



# **CIBOLA COUNTY BOARD OF COMMISSIONERS**

Christine Lowery  
Chair

Ralph Lucero  
1<sup>st</sup> Vice Chair

Daniel Torrez  
2<sup>nd</sup> Vice Chair

Martha Garcia  
Commissioner

Robert Windhorst  
Commissioner

## **Regular Commission Meeting Thursday, June 27, 2024 5:00 p.m.**

### **Cibola County Commission Chambers**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Prayer**
5. **Approval of Agenda**

6. **Public Comment**

The Public has the opportunity to provide comment on any subject during the public comment period. Speaker's comments will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit is given in an effort to allow public input but also to move the agenda forward in a prompt yet efficient manner.

7. **Minutes**

- a. 05.23.2024 Regular Commission Meeting
- b. 06.13.2024 Canvassing Special Commission Meeting

8. **Reports**

- a. Budget and Finance Report- Kate Fletcher-County Manager & Paul Ludi-Finance Director
  1. Update on Encerrita Fire-Dustin Middleton-OEM Fire Marsha;/Emergency Manager
- b. DWI Report-Vicki Kramer-DWI Program Coordinator

9. **New Business – Action May Be Taken**

- a. Consideration of Resolution 2024-35 FY24 Budget Adjustment Number 8
- b. Consideration of Grant Agreement 25-D-G-04 for FY25 DWI Program
- c. Consideration of Cibola County DWI Advisory Board Bylaws

- d. Consideration of Services Agreements Between Cibola County DWI and:
  - 1. Substance Abuse Treatment and Case Management Services Contract for Casa San Jose of Gallup, NM
  - 2. FY25 Prevention Services Agreement with Prevention Works Consulting, LLC
  - 3. FY25 Evaluation Services Agreement with Concha Montano Consulting
- e. Memorandum of Agreement (MOA) Between DWI Program And:
  - 1. Cibola County Sheriff's Office
  - 2. City of Grants Police Department
  - 3. Village of Milan Police Department
- f. Consideration of Resolutions for LGRF CO-OP Grant Agreement Extension Requests For:
  - 1. Resolution 24-36 LGRF CO-OP Agreement-Control# L600243 SB
  - 2. Resolution 24-37 LGRF CO-OP Agreement-Control# L600246 CAP
  - 3. Resolution 24-38 LGRF CO-OP Agreement-Control# L600249 SP

#### **10. Executive Session-No Exec. Items**

**Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section 10-15-1, only the following matters will be discussed in closed session:**

Pursuant to Section 10-15-1 (H) the following matters may be discussed in closed session:

- a. Pending or threatened litigation 10-15-1 (H) (7)
- b. Real Property 10-15-1 (H) (8)
- c. Personnel 10-15-1 (H) (2)
- d. other specific limited topics that are allowed or authorized under the stated statute;

**Motion and Roll Call Vote to Return to Regular Session**

**Motion and Roll Call Vote that Matters Discussed In Closed Session Were Limited To Those Specified In Motion For Closure, and That No Final Action Was Taken, As Per New Mexico Statutes Section §10-15-1.**

#### **11. Announcements**

- a. Cibola County Offices Will Be Closed, Thursday, July 4<sup>th</sup>, 2024, In Observation of Independence Holiday.
- b. The Next Regular Commission Meeting will be on Thursday, July 25, 2024, at 5:00 p.m.

#### **12. Adjournment**

*Note: This agenda is subject to change up to 72 hours prior to the scheduled meeting date and time as deemed necessary by the County Manager. To inquire about agenda changes, please contact the Grants/Project Manager, Judy Horacek, at 505.285.2557 or [judy.horacek@co.cibola.nm.us](mailto:judy.horacek@co.cibola.nm.us). If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the County Manager at least one (1) week prior to the meeting or as soon as possible.*



# 7a. Minutes

05.23.2024

Regular Commission Meeting

**Regular Commission Meeting**  
**Thursday, May 23, 2024**  
**5:00 p.m.**  
**Cibola County Commission Chambers**

**Elected Officials Present Staff**

**Christine Lowery, Chair**

**Ralph Lucero, 1<sup>st</sup> Vice Chair**

**Daniel Torrez, 2<sup>nd</sup> Vice Chair**

**Robert Windhorst, Commissioner**

**Martha Garcia, Commissioner**

**Kate Fletcher, Manager**

**Paul Ludi, Finance Director**

**Michelle Dominguez, County Clerk**

**Maria Grijalva, Rec/Filing**

**1. Call to Order**

Madam Chair Lowery called the meeting to order at 5:00 pm.

**2. Roll Call**

Madam Chair Lowery does roll call All Present

**3. Pledge of Allegiance**

Led by 1<sup>st</sup> Chair Lowery recited by all.

**4. Prayer**

Led by 1<sup>st</sup> Commissioner Garcia.

**5. Approval of Agenda**

Motion to approve agenda made by Commissioner Windhorst

Second was made by Commissioner Torrez 5-0 affirmative.

**6. Public Comment**

No Public Comments

**7. Minutes**

a. 04-25-2024 Regular Commission Meeting.

Motion to approve item A made by Commissioner Windhorst

Second by Commissioner Torrez 5-0 affirmative.

b. 05-06-2024 Regular Commission Meeting.

Motion to approve item B made by Commissioner Windhorst

Second by Commissioner Torrez 5-0 affirmative.

**8. Reports**

a. Budget and Finance Report- Kate Fletcher- County Manager & Paul Ludi- Finance Director.  
Report on File.

b. Assessors Annual Report – Written Report Only  
Report on File

**9. Presentation**

a. Presentation of Awards:



- a. Acknowledging and Honoring Harry Garcia, George Munoz and Joshua Sanchez for Exceptional Service to Cibola County

**10. Public Hearing**

No Public Hearing

**11. New Business – Action May Be Taken**

**a. Consideration of Route 66 Energy Storage Arrey Summary Review Plat**

Motion to approve Item A. made by Commissioner Lucero.

Second made by Commissioner Windhorst. 4-0 affirmative.

Commissioner Garcia Abstained

**b. Consideration of Resolution 2024-30 Recognizing the Cibola County Health Council as the Official Health Council for the Purposes Outlined in the County and Tribal Health Councils Act.**

Motion to approve Item B. made by Commissioner Windhorst.

Second made by Commissioner Lucero. 5-0 affirmative

**c. Consideration of Resolution 2024-31 FY25 Interim Budget**

Motion to approve Item C. made by Commissioner Garcia.

Second made by Commissioner Torrez. 5-0 affirmative

**d. Consideration of Resolution 2024-32 FY 24 Budget Adjustment Number #7**

Motion to approve item D. was made by Commissioner Torrez

Second by Commissioner Garcia 5-0 affirmative.

**e. Consideration of Resolution 2024-33 FY 2026-2030 Infrastructure Capital Improvements Plan**

Motion to approve items E made by Commissioner Windhorst

Second by Commissioner Torrez 5-0 affirmative.

**f. Consideration of Resolution 2024-34 Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and between Cibola County and the New Mexico Finance Authority**

Motion to approve item F. made by Commissioner Torrez

Second by Commissioner Lucero 5-0 affirmative.

**g. Consideration of RFP 2024-004 Selection of Quartz Hill Trail System Trail Construction Firm**

Motion to approve item G. made by Commissioner Torrez.

Second by Commissioner Garcia 5-0 affirmative.

**h. Consideration of IFB 2024-002 Selection of County Road 5 Bridge Replacement General Contractor and Direction to Staff to Execute the Final Contract Based on Cost Proposal Provided**

Motion to approve item H. made by Commissioner Windhorst

Second by Commissioner Lucero 5-0 affirmative.

**i. Consideration of Selection of 2 Board Members to the Ambulance Service Committee Motion**

to approve item I. made by Commissioner Lucero

Second by Commissioner Torrez 5-0 affirmative.

**j. Consideration of MOU between Cibola Sheriff's Office and 13<sup>th</sup> Judicial District Juvenile Treatment Court Item Tabled**

Motion to approve item J. made by Commissioner Torrez

Second by Commissioner Windhorst

Commissioner Lucero, Windhorst, and Torrez Voted yes.

Commissioner Lowery and Garcia Voted no

**k. Consideration of Requisitions over \$20,000**

- 1. Fire Equipment/Artesia Fire Equipment/Laguna Fire Protection-\$34,800**

**2. Stonefly 40TB Backup Device/ SHI/Data Processing-\$31,219.68**

Motion to approve item K. made by Commissioner Torrez

Second by Commissioner Lucero 5-0 affirmative.

**12. Executive Session No Executive Session**

Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section 10-15-1, only the following matters will be discussed in closed session.

Pursuant to Section 10-15-1 (H) the following matters may be discussed in closed session:

- a. Pending or threatened litigation 10-15-1 (H) (7)
- b. Real Property 10-15-1 (H) (8)
- c. Personnel 10-15-1 (H) (2)
- d. Other specific limited topics that are allowed or authorized under the stated statute.

**Motion and Roll Call Vote to Return to Regular Session**

**Motion and Roll Call Vote that Matters Discussed in Closed Session Were Limited to Those Specified In Motion For Closure and That No Final Action Was Taken. As Per New Mexico Statutes Section §10-15-1.**

**12. Announcements**

- a. Cibola County Offices Will Be Closed, Monday, May 27, 2024, In Observation of Memorial Day Holiday.
- b. A Special Canvassing Commission Meeting will be held on Thursday, June 13<sup>th</sup>, 2024, at 2:00 p.m.
- c. The Next Regular Commission Meeting will be held on Thursday, June 27<sup>th</sup>, 2024, at 5:00 p.m.

**13. Adjournment**

**6:56 p.m.**

**PASSED, APPROVED, and ADOPTED** this 23<sup>rd</sup>, day of May 2024

BOARD OF COUNTY COMMISSIONERS

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**Christine Lowery, Chair**

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**Ralph Lucero, 1<sup>st</sup> Vice Chair**

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**Daniel Torrez, 2<sup>nd</sup> Vice Chair**

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**Martha Garcia, Commissioner**

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**Robert Windhorst, Commissioner**

**ATTEST:**

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**Michelle E. Dominguez, Cibola County Clerk**

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

**SEAL**



# 7b. Minutes

06.13.2024

Canvassing Special Commission Meeting

**Special Canvassing Commission Meeting**  
**Thursday, June 13, 2024**  
**2:00 p.m.**  
**Cibola County Commission Chambers**

**Elected Officials Present Staff**

**Christine Lowery, Chair**

**Ralph Lucero, 1<sup>st</sup> Vice Chair**

**Daniel Torrez, 2<sup>nd</sup> Vice Chair Absent**

**Robert Windhorst, Commissioner**

**Martha Garcia, Commissioner**

**Kate Fletcher, Manager**

**Paul Ludi, Finance Director**

**Michelle Dominguez, County Clerk**

**Natalie Grine, Deputy County Clerk**

**Maria Grijalva, Rec/Filing**

**1. Call to Order**

Madam Chair Lowery called the meeting to order at 2:00 pm.

**2. Roll Call**

Madam Chair Lowery does roll call Commissioner Torrez Absent

**3. Pledge of Allegiance**

Led by commissioner Windhorst recited by all.

**4. Prayer**

Led by 1<sup>st</sup> Commissioner Garcia.

**5. Approval of Agenda**

Motion to approve agenda made by Commissioner Lucero

Second was made by Commissioner Windhorst 4-0 affirmative.

**6. Canvassing**

*(County Commission Convenes as Canvassing Board)*

Motion to convene as Canvassing Board made by Commissioner Gracia

Second by Commissioner Windhorst 4-0 affirmative.

**a. Consideration of Canvassing the Results of the 2024 Primary Election**

Motion to approve item A made by Commissioner Lucero

Second by Commissioner Windhorst 4-0 affirmative.

*(County Commission Reconvenes as Commission Board)*

Motion to reconvenes as Cibola County Commissioners made by Commissioner Windhorst

Second by Commissioner Garcia 4-0 affirmative.

**7. New Business**

**a. Consideration of Contract with Compass Engineering & Construction Services, LLC as General Contractor for County Road 5 Moquino Llano Road & Bridge Project**

Motion to approve item A made by Commissioner Lucero

Second by Commissioner Windhorst 4-0 affirmative.



- b.** Direction to County Manager to Execute Professional Services Agreement with WSP for Construction Management of County Road 5

Motion to approve item B made by Commissioner Windhorst

Second by Commissioner Lucero 4-0 affirmative.

- c.** Direction to County Manager to Execute AIA Contract with Proline Trails of AZ as Trail Construction Contractor for Quartz Hill Trail located in the Zuni Mountains

Motion to approve item C made by Commissioner Lucero

Second by Commissioner Windhorst 4-0 affirmative.

- d.** Consideration of Requisitions over \$20,000

- 1. 10 years-10 certs for Tasers, Body & Dash Camera- /Axon/Sheriff-\$923,062.27

Motion to approve item D made by Commissioner Lucero

Second by Commissioner Windhorst 4-0 affirmative.

**8. Announcements**

- a.** The Next Regular Commission Meeting will be on Thursday, June 27, 2024, at 5:00p.m.

**9. Adjournment**

**2:54 p.m.**

**PASSED, APPROVED, and ADOPTED** this 13th, day of June 2024

BOARD OF COUNTY COMMISSIONERS

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**Christine Lowery, Chair**

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**Ralph Lucero, 1<sup>st</sup> Vice Chair**

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**Daniel Torrez, 2<sup>nd</sup> Vice Chair**

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**Martha Garcia, Commissioner**

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**Robert Windhorst, Commissioner**

**ATTEST:**

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**Michelle E. Dominguez, Cibola County Clerk**

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

**SEAL**



## 8a. Reports

# Budget and Finance Report

As of May 31, 2024



# CIBOLA COUNTY COMMISSION MEETING

June 27, 2024

Christine Lowery, Chair  
Ralph Lucero, 1st Vice Chair  
Daniel Torrez, 2nd Vice Chair  
Martha Garcia, Commissioner  
Robert Windhorst, Commissioner  
  
Kate Fletcher, County Manager



# Finance Report

As of May 31, 2024





# FINANCE UPDATES

- Finance Reports & Budgets located on finance department webpage.
- County is reconciled through April 30, 2024 for the Main Operating account and the Treasurer's office is reconciled through May 31, 2024 for the Tax operating account.
- Public Budget Workshop for Final Budget Coming Soon! Have your voice heard. Keep an eye out on the County website.
- PILT - \$2,373,039
- NMC 33 Annual Summer Conference – Went well. Affiliates represented.





