 for the Curry County Fire Departments is complete. It was determined Curry County Fire Departments are in compliance with Article 53, Fire Protection Fund, and Title 10, Chapter 25, Part 10, Public Safety and Law Enforcement, State Fire Marshal, Fire Protection Fund. Legislative Session has concluded, and contingent to Governor's signature, County will receive: $1.35 million for roads; $1 million for Sports and Recreation Complex; $3 million for Magistrate Court addition project though the Administrative Office of the Courts, and $70,000 for law enforcement vehicles. The Family Medical Leave Act bill failed yesterday in the House by two votes. A Request for Information has been issued by the City of Clovis for the Regional Behavioral Health Facility and the City will be extending it for three months. Pyle hopes to have a work session at the next Commission meeting to collect feedback from Commission regarding Comprehensive Plan. Pyle is working with Assessor Kelley and Property Tax Division in hopes to provide more information regarding 3% evaluation increase at the next Commission meeting. Pyle: $1,200 has been collected from Public Celebration Permits.

XIII – INDIGENT BOARD MEETING

Entered Indigent Board Meeting at 12:21pm and returned to Regular Meeting at 12:23pm.

XIV – FUTURE AGENDA ITEMS

Thornton reiterated instruction to Macke to send a letter to landowners and Department of Defense (DoD) as previously discussed. Macke: Commission previously requested he draft an amendment requiring DoD to obtain landowner approval; DoD struck that provision from amendment. Martin stated DoD cannot contact landowners directly, they must contract with a consultant to contact landowners.

XV – ADJOURNMENT

This meeting was adjourned by Chairman Thornton at 12:27pm.

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 Martin	Lance Pyle	Daniel Macke	Troy Hall
Annie Hogland	Adrian Ancira	Sam Kelley	Candace London
Michael Booth	Ben Roberts	Walon Jones	Joe Alaniz
Darian Roybal	KC Messick	Todd Ulses	Serenity Lopez
Joshua Jeffs	Jaylin Baker	Marisela Acuna	Nataliya Gonzalez
Latasha Fauna	Kyng Chavez	Julian LaVere	Brayden Schiller
Julani White	Blake Prather	Naney Lopez	Louis Gordon
Chris Segura	Josh Schwope	Mia Cordova	Shauna Schwenn
Jared Sloan	Joann Lopez	Makinzie Johnson	Suzanne Zamora
Sarah Bailey	Monte Graham		

II.2

Clerks Department

TO: Board of County Commissioners
FROM: Annie Hogland
DATE: March 12, 2024
SUBJECT: **Request Approval of Indigent Board Meeting Minutes of February 15, 2024 - Annie Hogland**

Prepared by Kaitlin Bentley
Last updated on 03/04/2024

ATTACHMENTS:

- 021524 Indigent.pdf

Curry County Indigent Board Meeting

417 Gidding Street
Clovis, NM 88101

Thursday, February 15, 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

Martin moved to enter Indigent Board Meeting at 12:21pm.

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

1. Request Action on La Casa Medical Claim for the Month of May 2023 in the Amount of $112.45 - Lance A. Pyle

La Casa de Buena Salud
Total Claims 1
Approved 1 $112.45
Denied 0
Medical- May 2023
Approved 1 $112.45
Total Amount Billed $173.00
65% of Total Amount Billed $112.45
*Total one (1) claim for one (1) patient.

2. Request Action on La Casa Dental Claims for the Month of June 2023 in the Amount of $3,051.75 - Lance A. Pyle

La Casa de Buena Salud
Total Claims 7
Approved 7 $3,051.75
Denied 0
Dental- June 2023
Approved 7 $3,051.75
Total Amount Billed $4,695.00
65% of Total Amount Billed $3,051.75
*Total seven (7) claims for six (6) patients.

3. Request Action on La Casa Dental Claims for the Month of September 2023 in the Amount of $681.85 - Lance A. Pyle

La Casa de Buena Salud
Total Claims 5
Approved 5 $681.85
Denied 0
Dental- September 2023
Approved 5 $681.85
Total Amount Billed $1,049.00
65% of Total Amount Billed $681.85
*Total five (5) claims for five (5) patients.

Bender moved to approve Indigent Board Meeting Agenda Items 1-3.

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

Pyle: County will need to review the indigent income criteria for La Casa due to inflation increase. Hopes to have it before Commission at next Commission meeting.

Martin moved to exit Indigent Board Meeting at 12:23pm.

RESULT:	**ADOPTED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Commissioner
SECOND:	Robert Thornton, 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.

II.3

Clerks Department

TO: Board of County Commissioners
FROM: Annie Hogland
DATE: March 12, 2024
SUBJECT: **Request Approval of Regular Commission Meeting Minutes of February 27, 2024 - Annie Hogland**

Draft of Regular Commission Meeting Minutes of February 27, 2024 will be sent via email prior to Commission Meeting.

Prepared by Kaitlin Bentley
Last updated on 03/06/2024

II.4

Clerks Department

TO: Board of County Commissioners
FROM: Annie Hogland
DATE: March 12, 2024
SUBJECT: **Request Approval of Indigent Board Meeting Minutes of February 27, 2024 - Annie Hogland**

Draft of Indigent Board Meeting Minutes of February 27, 2024 will be sent via email prior to Commission Meeting.

Prepared by Kaitlin Bentley
Last updated on 03/06/2024

Administration Department

TO: Board of County Commissioners
FROM: Lance Pyle
DATE: March 12, 2024
SUBJECT: **Request Proclamation Declaring March 2024 as Women's History Month - Lance A. Pyle**

The employees referenced are as follows:

Annie Hogland - Elected Official

Hollie Barnett - Elected Official

Kristian Price - Department Head

Darian Roybal - Department Head

Debbie Spriggs - Chief Deputy

Candace London - Chief Deputy

Melissa Lujan - Acting Assistant Administrator

Stephanie Parks - Program Manager

Shauna Schwenn - Program Manager

Suzanne Zamora - Program Manager

Kaitlin Bentley - Supervisor

Abigail Espino - Supervisor

Leslie White - Supervisor

Dianne Calbert - Lieutenant

Kaitlin Koch - Lieutenant

Junemarie Elliott - Sergeant

Bethany Gonzales - Sergeant

Monica Tovar - Sergeant

Sinnette Wafer - Sergeant

Prepared by Kaitlin Bentley

Last updated on 03/06/2024

ATTACHMENTS:

- March 2024 - Women's History Month Proclamation.pdf

CURRY COUNTY PROCLAMATION

WOMEN'S HISTORY MONTH – MARCH 2024

WHEREAS, Women's History Month in the United States is observed annually in March. It serves as an opportunity to honor American women of every race, class, and ethnic background who have made contributions to the growth and strength of our Nation; and

WHEREAS, President Reagan issued Presidential Proclamation 4903 which proclaimed the week beginning March 7, 1982, as Women's History Week. After being petitioned by the National Women's History Project, the weeklong celebration evolved into a monthlong celebration, and in 1987 President Reagan officially recognized March as Women's History Month; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in all aspects of life by constituting a significant portion of the workforce;

WHEREAS, Curry County has 157 total active employees which includes 73 female employees. Out of the 73 female employees Curry County has: 2 Elected Officials, 2 Department Heads, 2 Chief Deputies, 1 Acting Assistant Administrator, 3 Program Managers, 3 Supervisors, 2 Lieutenants, 4 Sergeants; and

WHEREAS, Curry County is immensely proud of the women in our community, and thankful for the substantial contributions made in and to Curry County and beyond. This month and throughout the year, we urge our residents to honor those contributions, and the role of American women in history.

NOW, THEREFORE, BE IT RESOLVED, on behalf of the Board of Curry County Commission, I, Robert Thornton, Chairman, do hereby proclaim the month of March, 2024 as "Women's History Month".

DONE, this 12th day of March 2024.

BOARD OF CURRY COUNTY COMMISSIONERS

_____

Robert Thornton, Commission Chairman

Attest to:

_____

Annie Hogland, County Clerk

IV.2

Public Services Department

TO: Board of County Commissioners
FROM: Ben Roberts
DATE: March 12, 2024
SUBJECT: **Request Proclamation Declaring March 10-16, 2024 as AmeriCorps Week - Fidel Madrid**

See attached

Prepared by Kaitlin Bentley
Last updated on 02/22/2024

ATTACHMENTS:

- AmeriCorps Week 2024 Proclamation .pdf

AmeriCorps Week 2024 Proclamation

WHEREAS, service is a hallmark of the American character and has the unique ability to bring people of all backgrounds together in common cause, and throughout our history citizens have stepped up to meet our most pressing challenges of the day by volunteering in their communities; and

WHEREAS, AmeriCorps and AmeriCorps Seniors programs provide opportunities for more than 200,000 Americans to serve their country through service at nonprofits, schools, public agencies, and community and faith-based groups across the country; and

WHEREAS, in, New Mexico more than 4,500 AmeriCorps members and AmeriCorps Seniors volunteers of diverse ages and backgrounds have helped to meet local needs at more than 300 locations in New Mexico by responding to COVID-19, tutoring or mentoring children and youth, supporting veterans and military families, combatting the opioid epidemic, restoring the environment, and responding to disasters; and

WHEREAS, in Curry County, more than 85 AmeriCorps Seniors volunteers of diverse ages and backgrounds helped to meet local needs at more than 10 locations in Curry County by tutoring or mentoring children and youth, supporting veterans and military families, combatting the opioid epidemic, supporting the elderly to age in place by providing companionship and transportation, providing income tax assistance to low income families and seniors, crocheting items for donation to area agencies, donating their time and experience to local Senior Centers, and helping to combat hunger and food insecurity; and

WHEREAS, AmeriCorps members and AmeriCorps Seniors volunteers encourage collaboration and partnerships, leveraging millions of volunteers in service and acquiring the support of business, foundation, and other local partners to increase the effectiveness of their initiatives; and

WHEREAS, AmeriCorps and AmeriCorps Seniors programs bring people together across race, age, and zip code to address critical issues facing the country, forge relationships and cultivate mutual respect, and help build resilient and thriving communities; and

WHEREAS, AmeriCorps members and AmeriCorps Seniors volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, through their service, AmeriCorps Seniors volunteers strengthen the lives of their families, communities, and Curry County as a whole; and

WHEREAS, AmeriCorps Week is an opportunity to recognize the dedication and commitment of the more than 1.2 million Americans who have chosen to serve their country through AmeriCorps and millions more who have served in AmeriCorps Seniors and their community partners, and to encourage more Americans to follow their footsteps in service;

WHEREAS, Curry County will honor and express our gratitude to AmeriCorps Seniors volunteers serving as Foster Grandparents and Retired & Senior Volunteers in Curry County with a volunteer appreciation reception on Friday, March 15, 2024 from 2:00 pm to 4:00 pm at the Administrative Complex, 417 Gidding St. Clovis, NM 88101

THEREFORE, BE IT RESOLVED that I, Robert Thornton, County Commission Chairman of Curry County, do hereby designate March 10-16, 2024, as AmeriCorps Week in Curry County and urge citizens to thank AmeriCorps members and alumni and AmeriCorps Seniors volunteers for their service and to find their own ways to give back to their communities.

Done this 12th day of March 2024

_____
Robert Thornton, Chairman

(SEAL)

_____
Annie Hogland, County Clerk

30 YEARS of AmeriCorps

V.1

Public Services Department

TO: Board of County Commissioners
FROM: Ben Roberts
DATE: March 12, 2024
SUBJECT: **Request Approval of the Curry County Retired & Senior Volunteer Program Policy - Suzanne Zamora**

Requesting approval of the policy.

Prepared by Kaitlin Bentley
Last updated on 02/22/2024

ATTACHMENTS:

- RSVP Policy, 2024.pdf

CURRY COUNTY

RETIRED & SENIOR VOLUNTEER PROGRAM POLICY

ADOPTED MARCH 12, 2024

CURRY COUNTY BOARD OF COMMISSIONERS

ROBERT THORNTON, CHAIRMAN
BRAD BENDER, VICE CHAIRMAN
FIDEL MADRID, MEMBER
DUSTY LEATHERWOOD, MEMBER
SETH MARTIN, MEMBER

CURRY COUNTY MANAGER
LANCE A. PYLE

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CURRY COUNTY

RETIRED & SENIOR VOLUNTEER PROGRAM POLICY MANUAL

The Retired & Senior Volunteer Program

The Retired & Senior Volunteer Program (RSVP) is a local, state and federally funded program for qualified agencies and organizations for the dual purpose of engaging persons 55 years of age and older with a volunteer service to meet critical community needs; and to provide a high-quality experience that will enrich the lives of the volunteers and those they come into contact with. Program funds are to be used to support Retired & Senior Volunteers with the opportunity to apply and contribute their lifelong skills, talents, and experiences to strengthen communities by providing services that community budgets cannot afford and by building bridges across generations.

Mission Statement

The Retired & Senior Volunteer Program was established in 1969 to provide older adults with a useful way to serve their communities in their retirement years, giving them the satisfaction that comes from being needed and serving others. Curry County has been an active participant of the Retired & Senior Volunteer Program since 1986, affecting the lives of hundreds of senior citizens and the general public. We are growing every day and welcome all of our volunteers to join in to support our local community organizations.

Program Administration

The Board of Commissioners of Curry County delegates to the County Manager of Curry County the authority to function as the Chief Administrator of the volunteer programs. The Retired & Senior Volunteer Program is administered by the RSVP Program Director.

Sponsor Eligibility

The sponsoring agency, Curry County, meets the requirements for eligibility as listed in the AmeriCorps Seniors Operations Handbook for the Retired & Senior Volunteer Program.

Sponsor Responsibility

The sponsoring agency, Curry County, is legally responsible for all programmatic and fiscal aspects of the volunteer program and may not delegate or contract this responsibility to another entity. The County Manager and the Board of Commissioners understand and endorse the nature and purpose of the volunteer programs. The sponsoring agency, Curry County, recognizes and supports the sponsor's responsibilities as listed in the AmeriCorps Seniors Operations Handbook for the volunteer program.

RSVP Advisory Council

The Retired & Senior Volunteer Program is required to have a Community Advisory Council which is established to advise and assist the program director and staff and to provide support for the program. The name of this organization shall be Curry County Retired & Senior Volunteer Program (RSVP) Advisory Council. The Advisory Council members are representatives of the community, volunteers from the private sector and the volunteer stations.

The Curry County RSVP Advisory Council for the Retired & Senior Volunteer Program will assist the sponsor to:

- Assess community needs.
- Support the development of a service ethic in the community.
- Advise on volunteer recruitment strategies.
- Link the programs with other community service resources.
- Assist staff to evaluate the program on a yearly basis.
- Suggest ways the programs can gain increased visibility and recognition in the community.

Federal Regulations require that the Curry County RSVP Advisory Council have a membership that includes people that:

- Are knowledgeable of human and social needs of the community.
- Are competent in the field of community service and volunteerism.
- Are capable of helping the sponsor meet administrative and program responsibilities.
- Are interested in and knowledgeable of the capabilities of older adults.
- Are reflective of the demographics of the service area.

The Curry County RSVP Advisory Council will meet at least once a quarter or four (4) to six (6) times a year. Regular meetings will be scheduled by the Program Director and each member will be reminded of each meeting with a 72-hour notice. Special meetings may be called by the council Chair, by the Program Director or at the request of a majority of the members with a 72-hour notice.

Non-Discrimination Policy

This program is available to all and Curry County will not discriminate against any AmeriCorps Seniors volunteer, or with respect to any activity or program, on the basis of race, color, national origin, gender, age, religion, sexual orientation, genetic information and gender identity or expression, disability, gender identity or expression political affiliation, marital or parental status, or military service. Curry County follows all Federal and program requirements on non-discrimination pursuant to FY 223 General Terms and Conditions (americorps.gov), Section M.1, page 12,13. A paper copy of the FY 223 General Terms and Conditions is available upon request to the Program Director and can also be found on the Curry County website, https://www.currycountynm.gov/services/rsvp-fgp.

Public Notice of Non-Discrimination.
Curry County notifies all members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements applicable to their program found at §§ 175 and 176(f) of the NCSA or § 417 of the DVSA, and relevant program regulations found at 45 CFR Parts 2540 (AmeriCorps State and National), 2553 (Retired & Senior Volunteer Program). A copy of the AmeriCorps' Program Civil Rights and Non-Harassment Policy is available upon request to the Program Director and can also be found on the Curry County website, https://www.currycountynm.gov/services/rsvp-fgp. Additionally, both the AmeriCorps' Program Civil Rights and Non-Harassment Policy is reissued annually and available at AmeriCorps.gov.

Reporting Discrimination:
If a volunteer experiences discrimination during volunteer service, it should be reported immediately to the Project Director but no longer than 3 days following the incident. If a volunteer believes they have been subjected to discrimination by the Project Director, it should be reported to the Public Services Director within 3 days following the incident. The following procedure for filing a discrimination complaint has been established and in addition, service members, volunteers, employees, and applicants for Federal employment who wish to file a discrimination complaint may do so by sending an email message to eo@americorps.gov or by leaving a voice message on the Civil Rights Hotline at 1-202-606-3461. Calls to the hotline will be returned within 24 hours.

Filing a Discrimination Complaint Procedure:

1. A Retired & Senior Volunteer, as an individual or as a group of Retired & Senior Volunteers, feeling that his/her rights against discrimination have not been respected, shall meet with the Program Director to report the incident and discuss the problem immediately but no later than 3 days of the incident.

2. At this time the Program Director, the aggrieved Retired & Senior Volunteer or someone of his/her choice will reduce the grievance to writing. It must be signed by the aggrieved and the Program Director.

3. The Program Director shall have three (3) working days from the initial complaint in which to report and provide the written complaint along with a copy of the AmeriCorps' Program Civil Rights and Non-Harassment Policy to the volunteer station supervisor and their immediate supervisor. The written complaint will include a three (3) working day limit for the volunteer station to reply or respond to the complaint.

4. Timeframe: The Program Director shall have three (3) working days from the volunteer station reply to the initial complaint in which to further investigate the issue, present a resolution and to reply in writing to all parties in an attempt to resolve the issue. At this time, a copy of the complaint and reply will be forwarded to the Public Services Director and the RSVP Advisory Council.

5. If the volunteer station does not respond in writing to the Program Director's solution within three (3) working days, his/her agreement will be presumed.

6. In the event that the issue or problem is with the Program Director, the complaint in writing will be directly provided to the Public Services Director who will present the complaint to the RSVP Advisory Council and will complete the procedures set above in the place of the Program Director. Volunteers, who wish to file a discrimination complaint may also directly do so by sending an email message to eo@americorps.gov or by leaving a voice message on the Civil Rights Hotline at 1-202-606-3461. Calls to the hotline will be returned within 24 hours.

7. If no solution to the complaint can be reached from the above steps, the Program Director will schedule a meeting with the Public Services Director and the RSVP Advisory Council.
The Program Director will notify the aggrieved individual(s) of the meeting date and time in writing.

8. A copy of the final determination by the Public Services Director and the RSVP Advisory Council of the complaint shall be placed in the RSVP personnel file.

9. A Retired & Senior Volunteer will not lose pay for any time that is spent in discussion of his/her complaint with the Station supervisor, the Program Director, or the Public Services Director and the RSVP Advisory Council.

Appeal Procedure:

1. A participant may appeal the Public Services Director and the RSVP Advisory Council decision in writing, to the County Manager. This must be done within ten (10) working days of receipt of grievance decision by the Administrative Services Coordinator and the RSVP Advisory Council.

2. The County Manager will review all facts, evidence, written documents, and any other substantial information provided. Within ten (10) working days from the receipt of the appeal the County Manager will schedule a hearing between all parties to resolve the situation.

3. Appeal shall be heard within twenty (20) days after receipt of a written notice of the appeal, unless additional time is necessary, which shall be documented in writing.

4. The decision of the County Manager is final.

5. A written record of the decision will be provided to all parties within five (5) working days of the hearing.

Legal Representation

Legal counsel may be retained, and counsel fees, court costs, bail, and other expenses incidental to the defense of a volunteer in AmeriCorps Seniors RSVP may be paid, in a criminal, civil, or administrative proceeding when such a proceeding arises directly out of performance of the volunteer in AmeriCorps Seniors RSVP activities. 45 CFR Part 1220 sets forth the circumstances under which AmeriCorps Seniors may reimburse for such expenses

Reasonable Accommodation Policy
The ADA requires that businesses open to the public provide full and equal enjoyment of their goods, services, facilities, privileges, advantages, or accommodations to people with disabilities. Curry County will ensure that each volunteer station provides reasonable accommodation(s) for persons with disabilities (including those with mobility, hearing, vision, mental and cognitive impairments or addictions and diseases) to participate in programs and activities.

Limited English Proficiency (LEP) Policy
Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of national origin covers program access for LEP persons. Persons will not be denied eligibility to become a Retired & Senior Volunteer based on their inability to speak English as their primary language and who may have a limited ability to read, write, speak, or understand English. Any person with LEP will be eligible to receive language assistance with respect to the particular service, benefit or encounter from both bilingual RSVP staff and volunteer station.

Volunteer Eligibility Requirements
The following are the requirements necessary to participate in the Retired & Senior Volunteer Program:

- Be age 55 or older and a resident of Curry County.
- Be willing to serve on a regular basis without compensation.
- Must be willing to accept instruction and supervision as required.
- Must complete and submit an enrollment application to include: emergency contact information, designation of beneficiary for insurance purposes, a valid driver's license (if applicable), proof of vehicle insurance (if applicable) and selected skills of interest.
- Be responsible for updating their enrollment records whenever the pertinent information changes.
- Must enjoy working with others.

Volunteer Code of Conduct

- RSVP Volunteers are expected to act in a professional manner, treating other Volunteers, Site Supervisors, RSVP Staff, and the public with respect (avoiding criticism, gossip, and rudeness) and to use appropriate channels to make complaints and/or suggestions.
- The use of or being under the influence of alcoholic beverages or illegal drugs during volunteer hours is not permitted.
- The RSVP Volunteer will strive to be a good listener.
- The RSVP Volunteer will not interfere with another Volunteer's assignment. Each Volunteer has a unique assignment and it is not fair to compare jobs.
- The RSVP Volunteer will always conduct themselves in a manner as to promote the RSVP Program in a good way.

Prohibited Volunteer Activities

1) Volunteers and grantees shall not engage in and grantee funds shall not be used for any of the following activities:

- Electoral activities
- Voter registration
- Voter transportation to polls
- Efforts to influence legislation

2) Volunteers shall not engage in any activity which would otherwise be performed by an employed worker or which would supplant the hiring of or result in the displacement of employed workers or impair existing contracts for service.

3) There shall be no requests and no receipts of compensation from the beneficiaries of neither AmeriCorps Seniors volunteers nor grantees.

4) Financial support is not a precondition to obtain volunteer services.

5) AmeriCorps Seniors volunteers are not to receive a fee for service from service recipients or anyone else

6) Grant funds are not used to finance labor or anti-labor organizations or related activity.

7) Project staff and/or volunteers are not to give religious instruction, conduct worship services, or engage in proselytization as part of their duties and, if the sponsor is an organization that conducts inherently religious activities, those activities are to be offered separately, in time and location, from the programs or services funded under AmeriCorps Seniors.

8) Prohibitions on Abortion Service; While charging time to the AmeriCorps program, accumulating service or training hours, or other wise performing activities supported by the AmeriCorps Seniors program or AmeriCorps Seniors, staff and volunteers may not engage in providing abortion services or referrals for receipt of such services.

National Service Criminal History Check (NSCHC)

Grantees must perform a thorough criminal history check for all candidates applying to the Retired & Senior Volunteer Program as a volunteer or to be employed as grant-funded staff **and** who will have contact on a recurring basis with vulnerable populations such as children, the elderly, and persons with disabilities. For these individuals, grantees must conduct a state criminal registry check, a National Sex Offender Public Registry (NSOPR) check through Truescreen that includes all 50 states, the District of Columbia, U.S. territories, and Indian Country, and a FBI Fingerprinting Background Check via Fieldprint. The Retired & Senior

Volunteer Program Director is primarily responsible for ensuring that the NSCHC process is completed in its entirety and on a timely basis. The Program Director is required by AmeriCorps to take the AmeriCorps Seniors e-Course annually and retain documentation of its completion.

AmeriCorps Seniors requires that applicants clear **all** background checks successfully **before** they are allowed to begin employment with the Retired & Senior Volunteer Program and/or volunteer service in the classroom or home assignments. Anyone working with vulnerable populations on a recurring basis who does not have clearance from all three (3) background checks will not be allowed to serve as a Retired & Senior Volunteer or work for the Retired & Senior Volunteer Program.
In addition, no individual will be eligible for work or service if he or she:

a) Refuses to undergo the NSCHC process
b) Provides false statements in relation to the NSCHS process
c) Has been convicted of murder
d) Is required to register as a sex offender

Notification of Disqualification for employment: In the event that disqualifying information is revealed during the background check process, applicants for employment shall be notified in writing by the Program Director that the Conditional Offer of Employment is being withdrawn.

The Curry County Retired & Senior Volunteer program shall incur all costs associated with criminal background checks.

Orientation and Training
Pre-Service and Annual In-Service Training will be provided for each enrolled RSVP participant.
The Pre-Service orientation will include:

- Introduction to the program, the sponsor, and the volunteer station.
- Current information on the project policies and procedures.
- Orientation to assigned volunteer stations.

Annual In-Service Training is provided and attendance is **required** to at least one training a year per State and Federal grant regulations. Notices with information on the subject, time, date and location of the Annual In-Service meetings will be sent to the volunteers by mail.

- RSVP Volunteers must be on time to the Annual In-Service Trainings.
- RSVP Volunteers must notify RSVP staff in advance if unable to attend the annual in-service training due to illness or due to an emergency.

Volunteer Insurance
AmeriCorps Seniors Minimum Insurance Coverage Requirements
This document summarizes the minimum insurance requirements for AmeriCorps Seniors volunteers, specified by AmeriCorps Seniors. Minimum required levels may change from time to time.

Accident Insurance
• Accident insurance must cover AmeriCorps Seniors volunteers in RSVP for personal injury during travel between their homes and places of assignment, during their volunteer service,

during meal periods while serving as a volunteer, and while attending project-sponsored activities. Protection shall be provided against claims in excess of any benefits or services for medical care or treatment available to the volunteer from other sources, including:

1. Health insurance coverage.
2. Other hospital or medical service plans.
3. Any coverage under labor-management trusted plans, union-welfare plans, employer organization plans, or employee-benefit organization plans.
4. Coverage under any governmental program or provided by any statute.

• The sponsor must provide AmeriCorps Seniors volunteers with the following accident insurance coverage:

o $50,000 or more for accidental medical expenses.
o $50 for repair or replacement of damaged eyeglass frames and $50 for replacement of broken prescription eyeglass lenses or contact lenses.
o $500 for repair of dentures; $500 per tooth for treatment of injury to natural teeth, limited to a total of $900.
o $2,500 for accidental death or dismemberment.

Personal Liability Insurance for Volunteers

Protection does not include professional liability coverage. Protection must be provided against claims in excess of protection provided by other insurance. The sponsor must provide third-party protection for volunteers against injury or property damage claims arising out of their volunteer service activities. For each sponsoring organization, the amount of protection must be $1,000,000 for each occurrence of personal injury or property damage and must be in excess of any other valid and collectible insurance, and $3,000,000 annual aggregate.

Excess Automobile Liability Insurance

To avoid a gap in coverage between that provided by a volunteer's personal vehicle insurance and liability claims in excess of that coverage, the sponsor must provide Excess Automobile Liability Insurance coverage of not less than $500,000 for each accident for bodily injury and/or property damage.

The sponsor will provide protection against claims in excess of the greater of either:

1. The liability insurance volunteers carry on their own automobiles 2. The limits of the applicable state Motor Vehicle Financial Responsibility Law or 3. In the absence of a state financial responsibility law, $50,000 for each person, each accident, and for property damage.

Travel/Mileage

Volunteers may be reimbursed for mileage if:

1) the travel is entirely within Curry County and is directly related to their volunteer work;
2) mileage will be limited to twenty (20) miles maximum a day, all within the boundaries of Curry County;
3) The maximum daily allowance for volunteer travel will be reimbursed at the rate allowed by Curry County mileage regulations in effect at the time of travel;

4) Maximum daily allowance for any one volunteer travel shall be one round trip per day to and from the volunteer station and travel directly related to their volunteer work.

- For volunteers who do not own cars or may prefer not to drive. Bus passes for public transportation is available. Drivers of carpools receive reimbursement for actual mileage based on a cost-per-mile rate. Passengers ***do not*** receive reimbursement.
- Volunteers who do not incur travel expenses (walk to assignments, ride on free transportation, or are passengers in carpools) ***do not*** receive reimbursement.
- Volunteers who claim mileage by driving their own vehicle to and from assignments are required to provide proof of valid automobile insurance and a copy of their valid New Mexico Driver's License, ***yearly***.
- All Volunteers requesting mileage reimbursement *must* volunteer a *minimum* of five (5) hours per calendar month. In the event there is a reduction of volunteer assigned service hours beyond the volunteer's ability to control, the Program Director may approve an exception for this requirement.
- Mileage reimbursements will be paid until all funds have been exhausted.

Meal Arrangements:

Volunteers are eligible to receive reimbursement for meals if

1) The meal is consumed during their volunteer hours or approved volunteer travel time, orientation and training,
2) The meal does not exceed $15.00

RSVP volunteers and volunteer station staff (i.e. Station Directors) are required to sign a statement certifying that meals to be reimbursed to volunteers were taken in conjunction with volunteer service and provide details of the reimbursement including receipt or other documentation demonstrating dollar amount.

Mileage reimbursement and meal reimbursement requests may be turned in as early as the 1st day of the month following the last date of the timesheet or as late as the 15th day of the month following the month of the timesheet.

Meal reimbursements will be paid until all funds have been exhausted.

Policy for Hours of Service

- Volunteers who do not request mileage reimbursement are **not** required to work a minimum number of hours. However, volunteers are encouraged that they volunteer a minimum five (5) hours per month to stay active and involved in their community

Holidays

On occasion, volunteers will be asked/needed at the worksites during holidays. Curry County RSVP program staff observe the following holidays as designated by the County Commission.

- New Year's Day

- Dr. Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- President's Day (observed on the Friday after Thanksgiving)
- Columbus Day (observed on Christmas Eve)
- Christmas Day

Timesheet Procedures

Timesheets are to be completed and turned in on a **monthly** basis. To receive credit for hours and any type of reimbursement, **your timesheet may be turned in as early as the 1st day of the month following the last date of the timesheet or as late as the 15th day of the month following the month of the timesheet.** Volunteers need to be timely in receiving this information as the program reports this data to state and federal agencies on a monthly, quarterly, and annual basis.

- Hours should be reported for one volunteer per timesheet.
- If you volunteer at more than one work site, you will need to separate those hours by entering them on a separate time sheet or list hours separately on the timesheet.
- **DO NOT** put more than one month on a sheet. Use a separate sheet for each month.
- Enter the name of the work site and a description of the volunteer work done so that we know exactly where and what kind of service you provided. The program needs to be as accurate as possible with this information as it is reported to state and federal agencies.
- There are places for signatures on the back of the timesheet. One signature line to be signed by the Volunteer and one by the work site Supervisor, and the other will be signed by the RSVP Director if receiving reimbursement for mileage. Reimbursement checks **cannot be paid** if any of these signatures are missing.

PLEASE NOTE: As per State and Federal Policies, all monies must be paid in the current Fiscal Year for current expenditures. Fiscal Years are as follows:

- April 1-March 31 for **Federal**
  Reimbursement requests during March must be submitted by March 15
- July 1-June 30 for **State**
- Reimbursement requests during June must be submitted by June 15

Recognition

At least one annual recognition event will be provided for volunteers. Individual Volunteer Stations will be encouraged to provide recognition events as well.

Volunteer Personnel Records

RSVP Volunteer personnel files must contain at least the following information:

- Enrollment Form
- Vehicle insurance form (if applicable)
- Copy of valid driver's license (if applicable)

- Copy of automobile insurance information (if applicable)
- Copy of waiver for driver's license and insurance (if applicable)
- Volunteer Assignment Description

NSCHC and PII Confidentiality Safeguards

Curry County RSVP staff have created the following safeguards to ensure the confidentiality of any information relating to the criminal history check, consistent with authorization provided by the applicant.

a) Any information relating to the criminal history check and personally identifiable information (PII) will be maintained in individual Retired & Senior Volunteer Program (RSVP) personnel file folders.
b) Any information relating to the criminal history check and personally identifiable information (PII) maintained in individual Retired & Senior Volunteer Program (RSVP) personnel file folders will be kept in a locked file cabinet in the secure RSVP office at 417 Gidding Suite 100, Clovis NM.
c) Access to any information relating to the criminal history check and personally identifiable information (PII) will be limited to Retired & Senior Volunteer Program (RSVP) Staff.

Retirement/Termination/Resignation

There may come a time when it is in the best interest of the RSVP Volunteer to retire, to be reassigned or to be placed on indefinite leave of absence as an active Volunteer. When this time comes, it will be handled with dignity.

An assessment should be made when a RSVP Volunteer is no longer able to comfortably or safely work on a permanent basis. When there are indications that a volunteer is having difficulty with the program or site commitment, a discreet investigation of the situation should be undertaken by the Program Director to determine if the volunteer should retire or be reassigned. This should include observation of the RSVP Volunteer and discussion with the work station staff. The Program Director should complete a work station evaluation with input from the work station supervisor. The interests and the well-being of the Volunteer will be considered foremost.

It may also be necessary to terminate a RSVP Volunteer for other reasons: unauthorized absences, misconduct, or an inability to perform assignments.

Each RSVP Volunteer will be given the opportunity to appeal and/or grieve a termination action to the RSVPAdvisory Group and then to the Public Services Director of Curry County, and ultimately to the County Manager if the situation remains unresolved. The decision of the Curry County Manager is final.

The Retired & Senior Volunteer Program will not enroll an applicant if he/she has been terminated by the other organization (Retired & Senior Volunteer Program).

A RSVP Volunteer may resign at any time. A resignation must be made in writing and must be signed and dated by the volunteer.

Curry County Retired & Senior Volunteer Program
Volunteer Personnel Grievance Procedures

It is the policy of the Curry County Retired & Senior Volunteer Program that every RSVP Volunteer receives fair, just and equitable treatment, regardless of citizenship, race, national origin, disability, political affiliation, religion, gender, sexual orientation, gender identity or expression, marital or parental status, or military service and that each RSVP Volunteer be given the opportunity to be heard and express his/her grievance with assurance of receiving impartial consideration and freedom from any form of retribution.

Prohibited Retaliation Policy

It is the policy of Curry County RSVP to prohibit intimidation of and/or retaliation against any volunteer who exercises their right in submitting his/her grievance concerning Curry County Retired & Senior Volunteer Program. This policy extends to volunteers and staff that participate as witnesses in a grievance/appeal procedure. If a volunteer experiences intimidation and/or retaliation during volunteer service, it should be reported immediately to the Project Director but no longer than 3 days following the incident. If a volunteer has been subjected to intimidation and/or retaliation by the Project Director, it should be reported to the Public Services Director within 3 days following the incident. Service members, volunteers, employees, and applicants for Federal employment who wish to file a discrimination complaint may do so by sending an email message to eo@americorps.gov or by leaving a voice message on the Civil Rights Hotline at 1-202-606-3461. Calls to the hotline will be returned within 24 hours.

Grievance Procedure:

1. A Retired & Senior Volunteer, as an individual or as a group of Retired & Senior Volunteers, feeling that his/her rights have not been respected, shall discuss the situation with his/her Station supervisor to resolve the problem.
2. In the event the problem is not resolved, the aggrieved shall meet with the Program Director. At this time either the Program Director, the aggrieved Retired & Senior Volunteer or someone of his/her choice will reduce the grievance to writing. It must be signed by the aggrieved.

3. Timeframe: The Program Director shall have three (3) working days in which to investigate the issue, present a resolution and to reply to the grievance in writing in an attempt to resolve it.
4. 4. At this time, a copy of the grievance and reply will be forwarded to the Public Services Director and the RSVP Advisory Council. If the Retired & Senior Volunteer does not respond in writing to the Program Director's solution within three (3) working days, his/her agreement will be presumed.
5. In the event that the issue or problem is with the Program Director, the grievance in writing will be directly provided to the Public Services Director who will present the grievance to the RSVP Advisory Council and will complete the following process in the place of the

Program Director.

6. If no solution to the grievance can be reached from the above steps, the Program Director will schedule a meeting with the Public Services Director and the RSVP Advisory Council. The Program Director will notify the aggrieved individual(s) of the meeting date and time in writing.
7. A copy of the final determination of the grievance by the Public Services Director and the RSVP Advisory Council shall be placed in the Retired & Senior Volunteer personnel file.
8. A Retired & Senior Volunteer will not lose pay for any time that is spent in discussion of his/her grievance with the Station supervisor, the Program Director, or the Public Services Director and the RSVP Advisory Council.

Appeal Procedure:

1. A participant may appeal the Public Services Director and the RSVP Advisory Council decision in writing, to the County Manager. This must be done within ten (10) working days of receipt of grievance decision by the Administrative Services Coordinator and the RSVP Advisory Council.
2. The County Manager will review all facts, evidence, written documents, and any other substantial information provided. Within ten (10) working days from the receipt of the appeal the County Manager will schedule a hearing between all parties to resolve the situation.
3. Appeal shall be heard within twenty (20) days after receipt of a written notice of the appeal, unless additional time is necessary, which shall be documented in writing.
4. The decision of the County Manager is final
5. A written record of the decision will be provided to all parties within five (5) working days of the hearing.

Legal Representation

Legal counsel may be retained, and counsel fees, court costs, bail, and other expenses incidental to the defense of a volunteer in AmeriCorps Seniors RSVP may be paid, in a criminal, civil, or administrative proceeding when such a proceeding arises directly out of performance of the volunteer in AmeriCorps Seniors RSVP activities. 45 CFR Part 1220 sets forth the circumstances under which AmeriCorps Seniors may reimburse for such expenses.

Adopted by the governing body of Curry County this 12th day of March 2024.

Curry County Board of Commission

_____

Robert Thornton, Chairman

(SEAL)

_____

Annie Hogland, County Clerk

V.2

Maintenance Department

TO: Board of County Commissioners
FROM: Tyler Kelley
DATE: March 12, 2024
SUBJECT: **Request Approval of Contract with Brightly Software Inc. for Facility Management Software in the Annual Amount of $6,045.78 for a Three Year Term - Tyler Kelley**

I recommend approval of the following contract with Brightly(Facility Dude) for facility management software.

Thank you,

Tyler Kelley

Prepared by Kaitlin Bentley
Last updated on 02/23/2024

ATTACHMENTS:

- Brighlty Contract (Facility Dude).pdf
- Brightly Subscription Agreement_CLEANOct2023.pdf

PREPARED FOR

Curry County ("Subscriber")

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

February 23, 2024

Q-397102

February 23, 2024
Curry County

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly Software, Inc. is dedicated to providing best in class solutions, including the following for Curry County.

Subscription Term: 36 months (07/01/2024 - 06/30/2027)

Cloud Services

Item	Start Date	End Date	Investment
Planned Maintenance	7/1/2024	6/30/2025	$0.00
MaintenanceEdge	7/1/2024	6/30/2025	$6,045.78
		Annual Renewal:	**$6,045.78 USD**

*Your Sourcewell discount has been applied.

Cloud Services Subscription

Item	Investment Year 2 Start Date: 07/01/2025	Investment Year 3 Start Date: 07/01/2026
- Planned Maintenance	Included	Included
MaintenanceEdge	6,045.78 USD	6,045.78 USD
Total:	6,045.78 USD	6,045.78 USD

Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-397102 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.

Illuminate: Bringing the best Ideas to Light

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 11th-14th in Raleigh, NC. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

Enlighten Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

Admission for Illuminate is $995 for tuition only and $1995 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning October 1st, 2023 through March 8th, 2024. Illuminate takes place is Raleigh, NC



Signature

Presented to:

Q-397102
February 23, 2024, 8:38:44 AM

Accepted by:

Printed Name

Signed Name

Title

Date

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, together with any addenda, (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Cloud Services (as defined below) provided by Brightly Software ("Company"). This Agreement may be accepted by either clicking a box indicating acceptance, by reseller purchase, by executing an Order that references this Agreement or by otherwise accessing or using an Offering. In the electronic service or Offering, Subscriber will be prompted to accept these terms by clicking a button. Clicking the button or using any Offering indicates that Subscriber has read, understood, and accepted this Agreement. If Subscriber does not accept, Subscriber must not use any Offering and must return any Offering to Company or its authorized reseller or partner prior to use.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "ACCOUNT" OR "SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERING.

Section 1.0 Ordering and Use of Offerings

1.1 Company Cloud Service; Subscriber-Hosted Software.

(a) ***Company Cloud Service***. Unless otherwise specified on an applicable Order, an Offering of Cloud Service shall be provided as Company-hosted, online cloud service. Company grants Subscriber a non-exclusive and non-transferable right to access and use the Offering for Subscriber's internal business purposes during the Subscription Term solely in accordance with this Agreement.

(b) ***Subscriber-Hosted Software***. Where an applicable Order sets forth a Subscriber-Hosted Software Offering, subject to the provisions of this Agreement, Company grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the Offering for the Subscription Term. In respect of such Subscriber-Hosted Software Offering:

(i) Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order (i.e., implementation).

(ii) Subject to the terms of this Agreement, Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.

(iii) Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. "Environment" means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order on which, or in connection with which, the Subscriber–Hosted Service will be used.

1.2 Ordering.

(a) ***Ordering*.** The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this Agreement and all applicable addenda. Pursuant to an Order, Company shall grant Subscriber Account Users access or use of the Offerings during the applicable Subscription Term, including all Content contained in or made available through the Cloud Service(s). Affiliates of either party may conduct business under this Agreement by executing an Order that references this Agreement's terms.

(b) ***Account Setup*.** To subscribe to the Cloud Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users in accordance with any number and categories of users as set forth on the Order. To setup an Account User, Subscriber agrees to provide true and accurate information for such Account Users. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other individual. Subscriber must not create Account User(s) in a manner that intends to or has the effect of avoiding Fees, circumvents thresholds with the Account, or intends to violate the Agreement. Subscriber acknowledges that Account Users that submit declarations, notifications or orders to Company are acting on Subscriber's behalf.

(c) ***Subscriber Responsibilities***. Subscriber agrees that it shall use the Offering(s) solely for internal business purposes, and access and use of the Cloud Service(s) shall be limited to Account Users. Subscriber will ensure that its Account Users shall comply with Subscriber's obligations under this Agreement whether they are accessing Cloud Services on Subscriber's behalf, at Subscriber's invitation or by invitation of a Subscriber Account User. If Subscriber becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, Subscriber will immediately notify Company and terminate the relevant Account User or user account's access to the Cloud Service. Subscriber is responsible for any act or failure to act by any Account User or any person using or accessing the account of a user in connection with this Agreement. Subscriber acknowledges and agrees that Account Users who submit declarations, notifications or orders to Company are acting on behalf of Subscriber's behalf. Further, Subscriber shall: (i)be solely responsible for the accuracy, and appropriateness of all Subscriber Data and Subscriber Content created by Account Users using the Cloud Service; (ii) access and use the Cloud Service solely in compliance with any applicable Documentation and all applicable laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (iii) allow e-mail notifications generated by the Cloud Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) take responsibility for the security of Subscribers' systems, including the software on Subscriber's systems, and take commercially reasonable steps to exclude malware, viruses, spyware and trojans from Cloud Services.

(d) ***Usage Restrictions*.** Subscriber agrees that it shall not, and shall not permit any Account User or Third Party accessing by, through or at Subscriber direction, or on its behalf to, directly or indirectly: (i) modify, copy, create derivative works or attempt to derive the source code of the Cloud Service; (ii) assign, sublicense, distribute or otherwise make available the Cloud Service, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Cloud Service to provide any service bureau services or any services on a similar basis; (iv) use the Cloud Service in a way not authorized in writing by Company or for any unlawful purpose; (v) use the Cloud Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Cloud Service; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Cloud Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Cloud Service; (ix) interfere with or disrupt the integrity or performance of the Cloud Service or the data contained therein; (x) access or use the Cloud Service in order to replicate applications, products or services offered by Company and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Cloud Service or monitor the availability and/or functionality of the Cloud Service for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber application or otherwise, repackage or resell the Cloud Service, or any Company Content; (xii) store, manipulate, analyze, reformat, print, and display Company Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of

scripting or coding into the Cloud Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Cloud Service for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Cloud Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Cloud Services. Company hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to "internal use" and/or "internal business operations" shall be deemed to include and permit such use (hereafter referred to as "Commercial Use").

(e) ***Additional Guidelines*.** Company reserves the right to establish, modify, discontinue or substitute its Cloud Service offerings, general practices and limits concerning use of the Cloud Service from time to time. Company also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Company shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Company is satisfied corrective action has taken place to resolve the issue.

(f) ***Use of Messaging Services.*** Subscriber may use Cloud Service to send emails and messages to users and third parties. Subscriber is solely responsible for any such message and their content. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside Company's control, and there is no warranty that messages will reach their intended destination in a given timeframe. .

(g) ***Previews, No-Charge Offerings***. From time to time, Company may make Offerings available to Subscribers at no charge or allow features or services at no extra charge as part of Cloud Services prior to their general release that are labeled or communicated as "Previews". Subscriber may choose to try such Previews or not in its sole discretion. Use of Previews is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Previews at any time, in its sole discretion. Further, Company may discontinue all Previews availability at any time in its sole discretion without notice. Previews and No-Charge Offerings are provided on an "as-is" basis and "as available" basis, without any warranties of any kind.

1.3 Proprietary Rights.

(a) All Cloud Service, non-public Documentation and Company Content are trade secrets of Company and its licensors. Company or its licensors retains all ownership right, title, and interest in and to Brightly IP, including the Cloud Service, its Documentation and Company Content, and all corrections, enhancements, improvements to, or derivative works thereof without limitation (collectively, "Derivative Works"), and in all Brightly IP therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Subscriber to Company, Subscriber hereby irrevocably assigns all rights to use and incorporate Subscriber's feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the "Feedback") relating to the Cloud Service, together with all Brightly IP related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Brightly IP rights other than the rights expressly set forth in this Agreement. Company reserves all rights in the Offerings and Brightly IP not expressly granted in this Agreement.

(b) Company acknowledges and agrees that Subscriber retains all ownership right, title, and interest in and to the Subscriber Data and Subscriber Content, including all intellectual property rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants Company and its Affiliates a non- exclusive, royalty-free license to access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of Subscriber Data and Subscriber Content to fulfill its obligations under this Agreement. Company recommends Subscriber confirm the geographic area in which Subscriber Data will be stored, which may be outside the country in which Subscriber is located. Subscriber will ensure that Subscriber Data can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.

(c) Subscriber acknowledges the Cloud Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third Party Tool") under a license granted to Company by one or more applicable Third Parties (each, a "Third Party Licensor"), which licenses Company the right to sublicense the use of the Third Party Tool solely as part of the Cloud Services. Third Party Tools shall be specified in any applicable Documentation, Offering or statement of work. In the event of a conflict between the Third Party terms and conditions and this Agreement, the Third Party terms and conditions control with regard to the relevant Third Party Tool. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third Party Licensor retains all right, title, and interest to its applicable Third Party Tool and all documentation related to such Third Party Tool. All confidential or proprietary information of each Third Party Licensor is Confidential Information of Company under the terms of this Agreement and shall be protected in accordance with the terms of Section 7.

Section 2.0 Company Responsibilities

2.1 Professional Services. To the extent Professional Services are included in the applicable Order and/or described in one or more statements of work, Subscriber agrees to abide by Company's Professional Services Addendum. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, set forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

2.2 Service Levels. Company shall use commercially reasonable efforts to make the Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Company pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Subscribers' Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Company shall use reasonable efforts to provide eight (8) hours prior electronic notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

2.3 Security and Data Privacy. Each party shall comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Company acts as Subscriber's processor of personal data provided by Subscriber, the data is subject to Company's Privacy Policy, which can be viewed by clicking the "Privacy" hypertext link located within the Cloud Service. By using the Cloud Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber Content shall be available for Subscriber's export and download. In accordance with applicable data privacy laws following that initial period, Company shall not be obligated to maintain Subscriber Data nor Subscriber Content and may delete or destroy what remains in its possession or control.

(a) If applicable in the United States, if Subscriber is a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, "HIPAA"), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Cloud Services, Company shall be Subscriber's "Business Associate" under HIPAA, and Company and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably

satisfactory to Company).

(b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. "Data Protection Legislation" means (i) the United Kingdom's Data Protection Act 2018, and (ii) the General Data Protection Regulation ("GDPR") and any national implementing laws, regulations or secondary legislation. Company and Subscriber agree that Company will not be processing any personal data on behalf of the Subscriber as "Data Controller" (defined in accordance with the Data Protection Legislation). Company will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland or the EEA are processed by Company, the terms of a data processing addendum ("DPA") must be signed by the parties. To the extent Company processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and Company agree that Subscriber is the data exporter and Subscriber's acceptance of this Agreement or applicable Order shall be treated as its execution of the standard contract clauses.

Section 3.0 Third Party Interactions

3.1 Relationship to Third Parties. In connection with Subscriber's use of the Cloud Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Cloud Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Cloud Service, its application programming interface ("API") and a Third Party provider; (iv) receive additional functionality within the user interface of the Cloud Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. Company shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. Company does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Company as "certified," "validated," "premier" and/or any other designation. Company does not endorse any sites on the Internet that are linked through the Cloud Service.

3.2 Ownership. As between Subscriber and Company, Subscriber is the owner of all Third Party Content loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. Company shall not comment, edit or advise Subscriber with respect to such Third Party Content in any manner.

Section 4.0 Fees and Payment.

4.1 Fees. Subscriber shall pay to Company all fees specified in Orders. Except as otherwise stated on the Order: (i) Subscription Fees are based on Cloud Services subscriptions purchased, (ii) all Subscription Fee payment obligations are non-refundable and non-cancelable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. The Subscription Fee for such Cloud Service subscription shall be invoiced upon commencement of the Term. Thereafter, Company shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless Subscriber provides written notice of termination in accordance with Section 5.1, Subscriber agrees to pay all fees. Subscriber is responsible for providing complete and accurate billing and contact information to Company and notifying Company promptly of any changes to such information.

4.2 Automatic Payments. If Subscriber is paying by credit card or Automated Clearing House ("ACH"), Subscriber shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Company is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

4.3 Overdue Charges. If any invoiced amount is not received by Company by the due date, without limiting Company's rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. Company reserves the right to condition an overdue Account's future subscription renewals and Orders on shorter payment terms than those stated herein.

4.4 Taxes. Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 4.4, Company shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides Company with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Company for: 1) any encumbrance, fine, penalty or other expense which Company may incur as a result of Subscriber's failure to pay any Taxes required hereunder, and 2) any Taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Subscriber is located as per the Order. For clarity, Company is solely responsible for taxes assessable against Company based on its income, property and employees.

4.5 Purchases through Resellers. In the event Subscriber purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Company, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, Company shall have the right to terminate Subscriber's access to the Cloud Services at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and Company have agreed otherwise in writing.

Section 5.0 Term and Termination

5.1 Subscription Term. This Agreement will commence on the Effective Date set forth on the Order and continues until the Offerings hereunder have expired or have been terminated (the "Subscription Term"). Thereafter, except as stated on an applicable Order, the Subscription Term shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term applicable to the Cloud Service subscription.

5.2 Termination. Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate this Agreement (in whole or with respect to an Order or purchased from a reseller) by notice to the other party if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days (except in the case of a breach of Section 7 in which case no cure period will apply) or (ii) the other party becomes the subject of a petition in bankruptcy or other similar proceeding. Company may, at its option, and without limiting its other remedies, suspend (rather than terminate) any Cloud Services if Subscriber breaches the Agreement (including with respect to payment of Fees) until the breach is remedied.

5.3 Effect of Termination. Upon expiration of the applicable Subscription Term, or termination of any Order for one or more Offerings or this Agreement for any reason, Subscriber's right to access, use or receive the affected Order or Offering automatically terminates. Subscriber shall immediately cease using the Order or Offering, remove and destroy all Offerings and other Company Confidential Information relating to the Order in its possession or control, and certify such removal and destruction in writing to Company. Termination or suspension of an individual Order or reseller purchase will not terminate or suspend any other Order, reseller

purchase or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order(s) and reseller purchases will terminate. If this Agreement, any Order or reseller purchase is terminated, Subscriber agrees to pay all Fees owed up to the effective date of termination.

5.4 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 1, 2.3, 5.3, 6, 7, 8 and 9.

Section 6.0 Representations, Warranties and Disclaimers

6.1 Representations. Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

6.2 Warranties.

(a) Company warrants that Cloud Service will perform in accordance with the features and functions described in the applicable Documentation. To the extent permitted by law, Subscriber's exclusive remedy and Company's entire liability for a breach of this warranty in Section 6.2(a), at its option: (i) will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Company may terminate the Order for the non-conforming Offering and refund any prepaid fees paid for such Offering. The warranty excludes: (a) no charge Offerings or Previews, and (b) issues, problems or defects arising from Third Party Content, Subscriber Data or Content, or use of Cloud Service not in accordance with this Agreement.

