

# **CIBOLA COUNTY BOARD OF COMMISSIONERS**

T. Walter Jaramillo  
Chairman

Robert Armijo  
1<sup>st</sup> Vice Chairman

Jack Moleres  
2<sup>nd</sup> Vice Chairman

Patrick Simpson  
Commissioner

Lloyd F. Felipe  
Commissioner

## **Workshop**

**Thursday, August 18, 2016 at 5:00 p.m.  
Cibola County Convention Room**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Prayer**
5. **Approval of Agenda**
6. **Commission Workshop** (For Discussion Purposes Only)
  - a. NMAC Legislative Priorities 2017
  - b. Candidate for County Office - Leave
  - c. Budget
  - d. RFP Jail Management
  - e. Procurement Policy
  - f. Indigent Burial Program Policy
  - g. Finance Policy
  - h. Contracts
    - i. Specialty Communication Contract
    - ii. Administrative Office of the Courts
7. **Announcements**

The next Regular Commission Meeting will be held on Wednesday, August 24, 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention Room.
8. **Adjournment**



## NEW MEXICO ASSOCIATION OF COUNTIES

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### 2017 NMAC LEGISLATIVE PRIORITIES

The following were selected as priorities by the NMAC Board of Directors for the 2017 session. These are in no particular order.

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- **Whistleblower Protection Act**

Support amendments to, among other things, better define the definition of “good faith” by requiring some minimal threshold of evidence to file a claim, narrow the definition of “retaliatory action,” limit “unlawful or improper act(s)” to violations of state or federal law, and narrow the universe of individuals to whom a complaint may be communicated as a precondition to filing a claim.

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- **New Mexico 911 Act Revision**

Support an amendment to the 911 surcharge statute (63-9D, NMSA 1978) to ensure all technologies utilizing 911 services are contributing equally to the New Mexico 911 fund.

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- **Forfeiture Act**

Support amendments to the Forfeiture Act that remove unreasonable burdens placed on law enforcement agencies, allow law enforcement agencies to retain forfeited property under limited circumstances, clarify appropriate use of forfeiture, and ensure that due process rights of parties involved are honored.

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- **Capital Outlay for Non-Governmental Entities**

Support recommendations that allow local Board of County Commissioners to: accept, approve, and review non-governmental entities’ capital outlay funds and their fiscal impacts to county’s finances prior to submission to the state legislature; suspend acceptance of 2017 legislative session capital outlay funds for purchase of vehicles, information technology, and any capital outlay expenditure of less than \$50,000; and authorize the collection of a 3% administrative fee.

NEW MEXICO ASSOCIATION OF COUNTIES

MANAGERS AFFILIATE RESOLUTION #1

Short Title or Subject: Concerning the Whistleblower Protection Act

Affected Affiliates: Attorneys, Managers

Impact on County Revenues/Finances: Substantial Liability Exposure

Legislative Resolution or Non-Legislative Resolution or Resolution for Congressional Delegation: (circle one)

Requested as NMAC Legislative Priority for 2017 Session: Yes or No (circle one)

**WHEREAS**, the Whistleblower Protection Act ("Act") was enacted by the New Mexico Legislature in 2010; and

**WHEREAS**, the Act was intended to prohibit public employers from retaliating against public employees who take action, object to, or refuse to participate in a matter the employee believes, in good faith, to be an unlawful or improper act.; and

**WHEREAS**, the Act provided for a two-year statute of limitations for bringing a claim and authorized the claim to be filed in any court of competent jurisdiction; and

**WHEREAS**, the Act is a non-exclusive remedy, meaning that a claim under the Act may be brought independently of any other employment-related claim; and

**WHEREAS**, it is in the interest of county and municipal governments in promoting the safety of their citizens to deal with these offenders quickly and effectively; and

**WHEREAS**, current state and federal law provided for legal remedies against employers for prohibited activities, including retaliation-based claims; and

**WHEREAS**, county and municipal governments have experienced a significant increase in the number of employment-related lawsuits that include a whistleblower claims; and

**WHEREAS**, portions of the Act are vague and subject to multiple interpretations.

**NOW THEREFORE BE IT RESOLVED** that the New Mexico Association of Counties supports legislation that would amend the Whistleblower Protection Act to better define the definition of "good faith" by requiring some minimal threshold of evidence for an employee to file a claim under the Act; and

**BE IT FURTHER RESOLVED** that the Act be amended to narrow the definition of "retaliatory action" as the current definition encompasses any "adverse employment action against a public employee"; and

**BE IT FURTHER RESOLVED** that the Act be amended to limit "unlawful or improper act(s)" to violations of state or federal law; and

**BE IT FURTHER RESOLVED** that the Act be amended to narrow the universe of individuals to whom a complaint may be communicated as a precondition to filing a claim under the Act.

Signed



NMAC Managers Affiliate Chair

Date 6/24/2016

**NEW MEXICO ASSOCIATION OF COUNTIES**  
**911 DIRECTORS AFFILIATE RESOLUTION #1 2016**

-Short Title or Subject: New Mexico 911 Act Revision

Affected Affiliates: 911, Managers, Commissioners, Fire and Emergency Managers, GIS/RA, Sheriffs

Impact on County Revenues/Finances: Counties will bear the costs for all 911 center equipment and training that the fund does not cover

Legislative Resolution or Non-Legislative Resolution or Resolution for Congressional Delegation: (circle one)

Requested as NMAC Legislative Priority for 2017 Session: Yes or No (circle one)

**WHEREAS**, 93-9D NMSA 1978 provides that a surcharge be paid by all landline and wireless customers in New Mexico, to provide 911 equipment and training for New Mexico's 47 public safety answering points (PSAP's) and

**WHEREAS**, the revenue generated from the 911 surcharge declines at a rate of 3.25% annually due to a decrease in landline customers and an increase in emerging technology including, but not limited to, prepaid wireless and voice over internet protocol, and

**WHEREAS**, prepaid wireless and voice over internet protocol customers do not currently pay the 911 surcharge, but receive the same quality of 911 service as the customers who pay the surcharge, and

**WHEREAS**, HB 328 was introduced during the 2011 New Mexico legislative session as a NMAC priority and was passed by both the House and the Senate before being vetoed by the Governor, and

**WHEREAS**, HB 126 was introduced during the 2015 New Mexico legislative session with the endorsement of the Science, Technology and Telecommunications Interim Committee; and

**WHEREAS**, the NMAC Healthcare Policy Committee has endorsed this resolution and supports the request to bring this bill forward during the 2017 legislative session as an NMAC priority;

**NOW THEREFORE BE IT RESOLVED** that the New Mexico Association of Counties supports legislation that would amend the 911 surcharge statute (63-9D, NMSA 1978) to ensure all technologies utilizing 911 services are contributing equally to the New Mexico 911 fund.

  
911 Directors Affiliate Chair

Date 6/24/2016

**NEW MEXICO ASSOCIATION OF COUNTIES**  
**CRIMINAL JUSTICE REFORM POLICY COMMITTEE RESOLUTION #1**

*Short Title or Subject: Forfeitures*

*Affected Affiliates: Sheriffs*

*Impact on County Revenues/Finances:*

*Legislative Resolution or Non-Legislative Resolution or Resolution for Congressional Delegation: (circle one)*

*Requested as NMAC Legislative Priority for 2017 Session: Yes or No (circle one)*

**WHEREAS**, comprehensive amendments were made to the New Mexico Forfeiture Act in 2014, several of which have had some unintended consequences detrimental to law enforcement operations; and

**WHEREAS**, the amended Act, among other things, provides that the sheriff's office is responsible for holding all abandoned property, not just seized property, within the county, and is required to deliver all abandoned property to the state treasurer; requires that property be returned to the claimant if the property is the only reasonable means for a defendant to pay for legal representation and provides that the value of the property is calculated to include any hardship to the claimant; allows a person to petition the court at any time following conclusion of a forfeiture proceeding to determine whether the forfeiture was unconstitutionally excessive; requires that forfeited currency and all sale proceeds be distributed only to the state general fund and nothing to the county or law enforcement agencies, regardless of whether they incurred costs and expenses related to the investigation, seizure, storage, protection, and transfer of the property; requires return of property even if the claimant should have known that the act giving rise to the forfeiture was criminal; and doesn't allow the law enforcement agency to retain forfeited property under any circumstances; and

**WHEREAS**, the sheriffs affiliate is committed to making needed improvements to make the Act more reasonable and equitable.

**NOW THEREFORE BE IT RESOLVED** that the New Mexico Association of Counties supports legislation that would amend the Forfeiture Act to support appropriate use of forfeiture, to remove unreasonable burdens placed upon law enforcement agencies, to allow law enforcement agencies to retain forfeited property under limited circumstances, and to ensure that the due process rights of the parties involved are honored.



Signed \_\_\_\_\_  
NMAC Criminal Justice Reform Policy Committee Chair

Date 7/14/2016

NEW MEXICO ASSOCIATION OF COUNTIES

ECONOMIC DEVELOPMENT & INFRASTRUCTURE POLICY COMMITTEE RESOLUTION #1

Short Title or Subject: Capital Outlay for Use by Non-Governmental Entities

Affected Affiliates: Commissioners, Managers, and others

Impact on County Revenues/Finances: Could be significant

Legislative Resolution or Non-Legislative Resolution or Resolution for Congressional Delegation: (circle one)

Requested as NMAC Legislative Priority for 2017 Session: Yes or No (circle one)

**WHEREAS**, the New Mexico State Legislature appropriates capital outlay funds to various non-governmental entities, such as not-for-profit or non-profit agencies;

**WHEREAS**, the State of New Mexico funds capital outlay projects with Severance Tax Bonds, resulting in increased regulations and responsibilities for the County to comply with State-imposed conditions in regards to contracts, anti-donation issues, contract monitoring, accounting, and reporting requirements;

**WHEREAS**, the State of New Mexico requires the local government to own all property, equipment, or vehicles and lease to any non-governmental entity the property, equipment, or vehicles purchased with capital outlay funds in a manner that meets the value of the capital outlay appropriated and does not violate the anti-donation clause as interpreted by the State Attorney General's Office;

**WHEREAS**, the Attorney General's Office and the State Department of Finance require all conditions set by both agencies to be met prior to executing grant agreements and starting the capital outlay purchasing and/or project implementation, resulting in average time periods of three (3) months to over one (1) year to satisfactorily meet all conditions and begin the process of expending the capital outlay funds;

**WHEREAS**, the increased regulations to expend capital outlay funds have greatly burdened the County with administrative and staff costs required to administer the process which are not eligible for reimbursement using capital outlay funding; and

**WHEREAS**, the State of New Mexico requires the County to budget for, and fund all capital outlay projects "up front," after which the County will be reimbursed by the State of New Mexico if the State approves the request for payment;

**WHEREAS**, the State of New Mexico grants capital outlay to the County and holds the County responsible for meeting all requirements throughout the life cycle of the grant, and should requirements not be met, the State will not reimburse the County;

**WHEREAS**, "up front" funding and assuring regulatory compliance of third-party non-government entities create significant risks to the County's fund balance; and

**WHEREAS**, any use of County funds for "up-front" funding of non-governmental agencies' capital outlay requests; the purchasing of additional land or buildings for exclusive use by non-governmental agencies; the purchasing of information technology equipment or vehicles that depreciate to the point of obsolescence by the County once the lease term is completed; should be reviewed for its compliance with the County's Strategic Plan, and evaluated for project viability, risk to County funds, and potential recurring costs.

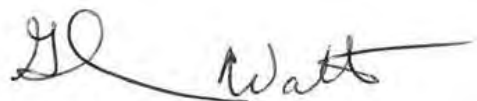
**NOW THEREFORE BE IT RESOLVED** that the New Mexico Association of Counties supports legislation that would recommend that acceptance of State of New Mexico Capital Outlay funds on behalf of non-governmental entities should require approval of the local Board of Commissioners prior to submission to any member of the State Legislature; and

**BE IT FURTHER RESOLVED** that any project presented by non-governmental entities shall be reviewed for its fiscal impact to the County's current and recurring finances; and

**BE IT FURTHER RESOLVED** that the local County Commissioners suspend acceptance of 2017 Legislative Session, State of New Mexico Capital Outlay funds, on behalf of a non-governmental entity, for:

1. Purchase of vehicles and information technology;
2. Any capital outlay expenditure less than \$50,000.

**ADDITIONALLY BE IT FURTHER RESOLVED** that the local County Commissioners shall approve the collection of a three percent (3%) administrative fee based on the amount of capital outlay, from any non-governmental entity with whom the County enters into an agreement to expend State of New Mexico Capital Outlay funds beginning with the 2017 State Legislative Session appropriations. The administrative fee may be waived or modified by majority vote of the local County Commission.



NMAC Economic Development & Infrastructure  
Policy Committee Chair

6/23/2016

Date



## NEW MEXICO ASSOCIATION OF COUNTIES

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### 2017 NMAC POSITION STATEMENTS

The following eight position statements were supported by the NMAC Board of Directors for the 2017 session. These position statements will provide the NMAC legislative team with direction on issues that may arise during the session.

- **Restoring Detention Facility Reimbursement Fund**

Support an increase in the 2016 General Appropriations Act to fund the County Detention Facilities Reimbursement Act for the actual cost of holding the three categories of prisoners specified under the Act.

- **Protecting County Funding of Health Care**

Support county autonomy and discretion to utilize the county imposed Indigent Health Care gross receipts tax revenues; support county participation in discussions and planning regarding the Safety Net Care Pool (SNCP), Medicaid, and other health services; and oppose increasing the financial burden on counties to fund health care initiatives.

- **County and State Collaboration**

Ensure that counties have formal representation and voting membership on all state oversight boards involving the LDWI program and indigent health care; assurance that county obligations to low income non-Medicaid eligible residents continue to be met; require transparent and accountable reporting from HSD, hospitals, MCOs, and all others receiving county funding; and assurance that current or better levels of service are met.

- **Capital Outlay Reform**

Support legislation, processes, and rule changes that would help reform the legislative capital outlay process to make it more transparent, efficient, and effective.

- **Economic Development Job Growth**

Support economic development and job growth throughout New Mexico that would: maintain state Local Economic Development Act funding at \$50 million, maintain Job Training Incentive Program funding at \$10 million, appropriate \$5 million for local Economic Development Commission staff augmentation, appropriate \$2 million for the NM Partnership, and appropriate \$2 million to the Rapid Workforce Deployment program.





## NEW MEXICO ASSOCIATION OF COUNTIES

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- **Affordable High-Speed Connectivity Services**

Continue to study connectivity enhancement, ascertain local community needs, and coordinate efforts to facilitate the development of affordable high-speed internet access for all New Mexicans and infrastructure sufficient to meet the needs of communities, economic development, education, government, healthcare, and public safety.

- **LDWI Funding For Local Programs**

Oppose funding Drug Court Programs from the LDWI grant fund.

- **Transfer of LDWI Program from DFA to HSD**

Oppose the transfer of the LDWI Grant Program from DFA to HSD.



## NEW MEXICO ASSOCIATION OF COUNTIES

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### Memorandum

**Date:** August 10, 2016  
**To:** Board of Directors, Commissioners, Sheriffs, Managers, Attorneys, E911 Directors, Criminal Justice Reform Policy Committee members, and Economic Development & Infrastructure Policy Committee members  
**From:** Steve Kopelman, NMAC Executive Director  
**Re:** Protocol for Board of County Commissioners Priority Issue Meetings

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In an effort to promote communication among NMAC and the 33 counties, NMAC requests that Board members do three things: 1) present the 2017 NMAC legislative priorities to their respective Board of County Commissioners for consideration and endorsement by resolution at the earliest possible date, 2) notify Susan Mayes, [smayes@nmcounties.org](mailto:smayes@nmcounties.org), of the date on which the priorities will be on their agenda, and 3) report to the NMAC Board of Directors at the meeting on October 14, 2016 on their Commission meeting discussion.

The Commissioners, Sheriffs, Managers, Attorneys, E911 Directors, Criminal Justice Reform Policy Committee members, and Economic Development & Infrastructure Policy Committee members in each county should be able to serve as resources on their specific resolutions. They should be notified in advance of the Commission meeting.

In addition, attached are eight position statements supported by the Board in preparation of the 2017 Legislative session. These position statements will provide the NMAC legislative team with direction on issues that may arise during the session.

Please contact me if you have any questions on the legislative priorities

*Attachments: 1) packet of NMAC's four legislative priority resolutions and position statements with back-up material and 2) template of Board of County Commissioners support resolution*

**A Resolution Supporting the 2017 Legislative Priorities of the  
New Mexico Association of Counties**

**WHEREAS**, in August 2016, the Board of Directors of the New Mexico Association of Counties approved four legislative priorities for consideration by the New Mexico Legislature at its 2017 regular legislative session; *and*

**WHEREAS**, NMAC has requested that the Board of County Commissioners in each of the state's 33 counties discuss and approve a resolution supporting NMAC's legislative priorities; *and*

**WHEREAS**, this is an important step in assuring maximum understanding of, and support for, NMAC's legislative priorities at the county level; *and*

**WHEREAS**, the adoption of such resolutions will enable NMAC to demonstrate to the state legislature strong local and statewide support for NMAC's legislative priorities; *and*

**WHEREAS**, the legislative priorities include support for legislation on the following four issues:

- **Whistleblower Protection Act**

Support amendments to, among other things, better define the definition of "good faith" by requiring some minimal threshold of evidence to file a claim, narrow the definition of "retaliatory action," limit "unlawful or improper act(s)" to violations of state or federal law, and narrow the universe of individuals to whom a complaint may be communicated as a precondition to filing a claim.

- **New Mexico 911 Act Revision**

Support an amendment to the 911 surcharge statute (63-9D, NMSA 1978) to ensure all technologies utilizing 911 services are contributing equally to the New Mexico 911 fund.

- **Forfeiture Act**

Support amendments to the Forfeiture Act that remove unreasonable burdens placed on law enforcement agencies, allow law enforcement agencies to retain forfeited property under limited circumstances, clarify appropriate use of forfeiture, and ensure that due process rights of parties involved are honored.

- **Capital Outlay for Non-Governmental Entities**

Support recommendations that allow local Board of County Commissioners to: accept, approve, and review non-governmental entities' capital outlay funds and their fiscal impacts to county's finances prior to submission to the state legislature; suspend acceptance of 2017 legislative session capital outlay funds for purchase of vehicles, information technology, and any capital outlay expenditure of less than \$50,000; and authorize the collection of a 3% administrative fee.

**NOW, THEREFORE, BE IT RESOLVED** that the [County Name] Board of County Commissioners does hereby support the legislative priorities of the New Mexico Association of Counties as set forth above, and urges that legislation incorporating these priorities be enacted by the state legislature during its 2017 regular session.