# Cibola County FY24 Actuals (In Red) GRT Distributions with Contracts & Compensating Tax

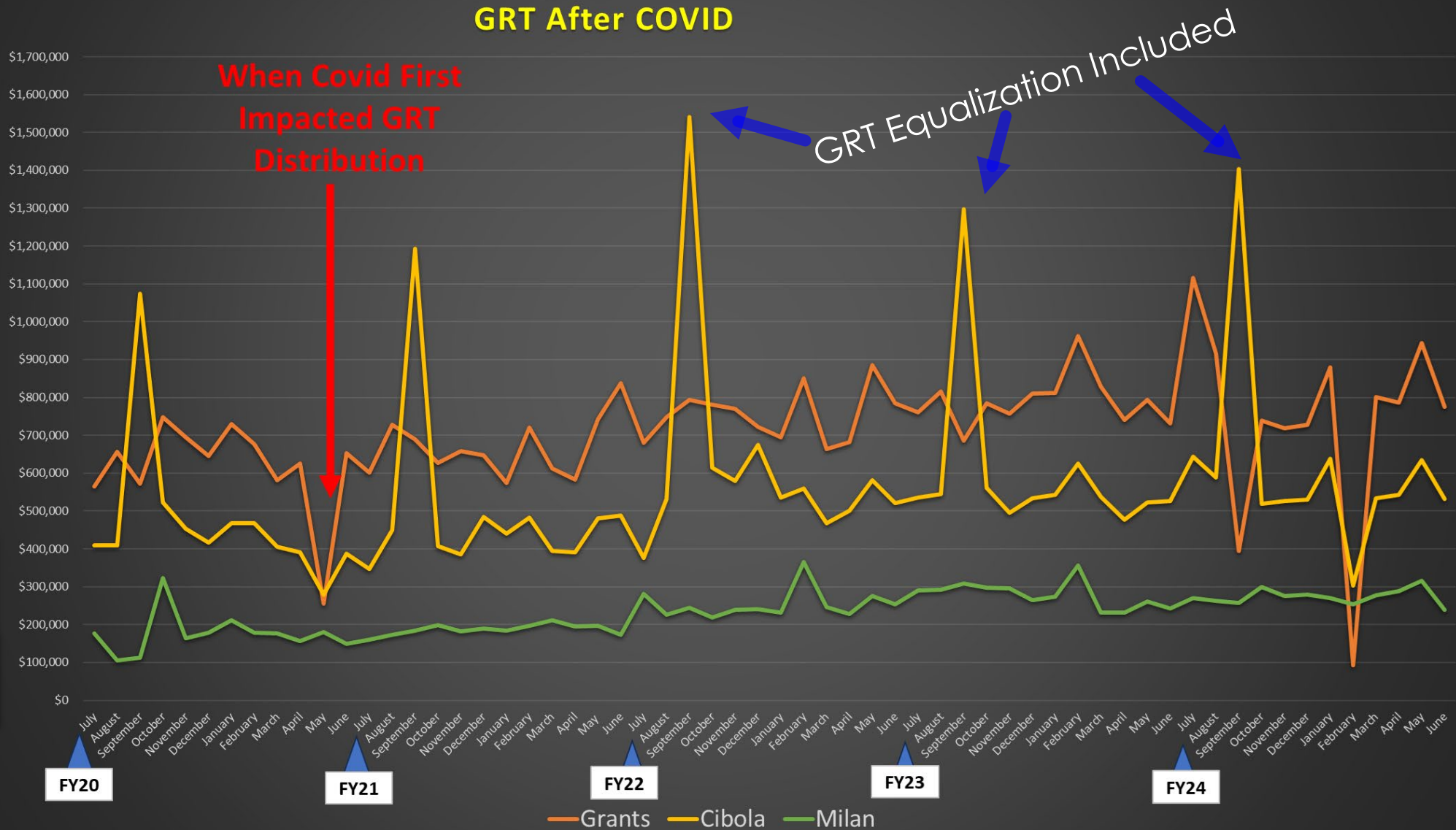
Received GRT Equalization for \$999,871.45 in addition to regular GRT of \$404,153 in September

\$1,550,000  
\$1,450,000  
\$1,350,000  
\$1,250,000  
\$1,150,000  
\$1,050,000  
\$950,000  
\$850,000  
\$750,000  
\$650,000  
\$550,000  
\$450,000  
\$350,000  
\$250,000

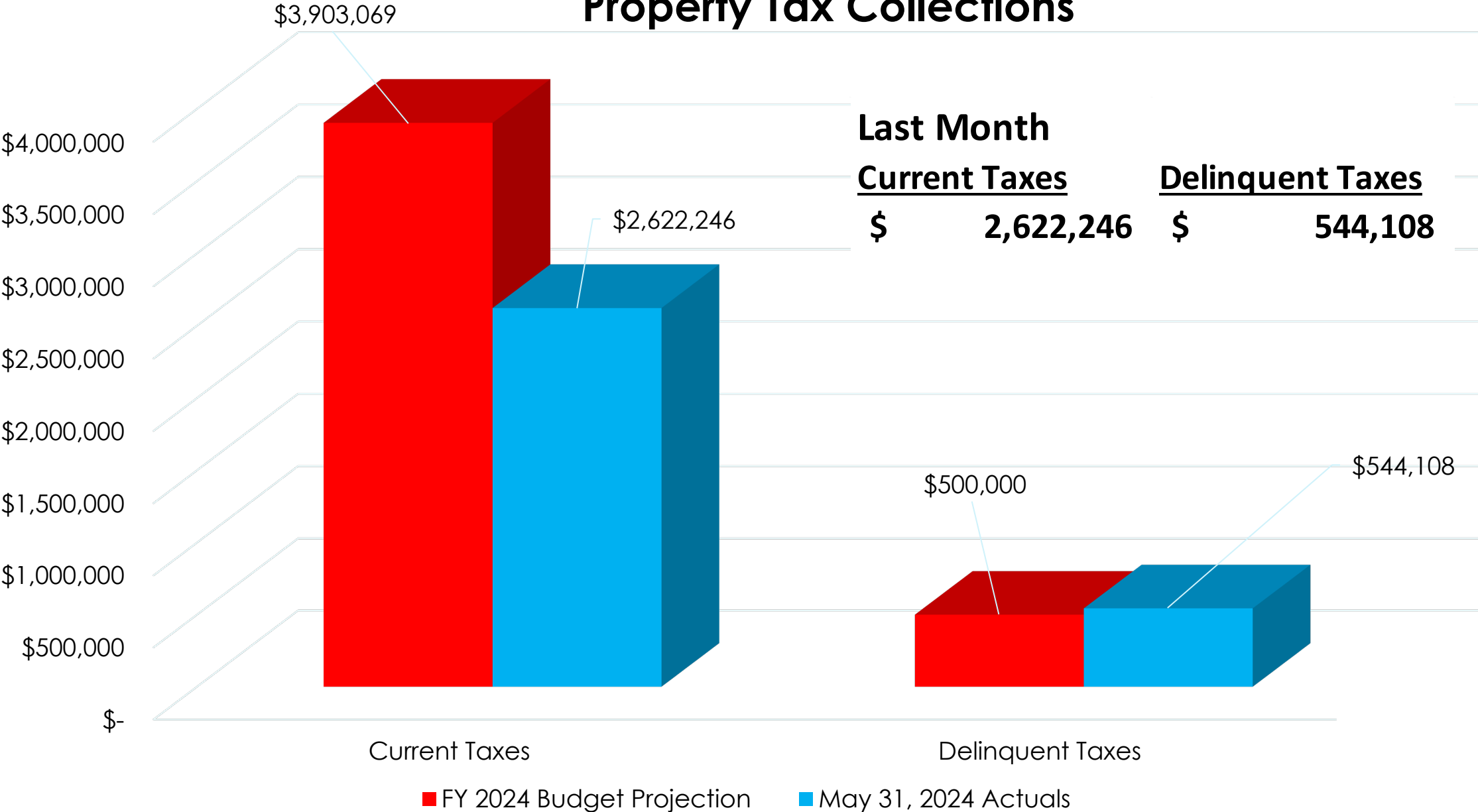
	July	August	September	October	November	December	January	February	March	April	May	June
2024 YTD Actuals	\$643,909	\$589,026	\$1,404,025	\$518,616	\$525,694	\$530,938	\$637,378	\$302,883	\$534,154	\$542,680	\$633,656	\$532,589
2024 Projected Budget	\$549,835	\$549,835	\$1,357,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835
2023 YTD Actuals	\$536,444	\$544,228	\$1,296,630	\$561,147	\$494,626	\$533,954	\$543,038	\$625,741	\$536,941	\$476,875	\$523,283	\$527,090
2022 YTD Actuals	\$375,851	\$531,510	\$1,540,013	\$614,259	\$580,018	\$674,226	\$535,367	\$559,873	\$468,410	\$501,653	\$581,272	\$520,659

# 5 Year Comparison of Net GRT including Contracts (Intercepts), Compensating Tax, & Industry Tax

## GRT After COVID



# Property Tax Collections





## Cibola County Operating Cash Recap - May 31, 2024

<u>Active Funds</u>	<u>Beginning Cash Balance as of 7-1-2023</u>	<u>Beginning Investments</u>	<u>YTD Revenues</u>	<u>YTD Transfers</u>	<u>YTD Expenditures</u>	<u>YTD Adjustments</u>	<u>Ending Cash &amp; Investments</u>
101 - INVESTMENT FUND	\$0.00	\$5,436,019.96	\$269,880.95	\$0.00	\$0.00	\$0.00	\$5,705,900.91
401 - GENERAL FUND	\$8,562,611.58	\$0.00	\$5,410,242.26	(\$1,665,981.95)	(\$7,917,733.26)	(\$2,798,177.46)	\$1,590,961.17
402 - ROAD	\$152,649.28	\$0.00	\$2,426,908.64	\$0.00	(\$1,188,869.51)	\$3,937.72	\$1,394,626.13
403 - FARM & RANGE	\$0.00	\$0.00	\$0.00	\$19,076.69	(\$28,031.44)	\$0.00	(\$8,954.75)
406 - INDIGENT	\$692,889.38	\$0.00	\$608,171.61	\$0.00	(\$718,533.05)	\$0.00	\$582,527.94
407 - SAN RAFAEL VFD	\$255,329.45	\$0.00	\$167,142.00	(\$55,416.00)	(\$156,769.73)	(\$50.00)	\$210,235.72
408 - BLUEWATER VFD	\$89,784.17	\$0.00	\$111,726.00	(\$25,251.00)	(\$58,518.47)	(\$420.00)	\$117,320.70
409 - LOBO CANYON VFD	\$295,777.14	\$0.00	\$56,310.00	\$55,416.00	(\$127,896.57)	\$0.00	\$279,606.57
413 - LAGUNA EMS	\$5,674.63	\$0.00	\$11,147.00	\$0.00	(\$4,933.72)	\$0.00	\$11,887.91
415 - PINEHILL EMS	\$1,546.22	\$0.00	\$9,039.00	\$0.00	(\$8,921.08)	\$0.00	\$1,664.14
416 - FENCE LAKE VFD	\$521,084.69	\$0.00	\$68,696.65	\$0.00	(\$16,049.11)	(\$91.10)	\$573,641.13
418 - CANDY KITCHEN VFD	\$341,301.63	\$0.00	\$137,297.50	(\$37,531.00)	(\$86,010.01)	\$0.00	\$355,058.12
419 - LAGUNA VFD	\$859,195.51	\$0.00	\$404,340.00	\$0.00	(\$239,886.71)	\$0.00	\$1,023,648.80
424 - CUBERO VFD	\$172,179.27	\$0.00	\$341,085.00	(\$13,541.00)	(\$30,715.48)	\$0.00	\$469,007.79
425 - CUBERO EMS	\$2,249.64	\$0.00	\$5,000.00	\$0.00	(\$4,522.91)	\$0.00	\$2,726.73
427 - EL MORRO VFD	\$195,363.40	\$0.00	\$332,675.50	\$0.00	(\$29,888.67)	\$0.00	\$498,150.23
428 - SUPERIOR AMBULANCE	\$1,766.53	\$0.00	\$14,945.00	\$0.00	(\$16,703.98)	\$0.00	\$7.55
429-CIBOLA ADMIN EMS	\$0.85	\$0.00	\$5,000.00	\$0.00	(\$4,935.95)	\$0.00	\$64.91
430 - LAGUNA VFD - VALENCIA STATION	\$0.00	\$0.00	\$105,553.00	\$0.00	(\$12,329.73)	\$0.00	\$93,223.27
435 - CONSOLIDATED DISPATCH	\$194,548.33	\$0.00	\$1,170,302.00	\$57,000.00	(\$1,391,430.22)	(\$26.44)	\$30,393.67
438 - DWI GRANT	\$56,841.28	\$0.00	\$56,238.21	\$0.00	(\$49,949.50)	\$0.00	\$63,129.99
439 - DWI DISTRIBUTION	\$143,059.42	\$0.00	\$277,427.00	\$0.00	(\$301,487.46)	\$0.00	\$118,998.96
475 - COUNTY FIRE PROTECTION	\$1,208,050.12	\$0.00	\$271,734.92	\$0.00	(\$18,385.76)	\$0.00	\$1,461,399.28
500 - CLERK RECORDING/FILING	\$97,714.69	\$0.00	\$34,650.00	\$0.00	(\$26,382.83)	\$0.00	\$105,981.86
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$1,122,847.58	\$0.00	(\$572,155.46)	\$0.00	\$550,692.12
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,912,129.12	\$0.00	(\$764,564.57)	\$0.00	\$1,147,564.55
575 - NMFA LOANS	\$0.00	\$377,669.77	\$17,872.02	\$297,216.62	(\$317,789.20)	(\$374,969.21)	\$0.00
604 - FIRE MARSHAL	\$76,707.40	\$0.00	\$176,832.04	(\$12,970.00)	(\$75,263.01)	\$0.00	\$165,306.43
605 - LAW ENFORCEMENT PROTECTION	\$0.00	\$0.00	\$119,000.00	(\$18,018.36)	(\$86,570.04)	\$0.00	\$14,411.60
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$798,831.02	\$0.00	\$0.00	\$0.00	(\$782,064.19)	(\$0.00)	\$16,766.83
607 - QUARTZ HILL PROJECT	\$144,034.31	\$0.00	\$1,553.30	\$0.00	(\$81,906.18)	\$0.00	\$63,681.43
614 - DETENTION CENTER	\$0.00	\$780,003.86	\$8,345,342.80	\$1,400,000.00	(\$9,776,634.01)	\$0.00	\$748,712.65
616 - LERF	\$0.00	\$0.00	\$11,367.08	\$0.00	\$0.00	\$0.00	\$11,367.08
620 - 1% REAPPRAISAL FUND	\$15,961.85	\$0.00	\$64,063.21	\$0.00	(\$14,823.00)	\$0.00	\$65,202.06
646 - LG ABATEMENT	\$0.00	\$0.00	\$790,636.02	\$0.00	(\$790,636.02)	\$0.00	\$0.00
647 - LATCF GRANT	\$3,151,902.50	\$0.00	\$3,151,902.50	\$0.00	(\$1,020,212.28)	\$0.00	\$5,283,592.72
648 - TPF COUNTY ROAD GRANTS FUND	\$1,505,488.13	\$0.00	\$1,187,500.00	\$0.00	(\$182,240.93)	\$0.00	\$2,510,747.20
649 - AMERICAN RESCUE PLAN ACT	\$2,414,398.12	\$0.00	\$0.00	\$0.00	(\$1,460,592.72)	\$0.00	\$953,805.40
651 - CAPITAL OUTLAY PROJECTS	\$0.00	\$0.00	\$304,317.29	\$0.00	(\$73,156.51)	\$0.00	\$231,160.78
TOTALS=	\$21,956,940.54	\$6,593,693.59	\$29,500,875.20	\$0.00	(\$28,437,493.27)	(\$3,169,796.49)	\$26,444,219.58