(b) Company represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 6.2(b), Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

(c) Company makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Company does not warrant or otherwise guarantee that: (i) reported errors will be corrected or support requests will be resolved to meet Subscribers' needs, (ii) any Order or Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Subscriber and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Orders or features or functionality in any communication with Subscriber constitutes technical information, not a warranty or guarantee.

(d) Company's Cloud Services have not been tested in all situations under which they may be used. Subscriber is solely responsible for determining the appropriate uses for the Cloud Services and the results of such use; Company will not be liable for the results obtained through Subscriber's use of the Cloud Services. Company's Cloud Services are not specifically designed or intended for use in (i) storage of sensitive, personal information, (ii) direct life support systems, (iii) nuclear facility operations, or (iv) any other similar hazardous environment.

6.3 Intellectual Property Indemnification.

(a) *Indemnity by Company*. Company shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Cloud Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber: (x) promptly gives Company written notice of the Claim; (y) gives Company sole control of the defense and settlement of the Claim; and (z) provides to Company all reasonable assistance, at Company's expense. If Company receives information about an infringement or misappropriation claim related to the Cloud Service, Company may in its sole discretion and at no cost to Subscriber: (i) modify the Cloud Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Cloud Service, or (iii) terminate this Agreement (including Subscriber's Cloud Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the Term of the terminated Cloud Service subscriptions. Notwithstanding the foregoing, Company shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Cloud Service in combination with any software or hardware not expressly authorized by Company, (B) any modifications or configurations made to the Cloud Service by Subscriber without the prior written consent of Company, and/or (C) any action taken by Subscriber relating to use of the Cloud Service that is not permitted under the terms of this Agreement. This Section 6.3(a) states Subscriber's exclusive remedy against Company for any Claim of infringement or misappropriation of a Third Party's intellectual property rights related to or arising from Subscriber's use of the Cloud Service.

(b) To the extent permitted by law, Subscriber shall defend and indemnify Company from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Company, in connection with any Claim alleging that the Subscriber Data or Content, or Subscriber's use of the Cloud Service in breach of this Agreement, infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that Company (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 6.3(b) states Company's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's intellectual property rights related to or arising from the Subscriber Data or Subscriber's use of the Cloud Service.

6.4 Limitation of Liability.

(a) **The entire, aggregate liability of Company is limited to the amount of Subscription Fees paid by Subscriber to Company pursuant to this applicable Order during the twelve (12) months prior to the first act or omission giving rise to the liability. This does not apply to the Company's intellectual property indemnification obligations in Section 6.3.**

(b) **Under no circumstances will Company be liable for (i) any indirect, incidental, consequential, special exemplary or punitive damages, loss of production or data, interruption of operations or lost revenue or profits, even if such damages were foreseeable, or (ii) any Previews or No-Charge Offerings.**

(c) **Company will not be liable for any claim in connection with this Agreement if such claim is brought more than two (2) years after the first event giving rise to such claim is or should have been discovered by Subscriber.**

(d) **The limitations and exclusions of this Section 6.4 apply to: (i) benefit of Company and its affiliates, and their respective officers, directors, licensors, subcontractors and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.**

(e) **The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded in accordance with applicable law. Nothing in this Section shall limit Subscriber's payment obligations under Section 4**.

Section 7.0 Confidentiality

7.1 Definition of Confidential Information. "Confidential Information" means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, proprietary business information as provided under applicable state law and any information marked by a party as exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products,

software, data, technologies, formulas, processes, know-how, plans, operations, research, personnel, suppliers, finances, pricing, marketing, strategies, security audits, penetration tests, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a Third Party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a Third Party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

7.2 **Protection of Confidential Information.** The Receiving Party agrees that it shall: (i) use the Confidential Information solely for a purpose permitted by this Agreement, (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to the Confidential Information of the Disclosing Party to those of its Affiliates and its and their employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

7.3 **Compelled Disclosure.** If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

7.4 **Records Requests.** To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of Company's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify Company and provide such reasonable cooperation as requested by Company and permitted by law to oppose production or release of such Company Confidential Information.

7.5 **Remedies.** Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 8.0 Export Control Compliance

8.1 **General.** Subscriber shall comply with all applicable sanctions, embargoes and (re-)export control regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "Export Regulations").

8.2 **Checks**. Prior to any transfer of Offerings (including all kinds of technical support and/or technology) to a Third Party, Subscriber shall check and ensure by appropriate measures that (i) there will be no infringement of an embargo imposed by the European Union, the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning Offerings or by provision of other economic resources in connection with Offerings, also taking into account any prohibitions to circumvent these embargos (e.g., by undue diversion); (ii) such Offerings are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization has been obtained; (iii) the regulations of all applicable sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered and (iv) Offerings within the scope of the respective Annexes to EU Regulations Nos. 833/2014 and 765/2006 as well as of Annex I to EU Regulation No. 2021/821 (in their current versions, respectively), will not, unless permitted by EU law, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Offerings to Russia or Belarus.

8.3 **Non-Acceptable Use of Offerings and Cloud Services**. Subscriber shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Cloud Services, Content and/or Documentation from or in any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Cloud Services, Content and/or Documentation to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Cloud Services, Content and/or Documentation for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Subscriber Data or Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any user. Subscriber shall provide any user(s) with all information necessary to ensure compliance with the Export Regulations.

8.4 **Information**. Upon request by Company, Subscriber shall promptly provide Company with all information pertaining to user(s), the intended use and the location of use of the Offerings.

8.5 **Export Control Indemnification**. To the extent permitted by law, Subscriber shall indemnify and hold harmless Company from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with (re) Export Regulations by Subscriber and/or user(s) and/or Subscriber's Third Parties business partner re-exporting Offerings in violation of embargoes or sanctions referred to in 8.2 above, and Subscriber shall compensate Company for all losses and expenses resulting thereof.

8.6 **Reservation.** Company shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Subscriber acknowledges that Company may be obliged under the Export Regulations to limit or suspend access by Subscriber and/or user(s) to the Offerings.

Section 9.0 Miscellaneous

9.1 **Compliance with Laws.** Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

9.2 **Publicity**. Company is permitted to: (i) include Subscriber's name and logo in accordance with Subscriber's trademark guidelines; and (ii) list the Cloud Services and Professional Services selected by Subscriber, in public statements and client lists. Subscriber agrees to participate in press releases, case studies and other collateral using quotes or requiring active participation, the specific details of which shall be subject to mutual consent.

9.3 **Relationship of the Parties.** Company is performing pursuant to this Agreement only as an independent contractor. Company has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between
Company and Subscriber. Company shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.4 **Waiver**. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently

enforce any of its rights, whether relating to the same or a subsequent matter.

9.5 **Assignment**. This Agreement will extend and be binding upon the successors, legal representatives, and permitted assignees of the parties. However, this Agreement and the rights granted under this Agreement may not be assigned, sublicensed or otherwise transferred (by operation of law or otherwise) by Subscriber without the prior written consent of Company. Any attempted assignment in violation of this Section will be void.

9.6 **Force Majeure.** Subject to the limitations set forth below and except for fees due for Orders rendered, neither party shall be held responsible for any delay, default, or failure to perform any obligations under this Agreement due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.

9.7 **Entity, Governing Law, Notices and Venue.** All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to Company at notice@brightlysoftware.com. Any dispute arising out of or in connection with this Agreement will be resolved as set forth in the table below: The Company entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

(a) In the **United States and all other domiciles not otherwise mentioned,** the Company entity is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software. The applicable law will be the laws of the state of Delaware, USA; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Delaware, USA unless Subscriber is a public entity in which case the applicable law will be the state law where it is domiciled and any dispute will be subject to the jurisdiction of the applicable courts where it is domiciled. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court for any such disputes.

(b) In **Canada**, the Company entity is Brightly Software Canada, Inc., an Ontario corporation, and the notice address shall be 1577 North Service Road East, Oakville, Ontario, Canada L6H 0H6 Canada, Attn: Brightly Software. The applicable law will be the laws of Ontario; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Ontario, Canada, without regard to the principles of conflicts of law.

(c) In the **United Kingdom or a country in Europe,** the Company entity is Brightly Software Limited, a limited company in England, the notice address shall be Pinehurst 2, Pinehurst Road, Farnborough, Hampshire, GU14 7BF Attn: Brightly Software. The applicable law will be the laws of England; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be London, England.

(d) In **Australia, New Zealand, a country in Asia/Oceania,** the Company entity is Brightly Software Australia Pty Ltd, a proprietary limited company in Australia, and the notice address shall be Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, Attn: General Counsel. The applicable law will be the laws of Victoria, Australia; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Melbourne, Victoria, Australia.

If a dispute is subject to arbitration as described in this Section 9.7, arbitrators will be appointed in accordance with the ICC Rules, the language used for proceedings will be English, and orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Nothing in this Section 9.7 will restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable law and to the extent it would not result in the invalidity or inapplicability of this Section 9.7, the parties agree that Company, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Subscriber has its place of business, to: (i) enforce Brightly IP rights, or (ii) for the payment of amounts due for any Offering.

9.8 **Company Affiliates and Subcontractors**. Company or its Affiliates may exercise Company's s rights and fulfill Company's obligations under this Agreement. Company may use resources in various countries to provide Offerings, including unaffiliated subcontractors. Company remains responsible for its obligations under this Agreement.

9.9 **Interpretation of Agreement.** The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 **No Third Party Beneficiaries**. No person or entity not a party to the Agreement shall be deemed to be a Third Party beneficiary of this Agreement or any provision hereof.

9.11 **Severability.** The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 **Entire Agreement.** This Agreement, including any applicable Order, constitutes the full and complete agreement between Subscriber and Company with respect to the subject matter thereof and supersedes any previous or contemporaneous agreements or communications, whether written or verbal, relating to such subject matter. The reference to a document that refers to another document will be deemed to also include such other document, unless otherwise stated therein. This Agreement may not be varied except as set out in an Order or otherwise executed in writing by manual signatures or electronic signatures of authorized representatives of both parties or via an online mechanism, if so provided explicitly for such purposes by Company. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to any order, and will not supplement or modify this Agreement irrespective of any language to the contrary in such document. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

9.13 **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify Company.

9.14 **Cooperative Use**. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Cloud Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.15 **Modifications**. Company may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, Company shall notify Subscriber.

9.16 **USA Government Subscribers.** The Cloud Service and its Documentation and Content are "Commercial Items," "Commercial Computer Software" and "Computer Software Documentation" as defined 48 C.F.R. §. 2.101 and 48 C.F.R. §. 252.227-7014(a)(1) and (a)(5), as applicable. Pursuant to 48 C.F.R. §. 12.212, and 48 C.F.R. §. 227.7202, as revised, the U.S. Government acquires the Cloud Service and its Documentation and Company Content subject to the terms of this Agreement. Company will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

Section 10.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

10.1 "Access Credentials" means any user's name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Cloud Service.

10.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Cloud Service(s).

10.3 "Account User" means each person or entity that access an Offering under this Agreement, whether such access is given by Subscriber, by Company at Subscriber's request, or by a third party authorized by Subscriber.

10.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

10.5 "Brightly IP" means all patents, patent applications, copyrights, trade secrets and other intellectual property rights in, related to, or used in the provision or delivery of any Order or technical solution underlying an Order, and any improvement, modification, or derivative work of any of the foregoing.

10.6 "Cloud Service" or "Cloud Services" means Company's branded offerings of cloud-based online services and associated cloud-based API (application programming interfaces) made available by Company, as updated, enhanced or otherwise modified from time-to-time. Cloud Service excludes Subscriber Data and Third Party Content.

10.7 "Content" means audio and visual information, documents, content, materials, products and/or software.

10.8 "Documentation" means the user instructions, learning material, functional or technical documentation, and API information relating to the Cloud Service made available to Subscriber by Company in print, online or embedded as part of help functions, which may be updated from time to time.

10.9 "Brightly Software" or "Company" means Brightly Software, Inc., Brightly Software Canada Inc., Brightly Software Australia Pty Ltd, and Brightly Software Limited, together with their affiliates, successors and assigns.

10.10 "Order" means Company's ordering document, online purchasing form, statement of work, or end user license agreement (EULA) used to order Company Cloud Services and/or Professional Services. By entering into an Order, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.

10.11 "Offering" means an individual offering made available by Company and identified on an Order, which consists of Cloud Services, Professional Services or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.

10.12 "Previews" means Cloud Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, preview, pre-release, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

10.13 "Professional Service" means the training, technical, consulting and/or other services, excluding Cloud Services, to be performed by Company that are ordered by Subscriber on an Order or provided without charge (if applicable).

10.14 "Subscriber" means the legal entity identified on the Account, on behalf of itself and its Affiliates and its and their employees, consultants, and (sub)contractors.

10.15 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber, including that which the Account Users input or upload to the Cloud Service.

10.16 "Subscriber-Hosted Software" means Company's suite of software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order or provided without charge (if applicable) and made available by Company, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.

10.17 "Subscription Fee" means the fee invoiced to Subscriber by Company prior to the Subscription Term, which is required to be paid in order for Subscriber to be permitted to access and use the Cloud Service.

10.18 "Third Party" means a party other than Subscriber or Company.

10.19 "Third Party Content" means Content, applications and services owned or controlled by a Third Party and made available to Subscriber by the Third Party through or in connection with Cloud Services.

V.3

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: March 12, 2024
SUBJECT: **Request Approval of Professional Services Agreement with Holcomb Law Office for a Term of May 1, 2024, to April 30, 2026, at $215.00 Per Hour for Collective Bargaining and Legal Services Rendered and Administrative Services are Billed at $49.00 Per Hour - Lance A. Pyle**

This agreement is only used as needed for Personnel related matters; investigations, etc.

Prepared by Kaitlin Bentley
Last updated on 02/28/2024

ATTACHMENTS:

- Curry County PSA 2024.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of March, 2024, by and between Curry County, a New Mexico County ("County"), and Holcomb Law Office ("Contractor").

1. SCOPE OF WORK.

The Contractor shall provide advice and assistance to the County in the following areas: (1) to represent the County in employment and labor issues, as needed; (2) to provide legal advice and representation, as needed; and (3) as otherwise directed by the County.

2. COMPENSATION.

A. The County shall pay to the Contractor the sum of $215.00 per hour for collective bargaining and legal services rendered. Administrative services are billed at $49.00 per hour. The Contractor shall be paid mileage at the IRS business mileage rate per mile, one-way travel time, and actual lodging expenses (excluding meals), if required. Postage, large volume copying, and other expenses as required at cost.

B. The County shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Agreement. Payment shall be made at the end of each month, upon receipt of a detailed statement containing a report of work completed and disposition of same.

C. A minimum on site charge of three (3) hours is charged for all on site visits.

D. Payment shall be made at the end of each month, upon receipt of a detailed statement containing a report of work completed and disposition of same. Payments past due over ninety (90) days may be assessed a five percent (5%) late fee charge per month.

E. The County will be provided a copy of file documents during the term of representation. Any additional copies, including a copy of the file during or after termination of this contract, will be provided at actual cost for the copies, preparation thereof, and any delivery/shipment.

3. TERM.

The term of this Agreement is May 1, 2024, through April 30, 2026, unless sooner terminated pursuant to this Agreement.

4. TERMINATION.

This Agreement may be terminated by either party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. STATUS OF CONTRACTOR.

The Contractor, and its agents and employees, are independent contractors performing professional services for the County and are not employees of the County. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement.

6. ASSIGNMENT.

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

7. SUBCONTRACTING.

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

8. RECORDS AND AUDIT.

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the County, the Department of Finance and Administration, and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

9. APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Agreement. If sufficient appropriations and authorization are not made by the County, this Agreement shall terminate upon written notice being given by the County to the Contractor. Payment for all services rendered prior to written notice being served upon the Contractor shall be due and payable by the County. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

10. RELEASE.

The Contractor, upon final payment of any amounts due under this Agreement, releases the County, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. CONFIDENTIALITY.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

12. AMENDMENT.

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

13. SCOPE OF AGREEMENT.

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereto, 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 embodied in this Agreement.

14. APPLICABLE LAW.

This Agreement shall be governed by the Ordinances of the County and the laws of the State of New Mexico.

15. SUCCESSION PLAN.

Contractor has in place a Succession Plan in the event of the attorney's extended incapacity, disability, or death. The State Bar of New Mexico may be contacted for further information.

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

By_____
Lance A. Pyle, County Manager

CONTRACTOR:

By_____
Dina E. Holcomb, Esq.
Holcomb Law Office

State Taxation and Revenue
Department Taxpayer
Identification Number:
03-285829-00-9

Federal Taxpayer
Identification Number:
46-4701889

V.4

Public Services Department

TO: Board of County Commissioners
FROM: Ben Roberts
DATE: March 12, 2024
SUBJECT: **Request Approval to Purchase Power Distribution Boxes and Extension Cords in the Amount of $15,365.86 for Use at the Livestock Pavilion - Ben Roberts**

The Livestock Pavilion was designed to utilize the distribution boxes and they will be used to supply power to the pens and stalls.

Prepared by Kaitlin Bentley

Last updated on 02/28/2024

ATTACHMENTS:

- Fairgrounds Power Boxes memo Signed.pdf
- Spider Box Quotes.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

MEMO TO FILE:

CC: Lance A. Pyle, Ben Roberts & KC Messick

Date: February 28, 2024

The Fairgrounds has requested to purchase 32 new power boxes for the Livestock Pavilion.

The Fairgrounds submitted three (3) quotes to Purchasing. Those quotes are detailed below.

Fuller Supply - $19,862.78
Milspec - $15,365.86
Grainger - $25,796.16

As three (3) quotes were provided to Purchasing, the Fairgrounds has done their due diligence and this purchase is in compliance with Procurement Code. Milspec is the lowest quote, the Fairgrounds is approved to move forward with the purchase using Milspec as the vendor.

Melynda Crouch
Purchasing Agent

MILSPEC® INDUSTRIES

QUOTE

Date	New	Repeat	Account#	Your Account Executive	Contact#
02/26/2024				RECENDEZ, VANESSA	800-234-8910 ext:

Buyer	Quote#	Terms	Freight	Ship Date	Validity
Joshua Jeffs	35380	CASH IN ADVANCE	Prepaid		03/11/2024

TO:

Curry County Events Center

Special Instructions

SPECIAL PRICING, PAID FREIGHT APPROVED-V.R.

Item Number	Description	Qty	Price	Extension
D18511000YW	Power Distribution Box (Yellow)	32	$399.00	$12,768.00
D19004168	50' 6/4 SOOW Ext Cord Blk W/MACS6364N & MACS6365N (Black)	4	$349.93	$1,399.72
D19004167	100' 6/4 SOOW Ext Cord Blk W/MACS6364N & MACS6365N (Black)	2	$599.07	$1,198.14
			TOTAL	**$15,365.86**

Thank You for the opportunity to quote. We appreciate your consideration and have enclosed your special pricing, terms and delivery. If there are any more questions or information required, please don't hesitate to contact us. We look forward to turning this quote in an order!

For further information or questions please contact: RECENDEZ, VANESSA
Main Office Milspec Industries • 5825 S. Greenwood Ave • Los Angeles • CA • 90040
Ph: 800-234-8910 • Email: vanessar@milspecind.com • Fax: 800-954-1856

MILSPEC® INDUSTRIES

POWER TECH

Temporary Power Distribution Box



Power Tech®'s Temporary Power Distribution Box is used by contractors on jobsites (indoor or outdoor) to provide and distribute power from temporary power poles or jobsite generators. Our box is ETL approved for indoor and outdoor use. All outlets have circuit breaker overload protection and all U-Ground outlets are GFCI protected. This offers the highest levels of electrical safety. Multiple 15/20A outlets, and 30A and 50A Twistlocks provide the most popular power outlets that contractors use.

FEATURES

- Power Tech® boxes are used for all types of general construction, roofing, rentals, tradeshows, entertainment events, and wherever portable power is needed.
- We use heavy duty impact resistant steel and special yellow epoxy paint for high visibility, safety, rust resistance and durability.
- Our box is fitted with heavy duty impact and spring-back weatherproof covers which keep out dirt and moisture from the outlets.
- Our GFCI protected duplex receptacles offer open-neutral and reverse-phasing protection for safety .
- These GFCIs offer electrical shock protection by interrupting the circuit when a fault current of 6mA or more is detected.
- Power Tech®'s GFCIs meet the latest UL requirements for continuous self-testing and line/load protection which features an LED light on the receptacle face to indicate your GFCI receptacle is active.
- 7 Individual integrated circuit breakers offer overload protection to each outlet.
- Meets latest ETL & UL 1640 requirements for temporary power, and UL 943 requirements for GFCIs.

WARNING: ⚠This product can expose you to chemicals including lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Part number
D18511000YW

Length
n/a

Description
Power Distribution Box

Product line
Power Tech® Distribution Box

Color
Yellow

Gauge/Conductors
n/a

Wire type
n/a

Certifications
cETLus, OSHA

Electrical ratings
50A - 125/250V

Inlet



50A
125/250V
CS6375

Output/Feed Through



50A
125/250V
CS6369

Outlets

(10) 

20A - 125V
5-20R (DUPLEX)*
(GFCI Protected)

(1) 

30A - 250V
L6-30R

* Accepts 5-15 & 5-20 straight blade plugs

To: CCEC

From: Fuller Supply 3-13-23
2416 Ashford
Clovis, NM 88101

Attention: Josh

Job Name: Spider Boxes

Total: $537.14 each for boxes x 32 = $17,188.48
$351.43 each for 50' cords x 4
$634.29 each for 100' cords x 2

$19,862.78

Bill of materials is based on information provided.

QUOTE NOTES: Cut sheets attached

- Smaller Footprint means lighter and easier to move and store
- (10) 5-20R Leviton Outlets vs. the standard 6 outlets (All GFCI Protected)
- (1) L6-30R Receptacle
- (7) Heavy Duty Eaton Circuit Breakers
- 50A Pass through Inlet and Outlet
- Heavy duty impact resistant steel

Robert Thornton
Ph. 799-7812
email: robert@fullersupply.com
Fuller Electric Supply
Normal billing terms apply.

CENTURY WIRE AND CABLE

50ft 6/3-8/1 STW Temporary Power Extension Cords with "CGM"

CGM™ PROTECTED
Continuous Ground Monitoring Safety System



Our heavy duty 6/3-8/1 Temporary Power Extension Cords are molded with our exclusive "CGM" Continuous Ground Monitoring ends. These CGM ends have lighted amber power check male plugs with green ground check female connectors. These cords are used with "spider boxes" or "power sleds" to provide power from temporary power poles or jobsite generators. These boxes have multiple outlets of 15A, 20A, and 30A, providing power for portable power tools and lighting equipment.

FEATURES

- 6/3 – 8/1 STW (600V) Heavy Duty Outdoor Water Resistant Cable
- Tough, STW (600V) heavy duty abrasion resistant jacket guarantees extra hard service use
- Coldweather -40°F vinyl jacketing ensures full flexibility in temperatures well below freezing
- All 50A-125/250V (CS6364 & CS6365) Plugs & Connectors are molded on and will not pull away from the cord body
- Lighted amber neon Power Check plug monitors incoming power
- Patented CGM™ connector features a green neon Ground Check light that indicates ground continuity
- Jacket Color: Black
- Lengths: 50ft, & 100ft
- UL Listed molded Plug & Connector

WARNING: ⚠This product can expose you to chemicals including lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Part number
D12363050

Length
50'

Description
6/3 + 8/1 STW Temp Power Cord with CGM

Product line
Century Temp Power Cord

Color
Black

Gauge/Conductors
6/3 + 8/1

Wire type
STW

Certifications
n/a

Electrical ratings
50A, 125/250V

Product packaging
Cuff wrapper

Unit dimensions D x W x H (inches)
15.0 x 15.0 x 7.0

Unit weight (lbs)
35

Master carton type
Plain corrugated

Master carton dimensions D x W x H
16.0 x 16.0 x ?

Master carton weight (lbs)
?

Master carton case quantity
1

Master carton cube (cu. ft.)
1.2

UPC
661899 135022

Custom Print Available, Absolutely Free! Allow 7 Extra Days For Delivery.

We'll print your customer's name and telephone number every 12 inches down the entire length of the cord. Printed cords discourage jobsite theft and provide instant advertising and company recognition which will promote more business.

CENTURY WIRE AND CABLE

100ft 6/3-8/1 STW Temporary Power Extension Cords with "CGM"

CGM™ PROTECTED
Continuous Ground Monitoring Safety System



Our heavy duty 6/3-8/1 Temporary Power Extension Cords are molded with our exclusive "CGM" Continuous Ground Monitoring ends. These CGM ends have lighted amber power check male plugs with green ground check female connectors. These cords are used with "spider boxes" or "power sleds" to provide power from temporary power poles or jobsite generators. These boxes have multiple outlets of 15A, 20A, and 30A, providing power for portable power tools and lighting equipment.

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- Lighted amber neon Power Check plug monitors incoming power
- Patented CGM™ connector features a green neon Ground Check light that indicates ground continuity
- Jacket Color: Black
- Lengths: 50ft, & 100ft
- UL Listed molded Plug & Connector

WARNING: ⚠ This product can expose you to chemicals including lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Part number
D12363100

Length
100'

Description
6/3 + 8/1 STW Temp Power Cord with CGM

Product line
Century Temp Power Cord

Color
Black

Gauge/Conductors
6/3 + 8/1

Wire type
STW

Certifications
n/a

Electrical ratings
50A, 125/250V

Product packaging
Cuff wrapper

Unit dimensions D x W x H (inches)
18.0 x 18.0 x 8.0

Unit weight (lbs)
67

Master carton type
Plain corrugated

Master carton dimensions D x W x H
19.0 x 19.0 x ?

Master carton weight (lbs)
?

Master carton case quantity
1

Master carton cube (cu. ft.)
1.2

UPC
661899 135046

Custom Print Available, Absolutely Free! Allow 7 Extra Days For Delivery.

We'll print your customer's name and telephone number every 12 inches down the entire length of the cord. Printed cords discourage jobsite theft and provide instant advertising and company recognition which will promote more business.

CENTURY WIRE AND CABLE

POWER TECH

Temporary Power Distribution Box



Intertek OSHA

Power Tech®'s Temporary Power Distribution Box is used by contractors on jobsites (indoor or outdoor) to provide and distribute power from temporary power poles or jobsite generators. Our box is ETL approved for indoor and outdoor use. All outlets have circuit breaker overload protection and all U-Ground outlets are GFCI protected. This offers the highest levels of electrical safety. Multiple 15/20A outlets, and 30A and 50A Twistlocks provide the most popular power outlets that contractors use.

FEATURES

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- We use heavy duty impact resistant steel and special green epoxy paint for high visibility, safety, rust resistance and durability.
- Our box is fitted with heavy duty impact and spring-back weatherproof covers which keep out dirt and moisture from the outlets.
- Our GFCI protected duplex receptacles offer open-neutral and reverse-phasing protection for safety .
- These GFCIs offer electrical shock protection by interrupting the circuit when a fault current of 6mA or more is detected.
- Power Tech®'s GFCIs meet the latest UL requirements for continuous self-testing and line/load protection which features an LED light on the receptacle face to indicate your GFCI receptacle is active.
- 7 Individual integrated circuit breakers offer overload protection to each outlet.
- Meets latest ETL & UL 1640 requirements for temporary power, and UL 943 requirements for GFCIs.

WARNING: ⚠This product can expose you to chemicals including lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Part number
D18511000GN

Length
n/a

Description
Power Distribution Box

Product line
Power Tech® Distribution Box

Color
Green

Gauge/Conductors
n/a

Wire type
n/a

Certifications
cETLus, OSHA

Electrical ratings
50A - 125/250V

Product packaging
Carton

Unit dimensions D x W x H (inches)
15.0 x 18.5 x 13.0

Unit weight (lbs)
24.4

Master carton type
Plain corrugated

Master carton dimensions D x W x H
15.5 x 18.5 x 13.0

Master carton weight (lbs)
26

Master carton case quantity
1

Master carton cube (cu. ft.)
2.2

UPC
661899 831696

Inlet



50A
125/250V
CS6375

Output/Feed Through



50A
125/250V
CS6369

Outlets

(10) 

20A - 125V
5-20R (DUPLEX)*
(GFCI Protected)

(1) 

30A - 250V
L6-30R

* Accepts 5-15 & 5-20 straight blade plugs

GRAINGER

Cart

Order Summary

Subtotal $25,796.16

Estimated Tax N/A

Estimated Shipping $368.15

Estimated Total $26,164.31



SOUTHWIRE

Power Distribution Box: 120/240V AC, 50 A Amps, CS6365, (4) 5-20R GFCI, 3 Poles, 4 Wires

Item # 4MZX8

Availability

Expected to arrive **Wed. Feb 28 - Thu. Feb 29.**

Reference Info

PO Line #

Part #

Special Notes

Products You Have Recently Viewed



SOUTHWIRE

Power Distribution Box: 120/240V AC, 50 A Amps,...

Item # 4MZX8

Your Price

$806.13 / each

Qty 1 Add to Cart



SOUTHWIRE

Power Distribution Box: 120/240V AC, 30 A Amps,...

Item # 4MZX6

Your Price

$733.47 / each

Qty 1 Add to Cart



SOUTHWIRE

Power Distribution Box: 120/240V AC, 50 A Amps,...

Item # 3GUJ5

Your Price

$1,467.51 / each

Qty 1 Add to Cart

V.5

Road Dept Department

TO: Board of County Commissioners
FROM: Walon Jones
DATE: March 12, 2024
SUBJECT: **Request Approval of Application for Work, Excavating, Boring, Cross Cuts or Other Cuts from Plateau Telecommunications, Inc. for Installation of Fiber Optic Line on Curry Road 13 in Between Curry Road C and Curry Road D - Walon Jones**

Prepared by Kaitlin Bentley
Last updated on 03/05/2024

ATTACHMENTS:

- 3.12.24 5B- Curry Road 13 Parallel located in Pleasant Hill, NM for Kelly Ashcraft for WO# 20997 (1).pdf

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

Date of Application: 3/5/2024

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 13 (Crossing and then parallel South side) in between Curry Road C and Curry Road D.

Describe Project: Bury a new telecommunications cable via plowing, trenching, and /or boring crossing CR 13 and parallel to the South side of CR 13 (between CR C and CR D) 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 March 12, 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.

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

[Attachment C]

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
Total	$ 200.00

[Attachment C]

Kelly Ashcraft / WO# 20997

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

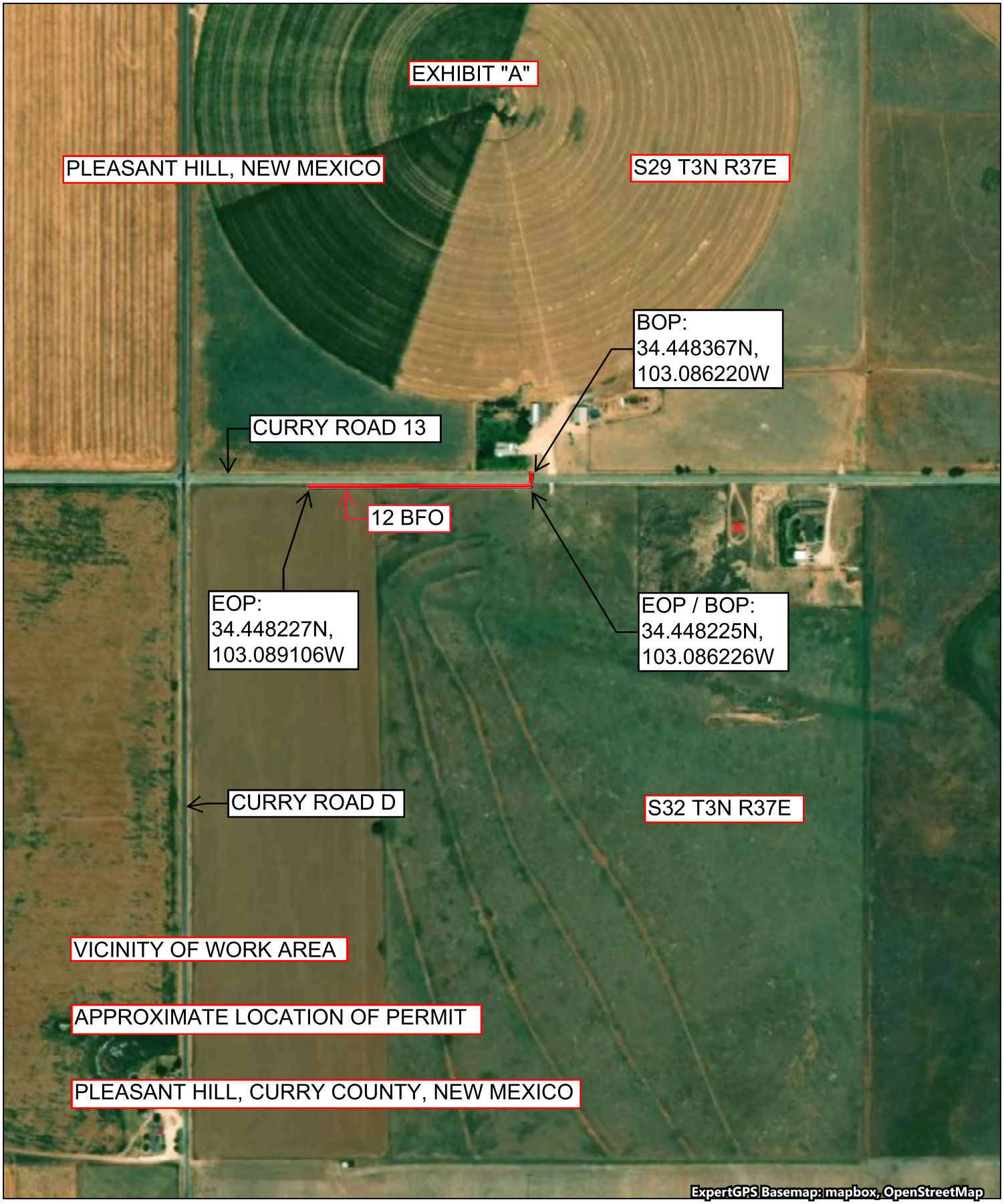
The above application was presented for consideration by the Curry County Road Superintendent of Curry County, New Mexico this _____ day of _____, 20____. Said application was granted upon the terms and conditions therein stated.

ATTEST:

_____ Road Superintendent

_____ Curry County Clerk

[Attachment C]

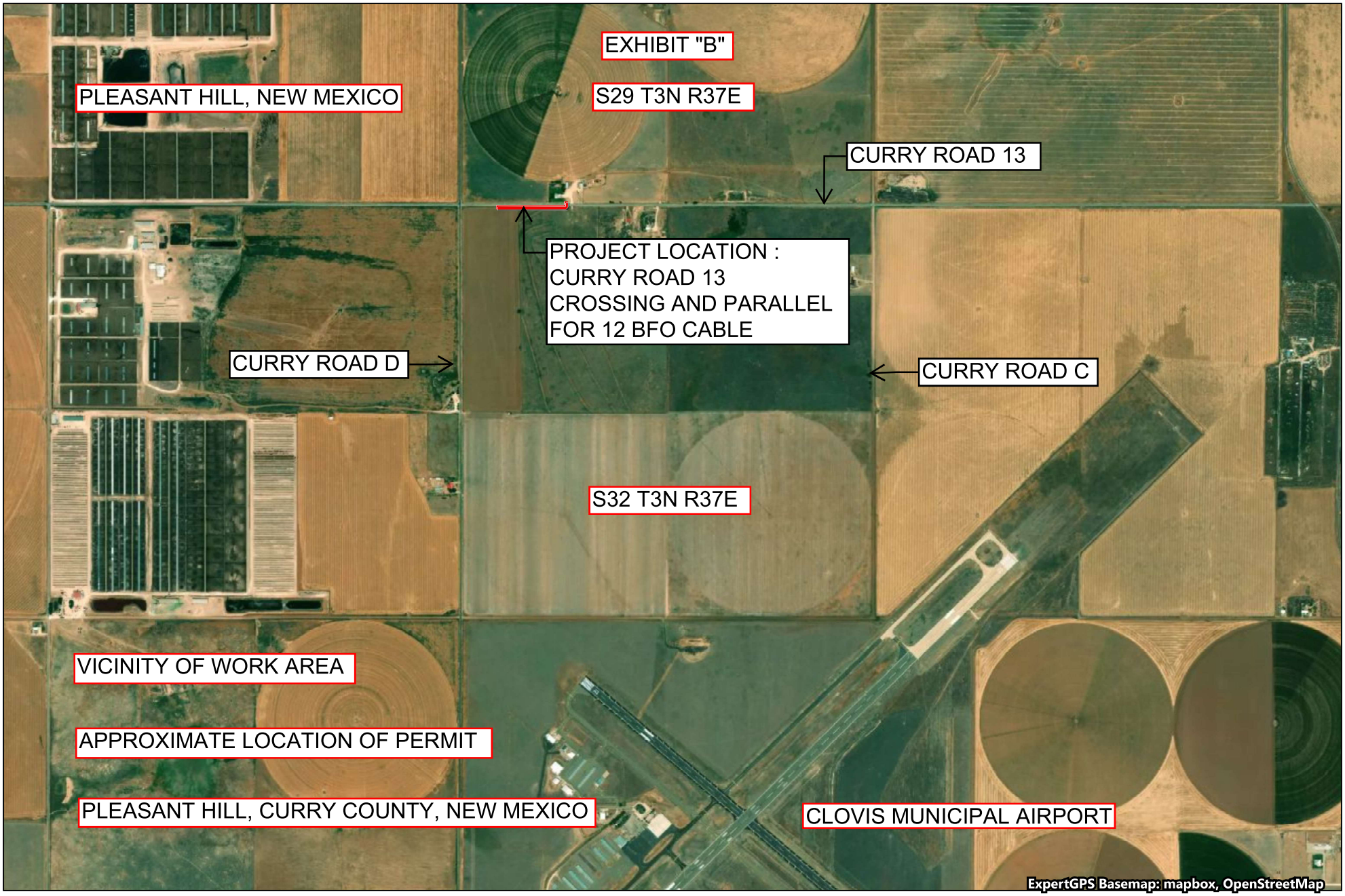


ExpertGPS

200 ft

MN

6°12'



ExpertGPS

500 ft

MN

6°12'

V.6

Road Dept Department

TO: Board of County Commissioners
FROM: Walon Jones
DATE: March 12, 2024
SUBJECT: **Request Approval of 2215 Bush Hog Shredder from Wood Equipment Through Sourcewell Contract in the Amount of $24,252.50 a Replacement of the Shredder that Caught on Fire in Broadview - Walon Jones**

Prepared by Kaitlin Bentley
Last updated on 03/05/2024

ATTACHMENTS:

- 3.12.24 Bush Hog Sourcewell Member Discount Schedule Price Clarification 2-2022.pdf
- 3.12.24 Bush Hog Shredder - SOurcewell.pdf
- 3.12.24 Memo for Bush Hog Shredder.pdf







SOURCEWELL CONTRACT PROPOSED
MEMBER DISCOUNT SCHEDULE
United States & Canada

Product Description	Discount Off Sourcewell Price Book*
• Wide Area Mowers, Equipment, Supplies, and Accessories	30%
• All Other Cutters and Shredders, Equipment, Supplies, and Accessories	30%
• Multi-unit, volume discount will be considered on a case-by-case basis.	

Product Description	Discount Off Current List Price Book*
• OEM Parts	2%

Product Description	Negotiated Price
• Tractor Mower Operator Safety Training (T.M.O.S.T.)	To Be Determined, Based on Requirements

*** Set-up/PDI, Factory and Local Freight will be added as separate line items**

Sales In Canada

Sales in Canada will go through authorized Bush Hog dealers. The dealer will quote the Canoe member in Canadian dollars based on the Sourcewell contract US dollar list price and applicable member discount plus the current exchange rate at the time of the request and any set-up/PDI, freight and/or border fees applicable. The pricing will be held for 15 days due to the fluctuation of the exchange rate.

BUSH HOG®

Sourcewell Formerly NJPA Awarded Contract

MEMBER NO. _____
CONTRACT NO. 070821-BHG

QUOTE FORM

PO to be issued to Dealer

DATE 2/14/2024
Quote valid for 60 Days

Remit PO to:
Servicing Dealer WOOD EQUIPMENT Sales Rep CLAY

Address 5500 MABRY DR

City CLOVIS State NM Zip 88101 Phone (575) 762-4453

Ship to:
Agency Name CURRY COUNTY ROAD DEPT Attn

Address

City CLOVIS State NM Zip 88101 Phone

Qty	Part No.	Description		List Price	Extended Price
1	12215RR1	2215 W/ DECK RINGS		$24,538.00	$24,538.00
1	50082326	1 3/8 DRIVELINE		$1,850.00	$1,850.00
1	50070267	DUAL AXLE ARMS		$1,842.00	$1,842.00
1	50068188	SINGLE WING AXLE		$1,476.00	$1,476.00
1	50083457	FOAM FILLED TIRES		$3,966.00	$3,966.00
1	50076835	CHAINS		$1,713.00	$1,713.00
1	50082034	HYD HOSE KIT		$100.00	$100.00
					$0.00
					$0.00
		CONFIGURED PRICE			$35,485.00
		LESS SOURCEWELL MEMBER DISCOUNT	.30		$10,645.50
		CONFIGURED PRICE SURCHARGE	0.00		$0.00
		SUBTOTAL			$24,839.50
		FACTORY/LOCAL FREIGHT			$913.00
		SET-UP/PDI			$1,000.00

Optional Equipment

1		WOOD EQUIPMENT DISCOUNT		-$2,500.00	-$2,500.00
					$0.00
					$0.00
		SOURCEWELL MEMBER TOTAL PRICE			$24,252.50

NOTES

DEALER SIGNATURE _____ DATE _____

DISCLAIMER: THIS QUOTE IS SUBMITTED BY A BUSH HOG DEALER AND NOT FROM BUSH HOG, INC.

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 & Walon Jones

Date: March 5, 2024

The Road Department is requesting to purchase a Bush Hog Shredder.

Purchasing was provided with a quote from Wood Equipment utilizing a Sourcewell price agreement. Since Wood Equipment is part of a price agreement with Sourcewell, there is no need for additional quotes. Below is the price agreement contract number with the total for the Bush Hog Shredder.

Sourcewell Contract Number 070821-BHG

Quote— Bush Hog Shredder - $24,252.50

The pricing is pursuant to the contract. The Road Department is approved to move forward with the purchase of the Bush Hog Shredder.

Melynda Crouch
Purchasing Agent

V.7

Finance Department

TO: Board of County Commissioners
FROM: Troy Hall
DATE: March 12, 2024
SUBJECT: **Request Approval of Accounts Payable Checks #148826 thru #149118; Payroll Checks #54945 thru #54948; Direct Deposit Payroll Checks #78232 thru #78698; Purchase Card Expenditures 12/14/23 thru 1/14/24 for a Total of $2,960,580.68 - Troy Hall**

Prepared by Kaitlin Bentley
Last updated on 03/05/2024

ATTACHMENTS:

- FIN DOC - 031262024.pdf

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
01	148826	137.50	02/09/2024	p	UNITED WAY	UNITEDWY DED PAYDAY 02/09/2024
01	148827	7629.69	02/09/2024	p	TAXATION & REVENUE DEPT	STATE DED PAYDAY 02/09/2024
01	148828	44.26	02/09/2024	p	CURRY COUNTY	MISC DED PAYDAY 02/09/2024
01	148829	16889.76	02/09/2024	p	NEW MEXICO BANK & TRUST	FEDTAX DED PAYDAY 02/09/2024
01	148830	899.00	02/09/2024	p	VARIABLE ANNUITY LIFE INS. CO.	VALIC DED PAYDAY 02/09/2024
01	148831	23.85	02/09/2024	p	ANTHEM LIFE INSURANCE CO.	ANTHEM DED PAYDAY 02/09/2024
01	148832	36190.06	02/09/2024	p	NEW MEXICO BANK & TRUST	FICA DED PAYDAY 02/09/2024
01	148833	8463.83	02/09/2024	p	NEW MEXICO BANK & TRUST	MEDICR DED PAYDAY 02/09/2024
01	148834	121.00	02/09/2024	p	GLOBE LIFE & ACCIDENT INSURANCE	GLOBE IN DED PAYDAY 02/09/2024
01	148835	200.00	02/09/2024	p	AMERICAN HERITAGE	AMHRTG#2 DED PAYDAY 02/09/2024
01	148836	200.00	02/09/2024	p	USAA FEDERAL SAVINGS BANK	USAAOD DED PAYDAY 02/09/2024
01	148837	175.00	02/09/2024	p	PIONEER BANK	PIONEERB DED PAYDAY 02/09/2024
01	148838	400.00	02/09/2024	p	FIRST CONVENIENCE BANK	FRSTOD DED PAYDAY 02/09/2024
01	148839	313.95	02/09/2024	p	CHILD SUPPORT-TEXAS	CHILDSPT DED PAYDAY 02/09/2024
01	148840	50.00	02/09/2024	p	THE NORTHERN TRUST COMPANY	TNOTRCOM DED PAYDAY 02/09/2024
01	148841	300.00	02/09/2024	p	CANNON FEDERAL CREDIT UNION	CANNONC2 DED PAYDAY 02/09/2024
01	148842	1400.00	02/09/2024	p	PENTAGON FEDERAL CREDIT UNION	PENFCUSV DED PAYDAY 02/09/2024
01	148843	44.56	02/09/2024	p	TRUSTMARK VOLUNTARY BENEFIT	TMKACC DED PAYDAY 02/09/2024
01	148844	86.62	02/09/2024	p	SUN LIFE FINANCIAL	SUNLIFE DED PAYDAY 02/09/2024
01	148845	1720.00	02/09/2024	p	VOYA FINANCIAL	DFRCMP DED PAYDAY 02/09/2024
01	148846	2027.10	02/09/2024	p	SUNRISE BANKS, N.A.	TRUECONN DED PAYDAY 02/09/2024
01	148847	440.00	02/09/2024	p	THE BANCORP BANK	BANCOROD DED PAYDAY 02/09/2024
01	148848	100.00	02/09/2024	p	ONEMAIN FINANCIAL GROUP LLC	GARNSH DED PAYDAY 02/09/2024
01	148849	144.55	02/09/2024	p	CHILD SUPPORT ENFORCEMENT OREGON	CHILDSP DED PAYDAY 02/09/2024
01	148850	1414.97	02/09/2024		AMAZON CAPITAL SERVICES, INC.	OFFICE SUPPLIES
01	148851	225.00	02/09/2024		AUTOIMAGE,LLC	9 RIGID SIGNS WITH DIGITALLY
01	148852	19631.99	02/09/2024		CENTRAL TAX EXEMPT INVESTMENTS	LEASE PURCHASE
01	148853	10702.51	02/09/2024		CHARLES OIL & GAS, INC.	PER CONTRACT FUEL INV179504
01	148854	158.37	02/09/2024		CINTAS CORPORATION NO. 2	UNIFORMS RD INV4182333024
01	148855	544.75	02/09/2024		CITY OF CLOVIS/GARBAGE	JAN 2024 EFFLUENT WATER
01	148856	241.46	02/09/2024		CLAIBORNE REFRIGERATION CO INC	REPAIRS ADC INV 39158
01	148857	250.00	02/09/2024		CLOVIS CURRY COUNTY CHAMBER	TICKET FOR CLOVIS/PORTALES
01	148858	135.70	02/09/2024		CLOVIS MEDIA INC	LEGAL NOTICE FOR LEGAL10596
01	148859	1066.67	02/09/2024		CURRY COUNTY ADMIN	RENT 816 N MAIN
01	148860	54.46	02/09/2024		EASTERN EQUIPMENT & SUPPLY	PARTS/SUPPLIES RD INV 35018/2
01	148861	50.00	02/09/2024		EASTERN NEW MEXICO UNIVERSITY	ENMU CAREER FAIR/TEACHER
01	148862	713.87	02/09/2024		ECOLAB, INC	JDC PEST CONTROL
01	148863	8166.99	02/09/2024		ELIOR, INC.	FEEDING OF PRISONERS
01	148864	8213.51	02/09/2024		ELIOR, INC.	FEEDING OF PRISONERS
01	148865	143.25	02/09/2024		EMPIRE PAPER COMPANY	SUPPLIES INV 0826728
01	148866	80.95	02/09/2024		FORREST TIRE CO INC	TIRES REPAIR/REP INV825631
01	148867	428.57	02/09/2024		FRANK G. MAGOURILOS	CCHC HEALTH PREVENTION
01	148868	869.33	02/09/2024		FRANK G. MAGOURILOS	BE-ATI PROGRAM
01	148869	7668.96	02/09/2024		GLOBAL SPECTRA LP	FEB 2024 MGT. FEE
01	148870	2158.75	02/09/2024		GRANICUS, LLC	MINUTE TRAQ DATA EXTRACTION
01	148871	1370.01	02/09/2024		HOLLAND'S CLOVIS OFFICE EQUIP	SHIFT BRIEFS, REDACTORS, FOLDERS
01	148872	8334.35	02/09/2024		HOLLAND'S CLOVIS OFFICE EQUIP	CANON COPIER PER CONTRACT
01	148873	8480.59	02/09/2024		JOHNSON BASSFORD CONSULTING	PROFESSIONAL GRANT WRITING
01	148874	25.05	02/09/2024		JONES, MARY JO	FGP STIPEND 1/21-2/3/24
01	148875	60.77	02/09/2024		LASITER, DEBORAH MAE	FGP STIPEND 1/21-2/3/24
01	148876	7165.55	02/09/2024		MACKE LAW & POLICY, LLC	JANUARY 2023 LEGAL SERVICES
01	148877	164.00	02/09/2024		MARTINEZ, ROSE ANN	FGP STIPEND 1/21-2/3/24
01	148878	42.00	02/09/2024		MCKENNA, AMY JO	PER DIEM PRISONER TRANSP
01	148879	95.00	02/09/2024		MELROSE TIRE SERVICE, INC	TIRES REPAIR/REP INV229890
01	148880	9.43	02/09/2024		MILLER, BONNIE W.	FGP TRAVEL 1/21-2/3/24
01	148881	254.44	02/09/2024		MONTANEZ, MARIA	FGP STIPEND 1/21-2/3/24
01	148882	3344.56	02/09/2024		MORRISON SHANNON E.	SUBSTANCE USE AND MENTAL
01	148883	9525.22	02/09/2024		NEW MEXICO GAS COMPANY INC	1401083 1720 CR 16
01	148884	495.25	02/09/2024		NM COMMISSION OF PUBLIC RECORDS	MICROFILM RECORDS STORAGE
01	148885	3686.95	02/09/2024		NM COUNTY INSURANCE AUTHORITY	CLAIM # LE-008459