**ADOPTED** this [day] of [Month], 2016.

**BOARD OF COUNTY COMMISSIONERS OF  
[COUNTY NAME], NEW MEXICO**

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[Name], Chair, District [#] For / Against

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[Name], District [#] For / Against

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[Name], District [#] For / Against

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[Name], District [#] For / Against

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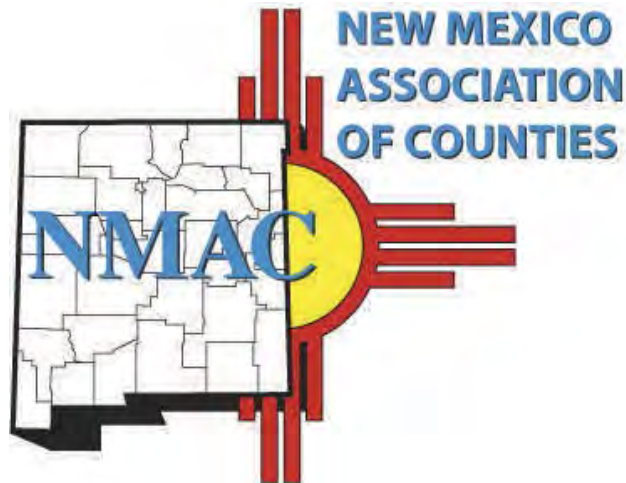
[Name], District [#] For / Against

ATTEST:

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[Name]  
County Clerk

# **New Mexico Association of Counties**



## **2017 NMAC Legislative Priorities And Position Statements**

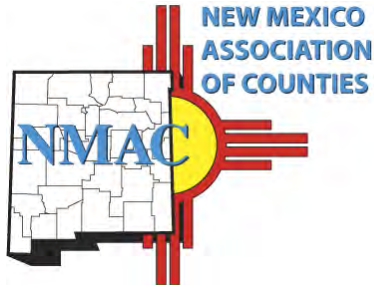
**As approved by the  
NMAC Board of Directors  
August 4, 2016**

**THE NEW MEXICO ASSOCIATION OF COUNTIES  
EXECUTIVE COMMITTEE (as of August 8, 2016)**

<b>Officers</b>	<b>District Representatives</b>
Tyler Massey, President Hidalgo County Treasurer	Carol Bowman-Muskett, District One McKinley County Commissioner
Susan Flores, President Elect Otero County Commissioner	Gabriel J. Romero, District Two Taos County Commissioner
Rebecca Long, Vice President Lea County Commissioner	Susan Griffin, District Three Catron County Assessor
Sharon Stover, Past President Los Alamos County Clerk	Patrick Martinez, District Four Guadalupe County Clerk
Nicolas T. Leger, Treasurer (Ex-Officio) San Miguel County Commissioner	Linda Smrkovsky, District Five Luna County Commissioner
Steve Kopelman (Ex-Officio) NMAC Executive Director	James Duffey, District Six Chaves County Commissioner

**THE NMAC BOARD OF DIRECTORS (as of August 8, 2016)**

Tanya Giddings, Bernalillo County	Carol Bowman-Muskett, McKinley County
Susan Griffin, Catron County	Paula Garcia, Mora County
James Duffey, Chaves County	Steven Boyle, Otero County
Corrine Padilla, Cibola County	Mike Cherry, Quay County
Bill Sauble, Colfax County	Barney Trujillo, Rio Arriba County
Wesley Waller, Curry County	Malin Parker, Roosevelt County
Becky Harris, De Baca County	Scott Eckstein, San Juan County
David Garcia, Doña Ana County	Nicolas T. Leger, San Miguel County
Glenn Collier, Eddy County	Glenn Walters, Sandoval County
Ron Hall, Grant County	Liz Stefanics, Santa Fe County
Patrick Martinez, Guadalupe County	Kenneth C. Lyon, Sierra County
Phillip Trujillo, Harding County	Danny Monette, Socorro County
Marianne Stewart, Hidalgo County	Gabriel J. Romero, Taos County
Rebecca Long, Lea County	Betty Cabber, Torrance County
Rhonda Burrows, Lincoln County	Mary Lou Harkins, Union County
Sharon Stover, Los Alamos County	Jhonathan Aragon, Valencia County
Linda Smrkovsky, Luna County	
<b>Ex-Officio members:</b>	
Nicolas T. Leger, Treasurer	Susan Flores, WIR Board Member
Liz Stefanics, NACo Board Member	Wendell Bostwick, Multi-Line Pool Board Representative
Tyler Massey, NACo Board Member	Billy G. Garrett, Workers' Compensation Pool Board Representative
Danny Monette, WIR Board Member	Steve Kopelman, Executive Director



## **2017 NMAC LEGISLATIVE PRIORITY PROCESS**

### **May Advisory Council Meeting**

- Affiliates present legislative and position resolutions.

### **June Annual Conference**

- Affiliates submit legislative and position resolutions during Conference.
- Non-elected official affiliates submit legislative and position resolutions through the Managers Affiliate for endorsement.

### **July Legislative Committee Meeting**

- Review of affiliate legislative and position resolutions to determine that there is countywide impact and statewide significance and make recommendations to the Board at the August meeting.

### **August Board Meeting**

- Endorse legislative resolutions to be considered as priorities and then voted on by the Board, which selects a limited number of resolutions as NMAC legislative priorities.

### **October Board Meeting**

- Board members report on local Board of County Commissions' action on NMAC legislative priorities.

403. **Political Activity:** The rules for engagement in political activity by County employees follow the provisions in Federal code pursuant to the *Hatch Act* (5 U.S.C. 1501-1508). The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and local employees who work in connection with federally funded programs.

A. **Allowability—Off Time.** All employees, on their own time, may engage in political activities.

B. **Prohibition.** All employees are prohibited from:

1. Using official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office or for any other political purpose;
2. Directly coercing, attempting to coerce, commanding, or advising an employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purpose;
3. Threatening to deny promotion to any employee who does not vote for certain candidates, requiring employees to contribute a percentage of their pay to a political fund, influencing subordinate employees to buy tickets to political fund raising events, advising employees to take part in political activity and matters of a similar nature;
4. Engaging in political activity while on duty;
5. Functioning as an officer of a political organization while on duty;
6. Service or prospective service as an elected official deemed by County Management to be in conflict with the employee's duties and responsibilities with the County, and/or
7. Serving as both a County employee and as a holder of or candidate for public office in a manner that violates the provisions of the Hatch Act, which applies to County employees whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by an agency of the United States government.

C. **Candidate for County Office.** Except as provided in State Statute with respect to elective department head positions, any non-elected employee who chooses to run for political office within Cibola County government shall resign, take vacation, or leave without pay for the twenty (20) working days immediately preceding the primary election day, and if successful, for the twenty (20) working days immediately preceding the general election day.

D. **Elective Office—Determination of Conflict.** If County Management determines that an employee's service in elective office conflicts with the employee's duties and responsibilities to the County, the employee shall resign his or her employment upon winning the election.





# ***Preliminary 2016-2017 Budget***

FISCAL YEAR 2017

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# FINAL COUNTY BUDGET RECAPITULATION

FISCAL YEAR 2017  
**CIBOLA COUNTY**  
 07/01/2016 TO 06/30/2017



CLASSIFICATION OF COUNTY: "B-OVER"

	2016 Estimated VALUATIONS	OPERATING TAX RATE	PRODUCTION
RESIDENTIAL	\$ 122,797,933	0.008718	\$ 1,070,552
NON RESIDENTIAL	\$ 190,290,865	0.011850	\$ 2,254,947
	\$ 313,088,798		Subtotal \$ 3,325,499
		Collection Rate 85%	
		TOTAL PRODUCTION	\$ 2,826,674

Number of Employees:  
 FTE: 137  
 TEMP: 12  
 TOTAL: 149

POPULATION  
 (2010 CENSUS)  
 27,213

FUND (1)	CODE (2)	IN DOLLARS					LGD Required Minimum Cash Reserve
		ESTIMATED UNAUDITED BEGINNING CASH BALANCE (3)	ESTIMATED BUDGETED FUND REVENUES (4)	ESTIMATED BUDGETED FUND TRANSFERS (5)	ESTIMATED BUDGETED FUND EXPENDITURES (6)	ESTIMATED ENDING FUND CASH BALANCE (7)	
GENERAL	401	152,928	4,090,908	1,855,697	6,099,533	-	1,611,834
COMMUNITY SERVICES FUND	501	-	-	341,804	341,804	-	
RESERVE	405	5,341,064	1,912,500	(5,039,421)	6,000	2,208,143	
ROAD	402	699,184	1,545,835	442,977	2,481,227	206,769	206,769
FARM & RANGE	403	8,323	5,525	16,475	22,000	8,323	
INDIGENT	406	990,663	450,000	-	740,000	700,663	
VFD - SAN RAFAEL	407	12,925	50,448	7,000	70,373	-	
VFD - BLUEWATER	408	6,107	75,667	7,000	88,774	-	
VFD - LOBO CANYON	409	25,035	50,448	(9,776)	65,707	-	
VFD - CEBOLLETA	410	-	-	-	-	-	
EMS - CANDY KITCHEN	411	4,240	-	-	-	4,240	
EMS - MT. TAYLOR	412	1,528	14,653	-	16,181	-	
EMS - LAGUNA	413	25,461	-	-	25,461	-	
EMS - ACOMA	414	7,505	-	-	7,505	-	
EMS - PINEHILL	415	5,759	10,527	-	16,286	-	
VFD - FENCE LAKE	416	45,073	50,448	7,000	60,033	42,488	
VFD - CANDY KITCHEN	418	42,839	70,371	(38,188)	33,125	41,897	
VFD - LAGUNA	419	440,894	253,550	7,000	701,444	-	
EMS - ACOMA/LAGUNA/CANONCITO	420	7,795	-	-	7,795	-	
EMS - BLUEWATER	423	13,621	-	-	-	13,621	
VFD - CUBERO	424	131,223	50,448	86,210	267,881	-	
EMS-CUBERO	425	4,543	3,000	-	7,543	-	
EMS-PHI Air Medical Group - Grants Base	426	-	-	-	-	-	
CONSOLIDATED DISPATCH	435	5,784	405,723	344,012	749,539	5,980	
COUNTY DWI - SPECIAL GRANT	438	-	41,000	-	41,000	-	
COUNTY DWI-DISTRIBUTION	439	117,061	254,308	-	269,450	101,919	
COUNTY FIRE PROTECTION EXCISE TAX	475	406,829	130,000	(135,000)	90,000	311,829	
CLERK RECORDING & FILING	500	132,732	27,000	-	34,700	125,032	
OSAP	502	-	100,000	-	100,000	-	
IJAC	503	-	135,616	30,825	166,441	-	
CDBG	552	221,916	-	-	-	221,916	
BOND FUND 2006 A&B	561	1,000,128	1,083,538	-	1,083,538	1,000,128	
BOND SINKING FUND	562	-	-	-	-	-	
CONSTRUCTION FUND	563	7,869,280	25,000	549,716	8,443,996	-	
2014A BOND RESERVE	565	524,482	-	-	-	524,482	
2014B BOND RESERVE	566	742,400	-	-	-	742,400	
2014A BOND FUND	567	-	-	521,381	521,381	-	
2014B BOND FUND	568	-	-	741,706	741,706	-	
BOND INCOME FUND 2014A	569	-	900,000	(900,000)	-	-	
BOND INCOME FUND 2014B	570	-	1,175,000	(1,150,000)	25,000	-	
NMFA LOANS FUND	575	20,022	-	(20,022)	-	-	
SPOKES	601	-	-	-	-	-	
CIBOLA COUNTY ADMIN EMS	602	-	9,000	-	9,000	-	
EMERGENCY MANAGEMENT	603	-	19,203	84,852	104,055	-	
FIRE MARSHAL	604	-	67,703	-	67,703	-	
LAW ENFORCEMENT PROTECTION	605	50,334	28,400	-	28,400	50,334	
NM CLEAN & BEAUTIFUL FUND	612	-	3,500	-	3,500	-	
CARE OF PRISONERS	614	-	2,427,805	2,099,819	4,527,624	-	
FULL COMPLIANCE PROGRAM	615	-	22,820	81,183	104,003	-	
REAPPRAISAL	620	320,072	55,000	-	55,000	320,072	
COMPUTER EQUIP & SOFTWARE	630	870	-	(870)	-	-	
VFD LOAN FUND	632	134	-	68,620	68,754	-	
NMFA GRANT FOR SOLO WORKS	633	-	25,000	-	25,000	-	
CAPITAL OUTLAY PROJECTS	651	386,247	-	-	305,000	81,247	
AGENCY DISTRIBUTION FUND	800	320,388	-	-	-	320,388	
<b>TOTALS</b>		<b>20,085,389</b>	<b>15,569,944</b>	<b>0</b>	<b>28,623,462</b>	<b>7,031,871</b>	

This column should  
 always total to zero.

FY17 (2016-17 Operating Budget)											
Fund: 401 General Fund - Revenues											
FISCAL YEAR 2017	Description	2013 - 2014 Actual	2013 - 2014 Budget	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2014 - 2015 9mon w/encumb	2015 - 2016 Budget	2015 - 2016 Annualized	2015 - 2016 Annualized w/encumb	2016 - 2017 Budget
401-10-310-01000	Current Property Taxes	\$ 2,454,071	\$ 2,370,087	\$ 2,877,352	\$ 2,348,718	\$ 1,873,939	\$ 1,794,893	\$ 2,910,942	\$ 2,498,585	\$ 2,393,191	\$ 2,826,674
401-10-310-02000	Delinquent Property Taxes	\$ 273,014	\$ 240,000	\$ 686,511	\$ 240,000	\$ 249,581	\$ 1,794,894	\$ 240,000	\$ 332,775	\$ 2,393,192	\$ 240,000
401-10-310-05000	Penalty & Interest	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 65,650	\$ 1,794,895	\$ 50,000	\$ 87,533	\$ 2,393,193	\$ 50,000
401-10-310-09000	Property Tax Administrative Fee	\$ 4,991	\$ 2,500	\$ 7,086	\$ 2,500	\$ 132	\$ 1,794,896	\$ 2,500	\$ 176	\$ 2,393,195	\$ 2,500
401-10-310-62000	Reappraisal Fee (1% Current Taxes)	\$ 27,141	\$ 26,000	\$ 38,096	\$ 26,000	\$ 41,143	\$ 1,794,897	\$ 26,000	\$ 54,857	\$ 2,393,196	\$ 26,000
401-15-320-55000	Cigarette Tax 2 Cents	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,794,898	\$ -	\$ -	\$ 2,393,197	\$ -
401-21-330-15000	Liquor Licenses	\$ 2,100	\$ 1,500	\$ 1,500	\$ 400	\$ 30	\$ 1,794,899	\$ 400	\$ 40	\$ 2,393,199	\$ 400
401-21-330-16000	Merchandise License	\$ 3,900	\$ 3,000	\$ 3,810	\$ 3,000	\$ 2,975	\$ 1,794,900	\$ 3,000	\$ 3,967	\$ 2,393,200	\$ 3,000
401-21-330-25000	Subdivision Fees	\$ 400	\$ 600	\$ 1,300	\$ 300	\$ 1,000	\$ 1,794,901	\$ 300	\$ 1,333	\$ 2,393,201	\$ 300
401-24-330-26100	Refunds	\$ 3,753	\$ -	\$ 3,201	\$ -	\$ 2,526	\$ 1,794,902	\$ -	\$ 3,368	\$ 2,393,203	\$ -
401-24-330-26200	Reimbursement	\$ 11,861	\$ 821,152	\$ 11,448	\$ -	\$ 19,709	\$ 1,794,903	\$ -	\$ 26,279	\$ 2,393,204	\$ -
401-20-340-21000	County Clerk's Fees	\$ 18,751	\$ 20,000	\$ 17,733	\$ 18,000	\$ 11,597	\$ 1,794,904	\$ 18,000	\$ 15,463	\$ 2,393,205	\$ 18,000
401-20-340-21100	Election Service Fees	\$ 2,997	\$ 5,000	\$ 21,200	\$ 5,000	\$ 17,050	\$ 1,794,905	\$ 5,000	\$ 22,733	\$ 2,393,207	\$ 5,000
401-22-340-23000	Sheriff's fees	\$ 15,104	\$ 7,500	\$ 7,115	\$ 9,000	\$ 6,087	\$ 1,794,906	\$ 9,000	\$ 8,116	\$ 2,393,208	\$ 9,000
401-20-340-45000	Xerox Machine & Other	\$ 9,214	\$ 12,000	\$ 18,492	\$ 7,500	\$ 9,116	\$ 1,794,907	\$ 7,500	\$ 12,155	\$ 2,393,209	\$ 7,500
401-19-340-53000	Motor Vehicle	\$ 59,619	\$ 25,000	\$ 59,824	\$ 35,000	\$ 35,704	\$ 1,794,908	\$ 35,000	\$ 47,605	\$ 2,393,211	\$ 35,000
401-20-340-54000	Notary Public Fees	\$ 215	\$ -	\$ -	\$ -	\$ -	\$ 1,794,909	\$ -	\$ -	\$ 2,393,212	\$ -
401-22-350-22000	Probate Judge's Fees	\$ 1,770	\$ 1,000	\$ 1,320	\$ 1,000	\$ 1,140	\$ 1,794,910	\$ 1,000	\$ 1,520	\$ 2,393,213	\$ 1,000
401-23-360-18000	Interest on Investments	\$ 143,637	\$ 15,000	\$ 16,473	\$ 7,500	\$ 3,611	\$ 1,794,911	\$ 7,500	\$ 4,815	\$ 2,393,215	\$ 7,500
401-24-360-27000	Insurance Recoveries	\$ 125,832	\$ 75,000	\$ 88,572	\$ -	\$ 17,132	\$ 1,794,912	\$ -	\$ 22,843	\$ 2,393,216	\$ -
401-20-360-29000	County Property Rental	\$ 216,419	\$ 180,000	\$ 256,336	\$ 240,000	\$ 151,014	\$ 1,794,913	\$ 240,000	\$ 201,352	\$ 2,393,217	\$ 240,000
401-15-360-30800	Environmental Protection Tax	\$ 97,506	\$ 73,034	\$ 111,518	\$ 73,034	\$ 85,244	\$ 1,794,914	\$ 73,034	\$ 113,659	\$ 2,393,219	\$ 73,034
401-24-360-34000	Sale of County Property	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 1,794,915	\$ -	\$ -	\$ 2,393,220	\$ -
401-15-360-41000	Gross Receipts County Share	\$ 1,105,661	\$ 1,100,000	\$ 796,602	\$ 1,100,000	\$ 350,812	\$ 1,794,916	\$ 440,000	\$ 467,749	\$ 2,393,221	\$ 450,000
401-15-360-41100	GRT Infra-structure	\$ 67,493	\$ 50,000	\$ 73,158	\$ 60,000	\$ 60,402	\$ 1,794,917	\$ 60,000	\$ 80,536	\$ 2,393,223	\$ 70,000
401-15-360-41200	GRT Equalization	\$ 517,829	\$ 525,000	\$ 512,273	\$ 600,000	\$ 534,482	\$ 1,794,918	\$ -	\$ 712,643	\$ 2,393,224	\$ -
401-20-360-48000	Mapping Fees	\$ 640	\$ -	\$ 938	\$ -	\$ 598	\$ 1,794,919	\$ -	\$ 797	\$ 2,393,225	\$ -
401-20-360-49100	Vector Control	\$ 30,559	\$ 7,000	\$ -	\$ 3,000	\$ -	\$ 1,794,920	\$ 3,000	\$ -	\$ 2,393,227	\$ 3,000
401-20-370-58000	OHV Grant	\$ -	\$ -	\$ 4,791	\$ 7,000	\$ -	\$ 1,794,921	\$ 7,000	\$ -	\$ 2,393,228	\$ 7,000
401-17-370-59200	Small Counties Assistance	\$ 240,000	\$ 210,000	\$ 29,000	\$ 225,000	\$ 274,000	\$ 1,794,922	\$ -	\$ 365,333	\$ 2,393,229	\$ -
401-20-370-65200	Forest Reserve	\$ 8,250	\$ 15,000	\$ -	\$ 16,000	\$ -	\$ 1,794,923	\$ 16,000	\$ -	\$ 2,393,231	\$ 16,000
401-18-370-65300	Forest Reserve - Secure Rural Schools & CSD Act	\$ 205,884	\$ 225,000	\$ -	\$ -	\$ -	\$ 1,794,924	\$ -	\$ -	\$ 2,393,232	\$ -
Total Revenue		\$ 5,648,611	\$ 6,135,373	\$ 5,645,649	\$ 5,077,952	\$ 3,814,674	\$ 57,437,072	\$ 4,155,176	\$ 5,086,232	\$ 76,582,763	\$ 4,090,908
TRANSFERS:											
401-499-569	From 2014A Income Fund to GF										\$ 378,619
401-499-570	From 2014B Income Fund to GF										\$ 408,294
401-499-405	From 405 to 401										\$ 1,068,784
Total Transfers		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,855,697
Total General Fund Revenues		\$ 11,297,222	\$ 12,270,746	\$ 11,291,298	\$ 10,155,904	\$ 7,629,348	\$ 114,874,144	\$ 8,310,352	\$ 10,172,464	\$ 153,165,526	\$ 5,946,605