# Budget Adjustment #8 – Reso 2024-35



**ENTITY NAME:** Cibola County  
**FISCAL YEAR:** FY 2023-24  
**RESOLUTION #:** 2024-35  
**BAR SCHEDULE:** 2024-35A

TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY  DEPARTMENT	REVENUE EXPENDITURE  TRANSFER (TO or FROM)	CIBOLA COUNTY  ACCOUNT#	DESCRIPTION  OF ACCOUNT	APPROVED  BUDGET	ADJUSTMENT	ADJUSTED  BUDGET	PURPOSE
S	1% Reappraisal	Revenue	620-40-300-57600	Fee Collections	\$45,000.00	\$22,000.00	\$67,000.00	Year end to adjust to actuals, More fees than projected.
S	Fire Marshal	Revenue	604-30-300-26200	Reimbursement	\$0.00	\$110.00	\$110.00	Year end to adjust to actuals, Cerro Bandera Fire reimbursements
S	DWI Grant	Revenue	438-60-300-26200	DWI Grant	\$53,500.00	\$2,750.00	\$56,250.00	Year end to adjust to actuals, Grant amount was amended by state and increased
S	Candy Kitchen VFD	Revenue	418-30-300-26200	Reimbursements	\$0.00	\$1,000.00	\$1,000.00	Year end to adjust to actuals, Cerro Bandera Fire reimbursements
S	Fence Lake VFD	Revenue	416-30-382-31400	Other Revenue	\$0.00	\$1,300.00	\$1,300.00	Year end to adjust to actuals, Cerro Bandera Fire reimbursements
S	Cubero	Transfer in	424-020-499-09604	From 604 to 424	\$0.00	\$18,810.00	\$18,810.00	Review of detail showed grant was posted to incorrect fund
S	Fire Marshal	Transfer Out	604-018-499-90424	From 604 to 424	\$0.00	\$18,810.00	\$18,810.00	Review of detail showed grant was posted to incorrect fund



# MONTHLY QUESTION

**Is Payments In Lieu of Taxes (PILT) guaranteed on an annual basis?**

1. Yes
2. No

**ANSWER IS: #2 – PILT must be approved by Congress annually. Payments in Lieu of Taxes (PILT) are Federal payments that help local governments offset losses in property taxes due to the existence of nontaxable Federal lands within their boundaries. The law recognizes the financial impact of the inability of local governments to collect property taxes on federally owned land.**

# Questions Comments Concerns



# **Slide Outline and Notes of Cibola County Finance Report**

## **From July 1, 2023, through May 31, 2024, Finance Report**

**Commission Meeting June 27, 2024**

**Finance Report Cover Page**

**Cibola County Updates**

Finance Reports & Budgets located on finance department webpage.

County is reconciled through April 30, 2024 for the Main Operating account and the Treasurer's office is reconciled through May 31, 2024 for the Tax operating account.

Public Budget Workshop for Final Budget Coming Soon! Have your voice heard. Keep an eye out on the County website. Proposed date still to be determined.

PILT – We received \$2,373,039 for PILT this year. \$373,039 more than projected so great news.

NMC 33 Annual Summer Conference –The Finance and Procurement affiliates meetings were very informative, so I appreciate going to this conference. We are really becoming a team of different size Counties that can assist each other around the state. There are so many struggling counties and municipalities out there, so we hope to learn from each other's practices and be able to assist new person's coming into finance and procurement. In our meetings we discussed financial policy, detention costs and a new database being implemented to counties for data collection, NM EDGE course availability, recruitment funding opportunities, return to work legislation, detention responsibilities, and at the end we had round table discussions on day-to-day issues and how we handle them. Very good conference.

### **GRT Tracker**

Here is our Gross Receipts history and the red line designates this fiscal year's GRT up through May of 2024. We have updated our graph to now include the county equalization distribution which is now also represented on the RP 500 reports (shows GRT distribution amounts) that the NM Taxation and Revenue Department (TRD) create. The county Equalization was in the amount of \$999,871 for FY24 and is solely dedicated to being used to pay our revenue bonds each year.

Four months ago, we experienced a significant drop in revenue from this distribution due to a legal ruling, but we have bounced back up to our projection in the yellow highlighted line. We ended the year just missing our total annual projection by \$10,475. We budgeted \$7,406,023 in GRT and collected \$7,395,547.69

The bold red line shows our actuals as we track them through fiscal year 2024.

Our budgeted projection is that bold straight yellow line.

The other lines represent the last 2 years of actual GRT as you can see in the legend.

Our GRT is Broken Down by Increments and are dedicated by ordinance:

The Correctional GRT is dedicated to our inmate costs in the Detention Fund.

The Environmental GRT pays the Northern New Mexico solid waste authority.

The Hold Harmless is dedicated to paying our Series 2014A Bonds which built the detention center.

The County Infrastructure is dedicated for general purposes in the general fund.

The Fire Protection GRT is dedicated to our County Fire Protection Fund.

Our County Share GRT is split into 3 funds. Our Indigent Fund, 2014 B Bond Fund, and general fund.

The Special County Hospital GRT is a residual type of GRT from when hospital tax was enacted made up of the medical and food hold harmless tax distribution. When the tax increment deactivated the hold harmless portion stayed. It is used in our general fund.

The County Emergency and Medical Services GRT is dedicated to our E-911 program in the consolidated dispatch fund.

### **GRT Tracker – All Entities**

This slide is to show how the County's GRT compares to our surrounding municipalities for the past 5 years now. You can see our GRT sustained growth has leveled off and is starting to trend down. We will monitor this closely and keep you informed as we must keep a balanced budget in respect to our expenditures, revenues, and transfers.

Additionally, you can see, we have added the County Equalization distribution into this graph. To clarify, only counties (not municipalities) receive this GRT equalization distribution, and it is formula driven to assist smaller counties that don't earn as much GRT as areas with higher populations. The tall spikes in the counties GRT represent this.

Please note this graph doesn't reflect the Small Cities Assistance the Village and City received in the amounts of \$90,000 each for FY24 month of February.

### **Property Tax Collections**

Our property tax county portions are coming in. Our actuals as of May 31, 2024 are shown in this graph. We stayed the same on our property taxes as we are awaiting the entry amounts. I have reached out to try to get these entries entered before June 30, the end of our fiscal year. Our delinquent taxes have come in strong will this account's budget authority will be adjusted next month.

### **May 31, 2024 – Monthly Finance Recap**

Here is our May 31, 2024, monthly financial report. As you can see, we are maintaining our investments and required reserves. We keep all our bond and state reserves in our investment fund, so we are not dipping into them. Our general fund is doing fine, and we are strong with operating cash to support our recurring expenditures. Please note we just received our PILT of \$2,373,039 are projected to transfer back \$1.5 million from our overages of revenue in our bond fund until June. There will also be other revenues which will bolster our ending cash balance at the fiscal year's end.

Our transfers equal zero, which is mandatory.

There is one fund deficit in the Farm and Range fund but we will wait to see how much Taylor Grazing Fees we will receive in June and then cover any deficit at year end. This is normal. We do have a deficit in our Detention as well but showing our investments on the recap it still shows as a positive. These deficits were addressed earlier today.

This recap is developed using three reports:



The pooled cash report gives what our beginning and ending cash balances should be. This should be reconciled to your bank statements every month.

The Detail Vs. Budget report gives the revenue, transfer, and expenditure activity.

The balance sheets give us our adjustments to get from pooled cash to pooled cash and gives us our investments. This also reconciles to our bank statements.

The county is in great fiscal shape and is following GAAP, GASB, and all state laws and requirements. We have also addressed our last 2 audit findings.

### **Budget Adjustment #8 – Reso 2024-35**

This is our budget adjustment schedule for BAR #7 Resolution 2024-35.

The first 5 adjustments are to revenues to bring them to actuals. This way we don't exceed budget authority. The 1% reappraisal Fund had under projected fee collections, the DWI grant was amended by the state after the budget was approved, and the Fire Marshal, Candy Kitchen VFD, and Fence Lake VFD were unforeseen by the Cerro Bandera Fire. The transfer from the Fire Marshal to Cubero VFD was to correct a mis-posting of grant funding.

### **Monthly Question**

Is Payments In Lieu of Taxes (PILT) guaranteed on an annual basis?

1. Yes
2. No

**ANSWER IS: #2 NO!!! – PILT must be approved by Congress annually. Payments in Lieu of Taxes (PILT) are Federal payments that help local governments offset losses in property taxes due to the existence of nontaxable Federal lands within their boundaries. The law recognizes the financial impact of the inability of local governments to collect property taxes on federally owned land.**



# 8b. Reports

## DWI Dept. Report



# 9a. New Business

## Resolution 24-35

FY24 Budget Adjustment #8

**Cibola County Commission**

Christine Lowery, Chair  
Ralph Lucero, 1<sup>st</sup> Vice-Chair  
Daniel J. Torrez, 2<sup>nd</sup> Vice-Chair  
Martha Garcia, Commissioner  
Robert Windhorst, Commissioner

**Cibola County**  
**700 E. Roosevelt Ave., Suite 50**  
Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



**Resolution No. 2024-35 BAR #8**

**Fiscal Year 2024**

**WHEREAS,** the Board of County Commissioners of the County of Cibola is the duly constituted governing body of the County and serves *ex officio* as the County Board of Finance with authority for establishing, monitoring, and adjusting the County's budget; and

**WHEREAS,** budget adjustments are required to establish correct beginning cash balances; allow for new transfers; to allow for budget increases and decreases to revenues and expenditures to offset any unanticipated revenues and/or expenditures; and to correct amounts when required; and

**WHEREAS,** the budget adjustments and the associated line items with amounts stated on the attached, Schedule of Budget Adjustments 2024-35A is essential.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of the COUNTY OF CIBOLA, STATE OF NEW MEXICO, ex officio COUNTY BOARD OF FINANCE** that the adjustments included in this document are deemed necessary to the operations of the County for the 2024 fiscal year ending June 30, 2024.

**PASSED, APPROVED and ADOPTED** by the governing body at a regular meeting on the 27th day of June, 2024.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Dr. Christine Lowery, Chair

\_\_\_\_\_  
Ralph Lucero, 1<sup>st</sup> Vice-Chair

**ATTEST:**

\_\_\_\_\_  
Daniel J. Torrez, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Michelle E Dominguez, County Clerk

\_\_\_\_\_  
Martha Garcia, Commissioner

\_\_\_\_\_  
Robert Windhorst, Commissioner

ENTITY NAME:  
FISCAL YEAR:  
RESOLUTION #:  
BAR SCHEDULE:

Cibola County  
FY 2023-24  
2024-35  
2024-35A

Page 1 of 1

TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY  DEPARTMENT	REVENUE EXPENDITURE  TRANSFER (TO or FROM)	CIBOLA COUNTY  ACCOUNT#	DESCRIPTION  OF ACCOUNT	APPROVED  BUDGET	ADJUSTMENT	ADJUSTED  BUDGET	PURPOSE
S	1% Reappraisal	Revenue	620-40-300-57600	Fee Collections	\$45,000.00	\$22,000.00	\$67,000.00	Year end to adjust to actuals, More fees than projected.
S	Fire Marshal	Revenue	604-30-300-26200	Reimbursement	\$0.00	\$110.00	\$110.00	Year end to adjust to actuals, Cerro Bandera Fire reimbursements
S	DWI Grant	Revenue	438-60-300-26200	DWI Grant	\$53,500.00	\$2,750.00	\$56,250.00	Year end to adjust to actuals, Grant amount was amended by state and increased
S	Candy Kitchen VFD	Revenue	418-30-300-26200	Reimbursements	\$0.00	\$1,000.00	\$1,000.00	Year end to adjust to actuals, Cerro Bandera Fire reimbursements
S	Fence Lake VFD	Revenue	416-30-382-31400	Other Revenue	\$0.00	\$1,300.00	\$1,300.00	Year end to adjust to actuals, Cerro Bandera Fire reimbursements
S	Cubero	Transfer in	424-020-499-09604	From 604 to 424	\$0.00	\$18,810.00	\$18,810.00	Review of detail showed grant was posted to incorrect fund
S	Fire Marshal	Transfer Out	604-018-499-90424	From 604 to 424	\$0.00	\$18,810.00	\$18,810.00	Review of detail showed grant was posted to incorrect fund

64,780.00

ATTEST: \_\_\_\_\_

County Clerk

Board Chair

Date



# 9b. New Business

## DWI Program

FY 25 Grant Agreement 25-D-G-04



**New Mexico**  
**Department of Finance**  
**and Administration**

Governor Michelle Lujan Grisham  
Cabinet Secretary Designate Wayne Propst

**407 Galisteo St,**  
**Santa Fe, NM 87501**  
**(505) 827-4985**

Local Government Division  
Wesley Billingsley, Director

May 17, 2024

*VIA EMAIL*

The Honorable Commissioner Christine Lowery  
Cibola County Commission Chair  
700 E Roosevelt Suite 50  
Grants, NM 87020

Through Vicki Kramer, DWI Coordinator

Dear Commissioner Lowery:

Attached is the Local Driving While Intoxicated (LDWI) Grant Agreement for the County DWI Program, #25-D-G-04 for your review and approval. **Please note that an original wet or electronic authorized signature is required on page 8 of the Agreement.** Once signed, return the Agreement to the LDWI Program Manager for execution. We will return to you the fully executed Agreement for your files.

Reimbursement requests for expenditures must be completed on the approved LDWI Program forms and include back up documentation for each expenditure.

If you have any questions or require additional information, please call Malia Melhoff, LDWI Program Manager at (505) 231-0735 or email at [MaliaM.Melhoff@dfa.nm.gov](mailto:MaliaM.Melhoff@dfa.nm.gov).

Sincerely,

A handwritten signature in blue ink that reads "Julie M. Krupcale".

Julie Krupcale, LDWI Bureau Chief  
Local Government Division

Cc: Kate Fletcher, County Manager  
Wesley Billingsley, Division Director



STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
DWI GRANT PROGRAM

DWI GRANT AGREEMENT  
Program No. **25-D-G-04**

**THIS GRANT AGREEMENT** is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the “**Division**,” and the **County of Cibola**, hereinafter called the “**Grantee**,” collectively called “**the Parties**.”