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
01	148886	1200.00	02/09/2024		NURSTEAD CONSULTING SERVICES,LLC	DWI EDUCATION CLASS
01	148887	10.98	02/09/2024		PYLE, LANCE	REIMBURSE FOR SUPPLIES
01	148888	287.76	02/09/2024		PYLE, LANCE	NM LEGISLATIVE CONFERENCE
01	148889	249.24	02/09/2024		R AND D SERVICE CENTER, INC	HUB COVERS AND LUG NUT COVERS
01	148890	11.00	02/09/2024		RODERICK, HANNAH	PER DIEM PRISONER TRANSP.
01	148891	142.14	02/09/2024		ROMERO,TOMASITA MARGARITA	FGP STIPEND 1/21-2/3/24
01	148892	235.46	02/09/2024		SCREENVISION	ALLEN THEATER BE-ATI
01	148893	67.60	02/09/2024		SIRCHIE AQUISITION COMPANY, LLC	INTEGRITY BAGS
01	148894	5993.03	02/09/2024		SITES SOUTHWEST LLC	PROJECT-CURRY CO COMPREHENSIVE
01	148895	33.00	02/09/2024		SMITH, ED	PER DIEM PRISONER TRANSP
01	148896	697.15	02/09/2024		STAPLES CONTRACT & COMMERCIAL	TONER AND MOUSE PAD
01	148897	100.41	02/09/2024		STERICYCLE, INC	REGULAR SHRD SERVICE
01	148898	1252.26	02/09/2024		TEXAS TECH UNIVERSITY HEALTH	PROMOTIONAL ITEMS
01	148899	172.86	02/09/2024		TEXAS TECH UNIVERSITY HEALTH	PRINTING OF 988
01	148900	42.00	02/09/2024		THOMAS, SAMUEL	PER DIEM PRISONER TRANSP.
01	148901	461.72	02/09/2024		TMS TOTAL MAINTENANCE SOLUTIONS	PLUMBING PARTS
01	148902	1368.00	02/09/2024		VICTORY SUPPLY, LLC	UNIFORMS
01	148903	50.00	02/09/2024		WESTERN STATES INSURANCE	NOTARY BOND
01	148904	123.68	02/09/2024		WILSON, ANGELINA R.	FGP STIPEND 11/12-11/25/23
01	148905	14328.10	02/09/2024		XCEL ENERGY	300295610 818 N MAIN ST ADMIN
01	148906	1053.00	02/09/2024		YUCCA TELECOM COOP	13 JOTTO DESK MOUNTING PLATES
01	148907	6745.67	02/12/2024	p	NM RETIREE HEALTH CARE AUTH.	RETINS DED PAYDAY 02/09/2024
01	148908	1230.22	02/12/2024	p	NM RETIREE HEALTH CARE - LAW	RETINS L DED PAYDAY 02/09/2024
01	148909	59582.80	02/13/2024	p	PUBLIC EMPLOYEES RETIREMENT	PERA RG DED PAYDAY 02/09/2024
01	148910	10529.19	02/13/2024	p	PUBLIC EMPLOYEES - LAW	PERA LE DED PAYDAY 02/09/2024
01	148911	190.71	02/13/2024	p	TAXATION & REVENUE DEPT	STATE DED PAYDAY 02/13/2024
01	148912	233.88	02/13/2024	p	NEW MEXICO BANK & TRUST	FEDTAX DED PAYDAY 02/13/2024
01	148913	1023.00	02/13/2024	p	NEW MEXICO BANK & TRUST	FICA DED PAYDAY 02/13/2024
01	148914	239.25	02/13/2024	p	NEW MEXICO BANK & TRUST	MEDICR DED PAYDAY 02/13/2024
01	148915	25663.00	02/15/2024	V	ROADRUNNER HEALTH SERVICES, LLC	ALLOWABLE EXPENSES
01	148916	25633.00	02/15/2024		ROADRUNNER HEALTH SERVICES, LLC	ALLOWABLE EXPENSES
01	148917	443.90	02/16/2024		A-1 LOCKPROS INC	KEY FOR FILING CABINET
01	148918	939.60	02/16/2024		AUTOIMAGE,LLC	REMOVE AND INSTALL
01	148919	51.01	02/16/2024		BRASHEAR, DAWN M.	VOLUNTEER MILEAGE DEC 2023
01	148920	92.22	02/16/2024		BRIJA, DANNY L.	VOLUNTEER MILEAGE JAN 2024
01	148921	604.22	02/16/2024		BROCKETT, MICHAEL	2024 LETR STATE CONFERENCE
01	148922	32.73	02/16/2024		CARQUEST AUTO PARTS	PARTS/SUPPLIES INV 570382
01	148923	12616.00	02/16/2024		CATERPILLAR FINANCIAL SERVICES	INV 34981484 FEB 2024
01	148924	1797.80	02/16/2024		CENTRAL NM CORRECTIONAL FACILITY	HOUSING INMATES OUT OF COUNTY
01	148925	158.37	02/16/2024		CINTAS CORPORATION NO. 2	UNIFORMS INV4183099089
01	148926	2011.79	02/16/2024		CITY OF CLOVIS/GARBAGE	55248 REFUSE ADC
01	148927	4768.16	02/16/2024		CLAIBORNE REFRIGERATION CO INC	INSTALL DRINKING FOUN INV39232
01	148928	133.53	02/16/2024		CLAIBORNE REFRIGERATION CO INC	SEWER SMELL INV 39258
01	148929	2401.67	02/16/2024		CONNECT-A-PHONE INC.	CABLING AND ASSOCIATED AT CTHSE
01	148930	81.74	02/16/2024		COSLETT, CARL H.	VOLUNTEER MILEAGE JAN 2024
01	148931	71.26	02/16/2024		COSLETT, MELINDA SUE	VOLUNTEER MILEAGE JAN 2024
01	148932	50141.00	02/16/2024		CURRY COUNTY EVENTS CENTER	FEB 2024 CCEC FUNDING PMT.
01	148933	1300.00	02/16/2024		CURRY COUNTY EVENTS CENTER	REFUND FOR RENEWAL FEE
01	148934	6200.00	02/16/2024		DONA ANA COUNTY	HOUSING JUVENILES OUT OF COUNTY
01	148935	48.21	02/16/2024		DUNN, FERN M	VOLUNTEER MILEAGE JAN 2024
01	148936	17.82	02/16/2024		DURAN, CLEO M.	VOLUNTEER MILEAGE DEC 2023
01	148937	237.30	02/16/2024		EASTERN EQUIPMENT & SUPPLY	E5 CYLINDER REBUILT INV35129/2
01	148938	583.45	02/16/2024		EASTERN PLAINS COUNCIL OF	CDBG ADMINISTRATION
01	148939	8233.35	02/16/2024		ELIOR, INC.	FEEDING OF PRISONERS
01	148940	50.23	02/16/2024		EMPIRE PAPER COMPANY	SUPPLIES INV 0828116
01	148941	1000.00	02/16/2024		FIRST AMERICAN FIN ADVISORS, INC	JAN 24 FINANCIAL SERVICES
01	148942	22.01	02/16/2024		FISHER,JEAN R.	VOLUNTEER MILEAGE JAN 2024
01	148943	22373.21	02/16/2024		FRANK LEVACY TRUCKING LLC	PER CONTRACT HAULING CR8
01	148944	36.66	02/16/2024		GERMAIN, LEONA	VOLUNTEER MILEAGE DEC 2023
01	148945	26.20	02/16/2024		GREENE, JEFFREY	VOLUNTEER MILEAGE JAN 2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)		
01	148946	51.35	02/16/2024		HALL, ESTHER	VOLUNTEER MILEAGE JAN 2024		
01	148947	.70	02/16/2024		HOLLAND'S CLOVIS OFFICE EQUIP	INVOICE 240491 SHORT PAID		
01	148948	14000.00	02/16/2024		HUNDEN STRATEGIC PARTNERS, INC.	PLANNING AND STUDY FOR THE		
01	148949	1599.56	02/16/2024		IMAGINATION LIBRARY OF GRANT	BOOKS AND POSTAGE FOR		
01	148950	40.87	02/16/2024		JACKSON, SHANNON	VOLUNTEER MILEAGE JAN 2024		
01	148951	41.92	02/16/2024		LASITER, DEBORAH MAE	VOLUNTEER MILEAGE JAN 2024		
01	148952	22750.00	02/16/2024		LEA COUNTY TREASURER	HOUSING JUVENILES OUT		
01	148953	52.40	02/16/2024		MADRID, JANE E.	VOLUNTEER MILEAGE JAN 2024		
01	148954	13.86	02/16/2024		MARKS PIPE & IRON, INC	STEEL/SUPPLIES INV 225829		
01	148955	1257.00	02/16/2024		MATT 25, INC/LIFE SKILLS	DWI & DV COUNSELING		
01	148956	15.72	02/16/2024		MORALEZ, DOLORES S.	VOLUNTEER MILEAGE JAN 2024		
01	148957	772.91	02/16/2024		NAPA AUTO PARTS	PARTS/SUPPLIES INV944422		
01	148958	815842.00	02/16/2024		NM COUNTY INSURANCE AUTHORITY	LAW ENFORCEMENT PROGRAM		
01	148959	16745.00	02/16/2024		NM COUNTY INSURANCE AUTHORITY	VFIS INSURANCE		
01	148960	23.06	02/16/2024		OLLOM, KATHY	VOLUNTEER MILEAGE JAN 2024		
01	148961	22.88	02/16/2024		OREILLY AUTOMOTIVE, INC.	PARTS/SUPPLIES INV 477284		
01	148962	60.51	02/16/2024		PAPONETTA, LINDA	VOLUNTEER MILEAGE DEC 2023		
01	148963	56.78	02/16/2024		R AND D SERVICE CENTER, INC	PARTS/SUPPLIES INV 84654-00		
01	148964	628.00	02/16/2024		RIGG, LACI	CLASS FLOODPLAN E0273		
01	148965	15.72	02/16/2024		SERNA, JEANEANE K.	VOLUNTEER MILEAGE JAN 2024		
01	148966	1065.59	02/16/2024		SHV ENERGY USA, LLC	DIESEL REFIL ON GENERATOR		
01	148967	158.25	02/16/2024		SMITH DAVID D.	VOLUNTEER MILEAGE JAN 2024		
01	148968	733.98	02/16/2024		SNIDER ELECTRIC, INC	ELECTRICAL WORK FOR COUNTY		
01	148969	752.59	02/16/2024		SNIDER ELECTRIC, INC	ELECTRICAL WORK PER CONTRACT		
01	148970	573.40	02/16/2024		SOUTHERN TIRE MART LLC	P12 TIRES INV4910190321		
01	148971	49.26	02/16/2024		STANFORD, LINDA	VOLUNTEER MILEAGE JAN 2024		
01	148972	186.99	02/16/2024		TIREWORKS OF FARWELL, INC.	TIRES REPAIR/REPL INV80626		
01	148973	693.30	02/16/2024		TK ELEVATOR CORP.	ELEVETOR MAINTINAN PER CONTRACT		
01	148974	1348.15	02/16/2024		TRANE USA INC	QUARTERLY INSPECTION PER CONTRAC		
01	148975	403.33	02/16/2024		UNIFIRST CORPORATION INC.	UNIFORMS PER CONTTRACT		
01	148976	29.34	02/16/2024		WADE, JUDY	VOLUNTEER MILEAGE JAN 2024		
01	148977	221.36	02/16/2024		WAGNER EQUIPMENT CO.	PARTS/SUPPLIES INV P10C0886237		
01	148978	30.77	02/16/2024		WEIRAUCH,MONICA	VOLUNTEER MILEAGE DEC 2023		
01	148979	3328.50	02/16/2024		4 RIVERS EQUIPMENT LLC	CUTTING EDGES AND BOLTS BLADES		
01	148980	137.50	02/23/2024	p	UNITED WAY	UNITEDWY	DED	PAYDAY 02/23/2024
01	148981	7686.80	02/23/2024	p	TAXATION & REVENUE DEPT	STATE	DED	PAYDAY 02/23/2024
01	148982	17312.54	02/23/2024	p	NEW MEXICO BANK & TRUST	FEDTAX	DED	PAYDAY 02/23/2024
01	148983	899.00	02/23/2024	p	VARIABLE ANNUITY LIFE INS. CO.	VALIC	DED	PAYDAY 02/23/2024
01	148984	23.85	02/23/2024	p	ANTHEM LIFE INSURANCE CO.	ANTHEM	DED	PAYDAY 02/23/2024
01	148985	36624.30	02/23/2024	p	NEW MEXICO BANK & TRUST	FICA	DED	PAYDAY 02/23/2024
01	148986	8565.35	02/23/2024	p	NEW MEXICO BANK & TRUST	MEDICR	DED	PAYDAY 02/23/2024
01	148987	121.00	02/23/2024	p	GLOBE LIFE & ACCIDENT INSURANCE	GLOBE IN	DED	PAYDAY 02/23/2024
01	148988	200.00	02/23/2024	p	AMERICAN HERITAGE	AMHRTG#2	DED	PAYDAY 02/23/2024
01	148989	200.00	02/23/2024	p	USAA FEDERAL SAVINGS BANK	USAAOD	DED	PAYDAY 02/23/2024
01	148990	175.00	02/23/2024	p	PIONEER BANK	PIONEERB	DED	PAYDAY 02/23/2024
01	148991	400.00	02/23/2024	p	FIRST CONVENIENCE BANK	FRSTOD	DED	PAYDAY 02/23/2024
01	148992	313.95	02/23/2024	p	CHILD SUPPORT-TEXAS	CHILDSPT	DED	PAYDAY 02/23/2024
01	148993	50.00	02/23/2024	p	THE NORTHERN TRUST COMPANY	TNOTRCOM	DED	PAYDAY 02/23/2024
01	148994	300.00	02/23/2024	p	CANNON FEDERAL CREDIT UNION	CANNONC2	DED	PAYDAY 02/23/2024
01	148995	1400.00	02/23/2024	p	PENTAGON FEDERAL CREDIT UNION	PENFCUSV	DED	PAYDAY 02/23/2024
01	148996	44.56	02/23/2024	p	TRUSTMARK VOLUNTARY BENEFIT	TMKACC	DED	PAYDAY 02/23/2024
01	148997	86.62	02/23/2024	p	SUN LIFE FINANCIAL	SUNLIFE	DED	PAYDAY 02/23/2024
01	148998	1720.00	02/23/2024	p	VOYA FINANCIAL	DFRCMP	DED	PAYDAY 02/23/2024
01	148999	2048.39	02/23/2024	p	SUNRISE BANKS, N.A.	TRUECONN	DED	PAYDAY 02/23/2024
01	149000	440.00	02/23/2024	p	THE BANCORP BANK	BANCOROD	DED	PAYDAY 02/23/2024
01	149001	100.00	02/23/2024	p	CASH APP	CASHAPP	DED	PAYDAY 02/23/2024
01	149002	100.00	02/23/2024	p	ONEMAIN FINANCIAL GROUP LLC	GARNSH	DED	PAYDAY 02/23/2024
01	149003	144.55	02/23/2024	p	CHILD SUPPORT ENFORCEMENT OREGON	CHILDSP	DED	PAYDAY 02/23/2024
01	149004	.18	02/23/2024	p	TAXATION & REVENUE DEPT	STATE	DED	PAYDAY 02/23/2024
01	149005	9.28	02/23/2024	p	NM RETIREE HEALTH CARE AUTH.	RETINS	DED	PAYDAY 02/23/2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
01	149006	81.85	02/23/2024	p	PUBLIC EMPLOYEES RETIREMENT	PERA RG DED PAYDAY 02/23/2024
01	149007	42.16	02/23/2024	p	NEW MEXICO BANK & TRUST	FICA DED PAYDAY 02/23/2024
01	149008	9.86	02/23/2024	p	NEW MEXICO BANK & TRUST	MEDICR DED PAYDAY 02/23/2024
01	149009	6879.63	02/23/2024	p	NM RETIREE HEALTH CARE AUTH.	RETINS DED PAYDAY 02/23/2024
01	149010	1264.99	02/23/2024	p	NM RETIREE HEALTH CARE - LAW	RETINS L DED PAYDAY 02/23/2024
01	149011	1250.00	02/23/2024		A-1 LOCKPROS INC	KEYPAD FOR GRANTS OFFICE
01	149012	318.45	02/23/2024		AAA FIREPRO INC	KUSSMAUL AUTO EJECT POWER UNIT
01	149013	10765.38	02/23/2024		ABBA TECHNOLOGIES, INC.	CISCO RENEWAL
01	149014	375.00	02/23/2024		ACTIVE CAMPUS LLC	2 PER SERVER ACTIVATION KEY FOR
01	149015	4888.25	02/23/2024		ADVANCED TOWER SERVICES LLC	LABOR REPLACEMENT OF COMMUNICATI
01	149016	1013.42	02/23/2024		AMERICAN TOWER CORPORATION	FEB 2024 FRIO DRAW NM TOWER
01	149017	375.43	02/23/2024		BILL'S AUTO SERVICE INC	REPAIR WINDOW ON CHEVY CRUZE
01	149018	636.52	02/23/2024		C & T TIRES	C758 TIRES INV 324
01	149019	378.06	02/23/2024		CHAVEZ,RUBY R.	FGP STIPEND 1/21-2/3/24
01	149020	166.13	02/23/2024		CINTAS CORPORATION NO. 2	UNIFORMS INV 4183763480
01	149021	485.00	02/23/2024		CITY PRINTING, INC.	LEFT-HAND WINDOW ENVELOPES
01	149022	250.00	02/23/2024		CLOVIS BRANCH NAACP #6101	TICKETS FOR SCHOLARSHIP
01	149023	104.00	02/23/2024		CLOVIS MUNICIPAL SCHOOLS	FGP MEALS-JANUARY 24 INV 2322
01	149024	11.00	02/23/2024		COBB, MATTHEW	PER DIEM PRISONER TRANSP.
01	149025	368.82	02/23/2024		COFFEE BISTRO AT MOTIVATIONS LLC	RSVP INSERVICE 2/24/24
01	149026	1990.00	02/23/2024		DEFENSE TECHNOLOGY, LLC	B.GONZALES TRAINING
01	149027	48534.00	02/23/2024		DON CHALMERS FORD INC.	2023 FOR EXPLORER XLT VIN9991
01	149028	39894.00	02/23/2024		DON CHALMERS FORD INC.	2024 FORD EXPLORER VIN 1102
01	149029	2100.00	02/23/2024		ELECON INDUSTRIES LLC	REWIRING PARKING LOT
01	149030	4476.26	02/23/2024		ELECON INDUSTRIES LLC	INV 1353 LIGHTS IN WOMENS
01	149031	8326.58	02/23/2024		ELIOR, INC.	FEEDING OF PRISONERS
01	149032	2122.65	02/23/2024		EMPIRE PAPER COMPANY	PAPERTOWEL DISPENSER
01	149033	151.11	02/23/2024		FORREST TIRE CO INC	TIRES REPAIR/REPL INV 826167
01	149034	2207.21	02/23/2024		GOTO COMMUNICATIONS, INC.	COUNTY PHONE SRVS FEB 2024
01	149035	5358.55	02/23/2024		ICS	INDIGENT KITS
01	149036	7284.84	02/23/2024		ITW FOOD EQUIPMENT GROUP LLC	DISHWASHER REPAIRS
01	149037	37.57	02/23/2024		JONES, MARY JO	FGP STIPEND 2/4-2/17/24
01	149038	681.85	02/23/2024		LA CASA DE BUENA SALUD	MEDICAL CLAIMS SEPT 2023
01	149039	3051.75	02/23/2024		LA CASA DE BUENA SALUD	MEDICAL CLAIMS JUN 2023
01	149040	112.45	02/23/2024		LA CASA DE BUENA SALUD	MEDICAL CLAIMS MAY 2023
01	149041	300.27	02/23/2024		MADRID, FIDEL	CLOVIS PORTALES LEGIS. DINNER
01	149042	1217.39	02/23/2024		MARTIN-RAY LAUNDRY SYSTEMS, INC	PARTS AND REPAIRS FOR DRYER DOOR
01	149043	168.00	02/23/2024		MARTINEZ, ROSE ANN	FGP STIPEND 2/4-2/17/24
01	149044	7.86	02/23/2024		MILLER, BONNIE W.	FGP TRAVEL
01	149045	201.87	02/23/2024		MONTANEZ, MARIA	FGP STIPEND 2/4-2/17/24
01	149046	879.20	02/23/2024		NAPA AUTO PARTS	PALLET OF DEF INV 945435
01	149047	435.00	02/23/2024		NEW MEXICO CHAPTER OF THE IAAO	BEN IAAO CLASS
01	149048	20340.01	02/23/2024		NEW MEXICO FINANCE AUTHORITY	EQUIP LOAN PPRF-5197 MAR 2024
01	149049	1090.39	02/23/2024	V	NEW MEXICO GAS COMPANY INC	0716098 115 W 8TH
01	149050	357958.00	02/23/2024		NM COUNTY INSURANCE AUTHORITY	MULTI-LINE INSURANCE
01	149051	5486.72	02/23/2024		NM COUNTY INSURANCE AUTHORITY	PAUL ARAGON CLAIM
01	149052	58.32	02/23/2024		OREILLY AUTOMOTIVE, INC.	PARTS/SUPPLIES INV 479153
01	149053	133.90	02/23/2024		PARKS, STEPHANIE	TRAVEL CAPCA FORUM SAMHSA
01	149054	11229.91	02/23/2024		RAM'D AIR GEAR DRYER (CANADA)	GEAR DRYER FOR
01	149055	147.14	02/23/2024		ROMERO,TOMASITA MARGARITA	FGP STIPEND 2/4-2/17/24
01	149056	20.00	02/23/2024		SCHWENN, SHAUNA	TRAVEL LEGISLATIVE CONFERENCE
01	149057	683.84	02/23/2024		SHV ENERGY USA, LLC	INV U1421169 ACCT CURROA
01	149058	257.77	02/23/2024		SNIDER ELECTRIC, INC	ELECTRICAL WORK PER CONTRACT
01	149059	20.00	02/23/2024		SOENS, DEIDRA	PRISONER TRANSPORT PER DIEM
01	149060	560.00	02/23/2024		SOUTHERN TIRE MART LLC	TIRES INV 4910190851
01	149061	10694.87	02/23/2024		THE MASTER'S TOUCH, LLC	POSTAGE FOR NOV
01	149062	2327.38	02/23/2024		TRIADIC ENTERPRISES INC	MONTHLY TRIADIC MAINTENANCE
01	149063	42.00	02/23/2024		ULSES, ROBERT TODD	TRAVEL LEGISLATIVE CONFERENCE
01	149064	145.00	02/23/2024		UNIFIRST CORPORATION INC.	UNIFORMS PER CONTTRACT
01	149065	10687.58	02/23/2024		WRIGHT EXPRESS	COUNTY TAHOE FUEL JAN 2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
01	149066	9.08	02/23/2024		XCEL ENERGY	FINAL BILL 117 W 8TH ST
01	149067	1072.92	02/23/2024		YUCCA TELECOM COOP	PURCHASED NEW ANTENNA FOR COUNTY
01	149068	1347.18	02/23/2024		YUCCA TELECOM COOP	RADIO & ANTENNA AND CONNECTOR
01	149069	557.64	02/23/2024		4IMPRINT INC	SHERIFFS OFFICE STICKY NOTES FOR
01	149070	21.70	02/26/2024	p	NEW MEXICO BANK & TRUST	FICA DED PAYDAY 02/26/2024
01	149071	5.08	02/26/2024	p	NEW MEXICO BANK & TRUST	MEDICR DED PAYDAY 02/26/2024
01	149072	893.61	02/26/2024		NEW MEXICO GAS COMPANY INC	0716098 115 W 8TH
01	149073	33.91	02/27/2024	p	TAXATION & REVENUE DEPT	STATE DED PAYDAY 02/27/2024
01	149074	17.88	02/27/2024	p	NEW MEXICO BANK & TRUST	FEDTAX DED PAYDAY 02/27/2024
01	149075	248.00	02/27/2024	p	NEW MEXICO BANK & TRUST	FICA DED PAYDAY 02/27/2024
01	149076	58.00	02/27/2024	p	NEW MEXICO BANK & TRUST	MEDICR DED PAYDAY 02/27/2024
01	149077	60561.45	02/27/2024	p	PUBLIC EMPLOYEES RETIREMENT	PERA RG DED PAYDAY 02/23/2024
01	149078	10853.66	02/27/2024	p	PUBLIC EMPLOYEES - LAW	PERA LE DED PAYDAY 02/23/2024
01	149079	37.95	02/29/2024		AMAZON CAPITAL SERVICES, INC.	MONITOR STAND FOR DWI PROG MGR
01	149080	42.00	02/29/2024		BAZAN, JEAN LUC	TRAVEL FUNERAL EL PASO TX
01	149081	400.00	02/29/2024		BRICE ENVIRONMENTAL SRVS CORP	REFUND CROSS CUT APPLICATIONS
01	149082	6104.06	02/29/2024		CHARLES OIL & GAS, INC.	PER CONTRACT FUEL INV179872
01	149083	166.13	02/29/2024		CINTAS CORPORATION NO. 2	UNIFORMS INV 4184477058
01	149084	241.46	02/29/2024		CLAIBORNE REFRIGERATION CO INC	ADC REPAIRS INV 39322
01	149085	200.00	02/29/2024		CLOVIS CURRY COUNTY CHAMBER	BOARD LUNCHES
01	149086	1000.00	02/29/2024		CLOVIS FAMILY HEALTHCARE CENTER	PER CONTRACT PHYSICALS
01	149087	11.00	02/29/2024	V	COBB, MATTHEW	PER DIEM PRISONER TRANSP.
01	149088	13578.07	02/29/2024		COOPERATIVE EDUCATIONAL SERVICES	PLAYGROUND EQUIPMENT
01	149089	1021.40	02/29/2024		CURRY COUNTY SHERIFF	DWI ENFORCEMENT
01	149090	598.49	02/29/2024		DELL MARKETING L.P.	DELL 34 CURVED VIDEO
01	149091	227.40	02/29/2024		EMPIRE PAPER COMPANY	SUPPLIES INV 0830608
01	149092	219.04	02/29/2024		FORREST TIRE CO INC	TIRES REPAIR/RE INV 826211
01	149093	7276.79	02/29/2024		FRANK LEVACY TRUCKING LLC	PER CONTRACT HAULING CR8
01	149094	45.49	02/29/2024		FULLER SUPPLY CO.,INC.	VALVES AND PLUG FOR PUMPHOUSE
01	149095	11.00	02/29/2024		HOLGUIN, ANDRES	PER DIEM PRISONER TRANSP.
01	149096	100.10	02/29/2024		LA CASA DE BUENA SALUD	DENTAL CLAIMS DOS
01	149097	264.55	02/29/2024		LA CASA DE BUENA SALUD	DENTAL CLAIMS DOS
01	149098	261.00	02/29/2024		MCKENNA, AMY JO	TRAVEL FUNERAL EL PASO TX
01	149099	18.81	02/29/2024		MELROSE TIRE SERVICE, INC	TIRES REPAIR INV 232070
01	149100	3367.90	02/29/2024		NEW MEXICO GAS COMPANY INC	0711434 417 GIDDING (401)
01	149101	11546.19	02/29/2024		NM COUNTY INSURANCE AUTHORITY	PERRY FURGASON DEDUCTIBLE
01	149102	911.54	02/29/2024		OREILLY AUTOMOTIVE, INC.	PARTS/SUPPLIES INV 479496
01	149103	11.00	02/29/2024		PETERSON, ANTHONY	PER DIEM PRISONER TRANSP.
01	149104	650.98	02/29/2024		POSITIVE PROMOTIONS, INC	RECRUITMENT SUPPLIES
01	149105	444.49	02/29/2024		R AND D SERVICE CENTER, INC	T9 ALIGNMENT
01	149106	980.00	02/29/2024		REDWOOD TOXICOLOGY LAB, INC.	DRUG TESTS INV 818541
01	149107	147879.77	02/29/2024		ROADRUNNER HEALTH SERVICES, LLC	FEB 2024 INMATE MEDICAL
01	149108	1310.32	02/29/2024		SOUTHWEST BUSINESS SOLUTIONS	LABOR PER CONTRACT
01	149109	999.99	02/29/2024		STEED TODD FUNERAL HOME	DOD 11/23/23 #0296-208411
01	149110	101.93	02/29/2024		STERICYCLE, INC	PROFESSIONAL SERVICES
01	149111	4173.06	02/29/2024		THE MASTER'S TOUCH, LLC	MAIL SERVICES FOR 2023
01	149112	507.24	02/29/2024		WAGNER EQUIPMENT CO.	PARTS/SUPPLIES INVS13W0810913
01	149113	106959.89	02/29/2024	p	ADMINISTRATION SVC DIV(BENEFITS)	BCBS +1 DED PAYDAY 02/09/2024
01	149114	1449.34	02/29/2024	p	ADMINISTRATION SVC DIV (LIFE)	LIFE EM MATCH PAYDAY 02/09/2024
01	149115	340.24	02/29/2024	p	METROPOLITAN LIFE INSURANCE COMP	DAVIS1 DED PAYDAY 02/09/2024
01	149116	20.00	03/04/2024		COBB, MATTHEW	PER DIEM PRISONER TRANSP.
01	149117	231.20	03/04/2024		EASTERN NM NATURAL GAS ASSOC.	MELROSE CLINIC GAS 4455500-04
01	149118	1020.36	03/04/2024		NEW MEXICO GAS COMPANY INC	0723688 TEXICO
	293	2366796.52	/ /		TOTAL 26764.39	VOIDS

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
02	54945	1029.00	02/09/2024	P	POMEROY, JOSHUA	PYRL FM-01/21/2024 TO-02/03/2024
02	54946	976.36	02/09/2024	P	SAMORA, JADEN	PYRL FM-01/21/2024 TO-02/03/2024
02	54947	108.12	02/09/2024	P	VAVRECAN, JONATHON	PYRL FM-01/21/2024 TO-02/03/2024
02	54948	700.29	02/23/2024	P	MADERO, MIGUEL	PYRL FM-02/04/2024 TO-02/17/2024
	4	2813.77	/ /		TOTAL	