FY17 (2016-17 Operating Budget)								
Fund: 401			County Commission			Department: 401		
FISCAL YEAR	Description	2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017	
2017		Actual	Budget	Actual 9 Mo.	Budget	Annualized	Budget	
401-001-401-00001	Elected Officials Salaries	\$ 117,585	\$ 117,584	\$ 79,122	\$ 121,010	\$ 105,496	\$ 126,149	
401-001-401-00007	Telephone & Telegraph	\$ 5,767	\$ 5,000	\$ 2,136	\$ 5,000	\$ 2,848	\$ 5,000	
401-001-401-00008	Printing & Publishing	\$ 4,994	\$ 1,500	\$ 1,415	\$ 1,500	\$ 1,887	\$ 1,500	
401-001-401-00009	Office Supplies	\$ 905	\$ 600	\$ 439	\$ 600	\$ 585	\$ 600	
401-001-401-00010	Mileage & Per Diem	\$ 12,882	\$ 16,000	\$ 12,157	\$ 16,000	\$ 16,209	\$ 8,000	
401-001-401-00028	Capital Outlay	\$ 52,308	\$ 162,000	\$ -	\$ -	\$ -	\$ -	
401-001-401-00039	Incidental Pay	\$ -	\$ 65,000	\$ -	\$ -	\$ -	\$ -	
401-001-401-00042	Official Bonds	\$ 1,196	\$ -	\$ -	\$ -	\$ -	\$ -	
401-001-401-00062	Financial Audit	\$ 55,668	\$ 60,000	\$ -	\$ 60,000	\$ -	\$ 60,000	
401-001-401-00063	PERA	\$ 9,905	\$ 10,759	\$ 5,916	\$ 11,073	\$ 7,888	\$ 11,544	
401-001-401-00064	Social Security	\$ 7,084	\$ 7,292	\$ 4,704	\$ 7,504	\$ 6,272	\$ 7,822	
401-001-401-00065	Group Insurance	\$ 37,478	\$ 36,158	\$ 29,531	\$ 44,321	\$ 39,375	\$ 67,435	
401-001-401-00066	Workers' Comp. Deduction	\$ 46	\$ 50	\$ 23	\$ 50	\$ 31	\$ 50	
401-001-401-00067	Property & Liability Insurance	\$ 106,299	\$ 400,000	\$ 92,622	\$ 100,500	\$ 123,496	\$ 100,500	
401-001-401-00068	Medicare Tax	\$ 1,657	\$ 1,705	\$ 1,100	\$ 1,755	\$ 1,467	\$ 1,830	
401-001-401-00069	Membership Dues	\$ 39,686	\$ 35,000	\$ 31,615	\$ 45,000	\$ 42,153	\$ 45,000	
401-001-401-00081	Retire Health care	\$ 2,089	\$ 2,353	\$ 1,239	\$ 2,421	\$ 1,652	\$ 2,523	
401-001-401-00071	WC Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-001-401-00088	Library	\$ 7,083	\$ 7,500	\$ 5,417	\$ 8,000	\$ 7,223	\$ 8,000	
401-001-401-00089	Senior Citizens	\$ 28,000	\$ 28,000	\$ 18,667	\$ 28,000	\$ 24,889	\$ 28,000	
401-001-401-00098	Training & Staff Development	\$ 2,520	\$ 9,000	\$ 3,045	\$ 9,000	\$ 4,060	\$ 9,000	
401-001-401-00101	Professional Services	\$ 117,921	\$ 100,000	\$ 189,794	\$ 100,000	\$ 253,059	\$ 100,000	
401-001-401-00101	Professional Services	\$ 117,921	\$ 100,000	\$ 189,794	\$ 100,000	\$ 253,059	\$ 100,000	
401-001-401-00123	Contingency	\$ 83,258	\$ 10,000	\$ 28,956	\$ 50,000	\$ 38,608	\$ 50,000	
401-001-401-00126	Unemployment Insurance	\$ 29,299	\$ 200,000	\$ 8,840	\$ 200,000	\$ 11,787	\$ 200,000	
401-001-401-00153	Special Projects:	\$ 161,116	\$ 66,716	\$ 93,407	\$ 100,000	\$ 124,543	\$ 70,000	
401-001-401-11261	Service & Administrative Charges	\$ 29,164	\$ -	\$ 11,786	\$ -	\$ 15,715	\$ -	
401-001-401-00310	Homeless Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-001-401-09320	Forest Reserve - UTV/ATV	\$ 10,295	\$ 20,590	\$ -	\$ 20,590	\$ -	\$ 20,590	
401-001-401-00328	Forest Reserve - FR180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenditures		\$ 1,042,126	\$ 1,462,807	\$ 811,725	\$ 1,032,324	\$ 1,082,302	\$ 1,023,543	

FY17 (2016-17 Operating Budget)								
Fund: 401 County Manager			Department: 402					
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget	
401-004-402-00002	Full Time Salaries	\$ 318,054	\$ 311,674	\$ 260,635	\$ 391,227	\$ 347,513	\$ 417,699	
401-004-402-00004	Temporary Salaries	\$ -	\$ -	\$ 97	\$ -	\$ 129	\$ -	
401-004-402-00005	Overtime Salaries	\$ 10,409	\$ -	\$ 18,122	\$ -	\$ 24,163	\$ -	
401-004-402-00006	Postage	\$ 2,696	\$ 6,500	\$ 5,312	\$ 5,500	\$ 7,083	\$ 6,500	
401-004-402-00007	Telephone & Telegraph	\$ 19,079	\$ 25,000	\$ 8,863	\$ 25,000	\$ 11,817	\$ 25,000	
401-004-402-00008	Printing & Publishing	\$ 1,905	\$ 1,500	\$ 3,416	\$ 2,500	\$ 4,555	\$ 1,500	
401-004-402-00009	Office Supplies	\$ 18,855	\$ 25,000	\$ 25,445	\$ 22,000	\$ 33,927	\$ 25,000	
401-004-402-00010	Mileage & Per Diem	\$ 7,686	\$ 15,000	\$ 4,942	\$ 15,000	\$ 6,589	\$ 7,500	
401-004-402-00011	Car Expense	\$ 307	\$ 6,000	\$ 2,095	\$ 6,000	\$ 2,793	\$ 6,000	
401-004-402-00012	Equipment Maintenance & Repair	\$ 10,917	\$ 7,500	\$ 7,191	\$ 10,500	\$ 9,588	\$ 7,500	
401-004-402-00028	Capital Outlay	\$ -	\$ -	\$ 47,169	\$ 47,169	\$ 62,892	\$ -	
401-004-402-00039	Incidental Pay	\$ 4,501	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-402-00040	Cellular Phone Stipend	\$ 456	\$ 456	\$ 114	\$ 912	\$ 152	\$ 2,880	
401-004-402-00063	PERA	\$ 32,844	\$ 28,520	\$ 27,369	\$ 35,798	\$ 36,492	\$ 38,220	
401-004-402-00064	Social Security	\$ 20,077	\$ 19,324	\$ 16,806	\$ 24,257	\$ 22,408	\$ 25,898	
401-004-402-00065	Group Insurance	\$ 72,984	\$ 81,689	\$ 51,532	\$ 93,266	\$ 68,709	\$ 113,238	
401-004-402-00066	Workers' Comp. Deduction	\$ 61	\$ 74	\$ 35	\$ 80	\$ 47	\$ 90	
401-004-402-00068	Medicare Tax	\$ 4,695	\$ 4,521	\$ 3,930	\$ 5,674	\$ 5,240	\$ 6,058	
401-004-402-00081	Retiree Health Care	\$ 5,670	\$ 6,233	\$ 4,807	\$ 7,824	\$ 6,409	\$ 8,354	
401-004-402-00082	Safety Initiatives & Development	\$ 1,058	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-402-00098	Training & Staff Development	\$ 6,971	\$ 10,000	\$ 12,857	\$ 10,000	\$ 17,143	\$ 10,000	
401-004-402-00123	Contingency	\$ 1,205	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-402-07124	Licenses, Fees, and Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-402-00126	Unemployment Insurance	\$ 1,018	\$ -	\$ 51,915	\$ -	\$ 69,220	\$ -	
401-004-402-00259	Physical Exams	\$ -	\$ -	\$ 168	\$ -	\$ 224	\$ -	
Total Expenditures		\$ 541,448	\$ 548,991	\$ 552,820	\$ 702,707	\$ 737,093	\$ 701,437	

FY17 (2016-17 Operating Budget)								
Fund: 401			Building & Grounds			Department: 403		
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget	
401-010-403-00002	Full Time Salaries	\$ 108,538	\$ 101,342	\$ 73,740	\$ 83,262	\$ 98,320	\$ 147,742	
401-010-403-00004	Temporary Salaries	\$ -	\$ -	\$ 1,591	\$ 28,080	\$ 2,121	\$ -	
401-010-403-00005	Overtime Salaries	\$ -	\$ 1,000	\$ 213	\$ 1,000	\$ 284	\$ 1,000	
401-010-403-00009	Office Supplies	\$ 70	\$ 250	\$ -	\$ 400	\$ -	\$ 400	
401-010-403-00010	Mileage & Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-010-403-00011	Car Expense	\$ 915	\$ 1,200	\$ 789	\$ 1,200	\$ 1,052	\$ 1,500	
401-010-403-00012	Equipment Maintenance & Repair	\$ 233	\$ 400	\$ -	\$ 500	\$ -	\$ 500	
401-010-403-00013	Rental of Equipment	\$ 26	\$ -	\$ -	\$ -	\$ -	\$ -	
401-010-403-00021	Courthouse Repairs	\$ 2,071	\$ 2,000	\$ 779	\$ 3,000	\$ 1,039	\$ 1,500	
401-010-403-00023	Repair to Buildings	\$ 28,693	\$ 35,000	\$ 15,356	\$ 45,000	\$ 20,475	\$ 20,000	
401-010-403-00024	Grounds Maintenance & Improvements	\$ 4,159	\$ 6,000	\$ 1,236	\$ 10,000	\$ 1,648	\$ 5,000	
401-010-403-00025	Utilities	\$ 83,283	\$ 62,000	\$ 52,359	\$ 68,000	\$ 69,812	\$ 68,000	
401-010-403-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-010-403-00039	Incidental Pay	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	
401-010-403-00040	Cellular Phone Stipend	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900	
401-010-403-00046	Janitorial Supplies	\$ 17,963	\$ 18,500	\$ 10,238	\$ 25,000	\$ 13,651	\$ 15,000	
401-010-403-00063	PERA	\$ 11,071	\$ 10,188	\$ 7,233	\$ 10,188	\$ 9,644	\$ 13,520	
401-010-403-00064	Social Security	\$ 6,687	\$ 6,965	\$ 4,563	\$ 6,965	\$ 6,084	\$ 9,223	
401-010-403-00065	Group Insurance	\$ 24,783	\$ 21,609	\$ 17,278	\$ 28,746	\$ 23,037	\$ 61,808	
401-010-403-00066	Workers' Comp. Deduction	\$ 37	\$ 40	\$ 18	\$ 40	\$ 24	\$ 50	
401-010-403-00068	Medicare Tax	\$ 1,564	\$ 1,629	\$ 1,067	\$ 1,629	\$ 1,423	\$ 2,157	
401-010-403-00071	WC Insurance	\$ 3,589	\$ 3,589	\$ 3,362	\$ 3,589	\$ 4,483	\$ 3,589	
401-010-403-00077	Tools & Supplies	\$ 987	\$ 1,000	\$ 432	\$ 2,500	\$ 576	\$ 5,000	
401-010-403-00081	Retiree Health Care	\$ 2,110	\$ 2,226	\$ 1,368	\$ 2,226	\$ 1,824	\$ 2,955	
401-010-403-00098	Training & Staff Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-010-403-00127	Uniforms	\$ -	\$ 500	\$ 202	\$ 500	\$ 269	\$ 500	
401-010-403-00259	Physical Exams	\$ -	\$ -	\$ 29	\$ -	\$ 39	\$ 150	
Total Expenditures		\$ 298,279	\$ 275,438	\$ 191,853	\$ 321,825	\$ 255,805	\$ 360,494	



FY17 (2016-17 Operating Budget)							
Fund: 401		Recording & Filing		Department: 404			
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget
<b>EXPENDITURES:</b>							
401-004-404-00001	Elected Official Salary	\$ 57,265	\$ 57,265	\$ 2,203	\$ 57,265	\$ 2,937	\$ 61,560
401-004-404-00002	Full Time Salaries	\$ 94,758	\$ 99,219	\$ 117,811	\$ 99,219	\$ 157,081	\$ 103,246
401-004-404-00004	Temporary Salaries	\$ -	\$ 4,000	\$ 3,712	\$ 4,000	\$ 4,949	\$ 4,000
401-004-404-00005	Overtime Salaries	\$ 2,057	\$ 2,000	\$ 924	\$ 2,000	\$ 1,232	\$ 2,000
401-004-404-00006	Postage	\$ 471	\$ 500	\$ 309	\$ 500	\$ 412	\$ 500
401-004-404-00007	Telephone & Telegraph	\$ 8,825	\$ 8,600	\$ 4,947	\$ 8,600	\$ 6,596	\$ 8,600
401-004-404-00008	Printing & Publishing	\$ 178	\$ 500	\$ -	\$ 500	\$ -	\$ 500
401-004-404-00009	Office Supplies	\$ 3,621	\$ 3,525	\$ 2,566	\$ 4,500	\$ 3,421	\$ 4,500
401-004-404-00010	Mileage & Per Diem	\$ 878	\$ -	\$ -	\$ -	\$ -	\$ -
401-004-404-00012	Equipment Maintenance & Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-004-404-00013	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-004-404-00014	Record Books	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-004-404-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-004-404-00039	Incidental Pay	\$ 1,845	\$ -	\$ -	\$ -	\$ -	\$ -
401-004-404-00040	Cellular Phone Stipend	\$ 912	\$ 912	\$ 76	\$ 1,000	\$ 101	\$ 1,560
401-004-404-00063	PERA	\$ 9,336	\$ 8,713	\$ 7,882	\$ 8,713	\$ 10,509	\$ 12,263
401-004-404-00064	Social Security	\$ 9,500	\$ 9,826	\$ 7,518	\$ 9,826	\$ 10,024	\$ 10,590
401-004-404-00065	Group Insurance	\$ 38,181	\$ 38,168	\$ 29,868	\$ 39,257	\$ 39,824	\$ 43,105
401-004-404-00066	Workers' Comp. Deduction	\$ 37	\$ 40	\$ 25	\$ 40	\$ 33	\$ 40
401-004-404-00068	Medicare Tax	\$ 2,222	\$ 2,298	\$ 1,758	\$ 2,298	\$ 2,344	\$ 2,477
401-004-404-00081	Retiree Health Care	\$ 1,901	\$ 1,905	\$ 1,588	\$ 1,905	\$ 2,117	\$ 2,658
401-004-404-00098	Training & Staff Development	\$ 675	\$ -	\$ 150	\$ -	\$ 200	\$ -
401-004-404-00259	Physical Exams	\$ -	\$ 200	\$ 58	\$ 200	\$ 77	\$ 200
Total Expenditures		\$ 232,662	\$ 237,671	\$ 181,395	\$ 239,823	\$ 241,857	\$ 257,799

FY17 (2016-17 Operating Budget)							
Fund: 401		Bureau of Elections		Department: 405			
FISCAL YEAR		2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017
2017	Description	Actual	Budget	Actual 9 Mo.	Budget	Annualized	Budget
<b>EXPENDITURES:</b>							
401-003-405-00002	Full Time Salaries	\$ 49,420	\$ 48,880	\$ 40,034	\$ 48,880	\$ 53,379	\$ 122,720
401-003-405-00004	Temporary Salaries	\$ 64,565	\$ 64,347	\$ 2,121	\$ 38,000	\$ 2,828	\$ 38,000
401-003-405-00005	Overtime Salaries	\$ 7,300	\$ 4,000	\$ 917	\$ 4,000	\$ 1,223	\$ 4,000
401-003-405-00006	Postage	\$ 2,980	\$ 4,000	\$ 1,787	\$ 4,000	\$ 2,383	\$ 4,000
401-003-405-00007	Telephone & Telegraph	\$ 3,123	\$ 2,500	\$ 2,527	\$ 2,500	\$ 3,369	\$ 2,500
401-003-405-00008	Printing & Publishing	\$ 4,617	\$ 10,000	\$ 309	\$ 10,000	\$ 412	\$ 6,000
401-003-405-00009	Office Supplies	\$ 4,660	\$ 5,243	\$ 1,531	\$ 5,000	\$ 2,041	\$ 2,500
401-003-405-00010	Mileage & Per Diem	\$ 1,945	\$ 2,100	\$ 84	\$ 2,000	\$ 112	\$ 2,000
401-003-405-00011	Car Expense	\$ 332	\$ -	\$ 1,814	\$ -	\$ 2,419	\$ -
401-003-405-00012	Equipment Maintenance & Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-003-405-00013	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-003-405-00019	Other Election Expense	\$ 13,005	\$ 13,100	\$ -	\$ 13,000	\$ -	\$ 6,500
401-003-405-00026	Mapping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-003-405-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-003-405-00029	Lease Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-003-405-00030	Precinct Board - Judges/Clerks	\$ 35,059	\$ 35,059	\$ 13,802	\$ 25,000	\$ 18,403	\$ 20,000
401-003-405-00031	Board of Registry	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-003-405-00034	Voting Machines Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-003-405-00035	Voting Machines Technician	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-003-405-00039	Incidental Pay	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -
401-003-405-00063	PERA	\$ 5,128	\$ 4,473	\$ 3,648	\$ 4,473	\$ 4,864	\$ 11,231
401-003-405-00064	Social Security	\$ 6,228	\$ 5,635	\$ 2,633	\$ 5,635	\$ 3,511	\$ 10,214
401-003-405-00065	Group Insurance	\$ 6,623	\$ 6,616	\$ 2,886	\$ 6,778	\$ 3,848	\$ 51,695
401-003-405-00066	Workers' Comp. Deduction	\$ 32	\$ 20	\$ 12	\$ 20	\$ 16	\$ 50
401-003-405-00068	Medicare Tax	\$ 1,457	\$ 1,318	\$ 616	\$ 1,318	\$ 821	\$ 2,389
401-003-405-00081	Retiree Health Care	\$ 978	\$ 978	\$ 764	\$ 978	\$ 1,019	\$ 2,456
401-003-405-00098	Training & Staff Development	\$ 600	\$ -	\$ 630	\$ 3,000	\$ 840	\$ 1,500
401-003-405-00114	Voting Rights Coordinators	\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ -
401-003-405-00115	Federal Voting Rights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-003-405-00124	Contractual Services	\$ -	\$ -	\$ 1,135	\$ 22,000	\$ 1,513	\$ 10,000
401-003-405-00153	Special Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-003-405-00259	Physical Exams	\$ 82	\$ 375	\$ 234	\$ 375	\$ 312	\$ 375
Total Expenditures		\$ 208,934	\$ 208,644	\$ 77,484	\$ 256,957	\$ 103,313	\$ 298,130