**WITNESSETH:**

**WHEREAS**, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated (“LDWI”) Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the “Act”) and the LDWI Grant Program Regulations 2.110.4 NMAC (the “Regulations”); and

**WHEREAS**, on May 1, 2024 the DWI Grant Council awarded the Grantee **\$100,000.00** to support programs, services and activities to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico (“Program”); and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLE I - SCOPE OF WORK**

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as Exhibit “A”, and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Program Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

**ARTICLE II - LENGTH OF GRANT AGREEMENT**

- A. The term of this Grant Agreement shall become effective **July 1, 2024** and will terminate on **June 30, 2025**.
- B. The General Appropriation Act of 2024, Section 3, General Provisions (C) states: “Amounts set out in Section 4 of the General Appropriation Act of 2024, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2025 for the objects expressed”. Per Section 11-6A-6(E) of the Act, any unexpended funds at the end of a fiscal year revert to the Local DWI Grant Fund.

### ARTICLE III - REPORTS

#### A. Evaluation

1. The Grantee agrees to systematically collect, analyze, and use data to examine programs, initiatives and policies by looking at both the process and the outcomes to assess their effectiveness. The Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.
2. The Grantee agrees that data entered into the DWI Screening Program, which includes the Managerial Data Set (MDS) Database, is complete, accurate and allows the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
3. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "HIPAA Regulations").

#### B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of screening fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 31, 2024**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" in accordance with HIPAA.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 31, 2024**, **January 31, 2025**, and **April 30, 2025** for review and comment.

#### C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Program. The Final Report shall include the information called for in Article III,

Paragraph B(1) and B(2) for the fourth quarter. This requirement shall survive the termination of this Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than **July 10, 2025.**

D. **Annual Report**

1. The Grantee shall submit to the Division one copy of the Annual Report for this Program. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division. This requirement shall survive the termination of this Grant Agreement.
2. The Annual Report shall be submitted no later than **the date determined by the DWI Bureau Chief.**

**ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT**

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **One Hundred Thousand Dollars and no Cents (\$100,000.00).** The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", which by this reference are fully incorporated into this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D(1)"; and Detailed Breakdown By Budget Line Item Form, including Screening Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and any capital expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

**ARTICLE V - MODIFICATION AND TERMINATION**

- A. The Division, by written notice to the Grantee, shall have the right to immediately

terminate this Grant Agreement at any time if, in the judgment of the Division, the provisions of this Grant Agreement are violated, or the activities described in the Program Description do not progress satisfactorily. In this regard, the Division may demand a refund of all or part of the funds dispersed to the Grantee.

- B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, and Article V, Paragraph A, above, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
  - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
  - b. Incurred on or before the termination date in the notice of early termination;
  - c. For permissible purposes under this Grant Agreement's Program Description and procured and executed in accordance with applicable law; and
  - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

#### **ARTICLE VI - CERTIFICATION**

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.

- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Program related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Without limiting the foregoing, Grantee shall be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if written justification is provided confirming that the organization is the only one in the area that can provide the services, which are uniquely and substantially related to the intended purpose of the contract. The Grantee shall be required to submit to the Division written documentation describing the reason(s) for sole source contracting prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements set forth in the State Procurement Code.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. It will comply with all applicable HIPAA requirements and regulations.

#### **ARTICLE VII - RETENTION OF RECORDS**

All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC. The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

## ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:

Name: Vicki Kramer  
Title: DWI Coordinator  
Address: 700 E Roosevelt Suite 40  
Grants, NM 87020  
  
Phone: (505) 285-2585  
Email: [vicki.kramer@co.cibola.nm.us](mailto:vicki.kramer@co.cibola.nm.us)

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Malia Melhoff  
Title: DWI Project Manager  
Address: Department of Finance and Administration  
Local Government Division  
Bataan Memorial Building, Suite 203  
Santa Fe, NM 87501  
  
Phone: (505) 231-0735  
Email: [MaliaM.Melhoff@dfa.nm.gov](mailto:MaliaM.Melhoff@dfa.nm.gov)

## ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of **10 percent** of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Ten Thousand Dollars and No Cents (\$10,000.00) (10%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed, expenditures greater than **ten percent** of its overall grant funding for capital purchases incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol by July 31, 2024**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol by July 31, 2024**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.

- E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol by July 31, 2024**, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.
- F. The Grantee shall submit **LDWI Planning Council by-laws by July 31, 2024**.
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained, at a minimum on a quarterly basis.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database. Data shall be entered and maintained on a quarterly basis.**
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

#### **ARTICLE X - APPROPRIATIONS**

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

#### **ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT**

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Cibola may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Cibola's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

**[Remainder of page intentionally left blank.]**



IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

**THIS GRANT AGREEMENT** has been approved by:

**CIBOLA COUNTY**

By: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

(Type or Print Name and Position Title)

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

By: \_\_\_\_\_  
Wesley Billingsley, Director

\_\_\_\_\_  
Date

## **EXHIBIT "A"**

### **PROGRAM DESCRIPTION**

**Name of Grantee: Cibola County**

**Grant No.: 25-D-G-04**

**Grant Amount: \$100,000.00**

**Grantee will provide DWI program activities in the following areas:**

#### **1. Community Wellness & Outreach**

Programs and services in this component play a pivotal role in improving the community's health and safety by promoting knowledge, healthy practices, resilience, and well-being.

Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, alcohol related domestic violence and DWI. Prevention activities funded with LDWI funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement. Activities funded by LDWI will be shown to increase life skills and/or decrease risk factors that positively impact the rates of DWI and/or alcohol abuse through assessment, capacity, planning, implementation, and evaluation.

Overtime for law enforcement officers to support DWI operations such as sobriety checkpoints, directed patrols, warrant round ups and underage drinking enforcement may be supported through the LDWI program.

Teen Court is limited to \$40,000 of LDWI funds. All Teen Courts funded through the LDWI program must adhere to the Juvenile Adjudication Fund Guidelines, which can be found on the DFA website.

The LDWI funding supports evaluation of the progress and impact of this component.

#### **2. Treatment**

The LDWI funding supports outpatient and/or jail-based treatment services for offenders with alcohol related convictions. LDWI funds may also support preventative treatment services and education for any community member. All treatment services shall reduce the incidence of DWI, alcoholism, alcohol abuse, alcohol misuse and alcohol-related domestic violence.

Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices. The Children, Youth and Families Department (CYFD) has the statutory authority to oversee the Court Ordered Domestic Violence Offender Treatment and Intervention Programs (DVOTI). Any LDWI program funds used to supplement county DVOTI programs must adhere to the CYFD rule on DVOTI's, NMAC 8.8.7. DVOTI funded programs/personnel must participate in LDWI Planning Council meetings and coalition meetings.

The LDWI funding supports evaluation of the progress and impact of this component.

#### **3. Alternative Sentencing**

LDWI funds support alternatives to traditional incarceration including, screening, compliance monitoring,

tracking, alcohol or electronic monitoring, and Problem-Solving Courts.

The LDWI funding requires all programs to use the DFA-approved screening to addresses all municipal, metropolitan, district, and magistrate court referrals related to DWI. The program must use screening fees to self-fund the screening costs to the fullest extent possible. The screening shall not be administered by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. See NMSA 1978, § 43-3-11(D).

LDWI funds may support compliance monitoring/tracking of alcohol related offenders to assist courts in the monitoring of compliance with court-imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.). All programs must use the DFA approved tracking instrument. Programs that fund misdemeanor compliance programs must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

LDWI funds may support electronic monitoring, alcohol monitoring, community custody programs, community service programs, and Problem-Solving Courts, including DWI Court. All Problem-Solving Courts must follow AOC specialty court guidelines.

The LDWI funding supports evaluation of the progress and impact of this component.

#### **4. Program Administration**

The LDWI funds support all costs related to the DWI Coordinator and program related administrative staff that are not already accounted for in another component. This can include, but is not limited to, oversight and operation of all LDWI program efforts, monitoring of all activities, budgeting, planning and funding requests, and submission of all required financial and program reports.

**EXHIBIT "B" QUARTERLY REPORT CHECKLIST AND CERTIFICATION  
DISTRIBUTION/DWI GRANT**

**Grantee:** \_\_\_\_\_

**Quarter:** \_\_\_\_\_

To be completed by **DWI Coordinator**

To be completed by **LDWI Program Manager**

<i>~Complete and submit electronically in quarterly report~</i>	
<b>Grant:</b> <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation	<b>Grant:</b> _____ <b>Received complete:</b> _____ <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation
<b>Distribution:</b> <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent	<b>Distribution:</b> _____ <b>Received complete:</b> _____ <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent
<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)	<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)
<input type="checkbox"/> Successes/Challenges	<input type="checkbox"/> Successes/Challenges
<input type="checkbox"/> Evaluation Update Narrative	<input type="checkbox"/> Evaluation Update Narrative
<b>~COMPLETE IN NOBLE~</b>	<b>~REVIEW IN NOBLE~</b>
<input type="checkbox"/> Enter Law Enforcement activities in MDS <input type="checkbox"/> Enter Prevention information in MDS <input type="checkbox"/> Review MDS Report in NOBLE	<input type="checkbox"/> Review MDS Report <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Prevention
<input type="checkbox"/> Review Database Quarterly Report in NOBLE	<input type="checkbox"/> Review Database Quarterly Report
<input type="checkbox"/> Review and confirm active users in NOBLE	<input type="checkbox"/> Active users in NOBLE confirmed

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

\_\_\_\_\_  
Program Representative Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
County/City Official Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

FOR DEA USE ONLY

I certify that I have reviewed the attached documents for accuracy.

\_\_\_\_\_  
LDWI Program Manager Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Local DWI Grant Program Revenue/Expenditure Summary
--

Grantee

Cibola County

Grant No.: 25-D-G-04

Total Grant

\$100,000.00

REVENUES BY SOURCE		EXPENDITURES BY LINE ITEM	Grant	In-Kind Match**	TOTAL
		<b>PROGRAM</b>			
Local DWI Program Grant	100,000.00	Personnel Services	0.00	10,000.00	10,000.00
		Employee Benefits	0.00	0.00	0.00
In-Kind Match:		Travel (In-State)	300.00	0.00	300.00
Program Generated Fees	6,000.00	Travel (Out-of-State)	0.00	0.00	0.00
County	4,000.00	Supplies	8,261.00	0.00	8,261.00
City		Operating Costs	7,295.00	0.00	7,295.00
Judicial/Courts		Contractual Services	84,144.00	0.00	84,144.00
Other (list):		Minor Equipment	0.00	0.00	0.00
		Capital Purchases*	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>110,000.00</b>	<b>TOTAL EXPENDITURES</b>	<b>100,000.00</b>	<b>10,000.00</b>	<b>110,000.00</b>

Administrative is allowed only as In-Kind Match

\*Capital purchases must have prior approval from DFA/LDWI.

\*\* In-Kind Match must be at least 10% of Grant Expenditure total

10%= 10,000.00

LOCAL DWI GRANT PROGRAM

Request For Payment/Financial Status Report  
by Component

Grant:

Community Wellness & Outreach  
Treatment  
Alternative Sentencing  
Program Administration

<u>Budget</u>
20,099.00
40,000.00
12,601.00
27,300.00
Totals: 100,000.00

ck

100,000.00

Cibola County  
700 E Roosevelt Ave. Suite 50  
Grants, NM 87020  
  
505-285-2581  
25-D-G-04

In-Kind Match:

Community Wellness & Outreach  
Treatment  
Alternative Sentencing  
Program Administration

<u>Budget</u>
0.00
0.00
10,000.00
0.00
Totals: 10,000.00

ck 10,000.00

Tot. Bud. Expd: 110,000.00 ck

110,000.00



**LOCAL DWI GRANT PROGRAM**  
**Request For Payment/Financial Status Report**

Exhibit D

Payment Request No.: 1

1

<b>I. A. Grantee:</b> Cibola County <b>B. Address:</b> 700 E Roosevelt Ave, Suite 50 Grants, NM 87020  <b>C. Telephone No.:</b> 505-285-2581 <b>D. Grant No.:</b> 25-D-G-04		<b>II. Payment:</b> <b>A. Grant Award:</b> \$100,000.00 <b>B. Funds Received To Date:</b> \$0.00 <b>C. Amount Requested This Payment:</b> \$0.00 <b>D. Grant Balance:</b> \$100,000.00  <b>III. Report Period Ending:</b> Enter Date-->							
Budget Line Items	Grant			Total YTD Expenditures	Budget Line Items	In-Kind Match			Total YTD Expenditures
	Approved Budget	Expenditures This Request	Remaining Budget			Approved Budget	Expenditures This Request	Remaining Budget	
Personnel Services	0.00	0.00	0.00	0.00	Personnel Services	10,000.00	0.00	10,000.00	0.00
Employee Benefits	0.00	0.00	0.00	0.00	Employee Benefits	0.00	0.00	0.00	0.00
Travel (In-State)	300.00	0.00	300.00	0.00	Travel (In-State)	0.00	0.00	0.00	0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	Travel (Out-of-State)	0.00	0.00	0.00	0.00
Supplies	8,261.00	0.00	8,261.00	0.00	Supplies	0.00	0.00	0.00	0.00
Operating Costs	7,295.00	0.00	7,295.00	0.00	Operating Costs	0.00	0.00	0.00	0.00
Contractual Services	84,144.00	0.00	84,144.00	0.00	Contractual Services	0.00	0.00	0.00	0.00
Minor Equipment	0.00	0.00	0.00	0.00	Minor Equipment	0.00	0.00	0.00	0.00
Capital Purchases*	0.00	0.00	0.00	0.00	Capital Purchases*	0.00	0.00	0.00	0.00
<b>TOTALS</b>	<b>100,000.00</b>	<b>0.00</b>	<b>100,000.00</b>	<b>0.00</b>		<b>10,000.00</b>	<b>0.00</b>	<b>10,000.00</b>	<b>0.00</b>

**CERTIFICATION:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer (Printed Name and Title)

Grantee Representative (Printed Name and Title)

Grantee Fiscal Officer (Signature)

Grantee Representative (Signature)

Date \_\_\_\_\_

(DFA/Local Government Division Use Only)

Local Government Division Fiscal Officer

**Local Government Division Program Manager**

Date \_\_\_\_\_

LOCAL DWI GRANT PROGRAM  
Request for Payment/Financial Status Report  
Breakdown By Component

Exhibit D (1)  
0

Grantee: Cibola County  
Grant No.: 25-D-G-04  
Request No. 1

Total Grant Funds Requested This Request: 0.00  
Total In-Kind Match This Request: 0.00  
Total Expenditures Reported This Request: 0.00

Grant:

Community Wellness & Outreach  
Treatment  
Alternative Sentencing  
Program Administration

Budget	This Request	Remaining Budget	Expenditures YTD
20,099.00	0.00	20,099.00	0.00
40,000.00	0.00	40,000.00	0.00
12,601.00	0.00	12,601.00	0.00
27,300.00	0.00	27,300.00	0.00
Totals: 100,000.00	0.00	100,000.00	0.00

In-Kind Match:

Community Wellness & Outreach  
Treatment  
Alternative Sentencing  
Program Administration

Budget	This Request	Remaining Budget	Expenditures YTD
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
10,000.00	0.00	10,000.00	0.00
0.00	0.00	0.00	0.00
Totals: 10,000.00	0.00	10,000.00	0.00

Total Expenditures This Reimbursement: 0.00  
Total Expenditures Year to Date: 0.00  
Checks: 0.00  
0.00

Exhibit G - Grant

Detailed Breakdown By Line Item  
LOCAL DWI PROGRAM

County/ Municipality: \_\_\_\_\_  
Grant No.: \_\_\_\_\_  
Request No.: \_\_\_\_\_

Total Grant Funds Requested This Request: 0.00  
Total In-Kind Match This Request: 0.00  
Total Expenditures Reported This Request: 0.00

Grant Expenditures:

ADMINISTRATIVE  
Administrative expenses are not allowed.