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
DD	78232	941.41	02/09/2024	P	BAEZA, KARINA A	PYRL FM-01/21/2024 TO-02/03/2024
DD	78233	1291.87	02/09/2024	P	BENTLEY, KAITLIN	PYRL FM-01/21/2024 TO-02/03/2024
DD	78234	1636.53	02/09/2024	P	BOOTH, MICHAEL	PYRL FM-01/21/2024 TO-02/03/2024
DD	78235	220.63	02/09/2024	P	MORAN, ASHLEY	PYRL FM-01/21/2024 TO-02/03/2024
DD	78236	1521.39	02/09/2024	P	PRICE, KRISTIAN E	PYRL FM-01/21/2024 TO-02/03/2024
DD	78237	3138.97	02/09/2024	P	PYLE, LANCE ALAN	PYRL FM-01/21/2024 TO-02/03/2024
DD	78238	1821.81	02/09/2024	P	ROYBAL, DARIAN J	PYRL FM-01/21/2024 TO-02/03/2024
DD	78239	2773.73	02/09/2024	P	ALANIZ, JOSE T	PYRL FM-01/21/2024 TO-02/03/2024
DD	78240	645.30	02/09/2024	P	ARMENDARIZ, ANDREA	PYRL FM-01/21/2024 TO-02/03/2024
DD	78241	1112.47	02/09/2024	P	BELL, AMANDA M	PYRL FM-01/21/2024 TO-02/03/2024
DD	78242	1416.37	02/09/2024	P	BERNAL, ABYMAEL	PYRL FM-01/21/2024 TO-02/03/2024
DD	78243	2486.86	02/09/2024	P	CARTER, JAMES	PYRL FM-01/21/2024 TO-02/03/2024
DD	78244	1997.88	02/09/2024	P	CORDOVA, MATTHEW	PYRL FM-01/21/2024 TO-02/03/2024
DD	78245	1060.06	02/09/2024	P	DEDMAN, STUART	PYRL FM-01/21/2024 TO-02/03/2024
DD	78246	1414.52	02/09/2024	P	ELLIOTT, JUNEMARIE	PYRL FM-01/21/2024 TO-02/03/2024
DD	78247	1504.04	02/09/2024	P	ESPINO, ABIGAIL	PYRL FM-01/21/2024 TO-02/03/2024
DD	78248	1091.72	02/09/2024	P	FRANKLIN, BRIAN	PYRL FM-01/21/2024 TO-02/03/2024
DD	78249	786.00	02/09/2024	P	GARCIA, EDWARDO	PYRL FM-01/21/2024 TO-02/03/2024
DD	78250	1267.93	02/09/2024	P	GONZALES, BETHANY R	PYRL FM-01/21/2024 TO-02/03/2024
DD	78251	1314.93	02/09/2024	P	GONZALEZ, SERGIO	PYRL FM-01/21/2024 TO-02/03/2024
DD	78252	894.41	02/09/2024	P	GRIEGO, BIANCA	PYRL FM-01/21/2024 TO-02/03/2024
DD	78253	1502.98	02/09/2024	P	GRIEGO, MARY P	PYRL FM-01/21/2024 TO-02/03/2024
DD	78254	1392.16	02/09/2024	P	HERNANDEZ, EMILY	PYRL FM-01/21/2024 TO-02/03/2024
DD	78255	1170.39	02/09/2024	P	HOLMAN, MARSHALL	PYRL FM-01/21/2024 TO-02/03/2024
DD	78256	1315.73	02/09/2024	P	JAUREGUI, ERICK	PYRL FM-01/21/2024 TO-02/03/2024
DD	78257	1214.90	02/09/2024	P	KIRVEN, TRANT	PYRL FM-01/21/2024 TO-02/03/2024
DD	78258	1796.22	02/09/2024	P	KOCH, KAITLIN A	PYRL FM-01/21/2024 TO-02/03/2024
DD	78259	1169.07	02/09/2024	P	KOHLS, YOLANDA	PYRL FM-01/21/2024 TO-02/03/2024
DD	78260	2033.18	02/09/2024	P	LUJAN, MELISSA L	PYRL FM-01/21/2024 TO-02/03/2024
DD	78261	980.87	02/09/2024	P	MADERO, MIGUEL	PYRL FM-01/21/2024 TO-02/03/2024
DD	78262	1858.28	02/09/2024	P	MARTINEZ, KARLA A	PYRL FM-01/21/2024 TO-02/03/2024
DD	78263	1673.44	02/09/2024	P	MEDINA, OMAR	PYRL FM-01/21/2024 TO-02/03/2024
DD	78264	1800.42	02/09/2024	P	MORENO, CHRISTOPHER	PYRL FM-01/21/2024 TO-02/03/2024
DD	78265	1021.06	02/09/2024	P	OROZCO, KYLEE	PYRL FM-01/21/2024 TO-02/03/2024
DD	78266	1480.48	02/09/2024	P	PERALTO, FREDDIE	PYRL FM-01/21/2024 TO-02/03/2024
DD	78267	1436.56	02/09/2024	P	RASCON, ANA	PYRL FM-01/21/2024 TO-02/03/2024
DD	78268	1763.34	02/09/2024	P	RHUE, TERRI L	PYRL FM-01/21/2024 TO-02/03/2024
DD	78269	1292.66	02/09/2024	P	RODRIGUEZ, ISAIAH J	PYRL FM-01/21/2024 TO-02/03/2024
DD	78270	1533.82	02/09/2024	P	SAIZ, IRMA	PYRL FM-01/21/2024 TO-02/03/2024
DD	78271	1778.55	02/09/2024	P	SILVA, LAUREEN L	PYRL FM-01/21/2024 TO-02/03/2024
DD	78272	1464.60	02/09/2024	P	SNOOK, SYMPHONY	PYRL FM-01/21/2024 TO-02/03/2024
DD	78273	1379.01	02/09/2024	P	STANFIELD, SARA A	PYRL FM-01/21/2024 TO-02/03/2024
DD	78274	1749.86	02/09/2024	P	STANFIELD, TABER J	PYRL FM-01/21/2024 TO-02/03/2024
DD	78275	537.34	02/09/2024	P	TAPIA, ATIANA	PYRL FM-01/21/2024 TO-02/03/2024
DD	78276	1649.43	02/09/2024	P	TOVAR, MONICA E	PYRL FM-01/21/2024 TO-02/03/2024
DD	78277	1456.10	02/09/2024	P	TOVAR, SALMA	PYRL FM-01/21/2024 TO-02/03/2024
DD	78278	958.64	02/09/2024	P	VALENTINE, JENNIFER	PYRL FM-01/21/2024 TO-02/03/2024
DD	78279	1556.54	02/09/2024	P	WAFER, SINNETTE NICOLE	PYRL FM-01/21/2024 TO-02/03/2024
DD	78280	1018.47	02/09/2024	P	BALTAZAR, SARAH H	PYRL FM-01/21/2024 TO-02/03/2024
DD	78281	922.02	02/09/2024	P	DELK, MELISSA G	PYRL FM-01/21/2024 TO-02/03/2024
DD	78282	854.38	02/09/2024	P	GARCIA, MATTHEW J	PYRL FM-01/21/2024 TO-02/03/2024
DD	78283	818.27	02/09/2024	P	JONES, STEPHANIE	PYRL FM-01/21/2024 TO-02/03/2024
DD	78284	1931.26	02/09/2024	P	KELLEY, SAM A	PYRL FM-01/21/2024 TO-02/03/2024
DD	78285	1802.27	02/09/2024	P	LONDON, CANDACE R	PYRL FM-01/21/2024 TO-02/03/2024
DD	78286	1104.28	02/09/2024	P	RIGG, LACI	PYRL FM-01/21/2024 TO-02/03/2024
DD	78287	20.77	02/09/2024	P	SPRIGGS, JEANETTE MARIE	PYRL FM-01/21/2024 TO-02/03/2024
DD	78288	180.60	02/09/2024	P	STILES, DORAYETH	PYRL FM-01/21/2024 TO-02/03/2024
DD	78289	564.15	02/09/2024	P	SWEARINGEN, MICHAEL ANDRE	PYRL FM-01/21/2024 TO-02/03/2024
DD	78290	1938.73	02/09/2024	P	ANCIRA, ADRIAN D	PYRL FM-01/21/2024 TO-02/03/2024
DD	78291	453.91	02/09/2024	P	BROWN, DENAE	PYRL FM-01/21/2024 TO-02/03/2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
DD	78292	998.11	02/09/2024	P	CROWLEY, MISTY	PYRL FM-01/21/2024 TO-02/03/2024
DD	78293	1640.29	02/09/2024	P	HOGLAND, ANASTASIA	PYRL FM-01/21/2024 TO-02/03/2024
DD	78294	403.54	02/09/2024	P	SANCHEZ, ROSA M	PYRL FM-01/21/2024 TO-02/03/2024
DD	78295	919.79	02/09/2024	P	TARANGO, ALEJANDRA	PYRL FM-01/21/2024 TO-02/03/2024
DD	78296	970.78	02/09/2024	P	WILSON, JODI KAUAN	PYRL FM-01/21/2024 TO-02/03/2024
DD	78297	527.16	02/09/2024	P	BENDER, BRADLEY	PYRL FM-01/21/2024 TO-02/03/2024
DD	78298	519.84	02/09/2024	P	LEATHERWOOD, DUSTY	PYRL FM-01/21/2024 TO-02/03/2024
DD	78299	744.35	02/09/2024	P	MADRID, FIDEL	PYRL FM-01/21/2024 TO-02/03/2024
DD	78300	579.02	02/09/2024	P	MARTIN, SETH H	PYRL FM-01/21/2024 TO-02/03/2024
DD	78301	581.51	02/09/2024	P	THORNTON, ROBERT E	PYRL FM-01/21/2024 TO-02/03/2024
DD	78302	1211.68	02/09/2024	P	DELGADO, DIANA C	PYRL FM-01/21/2024 TO-02/03/2024
DD	78303	998.78	02/09/2024	P	LOPEZ, JOANN	PYRL FM-01/21/2024 TO-02/03/2024
DD	78304	1058.06	02/09/2024	P	LOPEZ, SERENITY	PYRL FM-01/21/2024 TO-02/03/2024
DD	78305	1506.86	02/09/2024	P	SCHWENN, SHAUNA M	PYRL FM-01/21/2024 TO-02/03/2024
DD	78306	1137.96	02/09/2024	P	SLOAN, JARED D	PYRL FM-01/21/2024 TO-02/03/2024
DD	78307	1350.65	02/09/2024	P	CROUCH, MELYNDA	PYRL FM-01/21/2024 TO-02/03/2024
DD	78308	2975.62	02/09/2024	P	HALL, TROY S	PYRL FM-01/21/2024 TO-02/03/2024
DD	78309	1000.47	02/09/2024	P	MENDOZA, ANN M	PYRL FM-01/21/2024 TO-02/03/2024
DD	78310	1250.22	02/09/2024	P	NOACK, PAIGE	PYRL FM-01/21/2024 TO-02/03/2024
DD	78311	737.79	02/09/2024	P	BAILEY, SARAH R	PYRL FM-01/21/2024 TO-02/03/2024
DD	78312	1497.32	02/09/2024	P	PARKS, STEPHANIE	PYRL FM-01/21/2024 TO-02/03/2024
DD	78313	1305.06	02/09/2024	P	ZAMORA, SUZANNE M	PYRL FM-01/21/2024 TO-02/03/2024
DD	78314	1231.64	02/09/2024	P	BAKER, JAYLIN	PYRL FM-01/21/2024 TO-02/03/2024
DD	78315	1360.69	02/09/2024	P	RICHTER, STACEY	PYRL FM-01/21/2024 TO-02/03/2024
DD	78316	1331.44	02/09/2024	P	SUTHERLAND, ROBERT C	PYRL FM-01/21/2024 TO-02/03/2024
DD	78317	2114.28	02/09/2024	P	ULSES, ROBERT TODD	PYRL FM-01/21/2024 TO-02/03/2024
DD	78318	526.94	02/09/2024	P	AGUILAR, AMANDA J	PYRL FM-01/21/2024 TO-02/03/2024
DD	78319	1086.72	02/09/2024	P	BACA, ALEXANDRA E	PYRL FM-01/21/2024 TO-02/03/2024
DD	78320	1091.22	02/09/2024	P	GOODMAN JR, JONEL O	PYRL FM-01/21/2024 TO-02/03/2024
DD	78321	1028.22	02/09/2024	P	JONES, PHILIP S	PYRL FM-01/21/2024 TO-02/03/2024
DD	78322	1376.21	02/09/2024	P	KELLEY, TYLER L	PYRL FM-01/21/2024 TO-02/03/2024
DD	78323	1012.37	02/09/2024	P	LOPEZ, MICHAEL	PYRL FM-01/21/2024 TO-02/03/2024
DD	78324	1023.60	02/09/2024	P	MCCALL, DAWN M	PYRL FM-01/21/2024 TO-02/03/2024
DD	78325	2516.21	02/09/2024	P	ROBERTS, BEN D	PYRL FM-01/21/2024 TO-02/03/2024
DD	78326	1256.91	02/09/2024	P	SANDOVAL, RANDY R	PYRL FM-01/21/2024 TO-02/03/2024
DD	78327	600.59	02/09/2024	P	BARNETT, HOLLIE	PYRL FM-01/21/2024 TO-02/03/2024
DD	78328	1765.90	02/09/2024	P	BEEVERS, GORDON J	PYRL FM-01/21/2024 TO-02/03/2024
DD	78329	1105.85	02/09/2024	P	BROWN, KELLY B	PYRL FM-01/21/2024 TO-02/03/2024
DD	78330	1137.28	02/09/2024	P	BURNETT, JEREMY DON	PYRL FM-01/21/2024 TO-02/03/2024
DD	78331	1148.70	02/09/2024	P	CROWLEY, DANNY R	PYRL FM-01/21/2024 TO-02/03/2024
DD	78332	893.88	02/09/2024	P	CURTIS, DAVID	PYRL FM-01/21/2024 TO-02/03/2024
DD	78333	1383.78	02/09/2024	P	DAVIS, CALVIN	PYRL FM-01/21/2024 TO-02/03/2024
DD	78334	1282.19	02/09/2024	P	DOWNEY, DAVID	PYRL FM-01/21/2024 TO-02/03/2024
DD	78335	1228.60	02/09/2024	P	ELLIS, LESTER J	PYRL FM-01/21/2024 TO-02/03/2024
DD	78336	963.97	02/09/2024	P	FOLLOWILL, LORA S	PYRL FM-01/21/2024 TO-02/03/2024
DD	78337	1168.88	02/09/2024	P	GRIGSBY, RODGER A	PYRL FM-01/21/2024 TO-02/03/2024
DD	78338	968.63	02/09/2024	P	HICKMAN, TIMMY A	PYRL FM-01/21/2024 TO-02/03/2024
DD	78339	2045.01	02/09/2024	P	JONES, EMORY W	PYRL FM-01/21/2024 TO-02/03/2024
DD	78340	999.96	02/09/2024	P	KNIGHT, CLAYTON	PYRL FM-01/21/2024 TO-02/03/2024
DD	78341	1132.78	02/09/2024	P	LEWIS, DAVID D	PYRL FM-01/21/2024 TO-02/03/2024
DD	78342	1115.60	02/09/2024	P	MARTINEZ, LORENZO L	PYRL FM-01/21/2024 TO-02/03/2024
DD	78343	968.11	02/09/2024	P	REESER, RAY	PYRL FM-01/21/2024 TO-02/03/2024
DD	78344	1081.12	02/09/2024	P	SAENZ, LUIS	PYRL FM-01/21/2024 TO-02/03/2024
DD	78345	918.86	02/09/2024	P	TRUELSEN, ERIN	PYRL FM-01/21/2024 TO-02/03/2024
DD	78346	1206.76	02/09/2024	P	WHITEHEAD, TARRON D	PYRL FM-01/21/2024 TO-02/03/2024
DD	78347	1291.86	02/09/2024	P	WINES, MATTHEW C	PYRL FM-01/21/2024 TO-02/03/2024
DD	78348	2004.48	02/09/2024	P	BACA, ROBERT A	PYRL FM-01/21/2024 TO-02/03/2024
DD	78349	1332.15	02/09/2024	P	BAZAN, JEAN LUC	PYRL FM-01/21/2024 TO-02/03/2024
DD	78350	2064.27	02/09/2024	P	BROCKETT, MICHAEL D	PYRL FM-01/21/2024 TO-02/03/2024
DD	78351	2124.34	02/09/2024	P	CALBERT, DIANNE	PYRL FM-01/21/2024 TO-02/03/2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
DD	78352	878.93	02/09/2024	P	COBB, MATTHEW	PYRL FM-01/21/2024 TO-02/03/2024
DD	78353	1568.91	02/09/2024	P	COOK, MACKENZIE	PYRL FM-01/21/2024 TO-02/03/2024
DD	78354	1670.90	02/09/2024	P	CORDOVA, MIA S	PYRL FM-01/21/2024 TO-02/03/2024
DD	78355	1214.54	02/09/2024	P	GLASCOCK, DEVIN D	PYRL FM-01/21/2024 TO-02/03/2024
DD	78356	1041.21	02/09/2024	P	GONZALES, JASMIN	PYRL FM-01/21/2024 TO-02/03/2024
DD	78357	1596.10	02/09/2024	P	GOODWIN IV, EDWARD D	PYRL FM-01/21/2024 TO-02/03/2024
DD	78358	1000.64	02/09/2024	P	HOLGUIN, ANDRES	PYRL FM-01/21/2024 TO-02/03/2024
DD	78359	1699.79	02/09/2024	P	JOHNSON, KOURTLAND	PYRL FM-01/21/2024 TO-02/03/2024
DD	78360	1045.05	02/09/2024	P	MADSEN, JOEL	PYRL FM-01/21/2024 TO-02/03/2024
DD	78361	962.70	02/09/2024	P	MARTINEZ, CHRISTOPHER	PYRL FM-01/21/2024 TO-02/03/2024
DD	78362	1015.88	02/09/2024	P	MCKENNA, AMY JO P	PYRL FM-01/21/2024 TO-02/03/2024
DD	78363	929.41	02/09/2024	P	NOVELLA, NATHAN	PYRL FM-01/21/2024 TO-02/03/2024
DD	78364	1618.59	02/09/2024	P	OQUINN, KEVIN P	PYRL FM-01/21/2024 TO-02/03/2024
DD	78365	2068.52	02/09/2024	P	PARK, HARVEY A	PYRL FM-01/21/2024 TO-02/03/2024
DD	78366	1173.56	02/09/2024	P	PETERSON, ANTHONY R	PYRL FM-01/21/2024 TO-02/03/2024
DD	78367	1140.66	02/09/2024	P	QUAY, ROBERT M	PYRL FM-01/21/2024 TO-02/03/2024
DD	78368	434.61	02/09/2024	P	RODERICK, HANNAH	PYRL FM-01/21/2024 TO-02/03/2024
DD	78369	1623.98	02/09/2024	P	ROMERO, ERICA M	PYRL FM-01/21/2024 TO-02/03/2024
DD	78370	2310.97	02/09/2024	P	SCHWOPE, JOSHUA J	PYRL FM-01/21/2024 TO-02/03/2024
DD	78371	1439.16	02/09/2024	P	SMITH, EDWARD R	PYRL FM-01/21/2024 TO-02/03/2024
DD	78372	506.50	02/09/2024	P	SOENS, DEIDRA	PYRL FM-01/21/2024 TO-02/03/2024
DD	78373	1144.23	02/09/2024	P	THOMAS, SAMUEL	PYRL FM-01/21/2024 TO-02/03/2024
DD	78374	726.74	02/09/2024	P	WHITE, LESLIE J	PYRL FM-01/21/2024 TO-02/03/2024
DD	78375	1786.91	02/09/2024	P	WILCOX, SONNY M	PYRL FM-01/21/2024 TO-02/03/2024
DD	78376	1776.56	02/09/2024	P	KEMPF, KENDALL D	PYRL FM-01/21/2024 TO-02/03/2024
DD	78377	899.86	02/09/2024	P	LAGOS, NANCY E	PYRL FM-01/21/2024 TO-02/03/2024
DD	78378	922.14	02/09/2024	P	LONG, AUTUMN	PYRL FM-01/21/2024 TO-02/03/2024
DD	78379	1529.40	02/09/2024	P	SPRIGGS, DEBBIE L	PYRL FM-01/21/2024 TO-02/03/2024
DD	78380	859.01	02/13/2024	P	ARMENDARIZ, ANDREA	PYRL FM-02/13/2024 TO-02/13/2024
DD	78381	230.87	02/13/2024	P	COLORADO, ECTOR	PYRL FM-02/13/2024 TO-02/13/2024
DD	78382	899.01	02/13/2024	P	CORDOVA, MATTHEW	PYRL FM-02/13/2024 TO-02/13/2024
DD	78383	838.93	02/13/2024	P	FEKETE, MARIANNA	PYRL FM-02/13/2024 TO-02/13/2024
DD	78384	838.93	02/13/2024	P	GONZALEZ, SERGIO	PYRL FM-02/13/2024 TO-02/13/2024
DD	78385	896.20	02/13/2024	P	HOLMAN, MARSHALL	PYRL FM-02/13/2024 TO-02/13/2024
DD	78386	896.20	02/13/2024	P	RASCON, ANA	PYRL FM-02/13/2024 TO-02/13/2024
DD	78387	838.93	02/13/2024	P	TOVAR, MONICA E	PYRL FM-02/13/2024 TO-02/13/2024
DD	78388	896.20	02/13/2024	P	TOVAR, SALMA	PYRL FM-02/13/2024 TO-02/13/2024
DD	78389	941.43	02/23/2024	P	BAEZA, KARINA A	PYRL FM-02/04/2024 TO-02/17/2024
DD	78390	1291.87	02/23/2024	P	BENTLEY, KAITLIN	PYRL FM-02/04/2024 TO-02/17/2024
DD	78391	1636.53	02/23/2024	P	BOOTH, MICHAEL	PYRL FM-02/04/2024 TO-02/17/2024
DD	78392	572.04	02/23/2024	P	JOHNSON, MAKINZIE	PYRL FM-02/04/2024 TO-02/17/2024
DD	78393	215.49	02/23/2024	P	MORAN, ASHLEY	PYRL FM-02/04/2024 TO-02/17/2024
DD	78394	1521.39	02/23/2024	P	PRICE, KRISTIAN E	PYRL FM-02/04/2024 TO-02/17/2024
DD	78395	3185.43	02/23/2024	P	PYLE, LANCE ALAN	PYRL FM-02/04/2024 TO-02/17/2024
DD	78396	1821.81	02/23/2024	P	ROYBAL, DARIAN J	PYRL FM-02/04/2024 TO-02/17/2024
DD	78397	2773.73	02/23/2024	P	ALANIZ, JOSE T	PYRL FM-02/04/2024 TO-02/17/2024
DD	78398	675.76	02/23/2024	P	ARMENDARIZ, ANDREA	PYRL FM-02/04/2024 TO-02/17/2024
DD	78399	1112.47	02/23/2024	P	BELL, AMANDA M	PYRL FM-02/04/2024 TO-02/17/2024
DD	78400	1335.99	02/23/2024	P	BERNAL, ABYMAEL	PYRL FM-02/04/2024 TO-02/17/2024
DD	78401	1753.31	02/23/2024	P	CARTER, JAMES	PYRL FM-02/04/2024 TO-02/17/2024
DD	78402	1253.09	02/23/2024	P	COLORADO, ECTOR	PYRL FM-02/04/2024 TO-02/17/2024
DD	78403	1861.88	02/23/2024	P	CORDOVA, MATTHEW	PYRL FM-02/04/2024 TO-02/17/2024
DD	78404	1413.75	02/23/2024	P	DEDMAN, STUART	PYRL FM-02/04/2024 TO-02/17/2024
DD	78405	1601.81	02/23/2024	P	ELLIOTT, JUNEMARIE	PYRL FM-02/04/2024 TO-02/17/2024
DD	78406	1504.05	02/23/2024	P	ESPINO, ABIGAIL	PYRL FM-02/04/2024 TO-02/17/2024
DD	78407	1103.34	02/23/2024	P	FEKETE, MARIANNA	PYRL FM-02/04/2024 TO-02/17/2024
DD	78408	1069.59	02/23/2024	P	FRANKLIN, BRIAN	PYRL FM-02/04/2024 TO-02/17/2024
DD	78409	862.32	02/23/2024	P	GARCIA, EDWARDO	PYRL FM-02/04/2024 TO-02/17/2024
DD	78410	1387.45	02/23/2024	P	GONZALES, BETHANY R	PYRL FM-02/04/2024 TO-02/17/2024
DD	78411	1714.19	02/23/2024	P	GONZALEZ, SERGIO	PYRL FM-02/04/2024 TO-02/17/2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
DD	78412	910.27	02/23/2024	P	GRIEGO, BIANCA	PYRL FM-02/04/2024 TO-02/17/2024
DD	78413	1594.46	02/23/2024	P	GRIEGO, MARY P	PYRL FM-02/04/2024 TO-02/17/2024
DD	78414	1356.33	02/23/2024	P	HERNANDEZ, EMILY	PYRL FM-02/04/2024 TO-02/17/2024
DD	78415	1338.32	02/23/2024	P	HOLMAN, MARSHALL	PYRL FM-02/04/2024 TO-02/17/2024
DD	78416	1135.15	02/23/2024	P	JAUREGUI, ERICK	PYRL FM-02/04/2024 TO-02/17/2024
DD	78417	1135.66	02/23/2024	P	KIRVEN, TRANT	PYRL FM-02/04/2024 TO-02/17/2024
DD	78418	1624.77	02/23/2024	P	KOCH, KAITLIN A	PYRL FM-02/04/2024 TO-02/17/2024
DD	78419	1440.92	02/23/2024	P	KOHLS, YOLANDA	PYRL FM-02/04/2024 TO-02/17/2024
DD	78420	2033.18	02/23/2024	P	LUJAN, MELISSA L	PYRL FM-02/04/2024 TO-02/17/2024
DD	78421	1508.87	02/23/2024	P	MARTINEZ, KARLA A	PYRL FM-02/04/2024 TO-02/17/2024
DD	78422	1673.44	02/23/2024	P	MEDINA, OMAR	PYRL FM-02/04/2024 TO-02/17/2024
DD	78423	1963.75	02/23/2024	P	MORENO, CHRISTOPHER	PYRL FM-02/04/2024 TO-02/17/2024
DD	78424	566.01	02/23/2024	P	OROZCO, KYLEE	PYRL FM-02/04/2024 TO-02/17/2024
DD	78425	1389.35	02/23/2024	P	PERALTO, FREDDIE	PYRL FM-02/04/2024 TO-02/17/2024
DD	78426	1437.74	02/23/2024	P	RASCON, ANA	PYRL FM-02/04/2024 TO-02/17/2024
DD	78427	1727.61	02/23/2024	P	RHUE, TERRI L	PYRL FM-02/04/2024 TO-02/17/2024
DD	78428	1413.95	02/23/2024	P	RODRIGUEZ, ISAIAH J	PYRL FM-02/04/2024 TO-02/17/2024
DD	78429	1471.57	02/23/2024	P	SAIZ, IRMA	PYRL FM-02/04/2024 TO-02/17/2024
DD	78430	1504.78	02/23/2024	P	SILVA, LAUREEN L	PYRL FM-02/04/2024 TO-02/17/2024
DD	78431	1443.55	02/23/2024	P	SNOOK, SYMPHONY	PYRL FM-02/04/2024 TO-02/17/2024
DD	78432	1331.73	02/23/2024	P	STANFIELD, SARA A	PYRL FM-02/04/2024 TO-02/17/2024
DD	78433	1769.70	02/23/2024	P	STANFIELD, TABER J	PYRL FM-02/04/2024 TO-02/17/2024
DD	78434	542.31	02/23/2024	P	TAPIA, ATIANA	PYRL FM-02/04/2024 TO-02/17/2024
DD	78435	1692.32	02/23/2024	P	TOVAR, MONICA E	PYRL FM-02/04/2024 TO-02/17/2024
DD	78436	1446.56	02/23/2024	P	TOVAR, SALMA	PYRL FM-02/04/2024 TO-02/17/2024
DD	78437	868.95	02/23/2024	P	VALENTINE, JENNIFER	PYRL FM-02/04/2024 TO-02/17/2024
DD	78438	1593.08	02/23/2024	P	WAFER, SINNETTE NICOLE	PYRL FM-02/04/2024 TO-02/17/2024
DD	78439	1018.47	02/23/2024	P	BALTAZAR, SARAH H	PYRL FM-02/04/2024 TO-02/17/2024
DD	78440	922.02	02/23/2024	P	DELK, MELISSA G	PYRL FM-02/04/2024 TO-02/17/2024
DD	78441	854.38	02/23/2024	P	GARCIA, MATTHEW J	PYRL FM-02/04/2024 TO-02/17/2024
DD	78442	884.44	02/23/2024	P	JONES, STEPHANIE	PYRL FM-02/04/2024 TO-02/17/2024
DD	78443	1931.26	02/23/2024	P	KELLEY, SAM A	PYRL FM-02/04/2024 TO-02/17/2024
DD	78444	1802.27	02/23/2024	P	LONDON, CANDACE R	PYRL FM-02/04/2024 TO-02/17/2024
DD	78445	906.83	02/23/2024	P	MCDANIEL, BEN L	PYRL FM-02/04/2024 TO-02/17/2024
DD	78446	1104.28	02/23/2024	P	RIGG, LACI	PYRL FM-02/04/2024 TO-02/17/2024
DD	78447	41.56	02/23/2024	P	SPRIGGS, JEANETTE MARIE	PYRL FM-02/04/2024 TO-02/17/2024
DD	78448	154.18	02/23/2024	P	STILES, DORAYETH	PYRL FM-02/04/2024 TO-02/17/2024
DD	78449	1220.01	02/23/2024	P	SWEARINGEN, MICHAEL ANDRE	PYRL FM-02/04/2024 TO-02/17/2024
DD	78450	1938.73	02/23/2024	P	ANCIRA, ADRIAN D	PYRL FM-02/04/2024 TO-02/17/2024
DD	78451	453.91	02/23/2024	P	BROWN, DENAE	PYRL FM-02/04/2024 TO-02/17/2024
DD	78452	998.11	02/23/2024	P	CROWLEY, MISTY	PYRL FM-02/04/2024 TO-02/17/2024
DD	78453	1640.29	02/23/2024	P	HOGLAND, ANASTASIA	PYRL FM-02/04/2024 TO-02/17/2024
DD	78454	457.59	02/23/2024	P	SANCHEZ, ROSA M	PYRL FM-02/04/2024 TO-02/17/2024
DD	78455	919.80	02/23/2024	P	TARANGO, ALEJANDRA	PYRL FM-02/04/2024 TO-02/17/2024
DD	78456	970.78	02/23/2024	P	WILSON, JODI KAUAN	PYRL FM-02/04/2024 TO-02/17/2024
DD	78457	527.16	02/23/2024	P	BENDER, BRADLEY	PYRL FM-02/04/2024 TO-02/17/2024
DD	78458	519.84	02/23/2024	P	LEATHERWOOD, DUSTY	PYRL FM-02/04/2024 TO-02/17/2024
DD	78459	744.35	02/23/2024	P	MADRID, FIDEL	PYRL FM-02/04/2024 TO-02/17/2024
DD	78460	579.02	02/23/2024	P	MARTIN, SETH H	PYRL FM-02/04/2024 TO-02/17/2024
DD	78461	581.51	02/23/2024	P	THORNTON, ROBERT E	PYRL FM-02/04/2024 TO-02/17/2024
DD	78462	1103.00	02/23/2024	P	DELGADO, DIANA C	PYRL FM-02/04/2024 TO-02/17/2024
DD	78463	998.78	02/23/2024	P	LOPEZ, JOANN	PYRL FM-02/04/2024 TO-02/17/2024
DD	78464	1058.06	02/23/2024	P	LOPEZ, SERENITY	PYRL FM-02/04/2024 TO-02/17/2024
DD	78465	1506.85	02/23/2024	P	SCHWENN, SHAUNA M	PYRL FM-02/04/2024 TO-02/17/2024
DD	78466	1137.94	02/23/2024	P	SLOAN, JARED D	PYRL FM-02/04/2024 TO-02/17/2024
DD	78467	1350.65	02/23/2024	P	CROUCH, MELYNDA	PYRL FM-02/04/2024 TO-02/17/2024
DD	78468	2975.62	02/23/2024	P	HALL, TROY S	PYRL FM-02/04/2024 TO-02/17/2024
DD	78469	1000.47	02/23/2024	P	MENDOZA, ANN M	PYRL FM-02/04/2024 TO-02/17/2024
DD	78470	1250.22	02/23/2024	P	NOACK, PAIGE	PYRL FM-02/04/2024 TO-02/17/2024
DD	78471	815.36	02/23/2024	P	BAILEY, SARAH R	PYRL FM-02/04/2024 TO-02/17/2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
DD	78472	1497.32	02/23/2024	P	PARKS, STEPHANIE	PYRL FM-02/04/2024 TO-02/17/2024
DD	78473	1246.44	02/23/2024	P	ZAMORA, SUZANNE M	PYRL FM-02/04/2024 TO-02/17/2024
DD	78474	1231.64	02/23/2024	P	BAKER, JAYLIN	PYRL FM-02/04/2024 TO-02/17/2024
DD	78475	1360.69	02/23/2024	P	RICHTER, STACEY	PYRL FM-02/04/2024 TO-02/17/2024
DD	78476	1331.43	02/23/2024	P	SUTHERLAND, ROBERT C	PYRL FM-02/04/2024 TO-02/17/2024
DD	78477	2114.28	02/23/2024	P	ULSES, ROBERT TODD	PYRL FM-02/04/2024 TO-02/17/2024
DD	78478	526.94	02/23/2024	P	AGUILAR, AMANDA J	PYRL FM-02/04/2024 TO-02/17/2024
DD	78479	1086.72	02/23/2024	P	BACA, ALEXANDRA E	PYRL FM-02/04/2024 TO-02/17/2024
DD	78480	1091.22	02/23/2024	P	GOODMAN JR, JONEL O	PYRL FM-02/04/2024 TO-02/17/2024
DD	78481	951.04	02/23/2024	P	JONES, PHILIP S	PYRL FM-02/04/2024 TO-02/17/2024
DD	78482	1379.88	02/23/2024	P	KELLEY, TYLER L	PYRL FM-02/04/2024 TO-02/17/2024
DD	78483	1012.37	02/23/2024	P	LOPEZ, MICHAEL	PYRL FM-02/04/2024 TO-02/17/2024
DD	78484	1023.60	02/23/2024	P	MCCALL, DAWN M	PYRL FM-02/04/2024 TO-02/17/2024
DD	78485	2516.22	02/23/2024	P	ROBERTS, BEN D	PYRL FM-02/04/2024 TO-02/17/2024
DD	78486	1256.91	02/23/2024	P	SANDOVAL, RANDY R	PYRL FM-02/04/2024 TO-02/17/2024
DD	78487	600.59	02/23/2024	P	BARNETT, HOLLIE	PYRL FM-02/04/2024 TO-02/17/2024
DD	78488	1765.90	02/23/2024	P	BEEVERS, GORDON J	PYRL FM-02/04/2024 TO-02/17/2024
DD	78489	1105.86	02/23/2024	P	BROWN, KELLY B	PYRL FM-02/04/2024 TO-02/17/2024
DD	78490	1137.28	02/23/2024	P	BURNETT, JEREMY DON	PYRL FM-02/04/2024 TO-02/17/2024
DD	78491	1148.70	02/23/2024	P	CROWLEY, DANNY R	PYRL FM-02/04/2024 TO-02/17/2024
DD	78492	893.89	02/23/2024	P	CURTIS, DAVID	PYRL FM-02/04/2024 TO-02/17/2024
DD	78493	1384.50	02/23/2024	P	DAVIS, CALVIN	PYRL FM-02/04/2024 TO-02/17/2024
DD	78494	1282.19	02/23/2024	P	DOWNEY, DAVID	PYRL FM-02/04/2024 TO-02/17/2024
DD	78495	1228.60	02/23/2024	P	ELLIS, LESTER J	PYRL FM-02/04/2024 TO-02/17/2024
DD	78496	963.97	02/23/2024	P	FOLLOWILL, LORA S	PYRL FM-02/04/2024 TO-02/17/2024
DD	78497	1168.88	02/23/2024	P	GRIGSBY, RODGER A	PYRL FM-02/04/2024 TO-02/17/2024
DD	78498	968.62	02/23/2024	P	HICKMAN, TIMMY A	PYRL FM-02/04/2024 TO-02/17/2024
DD	78499	2043.97	02/23/2024	P	JONES, EMORY W	PYRL FM-02/04/2024 TO-02/17/2024
DD	78500	999.96	02/23/2024	P	KNIGHT, CLAYTON	PYRL FM-02/04/2024 TO-02/17/2024
DD	78501	392.57	02/23/2024	P	KNIGHT, DALTON	PYRL FM-02/04/2024 TO-02/17/2024
DD	78502	1133.51	02/23/2024	P	LEWIS, DAVID D	PYRL FM-02/04/2024 TO-02/17/2024
DD	78503	1115.60	02/23/2024	P	MARTINEZ, LORENZO L	PYRL FM-02/04/2024 TO-02/17/2024
DD	78504	968.11	02/23/2024	P	REESER, RAY	PYRL FM-02/04/2024 TO-02/17/2024
DD	78505	1081.12	02/23/2024	P	SAENZ, LUIS	PYRL FM-02/04/2024 TO-02/17/2024
DD	78506	75.07	02/23/2024	P	STOKES, JOHNNY L	PYRL FM-02/04/2024 TO-02/17/2024
DD	78507	888.56	02/23/2024	P	TRUELSEN, ERIN	PYRL FM-02/04/2024 TO-02/17/2024
DD	78508	1206.76	02/23/2024	P	WHITEHEAD, TARRON D	PYRL FM-02/04/2024 TO-02/17/2024
DD	78509	1366.16	02/23/2024	P	WINES, MATTHEW C	PYRL FM-02/04/2024 TO-02/17/2024
DD	78510	1653.16	02/23/2024	P	BACA, ROBERT A	PYRL FM-02/04/2024 TO-02/17/2024
DD	78511	1376.81	02/23/2024	P	BAZAN, JEAN LUC	PYRL FM-02/04/2024 TO-02/17/2024
DD	78512	1987.34	02/23/2024	P	BROCKETT, MICHAEL D	PYRL FM-02/04/2024 TO-02/17/2024
DD	78513	2066.44	02/23/2024	P	CALBERT, DIANNE	PYRL FM-02/04/2024 TO-02/17/2024
DD	78514	908.30	02/23/2024	P	COBB, MATTHEW	PYRL FM-02/04/2024 TO-02/17/2024
DD	78515	1276.88	02/23/2024	P	COOK, MACKENZIE	PYRL FM-02/04/2024 TO-02/17/2024
DD	78516	1591.60	02/23/2024	P	CORDOVA, MIA S	PYRL FM-02/04/2024 TO-02/17/2024
DD	78517	1561.65	02/23/2024	P	GLASCOCK, DEVIN D	PYRL FM-02/04/2024 TO-02/17/2024
DD	78518	1041.21	02/23/2024	P	GONZALES, JASMIN	PYRL FM-02/04/2024 TO-02/17/2024
DD	78519	1514.81	02/23/2024	P	GOODWIN IV, EDWARD D	PYRL FM-02/04/2024 TO-02/17/2024
DD	78520	1036.96	02/23/2024	P	HOLGUIN, ANDRES	PYRL FM-02/04/2024 TO-02/17/2024
DD	78521	1259.76	02/23/2024	P	JOHNSON, KOURTLAND	PYRL FM-02/04/2024 TO-02/17/2024
DD	78522	1045.05	02/23/2024	P	MADSEN, JOEL	PYRL FM-02/04/2024 TO-02/17/2024
DD	78523	962.70	02/23/2024	P	MARTINEZ, CHRISTOPHER	PYRL FM-02/04/2024 TO-02/17/2024
DD	78524	1060.42	02/23/2024	P	MCKENNA, AMY JO P	PYRL FM-02/04/2024 TO-02/17/2024
DD	78525	940.64	02/23/2024	P	NOVELLA, NATHAN	PYRL FM-02/04/2024 TO-02/17/2024
DD	78526	1702.86	02/23/2024	P	OQUINN, KEVIN P	PYRL FM-02/04/2024 TO-02/17/2024
DD	78527	1920.42	02/23/2024	P	PARK, HARVEY A	PYRL FM-02/04/2024 TO-02/17/2024
DD	78528	1173.56	02/23/2024	P	PETERSON, ANTHONY R	PYRL FM-02/04/2024 TO-02/17/2024
DD	78529	1140.66	02/23/2024	P	QUAY, ROBERT M	PYRL FM-02/04/2024 TO-02/17/2024
DD	78530	979.10	02/23/2024	P	RODERICK, HANNAH	PYRL FM-02/04/2024 TO-02/17/2024
DD	78531	1623.98	02/23/2024	P	ROMERO, ERICA M	PYRL FM-02/04/2024 TO-02/17/2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
DD	78532	2084.83	02/23/2024	P	SCHWOPE, JOSHUA J	PYRL FM-02/04/2024 TO-02/17/2024
DD	78533	1236.57	02/23/2024	P	SMITH, EDWARD R	PYRL FM-02/04/2024 TO-02/17/2024
DD	78534	1308.03	02/23/2024	P	SOENS, DEIDRA	PYRL FM-02/04/2024 TO-02/17/2024
DD	78535	1119.75	02/23/2024	P	THOMAS, SAMUEL	PYRL FM-02/04/2024 TO-02/17/2024
DD	78536	726.74	02/23/2024	P	WHITE, LESLIE J	PYRL FM-02/04/2024 TO-02/17/2024
DD	78537	1876.83	02/23/2024	P	WILCOX, SONNY M	PYRL FM-02/04/2024 TO-02/17/2024
DD	78538	1776.56	02/23/2024	P	KEMPF, KENDALL D	PYRL FM-02/04/2024 TO-02/17/2024
DD	78539	899.86	02/23/2024	P	LAGOS, NANCY E	PYRL FM-02/04/2024 TO-02/17/2024
DD	78540	922.14	02/23/2024	P	LONG, AUTUMN	PYRL FM-02/04/2024 TO-02/17/2024
DD	78541	1529.40	02/23/2024	P	SPRIGGS, DEBBIE L	PYRL FM-02/04/2024 TO-02/17/2024
DD	78542	262.25	02/23/2024	P	STOKES, JOHNNY L	PYRL FM-02/20/2024 TO-02/21/2024
DD	78543	161.61	02/26/2024	P	KNIGHT, DALTON	PYRL FM-02/26/2024 TO-02/26/2024
DD	78544	899.01	02/27/2024	P	COOK, MACKENZIE	PYRL FM-02/26/2024 TO-02/26/2024
DD	78545	896.20	02/27/2024	P	RODERICK, HANNAH	PYRL FM-02/26/2024 TO-02/26/2024
DD	78546	941.43	03/08/2024	P	BAEZA, KARINA A	PYRL FM-02/18/2024 TO-03/02/2024
DD	78547	1291.87	03/08/2024	P	BENTLEY, KAITLIN	PYRL FM-02/18/2024 TO-03/02/2024
DD	78548	1638.61	03/08/2024	P	BOOTH, MICHAEL	PYRL FM-02/18/2024 TO-03/02/2024
DD	78549	1063.89	03/08/2024	P	JOHNSON, MAKINZIE	PYRL FM-02/18/2024 TO-03/02/2024
DD	78550	251.41	03/08/2024	P	MORAN, ASHLEY	PYRL FM-02/18/2024 TO-03/02/2024
DD	78551	1496.70	03/08/2024	P	PRICE, KRISTIAN E	PYRL FM-02/18/2024 TO-03/02/2024
DD	78552	3183.23	03/08/2024	P	PYLE, LANCE ALAN	PYRL FM-02/18/2024 TO-03/02/2024
DD	78553	1821.81	03/08/2024	P	ROYBAL, DARIAN J	PYRL FM-02/18/2024 TO-03/02/2024
DD	78554	2773.73	03/08/2024	P	ALANIZ, JOSE T	PYRL FM-02/18/2024 TO-03/02/2024
DD	78555	927.52	03/08/2024	P	ARMENDARIZ, ANDREA	PYRL FM-02/18/2024 TO-03/02/2024
DD	78556	1112.48	03/08/2024	P	BELL, AMANDA M	PYRL FM-02/18/2024 TO-03/02/2024
DD	78557	1378.02	03/08/2024	P	BERNAL, ABYMAEL	PYRL FM-02/18/2024 TO-03/02/2024
DD	78558	2568.65	03/08/2024	P	CARTER, JAMES	PYRL FM-02/18/2024 TO-03/02/2024
DD	78559	1822.02	03/08/2024	P	COLORADO, ECTOR	PYRL FM-02/18/2024 TO-03/02/2024
DD	78560	1723.27	03/08/2024	P	CORDOVA, MATTHEW	PYRL FM-02/18/2024 TO-03/02/2024
DD	78561	1316.97	03/08/2024	P	DEDMAN, STUART	PYRL FM-02/18/2024 TO-03/02/2024
DD	78562	1042.53	03/08/2024	P	ELLIOTT, JUNEMARIE	PYRL FM-02/18/2024 TO-03/02/2024
DD	78563	1504.05	03/08/2024	P	ESPINO, ABIGAIL	PYRL FM-02/18/2024 TO-03/02/2024
DD	78564	1159.62	03/08/2024	P	FEKETE, MARIANNA	PYRL FM-02/18/2024 TO-03/02/2024
DD	78565	1047.67	03/08/2024	P	FRANKLIN, BRIAN	PYRL FM-02/18/2024 TO-03/02/2024
DD	78566	886.95	03/08/2024	P	GARCIA, EDWARDO	PYRL FM-02/18/2024 TO-03/02/2024
DD	78567	1331.65	03/08/2024	P	GONZALES, BETHANY R	PYRL FM-02/18/2024 TO-03/02/2024
DD	78568	1287.27	03/08/2024	P	GONZALEZ, SERGIO	PYRL FM-02/18/2024 TO-03/02/2024
DD	78569	899.41	03/08/2024	P	GRIEGO, BIANCA	PYRL FM-02/18/2024 TO-03/02/2024
DD	78570	1615.42	03/08/2024	P	GRIEGO, MARY P	PYRL FM-02/18/2024 TO-03/02/2024
DD	78571	1452.92	03/08/2024	P	HERNANDEZ, EMILY	PYRL FM-02/18/2024 TO-03/02/2024
DD	78572	1032.55	03/08/2024	P	HOLMAN, MARSHALL	PYRL FM-02/18/2024 TO-03/02/2024
DD	78573	1350.23	03/08/2024	P	JAUREGUI, ERICK	PYRL FM-02/18/2024 TO-03/02/2024
DD	78574	996.77	03/08/2024	P	KIRVEN, TRANT	PYRL FM-02/18/2024 TO-03/02/2024
DD	78575	1724.97	03/08/2024	P	KOCH, KAITLIN A	PYRL FM-02/18/2024 TO-03/02/2024
DD	78576	1330.56	03/08/2024	P	KOHLS, YOLANDA	PYRL FM-02/18/2024 TO-03/02/2024
DD	78577	2033.18	03/08/2024	P	LUJAN, MELISSA L	PYRL FM-02/18/2024 TO-03/02/2024
DD	78578	1508.56	03/08/2024	P	MARTINEZ, KARLA A	PYRL FM-02/18/2024 TO-03/02/2024
DD	78579	1673.44	03/08/2024	P	MEDINA, OMAR	PYRL FM-02/18/2024 TO-03/02/2024
DD	78580	1965.63	03/08/2024	P	MORENO, CHRISTOPHER	PYRL FM-02/18/2024 TO-03/02/2024
DD	78581	989.29	03/08/2024	P	OROZCO, KYLEE	PYRL FM-02/18/2024 TO-03/02/2024
DD	78582	1632.69	03/08/2024	P	PERALTO, FREDDIE	PYRL FM-02/18/2024 TO-03/02/2024
DD	78583	1316.92	03/08/2024	P	RASCON, ANA	PYRL FM-02/18/2024 TO-03/02/2024
DD	78584	1383.93	03/08/2024	P	RHUE, TERRI L	PYRL FM-02/18/2024 TO-03/02/2024
DD	78585	1320.87	03/08/2024	P	RODRIGUEZ, ISAIAH J	PYRL FM-02/18/2024 TO-03/02/2024
DD	78586	1563.75	03/08/2024	P	SAIZ, IRMA	PYRL FM-02/18/2024 TO-03/02/2024
DD	78587	1642.66	03/08/2024	P	SILVA, LAUREEN L	PYRL FM-02/18/2024 TO-03/02/2024
DD	78588	1476.49	03/08/2024	P	SNOOK, SYMPHONY	PYRL FM-02/18/2024 TO-03/02/2024
DD	78589	1388.42	03/08/2024	P	STANFIELD, SARA A	PYRL FM-02/18/2024 TO-03/02/2024
DD	78590	1696.37	03/08/2024	P	STANFIELD, TABER J	PYRL FM-02/18/2024 TO-03/02/2024
DD	78591	539.76	03/08/2024	P	TAPIA, ATIANA	PYRL FM-02/18/2024 TO-03/02/2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
DD	78592	1569.21	03/08/2024	P	TOVAR, MONICA E	PYRL FM-02/18/2024 TO-03/02/2024
DD	78593	1285.33	03/08/2024	P	TOVAR, SALMA	PYRL FM-02/18/2024 TO-03/02/2024
DD	78594	1027.01	03/08/2024	P	VALENTINE, JENNIFER	PYRL FM-02/18/2024 TO-03/02/2024
DD	78595	1676.01	03/08/2024	P	WAFER, SINNETTE NICOLE	PYRL FM-02/18/2024 TO-03/02/2024
DD	78596	1018.48	03/08/2024	P	BALTAZAR, SARAH H	PYRL FM-02/18/2024 TO-03/02/2024
DD	78597	922.02	03/08/2024	P	DELK, MELISSA G	PYRL FM-02/18/2024 TO-03/02/2024
DD	78598	854.38	03/08/2024	P	GARCIA, MATTHEW J	PYRL FM-02/18/2024 TO-03/02/2024
DD	78599	849.84	03/08/2024	P	JONES, STEPHANIE	PYRL FM-02/18/2024 TO-03/02/2024
DD	78600	1931.26	03/08/2024	P	KELLEY, SAM A	PYRL FM-02/18/2024 TO-03/02/2024
DD	78601	1802.27	03/08/2024	P	LONDON, CANDACE R	PYRL FM-02/18/2024 TO-03/02/2024
DD	78602	836.23	03/08/2024	P	MCDANIEL, BEN L	PYRL FM-02/18/2024 TO-03/02/2024
DD	78603	1104.28	03/08/2024	P	RIGG, LACI	PYRL FM-02/18/2024 TO-03/02/2024
DD	78604	317.17	03/08/2024	P	STILES, DORAYETH	PYRL FM-02/18/2024 TO-03/02/2024
DD	78605	1220.01	03/08/2024	P	SWEARINGEN, MICHAEL ANDRE	PYRL FM-02/18/2024 TO-03/02/2024
DD	78606	1938.73	03/08/2024	P	ANCIRA, ADRIAN D	PYRL FM-02/18/2024 TO-03/02/2024
DD	78607	453.91	03/08/2024	P	BROWN, DENAE	PYRL FM-02/18/2024 TO-03/02/2024
DD	78608	998.11	03/08/2024	P	CROWLEY, MISTY	PYRL FM-02/18/2024 TO-03/02/2024
DD	78609	1640.29	03/08/2024	P	HOGLAND, ANASTASIA	PYRL FM-02/18/2024 TO-03/02/2024
DD	78610	435.96	03/08/2024	P	SANCHEZ, ROSA M	PYRL FM-02/18/2024 TO-03/02/2024
DD	78611	919.80	03/08/2024	P	TARANGO, ALEJANDRA	PYRL FM-02/18/2024 TO-03/02/2024
DD	78612	970.78	03/08/2024	P	WILSON, JODI KAUAN	PYRL FM-02/18/2024 TO-03/02/2024
DD	78613	527.16	03/08/2024	P	BENDER, BRADLEY	PYRL FM-02/18/2024 TO-03/02/2024
DD	78614	519.84	03/08/2024	P	LEATHERWOOD, DUSTY	PYRL FM-02/18/2024 TO-03/02/2024
DD	78615	744.35	03/08/2024	P	MADRID, FIDEL	PYRL FM-02/18/2024 TO-03/02/2024
DD	78616	579.02	03/08/2024	P	MARTIN, SETH H	PYRL FM-02/18/2024 TO-03/02/2024
DD	78617	581.51	03/08/2024	P	THORNTON, ROBERT E	PYRL FM-02/18/2024 TO-03/02/2024
DD	78618	1103.00	03/08/2024	P	DELGADO, DIANA C	PYRL FM-02/18/2024 TO-03/02/2024
DD	78619	998.78	03/08/2024	P	LOPEZ, JOANN	PYRL FM-02/18/2024 TO-03/02/2024
DD	78620	1058.06	03/08/2024	P	LOPEZ, SERENITY	PYRL FM-02/18/2024 TO-03/02/2024
DD	78621	1506.86	03/08/2024	P	SCHWENN, SHAUNA M	PYRL FM-02/18/2024 TO-03/02/2024
DD	78622	1137.96	03/08/2024	P	SLOAN, JARED D	PYRL FM-02/18/2024 TO-03/02/2024
DD	78623	1350.65	03/08/2024	P	CROUCH, MELYNDA	PYRL FM-02/18/2024 TO-03/02/2024
DD	78624	2975.62	03/08/2024	P	HALL, TROY S	PYRL FM-02/18/2024 TO-03/02/2024
DD	78625	1000.47	03/08/2024	P	MENDOZA, ANN M	PYRL FM-02/18/2024 TO-03/02/2024
DD	78626	1250.22	03/08/2024	P	NOACK, PAIGE	PYRL FM-02/18/2024 TO-03/02/2024
DD	78627	901.49	03/08/2024	P	BAILEY, SARAH R	PYRL FM-02/18/2024 TO-03/02/2024
DD	78628	1194.59	03/08/2024	P	GRIEGO, JULIE	PYRL FM-02/18/2024 TO-03/02/2024
DD	78629	1497.32	03/08/2024	P	PARKS, STEPHANIE	PYRL FM-02/18/2024 TO-03/02/2024
DD	78630	1291.50	03/08/2024	P	ZAMORA, SUZANNE M	PYRL FM-02/18/2024 TO-03/02/2024
DD	78631	1231.64	03/08/2024	P	BAKER, JAYLIN	PYRL FM-02/18/2024 TO-03/02/2024
DD	78632	1275.41	03/08/2024	P	RICHTER, STACEY	PYRL FM-02/18/2024 TO-03/02/2024
DD	78633	1331.43	03/08/2024	P	SUTHERLAND, ROBERT C	PYRL FM-02/18/2024 TO-03/02/2024
DD	78634	2114.28	03/08/2024	P	ULSES, ROBERT TODD	PYRL FM-02/18/2024 TO-03/02/2024
DD	78635	687.71	03/08/2024	P	AGUILAR, AMANDA J	PYRL FM-02/18/2024 TO-03/02/2024
DD	78636	1086.72	03/08/2024	P	BACA, ALEXANDRA E	PYRL FM-02/18/2024 TO-03/02/2024
DD	78637	1091.22	03/08/2024	P	GOODMAN JR, JONEL O	PYRL FM-02/18/2024 TO-03/02/2024
DD	78638	951.03	03/08/2024	P	JONES, PHILIP S	PYRL FM-02/18/2024 TO-03/02/2024
DD	78639	1378.42	03/08/2024	P	KELLEY, TYLER L	PYRL FM-02/18/2024 TO-03/02/2024
DD	78640	1012.37	03/08/2024	P	LOPEZ, MICHAEL	PYRL FM-02/18/2024 TO-03/02/2024
DD	78641	1023.60	03/08/2024	P	MCCALL, DAWN M	PYRL FM-02/18/2024 TO-03/02/2024
DD	78642	2516.22	03/08/2024	P	ROBERTS, BEN D	PYRL FM-02/18/2024 TO-03/02/2024
DD	78643	1256.91	03/08/2024	P	SANDOVAL, RANDY R	PYRL FM-02/18/2024 TO-03/02/2024
DD	78644	600.59	03/08/2024	P	BARNETT, HOLLIE	PYRL FM-02/18/2024 TO-03/02/2024
DD	78645	1765.90	03/08/2024	P	BEEVERS, GORDON J	PYRL FM-02/18/2024 TO-03/02/2024
DD	78646	1003.92	03/08/2024	P	BROWN, KELLY B	PYRL FM-02/18/2024 TO-03/02/2024
DD	78647	1137.28	03/08/2024	P	BURNETT, JEREMY DON	PYRL FM-02/18/2024 TO-03/02/2024
DD	78648	1148.70	03/08/2024	P	CROWLEY, DANNY R	PYRL FM-02/18/2024 TO-03/02/2024
DD	78649	893.88	03/08/2024	P	CURTIS, DAVID	PYRL FM-02/18/2024 TO-03/02/2024
DD	78650	1383.77	03/08/2024	P	DAVIS, CALVIN	PYRL FM-02/18/2024 TO-03/02/2024
DD	78651	1285.13	03/08/2024	P	DOWNEY, DAVID	PYRL FM-02/18/2024 TO-03/02/2024

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
DD	78652	1313.74	03/08/2024	P	ELLIS, LESTER J	PYRL FM-02/18/2024 TO-03/02/2024
DD	78653	963.97	03/08/2024	P	FOLLOWILL, LORA S	PYRL FM-02/18/2024 TO-03/02/2024
DD	78654	1170.22	03/08/2024	P	GRIGSBY, RODGER A	PYRL FM-02/18/2024 TO-03/02/2024
DD	78655	968.62	03/08/2024	P	HICKMAN, TIMMY A	PYRL FM-02/18/2024 TO-03/02/2024
DD	78656	2043.97	03/08/2024	P	JONES, EMORY W	PYRL FM-02/18/2024 TO-03/02/2024
DD	78657	999.95	03/08/2024	P	KNIGHT, CLAYTON	PYRL FM-02/18/2024 TO-03/02/2024
DD	78658	938.67	03/08/2024	P	KNIGHT, DALTON	PYRL FM-02/18/2024 TO-03/02/2024
DD	78659	1134.26	03/08/2024	P	LEWIS, DAVID D	PYRL FM-02/18/2024 TO-03/02/2024
DD	78660	1115.60	03/08/2024	P	MARTINEZ, LORENZO L	PYRL FM-02/18/2024 TO-03/02/2024
DD	78661	968.11	03/08/2024	P	REESER, RAY	PYRL FM-02/18/2024 TO-03/02/2024
DD	78662	1081.12	03/08/2024	P	SAENZ, LUIS	PYRL FM-02/18/2024 TO-03/02/2024
DD	78663	955.62	03/08/2024	P	STOKES, JOHNNY L	PYRL FM-02/18/2024 TO-03/02/2024
DD	78664	918.86	03/08/2024	P	TRUELSEN, ERIN	PYRL FM-02/18/2024 TO-03/02/2024
DD	78665	1208.10	03/08/2024	P	WHITEHEAD, TARRON D	PYRL FM-02/18/2024 TO-03/02/2024
DD	78666	1159.07	03/08/2024	P	WINES, MATTHEW C	PYRL FM-02/18/2024 TO-03/02/2024
DD	78667	1793.69	03/08/2024	P	BACA, ROBERT A	PYRL FM-02/18/2024 TO-03/02/2024
DD	78668	1417.41	03/08/2024	P	BAZAN, JEAN LUC	PYRL FM-02/18/2024 TO-03/02/2024
DD	78669	1987.34	03/08/2024	P	BROCKETT, MICHAEL D	PYRL FM-02/18/2024 TO-03/02/2024
DD	78670	2066.44	03/08/2024	P	CALBERT, DIANNE	PYRL FM-02/18/2024 TO-03/02/2024
DD	78671	1063.95	03/08/2024	P	COBB, MATTHEW	PYRL FM-02/18/2024 TO-03/02/2024
DD	78672	1355.81	03/08/2024	P	COOK, MACKENZIE	PYRL FM-02/18/2024 TO-03/02/2024
DD	78673	1743.53	03/08/2024	P	CORDOVA, MIA S	PYRL FM-02/18/2024 TO-03/02/2024
DD	78674	1411.18	03/08/2024	P	GLASCOCK, DEVIN D	PYRL FM-02/18/2024 TO-03/02/2024
DD	78675	1041.21	03/08/2024	P	GONZALES, JASMIN	PYRL FM-02/18/2024 TO-03/02/2024
DD	78676	1514.81	03/08/2024	P	GOODWIN IV, EDWARD D	PYRL FM-02/18/2024 TO-03/02/2024
DD	78677	1000.65	03/08/2024	P	HOLGUIN, ANDRES	PYRL FM-02/18/2024 TO-03/02/2024
DD	78678	1690.00	03/08/2024	P	JOHNSON, KOURTLAND	PYRL FM-02/18/2024 TO-03/02/2024
DD	78679	1045.05	03/08/2024	P	MADSEN, JOEL	PYRL FM-02/18/2024 TO-03/02/2024
DD	78680	925.13	03/08/2024	P	MARTINEZ, CHRISTOPHER	PYRL FM-02/18/2024 TO-03/02/2024
DD	78681	1271.91	03/08/2024	P	MCKENNA, AMY JO P	PYRL FM-02/18/2024 TO-03/02/2024
DD	78682	963.13	03/08/2024	P	NOVELLA, NATHAN	PYRL FM-02/18/2024 TO-03/02/2024
DD	78683	1498.09	03/08/2024	P	OQUINN, KEVIN P	PYRL FM-02/18/2024 TO-03/02/2024
DD	78684	1986.81	03/08/2024	P	PARK, HARVEY A	PYRL FM-02/18/2024 TO-03/02/2024
DD	78685	1173.56	03/08/2024	P	PETERSON, ANTHONY R	PYRL FM-02/18/2024 TO-03/02/2024
DD	78686	1140.65	03/08/2024	P	QUAY, ROBERT M	PYRL FM-02/18/2024 TO-03/02/2024
DD	78687	979.10	03/08/2024	P	RODERICK, HANNAH	PYRL FM-02/18/2024 TO-03/02/2024
DD	78688	1866.95	03/08/2024	P	ROMERO, ERICA M	PYRL FM-02/18/2024 TO-03/02/2024
DD	78689	2702.44	03/08/2024	P	SCHWOPE, JOSHUA J	PYRL FM-02/18/2024 TO-03/02/2024
DD	78690	1236.57	03/08/2024	P	SMITH, EDWARD R	PYRL FM-02/18/2024 TO-03/02/2024
DD	78691	1263.12	03/08/2024	P	SOENS, DEIDRA	PYRL FM-02/18/2024 TO-03/02/2024
DD	78692	1119.75	03/08/2024	P	THOMAS, SAMUEL	PYRL FM-02/18/2024 TO-03/02/2024
DD	78693	726.74	03/08/2024	P	WHITE, LESLIE J	PYRL FM-02/18/2024 TO-03/02/2024
DD	78694	1996.73	03/08/2024	P	WILCOX, SONNY M	PYRL FM-02/18/2024 TO-03/02/2024
DD	78695	1776.56	03/08/2024	P	KEMPF, KENDALL D	PYRL FM-02/18/2024 TO-03/02/2024
DD	78696	856.46	03/08/2024	P	LAGOS, NANCY E	PYRL FM-02/18/2024 TO-03/02/2024
DD	78697	922.14	03/08/2024	P	LONG, AUTUMN	PYRL FM-02/18/2024 TO-03/02/2024
DD	78698	1529.40	03/08/2024	P	SPRIGGS, DEBBIE L	PYRL FM-02/18/2024 TO-03/02/2024
	467	589879.05	/ /		TOTAL	

BANK	CK#	TOTAL	DATE	TYPE	NAME	DESC (1st line)
PC	17046	60.00	02/07/2024		NATIONAL NOTARY ASSOCIATION	NM STATE REQUIRED NOTARY TRAIN..
PC	17047	665.55	02/07/2024		STATE LINE TRIBUNE LLP	NOTICE OF ELECTION (ENGLISH/SP..
PC	17048	367.14	02/07/2024		PORTABLE MICROGRAPHICS, INC.	DIGITAL IMAGES TO 16MM FILM
PC	17049	520.47	02/07/2024		STAPLES CONTRACT & COMMERCIAL	OFFICE SUPPLIES
PC	17050	495.36	02/07/2024		C & T TIRES	3 TIRES C070
PC	17051	260.54	02/07/2024		WOOD EQUIPMENT INC	PINS AND OIL FOR TRACTOR
PC	17052	205.04	02/07/2024		HOTEL SANTA FE	COMMISSIONER MADRID HOTEL FOR LE
PC	17053	22.17	02/07/2024		WALMART.COM	SUPPLIES FOR LEGISLATIVE CONFE..
PC	17054	2544.06	02/07/2024		AMAZON MKTPLACE PMTS	PURCHASE AMZN MKTP US OFFICE S..
PC	17055	8.79	02/07/2024		NAPA AUTO PARTS	PURCHASE NAPA AUTO PARTS CLOVIS
PC	17056	43.16	02/07/2024		TOWNE CRIER INC.	PURCHASE 4TE*TOWNE CRIER INC. MO
PC	17057	50.00	02/07/2024		LETR STATE CONFERENCE	2024 LETR STATE CONFERENCE REG..
PC	17058	175.47	02/07/2024		ADVANCE AUTO PARTS #6612	2015 FORD EXPEDITION MINI BULBS
PC	17059	3525.57	02/07/2024		EPCOR WATER	COUNTYLINE FD 747049
PC	17060	1952.75	02/07/2024		PLATEAU TELECOMMUNICAT	ADC ACCT: 452862
PC	17061	1031.18	02/07/2024		QUADIENT LEASING USA, INC	POSTAGE METER LEASE 2 QUARTERS
PC	17062	223.94	02/07/2024		SUDDENLINK OPTIMUM	PURCHASE OPTIMUM INTERNET DEC..
PC	17063	1560.60	02/07/2024		CLAIBORNE REFRIGERATION CO INC	CLAIBORNE INVOICE
PC	17064	1054.00	02/07/2024		WEBSTAURANT STORE INC., THE	NEW STEAM TABLE FOR KITCHEN
PC	17065	394.18	02/07/2024		AMERICAN BARCODE AND RFID	ID BADGES FOR DETAINEES
PC	17066	1098.00	02/07/2024		PEPPERBALL	TRAINING COURSE FOR STANFIELD AN
PC	17067	39.00	02/07/2024		THE LAUNDRY BASKET	DRY CLEANING UNIFORMS
PC	17068	188.66	02/07/2024		A-1 ALIGNMENT CENTER INC.	REAR BRAKES C767
PC	17069	1200.00	02/07/2024		KAMAMA CONSULTING	KAMAMA TRAINING
PC	17070	657.48	02/07/2024		LOWES	DOOR LOCKS AND BOXES
PC	17071	799.10	02/07/2024		OFFICE MAX	OFFICE SUPPLIES
PC	17072	125.00	02/07/2024		SERENDIPITY	DUI PLAQUES
PC	17073	401.10	02/07/2024		U.S.POSTAL SERVICE	MAILING PARTS BACK TO BEE EQUIP
PC	17074	219.15	02/07/2024		YUCCA TELECOM COOP	MELROSE PHONE
PC	17075	33.85	02/07/2024		FASTENAL CO	BOLTS FOR SIGNS
PC	17076	1401.86	02/07/2024		HOLLAND'S CLOVIS OFFICE EQUIP	PER CONTRACT COPY MACHINE CONT..
PC	17077	84.90	02/07/2024		TRACTOR SUPPLY COMPANY	PURCHASE TRACTOR SUPPLY #1230 SA
PC	17078	137.95	02/07/2024		TMS TOTAL MAINTENANCE SOLUTIONS	PURCHASE TMS SOUTH INC DRAIN C..
PC	17079	256.56	02/07/2024		KWIK LUBE OF CLOVIS INC.	PURCHASE KWIK LUBE OF CLOVIS O..
PC	17080	21.58	02/07/2024		ADOBE	ADOBE ACROBAT PRO FOR CLERK TA..
PC	17081	126.28	02/07/2024		STERICYCLE, INC	SHREDDING SERVICES 12/14/23
PC	17082	92.66	02/07/2024		BURNS DO IT CENTER	"PURCHASE BURNS DO IT CENTER E..
PC	17083	29.96	02/07/2024		IPROMOTEU USE V#90857	PURCHASE HARBOR FREIGHT TOOLS 77
PC	17084	48.94	02/07/2024		OREILLY AUTOMOTIVE, INC.	FUNNEL AND OIL FOR ADMIN GENER..
PC	17085	328.23	02/07/2024		CLOVIS MEDIA INC	"PURCHASE CLOVIS MEDIA, INC - FI
PC	17086	120.65	02/07/2024		GREASE MONKEY #561	PURCHASE FSP*GREASE MONKEY 2008
PC	17087	642.72	02/07/2024		THE MASTER'S TOUCH, LLC	PURCHASE THE MASTERS TOUCH MAI..
PC	17088	120.00	02/07/2024		3RD MILLENNIUM CLASSROOMS	TEEN COURT CLASSES
PC	17089	2190.00	02/07/2024		COMMUNITY ANTI-DRUG COALITIONS	CONFERENCE REGISTRATION S PARKS
PC	17090	967.94	02/07/2024		SOUTHWEST AIR	PURCHASE SOUTHWEST FLIGHT STEP..
PC	17091	25.00	02/07/2024		FEDERAL MOTOR CARRIER SAFETY ADM	PURCHASE OF 20 QUERIES FOR DRUG
PC	17092	340.46	02/07/2024		CROWNE ELECTRIC	PURCHASE CROWN ELECTRIC CO 2
PC	17093	41.90	02/07/2024		JOHNSON WHOLESALE LUMBER	PURCHASE JOHNSON WHOLESALE LUM..
PC	17094	38.84	02/07/2024		AUTOZONE #2514	C621 WIPER BLADES
PC	17095	857.65	02/07/2024		TMOBILE	AIR CARDS
PC	17096	7.50	02/07/2024		TRUESCREEN, INC.	PURCHASE VERTICALSCR NSOPR BAC..
PC	17097	27.75	02/07/2024		FIELDPRINT INC.	PURCHASE FIELDPRINT INC FINGER..
PC	17098	69.43	02/07/2024		ALBERTSONS MARKET DBA	PURCHASE ALBERTSONS MARKET 686..
	53	27855.73	/ /		TOTAL	

V.8

Fire & Safety Department

TO: Board of County Commissioners
FROM: Michael Booth
DATE: March 12, 2024
SUBJECT: **Request Approval to Apply for a 2024-2025 Wildfire Risk Reduction Grant in the Amount of $25,000 to Update the Curry County Wildfire Protection Plan with a Required 10% Cash Match from the County Fire Administration Funds - Michael Booth**

The current Curry County Wildfire Protection Plan was last updated in 2016. The plans should be updated every ten years. Grant funds will be used to hire a professional consultant to update the current plan.

Prepared by Kaitlin Bentley
Last updated on 03/05/2024

V.9

Sheriff's Office Department

TO: Board of County Commissioners
FROM: Michael Brockett
DATE: March 12, 2024
SUBJECT: **Request Approval for Application for Law Enforcement Protection Funds (LEPF) for the Village of Grady - Michael Brockett**

Please see attached.

Prepared by Kaitlin Bentley

Last updated on 03/06/2024

ATTACHMENTS:

- GRADY MUNICIPALITY APPLICATION FOR LAW ENFORCEMENT PROTECTION FUND (LEPF) APPLICATION FOR JULY 1, 2024 - JUNE 30, 2025 FISCAL YEAR.pdf
- FY 25 Grady Statutory Compliance.pdf

MUNICIPALITY APPLICATION FOR LAW ENFORCEMENT PROTECTION FUND (LEPF) APPLICATION FOR JULY 1, 2024 - JUNE 30, 2025 FISCAL YEAR

The purpose of the Law Enforcement Protection Fund is to provide the equitable distribution of funds to municipal police, university police, county sheriff, school district police and tribal police departments for use in maintaining and improving those departments in order to enhance the efficiency and effectiveness of law enforcement services.

lwhite@currycountynm.gov Switch account

Draft saved

The name and photo associated with your Google account will be recorded when you upload files and submit this form. Only the email you enter is part of your response.

Any files that are uploaded will be shared outside of the organization they belong to.

* Indicates required question

Email *

lwhite@currycountynm.gov

First and Last Name of person completing this Application: *

Leslie White

Work Phone Number *

575-769-2335

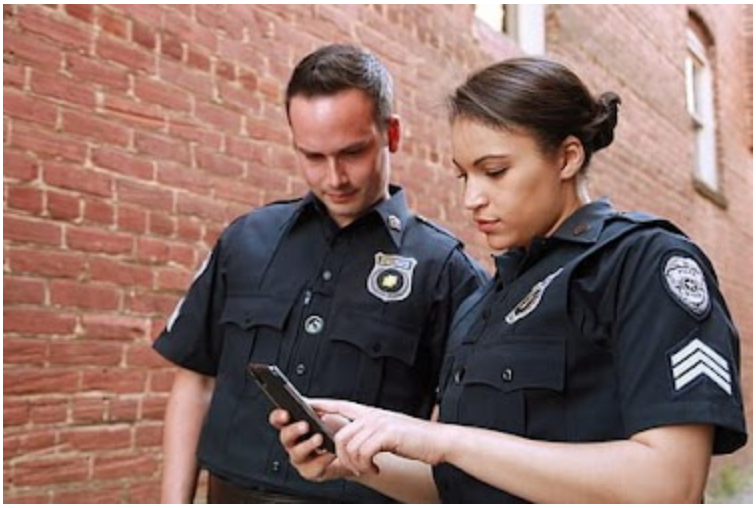
Municipality Applicant *

Grady

Base Rate *

$95,000

Number of Full Time Certified Officers



0 officer count; officer funding = $0; TOTAL = $95,000

Number of School Resource Officers (to be budgeted for training per Section 29-7-14 NMSA 1978) *



0 officer count; officer funding = $0

Attach copy of School Resource Officer Roster

Add file

One of the following documents is REQUIRED: *
1) Official Roster from NM DPS Acadis Portal;
OR
2) Copy of the executed Law Enforcement Agreement with another agency.

FY 25 Grady JPA....

If applicable attach copy of the Academy Roster Form

Add file

PROPOSED USE OF THE LEPF DISTRIBUTION
In the fields below enter the proposed budget for each category

Apparatus & Equipment (enter amount to nearest dollar) *

65000

Advanced Planning & Training (enter amount to nearest dollar) **must budget training for all SRO's** *

30000

Match Requirements for Federal Criminal Justice Programs (enter amount to nearest dollar) *

0

No more than 50% of Replacement Salaries (enter amount to nearest dollar) *

0

Officer Retention Differential (enter amount to nearest dollar) *

0

Community-Orientated Policing (enter amount to nearest dollar) *

0

New Mexico Finance Authority Loan Intercept (enter amount to nearest dollar) *

0

Certification Signature Form *

FY 25 Grady Stat…

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NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

LOCAL GOVERNMENT DIVISION

County/Municipality/School District/University

Application for Law Enforcement Protection Funds (LEPF)

For Fiscal Year July 1, 2024 – June 30, 2025

Name of Local Entity Applying for LEPF: Village of Grady

STATUTORY COMPLIANCE CERTIFICATION

Under penalty of law, I hereby certify that to the best of my knowledge and belief, my local law enforcement agency is in compliance with the statutory requirements stated below: *[Police Chief or Sheriff must initial each section. Indicate "N/A" if section doesn't apply to your local law enforcement agency.]*

1. MB **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-3-11.C. NMSA 1978**: Every law enforcement agency in the state shall: (1) submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; (2) submit any other crime incident information as may be required by the department of public safety; and (3) use the unique code assigned to the crime from the master charge code table distributed by the New Mexico justice information sharing council for the automated fingerprint identification system and use uniform crime incident reporting as provided by the department for all incidents and arrests.

2. MB **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7-7.1.B. NMSA 1978:** Each certified police officer shall provide proof of completing in-service law enforcement training requirements to the officer's law enforcement agency and the executive director no later than March 1 of the year in which the requirements must be met. The executive director shall provide annual notice to all certified police officers regarding in-service law enforcement training requirements. Failure to complete in-service law enforcement training requirements or failure to report completion to the board may be grounds for suspension of a police officer's certification and may result in the state withholding the law enforcement agency's law enforcement protection fund distribution. A police officer's certification may be reinstated by the board when the police officer presents the board with evidence of satisfying in-service law enforcement training requirements.

3. MB **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7-7.2. NMSA 1978:** Every law enforcement agency within the state shall submit quarterly a report to the director on the status of each police officer employed by the law enforcement agency. The reports shall include the status of in-service law enforcement training. The reporting forms and submittal dates shall be prescribed by the director.

4. MB **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7C-7. NMSA 1978:** A. In-service telecommunicator training consists of at least twenty hours of board-approved advanced training, including one hour of crisis management, including crisis intervention, confrontation de-escalation practicum and proper interaction with persons with mental impairments training, for each certified telecommunicator during each two-year period. The first training course shall commence no later than twelve months after graduation from a board-approved basic telecommunicator training program. B. A certified telecommunicator shall provide proof of completion of in-service training requirements to the director no later than March 1 of the year subsequent to the year in which the requirements are met. The director shall provide annual notice to all certified telecommunicators regarding in-service training requirements. Failure to complete in-service training requirements may be grounds for suspension of a telecommunicator's certification at the director's discretion. A telecommunicator may be reinstated at the discretion of the director when the telecommunicator presents to the director evidence the telecommunicator has satisfied the in-service training requirements.