FY17 (2016-17 Operating Budget)									
Fund: 401		Collections			Department: 406				
FISCAL YEAR		2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017	
2017	Description	Actual	Budget	Actual 9 Mo.	Budget	Annualized	Budget		
<b>EXPENDITURES:</b>									
401-004-406-00001	Elected Official Salary	\$ 57,265	\$ 61,266	\$ -	\$ 57,265	\$ -	\$ -	\$ 61,560	
401-004-406-00002	Full Time Salaries	\$ 104,222	\$ 100,578	\$ 127,400	\$ 143,499	\$ 169,867	\$ -	\$ 159,405	
401-004-406-00004	Temporary Salaries	\$ 17,088	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-406-00005	Overtime Salaries	\$ 872	\$ -	\$ 2,574	\$ -	\$ 3,432	\$ -	\$ 3,000	
401-004-406-00006	Postage	\$ 9,819	\$ 10,000	\$ 7,730	\$ 10,000	\$ 10,307	\$ -	\$ 10,000	
401-004-406-00007	Telephone & Telegraph	\$ 4,179	\$ 5,000	\$ 2,526	\$ 5,000	\$ 3,368	\$ -	\$ 5,000	
401-004-406-00008	Printing & Publishing	\$ 9,033	\$ 8,000	\$ 8,442	\$ 10,000	\$ 11,256	\$ -	\$ 10,000	
401-004-406-00009	Office Supplies	\$ 9,775	\$ 9,000	\$ 5,772	\$ 7,500	\$ 7,696	\$ -	\$ 7,500	
401-004-406-00010	Mileage & Per Diem	\$ 5,540	\$ 5,000	\$ 4,504	\$ 6,000	\$ 6,005	\$ -	\$ 5,000	
401-004-406-00011	Vehicle Expense	\$ 75	\$ 1,500	\$ -	\$ 1,500	\$ -	\$ -	\$ 1,500	
401-004-406-00012	Equipment Maintenance & Repair	\$ 6,724	\$ 3,000	\$ 93	\$ 3,000	\$ 124	\$ -	\$ 1,500	
401-004-406-00013	Rental of Equipment	\$ -	\$ -	\$ 3,094	\$ 4,500	\$ 4,125	\$ -	\$ 4,500	
401-004-406-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-406-00039	Incidental Pay	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-406-00040	Cell Phone Stipend	\$ 912	\$ 912	\$ 76	\$ 912	\$ 101	\$ -	\$ 1,560	
401-004-406-00063	PERA	\$ 16,185	\$ 14,809	\$ 12,622	\$ 16,998	\$ 16,829	\$ -	\$ 20,219	
401-004-406-00064	Social Security	\$ 11,022	\$ 10,963	\$ 7,862	\$ 12,447	\$ 10,483	\$ -	\$ 13,886	
401-004-406-00065	Group Insurance	\$ 49,823	\$ 51,896	\$ 35,996	\$ 52,631	\$ 47,995	\$ -	\$ 65,276	
401-004-406-00066	Workers' Comp. Deduction	\$ 46	\$ 40	\$ 25	\$ 50	\$ 33	\$ -	\$ 60	
401-004-406-00068	Medicare Tax	\$ 2,578	\$ 2,564	\$ 1,839	\$ 2,911	\$ 2,452	\$ -	\$ 3,248	
401-004-406-00081	Retiree Health Care	\$ 3,222	\$ 3,236	\$ 2,496	\$ 3,715	\$ 3,328	\$ -	\$ 4,419	
401-004-406-00098	Training & Staff Development	\$ 1,250	\$ 2,000	\$ 888	\$ 8,000	\$ 1,184	\$ -	\$ 2,500	
401-004-406-00259	Physical Exams	\$ 29	\$ -	\$ 85	\$ -	\$ 113	\$ -	\$ 200	
<b>Total Expenditures</b>		<b>\$ 311,159</b>	<b>\$ 304,764</b>	<b>\$ 224,024</b>	<b>\$ 345,928</b>	<b>\$ 298,698</b>	<b>\$ -</b>	<b>\$ 380,333</b>	

FY17 (2016-17 Operating Budget)									
Fund: 401		Property Assessments			Department: 407				
FISCAL YEAR		2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017	
2017	Description	Actual	Budget	Actual 9 Mo.	Budget	Annualized		Budget	
EXPENDITURES:									
401-004-407-00001	Elected Official Salary	\$ 61,560	\$ 61,560	\$ -	\$ 65,855	\$ -		\$ 65,853	
401-004-407-00002	Full Time Salaries	\$ 176,853	\$ 183,435	\$ 184,731	\$ 251,659	\$ 246,308		\$ 227,739	
401-004-407-00004	Temporary Salaries	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
401-004-407-00005	Overtime Salaries	\$ 99	\$ -	\$ -	\$ -	\$ -		\$ -	
401-004-407-00006	Postage	\$ 11,774	\$ 12,000	\$ 1,458	\$ 15,000	\$ 1,944		\$ 10,000	
401-004-407-00007	Telephone & Telegraph	\$ 5,036	\$ 5,000	\$ 3,109	\$ 5,000	\$ 4,145		\$ 4,000	
401-004-407-00008	Printing & Publishing	\$ 8,808	\$ 4,500	\$ 934	\$ 10,000	\$ 1,245		\$ 10,000	
401-004-407-00009	Office Supplies	\$ 10,286	\$ 12,500	\$ 8,220	\$ 12,000	\$ 10,960		\$ 10,000	
401-004-407-00010	Mileage & Per Diem	\$ 3,482	\$ 4,000	\$ 3,178	\$ 4,000	\$ 4,237		\$ 4,000	
401-004-407-00011	Car Expense	\$ 2,432	\$ 3,170	\$ 2,357	\$ 3,000	\$ 3,143		\$ 3,000	
401-004-407-00012	Equipment Maintenance & Repair	\$ 5,228	\$ 2,500	\$ 940	\$ 3,500	\$ 1,253		\$ 3,500	
401-004-407-00013	Rental of Equipment	\$ 1,687	\$ 3,000	\$ 1,979	\$ 3,000	\$ 2,639		\$ 3,000	
401-004-407-00020	Computer Software	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
401-004-407-00026	Mapping	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
401-004-407-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ 35,000	\$ -		\$ -	
401-004-407-00039	Incidental Pay	\$ 3,095	\$ -	\$ -	\$ -	\$ -		\$ -	
401-004-407-00040	Cellular Phone Stipend	\$ 722	\$ 912	\$ 114	\$ 456	\$ 152		\$ 1,560	
401-004-407-00063	PERA	\$ 24,347	\$ 22,418	\$ 19,227	\$ 29,052	\$ 25,636		\$ 26,865	
401-004-407-00064	Social Security	\$ 14,508	\$ 15,191	\$ 11,020	\$ 19,685	\$ 14,693		\$ 18,204	
401-004-407-00065	Group Insurance	\$ 79,024	\$ 85,786	\$ 49,226	\$ 85,639	\$ 65,635		\$ 94,712	
401-004-407-00066	Workers' Comp. Deduction	\$ 67	\$ 70	\$ 32	\$ 90	\$ 43		\$ 80	
401-004-407-00068	Medicare Tax	\$ 3,393	\$ 3,553	\$ 2,577	\$ 4,604	\$ 3,436		\$ 4,257	
401-004-407-00069	Membership Dues	\$ 265	\$ 1,000	\$ 190	\$ 1,000	\$ 253		\$ 1,000	
401-004-407-00081	Retiree Health Care	\$ 4,596	\$ 4,900	\$ 3,602	\$ 6,350	\$ 4,803		\$ 5,871	
401-004-407-00098	Training & Staff Development	\$ 11,190	\$ 1,500	\$ 10,430	\$ 9,000	\$ 13,907		\$ 9,000	
401-004-407-00101	Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
401-004-407-00259	Physical Exams	\$ 29	\$ -	\$ 112	\$ -	\$ 149		\$ -	
Total Expenditures		\$ 428,481	\$ 426,995	\$ 303,436	\$ 563,890	\$ 404,581		\$ 502,641	

FY17 (2016-17 Operating Budget)								
Fund: 401 Law Enforcement			Department: 408					
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget	
<b>EXPENDITURES:</b>								
401-005-408-00001	Elected Official Salary	\$ 64,176	\$ 64,176	\$ -	\$ 68,654	\$ -	\$ 68,654	
401-005-408-00002	Full Time Salaries	\$ 677,097	\$ 801,370	\$ 628,493	\$ 812,176	\$ 837,991	\$ 922,024	
401-005-408-00004	Temporary Salaries	\$ 113,045	\$ -	\$ -	\$ -	\$ -	\$ -	
401-005-408-00005	Overtime Salaries	\$ 36,214	\$ 29,000	\$ 45,345	\$ 29,000	\$ 60,460	\$ 29,000	
401-005-408-00006	Postage	\$ 539	\$ 750	\$ 220	\$ 750	\$ 293	\$ 750	
401-005-408-00007	Telephone & Telegraph	\$ 19,219	\$ 20,000	\$ 23,566	\$ 20,000	\$ 31,421	\$ 20,000	
401-005-408-00008	Printing & Publishing	\$ 633	\$ 750	\$ 1,131	\$ 750	\$ 1,508	\$ 750	
401-005-408-00009	Office Supplies	\$ 4,055	\$ 5,000	\$ 2,426	\$ 5,000	\$ 3,235	\$ 5,000	
401-005-408-00010	Mileage & Per Diem	\$ 4,836	\$ 10,000	\$ 3,492	\$ 10,000	\$ 4,656	\$ 5,000	
401-005-408-00011	Car Expense	\$ 137,033	\$ 142,400	\$ 89,926	\$ 142,400	\$ 119,901	\$ 120,000	
401-005-408-00012	Equipment Maintenance & Repair	\$ 6,447	\$ 7,500	\$ 4,517	\$ 5,000	\$ 6,023	\$ 5,000	
401-005-408-00013	Rental of Equipment/Service	\$ 4,460	\$ 3,000	\$ 3,287	\$ 5,500	\$ 4,383	\$ 5,500	
401-005-408-00014	Record Books	\$ 925	\$ 1,000	\$ 874	\$ 1,000	\$ 1,165	\$ 1,000	
401-005-408-00025	Utilities	\$ 29,556	\$ 35,000	\$ 19,502	\$ 30,000	\$ 26,003	\$ 30,000	
401-005-408-00028	Capital Outlay	\$ -	\$ -	\$ 183,846	\$ 150,000	\$ 245,128	\$ -	
401-005-408-00039	Incidental Pay	\$ 8,159	\$ -	\$ -	\$ -	\$ -	\$ -	
401-005-408-00040	Cellular Phone Stipend	\$ 2,166	\$ 2,280	\$ 152	\$ 2,280	\$ 203	\$ 6,480	
401-005-408-00042	Official's Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-005-408-00045	Building Rentals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-005-408-00057	Forest Reserve Contract - Patrolling	\$ 14,257	\$ 16,000	\$ -	\$ 16,000	\$ -	\$ 16,000	
401-005-408-00159	OHV	\$ 8,135	\$ 7,000	\$ -	\$ 7,000	\$ -	\$ 7,000	
401-005-408-00063	PERA	\$ 143,762	\$ 146,691	\$ 101,965	\$ 149,517	\$ 135,953	\$ 164,212	
401-005-408-00064	Social Security	\$ 9,424	\$ 10,706	\$ 8,048	\$ 10,706	\$ 10,731	\$ 14,441	
401-005-408-00065	Group Insurance	\$ 159,942	\$ 178,131	\$ 123,794	\$ 194,754	\$ 165,059	\$ 223,408	
401-005-408-00066	Workers' Comp. Deduction	\$ 202	\$ 230	\$ 100	\$ 230	\$ 133	\$ 240	
401-005-408-00068	Medicare Tax	\$ 13,063	\$ 12,970	\$ 9,503	\$ 13,189	\$ 12,671	\$ 14,786	
401-005-408-00071	WC Insurance	\$ 27,170	\$ 27,170	\$ 25,453	\$ 27,170	\$ 33,937	\$ 27,170	
401-005-408-00072	Law Enforcement Liability Insurance	\$ 54,217	\$ 54,000	\$ 67,916	\$ 75,000	\$ 90,555	\$ 75,000	
401-005-408-00073	Reserve Insurance/Liability	\$ 688	\$ 825	\$ 688	\$ 925	\$ 917	\$ 925	
401-005-408-00081	Retiree Health Care	\$ 19,462	\$ 20,920	\$ 13,974	\$ 21,301	\$ 18,632	\$ 23,747	
401-005-408-00082	Saftey Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-005-408-00083	Canine Expense	\$ -	\$ 500	\$ -	\$ 500	\$ -	\$ 500	
401-005-408-00098	Training & Staff Development (WESTERN SHERIFFS ASSOCIATION)	\$ 2,955	\$ 3,000	\$ 2,305	\$ 3,000	\$ 3,073	\$ 3,000	
401-005-408-00124	Contractual Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-005-408-00127	Uniforms	\$ 8,511	\$ 8,000	\$ 5,289	\$ 8,000	\$ 7,052	\$ 8,000	
401-005-408-00153	Special Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-005-408-00200	Sheriff's Seizures & Confiscations	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	
401-005-408-00259	Physical Exams	\$ 325	\$ 2,500	\$ 1,934	\$ 2,000	\$ 2,579	\$ 2,000	
401-005-408-00325	Transportation & Extradition of Prisoners	\$ 2,635	\$ 5,000	\$ 3,836	\$ 3,500	\$ 5,115	\$ 3,500	
401-005-408-00791	JAG Law Enforcement Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-005-408-00794	Veneranda Park Project	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	
Total Expenditures		\$ 1,573,308	\$ 1,628,869	\$ 1,371,582	\$ 1,825,302	\$ 1,828,777	\$ 1,803,087	

FY17 (2016-17 Operating Budget)													
Fund: 401				Pass Through									
				Department: 409									
FISCAL YEAR		2014 - 2015		2014 - 2015		2015 - 2016		2015 - 2016		2015 - 2016		2016 - 2017	
2017	Description	Actual		Budget		Actual 9 Mo.		Budget		Annualized		Budget	
EXPENDITURES:													
401-010-409-00100	NM EMNRD Wildfire Reimbs.	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
401-004-409-04262	Penalty & Interest - Property Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

FY17 (2016-17 Operating Budget)													
Fund: 401		Sanitation				Department: 411							
FISCAL YEAR		2014 - 2015		2014 - 2015		2015 - 2016		2015 - 2016		2016 - 2017			
2017	Description	Actual		Budget		Actual 9 Mo.		Budget		Budget			
EXPENDITURES:													
401-006-411-00124	Contractual Work (trash dumping)	\$	110,009	\$	110,000	\$	71,319	\$	110,000	\$	110,000		
401-006-411-09153	Special Projects (trash recycling fees, EGRT loan payments)	\$	75,926	\$	77,000	\$	62,496	\$	-	\$	83,328	\$	77,000

FY17 (2016-17 Operating Budget)								
Fund: 401			Data Processing			Department: 412		
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget	
<b>EXPENDITURES:</b>								
401-004-412-00002	Full Time Salaries	\$ 73,120	\$ 65,000	\$ 64,535	\$ 95,160	\$ 86,047	\$ 98,800	
401-004-412-00004	Temp Salaries	\$ 11,273	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-412-00005	Overtime Salaries	\$ -	\$ -	\$ 1,029	\$ -	\$ 1,372	\$ -	
401-004-412-00006	Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-412-00007	Telephone & Telegraph	\$ 14,804	\$ 12,000	\$ 12,806	\$ 25,000	\$ 17,075	\$ 20,000	
401-004-412-00008	Printing & Publishing	\$ 157	\$ -	\$ -	\$ -	\$ -	\$ 15,000	
401-004-412-00009	Office Supplies	\$ 1,798	\$ 1,900	\$ 19,935	\$ 65,000	\$ 26,580	\$ 5,000	
401-004-412-00010	Mileage & Per Diem	\$ 54	\$ 100	\$ -	\$ 1,500	\$ -	\$ 1,500	
401-004-412-00011	Car Expense	\$ 1,344	\$ 2,000	\$ 1,381	\$ 2,000	\$ 1,841	\$ 2,000	
401-004-412-00012	Equipment Maintenance & Repair	\$ 95,278	\$ 97,000	\$ 101,357	\$ 152,000	\$ 135,143	\$ 140,000	
401-004-412-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ 27,000	\$ -	\$ -	
401-004-412-00039	Incidental Pay	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-412-00040	Cellular Phone Stipend	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900	
401-004-412-00063	PERA	\$ 8,243	\$ 5,948	\$ 6,835	\$ 8,708	\$ 9,113	\$ 9,041	
401-004-412-00064	Social Security	\$ 5,214	\$ 4,030	\$ 3,989	\$ 5,900	\$ 5,319	\$ 6,126	
401-004-412-00065	Group Insurance	\$ 13,348	\$ 12,200	\$ 12,123	\$ 18,191	\$ 16,164	\$ 18,345	
401-004-412-00066	Workers' Comp. Deduction	\$ 16	\$ 10	\$ 9	\$ 20	\$ 12	\$ 20	
401-004-412-00068	Medicare Tax	\$ 1,219	\$ 943	\$ 933	\$ 1,380	\$ 1,244	\$ 1,433	
401-004-412-00081	Retiree Health Care	\$ 1,462	\$ 1,300	\$ 1,253	\$ 1,903	\$ 1,671	\$ 1,976	
401-004-412-00098	Training & Staff Development	\$ 143	\$ -	\$ 1,990	\$ 10,500	\$ 2,653	\$ 5,000	
401-004-412-00153	Special Projects	\$ -	\$ -	\$ 15,082	\$ -	\$ 20,109	\$ 20,000	
401-004-412-00259	Physical Exams	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenditures		\$ 227,973	\$ 202,431	\$ 243,257	\$ 414,262	\$ 324,343	\$ 345,141	