PROGRAM

Personnel Services

Pay Period	Name	Job title	Document Identifier	Amount	Component
Total Personnel Services:				0.00	

Employee Benefits

Pay Period	Name	Job title	Document Identifier	Description	Amount	Component
Total Employee Benefits:					0.00	

Travel (In-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (In-State):					0.00	

Exhibit G- Grant

Travel (Out-of-State)

<u>Date of Travel &amp; Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (Out-of-State):					0.00	

Supplies (\*List Prevention Giveaways/Promotional Items separately below)

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

\*Prevention Giveaways/Promotional Items

Total Supplies:					0.00	

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Operating Costs:					0.00	

Contractual Services

<u>Period Covered</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Contractual Services:					0.00	

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Minor Equipment:					0.00	

## Capital Purchases

[illegible]

Check: 0.00

Grantee Representative (Signature)

Title

Date \_\_\_\_\_

Exhibit G - Grant In-Kind Match

Detailed Breakdown By Line Item  
LOCAL DWI PROGRAM

County/ Municipality: 0  
Grant No.: 0  
Request No.: 0

Total Grant Funds Requested This Request: 0.00  
Total In-Kind Match This Request: 0.00  
Total Expenditures Reported This Request: 0.00

In-Kind Match Expenditures:

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount of Screening Fees Used</u>
Total Personnel Services:				0.00		

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>	<u>Amount of Screening Fees Used</u>
Total Employee Benefits:					0.00		

Travel (In-State)

<u>Date of Travel &amp; Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount of Screening Fees Used</u>
Total Travel (In-State):					0.00		

Travel (Out-of-State)

<u>Date of Travel &amp; Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount of Screening Fees Used</u>
Total Travel (Out-of-State):					0.00		

Supplies



Exhibit G - Grant In-Kind Match

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount of Screening Fees Used</u>
----------------------	---------------	--------------------	-------------------	----------------------------	---------------	------------------	--------------------------------------

Total Supplies: 0.00

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount of Screening Fees Used</u>
-------------------------	---------------	--------------------	-------------------	----------------------------	---------------	------------------	--------------------------------------

Total Operating Costs: 0.00

Contractual Services

<u>Date(s) Incurred</u>	<u>Vendor / Contractor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount of Screening Fees Used</u>
-------------------------	----------------------------	--------------------	-------------------	----------------------------	---------------	------------------	--------------------------------------

Total Contractual Services: 0.00

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount of Screening Fees Used</u>
----------------------	---------------	--------------------	-------------------	----------------------------	---------------	------------------	--------------------------------------

Total Minor Equipment: 0.00

Capital Purchases

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount of Screening Fees Used</u>
----------------------	---------------	--------------------	-------------------	----------------------------	---------------	------------------	--------------------------------------

Total Capital Purchases: 0.00

Total In-Kind Match:

Check: 0.00

0.00

Total Screening Fees: 0

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify



# 9c. New Business

## DWI Advisory Board

Bylaws Updated In June 2024



## **THE CIBOLA COUNTY DWI ADVISORY BOARD BYLAWS**

### **ARTICLE I DEFINITION**

The name of the organization shall be the Cibola County DWI Advisory Board, hereinafter referred to as the DWI Advisory Board.

### **ARTICLE II PURPOSE, GOALS, AND OBJECTIVES**

SECTION 1. PURPOSE. To provide an organization which serves to increase knowledge, awareness, and recognition of the growing concern over the Cibola County DWI rates.

SECTION 2. GOAL. Establish working Prevention and Intervention programs that will address the purpose and lower the Cibola County DWI rates.

SECTION 3. OBJECTIVES. The objectives of the DWI Advisory Board are:

- A. To bring together various groups with special skills, knowledge and interest to promote the principles and objectives of the organization.
- B. To foster the coordination of criminal justice agencies and their programs to increase the efficient delivery of DWI prevention services.
- C. To develop and maintain liaisons with city, county, tribal and state agencies for knowledge, ideas and information exchange.
- D. To stimulate public and private programs and activities directed toward the prevention of DWI on the local and state level.
- E. To encourage research and development; including studies, surveys and program evaluations and reporting of findings to organization members and to the public
- F. To solicit citizen support for the organization by providing information regarding the DWI program's purpose and goals to clubs, civil organizations, and schools.

- G. To monitor selected state and national legislation relevant to DWI concerns and take appropriate action when warranted.

### **ARTICLE III**

#### **GOVERNING BODY**

SECTION 1. GOVERNING BODY. This organization is governed by the DWI Advisory Board, which includes the Officers.

#### **A. OFFICERS**

1. The Officers of the organization consist of the Chairperson, Vice Chairperson and Corresponding Secretary.
2. The Officers are elected annually, and terms are for one (1) year.
3. In the event of death, disability, incapacity, removal, resignation or becoming a member not in good standing, these offices are to be filled through special election from the membership of the DWI Advisory Board for the balance of the terms.

#### **B. DUTIES OF THE OFFICERS**

1. The duties of the Officers are implied by the respective titles and as specified in these bylaws. Each Officer will keep accurate records of his or her work and turn them over to his or her successor.
2. CHAIRPERSON. The Chairperson presides at all meetings, appoints the Chair of any committees and has final approval of all committee members, is an ex-officio member of all committees. Committee members will be selected based on needed representation, competence, expertise and dedication to the goals of the committee. The Chair is responsible for communication with the DWI Advisory Board.
3. VICE CHAIRPERSON. The Vice Chairperson has general administrative and other duties that are assigned to him or her from time to time by the DWI Advisory Board or Chairperson. He or she acts in the absence of the Chairperson and in the event of a vacancy in the office of the Chairperson, the Vice Chairperson succeeds to that office for the unexpired portion of that term.
4. CORRESPONDING SECRETARY. The Corresponding Secretary is responsible for answering all correspondence on behalf of the Chairperson and the DWI Advisory Board, maintains current lists of all committee members and preserves in a permanent file all records and letters of value to the Organization.

#### **C. DWI ADVISORY BOARD MEMBERS**

1. The DWI Advisory Board consists of at least eight (8) members that

include the elected Officers. All members on the DWI Advisory Board have the right to one vote.

2. All positions are appointed by the County Commission and serve as follows:
  - Interested appointees will submit a DWI Advisory Board Membership Application through the County Manager.
  - The DWI Advisory Board members will review applications for potential appointment recommendations.
  - The recommendation will be submitted to the County Commission for appointment.
3. In the event of death, disability, incapacity, removal, resignation or becoming a member not in good standing, a vacant seat on the DWI Advisory board will be filled as indicated in Procedure #2.

#### D. POWERS AND DUTIES OF THE DWI ADVISORY BOARD

##### 1. Advisory Board Duties

- a. Supervises the affairs of the DWI Advisory Board and any business that fulfills the organizations' purpose.
- b. Makes recommendations regarding proposed amendments to the bylaws.
- c. Considers all recommendations proposed by the Committee persons.
- d. Establishes and/or dissolves committees based on the program and administrative needs of the DWI Advisory Board; develops, recognizes (when necessary) withdraws recognition from and determines levels of support of all activities within established guidelines of the Advisory Board.
- e. May review and make recommendations on DWI related service provider contracts and budgets.

##### 2. Members of the DWI Advisory Board can include representatives from each of the following areas:

- a. law enforcement representative
- b. public school system representative
- c. youth group representative
- d. judicial representative
- e. health/mental health representative
- f. tribal/pueblo representative (Laguna, Acoma, Pinehill)
- g. concerned citizen/member of public
- h. ministerial representative.

#### ARTICLE IV

## ELECTION AND INSTALLATION

### SECTION 1. INSTALLATION of the DWI Advisory Board Officers

- A. Upon appointment by the County Commission, all new members will be installed at the DWI Advisory Board meeting directly following appointment by the Commission.

### SECTION 2. ELECTION and INSTALLATION of Officers (i.e. Chairperson, Vice Chairperson, Corresponding Secretary)

- A. Nominations for Officers will be made on a yearly basis.
- B. Nominees should have served at least one (1) year as a DWI Advisory Board Member.
- C. Nominations for potential Officers will be brought to an Advisory Board meeting prior to a new fiscal year.
- D. Information regarding each nominee will be presented to the DWI Advisory Board to determine the level of knowledge and expertise the nominee can provide to the Office.
- E. Once nominees are presented, elections are conducted prior to the new fiscal year.
- F. Elections are conducted through ballot and counted by the current Chairperson and the DWI Coordinator.
- G. The outcome of the election is determined by the plurality of the voting members.
- H. The new Officers are installed prior to the new fiscal year with terms effective July 1<sup>st</sup>.

### SECTION 3. REMOVAL from Office for Non-Participation or Member not in good standing

- A. The DWI Advisory Board, by a majority vote, may recommend to the County Commission for removal of a member who has missed three consecutive regularly scheduled meetings without “good cause”, or who has displayed unprofessional or hostile behavior toward the purpose, goals, objectives, or duties of the DWI Advisory Board. Only after approval by the County Commission can a member be removed.

## ARTICLE V MEETINGS

### SECTION 1. MEETING notification and amount

- A. DWI Advisory Board meetings will be conducted on a quarterly basis and more often as needed.

- B. Notification of meeting dates and any pertinent information will be sent to all DWI Advisory Board members at least 24 hours prior to the scheduled meeting.
- C. Emergency meetings will be scheduled as needed. No minimum notification time will be required.

## **ARTICLE VI**

### **MISCELLANEOUS**

#### **SECTION 1. QUORUM**

- A. A quorum of the DWI Advisory Board shall be five (5) members. A quorum, once attained, continued until adjournment despite voluntary withdrawal of members, leaving less than a quorum
- B. Each member may assign a Proxy with agency to vote only in the absence of that voting member.

#### **SECTION 2. CONFLICT OF INTEREST**

- A. In any matter pending before the DWI Advisory Board for which a member may directly benefit or experience a potential conflict of interest, the Member and/or any board member, will disclose the potential conflict. The Member may answer any questions asked, that shall be excused from participation in voting on the matter.

## **ARTICLE VII**

### **AMENDMENTS**

#### **SECTION 1. AMENDMENTS to the Bylaws**

- A. The DWI Advisory Board may recommend to the County Commission to alter, amend, or repeal these bylaws. Any changes to these bylaws require County Commission approval prior to implementation.



**PASSED, APPROVED and ADOPTED** this 27<sup>th</sup> day of June 2024

**CIBOLA COUNTY BOARD OF COUNTY COMMISSIONERS**

---

Christine Lowery, Chair

---

Ralph Lucero, 1<sup>st</sup> Vice-Chair

---

Daniel J. Torrez, 2<sup>nd</sup> Vice-Chair

---

Martha Garcia, Commissioner

---

Robert Windhorst, Commissioner

ATTEST:

---

Michelle E. Dominguez  
County Clerk



# 9d1.New Business

## Service Agreement

Substance Abuse Treatment & CM Services  
Casa San Jose of Gallup, NM



## Agreement for Substance Abuse Treatment and Case Management Services

This agreement is entered into by the Board of Cibola County Commissioners herein after referred to as “BOCCC”, on behalf of the Cibola County DWI Program, herein after referred to as “DWI” and Catholic Charities of Gallup DBA Casa San Jose herein after referred to as “Contractor”, pursuant to Section 2.3 of the Cibola County Procurement Regulations.

### I. SERVICES TO BE PERFORMED BY CONTRACTOR

- 1.1 Contractor will provide therapeutic services that will assist the DWI Offenders who need substance abuse treatment services and case management.
  - 1.1.1 Conduct initial screening and assessment (using acceptable instruments such as SASSI, ASI etc.) on all referred individuals, and develop treatment plans, based on said screenings and assessments within 10 days of referral. Copies to be provided to the DWI Program.
- 1.2 All services must be performed directly by a licensed Chemical Dependency Councilor (LCDC), or Licensed Professional Councilor whose training and experience is directly related in dealing with substance abuse/dependency issues.
- 1.3 All services to be provided by Contractor will comply with NMSA 1978, Section 61-9a-1, et. seq.
- 1.4 **SCOPE of WORK:** Counseling must incorporate individual sessions, group, and family sessions (if need/recommended) that utilize interpersonal and cognitive behavioral methods and strategies. Counseling may incorporate psychodynamic and affective methods and strategies to achieve mental,

emotional, physical, social, moral, educational, spiritual, career development, and adjustment through the life span as the individuals' substance related issues are impacted by aforementioned areas. Programming must be based on Best Practices model.

1.4.1 Such groups will be assessed and treatment will be provided in accordance to their assessment, which may include, but not limited to, the following

1.4.1.1 Chemical dependency issues specific to treatment

1.4.1.2 Appropriate treatment strategies, including family engagement strategies.

1.4.1.3 Emotional development and mental health issues for offenders

1.4.1.4 Must be appropriate to an Intensive Outpatient setting

1.4.1.5 Must be substance use disorder specific

1.4.2 Group sessions will incorporate all requirements set forth by the State of New Mexico's Mandatory Minimum Sentencing for DWI to include life skills training, relapse, prevention, decision making processes, and other cognitive procedures to meet the needs of the offender in the program.

1.5 Services must be provided in the language of literacy and understanding of the offender.

1.6 Contractor must implement best practice based programming.

1.7 Contractor may be called to testify in a Court of Law, at no additional cost to the DWI Program.

1.8 Contractor will meet with department representatives, on a monthly basis, to address any issues that may hinder the effectiveness of treatment services being provided.

1.9 Contractors must provide monthly attendance reports on each DWI program offender.

1.10 Contractor should determine if the offender is making progress based on specific measurable objectives, observable changes, and demonstrated ability to apply changes in their current situation; and, if not, develop an action plan that includes and informs the DWI Program to extent not prohibited by HIPAA.

- 1.11 Contractor shall provide an individualized treatment plan of service regarding the prescribed treatment for Offenders referred to Contractor within (10) days of admission.
- 1.12 Contractor will be available to communicate, and staff cases, with supervising DWI Probation Officer and or Department Liaison on a monthly basis.
- 1.13 Contractor will provide all services as indicated:
  - 1.13.1 One (1) hour individual session a minimum of one (1) time a week
  - 1.13.2 Group session a minimum of one (1) hour weekly(Definition of therapeutic hour – 50 minutes of services with 10 minutes of documentation)
- 1.14 Ratio of Contractor providing service to Offenders in groups will be 1:10
- 1.15 All services provided to the Offender, referred through DWI Probation, will be specific to those Offenders only.
- 1.16 Juvenile Offender are never to be mixed in with Adult Offenders, under any circumstances.
- 1.17 Contractor shall provide services for 100 or more Offenders per Year.
- 1.18 Contractor will provide, or arrange, transportation for all Offenders participating in their program, if needed and requested, for the purpose of attending all the contractor related services. Contractor shall comply with Medicaid and other insurance billing processes for reimbursement of transportation services.
- 1.19 Contractor shall provide aftercare treatment and support as required
- 1.20 Contractor shall follow all guidelines in New Mexico Court Standards in regards to Cibola County Judicial Courts.