5. MB **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7C-8. NMSA 1978:** A. A safety agency that operates within the state shall submit a quarterly report to the director on the status of each telecommunicator. The reporting forms and submittal dates shall be prescribed by the director. B. The director shall maintain a roster of all certified telecommunicators.

APPLICATION CERTIFICATION

Under penalty of law, we hereby certify that to the best of our knowledge and belief, the information contained in this application and supporting documentation is correct, and that all expenditures of Law Enforcement Protection Fund monies will be made in accordance with Sections 29-13-7 and 29-13-9 NMSA 1978 as well as Rule 2 NMAC 110.3.

Section 1: Must be signed by Police Chief or Sheriff

Signature: _____ **Date:** 6 MAR 24

Printed Name: MICHAEL BROCKETT **Title:** SHERIFF

Section 2: Must be signed by Mayor, County Chairman, School Superintendent, or University Chief Financial Officer

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

V.10

Sheriff's Office Department

TO: Board of County Commissioners
FROM: Michael Brockett
DATE: March 12, 2024
SUBJECT: **Request Approval of Application for Law Enforcement Protection Funds (LEPF) for Curry County - Michael Brockett**

Please see attached.

Prepared by Kaitlin Bentley

Last updated on 03/06/2024

ATTACHMENTS:

- COUNTY APPLICATION FOR LAW ENFORCEMENT PROTECTION FUND (LEPF) APPLICATION FOR JULY 1, 2024 - JUNE 30, 2025 FISCAL YEAR.pdf
- FY25 Curry Statutory Compliance.pdf

COUNTY APPLICATION FOR LAW ENFORCEMENT PROTECTION FUND (LEPF) APPLICATION FOR JULY 1, 2024 - JUNE 30, 2025 FISCAL YEAR

The purpose of the Law Enforcement Protection Fund is to provide the equitable distribution of funds to municipal police, university police, county sheriff, school district police and tribal police departments for use in maintaining and improving those departments in order to enhance the efficiency and effectiveness of law enforcement services.

lwhite@currycountynm.gov Switch account

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Any files that are uploaded will be shared outside of the organization they belong to.

* Indicates required question

Email *

lwhite@currycountynm.gov

First and Last Name of person completing this Application: *

Leslie White

Work Telephone Number *

575-769-2335

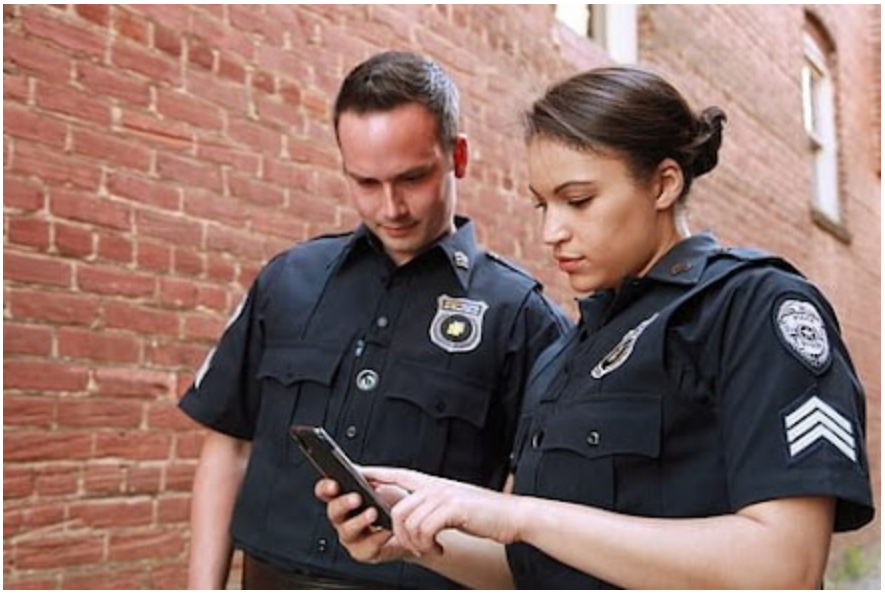
County Applicant *

Curry County

Base Rate *

$95,000

Number of Full Time Certified Officers



14 officer count; officer funding = $21,000; TOTAL = $116,000

Number of School Resource Officers (to be budgeted for training per Section 29-7-14 NMSA 1978) *



0 officer count; officer funding = $0

One of the following documents is REQUIRED: *

1) Official Roster from NM DPS Acadis Portal

OR

2) Copy of the executed Law Enforcement Agreement with another agency.

Personnel Traini...

If applicable attach copy of the Academy Roster Form

Add file

If applicable, attach copy of School Resource Officer Roster Form

Add file

Proposed use of the LEPF Distribution:
In the fields below enter the proposed budget for each category

Apparatus & Equipment (enter amount to nearest dollar) *

90000

Advanced Planning & Training (enter amount to nearest dollar) **must budget training for all SRO's** *

20000

Match Requirements for Federal Criminal Justice Programs (enter amount to nearest dollar) *

0

No more than 50% of Replacement Salaries (enter amount to nearest dollar) *

0

Officer Retention Differential (enter amount to nearest dollar) *

0

Community-Orientated Policing (enter amount to nearest dollar) *

6000

New Mexico Finance Authority Loan Intercept (enter amount to nearest dollar) *

0

Certification Signature Form *

FY25 Curry Statu...

A copy of your responses will be emailed to the address you provided.

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NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

LOCAL GOVERNMENT DIVISION

County/Municipality/School District/University

Application for Law Enforcement Protection Funds (LEPF)

For Fiscal Year July 1, 2024 – June 30, 2025

Name of Local Entity Applying for LEPF: Curry County

STATUTORY COMPLIANCE CERTIFICATION

Under penalty of law, I hereby certify that to the best of my knowledge and belief, my local law enforcement agency is in compliance with the statutory requirements stated below: *[Police Chief or Sheriff must initial each section. Indicate "N/A" if section doesn't apply to your local law enforcement agency.]*

1. NB **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-3-11.C. NMSA 1978**: Every law enforcement agency in the state shall: (1) submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; (2) submit any other crime incident information as may be required by the department of public safety; and (3) use the unique code assigned to the crime from the master charge code table distributed by the New Mexico justice information sharing council for the automated fingerprint identification system and use uniform crime incident reporting as provided by the department for all incidents and arrests.

2. NB **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7-7.1.B. NMSA 1978:** Each certified police officer shall provide proof of completing in-service law enforcement training requirements to the officer's law enforcement agency and the executive director no later than March 1 of the year in which the requirements must be met. The executive director shall provide annual notice to all certified police officers regarding in-service law enforcement training requirements. Failure to complete in-service law enforcement training requirements or failure to report completion to the board may be grounds for suspension of a police officer's certification and may result in the state withholding the law enforcement agency's law enforcement protection fund distribution. A police officer's certification may be reinstated by the board when the police officer presents the board with evidence of satisfying in-service law enforcement training requirements.

3. NB **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7-7.2. NMSA 1978:** Every law enforcement agency within the state shall submit quarterly a report to the director on the status of each police officer employed by the law enforcement agency. The reports shall include the status of in-service law enforcement training. The reporting forms and submittal dates shall be prescribed by the director.

4. MB **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7C-7. NMSA 1978:** A. In-service telecommunicator training consists of at least twenty hours of board-approved advanced training, including one hour of crisis management, including crisis intervention, confrontation de-escalation practicum and proper interaction with persons with mental impairments training, for each certified telecommunicator during each two-year period. The first training course shall commence no later than twelve months after graduation from a board-approved basic telecommunicator training program. B. A certified telecommunicator shall provide proof of completion of in-service training requirements to the director no later than March 1 of the year subsequent to the year in which the requirements are met. The director shall provide annual notice to all certified telecommunicators regarding in-service training requirements. Failure to complete in-service training requirements may be grounds for suspension of a telecommunicator's certification at the director's discretion. A telecommunicator may be reinstated at the discretion of the director when the telecommunicator presents to the director evidence the telecommunicator has satisfied the in-service training requirements.

5. MB **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7C-8. NMSA 1978:** A. A safety agency that operates within the state shall submit a quarterly report to the director on the status of each telecommunicator. The reporting forms and submittal dates shall be prescribed by the director. B. The director shall maintain a roster of all certified telecommunicators.

APPLICATION CERTIFICATION

Under penalty of law, we hereby certify that to the best of our knowledge and belief, the information contained in this application and supporting documentation is correct, and that all expenditures of Law Enforcement Protection Fund monies will be made in accordance with Sections 29-13-7 and 29-13-9 NMSA 1978 as well as Rule 2 NMAC 110.3.

Section 1: Must be signed by Police Chief or Sheriff

Signature: _____ **Date:** 3-5-2024

Printed Name: MICHAEL ROCKETT **Title:** SHERIFF

Section 2: Must be signed by Mayor, County Chairman, School Superintendent, or University Chief Financial Officer

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

V.11

Sheriff's Office Department

TO: Board of County Commissioners
FROM: Michael Brockett
DATE: March 12, 2024
SUBJECT: **Request Approval of Application for Law Enforcement Protection Funds (LEPF) for the Village of Melrose - Michael Brockett**

Please see attached.

Prepared by Kaitlin Bentley

Last updated on 03/06/2024

ATTACHMENTS:

- MELROSE MUNICIPALITY APPLICATION FOR LAW ENFORCEMENT PROTECTION FUND (LEPF) APPLICATION FOR JULY 1, 2024 - JUNE 30, 2025 FISCAL YEAR.pdf
- FY 25 Melrose Statutory Compliance.pdf

MUNICIPALITY APPLICATION FOR LAW ENFORCEMENT PROTECTION FUND (LEPF) APPLICATION FOR JULY 1, 2024 - JUNE 30, 2025 FISCAL YEAR

The purpose of the Law Enforcement Protection Fund is to provide the equitable distribution of funds to municipal police, university police, county sheriff, school district police and tribal police departments for use in maintaining and improving those departments in order to enhance the efficiency and effectiveness of law enforcement services.

lwhite@currycountynm.gov Switch account

Draft saved

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Any files that are uploaded will be shared outside of the organization they belong to.

* Indicates required question

Email *

lwhite@currycountynm.gov

First and Last Name of person completing this Application: *

Leslie White

Work Phone Number *

575-769-2335

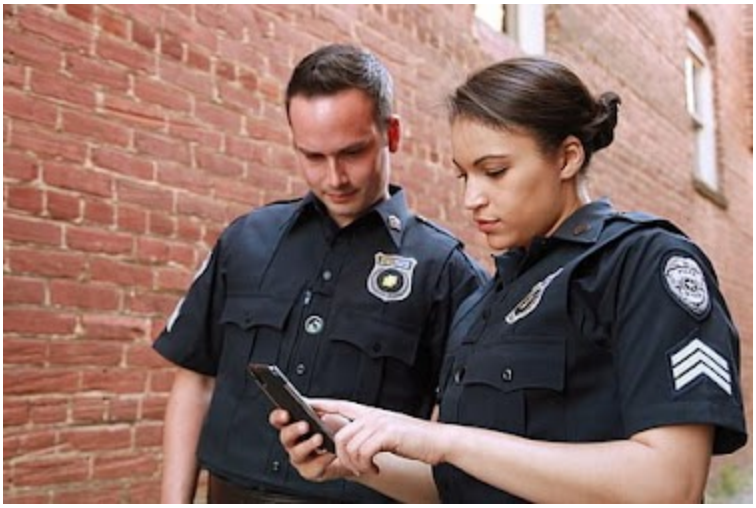
Municipality Applicant *

Melrose

Base Rate *

$95,000

Number of Full Time Certified Officers



0 officer count; officer funding = $0; TOTAL = $95,000

Number of School Resource Officers (to be budgeted for training per Section 29-7-14 NMSA 1978) *



0 officer count; officer funding = $0

Attach copy of School Resource Officer Roster

Add file

One of the following documents is REQUIRED: *
1) Official Roster from NM DPS Acadis Portal;
OR
2) Copy of the executed Law Enforcement Agreement with another agency.

Curry Melrose JP...

If applicable attach copy of the Academy Roster Form

Add file

PROPOSED USE OF THE LEPF DISTRIBUTION
In the fields below enter the proposed budget for each category

Apparatus & Equipment (enter amount to nearest dollar) *

65000

Advanced Planning & Training (enter amount to nearest dollar) **must budget training for all SRO's** *

30000

Match Requirements for Federal Criminal Justice Programs (enter amount to nearest dollar) *

0

No more than 50% of Replacement Salaries (enter amount to nearest dollar) *

0

Officer Retention Differential (enter amount to nearest dollar) *

0

Community-Orientated Policing (enter amount to nearest dollar) *

0

New Mexico Finance Authority Loan Intercept (enter amount to nearest dollar) *

0

Certification Signature Form *

FY 25 Melrose St...

A copy of your responses will be emailed to the address you provided.

Submit Clear form

Never submit passwords through Google Forms.

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NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

LOCAL GOVERNMENT DIVISION

County/Municipality/School District/University

Application for Law Enforcement Protection Funds (LEPF)

For Fiscal Year July 1, 2024 – June 30, 2025

Name of Local Entity Applying for LEPF: Village of Melrose

STATUTORY COMPLIANCE CERTIFICATION

Under penalty of law, I hereby certify that to the best of my knowledge and belief, my local law enforcement agency is in compliance with the statutory requirements stated below: *[Police Chief or Sheriff must initial each section. Indicate "N/A" if section doesn't apply to your 'ocal law enforcement agency.]*

1. MR **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-3-11.C. NMSA 1978**: Every law enforcement agency in the state shall: (1) submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; (2) submit any other crime incident information as may be required by the department of public safety; and (3) use the unique code assigned to the crime from the master charge code table distributed by the New Mexico justice information sharing council for the automated fingerprint identification system and use uniform crime incident reporting as provided by the department for all incidents and arrests.

2. MR **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7-7.1.B. NMSA 1978:** Each certified police officer shall provide proof of completing in-service law enforcement training requirements to the officer's law enforcement agency and the executive director no later than March 1 of the year in which the requirements must be met. The executive director shall provide annual notice to all certified police officers regarding in-service law enforcement training requirements. Failure to complete in-service law enforcement training requirements or failure to report completion to the board may be grounds for suspension of a police officer's certification and may result in the state withholding the law enforcement agency's law enforcement protection fund distribution. A police officer's certification may be reinstated by the board when the police officer presents the board with evidence of satisfying in-service law enforcement training requirements.

3. MR **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7-7.2. NMSA 1978:** Every law enforcement agency within the state shall submit quarterly a report to the director on the status of each police officer employed by the law enforcement agency. The reports shall include the status of in-service law enforcement training. The reporting forms and submittal dates shall be prescribed by the director.

4. MB **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7C-7. NMSA 1978:** A. In-service telecommunicator training consists of at least twenty hours of board-approved advanced training, including one hour of crisis management, including crisis intervention, confrontation de-escalation practicum and proper interaction with persons with mental impairments training, for each certified telecommunicator during each two-year period. The first training course shall commence no later than twelve months after graduation from a board-approved basic telecommunicator training program. B. A certified telecommunicator shall provide proof of completion of in-service training requirements to the director no later than March 1 of the year subsequent to the year in which the requirements are met. The director shall provide annual notice to all certified telecommunicators regarding in-service training requirements. Failure to complete in-service training requirements may be grounds for suspension of a telecommunicator's certification at the director's discretion. A telecommunicator may be reinstated at the discretion of the director when the telecommunicator presents to the director evidence the telecommunicator has satisfied the in-service training requirements.

5. MB **By initialing, I hereby certify that my local law enforcement agency is in compliance with Section 29-7C-8. NMSA 1978:** A. A safety agency that operates within the state shall submit a quarterly report to the director on the status of each telecommunicator. The reporting forms and submittal dates shall be prescribed by the director. B. The director shall maintain a roster of all certified telecommunicators.

APPLICATION CERTIFICATION

Under penalty of law, we hereby certify that to the best of our knowledge and belief, the information contained in this application and supporting documentation is correct, and that all expenditures of Law Enforcement Protection Fund monies will be made in accordance with Sections 29-13-7 and 29-13-9 NMSA 1978 as well as Rule 2 NMAC 110.3.

Section 1: Must be signed by Police Chief or Sheriff

Signature: _____ **Date:** 6 MAR 24

Printed Name: MICHAEL BROCKETT **Title:** SHERIFF

Section 2: Must be signed by Mayor, County Chairman, School Superintendent, or University Chief Financial Officer

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

V.12

Sheriff's Office Department

TO: Board of County Commissioners
FROM: Michael Brockett
DATE: March 12, 2024
SUBJECT: **Request Approval of Memorandum of Understanding (MOU) between Curry County and the Village of Melrose for the Purpose of Law Enforcement Vehicle Transfer - Michael Brockett**

Please see attached.

Prepared by Kaitlin Bentley
Last updated on 03/06/2024

ATTACHMENTS:

- MOU for Law Enforcement Vehicle Transfer-Melrose.pdf

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
CURRY COUNTY AND THE VILLAGE OF MELROSE

This Memorandum of Understanding ("MOU") is made and entered into between Curry County (County) and the Village of Melrose (Village) on this 12th day of March, 2024.

WHEREAS, Curry County and the Village of Melrose mutually support law enforcement coverage within the incorporated areas of the Village of Melrose and the Curry County limits; and

WHEREAS, through a previously agreed upon, and modified Joint Powers Agreement (JPA), the County has agreed to provide Law Enforcement within the Village limits of Melrose to include the enforcement of all State and County Laws, Regulations and Ordinances;

WHEREAS, the Parties recognize that the increase in patrol duties will require the expenditure of additional County resources, including manpower and equipment;

WHEREAS, the Village of Melrose has two (2) law enforcement patrol vehicles that would remain idle if not put into use, and the Parties agree that these vehicles can and should be utilized to accomplish the purposes of the JPA;

WHEREAS, the Village of Melrose desires and is willing to transfer all right and title in the said vehicles, more specifically designated as: 2018 Ram 1500 VIN: 1C6RR7XT9JS335163 and 2019 Ram 1500 VIN: 1C6RR7XT8KS741078 to Curry County;

NOW, THEREFORE, THE COUNTY AND THE VILLAGE DO HEREBY MUTUALLY AGREE AS FOLLOWS:

1. The Village of Melrose transfers all rights and title to Curry County to the following law enforcement patrol vehicles, or, the Village agrees to take all necessary action to transfer such rights and title to the following law enforcement patrol vehicles to Curry County:

    a. 2018 Ram 1500 VIN: 1C6RR7XT9JS335163
    b. 2019 Ram 1500 VIN: 1C6RR7XT8KS741078

2. Upon transfer of title from the Village of Melrose to Curry County, the County shall bear the full expense of registration, maintenance, insurance and any and all future associated fees and cost for the maintenance and ownership of said vehicles.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written below.

Curry County	**Village of Melrose**
By: Lance Pyle, County Manager	By: Meadow Forget, Mayor
Date:	Date:

Approved as to Legal Form:

Daniel J. Macke, Curry County Attorney

V.13

Sheriff's Office Department

TO: Board of County Commissioners
FROM: Michael Brockett
DATE: March 12, 2024
SUBJECT: **Request Approval of Renewal of Joint Powers Agreement (JPA) with the Village of Grady - Michael Brockett**

Please see attached.

Prepared by Kaitlin Bentley
Last updated on 03/06/2024

ATTACHMENTS:

- FY 25 Grady JPA.pdf

JOINT POWERS AGREEMENT

This agreement is entered into between the Board of Commissioners for Curry County, Curry County Sheriff's Office, and the Governing Body of the Village of Grady, NM pursuant to the New Mexico Joint Powers Agreement Act, NMSA 1978, Section 11-1-1 through 11-1-7

PURPOSE OF THE AGREEMENT

Grady, as a Village, is required to provide a position of Law Enforcement Officer for the safety, protection, and welfare of its citizens and the property of Grady, pursuant to NMSA 1978, Section 3-12-4(A). A Municipal Police Officer's powers and duties are delineated at NMSA 1978, Section 3-13-2. Currently Grady is unable to provide adequate Law Enforcement coverage within the Village limits. Grady is requesting the assistance of the Sheriff's Office to provide sufficient coverage. Pursuant to NMSA 1978, Section 4-41-2, the Curry County Sheriff is a countywide Law Enforcement authority.

METHOD AND MANNER BY WHICH THE PURPOSE OF THE AGREEMENT WILL BE ACCOMPLISHED AND POWERS TO BE EXERCISED THEREUNDER

A. The Curry County Sheriff's Office agrees to provide Law Enforcement within the Village limits of Grady, including, but not limited to, the enforcement of all State Laws, Regulations, and Ordinances of the Village of Grady, as set forth herein.
B. Curry County Sheriff's Office Deputies assigned duties within Grady Village limits will be under the direction and control of the Curry County Sheriff's Office at all times; however, they may receive dispatch or other information from any appropriate authority including within Grady Village limits.
C. The Deputy(s) assigned to work within the Village of Grady will continue to work out of the Sheriff's Office in the Curry County Courthouse.
D. Pursuant to NMSA 1978, Section 11-1-4, the parties agree to be strictly accountable for receipts and disbursements that may be issued under this agreement. The parties included herewith will cooperate in providing information to one another to support the most effective public protection and enforcement within Grady Village limits. The Village of Grady receives Law Enforcement Protection Funds on an annual basis and shall allow the Sheriff of Curry County to use said funds to purchase Law Enforcement Equipment, supplies, or for training of Curry County staff, for the purposes of this agreement. All property currently owned and purchased by the Village for the Village of Grady shall remain property of said department, with the use of the same at the discretion of the Sheriff's Office of Curry County within the regulations of the state law. Any property acquired pursuant to this agreement will remain the property of the Village of Grady Law Enforcement Division.
E. The Village of Grady will purchase and provide various equipment, training and supplies as needed or requested by the Curry County Sheriff's Office employees and may be utilized by them throughout the duration of this Joint Powers Agreement.
F. The Village of Grady and the Curry County Sheriff's Office each agree to provide the other with notice of any tort claims or notices of liability or litigation concerning police protection within the Village limits within five (5) days of receipt of notice.
G. Neither party of this agreement shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement and is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et seq.

H. The Curry County Sheriff's Office will be available at all times on a 24 hours/7 days basis, and the Sheriff's Office deputies will promptly respond to all calls.

I. The Curry County Sheriff's Office will provide documentation for requested purchases to the Grady Village Clerk which will be presented to the Village Governing Body at the Regular monthly Village Council meeting for approval. All requests must be approved before any funds are spent. The Village Mayor may approve up to $5,000.00 of purchase without approval from the Governing Body of the Village to expedite the purchasing process.

J. At the end of each calendar month, Grady shall provide County with a detailed itemized breakdown of the expenditures of the law enforcement protection funds which shall include copies of any documentation submitted by the Curry County Sheriff's Office and documentation of any payments made by Grady to Curry County Sheriff's Office or any of the Curry County Sheriff's officers.

DURATION

This agreement will become effective upon execution by the parties and approval by the New Mexico Department of Finance and Administration and shall remain in effect for a period of one (1) year from date of adoption. For termination or rescission of this agreement, either party must provide in writing to the other a request for termination to become effective within thirty (30) days. Nothing in this Agreement shall be constructed as barring any right or remedy incident to such termination or rescission provided by or available under the laws of the United States and the State of New Mexico.

Signed,

Curry County Commission	Date
Curry County Sheriff	Date
Mayor, Village of Grady	Date
DFA Secretary	Date

Clerks Department

TO: Board of County Commissioners
FROM: Clerks Office
DATE: March 12, 2024
SUBJECT: **Request Action of 2024 City of Clovis Municipal Officer Election Canvass Report - LeighAnn Melancon**

City of Clovis will present the canvass report of the March 5, 2024 City of Clovis Municipal Officer Election for Board of Canvass approval.

Thank you,
Annie Hogland

Prepared by Kaitlin Bentley
Last updated on 03/06/2024

ATTACHMENTS:

- Certificate of Canvass Clovis MOE 2024.pdf

CERTIFICATION OF CANVASS RESULTS

We, the undersigned Board of County Commissioners acting as the Board of Canvassers of Curry County, State of New Mexico, canvass the City of Clovis Municipal Officer Election held in said county, March 5, 2024, certify the canvass results text file sent to the Office of New Mexico Secretary of State is a correct canvass of returns of said election.

WITNESS the Honorable Board of County Commissioners, March 12, 2024.

THE BOARD OF COUNTY COMMISSIONERS:

Robert Thornton, Chairman

Brad Bender, Vice Chairman

Fidel Madrid, Member

Dusty Leatherwood, Member

Seth Martin, Member

SEAL

ATTEST:

Annie Hogland, County Clerk

VII.1

Public Services Department

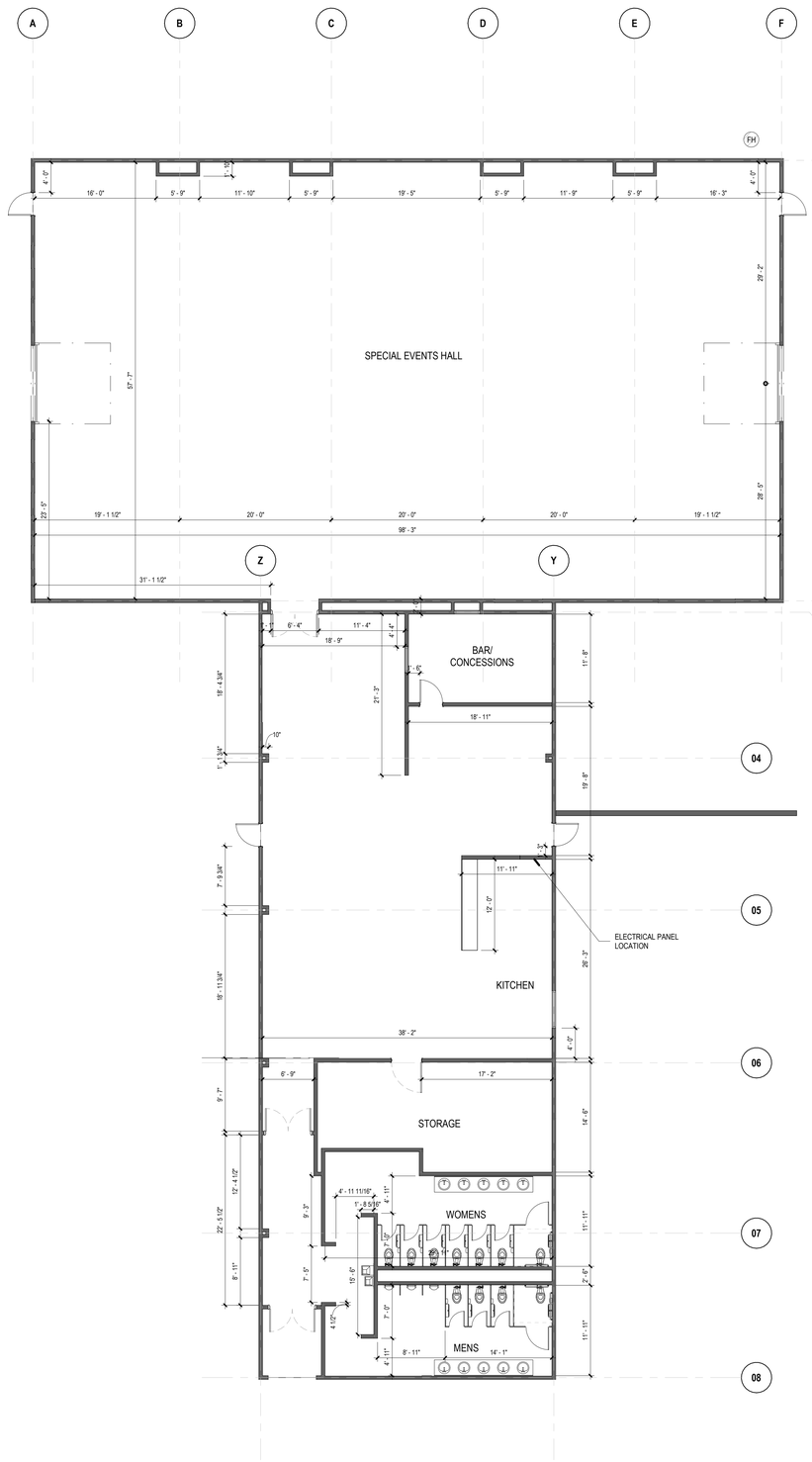
TO: Board of County Commissioners
FROM: Ben Roberts
DATE: March 12, 2024
SUBJECT: **Presentation of Conceptual Design for Renovations to the Indoor Pavilion at the Fairgrounds - Formative Architecture**

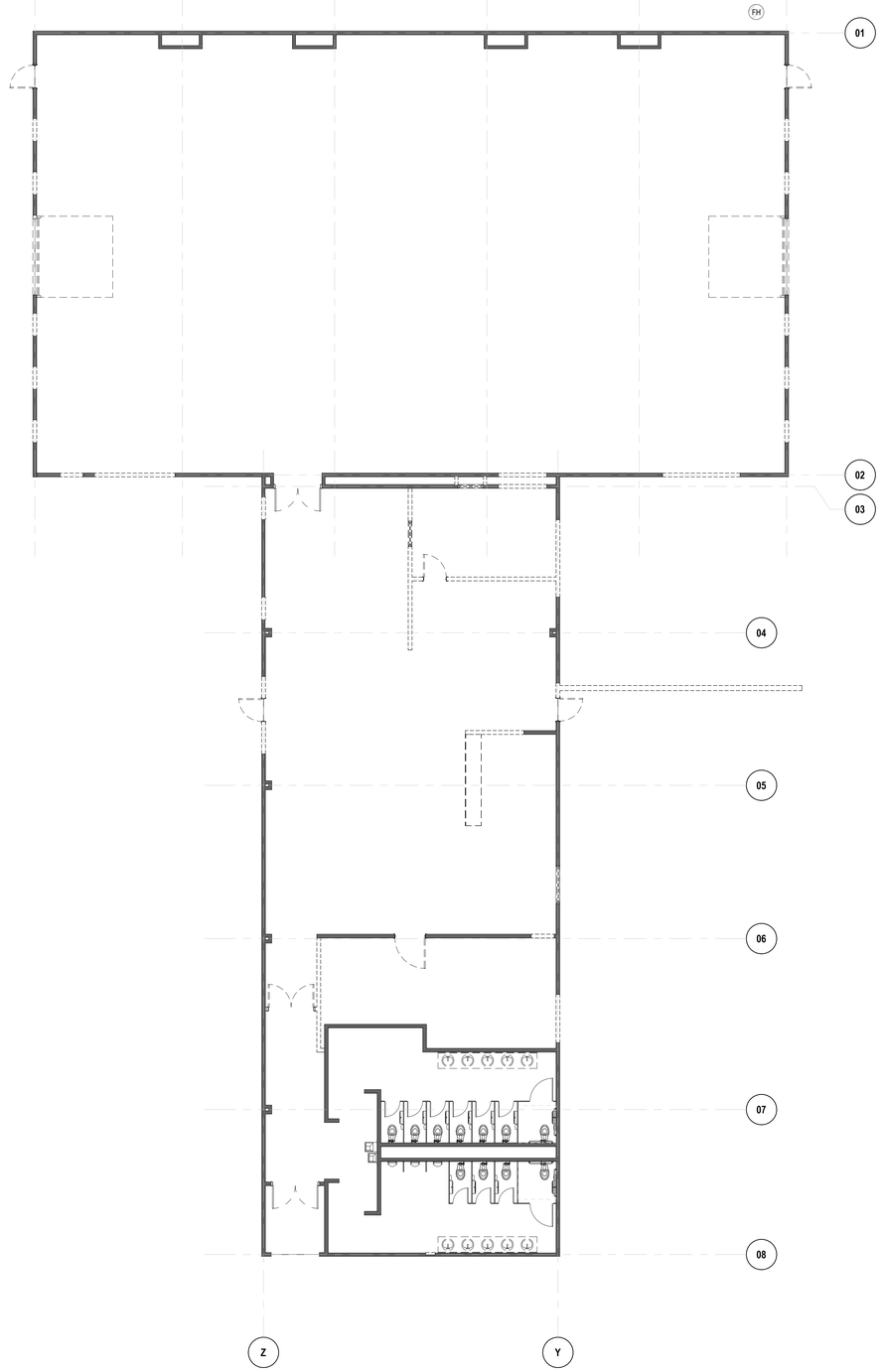
Please see attached.

Prepared by Kaitlin Bentley
Last updated on 02/23/2024

ATTACHMENTS:

- 20240119_CCIP Drawing Set.pdf
- 20240305_CCIP renders.pdf





GENERAL SHEET NOTES

A. CONTRACTOR TO COORDINATE ALL PENETRATIONS THROUGH NEW AND EXISTING WALLS, ROOF AND FLOOR WITH MEP AND STRUCTURAL.
B. EXISTING UTILITIES ARE SHOWN FOR REFERENCE ONLY. NOT ALL EXISTING UTILITIES APPEAR ON THIS SHEET. SEE MECHANICAL AND ELECTRICAL PLANS FOR UTILITIES.
C. UTILITIES SCHEDULED FOR DEMOLITION SHALL BE CAPPED OFF AS CLOSE TO THE SOURCE AS POSSIBLE AND COMPLETELY REMOVED. UTILITY DEMOLITION IS TO BE COMPLETE INSIDE THE LIMITS ON WORK AND INCLUDES, BUT IS NOT LIMITED TO: CONDUIT, PIPE, WIRES, ANCHORS, TIES, ETC. REMOVE AND PROPERLY CAP PLUMBING AND ELECTRICAL CONNECTIONS ASSOCIATED WITH REMOVALS. RELOCATE ACCORDINGLY TO COORDINATE WITH NEW CONSTRUCTION.
D. (E) UTILITY STUBS THAT REMAIN SHALL BE DOCUMENTED ON SURVEYED AS-BUILT DRAWINGS THAT SHALL BE TURNED OVER TO THE OWNER AT CONTRACT CLOSE OUT.
E. ITEMS TO BE SALVAGED AND RELOCATED ARE NOTED IN KEYNOTES ON DEMOLITION PLAN.
F. PATCH AND REPAIR ALL (E) GYPSUM BOARD WALL

REFERENCE KEYNOTES

LEGEND

FORMATIVE ARCHITECTURE
209 GOLD AVENUE, SW
ALBUQUERQUE, NM 87102
505.816.4630 | formativearchitecture.com

CURRY COUNTY
INDOOR PAVILION

600 SOUTH NORRIS STREET
CLOVIS, NEW MEXICO
88101
CONCEPTUAL DESIGN

136

STAMP GOES HERE
01/19/2024

REVISIONS

NOT FOR CONSTRUCTION

NOTES

DRAWN BY	FA
REVIEWED BY	FA
DATE	01/19/2024
PROJECT NO	#23-0043

NORTH + SCALE

DRAWING NAME

EXISTING AND ARCHITECTURAL DEMOLITION PLAN

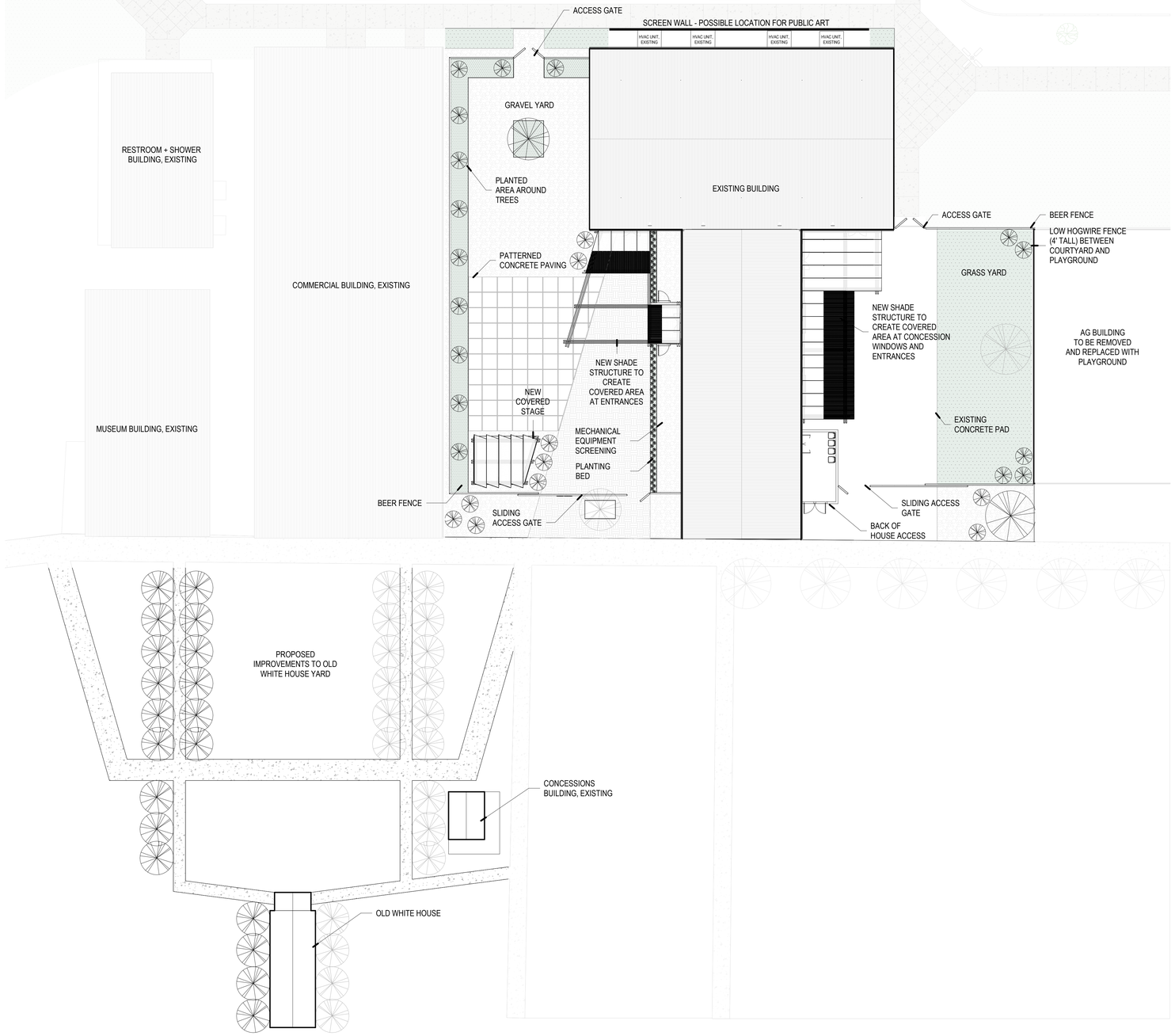
AD101

Sheet No.

1 EXISTING FLOOR PLAN
GROUND LEVEL — 1/8" = 1'-0"

2 DEMOLITION FLOOR PLAN
GROUND LEVEL — 1/8" = 1'-0"

1/19/2024 4:43:55 PM



1/19/2024 4:44:15 PM

1 **SITE PLAN**

1/16" = 1'-0"

GENERAL SHEET NOTES

A. REFERENCE FINISH FLOOR ELEVATION = 100' - 0" (REFERENCE CIVIL DRAWINGS FOR M.S.L.E IF APPLICABLE)
B. ALL PLAN DIMENSIONS ARE TO FACE OF STUD, OR CENTER OF COLUMN UNLESS NOTED OTHERWISE.

REFERENCE KEYNOTES

LEGEND

KEY PLAN

FORMATIVE ARCHITECTURE
209 GOLD AVENUE, SW
ALBUQUERQUE, NM 87102
505.616.4000 | formativearchitecture.com

CURRY COUNTY
INDOOR PAVILION

600 SOUTH NORRIS STREET
CLOVIS, NEW MEXICO
88101

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REVIEWED BY	FA
DATE	01/19/2024
PROJECT NO	#23-0043

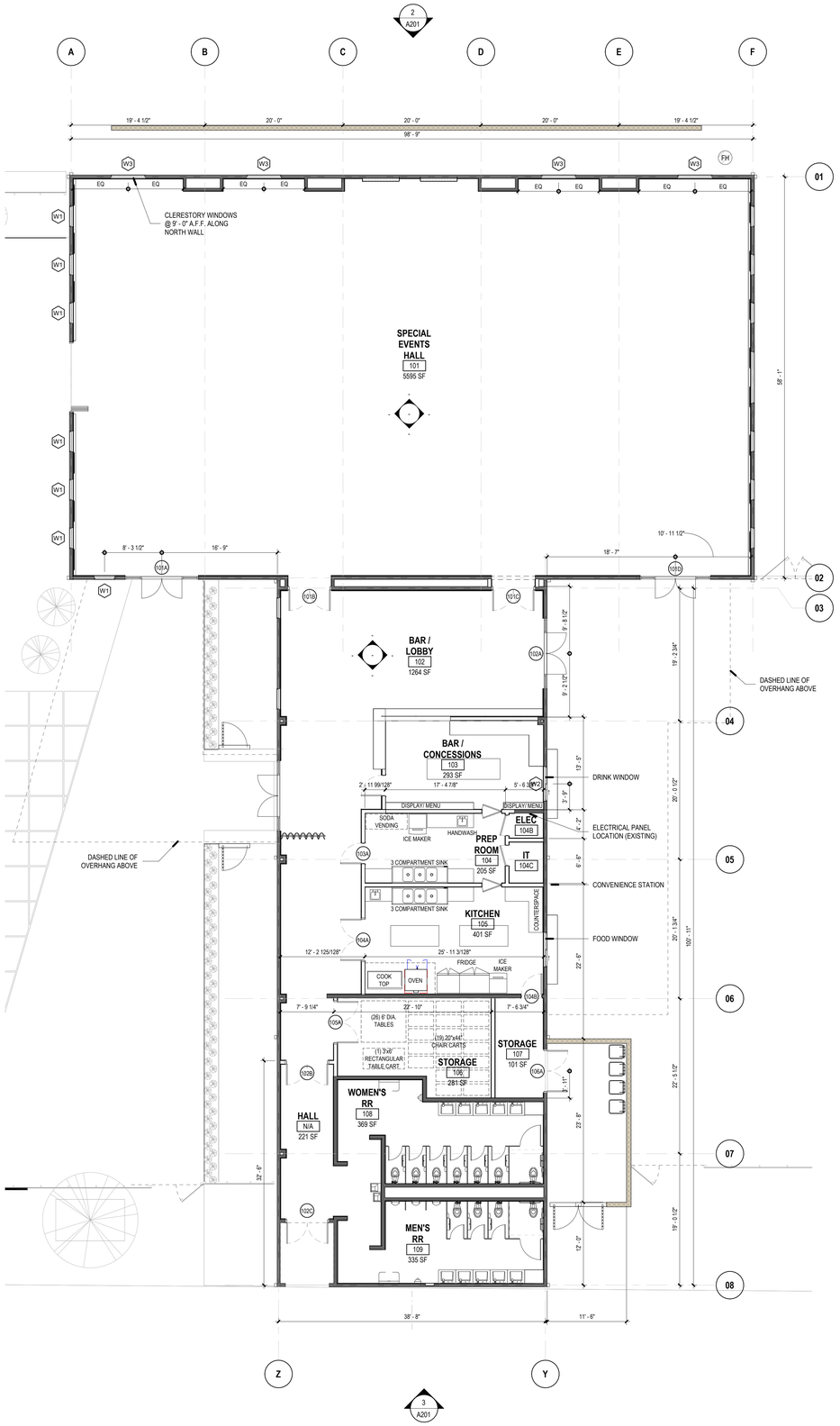
NORTH + SCALE

DRAWING NAME

SITE PLAN

AS101

Sheet No.



GENERAL SHEET NOTES

A. CONTRACTOR TO COORDINATE ALL PENETRATIONS THROUGH NEW AND EXISTING WALLS, ROOF AND FLOOR WITH MEP AND STRUCTURAL.
B. EXISTING UTILITIES ARE SHOWN FOR REFERENCE ONLY. NOT ALL EXISTING UTILITIES APPEAR ON THIS SHEET. SEE MECHANICAL AND ELECTRICAL PLANS FOR UTILITIES.
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D. (E) UTILITY STUBS THAT REMAIN SHALL BE DOCUMENTED ON SURVEYED AS-BUILT DRAWINGS THAT SHALL BE TURNED OVER TO THE OWNER AT CONTRACT CLOSE OUT.
E. ITEMS TO BE SALVAGED AND RELOCATED ARE NOTED IN KEYNOTES ON DEMOLITION PLAN.
F. PATCH AND REPAIR ALL (E) GYPSUM BOARD WALL

REFERENCE KEYNOTES

LEGEND

FORMATIVE ARCHITECTURE
209 GOLD AVENUE, SW
ALBUQUERQUE, NM 87102
505.916.4000 | formativearchitecture.com

CURRY COUNTY
INDOOR PAVILION

600 SOUTH NORRIS STREET
CLOVIS, NEW MEXICO
88101
CONCEPTUAL DESIGN

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DATE	01/19/2024
PROJECT NO	#23-0043

NORTH + SCALE

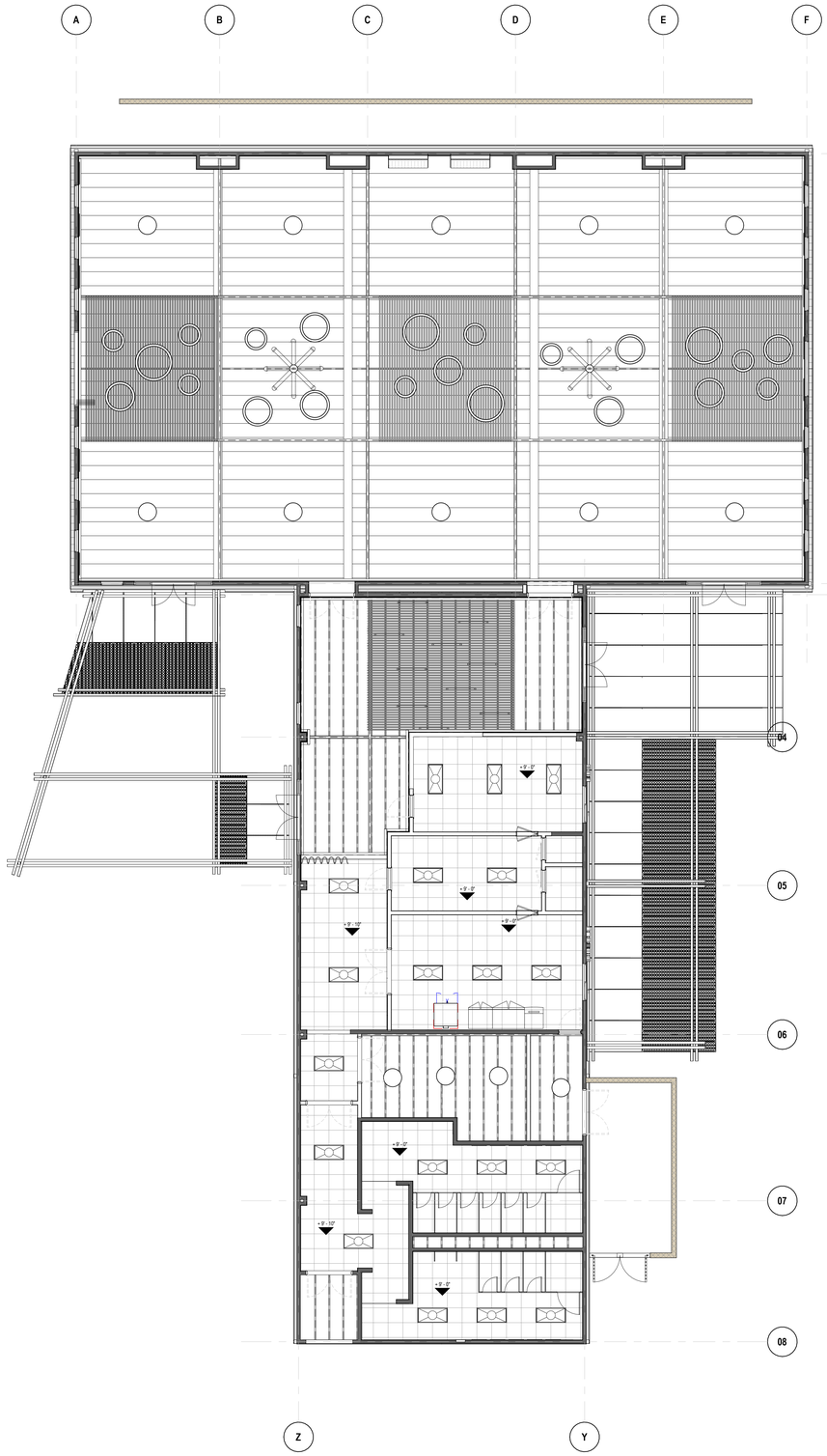
DRAWING NAME
FLOOR PLAN

A101

Sheet No.

1 FLOOR PLAN
GROUND LEVEL 1/8" = 1'-0"

1/19/2024 4:44:16 PM



1 LEVEL 1 CEILING PLAN
1/8" = 1'-0"

1/19/2024 4:44:20 PM

GENERAL SHEET NOTES

A. ALL PLAN DIMENSIONS ARE TO FACE OF STUD, OR CENTER OF COLUMN UNLESS NOTED OTHERWISE.
B. REFER TO MECHANICAL FOR SIZE AND TYPE OF MECHANICAL DIFFUSERS AND GRILLES
C. ALL SUPPLY DIFFUSERS, RETURN GRILLES, AND ACCESS PANELS IN CEILINGS AND WALLS ARE TO BE FACTORY FINISHED, COORDINATE WITH SPEC.
D. ALL SOFFITS TO ALIGN WITH FACE OF ADJACENT WALL, UNO
E. ALL SOFFITS TO RECEIVE P-1 PAINT, UNO. REF FINISH SCHEDULE FOR MORE INFORMATION.
F. GYP BOARD ON VERTICAL FACE IN ALL OPEN TO STRUCTURE SPACES (O.I.S) TO RUN TO BOTTOM OF DECK U.N.O.

REFERENCE KEYNOTES

LEGEND

KEY PLAN

FORMATIVE ARCHITECTURE
209 GOLD AVENUE, S.W.
ALBUQUERQUE, NM 87102
505.510.4930 | formativearchitecture.com

CURRY COUNTY
INDOOR PAVILION

600 SOUTH NORRIS STREET
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NOTES

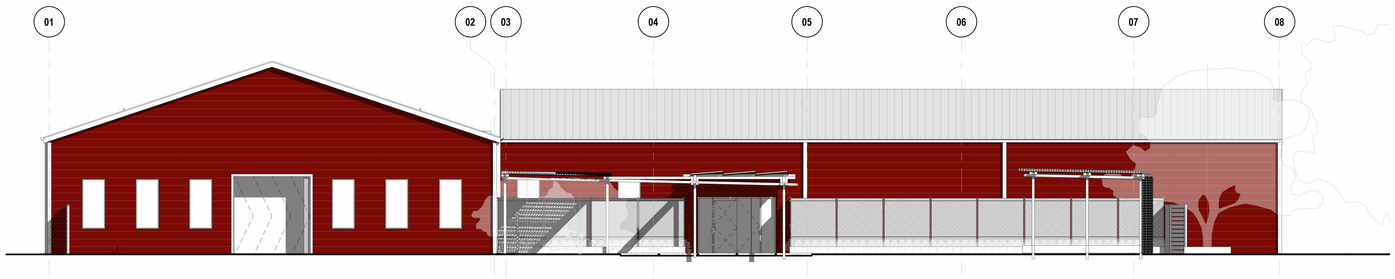
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REVIEWED BY	FA
DATE	01/19/2024
PROJECT NO	#23-0043

NORTH + SCALE

DRAWING NAME
REFLECTED CEILING PLAN

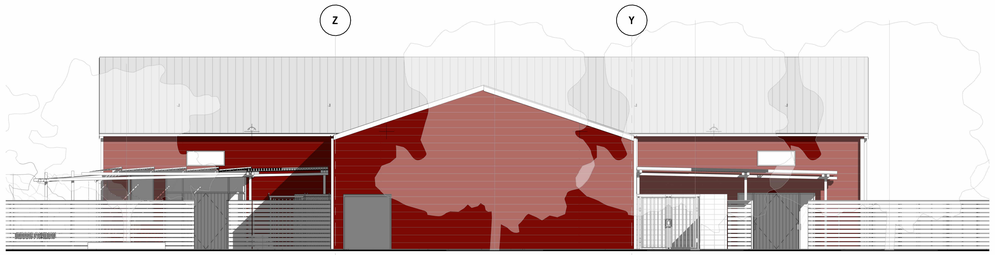
A102

Sheet No.