FY17 (2016-17 Operating Budget)									
Fund: 401		Probate				Department: 413			
FISCAL YEAR	Description	2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017	
2017		Actual	Budget	Actual 9 Mo.	Budget	Annualized		Budget	
<b>EXPENDITURES:</b>									
401-002-413-00001	Elected Official Salaries	\$ 34,148	\$ 33,251	\$ 15,057	\$ 23,028	\$ 20,076		\$ 23,028	
401-002-413-00006	Postage	\$ 4	\$ 10	\$ -	\$ 10	\$ -		\$ 10	
401-002-413-00007	Telephone & Telegraph	\$ 1,347	\$ 1,500	\$ 2,096	\$ 1,500	\$ 2,795		\$ 1,500	
401-002-413-00009	Office Supplies	\$ 305	\$ 150	\$ 112	\$ 150	\$ 149		\$ 5,000	
401-002-413-00010	Mileage & Per Diem	\$ 392	\$ 600	\$ 696	\$ 600	\$ 928		\$ 600	
401-002-413-00012	Equipment Maintenance & Repair	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
401-002-413-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
401-002-413-00040	Cellular Phone Stipend	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
401-002-413-00063	PERA	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
401-002-413-00064	Social Security	\$ 2,117	\$ 2,062	\$ 933	\$ 1,428	\$ 1,244		\$ 1,428	
401-002-413-00065	Group Insurance	\$ 89	\$ 85	\$ 59	\$ 90	\$ 79		\$ 65	
401-002-413-00066	Worker's Compensation	\$ 9	\$ 10	\$ 5	\$ 10	\$ 7		\$ 10	
401-002-413-00068	Medicare Tax	\$ 495	\$ 482	\$ 218	\$ 334	\$ 291		\$ 334	
401-002-413-00081	Retiree Health Care	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
401-002-413-00098	Training & Staff Development	\$ -	\$ 400	\$ -	\$ 400	\$ -		\$ 400	
401-002-413-00259	Physicals	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Total Expenditures		\$ 38,906	\$ 38,550	\$ 19,176	\$ 27,550	\$ 25,569		\$ 32,375	

FY17 (2016-17 Operating Budget)									
Fund: 401		Vector Control						Department: 414	
FISCAL YEAR	Description	2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017
2017		Actual	Budget	Actual 9 Mo.	Budget	Annualized	Budget		Budget
401-007-414-00002	Full Time Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-007-414-00004	Temporary Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-007-414-00005	Overtime Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-007-414-00010	Mileage & Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-007-414-00011	Car Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-007-414-00012	Equipment Maint. & Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-007-414-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-007-414-00063	Public Employees Retirement acct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-007-414-00064	Social Security	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-007-414-00066	Worker's Compensation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-007-414-00068	Medicare Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-007-414-00077	Tools & Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-007-414-00081	Retiree Health Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-007-414-00098	Training & Staff Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401-007-414-00101	Professional Services	\$ 38,520	\$ 38,520	\$ 19,294	\$ 38,520	\$ 25,725	\$ 38,520	\$ 38,520	\$ 38,520
401-007-414-00259	Physical Exams	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ 38,520	\$ 38,520	\$ 19,294	\$ 38,520	\$ 25,725	\$ 38,520	\$ 38,520	\$ 38,520

FY17 (2016-17 Operating Budget)								
Fund: 401		Rural Addressing						
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget	
<b>EXPENDITURES:</b>								
401-004-415-00002	Full Time Salaries	\$ 85,000	\$ 85,000	\$ 63,545	\$ 95,500	\$ 84,727	\$ 95,506	
401-004-415-00004	Temporary Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-415-00006	Postage	\$ -	\$ 50	\$ -	\$ 100	\$ -	\$ 100	
401-004-415-00007	Telephone & Telegraph	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-415-00008	Printing & Publishing	\$ -	\$ 170	\$ -	\$ 170	\$ -	\$ 170	
401-004-415-00009	Office Supplies	\$ 2,763	\$ 5,000	\$ 3,147	\$ 7,500	\$ 4,196	\$ 5,000	
401-004-415-00010	Mileage & Per Diem	\$ 419	\$ 2,000	\$ -	\$ 6,000	\$ -	\$ 2,000	
401-004-415-00011	Car Expense	\$ 39	\$ 2,000	\$ 661	\$ 3,000	\$ 881	\$ 1,500	
401-004-415-00012	Equipment Maintenance & Repair	\$ 700	\$ 1,500	\$ 13,138	\$ 15,000	\$ 17,517	\$ 10,000	
401-004-415-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-415-00039	Incidental Pay	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-415-00063	PERA	\$ 9,565	\$ 7,778	\$ 7,151	\$ 8,739	\$ 9,535	\$ 8,739	
401-004-415-00064	Social Security	\$ 5,158	\$ 5,270	\$ 3,823	\$ 5,921	\$ 5,097	\$ 5,921	
401-004-415-00065	Group Insurance	\$ 30,720	\$ 32,512	\$ 21,052	\$ 33,285	\$ 28,069	\$ 33,782	
401-004-415-00066	Workers' Comp. Deduction	\$ 18	\$ 20	\$ 9	\$ 20	\$ 12	\$ 20	
401-004-415-00068	Medicare Tax	\$ 1,206	\$ 1,232	\$ 894	\$ 1,385	\$ 1,192	\$ 1,385	
401-004-415-00081	Retiree Health Care	\$ 1,700	\$ 1,700	\$ 1,243	\$ 1,910	\$ 1,657	\$ 1,910	
401-004-415-00098	Training & Staff Development	\$ 685	\$ 1,500	\$ 633	\$ 1,000	\$ 844	\$ 3,000	
401-004-415-00126	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
401-004-415-00259	Physicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenditures		\$ 138,973	\$ 145,732	\$ 115,296	\$ 179,530	\$ 153,727	\$ 169,033	

FY17 (2016-17 Operating Budget)									
Fund: 402		Road Fund Revenues							
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget		
REVENUES:									
402-30-300-26100	Refunds	\$ 162	\$ -	\$ 2,184	\$ -	\$ 2,912	\$ -		
402-30-300-26200	Reimbursements	\$ 60,937	\$ -	\$ 3,236	\$ -	\$ 4,315	\$ -		
402-30-300-27000	Insurance Recoveries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
402-30-300-34000	Sale of County Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
402-25-300-51000	Motor Vehicle Road	\$ 264,353	\$ 225,000	\$ 130,619	\$ 225,000	\$ 174,159	\$ 225,000		
402-25-300-52100	Gasoline Tax - 1 cent	\$ 139,887	\$ 150,000	\$ 106,311	\$ 150,000	\$ 141,748	\$ 150,000		
402-25-300-52200	Hold Harmless - 1/8	\$ 189,068	\$ 366,666	\$ 316,741	\$ 440,000	\$ 422,321	\$ 450,000		
402-27-300-59100	SHD - Coop Agreements	\$ 771,450	\$ 451,475	\$ -	\$ 420,068	\$ -	\$ 514,950		
402-28-300-60300	Other Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
402-26-300-65000	Forest Reserve - Maintenance	\$ 210,276	\$ 205,884	\$ -	\$ 205,884	\$ -	\$ 205,884		
402-26-300-80300	FEMA Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
402-28-382-31400	Other Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1		
Total Expenditures		\$ 1,636,133	\$ 1,399,025	\$ 559,091	\$ 1,440,952	\$ 745,455	\$ 1,545,835		
TRANSFERS:									
402-30-499-40500	From 405 to 402 (from General Reserve Fund to Road)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 442,977		
402-016-499-09011	From 405 to 402 (from General Reserve Fund to Road)	\$ 774,296	\$ 774,296	\$ 319,365	\$ 638,729	\$ 425,820	\$ -		
Total Transfers		\$ 774,296	\$ 774,296	\$ 319,365	\$ 638,729	\$ 425,820	\$ 442,977		
Total Revenues		\$ 2,410,429	\$ 2,173,321	\$ 878,456	\$ 2,079,681	\$ 1,171,275	\$ 1,988,812		

FY17 (2016-17 Operating Budget)									
Fund: 402		Road Fund							
FISCAL YEAR	Description	2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017	
2017		Actual	Budget	Actual 9 Mo.	Budget	Annualized	Budget		
<b>EXPENDITURES:</b>									
402-015-416-00002	Full Time Salaries	\$ 543,700	\$ 578,360	\$ 381,824	\$ 636,080	\$ 509,099	\$ 579,400		
402-015-416-00004	Temporary Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
402-015-416-00005	Overtime Salaries	\$ 20,919	\$ 5,000	\$ 1,864	\$ 30,000	\$ 2,485	\$ 30,000		
402-015-416-00006	Postage	\$ 23	\$ 75	\$ -	\$ 75	\$ -	\$ 100		
402-015-416-00007	Telephone & Telegraph	\$ 7,568	\$ 7,000	\$ 5,221	\$ 8,000	\$ 6,961	\$ 8,000		
402-015-416-00008	Printing & Publishing	\$ 1,146	\$ 2,728	\$ 302	\$ 5,000	\$ 403	\$ 5,000		
402-015-416-00009	Office Supplies	\$ 4,359	\$ 10,751	\$ 2,168	\$ 12,000	\$ 2,891	\$ 5,000		
402-015-416-00010	Mileage & Per Diem	\$ -	\$ 1,000	\$ -	\$ 1,500	\$ -	\$ 1,500		
402-015-416-00012	Equipment Maintenance & Repair	\$ 10,782	\$ 10,000	\$ 12,582	\$ 20,000	\$ 16,776	\$ 15,000		
402-014-416-00013	Rental of Equipment	\$ 2,476	\$ 3,000	\$ 663	\$ 5,000	\$ 884	\$ 10,000		
402-015-416-00023	Repair to Buildings	\$ 2,883	\$ 5,000	\$ 3,345	\$ 20,000	\$ 4,460	\$ 40,000		
402-015-416-00024	Grounds Maintenance & Improvements	\$ 1,066	\$ 5,000	\$ 1,195	\$ 10,000	\$ 1,593	\$ 15,000		
402-015-416-00025	Utilities	\$ 14,253	\$ 14,000	\$ 7,778	\$ 18,000	\$ 10,371	\$ 18,000		
402-015-416-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ -		
402-015-416-00039	Incidental Pay	\$ 8,365	\$ -	\$ -	\$ -	\$ -	\$ -		
402-015-416-00040	Cellular Phone Stipend	\$ 456	\$ 456	\$ 304	\$ 456	\$ 405	\$ 900		
402-015-416-00044	Sign Shop Maintenance	\$ 1,991	\$ 3,916	\$ -	\$ 5,000	\$ -	\$ 7,000		
402-015-416-00045	Building Rentals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
402-015-416-00063	PERA	\$ 56,200	\$ 52,921	\$ 38,116	\$ 58,203	\$ 50,821	\$ 53,015		
402-015-416-00064	Social Security	\$ 34,976	\$ 36,166	\$ 23,080	\$ 41,296	\$ 30,773	\$ 37,781		
402-015-416-00065	Group Insurance	\$ 111,928	\$ 128,125	\$ 113,009	\$ 160,571	\$ 150,679	\$ 207,186		
402-015-416-00066	Workers' Comp. Deduction	\$ 147	\$ 170	\$ 76	\$ 200	\$ 101	\$ 170		
402-015-416-00067	Property & Liability Insurance	\$ 14,305	\$ 13,500	\$ 15,940	\$ 13,500	\$ 21,253	\$ 13,500		
402-015-416-00068	Medicare Tax	\$ 8,180	\$ 8,460	\$ 5,398	\$ 9,661	\$ 7,197	\$ 8,838		
402-015-416-00071	WC Insurance	\$ 33,716	\$ 33,716	\$ 31,585	\$ 33,716	\$ 42,113	\$ 33,716		
402-014-416-00075	Equipment Repairs	\$ 28,405	\$ 11,652	\$ 11,272	\$ 2,000	\$ 15,029	\$ 85,000		
402-014-416-00076	Equipment Operating Expense	\$ 160,395	\$ 144,155	\$ 96,477	\$ 125,000	\$ 128,636	\$ 150,000		
402-015-416-00077	Tools & Supplies	\$ 10,708	\$ 11,788	\$ 11,019	\$ 15,000	\$ 14,692	\$ 15,000		
402-014-416-00079	Road Construction & Maintenance - CoOps SB	\$ 314,842	\$ 248,575	\$ 213,292	\$ 216,549	\$ 284,389	\$ 1,041,033		
402-014-416-00085	Road Construction & Maintenance - CoOps SP	\$ 323,620	\$ 352,807	\$ 289,825	\$ 361,367	\$ 386,433	\$ -		
402-014-416-00086	Road Construction & Maintenance - CoOps CAP	\$ 232,662	\$ 350,093	\$ 37,699	\$ 108,684	\$ 50,265	\$ -		
402-015-416-00081	Retiree Health Care	\$ 10,773	\$ 11,668	\$ 7,378	\$ 13,323	\$ 9,837	\$ 11,588		
402-014-416-00080	Road Construction & Maintenance - Other	\$ 65,233	\$ 50,000	\$ 32,964	\$ 75,000	\$ 43,952	\$ 75,000		
402-015-416-00082	Safety Equipment	\$ 4,015	\$ 3,000	\$ 1,843	\$ 8,000	\$ 2,457	\$ 7,000		
402-015-416-00183	Secure Rural Schools Public Rd	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
402-015-416-00084	ARRA Grant - Seboyeta Culvert Crossing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
402-015-416-00098	Training & Staff Development	\$ -	\$ 4,000	\$ -	\$ 2,000	\$ -	\$ 2,000		
402-014-416-00124	Contractual Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
402-015-416-00126	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
402-015-416-00127	Uniforms	\$ 2,955	\$ 3,500	\$ -	\$ 4,000	\$ -	\$ 5,000		
402-015-416-00259	Physical Exams	\$ 131	\$ 250	\$ -	\$ 500	\$ -	\$ 500		
<b>Total Transfers</b>		<b>\$ 2,033,178</b>	<b>\$ 2,110,832</b>	<b>\$ 1,346,219</b>	<b>\$ 2,079,681</b>	<b>\$ 1,794,955</b>	<b>\$ 2,481,227</b>		
<b>Cash Balance Reserves</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 608,452</b>		
<b>Revenues Over (Under) Expenditures</b>		<b>\$ 377,251</b>	<b>\$ 62,489</b>	<b>\$ (467,763)</b>	<b>\$ -</b>	<b>\$ (623,680)</b>	<b>\$ 116,037</b>		

FY17 (2016-17 Operating Budget)													
Fund: 403		Farm & Range Improvement Fund											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES													
403-41-300-64000	Taylor Grazing Act Fees	\$	5,525	\$	8,449	\$	-	\$	5,525	\$	-	\$	5,525
Total Revenues		\$	5,525	\$	8,449	\$	-	\$	5,525	\$	-	\$	5,525
TRANSFERS:													
403-031-499-09007	From 405 to 403	\$	13,051	\$	13,051	\$	15,975	\$	15,975	\$	21,300	\$	16,475
Total Transfers		\$	13,051	\$	13,051	\$	15,975	\$	15,975	\$	21,300	\$	16,475
EXPENDITURES:													
403-030-417-00092	USDA APHIS Rodent & Pred. Animal Control	\$	25,651	\$	21,500	\$	14,154	\$	21,500	\$	18,872	\$	22,000
Total Expenditures		\$	25,651	\$	21,500	\$	14,154	\$	21,500	\$	18,872	\$	22,000

FY17 (2016-17 Operating Budget)													
Fund: 404		Recreation											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES:													
404-15-300-54500	Cigarette Tax 1 Cent	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Revenues		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TRANSFERS:													
404-016-499-00027	From 405 to 404 (General Reserve Fund to Recreation)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Transfers		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
EXPENDITURES:													
404-015-416-00007	Telephone & Telegraph	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
404-015-416-00024	Ground Maintenance & Improvements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
404-015-416-00025	Utilities	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
404-014-416-00124	Contractual Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Revenues Over (Under) Expenditures													
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

FY17 (2016-17 Operating Budget)								
Fund: 405		Reserve Fund						
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget	
<b>REVENUES:</b>								
405-18-300-76000	Federal Allotment (PILT)	\$ 1,661,376	\$ 1,400,000	\$ 141,591	\$ 1,600,000	\$ 188,788	\$ 1,600,000	
405-24-300-76500	NEXTAIR Pilot	\$ 212,500	\$ 212,500	\$ -	\$ 312,500	\$ -	\$ 312,500	
405-20-360-29100	Hospital Rent Payments Received	\$ 422,500	\$ 338,000	\$ 169,000	\$ 338,000	\$ 225,333	\$ -	
<b>Total Revenues</b>		<b>\$ 2,296,376</b>	<b>\$ 1,950,500</b>	<b>\$ 310,591</b>	<b>\$ 2,250,500</b>	<b>\$ 414,121</b>	<b>\$ 1,912,500</b>	
<b>TRANSFERS:</b>								
405-24-499-09575	To 405						\$ 21,026	
405-013-499-09050	From 405 to 401	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,068,784)	
405-012-499-08011	From 405 to 402	\$ (774,296)	\$ (774,296)	\$ (319,365)	\$ (638,729)	\$ (425,820)	\$ (442,977)	
405-012-499-09008	From 405 to 403	\$ (13,051)	\$ (13,051)	\$ (15,975)	\$ (15,975)	\$ (21,300)	\$ (16,475)	
405-012-499-09908	From 405 to 404	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
405-012-499-00406	From 405 to 406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
405-012-499-09435	From 405 to 435	\$ (209,866)	\$ (279,821)	\$ (178,301)	\$ (356,602)	\$ (237,735)	\$ (344,012)	
405-012-499-09044	From 405 to 614	\$ (1,206,502)	\$ (1,206,502)	\$ (572,318)	\$ (1,144,635)	\$ (763,091)	\$ (2,099,819)	
405-012-499-00603	From 405 to 603	\$ -	\$ (29,821)	\$ (38,317)	\$ (76,633)	\$ (51,089)	\$ (84,852)	
405-012-499-09437	From 405 to 466	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
405-013-499-00509	From 405 to 501	\$ (115,315)	\$ (230,630)	\$ (208,779)	\$ (417,558)	\$ (278,372)	\$ (341,804)	
405-012-499-09132	From 405 to 615	\$ (76,003)	\$ (101,337)	\$ (60,957)	\$ (121,914)	\$ (81,276)	\$ (81,183)	
405-012-499-09137	From 405 to 552	\$ -	\$ (5,000)	\$ -	\$ -	\$ -	\$ -	
405-012-499-00651	From 405 to 651	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
405-012-499-09050	From 405 to Construction						\$ (549,716)	
405-012-499-09049	From 405 to JJAC						\$ (30,825)	
<b>Total Transfers</b>		<b>\$ (2,395,033)</b>	<b>\$ (2,640,458)</b>	<b>\$ (1,394,012)</b>	<b>\$ (2,772,046)</b>	<b>\$ (1,858,683)</b>	<b>\$ (5,039,421)</b>	
405-004-419-00039	Admin Fees						\$ 6,000	
<b>Total Expenditures</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,000</b>	
<b>Cash Balance Reserves</b>							\$ 3,132,921	
<b>Revenues Over (Under) Expenditures</b>		<b>\$ 4,691,409</b>	<b>\$ 4,590,958</b>	<b>\$ 1,704,603</b>	<b>\$ 5,022,546</b>	<b>\$ 2,272,804</b>	<b>\$ -</b>	