## **II. COMPENSATION**

- 2.1 Contractor shall submit claims on invoices bearing Contractor's letterhead not later than five (5) working days from the last day of the month for which payment is requested to the Cibola County DWI Program, Program Coordinator. Should the

5<sup>th</sup> day be a weekend, the invoice shall be due the Friday before the 5<sup>th</sup>. Invoices not timely submitted along with required documentation showing proof of attendance for each individual offender shall not be paid. The Contractor will not be paid for missed appointments. Letterhead shall contain an accurate mailing address and telephone number where contractor can be reached during normal business hours. Contractor's invoice must indicate offenders name, type of service and related cost. The DWI Program will verify the services performed by the Contractor through the DWI Programs' purchase of service request. The DWI Program will then process the invoice for payment through the Cibola County Procurement Office. The Cibola County Procurement Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "LDWI Grant, State Funds". Contractor shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to this agreement. The Cibola County Procurement Office will mail out the check after Commissioners' Signature. Checks are mailed directly to the Contractor. The County of Cibola shall make payments within thirty (30) days of receipt by county entity.

2.2 Contractor shall establish procedures to and shall seek reimbursement and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources as applicable for eligible persons in eligible settings (such as Medicaid or other insurance). The DWI Program shall be the payer of last resort. Contractor shall reduce the amount of invoice for the amount of reimbursement received from any and all state/federal or other sources for eligible persons in eligible settings. Invoices for services timely billed to, but denied by, other funding sources may be submitted to the County in accordance with the requirements of this contract except that such invoices shall be submitted within 90 days from the date of service along with documentation of submission the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid.

2.3 A purchase of service must be approved by the DWI Program and submitted to the Contractor prior to services being rendered. The DWI Program will not be financially responsible for any services rendered without prior approval of the purchase of service by the DWI Program. The contractor must have an approval purchase of service from the department prior to any services being rendered. The purchase of service will include the identified service and dates of service which are needed on a monthly basis.

2.4 For and in consideration of said services Contractor shall be paid as follows:

The entirety of the services to be provided under this contract shall not exceed \$60,000.

Costs shall be determined according to the Rate Sheet submitted by Contractor on or before July 1, 2024.

Payment of taxes due for any money received under this agreement, shall be the Contractors' sole responsibility, and shall be reported under the Contractors Federal and State Tax Identification Number.

### **III. RECORDS and REPORTING**

#### **3.1 Record Retention**

- 3.1.1 Contractor shall maintain and make available for inspection, audit or reproduction, by an authorized representative of Cibola County, DWI, the State of New Mexico, or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, herein after called the records. Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to this agreement.
- 3.1.2 Contractor shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the six-year period expires, the Contractor must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved, whichever is later.
- 3.1.3 Contractor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Contractor understands the acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully within the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

### **IV. APPROPRIATIONS and MATERIAL REPRESENTATIONS**

#### **4.1 Appropriations**



- 4.1.1 This agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Contractor shall have no cause of action against Cibola County or DWI is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to Cibola County or DWI.
- 4.1.2 All representations made by the DWI Program are contingent upon availability of funds from which payments for the contract services can be made and do not represent an obligation on the part of the DWI Program, the County of Cibola, or the New Mexico Department of Finance and Administration Local Government Division.

## **4.2 Material Representations**

- 4.2.1 Contractor is familiar with NMSA 1978, Section 32A-4-3, mandatory reporting requirements.
- 4.2.2 Contractor certifies that the individual(s) or business entity named in this agreement is in good standing with HIPPA.
- 4.2.3 The Contractor shall act in accordance with the policy, procedure and protocol of Federal and State confidentiality guidelines, statutes, and regulations.
- 4.2.4 Contractor warrants that is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Contractor. Current proof of such certification. Approval, or license, registration or any other required regulatory permits shall be provided to the Cibola County DWI Program within thirty (30) days or execution of this agreement.
- 4.2.5 Contractor shall ensure that all files and records generated or created, pursuant to this contract containing individually, identifiable health information in electronic, paper and oral form also known as protected health information (PHI) is maintained and/or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPPA)

## **V. TERM AND TERMINATION**

**Term:** This Agreement shall be effective July 1, 2024 and shall continue until the end of the fiscal year. It will renew

absent written objection of either party for the next fiscal year, but shall not exceed the expenditure of \$60,000.

**Termination:** The County may terminate this Agreement at any time by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The Contractor may seek to terminate if the County materially breaches this agreement. The County may terminate this agreement without notice immediately in the event Contractor fails to comply with any provision of this agreement upon termination or receipt of written notice to terminate, whichever occurs first. Should the County lose Grant Funding, The County shall no longer be responsible for any further billing and shall notify the Contractor in writing. Notice Shall Be Mailed;

To DWI Program: Vicki Kramer  
Cibola County DWI Program Manager  
700 E. Roosevelt Suite 40  
Grants NM, 87020

To Contractor: Catholic Charities of Gallup DBA Cas  
Attn: Contracts  
2595 W Hwy 66  
Grants, NM 87020

#### **VI. INDEPENDENT CONTRACTOR**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the County and the Contractor. The Contractor shall be deemed at all times to be an independent contractor.

#### **VII. ASSIGNMENT**

Contractor shall not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of Cibola County and the DWI Program.

#### **VIII. VENUE**

This agreement will be governed and construed according to the laws of the State of New Mexico. This agreement is performable in Cibola County, New Mexico. Venue for any legal proceeding shall be in Cibola County, New Mexico.

## **IX. INDEMNIFICATION**

- 9.1 Contractor shall defend, indemnify and hold harmless Cibola County and the Cibola County DWI Program, their officers, agents, and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional act or omission of Contractor, its agents, employees or subcontractors. Contractor shall pay any and all damages assessed against Cibola County and the Cibola County DWI Program, their officers, agents or employees arising out of such negligence or intentional acts.
- 9.2 Contractor shall maintain at Contractor's own expense, Professional Malpractice Insurance with a policy limit of not less than \$1,000,000.00. Such policy shall be with an insurance company licensed to do business in New Mexico and shall be satisfactory to the County. All of said insurance policies shall name the County, officers, agents, and employees and the Cibola County DWI Program, its officers, agents, and employees as additional insured's and shall provide that the County of Cibola shall be given at least thirty (30) days advance written notice of any lapse, amendment or cancellation.
- 9.3 Contractor shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$300,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Such policies shall be with an insurance company licensed to do business in New Mexico and shall be satisfactory to the County. All of said insurance policies shall name the Count, its officers, agents, and employees and the Cibola County DWI Program, its officers, agents, and employees as additional insured's and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.

## **X. AGREEMENT**

This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

## **XI. ENFORCEMENT**

In the event that any portion of this agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

## **XII. NONDISCRIMINATION AND EQUAL OPPORTUNITY**

- 12.1 Contractor certifies that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.
- 12.2 Contractor shall ensure that the Regulation and Licensing Department Counseling and Therapy Board. has properly licensed them to provide services at the level and intensity specified in the invitation to bid, and shall submit with proposal a copy of said license.
- 12.3 Contractor shall make available upon request a copy of their current Policy and Procedures Manual to ensure compliance.

## **XIII. WORKERS COMPENSATION**

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

## **XIV. LOBBYING**

No federally appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL,

"Disclosure Form to Report Lobbying," in accordance with its instructions.

**XV. GOVERNMENTAL CONDUCT ACT**

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

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

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

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

15.2.3 in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a

public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

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

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

15.3 Contractor's representations and warranties in Paragraphs A and B of this Article 15 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 15 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article XV were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

15.4 All terms defined in the Governmental Conduct Act have the same meaning in this Article 15.2

**PASSED, APPROVED and ADOPTED** this 27<sup>th</sup> day of June 2024

\_\_\_\_\_  
Christine Lowery, Chair

\_\_\_\_\_  
Ralph Lucero, 1<sup>st</sup> Vice-Chair

\_\_\_\_\_  
Daniel J. Torrez, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Martha Garcia, Commissioner

\_\_\_\_\_  
Robert Windhorst, Commissioner

ATTEST:

\_\_\_\_\_  
Michelle E. Dominguez  
County Clerk

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor





# 9d2.New Business

## Service Agreement

Prevention Services-Prevention Works  
Consulting, LLC



## **Cibola County DWI Program FY25 Prevention Services Agreement**

This agreement is entered into by the Board of Cibola County Commissioners herein after referred to as "County", by and through its County Manager, Kate Fletcher, on behalf of the Cibola County DWI Program, herein after referred to as "DWI" and Frank G. Magourilos (d/b/a Prevention Works Consulting LLC) herein after referred to as "Contractor", pursuant to Section 2.3 of the Cibola County Procurement Regulations.

### **I. SERVICES TO BE PERFORMED BY CONTRACTOR**

#### **FY24 Be Above the Influence (BE-ATI) Social Health and Marketing Campaign**

© - develop and provide specifically for **all Cibola County Schools** the following:

1. Use of the Be Above the Influence (copyright tag line).
2. Unlimited number of designs and messages as requested, such as prevention of vaping, bullying, cannabis use, underage drinking, teen pregnancy, DWI, and Protective Factors positive reinforcement messages.
3. All schools in Cibola County will have access to Contractor's designs and design development as requested. Digital quality designs for each sport and other school clubs; includes sports, music, cheerleading, and entire student body will be provided in any size format as requested.
4. A digital quality banner design with the Be Above the Influence Pledge.
5. All the created designs formatted for Facebook and Instagram, as requested.

6. All the created Cibola County DWI Program designs will also be posted on Contractor's Facebook, Instagram, and LinkedIn social media accounts for additional exposure.
7. All the created designs will also be sent out to Contractor's e-mail list serve.
8. On-going technical assistance and support throughout the fiscal year.
9. Will provide prevention resources throughout the year.
10. Will provide mental health infographics for youth, teachers, and the community every week throughout the fiscal year.
11. DFA justification on evidentiary basis of campaign and all technical questions, ongoing.
12. Provide 4 quarterly reports at the end of each FY24 Quarter evaluating the effectiveness and return on investment of this campaign.
13. Cibola County DWI Program will be responsible for the printing material such as posters and banners for the Be Above the Influence Campaign.

## **II. COMPENSATION**

- A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$16,144.00.
- B. The County shall pay the Contractor in full payment for services satisfactorily performed monthly.

## **III. RECORDS and REPORTING**

Contractor shall maintain and make available for inspection, audit or reproduction, by an authorized representative of Cibola County, DWI, the State of New Mexico, or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, herein after called the records for a minimum of three (3) years. Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to this agreement.

## **IV. APPROPRIATIONS**

- A. This agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Contractor shall have no cause of action against Cibola County or DWI is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to Cibola County or DWI.
- B. All representations made by the DWI Program are contingent upon availability of funds from which payments for the contract services can be made and do not represent an obligation on the part of the DWI Program, the County of Cibola, or the New Mexico Department of Finance and Administration Local Government Division.

## **V. TERM AND TERMINATION**

**Term:** This Agreement shall be effective July 1, 2024, thru June 30, 2025.

**Termination:** The County or the Contractor may terminate this Agreement at any time by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate this agreement without notice immediately in the event Contractor fails to comply with any provision of this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

To DWI Program: Vicki Kramer  
Cibola County DWI Program Manager  
700 E. Roosevelt Suite 40  
Grants NM, 87020

To Contractor: Prevention Works Consulting, LLC  
Frank G. Magourilos, MPS, CPS, SCPS  
4909 Summersville Dr. NW  
Albuquerque, NM 87120

## **VI. INDEPENDENT CONTRACTOR**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the County and the Contractor. The Contractor shall be deemed at all times to be an independent contractor.

## **VII. ASSIGNMENT**

Contractor shall not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of Cibola County and the DWI Program.

#### **VIII. VENUE**

This agreement will be governed and construed according to the laws of the State of New Mexico. This agreement is performable in Cibola County, New Mexico. Venue for any legal proceeding shall be in Cibola County, New Mexico.

#### **IX. AGREEMENT**

This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

#### **X. ENFORCEMENT**

In the event that any portion of this agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

#### **XI. NONDISCRIMINATION AND EQUAL OPPORTUNITY**

Contractor certifies that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

#### **XII. WORKERS COMPENSATION**

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

#### **XIII. LOBBYING**

No federally appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

#### **XIV. GOVERNMENTAL CONDUCT ACT**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
  - 1. in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;
  - 2. this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is

a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3. in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;
4. in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and,
5. in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

- C. Contractor's representations and warranties in Paragraphs A and B of this Article 14 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 14 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 14 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies



available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

- D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 14.

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Kate Fletcher, Cibola County Manager

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Date

ATTEST:

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Michelle E. Dominguez  
County Clerk

---

Frank G. Magourilos, MPS, CPS, SCPS

---

Date



# 9d3.New Business

## Service Agreement

Evaluation Services  
Concha Montano Consulting



## **Cibola County DWI Program FY25 Evaluation Services Agreement**

This agreement is entered into by the Board of Cibola County Commissioners herein after referred to as “County”, by and through its County Manager, Kate Fletcher, on behalf of the Cibola County DWI Program, herein after referred to as “DWI” and Concha Montano (d/b/a Concha Montano Consulting) herein after referred to as “Contractor”, pursuant to Section 2.3 of the Cibola County Procurement Regulations.

### **1. SERVICES TO BE PERFORMED BY CONTRACTOR**

- A. Contractor will serve as an Evaluator to develop, maintain, and update as needed a comprehensive local evaluation plan that measures effectiveness of program strategies and their outcome results, through quarterly reviews of planned vs. actual progress. The outcome evaluation should measure each intervening variable, indicators for the Compliance Component of the LDWI/DFA Funding which will include Compliance and Treatment Exit Interviews, Needs Assessments, Data from various resources including NM Transportation, AOC, YRRS, etc. The evaluation plan will be submitted to Cibola County DWI Program for distribution to local, state, and federal grant funders.
- B. Contractor shall assist Cibola County DWI Program Compliance Staff to develop “Scopes of Work” specific to the LDWI/DFA grant and develop logic models. This is advisable in order to initially identify responsible parties for data collection, assessment, gaps and reporting activities.
- C. Contractor shall have weekly communication with Cibola County DWI Program Compliance Staff and/or other individuals important for the development of theory of change processes for program effectiveness (via onsite visits, telephone, e-mail contact, along with physical availability for relevant activities to get updates on the program and conduct other

evaluation activities). Examples of possible topics for discussion include issues is recidivism, fidelity to implementation guidelines of the compliance program, successes and barriers to program implementation, issues with data collection protocol, participant retention, strategic planning, capacity, evaluation, needs assessment, implementation of Compliance and Treatment Exit Interviews, virtual learning, data collection, presentations, meetings with community partners and/or staff trainings, etc.