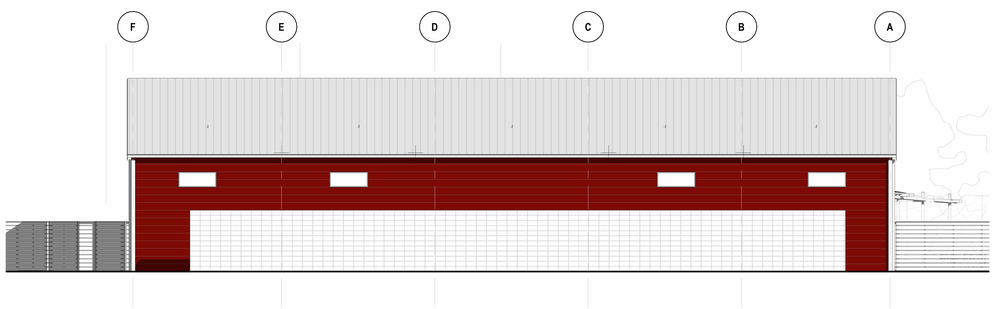
4 **WEST ELEVATION**

1/8" = 1'-0"



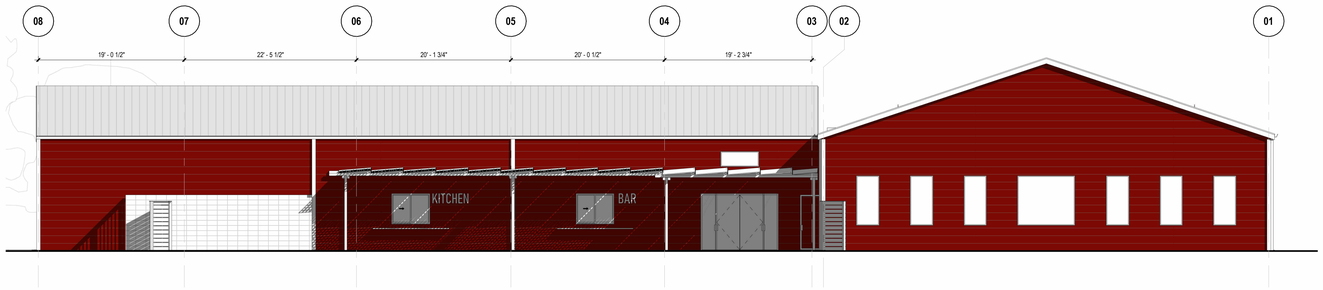
3 **SOUTH ELEVATION**

1/8" = 1'-0"



2 **NORTH ELEVATION**

1/8" = 1'-0"



1 **EAST ELEVATION**

1/8" = 1'-0"

1/19/2024 4:44:45 PM

GENERAL SHEET NOTES

REFERENCE KEYNOTES

LEGEND

KEY PLAN



FORM ATIVE ARCHITECTURE
209 GOLD AVENUE, SW
ALBUQUERQUE, NM 87102
505.616.4606 | formativearchitecture.com

CURRY COUNTY
INDOOR PAVILION

600 SOUTH NORRIS STREET
CLOVIS, NEW MEXICO
88101
CONCEPTUAL DESIGN

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NOTES

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REVIEWED BY	FA
DATE	01/19/2024
PROJECT NO	#23-0043

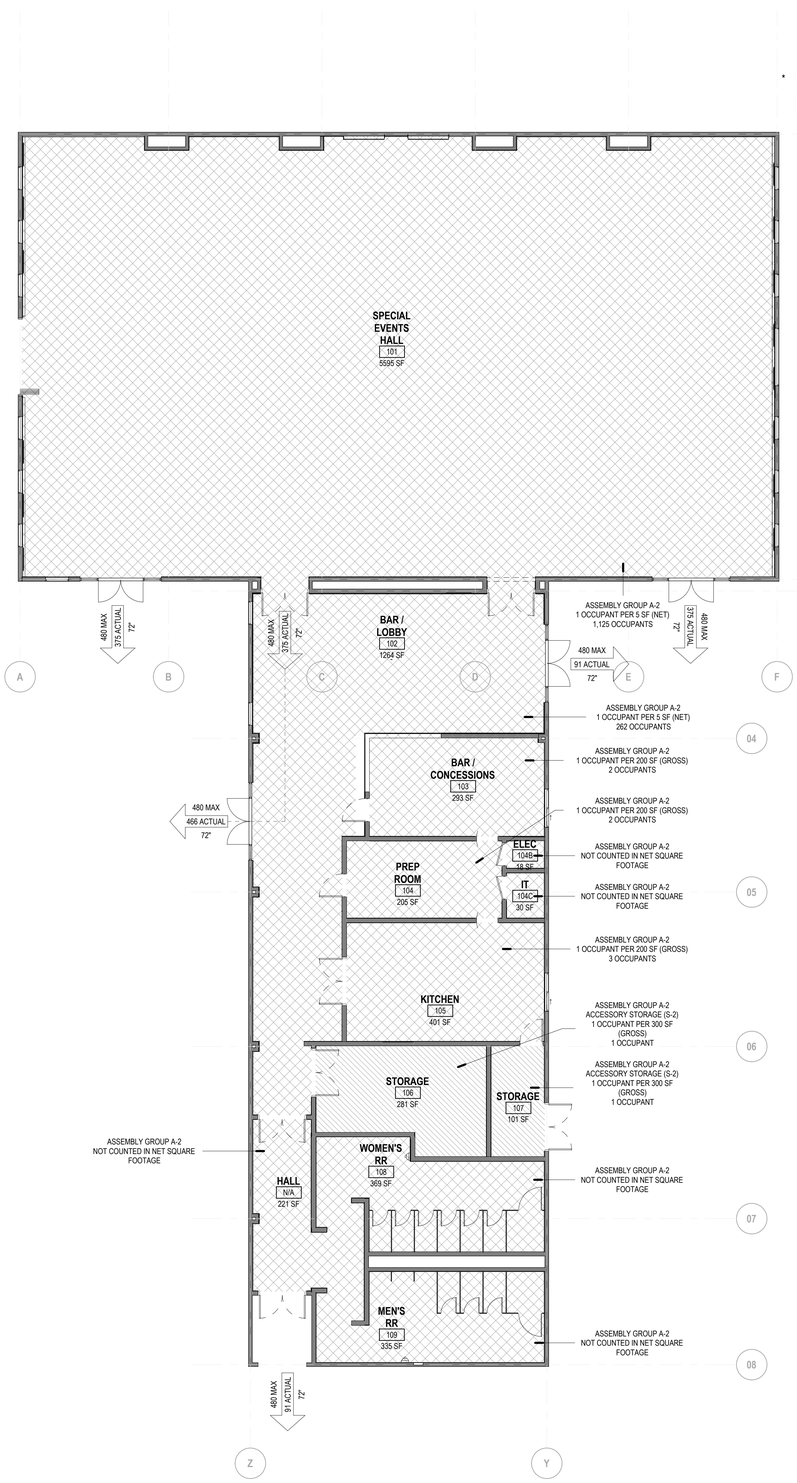
NORTH + SCALE

DRAWING NAME

EXTERIOR ELEVATIONS

A201

Sheet No.



1/19/2024 4:44:45 PM

A1 LEVEL 1 FLOOR PLAN

1/8" = 1'-0"

GENERAL SHEET NOTES

A. EXIT SIGNS WITH BATTERY BACK-UP ARE INDICATED ON ELECTRICAL SHEETS.
B. EMERGENCY LIGHTING IS INDICATED ON ELECTRICAL SHEETS.
C. SHOP DRAWINGS FOR FIRE PROTECTION SYSTEM SHALL BE SUBMITTED TO FIRE MARSHAL'S OFFICE FOR REVIEW PRIOR TO INSTALLATION IF APPLICABLE.
D. LOCATIONS OF EXIT SIGNAGE AND EMERGENCY LIGHTING IS SUBJECT TO REVIEW BY FIRE MARSHAL AND CODE OFFICIAL PRIOR TO INSTALLATION.
E. SHOP DRAWINGS FOR FIRE PROTECTION AND ALARM SYSTEMS SHALL INCLUDE: MANUAL ACTIVATION DEVICE LOCATIONS, LOCATIONS OF BOTH AUDIBLE AND VISUAL ALERT DEVICES, ETC.
F. REFER TO SHEET GI102 FOR MOUNTING HEIGHTS AND CLEARANCES FOR ACCESSIBLE ELEMENTS.

APPLICABLE CODES

2015 NM COMMERCIAL BUILDING CODE
2015 NM EXISTING BUILDING CODE
2018 NM COMMERCIAL ENERGY CODE
2015 NM PLUMBING CODE
2015 NM MECHANICAL CODE
2017 NM ELECTRICAL CODE
ICC/ANSI A117.1 - 2009, ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES

IN ADDITION TO THE ABOVE REFERENCED CODES, CONSTRUCTION IS SUBJECT TO STATE AND LOCAL AMENDMENTS.

LEGEND

- XX — OCCUPANT LOAD/DIRECTION OF EGRESS
- XX MAX / XX ACTUAL / XX.X" — MAXIMUM OCCUPANT LOAD FOR DOOR / ACTUAL OCCUPANT LOAD FOR DOOR / WIDTH OF DOOR (IN INCHES)
- FE — FIRE EXTINGUISHER
- SMOKE PARTITION
- 1 HR RATED WALL ASSEMBLY
- 2 HR RATED WALL ASSEMBLY
- 3 HR RATED WALL ASSEMBLY

FUNCTION OF SPACE (IBC TABLE 1004.1.2)

- ACCESSORY
- ASSEMBLY

CODE SUMMARY

A. USE AND OCCUPANCY CLASSIFICATION: (SECTION 303)

- OCCUPANCY GROUP: A-2 **(ASSEMBLY)**

B. GENERAL BUILDING HEIGHTS AND AREAS: (CHAPTER 5)

- ALLOWABLE HEIGHT, **GROUP A-2, TYPE II-B,NS (CURRENTLY)**
  (TABLE 504.3): 55'-0"
  ACTUAL MAXIMUM HEIGHT: TBD BASED ON EXISTING
- ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE, **GROUP A-2, TYPE II-B,NS (CURRENTLY)** :
  (TABLE 504.4) 2 STORIES
- ALLOWABLE AREA FACTOR, **GROUP A-2, TYPE II-B,NS (CURRENTLY)**
  (TABLE 506.2): 9,500 SF
  BUILDING AREA: **9,620 GSF**
- SECTION 508.3 NONSEPARATED OCCUPANCIES
- SECTION 508.3.3 NO SEPARATION IS REQUIRED BETWEEN NONSEPARATED OCCUPANCIES

c. TYPE OF CONSTRUCTION (CHAPTER 6)

- CONSTRUCTION CLASSIFICATION (SECTION 602.2): **TYPE II-B**
- FIRE RESISTANCE RATING FOR BUILDING ELEMENTS (TABLE 601)
  PRIMARY STRUCTURAL FRAME: 0HRS
  BEARING AND NONBEARING INTERIOR WALLS: 0HRS
  FLOOR AND ROOF CONSTRUCTION: 0HRS
- FIRE-RESISTANCE RATING OF EXT. WALLS BASED ON FIRE SEPARATION DISTANCE (TABLE 602)
  SEPARATION DISTANCE >10 = 0HRS

D. AUTOMATIC SPRINKLER SYSTEM (CHAPTER 9)

- NOT PROVIDED IN EXISTING BUILDING, REQUIRED PER 903.2.1.2.2
  FIRE AREA HAS AN OCCUPANT LOAD OF 100 OR MORE

E. MEANS OF EGRESS (CHAPTER 10)

- TABLE 1004.1.2 OCCUPANT COUNT
  ASSEMBLY (A-2) 7800 NSF / 5 = 1394 OCC.
  STORAGE (S-2) 382 GSF / 300 = 2 OCC.
  1396 OCC. TOTAL
- TABLE 1006.2.1 MAX. COMMON PATH OF EGRESS TRAVEL DISTANCE, OL<30,100FEET, OL> 30, 75'-0"
- SPACES WITH ONE EXIT, MAX OCC LOAD = 49
- TABLE 1017.2 EXIT ACCESS TRAVEL DISTANCE = 200'-0"

F. PLUMBING FIXTURE REQUIREMENTS (TABLE 2903.1)

- OCCUPANT LOADS: TOTAL
  A-2 ASSEMBLY 1394
  S-2 STORAGE 2

CLASSIFICATION	OCC. LOAD (50%)	REQUIRED FIXTURES - MALE: WATER CLOSET RATE	WATER CLOSET NUMBER	LAVATORIES RATE	LAVATORIES NUMBER	OCC. LOAD (50%)	REQUIRED FIXTURES - FEMALE: WATER CLOSET RATE	WATER CLOSET NUMBER	LAVATORIES RATE	LAVATORIES NUMBER
ASSEMBLY	697	1 PER 75	9.293333	1 PER 200	3.485	697	1 PER 75	9.293333	1 PER 200	3.485
RAW TOTALS			10		4			10		4
REQUIRED			**10**		**4**			**10**		**4**

PROVIDED FIXTURES - MALE: ROOM NAME + NUMBER	WATER CLOSET	URINALS	LAVATORIES	PROVIDED FIXTURES - FEMALE: ROOM NAME + NUMBER	WATER CLOSET	LAVATORIES
MEN 108	4	3	5	WOMEN 107	7	5

FORMATIVE ARCHITECTURE
209 GOLD AVENUE, S.W. ALBUQUERQUE, NM 87102
505.816.4000 | formativearchitecture.com

CURRY COUNTY
INDOOR PAVILION

600 SOUTH NORRIS STREET
CLOVIS, NEW MEXICO
88101
CONCEPTUAL DESIGN

141

STAMP GOES HERE
01/19/2024

REVISIONS

1	

NOT FOR CONSTRUCTION

NOTES

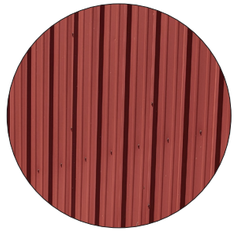
DRAWN BY	FA
REVIEWED BY	FA
DATE	01/19/2024
PROJECT NO	#23-0043

NORTH + SCALE

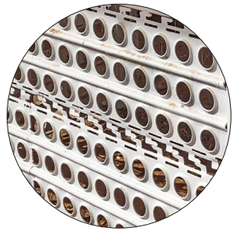
DRAWING NAME
CODE ANALYSIS

G101

Sheet No.



Existing Metal Panel



Masrton Mats, Painted



Existing Concrete Patio



Half Round Wood Beer Fence



Grass Yard



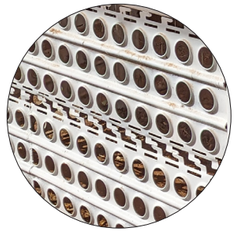
Curry County Indoor Pavilion

Proposed Design Concept *East Entry*

FORMATIVE ARCHITECTURE



Existing Metal Panel



Masrton Mats, Painted



Existing Concrete Patio



Half Round Wood Beer Fence



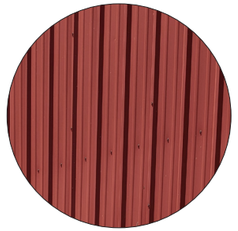
Grass Yard



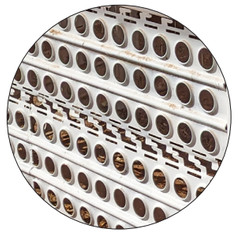
Curry County Indoor Pavilion

Proposed Design Concept *East Yard*

FORMATIVE ARCHITECTURE



Existing Metal Panel



Masrton Mats, Painted



Decomposed Granite



Half Round Wood Beer Fence



Stone Pavers



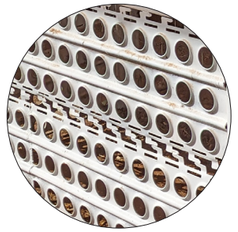
Curry County Indoor Pavilion

Proposed Design Concept *West Entry*

FORMATIVE ARCHITECTURE



Existing Metal Panel



Masrton Mats, Painted



Decomposed Granite



Landscaping



Stone Pavers



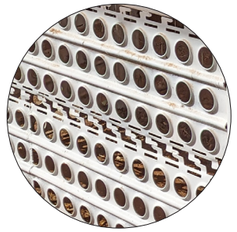
Curry County Indoor Pavilion

Proposed Design Concept *West Doors*

FORMATIVE ARCHITECTURE



Existing Metal Panel



Masrton Mats, Painted



Decomposed Granite



Half Round Wood Beer Fence



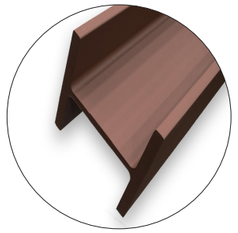
Landscaping



Curry County Indoor Pavilion

Proposed Design Concept *West Yard*

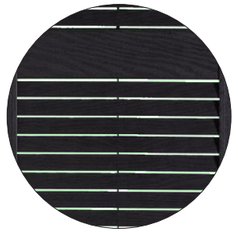
FORM ATIVE ARCHITECTURE



Structure Painted to Replicate Red Iron



Steel Angle



Painted Metal Window Shutters



Rustic Wood Siding



Polished Concrete Flooring



Curry County Indoor Pavilion

Proposed Design Concept *Events Hall*

FORMATIVE ARCHITECTURE



Rustic Wood Ceiling Panels



Steel Angle



Cold Rolled Steel Paneling



Possible Local History Muraling



Polished Concrete Flooring



Curry County Indoor Pavilion

Proposed Design Concept *Lobby and Bar*

FORMATIVE ARCHITECTURE

Grants Department

TO: Board of County Commissioners
FROM: Kristian Price
DATE: March 12, 2024
SUBJECT: **Request Action of Resolution 2024-30 Authorizing the Submission of an Outdoor Recreation Trails+ Grant Program Application With a Cash Match Not to Exceed $20,000 for a Total Project Cost Not to Exceed $60,000 - Kristian Price**

See attached

Prepared by Kaitlin Bentley
Last updated on 03/06/2024

ATTACHMENTS:

- Resolution 2024-30.pdf

CURRY COUNTY RESOLUTION

Resolution No. 2024-30

A RESOLUTION OF THE COMMISSION OF CURRY COUNTY, NEW MEXICO, AUTHORIZING THE SUBMISSION OF AN OUTDOOR RECREATION TRAILS+ GRANT PROGRAM APPLICATION TO THE NEW MEXICO OUTDOOR RECREATION DIVISION OF THE ECONOMIC DEVELOPMENT DEPARTMENT.

WHEREAS, it is of great importance to Curry County to improve the Curry County and the downtown areas in Clovis to better benefit our residents; and

WHEREAS, the purchase and installation of picnic tables and benches will support many residents and events that take place at the Honorable Judge Ruben E. Nieves Courtyard; and

WHEREAS, the Commission finds that there is a significant need to commence improvements to the Main Street area of Clovis to bring events and tourism to the community; and

WHEREAS, the Commission determines that the purchase and installation of picnic tables and benches at the courtyard meets the requirements of the Outdoor Recreation Trails+ Grant Program.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF CURRY COUNTY, NEW MEXICO, **that**

1. Curry County is hereby authorized to prepare and submit an Outdoor Recreation Trails+ Grant application to the New Mexico Outdoor Recreation Division of the Economic Development Department for the purchase and installation of picnic tables and benches;
2. That the Curry County Commission directs and designates 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 Outdoor Recreation Trails+ Grant Program;
3. Curry County officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution;
4. That the application amount be for $40,000.00 to carry out the purchase and installation of picnic tables and benches for the courtyard;
5. That it further be stated that Curry County is committing up to $20,000.00 as a cash contribution toward the purchase and installation of picnic tables and benches for a total project cost of $60,000.00

PASSED, ADOPTED, AND APPROVED this day of March 12, 2024

_____ Curry County_____
Signature, Chief Elected Official Applicant Entity

_____
Name (Typed or Printed)

_____
Title Date

SWORN AND SUBSCRIBED
Here Before me on this _____ day
Of _____, 20____

Notary Public

_____

My Commission expires

_____

VIII.2

Public Services Department

TO: Board of County Commissioners
FROM: Ben Roberts
DATE: March 12, 2024
SUBJECT: **Request Action of Deductive Modification/Change Request in the Amount of $8,311.16 for the Livestock Pavilion Construction for Modified Vent Piping - Ben Roberts**

Please see attached.

Prepared by Kaitlin Bentley
Last updated on 03/06/2024

ATTACHMENTS:

- MCR 006.pdf

MODIFICATION / CHANGE REQUEST NO. 006

DATE: 2/9/2024

PROJECT: CURRY COUNTY LIVESTOCK PAVILION

DESCRIPTION OF PROPOSED WORK: Vent Pipe ASI 003

Curry County Livestock Pavilion
Modify vent piping per ASI 003

Additional Calender Days Added to Contract Per This Change In Scope:		0
General Conditions Cost Increase Due to Added Days to Project		$ -
SUBCONTRACTOR'S COSTS (ATTACH SUBCONTRACTOR'S SHEET AND COST BREAKDOWNS):*		
1	Total of subcontractor's material (attach itemized breakdown):	$ (5,703.98)
2	Total of subcontractor's labor cost including fringe benefits and labor burden (attach itemized breakdown):	$ (1,338.88)
3	Other directly attributable costs allowed (attach itemized breakdown):	
4	Subtotal:	$ (7,042.86)
5	Subcontractor's 15 % of Item 4)	$ (1,056.43)
6	Subcontractor's Bond: 1%	$ (80.99)
7	Permits paid by subcontractor:	$ -
8	Subcontractor's Total Costs:	$ (8,180.28)
GENERAL CONTRACTOR'S COSTS (ATTACH WORKSHEETS)*		
9	GC's material (attach itemized breakdown):	$ -
10	General Contractor's labor cost including fringe benefits and labor burde (attach itemized breakdowr 38 %:	$ -
11	Construction equipment (rental):	$ -
12	Additional GC's/Days to Project per this MCR Scope	$ -
13	Subtotal:	$ -
14	General Contractor's Overhead and Profit on subcontractor 0% % of Item 8)	$ -
15	General Contractor's Overhead and Profit on work by General Contracto 0% % of Item 13):	$ -
16	Subtotal (sum of Items 13,14, and 15):	$ -
17	Permits paid by General Contractor:	$ -
18	Subtotal (sum of Items 8,16, and 17):	$ (8,180.28)
19	Insurance 0 % of Item 18):	$ -
20	Subtotal (sum of Items 18 and 19):	$ (8,180.28)
21	Bond 1.6 % of Item 20):	$ (130.88)
22	MCR Subtotal (sum of Items 20 and 21):	**$ (8,311.16)**
23	Gross Receipts **0.0000** % of Item 22):	$ -
24	General Contractor's total cost (sum of Items 22 and 23):	**$ (8,311.16)**

Owner Name:

Owner Signiture: **Date:**

W.T. Denton Mech., Inc.
316 Norris St. **Phone 575-763-7592**
Clovis, NM 88101
NM Lic# 18520

Date: 1/29/2024

Curry County Livestock Pavilion

Modify vent piping per ASI 003

ITEM	COUNT	PRICE	TOTAL
Beam Clamp 3/8 in.	22	$ 2.65	$ 58.30
Cast Iron No Hub 1/4 Bend 2 in.	2	$ 23.23	$ 46.46
Cast Iron No Hub 1/4 Bend 3 in.	22	$ 30.85	$ 678.70
Cast Iron No Hub 1/4 Bend 4 in.	-1	$ 46.92	$ (46.92)
Cast Iron No Hub 1/8 Bend 3 in.	10	$ 30.85	$ 308.50
Cast Iron X PVC No Hub Coupling 2 in.	-7	$ 11.64	$ (81.48)
Cast Iron X PVC No Hub Coupling 3 in.	-15	$ 16.54	$ (248.10)
Cast Iron No Hub Reducer 3 in. X 2 in.	-1	$ 16.66	$ (16.66)
Cast Iron No Hub Reducer 4 in. X 3 in.	-3	$ 23.96	$ (71.88)
Cast Iron No Hub Sanitary Tee 3 X 3 X 2 in.	1	$ 37.48	$ 37.48
Cast Iron No Hub Sanitary Tee 4 in.	-4	$ 74.59	$ (298.36)
Cast Iron No Hub Sanitary Tee 4 X 4 X 2 in.	-2	$ 50.11	$ (100.22)
Cast Iron No Hub Sanitary Tee 4 X 4 X 3 in.	-18	$ 54.54	$ (981.72)
Cast Iron No Hub Test Tee with Type A Plug 2 in.	-7	$ 43.01	$ (301.07)
Cast Iron No Hub Test Tee with Type A Plug 3 in.	-15	$ 85.57	$ (1,283.55)
Cast Iron No-Hub Pipe 2 in.	20	$ 14.93	$ 298.60
Cast Iron No-Hub Pipe 3 in.	500	$ 20.66	$ 10,330.00
Cast Iron No-Hub Pipe 4 in.	-300	$ 26.81	$ (8,043.00)
Cast Iron Stainless Steel No-Hub Coupling 2 in.	-3	$ 5.93	$ (17.79)
Cast Iron Stainless Steel No-Hub Coupling 3 in.	121	$ 7.10	$ 859.10
Cast Iron Stainless Steel No-Hub Coupling 4 in.	-64	$ 8.38	$ (536.32)
Hanger Galvanized Swivel 3 in.	65	$ 3.38	$ 219.70
Hanger Galvanized Swivel 4 in.	-43	$ 5.49	$ (236.07)
Hex Nut 3/8 in.	32	$ 0.17	$ 5.44
PVC DWV 2 in. Pipe	-240	$ 1.44	$ (345.60)
PVC DWV 3 in. Pipe	-1500	$ 3.50	$ (5,250.00)
PVC DWV 4 in. x 4 in. x 2 in. Combination Tee Wye	-8	$ 22.45	$ (179.60)
PVC DWV 4 in. x 4 in. x 3 in. Combination Tee Wye	-16	$ 28.36	$ (453.76)
PVC DWV 4 in. Combination Tee Wye	1	$ 39.44	$ 39.44
PVC DWV 4 in. Pipe	100	$ 3.87	$ 387.00
PVC DWV 45-Degree Elbow 2 in.	-10	$ 2.62	$ (26.20)
PVC DWV 45-Degree Elbow 3 in.	-12	$ 7.38	$ (88.56)
PVC DWV 45-Degree Elbow 4 in.	4	$ 13.08	$ 52.32
PVC DWV 90-Degree Elbow 2 in.	-22	$ 2.85	$ (62.70)
PVC DWV 90-Degree Elbow 3 in.	-55	$ 10.42	$ (573.10)
PVC DWV Flush Bushing 4 in. x 3 in.	64	$ 5.51	$ 352.64
PVC DWV Coupling 2 in.	-12	$ 1.11	$ (13.32)
PVC DWV Coupling 3 in.	-116	$ 4.03	$ (467.48)
PVC DWV Coupling 4 in.	29	$ 6.94	$ 201.26
PVC DWV Test Cap 2 in.	-7	$ 0.54	$ (3.78)
PVC DWV Test Cap 3 in.	-16	$ 0.87	$ (13.92)
Threaded Rod Galvanized 3/8 in.	80	$ 0.48	$ 38.40
Foam Pipe Wrap	4	$ 15.00	$ 60.00
Unistrut 1-5/8 in.	10	$ 3.72	$ 37.20
Unistrut Clamp 3 in.	8	$ 3.33	$ 26.64
			$ (5,703.98)
Labor per hour			
Journeyman Plumber/Insulator	-20	$ 48.51	$ (970.20)
Equipment Operator	0	$ 34.84	$ -
Plumbing Apprentice	0	$ 28.78	$ -
			$ (970.20)
Labor Burden	38%		$ (368.68)
			$ (7,042.86)
Profit/Overhead	15%		$ (1,056.43)
			$ (8,099.28)
Bond, if needed	1.0%		$ (80.99)
Total amount of change order proposal			**$ (8,180.28)**

MEMORANDUM

DATE: March 5, 2024

TO: Tom Coppedge, Formative Architecture

CC:

FROM: Miguel A. Romero, B & P

SUBJECT: **COUNTY OF CURRY - PRO. ARCH SERVICES FOR CURRY COUNTY MULTIPURPOSE LIVESTOCK PAVILION – B & P JOB #8734**
MCR 006 Vent Pipe ASI 003 CREDIT

As requested we have reviewed the costs associated with the above referenced change order. Our comments are as follows.

Modify vent piping per ASI 003: B&P Response: The attached pricing of MCR 06 of $8,311.16 is fair and reasonable. This review reflected the changes made after MCR 05.

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

Project:	**Curry County Livestock Pavilion**
Project No:	23-0003
ASI No:	**003**
Date:	1/09/2024
Owner:	Curry County
To:	Rene Graham
Copies To:	Monte Graham Victoria Carrizales Ben Roberts

The Work shall be carried out in accordance with the following instructions issued in accordance with the Contract Documents.

Description:

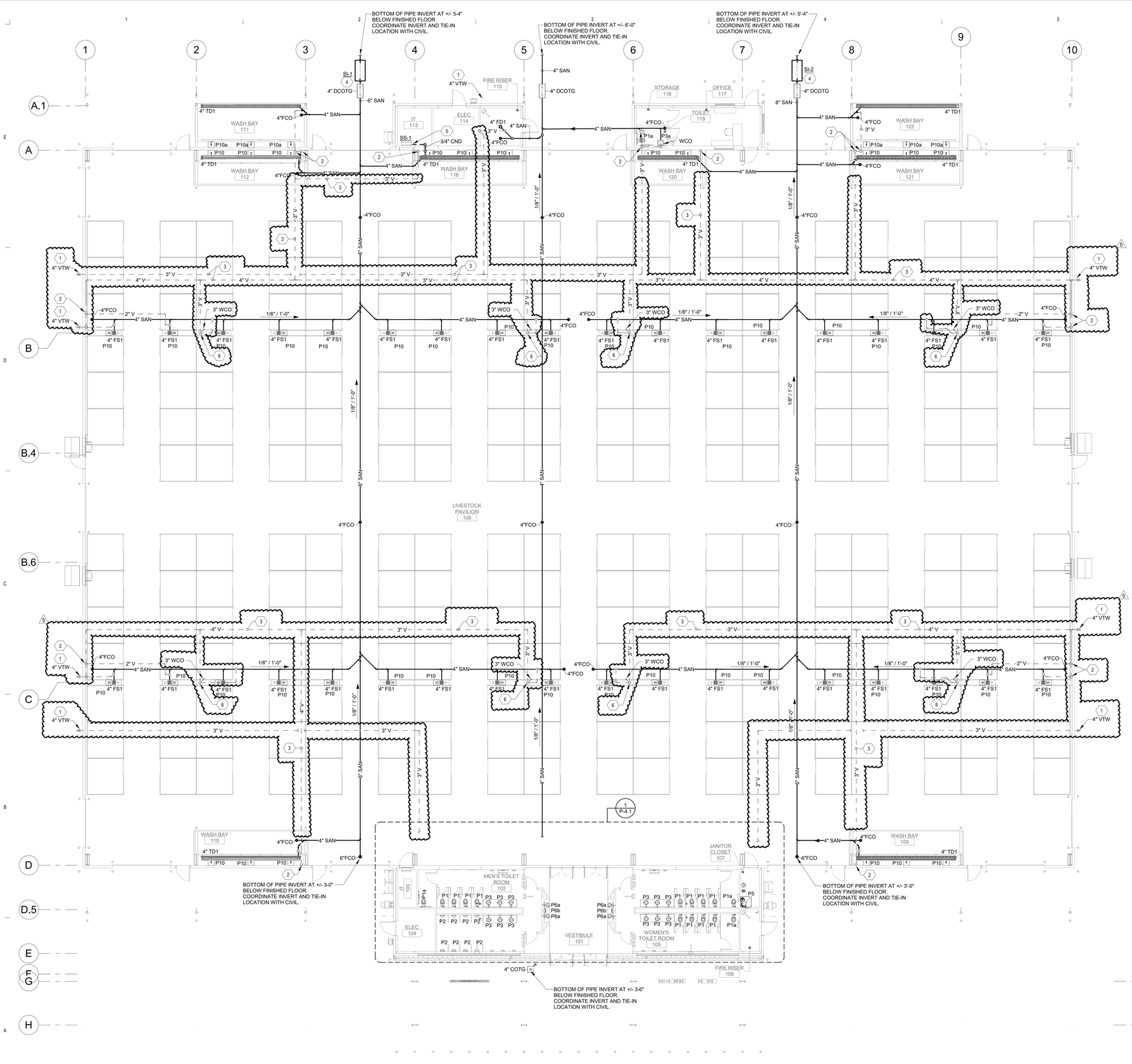
1. PL1.1 WASTE & VENT FLOOR PLAN
    a. **Modified** sheet keynotes 2, 3 and 6. See plan.
    b. **Modified** Vent piping to reflect alternate venting requests per RFI 13 and RFI 25.

Attachments:

PL1.1 WASTE & VENT FLOOR PLAN

Requested By:

Weil Construction



GENERAL SHEET NOTES

A. REFER TO ARCHITECTURAL FLOOR PLANS FOR EXACT LOCATION AND HEIGHTS OF ALL PLUMBING FIXTURES BEFORE ROUGH-IN OR INSTALLATION OF PIPE. PLUMBING FIXTURES SHALL BE MOUNTED AT HEIGHTS SHOWN ON ARCHITECTURAL ELEVATION DRAWINGS.

B. ALL PIPING IN FINISHED ROOMS SHALL BE CONCEALED IN FURRED CHASES UNLESS OTHERWISE NOTED ON THIS DRAWING.

C. PROVIDE HINGED ACCESS DOORS FOR VALVES, WATER HAMMER ARRESTERS, ISOLATION BALL VALVES LOCATED IN NONACCESSIBLE CEILINGS AND CHASES. DOORS FURNISHED PER ARCHITECTURAL SPECIFICATIONS AND PURCHASED AND INSTALLED PER DIVISION 22. ACCESS DOOR RATING SHALL MATCH THE CLASSIFICATION OF WALLS AND CEILING FIRE RATING. COORDINATE COLOR AND TYPE OF ACCESS DOOR WITH ARCHITECTURAL PRIOR TO PERFORMING WORK.

D. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF ALL FIRE RATED AND OR SMOKE RATED WALLS AND ASSEMBLIES. PIPING PENETRATIONS OF FIRE AND SMOKE RATED WALLS AND LISTED ASSEMBLIES SHALL BE CAULKED AIRTIGHT TO THE ADJACENT STRUCTURE BY MEANS OF U.L. LISTED FIRE PROOF CAULKING MATERIAL.

E. COORDINATE ALL PLUMBING PIPING WITH ALL OTHER TRADES AND PROVIDE NECESSARY OFFSETS TO AVOID CONFLICTS AND TO MAINTAIN REQUIRED EQUIPMENT ACCESS AND SERVICEABILITY.

F. PIPING LOCATIONS HAVE BEEN SHOWN FOR CLARITY AND DO NOT NECESSARILY REFLECT THE EXACT LOCATION OF PIPE. COORDINATE ROUTING WITH ALL OTHER TRADES BEFORE INSTALLATION OR MAKEUP OF PIPE. PROVIDE COORDINATION DRAWINGS PER SPECIFICATIONS.

G. REFER TO DRAWING P-7.1 FOR PLUMBING ROUGH IN REQUIREMENTS AND P-5.1 FOR PLUMBING DETAILS.

SHEET KEYNOTES

1. VENT THRU WALL. MAINTAIN 10 FT FROM ALL FRESH AIR INTAKES. COORDINATE FINAL LOCATION AND PIPE PENETRATION FLASHING REQUIREMENTS WITH ARCHITECTURAL.
2. VENT PIPING UP FROM BELOW GRADE AND TIED INTO 4" VENT HEADER LOCATED ABOVE GRADE. PROVIDE WCO ON ALL VENT LINES ROUTE UP FROM BELOW GRADE. TYPICAL. ROUTE PIPING UP ALONG INNER SIDE OF EXTERIOR STEM WALL. PIPING SHALL NOT RISE IN EXTERIOR STEM WALL.
3. VENT PIPING ROUTED OVERHEAD. SIZE PER PLAN.
4. SOLIDS INTERCEPTOR: REFER TO SOLIDS INTERCEPTOR SCHEDULE ON SHEET P-7.1 AND DETAIL A2/P-5.2. PROVIDE REINFORCED CONCRETE COLLAR AND INSTALL PER MANUFACTURERS INSTALLATION REQUIREMENTS.
5. PUMPED CONDENSATE DRAIN ROUTED UP AS HIGH AS POSSIBLE TO 3/4" GRAVITY DRAIN. ROUTE AND SLOPE DRAIN TO NEAREST TRENCH DRAIN. TERMINATE AT TRENCH DRAIN INDIRECTLY WITH 2" MIN AIR GAP. SUPPORT, BRACE AND SLOPE PIPING.
6. 3" VENT PIPING UP FROM BELOW GRADE. ROUTE PIPING UP ALONG COLUMN TO OVERHEAD MAIN. PROVIDE LINE SIZE WCO ON ALL VENT LINES IN AN LOCATION NOT IN CONFLICT WITH PEN RAILS. WCO SHALL FACE AT A 45° ANGLE, AND BE ACCESSIBLE FROM PEN.

A1 WASTE & VENT FLOOR PLAN

3/32" = 1'-0"

0' 8' 16' 32"

FORMATIVE ARCHITECTURE
209 GOLD AVENUE SW ALBUQUERQUE, NM 87102
505.510.4020 | formativearchitecture.com

BRIDGERS & PAXTON
4600 C Montgomery Blvd. NE
Albuquerque, NM 87109 | 505.883.4111 | www.bpce.com
INNOVATIVE | DEPENDABLE | SOLUTIONS

CURRY COUNTY
LIVESTOCK PAVILION

1900 E BRADY AVE. CLOVIS, NM 88101

CONSTRUCTION DOCUMENTS

PATRICK H. WATKINS NEW MEXICO 18118 PROFESSIONAL ENGINEER

REVISIONS

3	7/05/2023	Addendum 2
4	11/07/2023	RFI-012
5	12/21/2023	ASI 003

NOTES

DRAWN BY	MAR/PCN/MJS
REVIEWED BY	PHW
DATE	06/09/2023
PROJECT NO	#23-0003

NORTH + SCALE

DRAWING NAME

WASTE & VENT FLOOR PLAN

PL1.1

Sheet No. 157

Bridgers & Paxton Project No: 8734 12/21/2023 12:02:07 PM D:\Revit 2023\Projects\8734_Curry County Livestock Pavilion_PCNordstrum.rvt

VIII.3

Public Services Department

TO: Board of County Commissioners
FROM: Ben Roberts
DATE: March 12, 2024
SUBJECT: **Discussion and Request Direction on Renovations and Improvements to the Indoor Pavilion at the Fairgrounds - Ben Roberts**

Formative Architecture will have provided a presentation on a conceptual design for the Indoor Pavilion along with the estimated construction cost. They have also provided the County with a proposal to provide Architectural Services through construction of the project for the County to consider. This request is to see how the Commission would like to move forward with the project based on the conceptual design and estimate provided.

Prepared by Kaitlin Bentley
Last updated on 02/23/2024

ATTACHMENTS:

- CC Fairgrounds_IP_Fee Proposal_03 06 2024.pdf

FEE PROPOSAL

Architectural & Engineering Services

FA Project #: P23-0043
Project: Curry County
Fairgrounds Indoor Pavilion Reno (CCIP)
Date: 03/06/2024

To: Ben Roberts
Public Services Director
Curry County
417 Gidding St., Suite 100
Clovis, NM 88101
broberts@currycounty.org
575-763-6016 Ext. 113

Project: Curry County Fairgrounds_Indoor Pavilion renovation

Ben,

Formative architecture PC (Formative) is pleased to provide this proposal for professional services for the renovation of the existing Indoor Pavilion building located to the east of the existing commercial building and to the west of the agricultural building.

PROJECT DESCRIPTION

The Curry County Fairgrounds operates the existing indoor pavilion at 1900 E Brady Ave, Clovis, NM 88101. The existing building includes approximately 5,600gsf of event space, and 4,100gsf of support spaces. The support spaces include a wet bar, kitchen, storage, toilet rooms, janitorial, and entrance lobby.

The proposed project will include limited exterior improvements to the 10,500gsf west patio and the 8,000gsf east patio to allow for the sale and consumption of beer and alcoholic beverages. It is assumed that the County will complete the installation of a new roof and roof insulation within the existing buildings under a separate contract. The new roof and insulation work will be completed prior to the beginning of the construction of the remainder of the proposed interior improvements.

SCOPE OF SERVICES

Our scope of work includes architectural, mechanical, plumbing, electrical and limited civil and structural design for the tenant improvements outlined in the project description. Formative architecture will assist in facilitating a complete construction document package, including plans, details, sections, schedules and specifications ready for permitting and construction. We will provide basic design services, from Schematic Design through Construction Administration, as described in AIA document B101-2017, Basic Form of Agreement Between Owner and Architect. Specifications will be provided as a project manual.

FEE PROPOSAL FOR BASIC SERVICES

CES Vendor Contract No. 2023-01-C1113-ALL

- Based upon the scope outlined above, we propose the following fixed fees:
- The interior renovation will include approximately 9,700sf. The proposed fee is 7% of the estimated opinion of probable construction cost: (225$/sf x 9,700gsf = $2,182,500) or $152,775 NIC NMGRT and NIC reimbursable expenses.
- Professional basic services through construction administration: $152,775
- New Mexico Gross Receipts Tax (rate subject to change) @ 7.9375%
- Additional Services to be negotiated at the time of occurrence.

FORMATIVE
architecture

BASIC SERVICES: $152,775.00
NMGRT: $12,126.52
Total Fee Including NMGRT: $ 164,901.52
Estimated Reimbursables: $5,000

NOT INCLUDED IN BASIC SERVICES

The following are exclusions from Basic Services

- These fees are exclusive of surveys, geotechnical investigation, traffic or air quality studies, off-site work, environmental analyses or reports, variance/entitlements or rezoning applications, and reimbursable expenses.
- Reimbursable expenses include printing, shipping, AIA contract documents, any physical models or presentation boards, and application fees of any kind. Reimbursables will be billed at cost + 10%.
- Landscape Design are excluded from this proposal.
- LEED Certification
- Asbestos or other hazardous material remediation to be provided by Owner if discovered.
- Code review of buildings beyond the immediate project boundary limits.

ADDITIONAL SERVICES

Any service not referenced under basic services shall be considered as additional services. Additional services shall be charged at the hourly rates* described below;

Architect, Principal	$180/hr
Architect, Senior	$150/hr
Architect, Junior	$125/hr
Intern Architect, Senior	$100/hr
Intern Architect, Junior	$80/hr
Graphics	$70/hr
Admin/Financial	$80/hr
Project Manager	$115/hr
Other Consultants	Current Hourly Rates

*Plus NMGRT where applicable

A charge of ten percent of the cost of any consultant shall be added to cover Formative's administrative expenses.

SCHEDULE

When notice to proceed is issued, we will work with you to develop a realistic schedule. We are estimating 120 days to complete the Construction Document phase once NTP is given.

INVOICING

Fee will be invoiced monthly and based on services completed to date. Invoices are due and payable upon receipt.

ACCEPTANCE

If these terms are agreeable to you, please execute a purchase order for this work to CES in the amount required for the selected scope of work (inclusive of NMGRT). Purchase Orders should be uploaded to the Direct Purchase portal accessed through the online interactive Blue Book. We will invoice monthly based on our percentage of completion per phase. Payments are due and payable thirty (30) days from the date of the Architect's invoice. All amounts unpaid one month after the invoice date shall accrue interest at a rate of 1.50% per month, but not to exceed the applicable maximum lawful interest rate in the jurisdiction in which the project is located.

Thank you for the opportunity to submit this proposal. If it is acceptable, please indicate below and return a copy to us for our records. Our receipt of a signed copy

of this document shall serve as our Notice to Proceed and we will work together to draft an industry standard AIA B101-2017 contract. If you have any questions regarding anything contained herein, please do not hesitate to contact me.

Sincerely,



Stephen Teeters, RA
Principal Architect
Formative architecture PC

Accepted By (printed):_____

Accepted By (signature):_____

Date:_____

Public Services Department

TO: Board of County Commissioners
FROM: Ben Roberts
DATE: March 12, 2024
SUBJECT: **Discussion and Request Direction on Mural Project for the Curry County Mounted Patrol Arena - Ben Roberts**

See attached mural options

Prepared by Kaitlin Bentley
Last updated on 03/05/2024

ATTACHMENTS:

- Drew Merritt_Curry County Fairgrounds (1).pdf

THE HERITAGE OF THE AMERICAN WEST IS DEEPLY INTERTWINED WITH THE IMAGERY AND CULTURE OF THE RODEO. RODEOS THEMSELVES ARE A CELEBRATION OF THE SKILLS AND TRADITIONS THAT EMERGED FROM THE EVERYDAY WORK OF CATTLE HERDING AND RANCHING THAT DEFINED THE EARLY DAYS OF THE WESTERN FRONTIER. PICKUP MEN EMBODY THE SPIRIT OF THE WEST IN THEIR BLEND OF COURAGE, SKILL, AND A STRONG SENSE OF DUTY. THEY ARE MODERN-DAY COWBOYS, SHOWCASING ABILITIES THAT HAVE BEEN PASSED DOWN THROUGH GENERATIONS, REFLECTING THE RUGGED INDIVIDUALISM AND COMMUNITY-MINDED ETHOS THAT IS A HALLMARK OF THE WESTERN IDENTITY.





OPTION I : PICK UP MEN ,
GRAPHIC DUST ABSTRACTI
IN ORANGE



OPTION II : PICK UP MEN
GRAPHIC DUST ABSTRAC
IN TEAL



OPTION III : PICK UP MEN ,
SUNSET SCENE



SET AGAINST THE BACKDROP OF THE VAST WESTERN LANDSCAPE, THE MURAL WILL DEPICT THE PICKUP MEN IN ACTION, ENCAPSULATING THE ESSENCE OF TEAMWORK AND THE RUGGED INDIVIDUALISM THAT ARE HALLMARKS OF THE REGION. THIS INTENTION WILL NOT ONLY CONTRIBUTE TO THE NARRATIVE OF THE AMERICAN WEST BUT ALSO ENSURE THAT THE SPIRIT AND STORIES OF OUR HERITAGE CONTINUE TO INSPIRE FUTURE GENERATIONS. IT'S A SUBJECT DEEPLY ROOTED IN MY OWN CONNECTION TO THE WEST, AIMING TO CELEBRATE AND IMMORTALIZE THE VALUES THAT HAVE SHAPED THIS UNIQUE CULTURE.

Public Services Department

TO: Board of County Commissioners
FROM: Ben Roberts
DATE: March 12, 2024
SUBJECT: **Request Action and Associated Expenses to Relocate the Agriculture Barn from the Fairgrounds to the County Road Department - Ben Roberts and Walon Jones**

Quote is attached for new footings needed for the barn at a new location. We are waiting on final costs for moving the building and will provide those prior to the meeting.

Prepared by Kaitlin Bentley

Last updated on 03/06/2024

ATTACHMENTS:

- Est_63_from_Mercadal_General_Contractors_171800.pdf

Mercadal General Contractors

1251 Curry Road 9
NM 88101
5757633130

Estimate

Date	Estimate #
2/28/2024	63

Name / Address
Wayland Jones

Description	Qty	Rate	Total
Concrete Curve 283.6 ft x 1ft x 1ft Concrete includes two runs of rebar as reinforcement concrete includes (12) 2ftx3ft Piers	1	10,350.00	10,350.00T

Subtotal	$10,350.00
Sales Tax (7.9375%)	$821.53
Total	$11,171.53

Information Technology Department

TO: Board of County Commissioners
FROM: Todd Ulses
DATE: March 12, 2024
SUBJECT: **Request Action of Contract with CML Security for Preventative Maintenance at Curry County Adult Detention Center for a Period of Five (5) Years and a Total Cost of $51,100.00 Over the Five (5) Year Period - Todd Ulses**

Prepared by Kaitlin Bentley
Last updated on 03/06/2024

ATTACHMENTS:

- CML Maintenance Agreement.2024 5 yr.pdf
- 24.02.12 Curry County Maintenance Proposal - Biannually Rev02 (1) (1).pdf
- Memo for IT.pdf
- 3 Quote Sheet.pdf

CONTRACT FOR PREVENTIVE MAINTENANCE

THIS CONTRACT is entered into this 12th day of March 2024 by and between the **Board of County Commissioners of Curry County**, hereinafter referred to as "County", and **CML Security, LLC a Foreign Limited Liability Company**, whose address is 1785 W. 160th Ave Ste 700, Broomfield, CO 80023, hereinafter referred to as "Contractor", and collectively both County and Contractor are referred to as the "Parties."

WHEREAS, County is in need of and is requesting preventative maintenance for security detention equipment and security electronics preventative maintenance for systems at the Curry County Detention Center; and

WHEREAS, Contractor has submitted a Preventative Maintenance Proposal and quote that fits within the operating expenditures for the County and which meets its operational needs for a term of five (5) years beginning 2024 through 2028, and which is attached hereto as Exhibit A, and is incorporated herein as fully a part of the contract between the Parties; and

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, as evidenced by their signatures hereto, the parties stipulate and agree as follows:

County shall: comply with any and all reasonable requests of Contractor for access to the facility for services rendered hereunder, provided such access can be made consistent with the overall security needs of the Detention Center, and otherwise agrees to perform substantially in accordance with Section C of Exhibit A.

Contractor shall: Provide comprehensive service and preventative maintenance for security systems at Curry County Detention Center in accordance with Section B of Exhibit A attached hereto and incorporated fully herein. CML Security will reduce the risk of security concerns with proper attention to the integrated control systems including security door hardware at the facility by providing preventative maintenance, programming, and troubleshooting services on a recurring schedule.

Contractor shall perform substantially in accordance with the proposal attached as Exhibit A, including:

1) **SCOPE OF SERVICES.**

Contractor shall inspect, test, troubleshoot, clean and adjust the following:

1. Grounding and Surge Protection

2. Uninterruptible Power Supply (UPS)

3. All Security Control Head End Equipment

4. All Security Enclosures and Equipment Racks

5. Security Door and Utility Controls System

6. Security Intercom and Paging System

7. IP Video System

8. All Related Detention Door Hardware consisting of the following:

· Detention Door Locks
· Detention Door Sliders
· Closers
· Seals, Gaskets & Thresholds
· Stops
· Door Pulls
· Door Position Switches

9. General

- All sales, use and employee taxes included.
- All travel and expenses are included.
- Inspect existing inventory of spare parts needed to maintain systems.
- Make recommendations of additional spare parts needed for inventory.
- Maintain corrections to as-built drawings as required per changes.
- Make backup of software after each alteration per station.

10. Training and Testing

- Work with Curry County Detention Center staff during installation and implementation of any new purchased and installed equipment or programming changes to help County gain a general understanding of the system.
- Train users on proper use and troubleshooting of equipment.
- Upon completion of any installation of new equipment, test to assure optimum functionality and performance are achieved.

11. Programming Changes/Adjustments

- Provide minor programming adjustments to current software configuration as desired by owner.
- Provide programming adjustments to accommodate any new hardware or software desired to be integrated into system.
- Provide documentation of changes made and provide a copy to Curry County Detention Center.
- Provide telephone support for all changes made.

12. Non-programming related onsite support & troubleshooting.

- Provide on-site staff within 48 hours in the event of an emergency.
- Provide on-site staff within 72 hours in the event of a non-emergency.

13. Scheduling

- Work with facility personnel to develop a mutually agreeable schedule for routine maintenance and programming.

- Communicate with facility personnel one-week prior to on-site visit to go over any issues that may need to be addressed in addition to routine maintenance duties.

14. Contacts

- Provide scheduling, non-emergency, and emergency contacts to assure timely attention to any matters that may arise.

15. Insurance

- Provide proof of insurance in the amount of one-million-fifty-thousand dollars ($1,050,000,00) per occurrence and two (2) million ($2,000,000.00) dollars in the aggregate.

16. Off Site Remote Access

- For assistance in programming and troubleshooting of issues that may arise without requiring an onsite presence.
- Remote access is accomplished thru internet connection via access device installed by CML Security and remains property of CML Security throughout maintenance contract.

2) <u>COMPENSATION.</u>

For and in return for the services provided by Contractor, following receipt of the signed report of acceptance from the County, County shall pay Contractor as follows:

The parties agree to the following payment schedule inclusive of applicable NMGRT:

	Annual Maintenance Cost (2 visits/yr.)
2024	$9,850.00
2025	$9,850.00
2026	$10,300.00
2027	$10,300.00
2028	$10,800.00
Total	$51,100.00

All equipment purchases must be approved in writing, by signature, by the Detention Center Administrator in conjunction with the IT Administrator prior to purchase and installation.

It is agreed and County and Contractor will otherwise adhere to the pricing as shown above and included in <u>Exhibit A</u>, Pricing, for additional work outside the preventative maintenance contract.

Contractor must submit payment application to the Curry County Finance Department for payment. The payment application shall be submitted showing work completed within the time period and listing the specific amounts of materials and labor incurred

during said period.

Payment application received by County shall be paid within thirty (30) days of receipt of the same. County reserves the right to question, audit and review any invoice. Final payment of the amount due under the contract shall operate as a release of County, its officers, and employees from any and all liabilities, claims and/or obligations, whatsoever arising from or under this contract.