FY17 (2016-17 Operating Budget)													
Fund: 406		Indigent											
FISCAL YEAR		2014 - 2015		2014 - 2015		2015 - 2016		2015 - 2016		2015 - 2016		2016 - 2017	
2017	Description	Actual		Budget		Actual 9 Mo.		Budget		Annualized		Budget	
REVENUES:													
406-55-300-41000	2nd 1/8th GRT (.125)	\$	1,018,601	\$	440,000	\$	350,812	\$	440,000	\$	467,749	\$	450,000
406-56-300-26000	Refunds	\$	-	\$	-	\$	3,082	\$	-	\$	4,109	\$	-
406-56-300-43000	Medicaid Funding	\$	268,575	\$	293,000	\$	150,471	\$	268,575	\$	200,628	\$	-
406-56-360-18100	Interest On Delinquent Taxes	\$	527	\$	-	\$	1,733	\$	-	\$	2,311	\$	-
406-56-360-18200	Penalty On Delinquent Taxes	\$	1,741	\$	-	\$	4,502	\$	-	\$	6,003	\$	-
Total Revenues		\$	1,287,176	\$	733,000	\$	504,365	\$	708,575	\$	672,486	\$	450,000
TRANSFERS:													
406-056-499-08144	From 401 to 406	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Transfers		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
EXPENDITURES:													
406-055-420-00002	Salaries	\$	17,691	\$	33,000	\$	-	\$	-	\$	-	\$	-
406-055-420-00005	Overtime Salaries	\$	184	\$	-	\$	-	\$	-	\$	-	\$	-
406-055-420-00015	Indigent Burial	\$	-	\$	3,000	\$	1,200	\$	3,000	\$	1,600	\$	3,000
406-055-420-00028	Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
406-055-420-00039	Incidental Pay	\$	338	\$	-	\$	-	\$	-	\$	-	\$	-
406-055-420-00040	Cellular Phone Stipend	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
406-055-420-00063	PERA	\$	2,017	\$	3,020	\$	-	\$	-	\$	-	\$	-
406-055-420-00064	Social Security	\$	1,103	\$	2,046	\$	-	\$	-	\$	-	\$	-
406-055-420-00065	Group Insurance	\$	2,002	\$	3,557	\$	-	\$	-	\$	-	\$	-
406-055-420-00066	Workers' Comp Deduction	\$	3	\$	6	\$	-	\$	-	\$	-	\$	-
406-055-420-00068	Medicare Tax	\$	258	\$	479	\$	-	\$	-	\$	-	\$	-
406-055-420-00081	Retiree Health Care	\$	353	\$	660	\$	-	\$	-	\$	-	\$	-
406-055-420-00096	Hospital Claims	\$	42,857	\$	130,000	\$	70,315	\$	130,000	\$	93,753	\$	142,000
406-055-420-09116	County Supported Medicaid Support (1/16th)	\$	164,650	\$	170,000	\$	162,481	\$	170,000	\$	216,641	\$	220,000
406-055-420-05140	Operating Costs	\$	33,177	\$	-	\$	11,604	\$	-	\$	15,472	\$	-
406-055-420-00250	SCNP	\$	201,431	\$	293,000	\$	217,615	\$	268,575	\$	290,153	\$	300,000
406-055-420-00251	Jail Dental & Vision Care	\$	-	\$	73,120	\$	-	\$	73,120	\$	-	\$	75,000
406-055-420-00252	PMS Agreement	\$	12,500	\$	-	\$	-	\$	-	\$	-	\$	-
Total Expenditures		\$	478,564	\$	711,888	\$	463,215	\$	644,695	\$	617,619	\$	740,000
Cash Balance Reserves											\$ 300,000		
Revenues Over (Under) Expenditures		\$	808,612	\$	21,112	\$	41,150	\$	63,880	\$	54,867	\$	10,000

FY17 (2016-17 Operating Budget)													
Fund: 407 San Rafael Fire District													
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES:													
407-30-300-26100	Refunds	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
407-30-300-56000	State Fire Allotment	\$	49,324	\$	49,324	\$	89,544	\$	49,309	\$	119,392	\$	50,448
Total Revenue		\$	49,324	\$	49,324	\$	89,544	\$	49,309	\$	119,392	\$	50,448
TRANSFERS IN:													
407-019-499-08018	From 475 to 407 (Chief's Assoc. grant program)	\$	99,000	\$	99,000	\$	7,000	\$	7,000	\$	7,000	\$	7,000
Total Transfers		\$	99,000	\$	99,000	\$	7,000	\$	7,000	\$	7,000	\$	7,000
EXPENDITURES:													
407-018-421-00006	Postage	\$	-	\$	150	\$	135	\$	150	\$	180	\$	150
407-018-421-00007	Telephone & Telegraph	\$	2,079	\$	2,365	\$	1,440	\$	2,000	\$	1,920	\$	2,000
407-018-421-00008	Printing & Publishing	\$	420	\$	1,000	\$	-	\$	500	\$	-	\$	500
407-018-421-00009	Office Supplies	\$	459	\$	1,800	\$	1,746	\$	1,966	\$	2,328	\$	700
407-018-421-00010	Mileage & Per Diem	\$	1,027	\$	2,500	\$	2,636	\$	2,500	\$	3,515	\$	2,500
407-018-421-00011	Vehicle Expense	\$	3,636	\$	6,807	\$	1,831	\$	5,824	\$	2,441	\$	5,824
407-018-421-00012	Equipment Maintenance & Repair	\$	3,094	\$	5,000	\$	5,004	\$	9,087	\$	6,672	\$	5,313
407-018-421-00023	Repair to Other Buildings	\$	48	\$	4,702	\$	925	\$	4,000	\$	1,233	\$	4,000
407-018-421-00025	Utilities	\$	4,721	\$	6,000	\$	3,304	\$	6,000	\$	4,405	\$	6,000
407-018-421-00028	Capital Outlay	\$	-	\$	214,642	\$	-	\$	214,642	\$	-	\$	-
407-018-421-00038	1/4% Fire Protection Excise Tax	\$	-	\$	6,000	\$	-	\$	7,000	\$	-	\$	7,000
407-018-421-00046	Janitor Supplies	\$	97	\$	1,000	\$	-	\$	250	\$	-	\$	250
407-018-421-00067	Property & Liability Insurance	\$	2,334	\$	2,000	\$	2,600	\$	2,400	\$	3,467	\$	2,400
407-018-421-00074	Vol. Fireman Accident/Sickness Insurance	\$	3,976	\$	4,000	\$	4,046	\$	4,046	\$	5,395	\$	3,811
407-018-421-00082	Safety Equipment	\$	18,053	\$	23,984	\$	19,030	\$	23,801	\$	25,373	\$	22,925
407-018-421-00098	Training & Staff Development	\$	500	\$	4,000	\$	945	\$	4,000	\$	1,260	\$	4,000
407-018-421-00127	Uniforms	\$	2,214	\$	2,000	\$	253	\$	3,000	\$	337	\$	3,000
Total Expenditures		\$	42,658	\$	287,950	\$	43,895	\$	291,166	\$	58,526	\$	70,373
Cash Balance Reserves								\$ -					
											\$ 12,925		
Revenues Over (Under) Expenditures		\$	105,666	\$	(139,626)	\$	52,649	\$	(234,857)	\$	67,866	\$	-

FY17 (2016-17 Operating Budget)														
Fund: 408		Bluewater Fire District												
FISCAL YEAR		2014 - 2015		2014 - 2015		2015 - 2016		2015 - 2016		2015 - 2016		2016 - 2017		
2017	Description	Actual		Budget		Actual 9 Mo.		Budget		Annualized		Budget		
REVENUES:														
408-30-300-56000	State Fire Allotment	\$	66,201	\$	66,196	\$	74,195	\$	73,960	\$	98,927	\$	75,667	
408-30-300-26100	Refunds	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Total Revenues		\$	66,201	\$	66,196	\$	74,195	\$	73,960	\$	98,927	\$	75,667	
TRANSFERS IN:														
408-019-499-08020	From 475 to 408 (Chief's Assoc. grant program)	\$	6,000	\$	6,000	\$	-	\$	-	\$	-	\$	7,000	
Total Transfers		\$	6,000	\$	6,000	\$	-	\$	-	\$	-	\$	7,000	
EXPENDITURES:														
408-018-422-00006	Postage	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
408-018-422-00007	Telephone & Telegraph	\$	2,049	\$	2,200	\$	1,651	\$	2,250	\$	2,201	\$	3,000	
408-018-422-00008	Printing & Publishing	\$	90	\$	150	\$	1,245	\$	310	\$	1,660	\$	50	
408-018-422-00009	Office Supplies	\$	-	\$	-	\$	3,389	\$	3,151	\$	4,519	\$	2,000	
408-018-422-00010	Mileage & Per Diem	\$	3,933	\$	3,189	\$	590	\$	1,000	\$	787	\$	2,000	
408-018-422-00011	Car Expense	\$	512	\$	512	\$	553	\$	553	\$	737	\$	2,000	
408-018-422-00012	Equipment Maintenance & Repair	\$	4,246	\$	4,678	\$	4,868	\$	12,000	\$	6,491	\$	13,000	
408-018-422-00023	Repair to Building	\$	-	\$	-	\$	26	\$	3,740	\$	35	\$	20,000	
408-018-422-00025	Utilities	\$	5,652	\$	6,678	\$	4,181	\$	7,000	\$	5,575	\$	6,700	
408-018-422-00028	Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
408-018-422-00038	1/4% Fire Protection Excise Tax	\$	-	\$	6,000	\$	-	\$	-	\$	-	\$	7,000	
408-018-422-00046	Janitor Supplies	\$	347	\$	347	\$	-	\$	500	\$	-	\$	500	
408-018-422-00067	Property & Liability Insurance	\$	3,472	\$	3,472	\$	3,869	\$	3,500	\$	5,159	\$	3,500	
408-018-422-00074	Vol. Fireman Accident/Sickness Insurance	\$	3,976	\$	4,500	\$	4,046	\$	4,046	\$	5,395	\$	3,811	
408-018-422-00082	Safety Equipment	\$	33,428	\$	32,305	\$	33,375	\$	30,205	\$	44,500	\$	17,767	
408-018-422-00098	Training & Staff Development	\$	6,707	\$	7,000	\$	2,714	\$	3,809	\$	3,619	\$	5,000	
408-018-422-00127	Uniforms	\$	494	\$	1,658	\$	1,751	\$	1,896	\$	2,335	\$	2,446	
408-018-422-00318	Debt Service - Interest	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
408-018-422-00319	Debt Service - Principal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
408-018-422-00320	Miscellaneous Expense	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Total Expenditures		\$	64,906	\$	72,689	\$	62,258	\$	73,960	\$	83,013	\$	88,774	
Cash Balance Reserves								\$		-		\$		6,107
Revenues Over (Under) Expenditures		\$	127,763	\$	143,178	\$	11,937	\$	-	\$	15,914	\$	-	

FY17 (2016-17 Operating Budget)										
Fund: 409 Lobo Canyon Fire District										
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized
										2016 - 2017 Budget
<b>REVENUES:</b>										
409-30-300-18000	Income on Investments	\$	-	\$	-	\$	-	\$	-	\$
409-30-300-26200	Reimbursement	\$	-	\$	-	\$	-	\$	-	\$
409-30-300-50000	State Fire Marshall Grant	\$	-	\$	-	\$	-	\$	-	\$
409-30-300-56000	State Fire Allotment	\$	49,324	\$	49,324	\$	49,544	\$	49,309	\$
									66,059	\$
										50,448
<b>Total Revenues</b>		\$	49,324	\$	49,324	\$	49,544	\$	49,309	\$
									66,059	\$
										50,448
<b>TRANSFERS:</b>										
409-020-499-09632	From 409 to Debit Service Fund	\$	(15,959)	\$	(15,959)	\$	(16,574)	\$	(15,959)	\$
409-019-499-08021	From 475 to 409 (Chief's Assoc. grant program)	\$	-	\$	-	\$	7,000	\$	7,000	\$
									9,333	\$
										7,000
<b>Total Transfers</b>		\$	(15,959)	\$	(15,959)	\$	(9,574)	\$	(8,959)	\$
									(12,766)	\$
										(9,776)
<b>EXPENDITURES:</b>										
409-018-423-00006	Postage	\$	-	\$	-	\$	-	\$	-	\$
409-018-423-00007	Telephone & Telegraph	\$	2,638	\$	2,000	\$	1,691	\$	2,000	\$
409-018-423-00008	Printing & Publishing	\$	2,854	\$	2,864	\$	-	\$	600	\$
409-018-423-00009	Office Supplies	\$	-	\$	1,200	\$	-	\$	200	\$
409-018-423-00010	Mileage & Per Diem	\$	2,166	\$	3,000	\$	-	\$	2,000	\$
409-018-423-00011	Vehicle Expense	\$	697	\$	5,000	\$	1,399	\$	3,000	\$
409-018-423-00012	Equipment Maintenance & Repair	\$	22	\$	1,500	\$	379	\$	2,000	\$
409-018-423-00023	Repair Building	\$	1,366	\$	2,655	\$	1,851	\$	2,765	\$
409-018-423-00025	Utilities	\$	4,173	\$	4,500	\$	568	\$	4,485	\$
409-018-423-00028	Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$
409-018-423-00038	1/4% Fire Protection Excise Tax	\$	-	\$	-	\$	2,304	\$	7,000	\$
409-018-423-00067	Property & Liability Insurance	\$	2,011	\$	2,011	\$	2,241	\$	2,100	\$
409-018-423-00069	Membership Dues	\$	75	\$	200	\$	200	\$	200	\$
409-018-423-00074	Vol. Fireman Accident/Sickness Insurance	\$	3,976	\$	4,000	\$	4,046	\$	4,000	\$
409-018-423-00077	Tools & Supplies	\$	-	\$	-	\$	5,178	\$	15,000	\$
409-018-423-00082	Safety Equipment	\$	2,399	\$	2,750	\$	518	\$	2,000	\$
409-018-423-00098	Training & Staff Development	\$	685	\$	685	\$	40	\$	-	\$
409-018-423-00127	Uniforms	\$	-	\$	1,000	\$	1,041	\$	3,000	\$
409-018-423-00318	Debt Service - Interest	\$	-	\$	-	\$	-	\$	-	\$
409-018-423-00319	Debt Service - Principal	\$	-	\$	-	\$	-	\$	-	\$
409-018-423-00586	State Fire Marshal Grant	\$	-	\$	-	\$	-	\$	-	\$
									-	\$
<b>Total Expenditures</b>		\$	23,062	\$	33,365	\$	21,456	\$	50,350	\$
									28,608	\$
										65,707
<b>Cash Balance Reserves</b>		\$	-	\$	-	\$	-	\$	-	\$
										25,035
<b>Revenues Over (Under) Expenditures</b>		\$	40,632	\$	60,666	\$	18,514	\$	(10,000)	\$
									24,685	\$
										-

FY17 (2016-17 Operating Budget)												
Fund: 410 Cebolleta VFD												
FISCAL YEAR		2014 - 2015		2014 - 2015		2015 - 2016		2015 - 2016		2015 - 2016		2016 - 2017
2017	Description	Actual		Budget		Actual 9 Mo.		Budget		Annualized		Budget
REVENUES:												
410-31-300-18000	Income on Investments	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-30-300-56000	State Fire Allotment	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Total Revenues		\$	-	\$	-	\$	-	\$	-	\$	-	\$
TRANSFERS IN:												
410-019-499-08022	From 475 to 410 (Chief's Assoc. grant program)	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Total Transfers		\$	-	\$	-	\$	-	\$	-	\$	-	\$
EXPENDITURES:												
410-018-401-00006	Postage	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00007	Telephone & Telegraph	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00008	Printing & Publishing	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00009	Office Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00010	Mileage & Per Diem	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00011	Vehicle Expense	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00012	Equipment Maintenance & Repair	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00023	Repair Buildings	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00025	Utilities	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00028	Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00038	1/4% Fire Protection Excise Tax	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00046	Janitor Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00067	Property & Liability Insurance	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00074	Vol. Fireman Accident/Sickness Insurance	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00082	Safety Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00098	Training & Staff Development	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00127	Uniforms	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-07261	Investment Maintenance Fees	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00318	Debt Service - Interest	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00319	Debt Service - Principal	\$	-	\$	-	\$	-	\$	-	\$	-	\$
410-018-401-00319	Debt Service - Principal	\$	-	\$	-	\$	-	\$	-	\$	-	\$
Total Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$
Cash Balance Reserves												
Revenues Over (Under) Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$

FY17 (2016-17 Operating Budget)													
Fund: 411		Candy Kitchen EMS											
FISCAL YEAR		2014 - 2015		2014 - 2015		2015 - 2016		2015 - 2016		2015 - 2016		2016 - 2017	
2017	Description	Actual		Budget		Actual 9 Mo.		Budget		Annualized		Budget	
REVENUES:													
411-35-300-56500	EMS Fund	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Revenues		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
EXPENDITURES:													
411-021-401-00010	Mileage & Per Diem	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
411-021-401-00012	Equipment Maintenance & Repair	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
411-021-401-00082	Safety Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
411-021-401-00098	Training & Staff Development	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Cash Balance Reserves								\$ -					
Revenues Over (Under) Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

FY17 (2016-17 Operating Budget)													
Fund: 412		E.M.S. / Mt. Taylor Ambulance											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES:													
412-35-300-56500	EMS Fund	\$	15,058	\$	14,653	\$	13,071	\$	13,071	\$	17,428	\$	14,653
Total Revenues		\$	15,058	\$	14,653	\$	13,071	\$	13,071	\$	17,428	\$	14,653
EXPENDITURES:													
412-021-424-00009	Office Equipment & Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
412-021-424-00010	Mileage & Per Diem	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
412-021-424-00012	Equipment Maintenance & Repair	\$	3,869	\$	3,869	\$	-	\$	-	\$	-	\$	2,653
412-021-424-00082	Safety Equipment	\$	14,186	\$	14,344	\$	10,515	\$	13,071	\$	14,020	\$	13,528
412-021-424-00098	Training & Staff Development	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
412-021-424-00127	Uniforms	\$	240	\$	240	\$	-	\$	-	\$	-	\$	-
Total Expenditures		\$	18,295	\$	18,453	\$	10,515	\$	13,071	\$	14,020	\$	16,181
Cash Balance Reserves							\$	-	\$	-	\$	1,528	
Revenues Over (Under) Expenditures		\$	(3,237)	\$	(3,800)	\$	2,556	\$	-	\$	3,408	\$	-

FY17 (2016-17 Operating Budget)										
Fund: 413		E.M.S. / Pueblo of Laguna								
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized
										2016 - 2017 Budget
<b>REVENUES:</b>										
413-31-300-10000	NMDOH EMS DOH 7.24.7 Grant	\$	-	\$	-	\$	-	\$	-	\$
413-31-300-15000	Pueblo of Laguna Grant	\$	-	\$	-	\$	-	\$	-	\$
413-35-300-56500	EMS Fund	\$	13,543	\$	14,559	\$	13,913	\$	13,913	\$
Total Revenues		\$	13,543	\$	14,559	\$	13,913	\$	13,913	\$
<b>EXPENDITURES:</b>										
413-021-425-00010	Mileage & Per Diem	\$	-	\$	-	\$	-	\$	-	\$
413-021-425-00012	Equipment Maintenance & Repair	\$	-	\$	7,000	\$	-	\$	7,000	\$
413-021-425-00028	Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$
413-021-425-00082	Safety Equipment	\$	3,794	\$	9,257	\$	-	\$	6,913	\$
413-021-425-00098	Training & Staff Development	\$	-	\$	-	\$	-	\$	-	\$
Total Expenditures		\$	3,794	\$	16,257	\$	-	\$	13,913	\$
Cash Balance Reserves							\$	-		\$
Revenues Over (Under) Expenditures		\$	9,749	\$	(1,698)	\$	13,913	\$	-	\$