- D. Contractor will meet with program staff to help conduct and proctor the Compliance and Treatment Exit Interview surveys.
- E. Contractor shall assist Cibola County Compliance Staff to collect and report any data requested by the local, state, and national grant funders.
- F. Contractor shall participate in all evaluation meetings and activities including Local DWI recipient meetings, workshops, and other requirements set forth by funder.
- G. Contractor shall attend local meetings such as DWI Planning Council/Joint Task Force Meetings, town hall meetings, stakeholder meetings, coalition meetings, commission meetings as requested by Cibola County DWI Program and Local DWI, Grant requirements.
- H. Contractor will create presentation regarding the Needs Assessment and other program findings as discovered through evaluation.
- I. Contractor shall prepare quarterly evaluation process reports to be submitted no later than October 15, 2024, January 15, 2025, and April 15, 2025 to the Local DWI Program, Department of Finance.
- J. Contractor shall prepare Final Reports to include sufficient detail to evaluate the effectiveness including policy recommendations of the Compliance component of the LDWI/DFA contract and shall be submitted no later than July 10, 2025 to Local DWI Program to the Department of Finance.
- K. Contractor shall assist with, provide guidance, and lead the development of a local Comprehensive Needs Assessment, developing assessment tools & conducting appropriate analyses for the instruments used by the compliance component of the LDWI/DFA grant. This type of technical assistance will help program staff to become familiar with the use and application of tools and data resources, including the NM SA Epidemiology Profile, YRRS, NM Transportation Profile, AOC, etc.
- L. Data will not be shared or presented by the Contractor without express permission of the program provider.
- M. Contractor will collaborate with the Clinical Supervisor, Treatment Team, and DWI Coordinator to review evaluation questions and implementation of

the Compliance and Treatment Exit Interview Survey. An assessment of the benefits received by the clients and their readiness for change will be determined. Successful discharge of clients and their longevity, including recidivism, will be assessed. Strategies for addressing and evaluating recidivism will be determined in collaboration with program staff. Evaluation will also assess factors that may have contributed to substance abuse, what factors may contribute to behavior change, and which strategies are most effective in supporting client recovery.

- N. Contractor shall provide evaluation training and technical assistance to the Compliance staff and other Cibola County DWI Program staff to ensure that there is an understanding on the importance of evaluation for sustainability and to ensure accountability to the funder.
- O. Contractor shall support in the LDWI/DFA re-application process by supporting the preparation of application and required epidemiologist/evaluation documents.
- P. Contractor will develop syntax programing in the Statistical Program for Social Science (SPSS) software to tabulate findings for the Compliance and Treatment Exit Interview and other activities including the analysis of the number of clients entering the compliance program and those completing their sanction plans, NMCS evaluation, and other activities requiring examination.
- Q. Analysis of data may include that done through observations, interviews and surveys,

## **2. COMPENSATION**

- A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$29,590.00.
- B. The County shall pay the Contractor in full payment for services satisfactorily performed monthly.

## **3. RECORDS and REPORTING**

Contractor shall maintain and make available for inspection, audit or reproduction, by an authorized representative of Cibola County, DWI, the State of New Mexico, or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, herein after called the records for a minimum of three (3) years. Contractor shall maintain separate accounting records

designating receipt and expenditure of State Funds received pursuant to this agreement.

#### **4. APPROPRIATIONS**

- A. This agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Contractor shall have no cause of action against Cibola County or DWI is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to Cibola County or DWI.
- B. All representations made by the DWI Program are contingent upon availability of funds from which payments for the contract services can be made and do not represent an obligation on the part of the DWI Program, the County of Cibola, or the New Mexico Department of Finance and Administration Local Government Division.

#### **5. TERM AND TERMINATION**

**Term:** This Agreement shall be effective July 1, 2024, thru June 30, 2025.

**Termination:** The County or the Contractor may terminate this Agreement at any time by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate this agreement without notice immediately in the event Contractor fails to comply with any provision of this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

To DWI Program: Vicki Kramer  
Cibola County DWI Program Manager  
700 E. Roosevelt Suite 40  
Grants NM, 87020

To Contractor: Concha Montano Consulting  
Concha Montano  
PO Box 1275  
Las Vegas, NM 87701  
505-239-9787

**6. INDEPENDENT CONTRACTOR**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the County and the Contractor. The Contractor shall be deemed at all times to be an independent contractor.

**7. ASSIGNMENT**

Contractor shall not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of Cibola County and the DWI Program.

**8. VENUE**

This agreement will be governed and construed according to the laws of the State of New Mexico. This agreement is performable in Cibola County, New Mexico. Venue for any legal proceeding shall be in Cibola County, New Mexico.

**9. AGREEMENT**

This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

**10. ENFORCEMENT**

In the event that any portion of this agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

**11. NONDISCRIMINATION AND EQUAL OPPORTUNITY**

Contractor certifies that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

**12. WORKERS COMPENSATION**

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

**13. LOBBYING**

No federally appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**14. GOVERNMENTAL CONDUCT ACT**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
  - in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;



1. this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
  2. in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;
  3. in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and,
  4. in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 14 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 14 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 14 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 14.

---

Kate Fletcher, Cibola County Manager

---

Date

ATTEST:

---

Michelle E. Dominguez  
County Clerk



# 9e1. New Business

## Memorandum of Agreement

DWI & County Sheriff's Office



**MEMORANDUM OF AGREEMENT  
BETWEEN THE CIBOLA COUNTY DWI PROGRAM AND THE CIBOLA COUNTY  
SHERIFF OFFICE, GRANTS NEW MEXICO**

**FY25**

This Memorandum of Agreement (“MOA”) is made between the Cibola County DWI Program (“CCDWI”) and the Cibola County Sheriff Office (“SO”).

**RECITALS**

**WHEREAS**, the CCDWI has received grant funds from the New Mexico Department of Finance and Administration, Local Government Division, and the New Mexico Traffic Safety Bureau to be used for enforcement of New Mexico DWI laws to reduce the incidences of alcohol-involved crashes and underage drinking.

**WHEREAS**, the SO may receive up to \$3,333.00 for permissible activities and/or equipment as applied for in its Funding Request dated February 01, 2024.

**NOW THEREFORE**, the Parties agree as follows:

1. Obligations of the County. The SO will submit activity reports and receipts as requested for activities and purchases that have been proposed and approved as qualifying for reimbursement.
2. Obligations of CCDWI. Should review of the reports and receipts determine that the activities and/or purchases have been satisfactorily completed, comply with grant requirements, do not exceed available funds, and, that the funds are available to be appropriated, CCDWI will recommend approval of the reimbursement request thirty (30) days after the reports or receipts are received.
3. Term and Termination. This Agreement will cover spending during FY25 unless terminated immediately for lack of appropriations or for convenience by the giving of thirty (30) days written notice by either party to the other.
4. Liability. The liability of the parties will be subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended, and to the actions or omissions of each party’s own employees as neither party nor its employees are considered to be employees of the other party for any purpose whatsoever.

Cibola County:

\_\_\_\_\_  
Kate Fletcher, Cibola County Manager

\_\_\_\_\_  
Vicki Kramer, Cibola County DWI Coordinator

Attested:

\_\_\_\_\_  
Michelle Dominguez, County Clerk

Sheriff Office

\_\_\_\_\_  
Title:



# 9e2. New Business

## Memorandum of Agreement

DWI & City of Grant Police Dept.





**MEMORANDUM OF AGREEMENT  
BETWEEN THE CIBOLA COUNTY DWI PROGRAM AND THE CITY OF GRANTS  
POLICE DEPARTMENT, GRANTS NEW MEXICO**

**FY25**

This Memorandum of Agreement (“MOA”) is made between the Cibola County DWI Program (“CCDWI”) and the City of Grants Police Department (“City”).

**RECITALS**

**WHEREAS**, the CCDWI has received grant funds from the New Mexico Department of Finance and Administration, Local Government Division, and the New Mexico Traffic Safety Bureau to be used for enforcement of New Mexico DWI laws to reduce the incidences of alcohol-involved crashes and underage drinking.

**WHEREAS**, the City may receive up to \$3,333.00 for permissible activities and/or equipment as applied for in its Funding Request dated February 01,2024.

**NOW THEREFORE**, the Parties agree as follows:

1. Obligations of the City. The City will submit activity reports and receipts as requested for activities and purchases that have been proposed and approved as qualifying for reimbursement.
2. Obligations of CCDWI. Should review of the reports and receipts determine that the activities and/or purchases have been satisfactorily completed, comply with grant requirements, do not exceed available funds, and, that the funds are available to be appropriated, CCDWI will recommend approval of the reimbursement request thirty (30) days after the reports or receipts are received.
3. Term and Termination. This Agreement will cover spending during FY25 unless terminated immediately for lack of appropriations or for convenience by the giving of thirty (30) days written notice by either party to the other.
4. Liability. The liability of the parties will be subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended, and to the actions or omissions of each party’s own employees as neither party nor its employees are considered to be employees of the other party for any purpose whatsoever.

Cibola County:

\_\_\_\_\_  
Kate Fletcher, Cibola County Manager

\_\_\_\_\_  
Vicki Kramer, Cibola County DWI Coordinator

Attested:

\_\_\_\_\_  
Michelle Dominguez, County Clerk

CITY OF GRANTS

\_\_\_\_\_  
Title:





# 9e3. New Business

## Memorandum of Agreement

DWI & Village of Milan Police Dept.



**MEMORANDUM OF AGREEMENT  
BETWEEN THE CIBOLA COUNTY DWI PROGRAM AND THE VILLAGE OF  
MILAN POLICE DEPARTMENT, MILAN NEW MEXICO**

**FY25**

This Memorandum of Agreement (“MOA”) is made between the Cibola County DWI Program (“CCDWI”) and the Village of Milan Police Department (“Village”).

**RECITALS**

**WHEREAS**, the CCDWI has received grant funds from the New Mexico Department of Finance and Administration, Local Government Division, and the New Mexico Traffic Safety Bureau to be used for enforcement of New Mexico DWI laws to reduce the incidences of alcohol-involved crashes and underage drinking.

**WHEREAS**, the Village may receive up to \$3,333.00 for permissible activities and/or equipment as applied for in its Funding Request dated February 01, 2024.

**NOW THEREFORE**, the Parties agree as follows:

1. Obligations of the Village. The Village will submit activity reports and receipts as requested for activities and purchases that have been proposed and approved as qualifying for reimbursement.
2. Obligations of CCDWI. Should review of the reports and receipts determine that the activities and/or purchases have been satisfactorily completed, comply with grant requirements, do not exceed available funds, and, that the funds are available to be appropriated, CCDWI will recommend approval of the reimbursement request thirty (30) days after the reports or receipts are received.
3. Term and Termination. This Agreement will cover spending during FY25 unless terminated immediately for lack of appropriations or for convenience by the giving of thirty (30) days written notice by either party to the other.
4. Liability. The liability of the parties will be subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended, and to the actions or omissions of each party’s own employees as neither party nor its employees are considered to be employees of the other party for any purpose whatsoever.

Cibola County:

\_\_\_\_\_  
Kate Fletcher, Cibola County Manager

\_\_\_\_\_  
Vicki Kramer, Cibola County DWI Coordinator

Attested:

\_\_\_\_\_  
Michelle Dominguez, County Clerk

Village of Milan

\_\_\_\_\_  
Title:



# 9f1. New Business

## Resolution 24-36

LGRF CO-OP # L600243 SB

**EXHIBIT C**

**Cibola County**

**RESOLUTION 24-36**

**PARTICIPATION IN LOCAL GOVERNMENT SCHOOL BUS ROUTE (SB) ROAD FUND  
PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the **Cibola County** and the New Mexico Department of Transportation entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

**WHEREAS**, the total cost of the project will be **\$293,333** to be funded in proportional share by the parties hereto as follows:

<b>CN I600243 SB Project Funding</b>	<b>Department Share</b>	<b>Public Entity Share</b>	<b>Total Project Cost</b>
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	<b>100%</b>
<b><u>FY 2025 Local Government Road Fund</u></b>  Plan, Design, Engineer, Pavement Rehabilitation/Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous.	<b>\$220,000</b>	<b>\$73,333</b>	<b>\$293,333</b>

**WHEREAS**, **Cibola County** shall pay all costs, which exceed the total project cost of **\$293,333**.

**NOW THEREFORE**, be it resolved in official session that **Cibola County** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2025** and the **Cibola County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into the written agreement.
- c. The agent of the **Cibola County**, Kate Fletcher, County Manager, shall have signature authority to bind the **Cibola County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Cibola County** in the manner set forth by the Cooperative Agreement.

**NOW THEREFORE**, be it resolved by the **Cibola County** to enter into Cooperative Agreement for Project Control Number **L60243** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **C-7 Cubero Loop & Village Roads: 1.12 mi. starting at NM Highway 124 and to C-8 Water Canyon Rd. and East to intersection loop, C-20 San Mateo Roads; 1.0 mi. starting at JCT. NM Highway 605 and ending at gravel, C-188 La Jara Mesa Road; .868 mi. starting – Plan, Design, Engineer, Pavement Rehabilitation. Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous.** Within the control of **Cibola County** in the State of New Mexico

**APPROVED, ADOPTED, AND PASSED** on this 27 day of June 2024.

---

Christine Lowery, Chair

---

Ralph Lucero, 1st Vice-Chair

---

Daniel Torrez, 2<sup>nd</sup> Vice-Chair

---

Martha Gacia, Commissioner

---

Robert Windhorst, Commissioner

**ATTEST:**

---

Michelle E. Dominguez

Contract No. \_\_\_\_\_  
Vendor No. 0000047859  
Control No. HW2L600243

**LOCAL GOVERNMENT ROAD FUND  
COOPERATIVE AGREEMENT**

**This Agreement** is between the **New Mexico Department of Transportation** (Department) and **Cibola County** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

**1. Purpose.**

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L600243, and the Public Entity’s resolution attached as **Exhibit C**. See:

Design, Plan, Engineer, Pavement Rehabilitation/Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

**2. Project Funding.**

- a. The estimated total cost for the Project is **Two Hundred Ninety Three Thousand Three Hundred Thirty Three Dollars and No Cents (\$293,333)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	
<b><u>FY 2025 Local Government Road Fund</u></b>	<b>\$220,000</b>	<b>\$73,333</b>	<b>\$293,333</b>
<b>For the purpose stated above in Section 1.</b>			
<b>Total Project Cost \$293,333</b>			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

**3. The Department Shall:**

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

**4. The Public Entity Shall:**

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity



established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, attached as **Exhibit B**.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost** form.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

**5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

**6. Term.**

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2025**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

**7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

**8. Third Party Beneficiary.**

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

**9. Liability.**

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and other applicable law.