3) BREACH OF CONTRACT

Contractor understands and agrees to provide the services set forth in this Contract and Exhibit A.

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.

4) TERM AND SCHEDULE.

This Contract shall become effective March 2024 once approved in writing by the Curry County Manager and upon approval by the Board of County Commissioners. Contractor shall be available to commence work immediately upon approval.

The term of this Contract shall be for a total of five (5) years from the date reflected above and shall expire on June 30, 2028.

5) TERMINATION.

This Contract may be terminated by either party hereto for cause upon forty-five (45) calendar day's written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Contract through no fault of the terminating party.

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 the County the required data, reports, summaries, and such other information and materials as may have been accumulated by Contractor.

6) 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, Sections 10-16-1 through 10-16-18,

NMSA 2008. 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.

7) DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES.

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by County, if any, will be kept confidential and Contractor will not disclose to any other party, directly or indirectly, without County's prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of Contractor shall be the sole property of County and shall be delivered to County when requested and at the end of the Contract.

8) INDEPENDENT CONTRACTOR.

Contractor is, and at all times throughout the term of this Contract, be acting as an independent contractor, and not an agent, employee or representative of County and, Contractor shall be responsible for the management of its business affairs. In the performance of the work under this Contract, Contractor will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of County. Without limitation upon the foregoing, Contractor shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of County. Contractor will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither County, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which Contractor accomplishes and performs its services. Nevertheless, Contractor shall be bound to fulfill the duties and responsibilities contained in the Contract.

Contractor represents that it has, or will secure, at its own expense, all personnel require in performing the services under this Contract. Such personnel shall not be employees of, nor have any contractual relationship with County. Contractor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of County by reason of this Contract.

To the extent that Contractor employs any employees, Contractor shall be solely responsible for providing its own form of insurance for its employees and in no event, shall Contractor's employees be covered under any policy of County.

Contractor's retention hereunder is not exclusive. Subject to the terms and provisions of this Contract: (i) Contractor is able, during the Term hereof, to perform services for

other parties; and (ii) Contractor may perform for its own account other professional services outside the scope of this Contract.

9) PERA NOTICE.

If Contractor is a retired member of the New Mexico Employee Retirement Benefit Plan (PERA), then, Contractor shall have the obligation and shall be solely responsible for complying with administrative Rule 2.80.1100.40, NMAC, 2010. It shall be Contractor's sole responsibility to notify PERA of the terms and conditions of this Contract and the compensation payable to Contractor. Contractor shall also have the responsibility to notify County that it is a retired PERA member; however, Contractor shall have sole responsibility for complying with Rule 2.80.1100.40B, NMAC with regard to PERA benefits.

10) NO JOINT VENTURE OR 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.

11) CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. Contractor certifies that the requirements of the Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978 regarding contracting with a public officer or state employee, or former state employee, have been followed.

12) 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.

13) 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.

14) 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.

15) INDEMNITY AND LIMITATION.

Contractor shall indemnify, defend, and hold harmless County from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent, intentional and/or criminal acts, errors, or omissions of Contractor, its officers, employees, agents, or representatives in the performance of services under this Contract.

16) APPLICABLE LAW.

Contractor, by submitting its response to the 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.

17) 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 the County all data, reports, summaries, and such other information and materials as may have been accumulated by Contractor in the performance of this Contract.

18) NOTIFICATION.

All notices or communication required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if served by mail, email or facsimile addressed as follows:

TO COUNTY:	Curry County 417 Gidding St. Suite 180 Clovis, NM 88101 Attn: Todd Ulses, IT Director Phone: 575-763-6016 Fax: 575-763-2656 Email: tulses@currycounty.org
TO CONTRACTOR:	Name: CML Security, LLC Address: 1785 W. 160th Ave Ste 700, Broomfield, CO 80023 Attn: Cory Solberg Phone: 303-908-3290 Email: csolberg@cmlsecurity.us

19) 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 been merged 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.

CML Securities, LLC

_____

By:

Its: _____

Date: _____

Curry County Board of County Commissioners

_____

By: LANCE PYLE, COUNTY MANAGER

Date: _____

APPROVED AS TO FORM:

_____

Daniel J. Macke, County Attorney

Todd Ulses
Curry County
801 Mitchell Street
Clovis, NM 88101

Subject: Preventative Maintenance (PM) Proposal

Dear Mr. Ulses

This correspondence outlines the complete scope of work, including objectives, procedures, identification of responsibilities, and estimated fees for security detention equipment and security electronics preventative maintenance.

Maintenance & Warranty Proposal Outline

1. Section A: Objective
2. Section B: Scope of Services
3. Section C: Facility Responsibilities
4. Section D: Owner Benefits
5. Section E: Pricing

Section A: OBJECTIVE

Provide comprehensive service and preventative maintenance for security systems at Curry County Jail. CML Security will reduce the risk of security concerns with proper attention to the integrated control systems including security door hardware at the facility by providing preventative maintenance, programming, and troubleshooting services on a recurring schedule.

Section B: SCOPE OF SERVICES

Inspect, Test, Troubleshoot, Clean and Adjust the following:

1. Grounding and Surge Protection

2. Uninterruptible Power Supply (UPS)

3. All Security Control Head End Equipment

4. All Security Enclosures and Equipment Racks

5. Security Door and Utility Controls System

6. Security Intercom and Paging System

7. IP Video System

8. All Related Detention Door Hardware consisting of the following:
   - Detention Door Locks
   - Detention Door Sliders
   - Closers
   - Seals, Gaskets & Thresholds
   - Stops
   - Door Pulls
   - Door Position Switches

9. General
   - All sales, use and employee taxes included.
   - All travel and expenses are included.
   - Inspect existing inventory of spare parts needed to maintain systems.
   - Make recommendations of additional spare parts needed for inventory.
   - Maintain corrections to as-built drawings as required per changes.
   - Make backup of software after each alteration per station.

10. Training and Testing
    - Work with Curry County Jail staff during installation and implementation of any new purchased and installed equipment or programming changes to help you gain a general understanding of the system.

- Train users on proper use and troubleshooting of equipment.
- Upon completion of any installation of new equipment, test to assure optimum functionality and performance are achieved.

11. Programming Changes/Adjustments
    - Provide minor programming adjustments to current software configuration as desired by owner.
    - Provide programming adjustments to accommodate any new hardware or software desired to be integrated into system.
    - Provide documentation of changes made and provide a copy to Curry County Jail
    - Provide telephone support for all changes made.

12. Non-programming related onsite support & troubleshooting.
    - Provide on-site staff within 48 hours in the event of an emergency.
    - Provide on-site staff within 72 hours in the event of a non-emergency.

13. Scheduling
    - Work with facility personnel to develop a mutually agreeable schedule for routine maintenance and programming.
    - Communicate with facility personnel one-week prior to on-site visit to go over any issues that may need to be addressed in addition to routine maintenance duties.

14. Contacts
    - Provide scheduling, non-emergency, and emergency contacts to assure timely attention to any matters that may arise.

15. Insurance
    - Provide proof of insurance upon notice of intent to award.

16. Off Site Remote Access
    - For assistance in programming and troubleshooting of issues that may arise without requiring an onsite presence.
    - Remote access is accomplished thru internet connection via access device installed by CML Security and remains property of CML Security throughout maintenance contract.

Section C: FACILITY RESPONSIBILITIES

This project will demand significant and perpetual adjustments to both your software and hardware that is in place. Ultimate success is highly dependent on communication of jail staff with our employees. To help achieve a smooth and successful implementation, it will be the facility responsibility to perform the following:

1. Compile a "punch list" of outstanding items and submit them to CML Security not later than one week prior to our scheduled on-site visit.
2. Schedule a mutually agreeable on-site visit a minimum of 30 days in advance.
3. Provide software development licenses, passwords, and any other development documentation for all existing software, hardware, and programming.
4. Monies, payments, or licensing fees required for updates required by current hardware or software manufacturers or integrators.
5. Replacement parts of any type. CML Security can provide parts at 15% off MSRP.
6. Ensure all software maintenance agreements are in place and current.
    - CML Security will notify facility and provide pricing as required.
7. Provide contacts for the following:
    - Scheduling
    - Authorization of work & equipment to be purchased outside of this contract.
    - Billing

Section D: BENEFITS

Allowing CML Security to partner with Curry County Jail will afford you several benefits to include:

- Responsible use of time & resources
- Timely, knowledgeable responses to questions and issues that arise.
- Experienced staff within the detention industry.
- Programming and equipment recommendations based on facility desires & requirements.
- Personalized service. We prefer the same technician and programmer to be involved with the Curry County Jail on an ongoing basis to assure they are familiar with the facility.
- Performance that meets or exceeds all industry guidelines.
- Reduced overhead and liability.

Section E: PRICING

Biannual Visits (16 man hours per visit)

<table>
<tr><td>Frequency</td><td>Every Six Months (2 Visits)</td></tr>
<tr><td>Term</td><td>One year with fixed price option to renew</td></tr>
<tr><td>Base Annual Cost</td><td>$ Total

<table><tr><td></td><td>Maintenance Cost</td></tr><tr><td>Year 1 (2024)</td><td>$ 9,850.00</td></tr><tr><td>Year 2 (2025)</td><td>$ 9,850.00</td></tr><tr><td>Year 3 (2026)</td><td>$ 10,300.00</td></tr><tr><td>Year 4 (2027)</td><td>$ 10,300.00</td></tr><tr><td>Year 5 (2028)</td><td>$ 10,800.00</td></tr><tr><td>Total</td><td>$ 51,100.00</td></tr></table></td></tr>
<tr><td>Work outside preventative maintenance contract:

Scheduled at least 48-hours prior:

After Hours / Night / Weekend:

Holidays / Emergency:

Remote Access Support:

Travel expenses invoiced at cost:</td><td>

$130.00 per hour

$156.00 per hour, 2 hour minimum, Scheduled

$260.00 per hour, 2 hour minimum

$80.00 per hour

Costs may vary based on location of where nearest available technician is dispatched from.</td></tr>
<tr><td>Discount</td><td>15% discount off total if all five years are accepted in contract. Total discount will be subtracted from the cost of the 5th year.</td></tr>
<tr><td>Parts Pricing</td><td>15% off MSRP</td></tr>
</table>

PRICING NOTES

ALL equipment purchases must be approved IN WRITING, by signature, by appropriate facility personnel prior to being installed.

A detailed T&M quote can be provided for work outside contract prior to any work beginning if requested.

If you prefer an option other than those listed above, we will gladly tailor a program to meet your specific needs.

CLOSING

We appreciate the opportunity to partner with Curry County Jail to provide a solution to fit your needs. If there are any questions or concerns, please feel free to call or email any time.

Respectfully,



Cory Solberg
CML Security
Vice President System Support
C. 303.908.3230
E. csolberg@cmlsecurity.us

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 & Todd Ulses

Date: March 5, 2024

The Information Technology (IT) Department wishes to contract with CML Security for detention center security and door preventative maintenance.

Purchasing was provided with a proposal from CML Security, Cornerstone Detention Products, Inc. and a nonresponsive vendor unable to provide the services the County requires to maintain the Adult Detention Center doors and other various security technology. The IT Department has done its due diligence and has secured the vendor that is most advantageous to the County.

It is Purchasing's recommendation that the County enter into a contract with CML, Security for detention center security and door preventative maintenance. This is pursuant to state Procurement Code.

Melynda Crouch
Purchasing Agent

Curry County Quote Sheet

Product or Service Needed: Detention Center Preventative Maintenance

Date: 3-6-2024 Department: Information Technology

No. 1

Firm Contacted CML Security Telephone 720-466-3650

Firm Representative Making Quote Cory Solberg

NM Bidder's Preference Number _____ Total Cost $51,100.00

Comments: _____

No. 2

Firm Contacted Cornerstone Detention Products Inc Telephone 256-560-4434

Firm Representative Making Quote Brian Burleson

NM Bidder's Preference Number _____ Total Cost $147,055.55

Comments: _____

No. 3

Firm Contacted Securitas Telephone _____

Firm Representative Making Quote _____

NM Bidder's Preference Number _____ Total Cost _____

Comments: This firm was unable to bid.

Purchase Made From CML Security **Purchase Order No.** _____

Purchase Amount _____ **Signed** _____

IX.1

Treasurers Department

TO: Board of County Commissioners
FROM: Kendall Kempf
DATE: March 12, 2024
SUBJECT: **Presentation and Update on Curry County Investments and Its Financial Outlook - Kendall Kempf**

Prepared by Kaitlin Bentley
Last updated on 03/06/2024

IX.2

Treasurers Department

TO: Board of County Commissioners
FROM: Kendall Kempf
DATE: March 12, 2024
SUBJECT: **Request Action of Resolution #2024-31 Authorizing Curry County's Participation in the New Mexico Treasurer's Office's Local Government Investment Pool (LGIP) - Kendall Kempf**

Approve resolution.

Prepared by Kaitlin Bentley
Last updated on 03/06/2024

ATTACHMENTS:

- Resolution 2024-31 djm.pdf
- LGIP-Participant-Manual-6-24-2015.pdf
- Statutes Cited within LGIP-Participant-Manual-6-24-15.pdf
- 6-10-10.1 NMSA 2021.pdf
- LGIP-Participant-Form-Application.pdf
- LGIP-Participant-Form-Certificaton-of-Authorized-Persons.pdf
- LGIP-Participant-Form-Account-Close.pdf
- LGIP-Participant-Form-Internal-Transfer-2015-Administration.pdf
- Final-LGIP-Participant-Form-Transaction-Request.xlsx.pdf
- IPAS-User-Form.pdf
- Curry County, NM Mail - What do I need from the State_.pdf

CURRY COUNTY RESOLUTION #2024-31

A RESOLUTION AUTHORIZING INVESTMENT OF COUNTY MONIES IN THE STATE TREASURER'S LOCAL GOVERNMENT INVESTMENT POOL (LGIP)

WHEREAS, local public bodies in New Mexico are authorized to participate in the Local Government Investment Pool (LGIP), established pursuant to Section 6-10-10.1 NMSA 1978, and operated by the New Mexico State Treasurer; and,

WHEREAS, Curry County desires to participate in the Local Government Investment Pool (LGIP);

NOW THEREFORE, BE IT RESOLVED that the Curry County Board of Commissioners, with the consent of the Board of Finance, authorizes the deposit and withdrawal of monies in the Local Government Investment Pool (LGIP) operated by the State Treasurer's Office.

BE IT FURTHER RESOLVED that the Treasurer and Chief Deputy Treasurer or their successors are authorized to order the deposit or withdrawal of monies in the Local Government Investment Pool (LGIP) until this authority is revoked by action of the Curry County Board of Commissioners, and written notice of such action is received by the State Treasurer' Office.

PASSED AND ADOPTED on this 12th day of March, 2024, by the Curry County Board of Commissioners in an open meeting in Clovis, Curry County, New Mexico.

CURRY COUNTY BOARD OF COMMISSIONERS

_____
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 Macke, County Attorney

Volume

3

NEW MEXICO STATE TREASURER'S OFFICE

New Mexico Local Government Investment Pool (LGIP)

LGIP Participant Manual

Revised 6-24-2015

NEW MEXICO STATE TREASURER'S OFFICE - TIM EICHENBERG, TREASURER

NEW MEXICO LOCAL GOVERNMENT IINVESTMENT POOL

This Manual is intended to summarize current policies of the New Mexico State Treasurer's Office and is not intended to establish any policies. Only policies adopted by the State Treasurer's Office in accordance with statute and the State Treasurer's Investment Policy control the management of the New Mexico Local Government Investment Pool (LGIP). This Manual is not intended to and does not give rise to any additional rights or remedies and is not a contract. The State Treasurer's Office reserves the right to change, delete or amend any policy or procedure unilaterally and without notice.

New Mexico LGIP deposits are not guaranteed or insured by any bank, the state of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New Mexico LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed.

Hannah Chavez, New Mexico LGIP Bureau Chief
2055 South Pacheco St., Suite 100
Santa Fe, NM 87505
Phone 505-955-1154 • Fax 505-955-1182

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LGIP Participant Manual

New Mexico LGIP

The state of New Mexico's participating government investment fund, known as the New Mexico Local Government Investment Pool or the LGIP, is established under NMSA 1978, Section 6-10-10.1. The LGIP is a short-term investment fund, consisting of deposits from governmental entities and Indian tribes or pueblos. The authorizing statute offers eligible participating governments a voluntary investment option that is intended to safely generate market returns by utilizing the purchasing power of a large, pooled fund.

The LGIP is held in the custody of the State Treasurer, who invests the pooled funds as allowed under state statute with the advice and consent of the State Board of Finance. The fund is managed internally by the State Treasurer's professional portfolio managers. Investment activity and performance are reported monthly to the State Board of Finance and to the State Treasurer's Investment Committee, also known as STIC. STIC is composed of the State Treasurer, the Treasurer's Chief Investment Officer, the director of the State Board of Finance, and two public members from the investment community selected by the Treasurer and the State Board of Finance. The State Treasurer's monthly investment reports are posted regularly on the State Treasurer's Office (STO) website at www.nmsto.gov

State Treasurer's Investment Authority and Policy

The scope of the State Treasurer's investment authority is defined by the applicable investment statutes and constitutional provisions, principally NMSA 1978, Sections 6-10-10, 6-10-25, 6-10-26, 6-10-37, 6-10-44 and 6-14-10.1, as well as Article VIII, Section 4 of the New Mexico Constitution. Statutes specify the particular types of investments that may be made by the State Treasurer and establish certain prerequisites, limitations and other requirements related to those investments. Moreover, the State Treasurer may further limit or restrict those investments.

Section 6-10-10.1 establishes guidelines applicable to the investment of funds deposited in the LGIP. This statute requires that the portion of the LGIP invested in short-term investments be rated by a nationally

recognized statistical rating organization and maintain a rating of AA or higher. If the rating received by the LGIP is lower than AA, the State Treasurer shall immediately submit a plan to the State Board of Finance detailing the steps that will be taken to obtain a AA or higher rating. The LGIP adheres to all criteria relevant to its rating category and provides to the rating agency any key policy or staff changes.

In addition to applicable state statutes, the State Treasurer's Investment Policy governs the investment functions of the State Treasurer. The Investment Policy is approved by the State Board of Finance and sets forth investment guidelines for all STO investments. Pursuant to the Policy, all investments made by the STO adhere to the fundamental principles of safety, liquidity, and return in that order.

The Investment Policy further requires the STO to diversify its investment portfolios. Assets are diversified to reduce the risk of loss resulting from an over-concentration of assets in a specific maturity, a specific issuer, or a specific class of securities.

The following investment and diversification limitations are imposed on the LGIP to comply with the Investment Policy and to maintain the fund rating:

- Allowable investments include U.S. Government obligations, commercial paper (with credit ratings of A-1, P-1, F1, or better), corporate bonds (rated A+ or better), asset-backed obligations, repurchase agreements, variable rate notes, New Mexico municipal bonds, and money market funds registered with the Securities and Exchange Commission (SEC).

- Investments in commercial paper, corporate bonds and asset-backed obligations shall not exceed 40 percent of total LGIP assets.

- Investments in commercial paper or corporate bonds of any single issuer shall not exceed 5 percent of the total LGIP portfolio. Investment in U.S. Agency securities issued by any single issuer shall be limited to 33.33 percent of the total LGIP portfolio.

- Investment in a SEC-registered, AAA-rated money market fund shall not represent more than 5 percent of the total assets of that fund and no more than 25 percent of the LGIP portfolio.

- Investment in repurchase agreements with a single A-1 rated counterparty shall be limited to 25 percent of total pool assets. Flexible repurchase agreements are not allowable investments for the LGIP portfolio.

- The weighted average maturity, or WAM, of the portfolio shall be 60 days or less. Portfolio maturities are laddered to avoid undue concentration of assets in a specific maturity sector and to accommodate anticipated cash flow requirements.

- The portfolio shall maintain a minimum of 50 percent of total assets in A-1+ rated securities and a maximum of 50 percent in A-1 rated securities. Repurchase agreement counterparties must have a A-1 or better rating; money market funds used as investments must be AAA rated; commercial paper investments shall be rated A-1+.

- The State Treasurer's Investment Policy mandates that the Pool be invested to maintain a stable net asset value of $1.00 per share. Should the portfolio experience a fluctuation in net asset value that drops below 0.9975 cents per share, the State Treasurer's Office is required by policy to notify the State Treasurer's Investment Committee.

- The final maturity of fixed-rate investments of the Pool shall not exceed 397 days, and the recorded maturity date of callable investments shall be the stated final maturity rather than the call date.

- The STO is required to procure or develop and maintain a shareholder accounting system for the Pool to account for deposits, withdrawals, and interest distributions. To meet this mandate, the STO has implemented the QED Information System, which is an investment accounting and tracking software application.

- Income is equal to accrued interest, plus or minus realized gains or losses, less an administrative fee. The administrative fee is recognized as revenue to the State General Fund. Section 6-10-10.1 directs the State Treasurer to use the administrative fee for the administration and management of the LGIP subject to appropriation by the state legislature.

Participation in the LGIP

Section 6-10-10.1, NMSA 1978 allows eligible participating governments to make deposits in the LGIP with the approval of their governing bodies. Eligible participants include, but are not limited to, school districts, post-secondary educational institutions, special purpose districts, cities and counties, and Indian tribes and pueblos.

Investment of Pool Funds

The scope of the State Treasurer's investment authority is defined by the applicable investment statutes and constitutional provisions, principally NMSA 1978, Sections 6-10-10, 6-10-25, 6-10-26, 6-10-37, 6-10-44 and 6-14-10.1, as well as Article VIII, Section 4 of the New Mexico Constitution. Statutes specify the particular types of investments that may be made by the State Treasurer and establish certain prerequisites, limitations and other requirements related to those investments. Moreover, the State Treasurer may further limit or restrict those investments. Section 6-10-10.1 establishes guidelines applicable to the investment of funds deposited in the LGIP.

Management of Investment of Funds

The State Treasurer's Office Local Government Investment Pool Bureau manages the investments, tracks participant activity, and computes and distributes participant investment earnings. Investment earnings are based upon a participant's account balance and the average term that a deposit is held in the Pool. Professional investment portfolio managers coordinate and execute investment trades utilizing online trading platforms, Bloomberg and TradeWeb in compliance with the State Treasurer's Investment Policy.

Interest on Investment

The Local Government Investment Pool Bureau provides daily an interest rate that estimates the daily return on LGIP deposits along with informational current rates for short-term investments offered by the

U.S. Treasury. The daily rate may be obtained by calling the STO at (505) 955-1171 or visiting the STO website at www.nmsto.gov. Interest income is distributed monthly via automated clearing house (ACH) transaction or is reinvested no later than the fifth working day of the following month. Monthly income shall be equal to accrued interest, plus or minus realized gains or losses, less an administrative fee. The actual interest rate is a blended yield of the investment holdings determined at the end of the accounting period (month end). Interest is earned on the business day of deposit, once a deposit is verified to have been received into the LGIP bank account and has met all deposit requirements set forth by the LGIP Bureau. Once a withdrawal is processed the amount withdrawn no longer receives interest on said amount on the date of withdrawal.

Net Asset Value

The State Treasurer's Investment Policy mandates that the LGIP be invested to maintain a stable net asset value of $1.00 per share. Should

the portfolio experience a fluctuation in net asset value that drops below 0.9975 cents per share, the State Treasurer's Office is required by policy to notify the State Treasurer's Investment Committee.
The LGIP is designed and managed to maintain a net asset value of $1.00 and allows for investment of funds that may be needed by participants at any time.

Separation of Participant Money from Other Public Money in the Investment Pool

Participating governments' invested funds are pooled for investment purposes but are accounted for and reported separately, as required by statute. All interest earned from investment of LGIP assets is distributed to a participant in an amount directly proportionate to their respective amount on deposit in the Pool and the length of time the amount on deposit is invested.

Cost of Participation in the Pool

By law, the STO may charge a fee to participants in the LGIP. A nominal fee is assessed at the end of each month for administrative expenses and services necessary to operate the pool. The fee is assessed based on the average daily balance of the participant balance.

Steps to Become a Participant

An eligible governing body must, by resolution, authorize participation in the LGIP. A copy of the resolution, an application form, and a certificate with signatures of persons authorized to conduct transactions are forwarded to the STO. Upon receipt of the completed documents, STO accepts a deposit into the LGIP. LGIP participant forms are available on the STO website at www.nmsto.gov.

Before the funds of an eligible governing body may be invested or reinvested in the LGIP, it is the responsibility of the eligible governing body to comply with NMSA 1978, 6-10-36, if applicable, and any other statutes or policies that may apply to the eligible governing body.

Risk

All investments purchased for the LGIP have a credit rating of A or better to ensure the highest level of safety. All U.S. Government securities are rated AAA and commercial paper qualifying for investment is rated A-1+. The STO is required by law to have overnight repurchase agreements secured at 102 percent by U.S. Treasury and Agency securities. Additionally, the LGIP requires that repurchase counterparties

be rated A-1 or better.

New Mexico LGIP deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New Mexico LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed. Prior to making investment decisions, participants should consider market risk, interest rate risk, and credit risk in determining whether an investment is appropriate.

A detailed description of risk reportable under GASB Statement No. 40 is available to download from the STO website at www.nmsto.gov, at the "New Mexico LGIP" tab and the "GASB 40 Disclosure" subtab.

Custodian for New Mexico LGIP

The state's fiscal agent bank contracts with a third-party custodian to hold all purchased securities along with the required pledged collateral on the overnight repurchase agreements.

Ratings

Section 6-10-10.1 requires the portion of the LGIP invested in short-term investments be rated by a nationally recognized statistical rating organization and maintain a rating of AA or higher. If the rating received by the LGIP is lower than AA, the State Treasurer shall immediately submit a plan to the State Board of Finance detailing the steps that will be taken to obtain a AA or higher rating.

The ongoing rating process involves a review of the STO's internal controls, investment policies and procedures, portfolio inventory, and the fund manager's experience. The New Mexico LGIP is rated AAAm. The LGIP adheres to all criteria relevant to its rating category and provides to the rating agency any key policy or staff changes.

Independent Auditor

The STO is subject to annual review and audit by an independent auditor and the New Mexico State Auditor. The annual audit reports for the fiscal years ended June 30, 2011, through June 30, 2014 are downloadable from the STO website at www.nmsto.gov.

Availability of Participant Funds

When depositing money in excess of $20 million into the LGIP, participants must notify the LGIP bureau of the length of time the deposit will be in the Pool. Participant funds of amounts less than $30 million may be withdrawn the business day following notification to the

STO. Withdrawal requests between $30 million and $60 million require notification of two business days. Withdrawals between $60 million and $100 million requires notification of five business days. Withdrawals in excess of $100,000 requires notification of ten business days. Only those persons authorized on a participant's LGIP application shall conduct transactions for a participant's account. All forms associated with participant deposits or withdrawals are available on the STO website at www.nmsto.gov.

The following procedures must be followed in order for participants to deposit or withdraw funds from the LGIP portfolio.

Notification of the intent to submit a transaction form must be provided to STO via phone, email, or fax.

Contribution and withdrawal forms must be completed, signed by the authorized person, and sent to STO via fax or email.

Participants are responsible for providing accurate banking instructions to the LGIP Bureau. Participants are also responsible for updating account information a minimum of once a year. Participants should also ensure that their contact information is updated as necessary.

Contributions

Once a participant provides the proper documentation to LGIP, the participant must contact their respective financial institution to implement the transaction. When the STO receives funds from the participant's financial institution, a deposit is made into the LGIP bank account. The transaction is then entered into the participant's LGIP account and the funds are available for withdrawal.

Withdrawals

Once a participant provides the proper documentation of a withdrawal to the LGIP Bureau, the request will be reviewed for acceptance by the LGIP Accountant. Upon acceptance, the LGIP Accountant will process the request through the LGIP Financial system.

The LGIP Bureau will transfer funds based on the banking information provided to the LGIP Bureau. All of the following withdrawal guidelines must be followed by LGIP participants:

Withdrawal Guidelines

- Amounts less than $30 million may be withdrawn within 24 hours of notice to the STO;
- Amounts of $30 million to $60 million require notice of 2 business days to the STO;
- Amounts of $60 million to $100 million require notice of 5 business days to the STO.
- Amounts in excess of $100 million requires notification of 10 business days to the STO.

Funds are withdrawn from the Pool one business day prior to transfer to maintain the liquidity of the Pool for all participants.

With prior approval by the LGIP Bureau Chief or a designee, participant withdrawals made within the 24-hour limitation will be treated as an emergency withdrawal. Participants will be charged an emergency withdrawal fee to cover the cost of the emergency wire. Emergency withdrawal requests must follow the withdrawal procedure outlined above and must include a letter explaining the emergency. The LGIP Bureau reserves the right to decline any emergency withdrawals.

Stability Protection

Notwithstanding the withdrawal guidelines, the STO reserves the right to limit participant withdrawals if the State Treasurer determines that doing so is required to ensure the stability of the LGIP.

STO Contact Information:

- LGIP Bureau Fax: (505) 955-1182
- LGIP Email: nmsto.lgip@state.nm.us
- Victoria Hutchison, LGIP Participant Coordinator
  Phone: (505) 955-1161
  Email: Victoria.Hutchison@state.nm.us
- Hannah Chavez, LGIP Bureau Chief
  Phone: (505) 955-1154
  Email: Hannah.chavez@state.nm.us

JUSTIA

Go to previous versions of this Section ↓

2021 New Mexico Statutes
Chapter 6 - Public Finances
Article 10 - Public Money
Section 6-10-10.1 - Local government investment pool created; distribution of earnings; report of investments.

Universal Citation: NM Stat § 6-10-10.1 (2021)

A. There is created in the state treasury the "local government investment pool". The fund shall consist of all deposits from participating governments, including revenues dedicated to repaying bonds, that are placed in the custody of the state treasurer for investment purposes pursuant to this section. The state treasurer shall maintain one or more separate accounts for each participating government having deposits in the local government investment pool and may divide the fund into two or more subfunds, as the state treasurer deems appropriate, for short-term and medium-term investment purposes, including one or more subfunds for bond proceeds deposited by participating governments.

B. If an eligible governing body is unable to receive payment on public money at the rate of interest as set forth in Section 6-10-36 NMSA 1978 from financial institutions within the geographic boundaries of the eligible governing body, or if the eligible governing body is not bound by the terms of Section 6-10-36 NMSA 1978, the finance officer having control of the money of that eligible governing body not required for current expenditure may, with the consent of the board of finance of the eligible governing body if consent is required by the laws or rules of the eligible governing body, remit some or all of the money to the state treasurer for deposit for the purpose of investment as allowed by this section.

C. Before funds are invested or reinvested pursuant to this section, a finance officer shall notify and make the funds available for investment to banks, savings and loan associations and credit unions located within the geographical boundaries of the participating government or the eligible governing body, subject to the limitation on credit union accounts. To be eligible for deposit of the government funds, the financial institution shall pay to the participating government or eligible governing body the rate established by the state treasurer pursuant to a policy adopted by the state board of finance for the investments.

D. A finance officer shall specify the length of time a deposit shall be in the local government investment pool. The state treasurer through the use of the state fiscal agent shall separately track each deposit and shall make information regarding the deposit available to the public upon written request.

E. The state treasurer shall invest the local government investment pool as provided in Section 6-10-10 NMSA 1978 regarding the investment of state funds in investments with a maturity at the time of purchase that does not exceed three years. The state treasurer may elect to have the local government investment pool consolidated for investment purposes with the state funds under the control of the state treasurer; provided that accurate and detailed accounting records are maintained for the account of each participating government and that a proportionate amount of interest earned is credited to each of the separate accounts of a participating government. The fund shall be invested to achieve its objective, which is to realize the maximum return consistent with safe and prudent management.

F. At the end of each month, all net investment income or losses from investment of the local government investment pool shall be distributed by the state treasurer to the accounts of participating governments in amounts directly proportionate to the respective amounts deposited by them in the local government investment pool and the length of time the amounts in each account were invested.

G. The state treasurer shall charge participating governments reasonable audit, administrative and investment expenses and shall deduct those expenses directly from the net investment income for the investment and administrative services provided pursuant to this subsection. The amount of the charges, the manner of the use by the state treasurer and the nature of bond-related services to be offered shall be established in rules adopted and promulgated by the state treasurer subject to approval by the state board of finance.

H. Subject to appropriation by the legislature, amounts deducted from the accounts of participating governments for charges permitted pursuant to this section shall be expended by the state treasurer in fiscal year 2008 and in subsequent fiscal years for the administration and management of the local government investment pool, services provided to participating governments related to investment of their money in that fund and other services authorized by this section. Balances remaining at the end of a fiscal year from the amounts deducted pursuant to this section shall revert to the general fund. Balances in the state treasurer's operating account resulting from deductions taken pursuant to this section in excess of the amount required to provide administration, management and related services required by this subsection or other services authorized by this section shall be offset by reductions in the charges made by the state treasurer to the accounts of participating governments in subsequent deductions from participating governments' accounts.

I. Each fiscal year, the state treasurer shall cause to have the short-term investment portion of the local government investment pool rated by a nationally recognized statistical rating organization. If the rating received by the short-term investment portion of the fund is lower than "AA", the state treasurer shall immediately submit a plan to the state board of finance detailing the steps that will be taken to obtain an "AA" or higher rating.

J. The state treasurer may offer to provide to participating governments services related to requirements of the federal income tax laws applicable to the investment of bond proceeds.

K. A tribe or quasi-governmental body created pursuant to New Mexico statute may become a participating government only if the governing authority of the tribe or quasi-governmental body has adopted a resolution authorizing the tribe or quasi-governmental body to remit money to the state treasurer for investment in the local government investment pool.

L. Deposits by the state treasurer on behalf of the general fund and bond proceeds investment pools shall, in aggregate, be no more than thirty-five percent of the total amount in the local government investment pool at any time.

M. The educational retirement board, the public employees retirement association and the state investment council may remit money to the state treasurer for investment in the local government investment pool.

History: 1978 Comp., § 6-10-10.1, enacted by Laws 1988, ch. 61, § 2; 1991, ch. 239, § 1; 1991, ch. 258, § 1; 1992, ch. 61, § 32; 1994, ch. 71, § 2; 1995, ch. 64, § 1; 2001, ch. 241, § 1; 2003, ch. 399, § 1; 2006, ch. 80, § 2; 2008, ch. 23, § 3; 2011, ch. 158, § 1; 2013, ch. 65, § 3; 2019, ch. 7, § 1.

ANNOTATIONS

The 2019 amendment, effective June 14, 2019, provided that the educational retirement board, the public employees retirement association and the state investment council may participate in the local government investment pool; and added Subsection M.

The 2013 amendment, effective June 14, 2013, changed the name of the participating government investment fund to the local government investment pool; deleted the requirement that short-term investments maintain an "AA" or higher rating; at the beginning of the title, deleted "Participating government investment fund" and added "Local government investment pool"; in Subsections A, D, E, F, H, I, K and L, deleted "participating government investment fund" and added "local government investment pool"; in Subsection I, deleted the former first sentence, which required that short-term investments maintain an "AA" or higher rating and in the current first sentence, after "Each fiscal year", deleted "and at such other times as directed by the state board of finance"; and in Subsection L, after "investment pools shall", deleted "not exceed" and added "in aggregate, be no more than".

The 2011 amendment, effective July 1, 2011, in Subsection L, increased the authorized deposits on behalf of the general fund and bond proceeds investment pools from five to thirty-five percent of the total amount in the participating government investment fund.

The 2008 amendment, effective February 27, 2008, changed the name of the short-term investment fund to the participating government investment fund; included revenues dedicated to repaying bonds in the fund in Subsection A; deleted the 180 day limitation for investment in the fund in Subsection D; extended the time limit for investment of funds from 397 days to three years in Subsection E; authorized the state treasurer to adopt rules to establish charges and the nature of bond-related services in Subsection G; and added Subsections H and J through L.

The 2006 amendment, effective May 17, 2006, added Subsection G to provide that investment shall be made in a manner that the fund maintains a "AA" or higher rating; that the short-term investment fund shall be rated annually and if the fund is lower than "AA", the state treasurer shall submit a plan to the state board of finance to obtain an "AA" or higher rating.

The 2003 amendment, effective April 8, 2003, added Paragraph H(18).

The 2001 amendment, effective June 15, 2001, in Subsection B, substituted "required for current expenditure" for "not required for expenditure within thirty days or less", deleted "bank, savings and loan association or credit union" following "state treasurer"; in Subsection E, deleted "and" following "NMSA 1978" and inserted "in investments with a maturity at the time of purchase that does not exceed three hundred ninety-seven days. The state treasurer", and deleted the former second sentence, which read "The state treasurer may invest a portion of the funds in banks, savings and loan associations or credit unions subject to the requirements of this section."; in Subsection F, substituted "net investment income or losses" for "interest earned", substituted "reasonable audit, administrative and investment expenses to be paid directly from their net investment income for the investment and administrative services" for "a fee of five basis points for the investment services"; deleted the definition of "short term" in Subsection G; and substituted "development council" for "assistance council" in Paragraph H(4).

The 1995 amendment, effective June 16, 1995, substituted "one hundred eighty-one days" for "thirty days" at the end of the first sentence in Subsection D, added the second sentence in Subsection E, and rewrote the second sentence of Subsection F which read: "No fees or transfer expenses shall be charged to the participating entities and Indian tribes or pueblos for investment in the short term investment fund".

The 1994 amendment, effective July 1, 1994, deleted "Subsection C of" preceding "Section 6-10-10" and substituted "tribe or pueblo" for "tribes or pueblos" in Subsection E, and inserted "District" following "Advancement" in Paragraph H(6).

The 1992 amendment, effective March 9, 1992, added Subsection H(17).

The 1991 amendment, effective June 14, 1991, substituted references to entity and Indian tribe or pueblo for "local public body" throughout the section; deleted "local" from the beginning of the catchline and preceding "short-term investment fund" in the first sentence in Subsection A and near the end of Subsection F; inserted "short-term investment" in Subsections D, E and F; and added Subsection H.

Relationship between county treasurer and board of finance. — Section 6-10-10.1 NMSA 1978, as enacted in 1988, gives the county treasurer power, "with the consent" of the board of finance, to place county funds in the state treasurer's "local short-term investment fund", which means that the county treasurer's decisions must be approved by the county board of finance. The county board of finance has no power to modify the county treasurer's decisions without the treasurer's concurrence and the treasurer cannot impose a unilateral decision on the board of finance. *Board of Cnty. Comm'rs v. Padilla*, 1990-NMCA-125, 111 N.M. 278, 804 P.2d 1097.

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2021 New Mexico Statutes
Chapter 6 - Public Finances
Article 10 - Public Money
Section 6-10-10 - Deposit and investment of funds.

Universal Citation: NM Stat § 6-10-10 (2021)

A. Upon the certification or designation of a bank, savings and loan association or credit union whose deposits are insured by an agency of the United States to receive public money on deposit, the state treasurer and county or municipal treasurers who have on hand any public money by virtue of their offices shall make deposit of that money in banks and savings and loan associations and may make deposit of that money in credit unions whose deposits are insured by an agency of the United States, designated by the authority authorized by law to so designate to receive the deposits of all money thereafter received or collected by the treasurers.

B. County or municipal treasurers may deposit money in one or more accounts with any such bank, savings and loan association or credit union located in their respective counties, subject to the limitation on credit union accounts.

C. The state treasurer may deposit money in one or more accounts with any such bank, savings and loan association or credit union, subject to the limitation on credit union accounts.

D. Duplicate receipts or deposit slips shall be taken for each deposit made pursuant to Subsection A, B or C of this section. When deposits are made by the state treasurer, one copy of the receipt or deposit slip shall be retained by the state treasurer and the other copy shall be filed monthly on the first day of each month with the financial control division of the department. When deposits are made by the treasurer or any other authorized person making the deposits for a board of finance of a public or educational institution, one copy of the receipt or deposit slip shall be retained by the treasurer or authorized person making the deposit and the other copy shall be filed monthly on the first day of each month with that board of finance. When deposits are made by a county or municipal treasurer, one of the duplicate receipts or deposit slips shall be retained by the treasurer making the deposit and the other copy shall be filed monthly on the first day of each month with the secretary of the board of finance of the county or municipality for which that treasurer is acting.

E. As used in this section:

(1) "deposit" means either investment or deposit and includes share, share certificate and share draft;

(2) "investment policy" means a document drafted between the treasurer and the board of finance that describes the parameters for investing government funds and identifies the investment objectives, preferences or tolerances for risk and constraints on the investment portfolio. The investment policy applies to all financial assets, including general funds, special revenues, capital projects funds, enterprise funds, debt issuance proceeds, debt service funds, debt service reserves, permanent funds and agency funds;

(3) "supranational issuer" means an international development institution formed by two or more central governments. "Supranational issuer" includes the international bank for reconstruction and development, the international finance corporation and the inter-American development bank; and

(4) "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.

F. County or municipal treasurers, with the advice and consent of their respective boards of finance charged with the supervision and control of the respective funds, may invest all sinking funds or money remaining unexpended from the proceeds of any issue of bonds or other negotiable securities of any county, municipality or school district that is entrusted to their care and custody and all money not immediately necessary for the public uses of the counties, municipalities or school districts not invested or deposited in banks, savings and loan associations or credit unions in:

(1) 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;

(2) 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

(3) federally insured obligations, including brokered certificates of deposit, certificate of deposit account placement services and federally insured cash accounts.

G. It shall be the duty of the treasurer to bring amendments to the investment policy to the board of finance and obtain consent before such amendments take effect. The investment policy shall be reviewed at least every two years. The treasurer of a class A county or the treasurer of a municipality having a population of more than sixty-five thousand according to the most recent federal decennial census and located within a class A county, with the advice and consent of the boards of finance, charged with the supervision and control of the funds as can be reflected by an investment policy that is amended by the treasurer and approved by the board of finance, may invest all sinking funds or money remaining unexpended from the proceeds of any issue of bonds or other negotiable securities of the county or municipality that is entrusted to the treasurer's care and custody and all money not immediately necessary for the public uses of the county or municipality not invested or deposited in banks, savings and loan associations or credit unions in:

(1) shares of a diversified investment company registered pursuant to the federal Investment Company Act of 1940 that invests in fixed-income securities or debt instruments that passively match or track the components of

a broad-market, fixed-income-securities market index; provided that the investment company or manager has total assets under management of at least one hundred million dollars ($100,000,000) and provided that the board of finance of the county or municipality may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments;

(2) shares of pooled investment funds managed by the state investment officer, as provided in Subsection I of Section 6-8-7 NMSA 1978; provided that the board of finance of the county or municipality may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments;

(3) securities that are issued by a supranational issuer and that:

(a) are eligible for purchase and sale within the United States;

(b) are denominated in United States dollars;

(c) have a maturity date that does not exceed five years from the date of purchase; and

(d) are rated "AA" or its equivalent or better by a nationally recognized statistical rating organization;

(4) commercial paper rated "A1" or "P1", also known as "prime" quality, by a nationally recognized statistical rating organization, issued by corporations organized and operating within the United States and having a maturity at purchase of no longer than one hundred eighty days; or

(5) shares of an open-ended diversified investment company that:

(a) is registered with the United States securities and exchange commission;

(b) complies with the diversification, quality and maturity requirements of Rule 2a-7, or any successor rule, of the United States securities and exchange commission applicable to money market mutual funds; and

(c) assesses no fees pursuant to Rule 12b-1, or any successor rule, of the United States securities and exchange commission, no sales load on the purchase of shares and no contingent deferred sales charge or other similar charges, however designated, provided that the county or municipality shall not, at any time, own more than five percent of a money market mutual fund's assets.

H. A local public body, with the advice and consent of the body charged with the supervision and control of the local public body's respective funds, may invest all sinking funds or money remaining unexpended from the proceeds of any issue of bonds or other negotiable securities of the investor that is entrusted to the local public body's care and custody and all money not immediately necessary for the public uses of the investor and not otherwise invested or deposited in banks, savings and loan associations or credit unions in contracts with banks, savings and loan associations 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 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. As used in this subsection, "local public body" includes all political subdivisions of the state and agencies, instrumentalities and institutions thereof; provided that home rule municipalities that prior to July 1, 1994 had enacted ordinances authorizing the investment of repurchase agreements may continue investment in repurchase agreements pursuant to those ordinances.

I. The state treasurer, with the advice and consent of the state board of finance, may invest money held in demand deposits and not immediately needed for the operation of state government and money held in the local government investment pool, except as provided in Section 6-10-10.1 NMSA 1978. The investments may be made in 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 all United States government sponsored enterprises.

J. The state treasurer, with the advice and consent of the state board of finance, may also invest in contracts for the present purchase and resale at a specified time in the future, not to exceed one year or, in the case of bond proceeds, not to exceed three years, of specific securities at specified prices at a price differential representing the interest income to be earned by the state. Such contract shall not be invested in unless the contract is fully secured by obligations of the United States, its agencies, instrumentalities or United States government sponsored enterprises or by other securities backed by the United States, its agencies, instrumentalities or United States government sponsored enterprises having a market value of at least one hundred two percent of the amount of the contract. The securities required as collateral under this subsection shall be delivered to a third-party custodian bank pursuant to a contract with the state and the counterparty or to the fiscal agent of New Mexico or its designee. Delivery shall be made simultaneously with the transfer of funds or as soon as practicable, but no later than the same day that the funds are transferred.

K. The state treasurer, with the advice and consent of the state board of finance, may also invest in contracts for the temporary exchange of state-owned securities for the use of broker-dealers, banks or other recognized institutional investors in securities, for periods not to exceed one year for a specified fee rate. Such contract shall not be invested in unless the contract is fully secured by exchange of an irrevocable letter of credit running to the state, cash or equivalent collateral of at least one hundred two percent of the market value of the securities plus accrued interest temporarily exchanged. The collateral required by this subsection shall be delivered to the state of New Mexico or its designee simultaneously with the transfer of funds or as soon as practicable, but no later than the same day that the state-owned securities are transferred.

L. Neither of the contracts in Subsection J or K of this section shall be invested in unless the contracting bank, brokerage firm or recognized institutional investor has a net worth in excess of five hundred million dollars ($500,000,000).

M. The state treasurer, with the advice and consent of the state board of finance, may also invest in any of the following investments in an amount not to exceed forty percent of any fund that the state treasurer invests:

(1) commercial paper rated "prime" quality by a national rating service, issued by corporations organized and operating within the United States;

(2) medium-term notes and corporate notes with a maturity not exceeding five years that are rated "A" or its equivalent or better by a nationally recognized rating service and that are issued by a corporation organized and operating in the United States; or

(3) an asset-backed obligation with a maturity not exceeding five years that is rated "AAA" or its equivalent by a nationally recognized rating service.

N. The state treasurer, with the advice and consent of the state board of finance, may also invest in:

(1) shares of an open-ended diversified investment company that:

(a) is registered with the United States securities and exchange commission;

(b) complies with the diversification, quality and maturity requirements of Rule 2a-7, or any successor rule, of the United States securities and exchange commission applicable to money market mutual funds; and

(c) assesses no fees pursuant to Rule 12b-1, or any successor rule, of the United States securities and exchange commission, no sales load on the purchase of shares and no contingent deferred sales charge or other similar charges, however designated, provided that the state shall not, at any time, own more than five percent of a money market mutual fund's assets;

(2) individual, common or collective trust funds of banks or trust companies that invest in United States fixed-income securities or debt instruments authorized pursuant to Subsections I, J and M of this section, provided that the investment manager has assets under management of at least one billion dollars ($1,000,000,000) and the investments made by the state treasurer pursuant to this paragraph are less than five percent of the assets of the individual, common or collective trust fund;

(3) the local government investment pool managed by the office of the state treasurer. Investments made pursuant to this paragraph shall, in aggregate, be no more than thirty-five percent of the total assets of the local government investment pool;

(4) securities issued by the state of New Mexico, its agencies, institutions, counties, municipalities, school districts, community college districts or other subdivisions of the state, or as otherwise provided by law;

(5) securities issued by states other than New Mexico or governmental entities in states other than New Mexico; or

(6) securities that are issued by a supranational issuer and that:

(a) are eligible for purchase and sale within the United States;

(b) are denominated in United States dollars;

(c) have a maturity date that does not exceed five years from the date of purchase; and

(d) are rated "AA" or its equivalent or better by a nationally recognized statistical rating organization.

O. Public funds to be invested in negotiable securities or loans to financial institutions fully secured by negotiable securities at current market value shall not be paid out unless there is a contemporaneous transfer of the securities at the earliest time industry practice permits, but in all cases, settlement shall be on a same-day basis either by physical delivery or, in the case of uncertificated securities, by appropriate book entry on the books of the issuer, to the purchaser or to a reputable safekeeping financial institution acting as agent or trustee for the purchaser, which agent or trustee shall furnish timely confirmation to the purchaser.

History: Laws 1933, ch. 175, § 4; 1941 Comp., § 7-207; 1953 Comp., § 11-2-7; Laws 1968, ch. 18, § 3; 1975, ch. 157, § 1; 1979, ch. 262, § 1; 1981, ch. 332, § 3; 1983, ch. 24, § 1; 1987, ch. 79, § 5; 1987, ch. 230, § 1; 1988, ch. 61, § 1; 1989, ch. 39, § 1; 1991, ch. 247, § 1; 1994, ch. 71, § 1; 1997, ch. 128, § 1; 1999, ch. 233, § 1; 2002, ch. 39, § 1; 2003, ch. 271, § 1; 2005, ch. 238, § 1; 2005, ch. 239, § 1; 2006, ch. 80, § 1; 2008, ch. 23, § 2; 2013, ch. 65, § 2; 2016, ch. 50, § 1; 2017, ch. 67, § 1; 2019, ch. 170, § 1; 2021, ch. 29, § 1.

ANNOTATIONS

Cross references. — For deposit of receipts by municipality with no suitable banking facility within its boundaries, *see* 6-10-36.1 NMSA 1978.

For the federal Investment Company Act of 1940, *see* 15 U.S.C. § 80a-1 et seq.

The 2021 amendment, effective June 18, 2021, authorized counties and municipalities to invest funds in certificate of deposit account placement services; and in Subsection F, Paragraph F(3), after "certificate of deposit account", deleted "registry service" and added "placement services".

The 2019 amendment, effective June 14, 2019, defined "investment policy", supranational issuer", and "United States government sponsored enterprises" as used in this section, allowed the state treasurer and county and municipal treasurers to invest in securities issued by a supranational issuer, permitted the state treasurer to invest in securities issued by all United States government sponsored enterprises, and restricted the maturity timeframe for most investments by county and municipal treasurers; in Subsection E, added Paragraphs E(2) through E(4); in Subsection F, Paragraph F(1), after "last preceding", added "and that have a maturity date that does not exceed ten years from the date of purchase", in Paragraph F(2), after "federal home loan banks,", added the remainder of the paragraph; in Subsection G, added "It shall be the duty of the treasurer to bring amendments to the investment policy to the board of finance and obtain consent before such amendments take effect. The investment policy shall be reviewed at least every two years.", after "control of the funds", added "as can be reflected by an investment policy that is amended by the treasurer and approved by the board of finance", in Paragraph G(1), after "instruments that", deleted "are listed in a nationally recognized" and added "passively match or track the components of a", deleted former Paragraph G(2) and redesignated former Paragraph G(3) as Paragraph G(2), and added new Paragraphs G(3) through G(5); in Subsection H, after "United States or", deleted "other securities backed by the United States" and added "the securities of its agencies, instrumentalities or United States government sponsored enterprises"; in Subsection I, after "securities issued by", deleted "federal home loan banks" and added "all United States government sponsored enterprises"; in Subsection J, after each occurrence of "agencies, instrumentalities", added "or United States government sponsored enterprises"; and in Subsection N, added Paragraph N(6).

The 2017 amendment, effective June 16, 2017, clarified the authorization for the use of letters of credit issued by a federal home loan bank for securitization of public fund deposits in New Mexico; and in Subsection F, Paragraph F(2) and Subsection I, after "instrumentalities", added "including securities issued by federal home loan banks".

The 2016 amendment, effective May 18, 2016, allowed county and municipal treasurers to invest in federally insured obligations, including brokered certificates of deposit, certificate of deposit account registry service and federally insured cash accounts; and in Subsection F, added new Paragraph (3).

The 2013 amendment, effective June 14, 2013, authorized municipalities, counties, and the state treasurer to invest in securities backed by the full faith and credited of the United States; authorized the state treasurer to invest in securities issued by the state of New Mexico and its agencies, institutions and political subdivisions, and securities issued by other states or governmental entities in other states; increased the percentage of general funds and bond proceeds that may be invested in the local government investment pool; in Paragraph (2) of Subsection F, after "securities that are issued", added "and backed", after "backed by the", added "full faith and credit of the", after "United States government or", added "issued", and after "instrumentalities", deleted language which required that investments in United States securities be in securities that are direct obligations of the United States or named agencies of the United States or that are backed by the full faith and credit of the United States; in Subsection I, in the first sentence, after "money held in the", deleted "participating government investment fund" and added "local government investment pool" and in the second sentence, after "that are issued," added "and backed", after "backed by", added "the full faith and credit of", after "government or", added "issued", and after "or issued by its", deleted language which required that investments in United States securities be in securities that are direct obligations of the United States or that are backed by the full faith and credit of the United States or agencies

sponsored by the United States and added "agencies or instrumentalities"; in Subsection K, in the third sentence, after "delivered to the", deleted "fiscal agent" and added "state"; and in Paragraph (3) of Subsection N, at the beginning of the sentence, after "the", deleted "participating government investment fund" and added "local government investment pool", and in the second sentence, after "this paragraph shall", deleted "be less than five" and added "in aggregate, be no more than thirty-five", and after "total assets of the", deleted "participating government investment fund" and added "local government investment pool"; and added Paragraphs (4) and (5) of Subsection N.