FY17 (2016-17 Operating Budget)													
Fund: 414		E.M.S. / Pueblo of Acoma											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES:													
414-35-300-56500	EMS Fund	\$	-	\$	5,867	\$	-	\$	-	\$	-	\$	-
Total Revenue		\$	-	\$	5,867	\$	-	\$	-	\$	-	\$	-
EXPENDITURES:													
414-021-426-00010	Mileage & Per Diem	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
414-021-426-00012	Equipment Maintenance & Repair	\$	-	\$	2,567	\$	-	\$	-	\$	-	\$	-
414-021-426-00028	Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
414-021-426-00082	Safety Equipment	\$	-	\$	3,300	\$	-	\$	-	\$	-	\$	7,505
414-021-426-00098	Training & Staff Development	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Expenditures		\$	-	\$	5,867	\$	-	\$	-	\$	-	\$	7,505
Cash Balance Reserves								\$	-			\$	7,505
Revenues Over (Under) Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

FY17 (2016-17 Operating Budget)																				
Fund: 415		E.M.S. / Pine Hill																		
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized	2016 - 2017 Budget									
REVENUES:																				
415-35-300-56500	EMS Fund	\$	9,700	\$	10,527	\$	9,042	\$	9,042	\$	12,056	\$	10,527							
Total Revenue		\$	9,700	\$	10,527	\$	9,042	\$	9,042	\$	12,056	\$	10,527							
EXPENDITURES:																				
415-021-427-00009	Office Equipment & Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-							
415-021-427-00010	Mileage & Per Diem	\$	5,429	\$	3,000	\$	3,171	\$	3,000	\$	4,228	\$	3,000							
415-021-427-00012	Equipment Maintenance & Repair	\$	-	\$	527	\$	255	\$	127	\$	340	\$	527							
415-021-427-00082	Safety Equipment	\$	1,207	\$	7,000	\$	3,064	\$	515	\$	4,085	\$	12,759							
415-021-427-00098	Training & Staff Development	\$	200	\$	-	\$	2,200	\$	5,400	\$	2,933	\$	-							
Total Expenditures		\$	6,836	\$	10,527	\$	8,690	\$	9,042	\$	11,586	\$	16,286							
Cash Balance Reserves											\$	-	\$	5,759						
Revenues Over (Under) Expenditures											\$	2,864	\$	-	\$	352	\$	-	\$	-

FY17 (2016-17 Operating Budget)															
Fund: 416 Fence Lake Fire District															
FISCAL YEAR		2014 - 2015		2014 - 2015		2015 - 2016		2015 - 2016		2015 - 2016		2016 - 2017			
2017	Description	Actual		Budget		Actual 9 Mo.		Budget		Annualized		Budget			
REVENUES:															
416-30-300-18000	Income on Investments	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
416-30-300-50000	State Fire Grant	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
416-30-300-56000	State Fire Allotment	\$	49,324	\$	49,324	\$	49,544	\$	49,309	\$	66,059	\$	50,448		
Total Revenues		\$	49,324	\$	49,324	\$	49,544	\$	49,309	\$	66,059	\$	50,448		
TRANSFERS IN:															
416-019-499-09023	From 475 to 416 (Chief's Assoc. grant program)	\$	6,000	\$	6,000	\$	7,000	\$	7,000	\$	9,333	\$	7,000		
Total Transfers		\$	6,000	\$	6,000	\$	7,000	\$	7,000	\$	9,333	\$	7,000		
EXPENDITURES:															
416-018-428-00006	Postage	\$	50	\$	100	\$	-	\$	100	\$	-	\$	100		
416-018-428-00007	Telephone & Telegraph	\$	1,648	\$	2,500	\$	1,111	\$	2,500	\$	1,481	\$	2,500		
416-018-428-00008	Printing & Publishing	\$	185	\$	730	\$	-	\$	907	\$	-	\$	907		
416-018-428-00009	Office Supplies	\$	860	\$	1,000	\$	957	\$	1,000	\$	1,276	\$	1,000		
416-018-428-00010	Mileage & Per Diem	\$	865	\$	500	\$	634	\$	2,500	\$	845	\$	2,500		
416-018-428-00011	Vehicle Expense	\$	6,049	\$	6,000	\$	4,856	\$	5,985	\$	6,475	\$	6,000		
416-018-428-00012	Equipment Maintenance & Repair	\$	11,611	\$	12,500	\$	3,228	\$	5,000	\$	4,304	\$	5,000		
416-018-428-00023	Repair Buildings	\$	130	\$	(2,500)	\$	12,781	\$	4,000	\$	17,041	\$	4,000		
416-018-428-00025	Utilities	\$	4,206	\$	4,817	\$	2,417	\$	4,817	\$	3,223	\$	4,817		
416-018-428-00028	Capital Outlay	\$	98,692	\$	98,692	\$	-	\$	-	\$	-	\$	-		
416-018-428-00132	NM Fire Marshal \$67,575 Grant	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
416-018-428-00038	1/4% Fire Protection Excise Tax	\$	6,177	\$	6,177	\$	5,337	\$	7,000	\$	7,116	\$	7,000		
416-018-428-00046	Janitor Supplies	\$	366	\$	1,000	\$	-	\$	1,000	\$	-	\$	1,000		
416-018-428-00067	Property & Liability Insurance	\$	1,878	\$	7,000	\$	2,093	\$	7,000	\$	2,791	\$	7,000		
416-018-428-00074	Vol. Fireman Accident/Sickness Insurance	\$	3,976	\$	4,500	\$	4,046	\$	4,500	\$	5,395	\$	3,811		
416-018-428-00082	Safety Equipment	\$	96	\$	1,000	\$	543	\$	5,000	\$	724	\$	9,398		
416-018-428-00098	Training & Staff Development	\$	-	\$	2,500	\$	104	\$	2,500	\$	139	\$	2,500		
416-018-428-00127	Uniforms	\$	1,680	\$	2,500	\$	-	\$	2,500	\$	-	\$	2,500		
416-018-428-00318	Debt Service - Interest	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
416-018-428-00319	Debt Service - Principal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Total Expenditures		\$	138,469	\$	149,016	\$	38,107	\$	56,309	\$	50,810	\$	60,033		
Cash Balance Reserves								\$		-		\$		2,585	
Revenues Over (Under) Expenditures		\$	(83,145)	\$	(93,692)	\$	18,437	\$	-	\$	24,582	\$	-		

FY17 (2016-17 Operating Budget)													
Fund: 418 Candy Kitchen Fire District													
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES:													
418-30-300-26100	Refunds	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
418-30-300-56000	State Fire Allotment	\$	68,803	\$	68,803	\$	69,018	\$	68,783	\$	92,024	\$	70,371
Total Revenues		\$	68,803	\$	68,803	\$	69,018	\$	68,783	\$	92,024	\$	70,371
TRANSFERS IN:													
418-020-499-09633	From 418 to Debit Service Fund	\$	(38,185)	\$	(38,185)	\$	(38,187)	\$	(38,185)	\$	(50,916)	\$	(38,188)
418-019-499-09024	From 475 to 418 (Chief's Assoc. grant program)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Transfers		\$	(38,185)	\$	(38,185)	\$	(38,187)	\$	(38,185)	\$	(50,916)	\$	(38,188)
EXPENDITURES:													
418-018-429-00006	Postage	\$	-	\$	300	\$	-	\$	300	\$	-	\$	300
418-018-429-00007	Telephone & Telegraph	\$	2,055	\$	2,500	\$	2,683	\$	2,500	\$	3,577	\$	2,500
418-018-429-00008	Printing & Publishing	\$	-	\$	300	\$	-	\$	300	\$	-	\$	300
418-018-429-00009	Office Supplies	\$	-	\$	500	\$	242	\$	500	\$	323	\$	500
418-018-429-00010	Mileage & Per Diem	\$	-	\$	412	\$	-	\$	412	\$	-	\$	412
418-018-429-00011	Vehicle Expense	\$	1,499	\$	1,500	\$	2,378	\$	2,500	\$	3,171	\$	1,000
418-018-429-00012	Equipment Maintenance & Repair	\$	453	\$	1,400	\$	127	\$	500	\$	169	\$	500
418-018-429-00023	Repair to Buildings	\$	-	\$	500	\$	37	\$	500	\$	49	\$	500
418-018-429-00025	Utilities	\$	7,912	\$	12,900	\$	5,368	\$	12,980	\$	7,157	\$	15,000
418-018-429-00028	Capital Outlay	\$	204,591	\$	204,591	\$	-	\$	-	\$	-	\$	-
418-018-429-00038	1/4% Fire Protection Excise Tax	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
418-018-429-00141	Wildland Firefighting Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
418-018-429-00046	Janitorial Supplies	\$	-	\$	500	\$	-	\$	500	\$	-	\$	500
418-018-429-00067	Property & Liability Insurance	\$	4,174	\$	4,200	\$	4,651	\$	3,500	\$	6,201	\$	3,500
418-018-429-00074	Vol. Fireman Accident/Sickness Insurance	\$	3,976	\$	4,000	\$	4,046	\$	4,000	\$	5,395	\$	3,811
418-018-429-00082	Safety Equipment	\$	907	\$	11,000	\$	1,220	\$	1,500	\$	1,627	\$	3,696
418-018-429-00098	Training & Staff Development	\$	75	\$	500	\$	278	\$	500	\$	371	\$	500
418-018-429-00127	Uniforms	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
418-018-429-00233	FEMA	\$	-	\$	-	\$	-	\$	106	\$	-	\$	106
418-018-429-00318	Debt Service - Interest	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
418-018-429-00319	Debt Service - Principal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Expenditures		\$	225,642	\$	245,103	\$	21,030	\$	30,598	\$	28,040	\$	33,125
Cash Balance Reserves								\$	-	\$	942		
Revenues Over (Under) Expenditures		\$	(195,024)	\$	(214,485)	\$	9,801	\$	-	\$	13,068	\$	-

FY17 (2016-17 Operating Budget)								
Fund: 419 Laguna Fire District								
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget	
<b>REVENUES:</b>								
419-30-300-50000	State Fire Marshal Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
419-30-300-56000	State Fire Allotment	\$ 173,922	\$ 173,922	\$ 174,105	\$ 173,870	\$ 232,140	\$ 253,550	
Total Revenues		\$ 173,922	\$ 173,922	\$ 174,105	\$ 173,870	\$ 232,140	\$ 253,550	
<b>TRANSFERS IN:</b>								
419-019-499-09028	From 475 to 419 (Chief's Assoc. grant program)	\$ 6,000	\$ (6,000)	\$ 7,000	\$ 7,000	\$ 9,333	\$ 7,000	
Total Transfers		\$ 6,000	\$ (6,000)	\$ 7,000	\$ 7,000	\$ 9,333	\$ 7,000	
<b>EXPENDITURES:</b>								
419-018-430-00006	Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
419-018-430-00007	Telephone & Telegraph	\$ 2,084	\$ 1,000	\$ 1,419	\$ 2,100	\$ 1,892	\$ 2,100	
419-018-430-00008	Printing & Publishing	\$ -	\$ 1,057	\$ -	\$ -	\$ -	\$ 1,122	
419-018-430-00009	Office Supplies	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ 5,000	
419-018-430-00010	Mileage & Per Diem	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	
419-018-430-00011	Vehicle Expense	\$ 83,126	\$ 45,401	\$ 2,209	\$ 29,948	\$ 2,945	\$ 45,000	
419-018-430-00012	Equipment Maintenance & Repair	\$ 4,576	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000	
419-018-430-00023	Repair Buildings	\$ 6,841	\$ 25,000	\$ 6,747	\$ 25,000	\$ 8,996	\$ 25,000	
419-018-430-00025	Utilities	\$ 3,945	\$ 10,000	\$ 3,684	\$ 5,000	\$ 4,912	\$ 5,000	
419-018-430-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,894	
419-018-430-00038	1/4% Fire Protection Excise Tax	\$ -	\$ -	\$ -	\$ 7,000	\$ -	\$ 7,000	
419-018-430-00046	Janitor Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	
419-018-430-00048	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -		
419-018-430-00067	Property & Liability Insurance	\$ 2,125	\$ 3,500	\$ 2,368	\$ 2,200	\$ 3,157	\$ 4,000	
419-018-430-00074	Vol. Fireman Accident/Sickness Insurance	\$ 3,976	\$ 8,500	\$ 4,046	\$ 4,000	\$ 5,395	\$ 3,811	
419-018-430-00082	Safety Equipment	\$ 3,715	\$ 37,090	\$ 12,025	\$ 88,122	\$ 16,033	\$ 85,517	
419-018-430-00098	Training & Staff Development	\$ 1,410	\$ 1,410	\$ 75	\$ 5,000	\$ 100	\$ 10,000	
419-018-430-00127	Uniforms	\$ 8,637	\$ 10,546	\$ 831	\$ 10,000	\$ 1,108	\$ 20,000	
Total Expenditures		\$ 120,435	\$ 191,004	\$ 33,404	\$ 180,870	\$ 44,538	\$ 701,444	
Cash Balance Reserves				\$ -		\$ -	\$ 440,894	
Revenues Over (Under) Expenditures		\$ 59,487	\$ (23,082)	\$ 147,701	\$ -	\$ 196,935	\$ -	

FY17 (2016-17 Operating Budget)													
Fund: 420		E.M.S. / Acoma/Laguna/Canoncito											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES:													
420-35-300-56500	EMS Fund	\$	9,304	\$	8,356	\$	-	\$	-	\$	-	\$	-
Total Revenue		\$	9,304	\$	8,356	\$	-	\$	-	\$	-	\$	-
EXPENDITURES:													
420-021-431-00010	Mileage & Per Diem	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
420-021-431-00012	Equipment Maintenance & Repair	\$	-	\$	6,068	\$	-	\$	-	\$	-	\$	-
420-021-431-00045	Building Rentals	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
420-021-431-00082	Safety Equipment	\$	4,314	\$	5,093	\$	-	\$	-	\$	-	\$	7,795
420-021-431-00098	Training & Staff Development	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Expenditures		\$	4,314	\$	11,161	\$	-	\$	-	\$	-	\$	7,795
Cash Balance Reserves								\$	-			\$	7,795
Revenues Over (Under) Expenditures													
		\$	4,990	\$	(2,805)	\$	-	\$	-	\$	-	\$	-

FY17 (2016-17 Operating Budget)														
Fund: 423		E.M.S. / Bluewater VFD												
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget		
REVENUES:														
423-35-300-56500	EMS Fund	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Total Revenue		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
EXPENDITURES:														
423-021-401-00010	Mileage & Per Diem	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
423-021-401-00012	Equipment Maintenance & Repair	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
423-021-401-00082	Safety Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
423-021-401-00098	Training & Staff Development	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Total Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Cash Balance Reserves								\$					-	
Revenues Over (Under) Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	

FY17 (2016-17 Operating Budget)														
Fund: 424		Cubero VFD												
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget		
REVENUES:														
424-30-300-50000	State Fire Grant	\$	6,000	\$	14,000	\$	-	\$	-	\$	-	\$	-	
424-30-300-56000	State Fire Allotment	\$	49,324	\$	49,324	\$	49,544	\$	49,309	\$	66,059	\$	50,448	
424-30-300-56400	Vol. Fire Assistance Grant	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Total Revenues		\$	55,324	\$	63,324	\$	49,544	\$	49,309	\$	66,059	\$	50,448	
TRANSFERS IN:														
424-020-499-09634	From 424 to Debit Service Fund	\$	(13,790)	\$	(13,790)	\$	(13,789)	\$	(13,790)	\$	(18,385)	\$	(13,790)	
424-019-499-09027	From 475 to 424 (Chief's Assoc. grant program)	\$	6,000	\$	6,000	\$	7,000	\$	7,000	\$	9,333	\$	100,000	
Total Transfers		\$	(7,790)	\$	(7,790)	\$	(6,789)	\$	(6,790)	\$	(9,052)	\$	86,210	
EXPENDITURES:														
424-018-432-00006	Postage	\$	60	\$	100	\$	-	\$	100	\$	-	\$	100	
424-018-432-00007	Telephone & Telegraph	\$	1,511	\$	1,800	\$	1,118	\$	1,800	\$	1,491	\$	1,800	
424-018-432-00008	Printing & Publishing	\$	-	\$	100	\$	-	\$	100	\$	-	\$	100	
424-018-432-00009	Office Supplies	\$	-	\$	100	\$	-	\$	100	\$	-	\$	100	
424-018-432-00010	Mileage & Per Diem	\$	-	\$	2,000	\$	-	\$	2,000	\$	-	\$	2,000	
424-018-432-00012	Equipment Maintenance & Repair	\$	434	\$	3,000	\$	-	\$	3,000	\$	-	\$	3,000	
424-018-432-00023	Repair Building	\$	-	\$	2,000	\$	175	\$	2,000	\$	233	\$	2,000	
424-018-432-00025	Utilities	\$	1,687	\$	6,000	\$	1,244	\$	5,985	\$	1,659	\$	6,000	
424-018-432-00028	Capital Outlay	\$	-	\$	47,838	\$	51,503	\$	51,503	\$	68,671	\$	226,036	
424-018-432-00129	NM Fire Marshal \$100,000 Grant	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
424-018-432-00038	1/4% Fire Protection Excise Tax	\$	-	\$	6,000	\$	-	\$	7,000	\$	-	\$	7,000	
424-018-432-00046	Janitor Supplies	\$	-	\$	500	\$	-	\$	500	\$	-	\$	500	
424-018-432-00067	Property & Liability Insurance	\$	3,434	\$	4,000	\$	3,826	\$	4,000	\$	5,101	\$	4,000	
424-018-432-00074	Vol. Fireman Accident/Sickness Insurance	\$	3,976	\$	4,500	\$	4,046	\$	4,500	\$	5,395	\$	3,811	
424-018-432-00082	Safety Equipment	\$	2,155	\$	4,000	\$	-	\$	9,000	\$	-	\$	9,000	
424-018-432-00098	Training & Staff Development	\$	75	\$	1,434	\$	516	\$	1,434	\$	688	\$	1,434	
424-018-432-00127	Uniforms	\$	-	\$	1,000	\$	-	\$	1,000	\$	-	\$	1,000	
424-018-432-00139	Vol. Fireman Assistance Grant	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
424-018-432-00318	Debt Service - Interest	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
424-018-432-00319	Debt Service - Principal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
424-018-432-00580	Operation & Firefighter Safety	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
424-018-432-00585	NM Fire Marshal \$20,000 Grant	\$	13,621	\$	19,000	\$	5,285	\$	-	\$	7,047	\$	-	
Total Expenditures		\$	26,953	\$	103,372	\$	67,713	\$	94,022	\$	90,285	\$	267,881	
Cash Balance Reserves								\$		-		\$		131,223
Revenues Over (Under) Expenditures		\$	20,581	\$	(47,838)	\$	(24,958)	\$	(51,503)	\$	(33,278)	\$	-	



FY17 (2016-17 Operating Budget)								
Fund: 425		Cubero EMS						
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget	
<b>REVENUES:</b>								
425-35-300-56500	EMS Fund	\$ 3,200	\$ 3,000	\$ 3,000	\$ 3,000	\$ 4,000	\$ 3,000	
425-31-300-56600	Special Project Grant	\$ 6,000	\$ -	\$ (1,820)	\$ -	\$ (2,427)	\$ -	
Total Revenue		\$ 9,200	\$ 3,000	\$ 1,180	\$ 3,000	\$ 1,573	\$ 3,000	
<b>EXPENDITURES:</b>								
425-021-433-00010	Mileage & Per Diem	\$ -	\$ 500	\$ -	\$ 500	\$ -	\$ 500	
425-021-433-00012	Equipment Maintenance & Repair	\$ 710	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 1,000	
425-021-433-00082	Safety Equipment	\$ 330	\$ 1,000	\$ 3,203	\$ 7,566	\$ 4,271	\$ 5,543	
425-021-433-00098	Training & Staff Development	\$ -	\$ 500	\$ -	\$ 500	\$ -	\$ 500	
Total Expenditures		\$ 1,040	\$ 3,000	\$ 3,203	\$ 9,566	\$ 4,271	\$ 7,543	
Cash Balance Reserves				\$ -		\$ 4,543		
Revenues Over (Under) Expenditures		\$ 8,160	\$ -	\$ (2,023)	\$ (6,566)	\$ (2,698)	\$ -	