**10. Contractors Insurance Requirements.**

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

**11. Scope of Agreement.**

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

**12. Terms of this Agreement.**

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

**13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, and local laws, and

Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

**14. Equal Opportunity Compliance.**

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

**15. Appropriations and Authorizations.**

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

**16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

**17. Severability.**

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

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**19. Amendment.**

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

**The remainder of this page is intentionally left blank.**

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

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

By: \_\_\_\_\_  
Assistant General Counsel

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

**Cibola County**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Cibola County Clerk or Designee

**EXHIBIT A**  
**PROJECT CERTIFICATION OF**  
**DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ state  
that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

and completed on \_\_\_\_\_, 20\_\_\_\_; and

3. That the total project cost of \_\_\_\_\_, with New Mexico Department of Transportation 75% share of \_\_\_\_\_ and the Public Entity share of \_\_\_\_\_ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**EXHIBIT B**  
**AS BUILT SUMMARY**  
**OF COSTS AND QUANTITIES**  
**CONTRACT**

ENTITY: \_\_\_\_\_ No.: \_\_\_\_\_ CN: \_\_\_\_\_

PROJECT No.: \_\_\_\_\_

TERMINI: \_\_\_\_\_

SCOPE OF  
WORK: \_\_\_\_\_

[illegible]

**EXHIBIT C**  
**Cibola County RESOLUTION**

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **Cibola County** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$293,333** to be funded in proportional share by the parties hereto as follows:

<b>CN L600243 Project Funding</b>	<b>Department Share</b>	<b>Public Entity Share</b>	<b>Total Project Cost</b>
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	<b>100%</b>
<b><u>FY 2025 Local Government Road Fund</u></b>	<b>\$220,000</b>	<b>\$73,333</b>	<b>\$293,333</b>
Design, Plan, Engineer, Pavement Rehabilitation/Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous			

WHEREAS, the **Cibola County** shall pay all costs, which exceed the total project cost of **\$293,333**.

NOW THEREFORE, be it resolved in official session that **Cibola County** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2025** and the **Cibola County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **Cibola County**, \_\_\_\_\_ (name or title), shall have signature authority to bind the **Cibola County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Cibola County** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Cibola County** to enter into Cooperative Agreement for Project Control Number **L600243** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **C-7 Cubero Loop & Village Roads: 1.12 mi. starting at NM Highway 124 and to C-8 Water Canyon Rd. and East to intersection loop, C-20 San Mateo Roads; 1.0 mi. starting at JCT. NM Highway 605 and ending at gravel, C-188 La Jara Mesa Road; .838 mi. starting - Design, Plan, Engineer, Pavement Rehabilitation/Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous** within the control of **Cibola County** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

\_\_\_\_\_  
**(PRINTED NAME, POSITION)**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**(PRINTED NAME, POSITION)**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**(PRINTED NAME, POSITION)**

\_\_\_\_\_  
DATE





# 9f2. New Business

# Resolution 24-37

LGRF CO-OP # L600246 CAP

**EXHIBIT C**

**Cibola County**

**RESOLUTION 24-37**

**PARTICIPATION IN LOCAL GOVERNMENT COUNTY ARTERIAL PROGRAM (CAP) ROAD  
FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF  
TRANSPORTATION**

**WHEREAS**, the **Cibola County** and the New Mexico Department of Transportation entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

**WHEREAS**, the total cost of the project will be **\$126,991** to be funded in proportional share by the parties hereto as follows:

<b>CN I600246 CAP Project Funding</b>	<b>Department Share</b>	<b>Public Entity Share</b>	<b>Total Project Cost</b>
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	<b>100%</b>
<b><u>FY 2025 Local Government Road Fund</u></b>  Plan, Design, Engineer, Pavement Rehabilitation/Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous.	<b>\$95,243</b>	<b>\$31,748</b>	<b>\$126,991</b>

**WHEREAS**, the **Cibola County** shall pay all costs, which exceed the total project cost of **\$126,991**.

**NOW THEREFORE**, be it resolved in official session that **Cibola County** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2025** and the **Cibola County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into the written agreement.
- c. The agent of the **Cibola County**, Kate Fletcher, County Manager, shall have signature authority to bind the **Cibola County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Cibola County** in the manner set forth by the Cooperative Agreement.

**NOW THEREFORE**, be it resolved by the **Cibola County** to enter into Cooperative Agreement for Project Control Number **L60246** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **C-5 Bibo-Lal Jova Loop; 1.5 mi. starting at Bibo and ending at end of loop. C-24 Elkins Rd.; 1.0 mi. Starting at C & E Concrete, Grants City Limits and ending at Milan Village limits, C-51A. Nth Lawrence Rd., .835 mi. starting at the Intersection C-49 at – Plan, Design, Engineer, Pavement Rehabilitation. Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous.** Within the control of **Cibola County** in the State of New Mexico

**APPROVED, ADOPTED, AND PASSED** on this 27 day of June 2024.

---

Christine Lowery, Chair

---

Ralph Lucero, 1st Vice-Chair

---

Daniel Torrez, 2<sup>nd</sup> Vice-Chair

---

Martha Gacia, Commissioner

---

Robert Windhorst, Commissioner

**ATTEST:**

---

Michelle E. Dominguez

Contract No. \_\_\_\_\_  
Vendor No. 0000047859  
Control No. HW2L600246

## LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

**This Agreement** is between the **New Mexico Department of Transportation** (Department) and **Cibola County** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

### 1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L600246, and the Public Entity’s resolution attached as **Exhibit C**. See:

Design, Plan, Engineer, Pavement Rehabilitation/Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous.

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

### 2. Project Funding.

- a. The estimated total cost for the Project is **One Hundred Twenty Six Thousand Nine Hundred Ninety One Dollars and No Cents (\$126,991)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	
<b><u>FY 2025 Local Government Road Fund</u></b>	<b>\$95,243</b>	<b>\$31,748</b>	<b>\$126,991</b>
<b>For the purpose stated above in Section 1.</b>			
<b>Total Project Cost \$126,991</b>			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

**3. The Department Shall:**

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

**4. The Public Entity Shall:**

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, attached as **Exhibit B**.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

**5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

**6. Term.**

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2025**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

**7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

**8. Third Party Beneficiary.**

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

**9. Liability.**

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and other applicable law.

**10. Contractors Insurance Requirements.**

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

**11. Scope of Agreement.**

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

**12. Terms of this Agreement.**

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

**13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, and local laws, and

Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

**14. Equal Opportunity Compliance.**

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

**15. Appropriations and Authorizations.**

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

**16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

**17. Severability.**

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

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).



**19. Amendment.**

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

**The remainder of this page is intentionally left blank.**

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

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

By: \_\_\_\_\_  
Assistant General Counsel

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

**Cibola County**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Cibola County Clerk or Designee

**EXHIBIT A**  
**PROJECT CERTIFICATION OF**  
**DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ state  
that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

\_\_\_\_\_ and completed on \_\_\_\_\_, 20\_\_\_\_; and

3. That the total project cost of \_\_\_\_\_, with New Mexico Department of Transportation 75% share of \_\_\_\_\_ and the Public Entity share of \_\_\_\_\_ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ENTITY: \_\_\_\_\_ No.: \_\_\_\_\_ CN: \_\_\_\_\_

PROJECT No.: \_\_\_\_\_

TERMINI: \_\_\_\_\_  
\_\_\_\_\_

SCOPE OF  
WORK: \_\_\_\_\_  
\_\_\_\_\_

FY2025

**EXHIBIT C**  
**Cibola County RESOLUTION**

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **Cibola County** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$126,991** to be funded in proportional share by the parties hereto as follows:

<b>CN L600246 Project Funding</b>	<b>Department Share</b>	<b>Public Entity Share</b>	<b>Total Project Cost</b>
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	<b>100%</b>
<b><u>FY 2025 Local Government Road Fund</u></b>	<b>\$95,243</b>	<b>\$31,748</b>	<b>\$126,991</b>
Design, Plan, Engineer, Pavement Rehabilitation/Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous.			

WHEREAS, the **Cibola County** shall pay all costs, which exceed the total project cost of **\$126,991**.

NOW THEREFORE, be it resolved in official session that **Cibola County** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2025** and the **Cibola County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **Cibola County**, \_\_\_\_\_ (name or title), shall have signature authority to bind the **Cibola County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Cibola County** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Cibola County** to enter into Cooperative Agreement for Project Control Number **L600246** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **C-5 Bibo-La Joya Loop: 1.5 mi. starting at Bibo and ending at end of loop. C-24 Elkins Rd.: 1.0 mi. Starting at C & E Concrete. Grants City Limits and ending at Milan Village limits. C-51A. Nth Lawrence Rd., .835 mi. starting at the Intersection C-49 at - Design, Plan, Engineer, Pavement Rehabilitation/Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous.** within the control of **Cibola County** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

\_\_\_\_\_  
**(PRINTED NAME, POSITION)**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**(PRINTED NAME, POSITION)**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**(PRINTED NAME, POSITION)**

\_\_\_\_\_  
DATE



# 9f3. New Business

# Resolution 24-38

LGRF CO-OP # L600249 SP

## EXHIBIT C

### Cibola County RESOLUTION 24-38

#### PARTICIPATION IN LOCAL GOVERNMENT SPECIAL PROJECTS (SP) ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Cibola County** and the New Mexico Department of Transportation entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$175,281** to be funded in proportional share by the parties hereto as follows:

<b>CN I600249 SB Project Funding</b>	<b>Department Share</b>	<b>Public Entity Share</b>	<b>Total Project Cost</b>
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	<b>100%</b>
<b><u>FY 2025 Local Government Road Fund</u></b>	<b>\$131,461</b>	<b>\$43,820</b>	<b>\$175,281</b>
Plan, Design, Engineer, Pavement Rehabilitation/Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous.			

WHEREAS, the **Cibola County** shall pay all costs, which exceed the total project cost of **\$175,281**.

NOW THEREFORE, be it resolved in official session that **Cibola County** determines, resolves, and orders as follows:

- The project for this Cooperative Agreement is adopted and has a priority standing.
- The Cooperative Agreement terminates on **12/31/2025** and the **Cibola County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into the written agreement.
- The agent of the **Cibola County**, Kate Fletcher, County Manager, shall have signature authority to bind the **Cibola County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Cibola County** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Cibola County** to enter into Cooperative Agreement for Project Control Number **L60243** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for for **C-7 Cubero Loop & Village Roads; 1.12 mi. starting at NM 124 and to C-8 Water Canyon Rd. and intersection loop. C-56D Calle De San Fidel; 0.125 mi. Starting at Jct C-56AC and ending at end of road, C-56C. Casa Blanca Rd., .335 mi. starting at SR 53 and to end of road, C-56A La Vega Estates Rd; .348 mi starting SR 53 to end of pavement – Plan, Design, Engineer, Pavement Rehabilitation. Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous.** Within the control of **Cibola County** in the State of New Mexico

**APPROVED, ADOPTED, AND PASSED** on this 27 day of June 2024.

---

Christine Lowery, Chair

---

Ralph Lucero, 1<sup>st</sup> Vice-Chair

---

Daniel Torrez, 2<sup>nd</sup> Vice-Chair

---

Martha Gacia, Commissioner

---

Robert Windhorst, Commissioner

**ATTEST:**

---

Michelle E. Dominguez



Contract No. \_\_\_\_\_  
Vendor No. 0000047859  
Control No. HW2L600249

## LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

**This Agreement** is between the **New Mexico Department of Transportation** (Department) and **Cibola County** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

### 1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L600249, and the Public Entity’s resolution attached as **Exhibit C**. See:

Plan, Design, Engineer, Pavement Rehabilitation/Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous.

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

### 2. Project Funding.

- a. The estimated total cost for the Project is **One Hundred Seventy Five Thousand Two Hundred Eighty One Dollars and No Cents (\$175,281)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	
<b><u>FY 2025 Local Government Road Fund</u></b>	<b>\$131,461</b>	<b>\$43,820</b>	<b>\$175,281</b>
<b>For the purpose stated above in Section 1.</b>			
<b>Total Project Cost \$175,281</b>			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

**3. The Department Shall:**

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

**4. The Public Entity Shall:**

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, attached as **Exhibit B**.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

**5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

**6. Term.**

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2025**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

**7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

**8. Third Party Beneficiary.**

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

**9. Liability.**

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and other applicable law.

**10. Contractors Insurance Requirements.**

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

**11. Scope of Agreement.**

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

**12. Terms of this Agreement.**

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

**13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, and local laws, and

Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

**14. Equal Opportunity Compliance.**

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

**15. Appropriations and Authorizations.**

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

**16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

**17. Severability.**

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

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**19. Amendment.**

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

**The remainder of this page is intentionally left blank.**

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

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

By: \_\_\_\_\_  
Assistant General Counsel

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

**Cibola County**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Cibola County Clerk or Designee

**EXHIBIT A**  
**PROJECT CERTIFICATION OF**  
**DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

\_\_\_\_\_ and completed on \_\_\_\_\_, 20\_\_\_\_; and

3. That the total project cost of \_\_\_\_\_, with New Mexico Department of Transportation 75% share of \_\_\_\_\_ and the Public Entity share of \_\_\_\_\_ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



ENTITY: \_\_\_\_\_ No.: \_\_\_\_\_ CN: \_\_\_\_\_

PROJECT No.: \_\_\_\_\_

TERMINI: \_\_\_\_\_  
\_\_\_\_\_

SCOPE OF  
WORK: \_\_\_\_\_  
\_\_\_\_\_

FY2025

**EXHIBIT C**  
**Cibola County RESOLUTION**

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **Cibola County** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$175,281** to be funded in proportional share by the parties hereto as follows:

<b>CN L600249 Project Funding</b>	<b>Department Share</b>	<b>Public Entity Share</b>	<b>Total Project Cost</b>
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	<b>100%</b>
<b><u>FY 2025 Local Government Road Fund</u></b>	<b>\$131,461</b>	<b>\$43,820</b>	<b>\$175,281</b>
Plan, Design, Engineer, Pavement Rehabilitation/Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous.			

WHEREAS, the **Cibola County** shall pay all costs, which exceed the total project cost of **\$175,281**.

NOW THEREFORE, be it resolved in official session that **Cibola County** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2025** and the **Cibola County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **Cibola County**, \_\_\_\_\_ (name or title), shall have signature authority to bind the **Cibola County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Cibola County** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Cibola County** to enter into Cooperative Agreement for Project Control Number **L600249** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **C-5 Bibo-La Jova Loop: 1.5 mi. starting at Bibo and ending at end of loop. C-24 Elkins Rd.; 1.0 mi. Starting at C & E Concrete, Grants City Limits and ending at Milan Village limits. C-51A. Nth Lawrence Rd., .835 mi. starting at the Intersection C-49 at h - Plan, Design, Engineer, Pavement Rehabilitation/Improvement, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, and Miscellaneous.** within the control of **Cibola County** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

\_\_\_\_\_  
**(PRINTED NAME, POSITION)**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**(PRINTED NAME, POSITION)**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**(PRINTED NAME, POSITION)**

\_\_\_\_\_  
DATE