The 2008 amendment, effective February 27, 2008, changed the name of the short-term investment fund to the participating government investment fund in Subsection I and added Paragraph (3) of Subsection N.

The 2006 amendment, effective May 17, 2006, in Subsection I, in the last sentence, changed "shall be made only" to "may be made"; in Subsection J, added the last two sentences relating to delivery of securities to a third-party custodial bank; in Subsection K, provided for the delivery of collateral to the fiscal agent of New Mexico or its designee; deleted former Subsection L that provided for the delivery of the security required in Subsection J or K to be delivered to the fiscal agent of New Mexico; deleted former Paragraph (1) of Subsection N (formerly Subsection O), which provided for investment in shares of a diversified investment company that invests in certain United States fixed-income securities or debt instruments if the investment company manages assets of at least one billion dollars; and inserted new Subparagraphs (a) through (c) of Paragraph (1) of Subsection N, which provides for investment in an open-ended diversified investment company that meets the listed criteria.

The 2005 amendment, effective June 17, 2005, changed "third-party safekeeping financial institution" to "safekeeping financial institution" in Subsection P.

The 2003 amendment, effective June 20, 2003, in Paragraph F(2), inserted ", the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank or the student loan marketing association" following "the United States" and deleted "or agencies guaranteed by the United States government" at the end.

The 2002 amendment, effective May 15, 2002, inserted "with the advice and consent of the state board of finance," in Subsections J and K; substituted "one billion dollars ($1,000,000,000) and the investments made by the state treasurer pursuant to this paragraph are less than five percent of the assets of the investment company" for "one hundred million dollars ($100,000,000)" in Subsection O(1); and substituted "one billion dollars ($1,000,000,000) and the investments made by the state treasurer pursuant to this paragraph are less than five percent of the assets of the individual, common or collective trust fund" for "one hundred million dollars ($100,000,000)" in Subsection O(2).

The 1999 amendment, effective January 1, 2000, in Subsection A, deleted "provided that no deposit of public money shall be made in a credit union unless the deposit is insured by an agency of the United States" following "collected by the treasurers"; in Subsection F, substituted "school district that is entrusted" for "school district which are now or may hereafter by law be entrusted"; added Subsection G and redesignated subsequent subsections accordingly; and made stylistic changes throughout.

The 1997 amendment, effective June 20, 1997, added Subsections M and N and redesignated former Subsection M as Subsection O.

The 1994 amendment, effective July 1, 1994, added Subsection G, redesignated former Subsections G to L as Subsections H to M, deleted "local" following "held in the" in Subsection H, and made minor stylistic changes.

The 1991 amendment, effective July 1, 1991, in Subsection F, designated a formerly undesignated provision as Paragraph (1) and added Paragraph (2).

The 1989 amendment, effective June 16, 1989, substituted "sponsored" for "guaranteed" near the end of the second sentence of Subsection G.

The 1988 amendment, effective May 18, 1988, inserted "and money held in the local short-term investment fund, except as provided in Section 6-10-10.1 NMSA 1978" in the first sentence in Subsection G.

The 1987 amendment, effective June 19, 1987, substituted "savings and loan association or credit union" for "or savings and loan association" in several places throughout the section, inserting "and may make deposit of that money in credit unions" in Subsection A and added the proviso at the end of that subsection, added all of the language following "counties" in Subsection B, added all of the language beginning with "subject to" in Subsection C, added all of the language following "or deposit" in Subsection E, added "or agencies guaranteed by the United States government" at the end of Subsection G, redesignated former Subsection H as Subsection L while substituting therein "contemporaneous transfer of the securities at the earliest time industry practice permits, but in all cases settlement shall be on a same-day basis" for "simultaneous transfer of the securities," and added Subsections H through K.

County treasurer's powers. — Section 6-10-10(F) NMSA 1978 gave the same investment power to the county treasurer "by and with the advice and consent" of the board of finance" as that given to the county board of finance, namely to invest sinking funds, unexpended bond proceeds and money not immediately necessary for public use in government bonds and negotiable securities. *Board of Cnty. Comm'rs v. Padilla*, 1990-NMCA-125, 111 N.M. 278, 804 P.2d 1097.

Meaning of "advice and consent". — In 6-10-10 NMSA 1978, the phrase "advice and consent" constricts the state treasurer's ability to invest public money to the extent that the state treasurer must first obtain consent to do so by the state board of finance. The state board of finance has only the power of approval or denial over the state treasurer's investments, but not the power of investment. 2014 Op. Att'y Gen. 14-05.

The "advice and consent" requirement does not violate balance of powers. — The legislative requirement of 6-10-10 NMSA 1978 that the state treasurer obtain the "advice and consent" of the state board of finance to invest public money does not violate the constitutional doctrine of separation of powers. 2014 Op. Att'y Gen. 14-05.

Governor's power over the state board of finance. — The governor does not have the power to expand the power of the state board of finance through use of an executive order beyond the power conferred by law. 2014 Op. Att'y Gen. 14-05.

Because the governor has the authority under 6-10-10 NMSA 1978 to direct the state board of finance to oversee investment decisions by the state treasurer with regard to "advice and consent", the governor had the power to issue an executive order that required the state board of finance to adopt a policy establishing procedures and conditions for giving its advice and consent regarding investments by the state treasurer, but the governor cannot compel the board of finance to extend its oversight over any other duties belonging to the state treasurer or other aspects of running the state treasurer's office. 2014 Op. Att'y Gen. 14-05.

County commissioners may designate depository bank for all county officials. — County commissioners, as the county board of finance, have the authority to designate the depository bank which must be used by all county officials as a depository for funds of the county. 1959 Op. Att'y Gen. No. 59-04.

Revenue derived from operation of waterworks constitutes public funds. — Irrespective of whether a village, in operating a waterworks, is operating in a governmental or proprietary capacity, it is nonetheless operating the waterworks for the benefit of the public, and the revenues derived therefrom are for the public uses of the municipality. 1953 Op. Att'y Gen. No. 53-5859.

Funds accumulated by counties for remote contingencies or investment. — Counties may not accumulate funds as an unreserved general fund balance, for a remote contingency, or for the sole purpose of investment. They must apply excess funds in such categories to the following year's budget estimate. Counties, however, may designate or reserve excess funds for reasonably foreseeable contingencies or capital projects. 1988 Op. Att'y Gen. No. 88-56.

Impermissible investments. — Investment of public funds is limited to such interest-bearing securities as are provided by statute, which does not include loans to private individuals. 1933 Op. Att'y Gen. No. 33-667.

A village cannot legally invest any portion of its water meter deposit fund in revenue bonds, whether of said village or any other municipality or school district of the state. 1953 Op. Att'y Gen. No. 53-5859.

CATS's (Certificate of Accrual on Treasury Securities), TIGR's (Treasury Interest Growth Receipts), and ETR's (Easy Growth Treasury Receipts) are not bonds, treasury certificates, or negotiable instruments of the United States government. They therefore are not permissible investments for counties. 1988 Op. Att'y Gen. No. 88-11.

Investment of funds in United States government bonds authorized. — This section is sufficient authority to permit a board of county commissioners to invest moneys in its courthouse and jail sinking fund, which are not immediately needed to retire outstanding bonds, in United States government bonds. 1941 Op. Att'y Gen. No. 41-3903.

Investment in mutual funds or investment trusts. — Investment by the state treasurer in a mutual fund acting as an investment conduit (i.e., an open-end mutual fund or a unit investment trust meeting the requirements of Subsection O(1)) is constitutional. 2000 Op. Att'y Gen. No. 00-03.

"Adjusted trading." — The law does not proscribe specifically the practice of "adjusted trading." However, engaging in adjusted trades for the purpose of hiding a loss is inconsistent with rendering a true account of the county's investments, and a county treasurer thus may be liable on his bond. 1988 Op. Att'y Gen. No. 88-11.

Municipally owned utility may invest in bonds of out-of-state municipalities. — A municipally owned utility company may invest in bonds of out-of-state municipalities, since operation of the utility is not of such a "governmental nature" as to come within the purview of this section. 1941 Op. Att'y Gen. No. 41-3761.

Am. Jur. 2d, A.L.R. and C.J.S. references. — 63C Am. Jur. 2d Public Funds §§ 5, 6; 63C Am. Jur. 2d Public Officers and Employees §§ 413 to 423.

Constitutionality of statute authorizing state to loan money or to engage in business of a private nature, 14 A.L.R. 1151, 115 A.L.R. 1456.

Stock of private corporation, constitutional or statutory provisions prohibiting municipalities or subdivisions of state from investing in, 152 A.L.R. 495.

Liability of public officer or his bond for loss of public funds due to insolvency of bank in which they were deposited, 155 A.L.R. 436.

Liability of public officer for interest or other earnings received on public money in his possession, 5 A.L.R.2d 257.

20 C.J.S. Counties §§ 126, 197; 64 C.J.S. Municipal Corporations §§ 1880, 1881; 81A C.J.S. States § 225; 87 C.J.S. Towns §§ 121, 167.

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2006 New Mexico Statutes - Section 6-10-25 — Declaration of policy.

6-10-25. Declaration of policy.

All moneys of the state, except permanent funds and income derived therefrom and those funds the investment of which is otherwise authorized by law, not needed to meet expenses of state government for the ensuing quarter year should be invested in interest-bearing time deposits or short-term United States government securities. No funds other than those necessary to meet expenses should be permitted to remain in noninterest-bearing account in state depositories.

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2021 New Mexico Statutes
Chapter 6 - Public Finances
Article 10 - Public Money
Section 6-10-26 - Quarterly reports of funds on demand deposit; investment in interest-bearing deposits and securities.

Universal Citation: NM Stat § 6-10-26 (2021)

On or before the tenth day of each quarter of the fiscal year the state treasurer and the secretary of finance and administration shall report to the state board of finance the amount of money on deposit in state depositories, the account or funds to which the money is credited, the amount of money necessary in the opinion of each of such officers to be kept on demand deposit to meet expenses for the quarter, and the amount of money available, in the opinion of each of the officers, for investment for the ensuing quarter. The state board of finance, from such reports and other information which may be available to it, shall direct the state treasurer to invest such sums as it may determine as available for investment in interest-paying time deposits or short-term United States government securities, or a combination thereof. It is the further policy of the state of New Mexico to foster the banking business and the savings and loan business, and the board of finance shall not withdraw funds from the various banks and savings and loan associations of New Mexico if it is the banks' and savings and loan associations' desire to pay some reasonable interest rate on the funds. The state board of finance shall determine the rate of interest to be charged on the investments. The interest earned from the investment of this money shall be placed into the general fund of the state.

History: 1953 Comp., § 11-2-25.2, enacted by Laws 1955, ch. 140, § 2; 1957, ch. 102, § 1; 1968, ch. 18, § 5; 1977, ch. 247, § 107; 1979, ch. 99, § 1.

ANNOTATIONS

Interest earned on investment of game protection fund is credited to that fund. This section relates to all surplus state funds, which is a "class," and not to the game protection fund specifically, which is less than a class and relates to a particular part of a class. Therefore, any interest earned on the investment of money in the game protection fund must be credited to that fund, not to the state general fund. 1982 Op. Att'y Gen. No. 82-01.

Interest earned on investment in shooting range fund is credited to that fund, not the state general fund. 1980 Op. Att'y Gen. No. 80-17.

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2021 New Mexico Statutes
Chapter 6 - Public Finances
Article 10 - Public Money
Section 6-10-36 - Public money deposits of certain governmental units; distribution; interest.

Universal Citation: NM Stat § 6-10-36 (2021)

A. All public money, except that in the custody of the state treasurer, institutions of higher education, technical and vocational institutes, incorporated municipalities and counties that have adopted home rule charters as authorized by the constitution of New Mexico and local school boards that have been designated as boards of finance, shall be deposited in qualified depositories in accordance with the terms of this section or invested as otherwise provided by law.

B. Deposits of funds of a governmental unit may be made in noninterest-bearing checking accounts in one or more banks or savings and loan associations designated as checking depositories located within the geographical boundaries of the governmental unit. In addition, deposits of funds may be in noninterest-bearing accounts in one or more credit unions designated as checking depositories located within the geographical boundaries of the governmental unit to the extent the deposits are insured by an agency of the United States. If there is no checking depository within the geographical boundaries of the governmental unit, one or more banks, savings and loan associations or credit unions within the county in which the principal office of the governmental unit is located may be so designated, but credit union deposits shall be insured by an agency of the United States.

C. Public money placed in interest-bearing deposits in banks and savings and loan associations shall be equitably distributed among all banks and savings and loan associations having their main or staffed branch offices within the geographical boundaries of the governmental unit that have qualified as public depositories by reason of insurance of the account by an agency of the United States or by depositing collateral security or by giving bond as provided by law and that desire a deposit of public money pursuant to this section. The deposits shall be in the proportion that each bank's or savings and loan association's deposits bears to the total deposits of all banks and savings and loan associations that have their main office or staffed branch office within the geographical boundaries of the governmental unit and that desire a deposit of public money pursuant to this section. The deposits of the main office of a savings and loan association and its staffed branch offices within the geographical boundaries of a governmental unit is the total deposits of the association multiplied by the percentage that deposits of the main office and the staffed branch offices located within the geographical boundaries of the governmental unit are of the total deposits of the association, net of any public fund deposits. The deposits of each staffed branch

office or aggregate of staffed branch offices of a savings and loan association located outside the geographical boundaries of the governmental unit in which the main office is located is the total deposits of the association multiplied by the percentage that deposits of the branch or the aggregate of branches located outside the geographical boundaries of the governmental unit in which the main office is located are of the total deposits of the association, net of any public fund deposits. The director of the financial institutions division of the regulation and licensing department shall promulgate a formula for determining the deposits of banks' main offices and branches for the purposes of distribution of public money as provided for by this section.

D. Public money may be placed at the discretion of the designated board of finance or treasurer in interest-bearing deposits in credit unions having their main or staffed branch offices within the geographical boundaries of the governmental unit to the extent the deposits are insured by an agency of the United States.

E. The rate of interest for all public money deposited in interest-bearing accounts in banks, savings and loan associations and credit unions shall be set by the state board of finance, but in no case shall the rate of interest be less than one hundred percent of the asked price on United States treasury bills of the same maturity on the day of deposit. Any bank or savings and loan association that fails to pay the minimum rate of interest at the time of deposit provided for in this subsection for any respective deposit forfeits its right to an equitable share of that deposit under this section.

If the deposit is part or all of the proceeds of a bond issue and the interest rate prescribed in this subsection materially exceeds the rate of interest of the bonds, the interest rate prescribed by this subsection shall be reduced on that deposit to an amount not materially exceeding the interest rate of the bonds if the bond issue would lose its tax-exempt status pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

F. Public money in excess of that for which banks, savings and loan associations and credit unions within the geographical boundaries of the governmental unit have qualified may be deposited in qualified depositories in other areas within the state under the same requirements for payment of interest as if the money were deposited within the geographical boundaries of the governmental unit or may be invested as provided by law.

G. The department of finance and administration may monitor the deposits of public money by governmental units to assure full compliance with the provisions of this section.

History: 1953 Comp., § 11-2-33, enacted by Laws 1977, ch. 136, § 1; 1981, ch. 332, § 15; 1983, ch. 191, § 1; 1987, ch. 79, § 15; 1997, ch. 123, § 2; 2007, ch. 228, § 1.

ANNOTATIONS

Repeals and reenactments. — Laws 1977, ch. 136, § 1, repealed 11-2-33, 1953 Comp., relating to county and municipal moneys to be deposited in county, and enacted a new 6-10-36 NMSA 1978.

Cross references. — For Internal Revenue Code, *see* 26 U.S.C. § 1 et seq.

The 2007 amendment, effective July 1, 2007, amended Subsection C to change the formula for distribution of deposits of public funds by providing that deposits shall be made only to banks and savings and loan associations that desire a deposit of public money pursuant to this section and eliminated the definition of "net worth".

The 1997 amendment, effective June 20, 1997, inserted "technical and vocational institutes" in Subsection A and substituted "pursuant to the provisions of the Internal Revenue Code of 1986, as amended" for "under Section 103 of the United States Internal Revenue Code of 1954, as amended" in Subsection E.

The 1987 amendment, effective June 19, 1987, inserted "or credit union" following "savings and loan association" in the penultimate sentence of Subsection B and in the first sentence of Subsections E and F; in Subsection B inserted the present second sentence and the present fourth sentence, and in the third sentence substituted "checking depository" for "bank or savings and loan association" near the beginning; in Subsection C inserted "in banks and savings and loan associations" following "placed in interest-bearing deposits" near the beginning of the first sentence and in the penultimate sentence substituted "regulation and licensing" for "commerce and industry" following "the director of the financial institutions division of the" at the beginning; inserted Subsection D and relettered the subsequent subsections accordingly; and made minor changes in language throughout the section.

Deposits in credit unions. — Sections 6-10-36(D) and 6-10-44 NMSA 1978 do not give the county treasurer and the county board of finance co-equal powers with respect to deposits in federally insured credit unions. These sections do not alter the relative authority of the county treasurer and the county board of finance as stated in 6-10-8 NMSA 1978. Sections 6-10-36(D) and 6-10-44.1 NMSA 1978 were intended to permit deposits in credit unions by treasurers and boards of finance of various public bodies, not just counties, leaving to other statutory provisions the question of the relative responsibilities of the two in making an investment decision. *Board of Cnty. Comm'rs v. Padilla*, 1990-NMCA-125, 111 N.M. 278, 804 P.2d 1097.

Certificates of deposit are deposits for purposes of this section. 1987 Op. Att'y Gen. No. 87-50.

"School activity funds" of public schools are considered to be public funds so as to require that they be deposited in the same manner as other public funds. 1962 Op. Att'y Gen. No. 62-71.

Any moneys derived from tax levies and used to support a county hospital are public funds. 1969 Op. Att'y Gen. No. 69-76.

County funds must be deposited within county if banks are qualified. — County funds must be deposited by the county treasurer or board in control in one or more banks within his county if there are banks qualified to accept the funds. 1957 Op. Att'y Gen. No. 57-25.

Branch bank within a county is a compulsory depository. — The New Mexico statutes which authorize branch banking do not, however, define the relations between the parent organization and its branches. Although the weight of authority for most purposes indicates that branch banks do not have a distinct corporate existence and authority independent of the parent bank, and that a bank and its branches, for most purposes, exist as one corporation, a branch bank located within a county is a compulsory depository of the moneys of that county. 1957 Op. Att'y Gen. No. 57-25.

The branch of a bank incorporated within this state is a proper depository for public funds, providing it qualifies as a depository under the terms of this section. 1963 Op. Att'y Gen. No. 63-20.

Subsection E limitation inapplicable if rate not paid because of federal law or regulation. — The requirement in Subsection E that a financial institution forfeit a deposit of public money for failure to pay the rate of interest set by the state board of finance does not apply in the event that the rate is not paid because of federal law or regulation. 1982 Op. Att'y Gen. No. 82-06.

Am. Jur. 2d, A.L.R. and C.J.S. references. — 63C Am. Jur. 2d Public Funds §§ 5 to 12.

26A C.J.S. Depositaries § 8.

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2021 New Mexico Statutes
Chapter 6 - Public Finances
Article 10 - Public Money
Section 6-10-37 - State treasurer to make deposits.

Universal Citation: NM Stat § 6-10-37 (2021)

The state treasurer shall deposit all money in his custody equitably among bank and savings and loan association depositories and, at his discretion in credit unions applying therefor when qualifying under the terms of this Act subject to the control and regulation of the state board of finance as otherwise in this Act provided.

History: Laws 1923, ch. 76, § 12; C.S. 1929, § 112-112; 1941 Comp., § 7-231; 1953 Comp., § 11-2-34; Laws 1987, ch. 79, § 16.

ANNOTATIONS

Compiler's notes. — The term "this Act," which appears twice in this section, refers to Laws 1923, ch. 76, presently compiled as 6-1-1, 6-10-2, 6-10-3, 6-10-20, 6-10-29, 6-10-37 to 6-10-42, 6-10-44, 6-10-46, 6-10-47, 6-10-50, 6-10-52 to 6-10-54, 6-10-58 and 6-10-61 NMSA 1978.

The 1987 amendment, effective June 19, 1987, substituted "among bank and savings and loan association depositories and, at his discretion in credit unions" for "bank depository" and made a minor change in language.

State board of finance has no authority to distribute funds in various depository banks, nor to specify the amount each should receive. Nor has it, nor any other state agency, the right to use public funds in payment of services in making collections from other state depositories. 1922 Op. Att'y Gen. No. 22-3272.

Am. Jur. 2d, A.L.R. and C.J.S. references. — 26A C.J.S. Depositaries § 11.

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2006 New Mexico Statutes - Section 6-10-44.1 — Deposits in credit unions.

6-10-44.1. Deposits in credit unions.

Notwithstanding the provisions of Sections 6-10-36 or 6-10-44 NMSA 1978 requiring equitable or ratable deposits in banks and savings and loan associations, a treasurer or board of finance, in its discretion may deposit its public money in one or more credit unions as long as each deposit is insured by an agency of the United States.

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2021 New Mexico Statutes
Chapter 6 - Public Finances
Article 14 - Public Securities
Section 6-14-10.1 - Investment of proceeds; compliance with Internal Revenue Code of 1986.

Universal Citation: NM Stat § 6-14-10.1 (2021)

Notwithstanding any other provision of law to the contrary, and in addition to any other investments which may be authorized by the laws of New Mexico, a public body may invest the proceeds of public securities, and of any other securities now or hereafter authorized to be issued by any public body pursuant to the provisions of any general or special law enacted by the legislature or pursuant to the home rule powers of any public body in obligations the interest on which is excluded from gross income of the recipient for federal income tax purposes and in any other instrument which does not constitute "investment property" under Section 148 of the Internal Revenue Code of 1986. Any such obligation or instrument shall be rated in any of the three highest major rating categories, without regard to any modification of the rating by the addition of a plus or minus sign or numerical designation to show relative standing within a major rating category, by one or more nationally recognized rating agencies. Income from any such investments may be used to meet rebate, penalty, interest and other obligations of the public body under the code. As used in this section the term "proceeds" includes all amounts treated as proceeds or gross proceeds as defined in Section 148 of the Internal Revenue Code of 1986, as amended, including any regulations applicable thereunder of tax exempt bonds as defined in Section 150 of that code.

History: 1978 Comp., § 6-14-10.1, enacted by Laws 1988, ch. 45, § 2.

ANNOTATIONS

Repeals and reenactments. — Laws 1988, ch. 45, § 2 repealed former 6-14-10.1 NMSA, as enacted by Laws 1987, ch. 188, § 1, and enacted a new section, effective March 4, 1988.

Cross references. — For Section 148 of the Internal Revenue Code of 1986, *see* 26 U.S.C.S. § 148.

For Section 150 of the Internal Revenue Code of 1986, *see* U.S.C.S. § 150.

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2021 New Mexico Statutes
Chapter 6 - Public Finances
Article 10 - Public Money
Section 6-10-10.1 - Local government investment pool created; distribution of earnings; report of investments.

Universal Citation: NM Stat § 6-10-10.1 (2021)

A. There is created in the state treasury the "local government investment pool". The fund shall consist of all deposits from participating governments, including revenues dedicated to repaying bonds, that are placed in the custody of the state treasurer for investment purposes pursuant to this section. The state treasurer shall maintain one or more separate accounts for each participating government having deposits in the local government investment pool and may divide the fund into two or more subfunds, as the state treasurer deems appropriate, for short-term and medium-term investment purposes, including one or more subfunds for bond proceeds deposited by participating governments.

B. If an eligible governing body is unable to receive payment on public money at the rate of interest as set forth in Section 6-10-36 NMSA 1978 from financial institutions within the geographic boundaries of the eligible governing body, or if the eligible governing body is not bound by the terms of Section 6-10-36 NMSA 1978, the finance officer having control of the money of that eligible governing body not required for current expenditure may, with the consent of the board of finance of the eligible governing body if consent is required by the laws or rules of the eligible governing body, remit some or all of the money to the state treasurer for deposit for the purpose of investment as allowed by this section.

C. Before funds are invested or reinvested pursuant to this section, a finance officer shall notify and make the funds available for investment to banks, savings and loan associations and credit unions located within the geographical boundaries of the participating government or the eligible governing body, subject to the limitation on credit union accounts. To be eligible for deposit of the government funds, the financial institution shall pay to the participating government or eligible governing body the rate established by the state treasurer pursuant to a policy adopted by the state board of finance for the investments.

D. A finance officer shall specify the length of time a deposit shall be in the local government investment pool. The state treasurer through the use of the state fiscal agent shall separately track each deposit and shall make information regarding the deposit available to the public upon written request.

E. The state treasurer shall invest the local government investment pool as provided in Section 6-10-10 NMSA 1978 regarding the investment of state funds in investments with a maturity at the time of purchase that does not exceed three years. The state treasurer may elect to have the local government investment pool consolidated for investment purposes with the state funds under the control of the state treasurer; provided that accurate and detailed accounting records are maintained for the account of each participating government and that a proportionate amount of interest earned is credited to each of the separate accounts of a participating government. The fund shall be invested to achieve its objective, which is to realize the maximum return consistent with safe and prudent management.

F. At the end of each month, all net investment income or losses from investment of the local government investment pool shall be distributed by the state treasurer to the accounts of participating governments in amounts directly proportionate to the respective amounts deposited by them in the local government investment pool and the length of time the amounts in each account were invested.

G. The state treasurer shall charge participating governments reasonable audit, administrative and investment expenses and shall deduct those expenses directly from the net investment income for the investment and administrative services provided pursuant to this subsection. The amount of the charges, the manner of the use by the state treasurer and the nature of bond-related services to be offered shall be established in rules adopted and promulgated by the state treasurer subject to approval by the state board of finance.

H. Subject to appropriation by the legislature, amounts deducted from the accounts of participating governments for charges permitted pursuant to this section shall be expended by the state treasurer in fiscal year 2008 and in subsequent fiscal years for the administration and management of the local government investment pool, services provided to participating governments related to investment of their money in that fund and other services authorized by this section. Balances remaining at the end of a fiscal year from the amounts deducted pursuant to this section shall revert to the general fund. Balances in the state treasurer's operating account resulting from deductions taken pursuant to this section in excess of the amount required to provide administration, management and related services required by this subsection or other services authorized by this section shall be offset by reductions in the charges made by the state treasurer to the accounts of participating governments in subsequent deductions from participating governments' accounts.

I. Each fiscal year, the state treasurer shall cause to have the short-term investment portion of the local government investment pool rated by a nationally recognized statistical rating organization. If the rating received by the short-term investment portion of the fund is lower than "AA", the state treasurer shall immediately submit a plan to the state board of finance detailing the steps that will be taken to obtain an "AA" or higher rating.

J. The state treasurer may offer to provide to participating governments services related to requirements of the federal income tax laws applicable to the investment of bond proceeds.

K. A tribe or quasi-governmental body created pursuant to New Mexico statute may become a participating government only if the governing authority of the tribe or quasi-governmental body has adopted a resolution authorizing the tribe or quasi-governmental body to remit money to the state treasurer for investment in the local government investment pool.

L. Deposits by the state treasurer on behalf of the general fund and bond proceeds investment pools shall, in aggregate, be no more than thirty-five percent of the total amount in the local government investment pool at any time.

M. The educational retirement board, the public employees retirement association and the state investment council may remit money to the state treasurer for investment in the local government investment pool.

History: 1978 Comp., § 6-10-10.1, enacted by Laws 1988, ch. 61, § 2; 1991, ch. 239, § 1; 1991, ch. 258, § 1; 1992, ch. 61, § 32; 1994, ch. 71, § 2; 1995, ch. 64, § 1; 2001, ch. 241, § 1; 2003, ch. 399, § 1; 2006, ch. 80, § 2; 2008, ch. 23, § 3; 2011, ch. 158, § 1; 2013, ch. 65, § 3; 2019, ch. 7, § 1.

ANNOTATIONS

The 2019 amendment, effective June 14, 2019, provided that the educational retirement board, the public employees retirement association and the state investment council may participate in the local government investment pool; and added Subsection M.

The 2013 amendment, effective June 14, 2013, changed the name of the participating government investment fund to the local government investment pool; deleted the requirement that short-term investments maintain an "AA" or higher rating; at the beginning of the title, deleted "Participating government investment fund" and added "Local government investment pool"; in Subsections A, D, E, F, H, I, K and L, deleted "participating government investment fund" and added "local government investment pool"; in Subsection I, deleted the former first sentence, which required that short-term investments maintain an "AA" or higher rating and in the current first sentence, after "Each fiscal year", deleted "and at such other times as directed by the state board of finance"; and in Subsection L, after "investment pools shall", deleted "not exceed" and added "in aggregate, be no more than".

The 2011 amendment, effective July 1, 2011, in Subsection L, increased the authorized deposits on behalf of the general fund and bond proceeds investment pools from five to thirty-five percent of the total amount in the participating government investment fund.

The 2008 amendment, effective February 27, 2008, changed the name of the short-term investment fund to the participating government investment fund; included revenues dedicated to repaying bonds in the fund in Subsection A; deleted the 180 day limitation for investment in the fund in Subsection D; extended the time limit for investment of funds from 397 days to three years in Subsection E; authorized the state treasurer to adopt rules to establish charges and the nature of bond-related services in Subsection G; and added Subsections H and J through L.

The 2006 amendment, effective May 17, 2006, added Subsection G to provide that investment shall be made in a manner that the fund maintains a "AA" or higher rating; that the short-term investment fund shall be rated annually and if the fund is lower than "AA", the state treasurer shall submit a plan to the state board of finance to obtain an "AA" or higher rating.

The 2003 amendment, effective April 8, 2003, added Paragraph H(18).

The 2001 amendment, effective June 15, 2001, in Subsection B, substituted "required for current expenditure" for "not required for expenditure within thirty days or less", deleted "bank, savings and loan association or credit union" following "state treasurer"; in Subsection E, deleted "and" following "NMSA 1978" and inserted "in investments with a maturity at the time of purchase that does not exceed three hundred ninety-seven days. The state treasurer", and deleted the former second sentence, which read "The state treasurer may invest a portion of the funds in banks, savings and loan associations or credit unions subject to the requirements of this section."; in Subsection F, substituted "net investment income or losses" for "interest earned", substituted "reasonable audit, administrative and investment expenses to be paid directly from their net investment income for the investment and administrative services" for "a fee of five basis points for the investment services"; deleted the definition of "short term" in Subsection G; and substituted "development council" for "assistance council" in Paragraph H(4).

The 1995 amendment, effective June 16, 1995, substituted "one hundred eighty-one days" for "thirty days" at the end of the first sentence in Subsection D, added the second sentence in Subsection E, and rewrote the second sentence of Subsection F which read: "No fees or transfer expenses shall be charged to the participating entities and Indian tribes or pueblos for investment in the short term investment fund".

The 1994 amendment, effective July 1, 1994, deleted "Subsection C of" preceding "Section 6-10-10" and substituted "tribe or pueblo" for "tribes or pueblos" in Subsection E, and inserted "District" following "Advancement" in Paragraph H(6).

The 1992 amendment, effective March 9, 1992, added Subsection H(17).

The 1991 amendment, effective June 14, 1991, substituted references to entity and Indian tribe or pueblo for "local public body" throughout the section; deleted "local" from the beginning of the catchline and preceding "short-term investment fund" in the first sentence in Subsection A and near the end of Subsection F; inserted "short-term investment" in Subsections D, E and F; and added Subsection H.

Relationship between county treasurer and board of finance. — Section 6-10-10.1 NMSA 1978, as enacted in 1988, gives the county treasurer power, "with the consent" of the board of finance, to place county funds in the state treasurer's "local short-term investment fund", which means that the county treasurer's decisions must be approved by the county board of finance. The county board of finance has no power to modify the county treasurer's decisions without the treasurer's concurrence and the treasurer cannot impose a unilateral decision on the board of finance. *Board of Cnty. Comm'rs v. Padilla*, 1990-NMCA-125, 111 N.M. 278, 804 P.2d 1097.

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New Mexico State Treasurer's Office
Local Government Investment Pool (LGIP)

APPLICATION

NOTE: Retain a copy of this document for your records. Any modification shall be in writing by execution of an Update Account Information form received by the New Mexico State Treasurer's office.

ACCOUNT REGISTRATION

The account shall be registered as follows:

Name of local public entity: _____

Title of account: _____

Type of Organization ☐City/Town/Village ☐County ☐School ☐Quasi Gov't Agency ☐Judicial
☐Special District ☐Pueblo/Tribe ☐University/College ☐Other_____

Entity's Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Mailing Address: _____

_____

Please select how monthly investment earnings on the account should be handled:

☐Reinvest ☐ Disburse via ACH

Banking information (your bank can assist you with this information):

Name and address of Bank _____

_____

_____

_____ _____

Bank ABA Routing Number Entity's Bank Account Number

I certify that the above information is correct to the best of my knowledge

_____ _____ _____

Print Name *Authorized Signature Date

**Only individuals who are listed on the Certification of Authorized Persons form are allowed to submit an application.*

New Mexico Local Government Investment Pool (LGIP) deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New Mexico LGIP deposits involve certain investment risk. Yield and total return may fluctuate and are not guaranteed.

For LGIP use ONLY

STO # _____ _____ _____

New Mexico LGIP Bureau Chief Date

New Mexico State Treasurer's Office
Local Government Investment Pool (LGIP)

CERTIFICATION OF AUTHORIZED PERSONS

NOTE: Retain a copy of this document for your records. Any modification shall be in writing. This document is in full force and in effect until revoked in whole in writing or amended by execution of a superseding certification received by the New Mexico State Treasurer's Office.

Date _____ ☐ New ☐ Supersedes certification ☐ Revocation of Authority

Name of local public entity: _____

Title of account(s): _____ STO #(s)_____

The following named persons are officers or other authorized signatories of the above denoted public entity and is/are authorized to act with full power to redeem investment in the Local Government Investment Pool (LGIP) and to execute and deliver any instrument necessary to effectuate the authority hereby conferred:

NAME	TITLE	SPECIMEN SIGNATURE	Information Only
_____	_____	_____	☐
_____	_____	_____	☐
_____	_____	_____	☐
_____	_____	_____	☐
_____	_____	_____	☐

_____ *Number of Authorized Signatures required per investment transaction (**REQUIRED**)*

The New Mexico State Treasurer may, without further inquiry, act upon the oral instruction of ANY PERSON(s) purporting to be authorized person(s) named in the Certification Form last received by the State Treasurer's Office. The State Treasurer shall not be liable for any claims, expenses (including legal fees), or losses resulting from any good faith act or failure to act by the State Treasurer, his agents or employees.

_____
CERTIFYING BANK OFFICER*

-OR-

_____
(Seal) NEW MEXICO NOTARY SIGNATURE

*** Signatures must be guaranteed by a commercial bank or trust company or by a member of a National Securities Exchange.**

New Mexico Local Government Investment Pool (LGIP) deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New Mexico LGIP deposits involve certain investment risk. Yield and total return may fluctuate and are not guaranteed.

For LGIP use ONLY

Date Received _____ Application submitted herewith or on file? ☐Yes ☐No

Wire information complete? ☐Yes ☐ No Application accepted? ☐Yes ☐ No

_____ _____
New Mexico LGIP Bureau Chief Date

New Mexico State Treasurer's Office
Local Government Investment Pool (LGIP)

ACCOUNT CLOSE FORM

ACCOUNT TO BE CLOSED:

Name of local public entity_____

Title of Account_____

STO#_____

Mailing Address _____

_____

_____

Telephone Number _____ Fax Number_____

Bank name and address: _____

_____

_____

I HEREBY AUTHORIZE THE NM STATE TREASURER'S OFFICE TO CLOSE AFOREMENTIONED LOCAL GOVERNMENT INVESTMENT POOL ACCOUNT:

Signature	Title	Date
Signature	Title	Date
Signature	Title	Date

NOTE: Only individuals who are listed on the Certification of Authorized Persons form are allowed to submit Account Closure Request. Request requires the number of authorized signatures necessary to transact activity for the account.

New Mexico Local Government Investment Pool (LGIP) deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New Mexico LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed.

_____ _____

New Mexico LGIP Bureau Chief Date

New Mexico State Treasurer's Office
Local Government Investment Pool (LGIP)

INTERNAL TRANSFER

Participant Name _____

Transfer FROM STO#: _____ **Transfer TO STO#:** _____

Effective Date: _____ **Amount: $** _____

_____ _____
*Authorized Signature *Authorized Signature

_____ _____
Title Title

***NOTE:** Only individuals who are listed on the Certification of Authorized Persons form are allowed to submit an internal transfer request. All Internal Transfer requests must be faxed or emailed by 2:30pm. All requests received after the deadline will be processed for the next business day.

Fax Number: (505) 955-1182 Email: NMSTO.LGIP@state.nm.us

The original confirmation letter must also be mailed to the State Treasurer's Office at the address below.

New Mexico State Treasurer's Office
The Honorable Tim Eichenberg
Attn: Local Government Investment Pool
PO Box 5135
Santa Fe, NM 87505

New Mexico Local Government Investment Pool (LGIP) deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New Mexico LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed.

For LGIP use ONLY

Date Received: _____ Processed by: _____

New Mexico State Treasurer's Office
Local Government Investment Pool (LGIP)

TRANSACTION REQUEST

Participant Name: _____ STO # _____

Date of Request: _____ Transaction Type: Contribution ☐ Withdrawal ☐
(Please check one)

Effective Date: _____ Amount: $ _____

_____ _____
*Authorized Signature *Authorized Signature

_____ _____
Title Title

***NOTE:** Only individuals who are listed on the Certification of Authorized Persons form are allowed to submit a transaction request. Requires the number of authorized signatures necessary to transact activity for the account. Please allow 24 hours for withdrawals. All requests must be faxed or emailed by 2:30pm the day before the transaction effective date. All requests received after the deadline will be processed for the next business day.

Phone Number: (505) 955-1142 Email: NMSTO.LGIP@sto.nm.gov

The original confirmation letter must also be mailed to the State Treasurer's Office at the address below.

New Mexico State Treasurer's Office
The Honorable Laura M. Montoya
Attn: Local Government Investment Pool
PO Box 5135
Santa Fe, NM 87505

New Mexico Local Government Investment Pool (LGIP) deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New Mexico LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed.

For LGIP use ONLY

Date Received: _____ Processed by: _____

New Mexico State Treasurer's Office (STO)
Local Government Investment Pool (LGIP)

Internet Participant Access System (IPAS) User Access Form

Date: _____

Name of local public entity: _____

STO Account # (s): _____

The number of approvals per transaction will be based off the entity's Certification of Authorized Signers

Name (First Last)	Phone Number	Email	Initiate	Approve	View ONLY
			☐	☐	☐
			☐	☐	☐
			☐	☐	☐
			☐	☐	☐
			☐	☐	☐
			☐	☐	☐
			☐	☐	☐
			☐	☐	☐

The New Mexico State Treasurer will not be liable for any damages, liabilities or harm that may occur from an unauthorized use of an IPAS User ID(s) and Password(s). It is the entity's responsibility to notify the New Mexico State Treasurer's Office upon becoming aware of the unauthorized use of IPAS User ID(s) and Password(s). The New Mexico Treasurer will take appropriate actions to cancel the existing User ID(s) and Password(s).

Signature (The contact signing below must already be authorized in the STO LGIP records to manage permissions)

Authorized Signature		Contact Name	Date
Title	**Phone Number**	**Email Address**	

Forms can be submitted to NMSTO.LGIP@sto.nm.gov

New Mexico Local Government Investment Pool (LGIP) deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New Mexico LGIP deposits involve certain investment risk. Yield and total return may fluctuate and are not guaranteed.

Curry County

Kendall Kempf <kkempf@currycountynm.gov>

What do I need from the State?

5 messages

Daniel Macke <dan@mackelaw.com> Thu, Mar 7, 2024 at 8:53 AM
To: Kendall Kempf <kkempf@currycountynm.gov>
Cc: "lpyle@currycounty.org" <lpyle@currycounty.org>

I resent it

Macke Law & Policy, LLC

Daniel J. Macke, Esq.

8206 Louisiana Blvd. NE, Ste. A

Albuquerque, NM 87113

(505) 308-8668

dan@mackelaw.com

New Mexico | Arizona | Texas

MACKE LAW & POLICY

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copying of this communication, or unauthorized use is strictly prohibited and subject to enforcement at law. If you are not the intended recipient, please delete this electronic message and DO NOT ACT UPON, FORWARD, COPY OR OTHERWISE DISSEMNATE IT OR ITS CONTENTS.

From: Kendall Kempf <kkempf@currycountynm.gov>
Date: Thursday, March 7, 2024 at 8:52 AM
To: Daniel Macke <dan@mackelaw.com>
Cc: lpyle@currycounty.org <lpyle@currycounty.org>

[Quoted text hidden]

[Quoted text hidden]

Daniel Macke <dan@mackelaw.com> Thu, Mar 7, 2024 at 8:53 AM
To: Kendall Kempf <kkempf@currycountynm.gov>

Macke Law & Policy, LLC

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MACKE LAW & POLICY

[Quoted text hidden]
[Quoted text hidden]

Resolution 2024-31 djm.docx
18K

Kendall Kempf <kkempf@currycountynm.gov> Thu, Mar 7, 2024 at 8:52 AM
To: Daniel Macke <dan@mackelaw.com>
Cc: "lpyle@currycounty.org" <lpyle@currycounty.org>

Hi Dan,

Thanks. I'm not finding the amended version. Can you help?

Kendall Kempf
Curry County Treasurer
(575) 763-3931 x412
kkempf@currycountynm.gov

My eMail Address has Changed
Please Update Your Records

[Quoted text hidden]

Daniel Macke <dan@mackelaw.com> Wed, Mar 6, 2024 at 8:10 PM
To: Kendall Kempf <kkempf@currycountynm.gov>
Cc: "lpyle@currycounty.org" <lpyle@currycounty.org>

Kendall:

I am not sure an agreement is required because this is all controlled by statute. For example, they require only a resolution before any deposit is made. In the Manual, they describe various forms. I would recommend you pull these and see what our obligations are, if any, other than the resolution. My reading is that this is what is required and the statutes control what STO does after a deposit is made. I note there is a deposit/transfer form required. Also, I might contact STO and see if they require any kind of form. I doubt it. At this point, I don't see a separate agreement is required, but if there is I think they would be the ones to propose one. The fiduciary and other duties, again, are in the law.

Regarding the resolution, I am attaching an amended version. I think, technically, the resolution is required to have the consent of the Board of Finance. I assume this was accomplished in Committee. In the meeting, I believe, it will have to be approved by the Board of Finance. I haven't seen the agenda yet. I am attaching the revisional and the statutory language:

B. If an eligible governing body is unable to receive payment on public money at the rate of interest as set forth in Section 6-10-36 NMSA 1978 from financial institutions within the geographic boundaries of the eligible governing body, or if the eligible governing body is not bound by the terms of Section 6-10-36 NMSA 1978, the finance officer having control of the money of that eligible governing body not required for current expenditure may, **with the consent of the board of finance of the eligible governing body** if consent is required by the laws or rules of the eligible governing body, remit some or all of the money to the state treasurer for deposit for the purpose of investment as allowed by this section.

Macke Law & Policy, LLC

Daniel J. Macke, Esq.

8206 Louisiana Blvd. NE, Ste. A

Albuquerque, NM 87113

(505) 975-4595

dan@mackelaw.com

New Mexico | Arizona | Texas

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MACKE LAW
& POLICY

[Quoted text hidden]

Resolution 2024-31 djm.docx
18K

Kendall Kempf <kkempf@currycountynm.gov> Wed, Mar 6, 2024 at 4:24 PM
To: Daniel Macke <dan@mackelaw.com>

Hi Dan,

Attached is a resolution I need to get approved for our participation in the LGIP with the NM Treasurer's Office. What kind of 'agreement' do I need with them?

Thanks,

Kendall Kempf
Curry County Treasurer
(575) 763-3931 x412
kkempf@currycountynm.gov

My eMail Address has Changed
Please Update Your Records

---

3 attachments

6-10-10.1 NMSA 2021.pdf
654K

Resolution 2024-31.docx
25K

LGIP-Participant-Manual-6-24-2015.pdf
395K

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: March 12, 2024
SUBJECT: **Request Approval of Plains Regional Medical Center Claims in the Amount of $839.04 - Lance A. Pyle**

Plains Regional Medical Center

Total Claims	2	
Approved	2	$839.04
Denied	0	

Plains Regional Medical Center

Approved	2	$839.04
Denied	0	

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

Total Amount Billed $2,622.00

32% of Amount Billed **$839.04**

Prepared by Kaitlin Bentley
Last updated on 03/04/2024

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: March 12, 2024
SUBJECT: **Request Action on La Casa Medical Claims for the Month of November 2023 in the Amount of $420.56 - Lance A. Pyle**

La Casa de Buena Salud

Total Claims	2	
Approved	2	$420.56
Denied	0	
Medical- November 2023		
Approved	2	$420.56
Total Amount Billed	$647.02	
65% of Total Amount Billed		**$420.56**

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

Prepared by Kaitlin Bentley
Last updated on 03/05/2024

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: March 12, 2024
SUBJECT: **Request Action on La Casa Dental Claims for the Month of November 2023 in the Amount of $2,109.90 - Lance A. Pyle**

La Casa de Buena Salud

Total Claims	3	
Approved	3	$2,109.90
Denied	0	
Dental- November 2023		
Approved	3	$2,109.90
Total Amount Billed	$3,246.00	
65% of Total Amount Billed		**$2,109.90**

*Total three (3) claims for three (3) patients.

Prepared by Kaitlin Bentley
Last updated on 03/05/2024

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: March 12, 2024
SUBJECT: **Request Action on La Casa Dental Claims for the Month of January 2024 in the Amount of $164.45- Lance A. Pyle**

La Casa de Buena Salud

Total Claims		2	
Approved		2	$164.45
Denied		0	
Dental- January 2024			
Approved		2	$164.45
Total Amount Billed	$253.00		
65% of Total Amount Billed			**$164.45**

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

Prepared by Kaitlin Bentley
Last updated on 03/05/2024

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: March 12, 2024
SUBJECT: **Request Action on La Casa Dental Claim for the Month of February 2024 in the Amount of $204.10 - Lance A. Pyle**

La Casa de Buena Salud

Total Claims	1	
Approved	1	$204.10
Denied	0	
Dental- February 2024		
Approved	1	$204.10
Total Amount Billed	$314.00	
65% of Total Amount Billed		**$204.10**

*Total one (1) claim for one (1) patient.

Prepared by Kaitlin Bentley
Last updated on 03/05/2024

Indigent Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: March 12, 2024
SUBJECT: **Request Action on Amendment #7 to the Curry County Indigent Hospital Claims Policy Adopted February 18, 2023 - Lance A. Pyle**

See attached.

Prepared by Kaitlin Bentley
Last updated on 03/06/2024

ATTACHMENTS:

- Indigent Fund signed 01.24.2024.pdf
- Revised Res. Amending Indigent Claims Revised.pdf

LA CASA
Family Health Center

PORTALES
Corporate Office
1515 W Fir
PO Box 843
Portales, NM 88130
(575) 356-6695
(575) 356-5948 Fax
DENTAL (575) 356-5517

CLOVIS
1521 W 13th St
Clovis, NM 88101
(575) 769-0888
(575) 763-9154 Fax
DENTAL (575) 769-5021

SCHOOL BASED HEALTH CENTER
100 Commerce Way
Clovis, NM 88101
(575) 762-0360
(575) 762-9102 Fax

ROSWELL
1511 S Grand Ave
Roswell, NM 88203
(575) 623-3255
(575) 625-9901 Fax

LOS NINOS PEDIATRICS
200 W Wilshire Suite A
Roswell, NM 88202
(575) 622-5956
(575) 622-4059 Fax

LA CASA FAMILY DENTISTRY
200 W Wilshire Suite D
Roswell, NM 88202
(575) 249-4200

ENMU Student Health Services
1500 S Ave K
Station 31
Portales, NM 88130
(575) 562-2321
(575) 562-2324 Fax

ENMU Roswell Health Services
75 University Blvd.
Suite 130
Roswell, NM 88203
(575) 624-7106
(575) 624-7466 Fax
DENTAL (575) 624-7207

Behavioral Health
110 E. Mescalero Rd.
Roswell, NM 88201
(575) 755-2272
(575) 622-3325 Fax

www.lacasahealth.com

January 18, 2024

Mr. Lance Pyle, Curry County Manager
Curry County Administration Building
417 Gidding Street, Suite #100
Clovis NM 88101

Dear Mr. Pyle:

We recently had a discussion in regard to the Curry County Indigent Fund guidelines and the fact that these had not been increased for a number of years. This discussion came about because of the number of applicants who are in need of financial assistance for medical and/or dental services and who did not qualify because they were a few dollars over the guideline.

The current income guideline is set at $19,000 for a household size of one and $30,000 for a household of two. While both of these are generous and over 130% of poverty based on the 2023 poverty guidelines, we have encountered several individuals who are looking for assistance and just over the guidelines. There are many reasons for this occurring, but the bottom line is that these Curry County residents need assistance to help pay for their medical and dental visits.

That being said, I would ask that the Curry County Commissioners consider increasing the income guidelines to what would be equivalent to 175% of poverty. This would be $25,515 for a household of one and $34,510 for a household of two.

I thank you in advance for your consideration of this request.

Sincerely,

Mr. Seferino Montaño, CEO
La Casa Family Health Center

RESOLUTION #2024-32

AMENDMENT #7
TO
CURRY COUNTY INDIGENT HOSPITAL CLAIMS POLICY
ADOPTED FEBRUARY 18, 2003 RESOLUTION #2003-06

WHEREAS, Curry County has previously adopted its Indigent Hospital Claims Policy as Resolution #2003-06; and,

WHEREAS, said Resolution has previously been amended by Resolution # 2012 – 32, Amendment # 2, adopted October 10, 2012 (hereinafter, "Amendment # 2") and Resolution # 2020-52, adopted July 28, 2020 (hereinafter, "Amendment # 4"); and,

WHEREAS, pursuant to current statutory guidelines, Curry County desires to amend Sections II IHC ELIGIBILITY PROVISION, paragraph **E – Medically Indigent Persons Eligibility,** sub-paragraphs 2, 3, 4, 5 and 6, as amended by Amendment # 2 and Amendment # 4**;**

NOW THEREFORE, BE IT HEREBY RESOLVED, that existing Section II IHC Eligibility Provision Paragraph E – **Medically Indigent Persons Eligibility** page 7, paragraphs 2, 3, 4, 5 and 6, as amended by Amendment # 2 and Amendment # 4, be and the same are hereby rescinded in their entirety.

BE IT FURTHER RESOLVED that a new Section II IHC Eligibility Provision Paragraph E – **Medically Indigent Persons Eligibility,** as set forth on page 7 of the Curry County Indigent Hospital Claims Policy adopted February 18, 2003 as Resolution #2003-06, is hereby adopted and shall read as follows:

E - Medically Indigent Persons Eligibility:

1. The Curry County IHC Program is an income-based program.

2. Income criterion is based on a Family or Head of Household income limit of $35,000 per year. Single household income limit is $25,000 per year.

3. A married person household income cannot exceed $35,000 per year.

4. The income of single member cannot exceed $25,000 per year.

5. The income of single member household where the member is age 65 or older, is widowed, or is receiving government disability, will be considered at the same rate of $25,000.

6. Households which consist of more than one person where the parent or designated head of household is age 65 or older, is widowed, or is receiving government disability benefits will not exceed $35,000 per year.

7. Head of Household means a single person who meets the guidelines set forth by the Internal Revenue Service for Head of Household filing status.

BE IT FURTHER RESOLVED, the above referenced language of the above referenced Section of the Curry County Indigent Hospital Claims Policy be and hereby are amended effective the 1st day of April, 2024.

PASSED, APPROVED AND ADOPTED on this 12th day of March, 2024.

BOARD OF CURRY COUNTY COMMISSIONERS

_____
Robert Thornton, Chairman

_____
Brad Bender, Vice-Chair

_____
Fidel Madrid, Member

_____
Dusty Leatherwood, Member

_____
Seth Martin, Member

ATTEST:

_____
Annie Hogland, Curry County Clerk

APPROVED AS TO FORM:

_____
Daniel J. Macke, County Attorney