FY17 (2016-17 Operating Budget)													
Fund: 426		PHI Air Medical Group - Grants Base (EMS)											
FISCAL YEAR		2014 - 2015		2014 - 2015		2015 - 2016		2015 - 2016		2015 - 2016		2016 - 2017	
2017	Description	Actual		Budget		Actual 9 Mo.		Budget		Annualized		Budget	
REVENUES:													
426-35-300-56500	EMS Fund	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Revenue		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
EXPENDITURES:													
426-021-434-00082	Safety Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Cash Balance Reserves		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Revenues Over (Under) Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

[illegible]

FY17 (2016-17 Operating Budget)								
Fund: 435 Consolidated Dispatch Fund								
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget	
<b>TRANSFERS:</b>								
435-071-499-08407	From 405 to 435	\$ 209,866	\$ -	\$ -	\$ -	\$ -	\$ 344,012	
435-071-499-09003	From 401 to 435	\$ -	\$ 279,821	\$ 178,301	\$ 356,602	\$ 237,735	\$ -	
<b>Total Transfers</b>		<b>\$ 209,866</b>	<b>\$ 279,821</b>	<b>\$ 178,301</b>	<b>\$ 356,602</b>	<b>\$ 237,735</b>	<b>\$ 344,012</b>	
<b>EXPENDITURES:</b>								
435-070-435-00002	Full Time Salaries	\$ 336,155	\$ 308,204	\$ 213,296	\$ 371,956	\$ 284,395	\$ 415,521	
435-070-435-00005	Overtime Salaries	\$ 50,554	\$ 65,000	\$ 53,131	\$ 65,000	\$ 70,841	\$ 30,000	
435-070-435-00006	Postage	\$ 55	\$ 125	\$ 73	\$ 100	\$ 97	\$ 100	
435-070-435-00007	Telephone & Telegraph	\$ 4,178	\$ 3,500	\$ 3,110	\$ 3,500	\$ 4,147	\$ 3,500	
435-070-435-00008	Printing & Publishing	\$ 385	\$ 1,039	\$ 1,585	\$ 1,000	\$ 2,113	\$ 1,500	
435-070-435-00009	Office Supplies	\$ 14,094	\$ 14,924	\$ 6,965	\$ 21,500	\$ 9,287	\$ 21,500	
435-070-435-00010	Mileage & Per Diem	\$ 1,910	\$ 1,840	\$ 752	\$ 1,500	\$ 1,003	\$ 1,500	
435-070-435-00011	Vehicle Expense	\$ 934	\$ 1,555	\$ 413	\$ 2,500	\$ 551	\$ 1,500	
435-070-435-00012	Equipment Maintenance & Repair	\$ 31,217	\$ 34,045	\$ 29,683	\$ 31,000	\$ 39,577	\$ 35,000	
435-070-435-00016	Emergency TV	\$ 602	\$ 550	\$ 594	\$ 550	\$ 792	\$ 550	
435-070-435-00025	Utilities	\$ 5,642	\$ 5,000	\$ 4,753	\$ 5,000	\$ 6,337	\$ 5,000	
435-070-435-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
435-070-435-00039	Incidental Pay	\$ 6,705	\$ -	\$ 1,327	\$ -	\$ 1,769	\$ -	
435-070-435-00040	Cellular Phone Stipend	\$ 523	\$ 456	\$ 38	\$ 456	\$ 51	\$ 900	
435-070-435-00063	PERA	\$ 35,691	\$ 28,202	\$ 20,847	\$ 34,035	\$ 27,796	\$ 38,021	
435-070-435-00064	Social Security	\$ 23,889	\$ 23,139	\$ 16,199	\$ 27,093	\$ 21,599	\$ 27,622	
435-070-435-00065	Group Insurance	\$ 72,661	\$ 91,012	\$ 41,525	\$ 130,647	\$ 55,367	\$ 101,734	
435-070-435-00066	Workers' Comp. Deduction	\$ 105	\$ 120	\$ 46	\$ 140	\$ 61	\$ 150	
435-070-435-00067	Property & Liability Insurance	\$ 20,627	\$ 20,000	\$ 30,907	\$ 20,000	\$ 41,209	\$ 20,000	
435-070-435-00068	Medicare Tax	\$ 5,587	\$ 5,416	\$ 3,789	\$ 6,340	\$ 5,052	\$ 6,463	
435-070-435-00069	Dues, Fees, & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
435-070-435-00071	WC Insurance	\$ 1,165	\$ 1,165	\$ 1,091	\$ 1,165	\$ 1,455	\$ 1,165	
435-070-435-00081	Retiree Health Care	\$ 6,337	\$ 6,164	\$ 3,802	\$ 7,439	\$ 5,069	\$ 8,313	
435-070-435-00098	Training & Staff Development	\$ 4,992	\$ 5,000	\$ 2,569	\$ 8,000	\$ 3,425	\$ 8,000	
435-070-435-00126	State Unemployment Insurance	\$ -	\$ 9,000	\$ -	\$ 9,000	\$ -	\$ 9,000	
435-070-435-00127	Uniforms	\$ 1,479	\$ 1,500	\$ 1,205	\$ 8,000	\$ 1,607	\$ 4,000	
435-070-435-00259	Physical Exams	\$ 8	\$ 1,000	\$ 33	\$ 1,000	\$ 44	\$ 1,000	
435-070-435-00262	PSAP GIS	\$ -	\$ 8,000	\$ -	\$ 2,500	\$ -	\$ 2,500	
435-070-435-00793	E911 System Equipment & Maintenance	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	
<b>Total Expenditures</b>		<b>\$ 625,495</b>	<b>\$ 635,956</b>	<b>\$ 437,733</b>	<b>\$ 764,421</b>	<b>\$ 583,644</b>	<b>\$ 749,539</b>	
<b>Revenue Over (Under) Expenditures</b>		<b>\$ 19,217</b>	<b>\$ 13,001</b>	<b>\$ (117,269)</b>	<b>\$ 4,000</b>	<b>\$ (156,358)</b>	<b>\$ 196</b>	

FY17 (2016-17 Operating Budget)													
Fund: 438		County DWI - Special Grant											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUE:													
438-60-300-26200	LDWI Grant	\$	29,460	\$	44,464	\$	20,016	\$	60,014	\$	26,688	\$	41,000
Total Revenues		\$	29,460	\$	44,464	\$	20,016	\$	60,014	\$	26,688	\$	41,000
TRANSFERS:													
Total Transfers		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
EXPENDITURES:													
438-060-436-00002	Full Time Salaries	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
438-060-436-00063	PERA	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
438-060-436-00064	Social Security	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
438-060-436-00066	Worker's Compensation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
438-060-436-00068	Medicare Tax	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
438-060-436-00081	NM Retiree Health Care	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
438-060-436-00009	Office Supplies	\$	2,570	\$	-	\$	-	\$	-	\$	-	\$	-
438-060-436-00010	Mileage & Per Diem	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
438-060-436-00025	Utilities	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
438-060-436-00028	Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
438-060-436-00124	Contractual Services	\$	31,358	\$	27,578	\$	25,372	\$	59,514	\$	33,829	\$	41,000
438-060-436-09140	Operating Costs	\$	673	\$	500	\$	-	\$	500	\$	-	\$	-
438-060-436-00151	Return of DWI Grant funds	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Expenditures		\$	34,601	\$	28,078	\$	25,372	\$	60,014	\$	33,829	\$	41,000
Subtotal													
Cash Balance Reserves								\$	-	\$	-	\$	-
Revenues Over (Under) Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

FY17 (2016-17 Operating Budget)								
Fund: 439 County DWI - Distribution								
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget	
<b>REVENUE:</b>								
439-62-300-20000	Assessment Fees	\$ 4,661	\$ 2,000	\$ 2,242	\$ 4,000	\$ 2,989	\$ 4,000	
439-62-300-20100	SCRAM Monitoring Fees	\$ 160	\$ -	\$ 1,650	\$ -	\$ 2,200	\$ 2,500	
439-62-300-20200	Teen Court Fees	\$ 599	\$ 300	\$ 200	\$ 600	\$ 267	\$ 600	
439-61-300-26200	LDWI Distribution	\$ 226,085	\$ 238,148	\$ 140,655	\$ 215,262	\$ 187,540	\$ 234,208	
439-62-300-26500	Community DWI Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
439-62-300-26800	JAFF	\$ 7,869	\$ 10,300	\$ 6,878	\$ 10,300	\$ 9,171	\$ -	
439-62-300-38100	Miscellaneous Revenue	\$ 4	\$ -	\$ -	\$ -	\$ -	\$ -	
439-62-300-80300	Probation Fees	\$ 16,619	\$ 4,000	\$ 22,270	\$ 10,000	\$ 29,693	\$ 10,000	
439-62-300-80400	UA Fees	\$ 3,093	\$ -	\$ 2,643	\$ -	\$ 3,524	\$ 3,000	
<b>Total Revenues</b>		<b>\$ 259,090</b>	<b>\$ 254,748</b>	<b>\$ 176,538</b>	<b>\$ 240,162</b>	<b>\$ 235,384</b>	<b>\$ 254,308</b>	
<b>TRANSFERS:</b>								
439-061-499-09134	From 401 to 439 (from GF to DWI)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Transfers</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>EXPENDITURES:</b>								
439-060-437-00002	Full Time Salaries	\$ 102,454	\$ 93,880	\$ 75,135	\$ 111,040	\$ 100,180	\$ 119,802	
439-060-437-00005	Overtime Salaries	\$ 394	\$ -	\$ 130	\$ -	\$ 173	\$ -	
439-060-437-00006	Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	
439-060-437-00009	Office Supplies	\$ 959	\$ 1,500	\$ 1,927	\$ 1,500	\$ 2,569	\$ 3,500	
439-060-437-00010	Mileage & Per Diem	\$ 2,734	\$ 2,200	\$ 987	\$ 2,200	\$ 1,316	\$ 3,000	
439-060-437-00025	Utilities	\$ 2,677	\$ 2,400	\$ 733	\$ 2,400	\$ 977	\$ 2,400	
439-060-437-00039	Incidental Pay	\$ 1,000	\$ 1,500	\$ -	\$ 1,500	\$ -	\$ -	
439-060-437-00040	Cellular Phone Stipend	\$ 456	\$ 456	\$ 38	\$ 456	\$ 51	\$ 900	
439-060-437-00063	PERA	\$ 9,420	\$ 8,591	\$ 6,911	\$ 10,160	\$ 9,215	\$ 10,963	
439-060-437-00064	Social Security	\$ 6,325	\$ 5,821	\$ 4,538	\$ 6,885	\$ 6,051	\$ 7,427	
439-060-437-00065	Group Health Insurance	\$ 25,024	\$ 23,152	\$ 20,387	\$ 29,456	\$ 27,183	\$ 28,320	
439-060-437-00066	Worker's Compensation	\$ 31	\$ 30	\$ 18	\$ 40	\$ 24	\$ 40	
439-060-437-00068	Medicare Tax	\$ 1,530	\$ 1,362	\$ 1,061	\$ 1,610	\$ 1,415	\$ 1,738	
439-060-437-00069	Membership Dues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
439-060-437-00081	NM Retiree Health Care	\$ 1,985	\$ 1,878	\$ 1,447	\$ 2,460	\$ 1,929	\$ 2,396	
439-060-437-00098	Training & Staff Development	\$ 410	\$ 2,075	\$ 810	\$ 2,075	\$ 1,080	\$ 3,000	
439-060-437-10100	Professional Services	\$ -	\$ -	\$ -	\$ 26,908	\$ -	\$ -	
439-060-437-00124	Contractual Services	\$ 34,726	\$ 27,000	\$ 2,027	\$ 27,000	\$ 2,703	\$ 30,417	
439-060-437-00126	Unemployment Insurance	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ -	\$ 1,500	
439-060-437-08140	Operating Costs	\$ 51,963	\$ 70,000	\$ 21,210	\$ 21,671	\$ 28,280	\$ 34,105	
439-060-437-00151	Return of DWI Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,142	
439-060-437-07320	Assessment Fees	\$ 1,500	\$ 2,403	\$ 750	\$ 2,403	\$ 1,000	\$ 4,000	
439-060-437-00506	Community DWI Grant Program	\$ 5,624	\$ 6,500	\$ -	\$ 6,500	\$ -	\$ -	
439-060-437-00515	Teen Court Program Expense	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ 600	
<b>Total Expenditures</b>		<b>\$ 249,212</b>	<b>\$ 254,748</b>	<b>\$ 138,109</b>	<b>\$ 260,264</b>	<b>\$ 184,146</b>	<b>\$ 269,450</b>	
Subtotal		\$ -	\$ -	\$ -	\$ (20,102)	\$ 51,238	\$ (15,142)	
<b>Cash Balance Reserves</b>				\$ -	\$ 20,102	\$ -	\$ 15,142	
<b>Revenues Over (Under) Expenditures</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

FY17 (2016-17 Operating Budget)													
Fund: 475		County Fire Protection Excise Tax Fund											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUE:													
475-50-300-41000	Fire Excise Tax 0.25%	\$	146,375	\$	130,000	\$	120,822	\$	130,000	\$	161,096	\$	130,000
Total Revenues		\$	146,375	\$	130,000	\$	120,822	\$	130,000	\$	161,096	\$	130,000
TRANSFERS OUT:													
475-052-499-09018	From 475 to 407	\$	(99,000)	\$	(99,000)	\$	(7,000)	\$	(7,000)	\$	(9,333)	\$	(7,000)
475-052-499-09020	From 475 to 408	\$	(6,000)	\$	(6,000)	\$	-	\$	-	\$	-	\$	(7,000)
475-052-499-09021	From 475 to 409	\$	-	\$	(6,000)	\$	(7,000)	\$	(7,000)	\$	(9,333)	\$	(7,000)
475-052-499-09022	From 475 to 410	\$	-	\$	-	\$	-	\$	-	\$	-	\$	(7,000)
475-052-499-09025	From 475 to 416	\$	(6,000)	\$	(6,000)	\$	(7,000)	\$	(7,000)	\$	(9,333)	\$	(7,000)
475-052-499-09026	From 475 to 418	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
475-052-499-09928	From 475 to 424	\$	(6,000)	\$	(6,000)	\$	(7,000)	\$	(7,000)	\$	(9,333)	\$	(100,000)
475-052-499-09029	From 475 to 419	\$	(6,000)	\$	-	\$	(7,000)	\$	(7,000)	\$	(9,333)	\$	-
475-052-499-09040	From 475 to 401	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Transfers		\$	(123,000)	\$	(123,000)	\$	(35,000)	\$	(35,000)	\$	(46,665)	\$	(135,000)
EXPENDITURES:													
475-050-401-00008	Printing & Publishing	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
475-050-401-00012	Equipment Maintenance & Repair	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
475-050-401-00023	Repair to Buildings	\$	-	\$	-	\$	-	\$	-	\$	-	\$	30,000
475-050-401-00028	Capital Outlay	\$	-	\$	-	\$	-	\$	50,000	\$	-	\$	-
475-050-401-00082	Safety Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
475-050-401-00098	Training & Staff Development	\$	-	\$	20,000	\$	-	\$	20,000	\$	-	\$	20,000
475-050-401-02261	Administrative Charges	\$	4,780	\$	-	\$	3,934	\$	-	\$	5,245	\$	-
475-050-401-00101	Professional Services (County Ambulance Services)	\$	39,792	\$	40,000	\$	79,583	\$	40,000	\$	106,111	\$	40,000
Total Expenditures		\$	44,572	\$	60,000	\$	83,517	\$	110,000	\$	111,356	\$	90,000
Subtotal		\$	(21,197)	\$	(53,000)	\$	2,305	\$	(15,000)	\$	3,075	\$	(95,000)
Cash Balance Reserves		\$	-	\$	-	\$	-	\$	-	\$	-	\$	95,000
Revenues Over (Under) Expenditures		\$	(21,197)	\$	(53,000)	\$	2,305	\$	(15,000)	\$	3,075	\$	-

FY17 (2016-17 Operating Budget)													
Fund: 500		Clerk - Recording & Filing											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUE:													
500-63-300-57600	Fee Collections	\$	25,778	\$	25,000	\$	20,816	\$	25,000	\$	27,755	\$	27,000
Total Revenues		\$	25,778	\$	25,000	\$	20,816	\$	25,000	\$	27,755	\$	27,000
TRANSFERS:													
Transfers													
500-067-499-00118	From 500 to 401	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Transfers		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
EXPENDITURES:													
500-065-440-00009	Office Supplies	\$	11,168	\$	8,029	\$	3,224	\$	15,000	\$	4,299	\$	15,000
500-065-440-00011	Car Expense	\$	886	\$	3,700	\$	-	\$	3,700	\$	-	\$	3,700
500-065-440-00028	Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
500-065-440-00077	Tools & Supplies	\$	2,796	\$	3,500	\$	264	\$	3,500	\$	352	\$	3,500
500-065-440-00098	Training & Staff Development	\$	4,456	\$	5,500	\$	4,118	\$	5,500	\$	5,491	\$	6,500
500-065-440-00124	Contractual Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	6,000
500-065-440-00153	Special Projects	\$	5,350	\$	4,500	\$	2,680	\$	4,500	\$	3,573	\$	-
Total Expenditures		\$	24,656	\$	25,229	\$	10,286	\$	32,200	\$	13,715	\$	34,700
Subtotal		\$	1,122	\$	(229)	\$	10,530	\$	(7,200)	\$	14,040	\$	(7,700)
Cash Balance Reserves		\$	-	\$	-	\$	-	\$	-	\$	-	\$	7,700
Revenues Over (Under) Expenditures		\$	1,122	\$	(229)	\$	10,530	\$	(7,200)	\$	14,040	\$	-



FY17 (2016-17 Operating Budget)								
Fund: 501		Community Services Fund						
FISCAL YEAR	Description	2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017	
2017		Actual	Budget	Actual 9 Mo.	Budget	Annualized	Budget	
<b>TRANSFERS IN:</b>								
501-013-499-08408	Transfer in 405 to 501	\$ -	\$ -	\$ -	\$ 189,800	\$ -	\$ 341,804	
							\$ 341,804	
<b>EXPENDITURES:</b>								
501-004-440-00124	Contractual Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
501-008-440-00401	La Fiesta de Colores	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
501-008-440-00402	Literacy Volunteers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
501-008-440-00403	ABC Baseball	\$ 3,071	\$ 3,070	\$ -	\$ -	\$ -	\$ -	
501-008-440-00404	Chamber of Commerce	\$ -	\$ -	\$ 56,800	\$ 50,000	\$ 75,733	\$ 50,000	
501-008-440-01405	Grants Rodeo Association	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	
501-008-440-00406	Grants Main Street Project	\$ 37,000	\$ 34,500	\$ 29,689	\$ 34,500	\$ 39,585	\$ -	
501-007-440-00407	Spay and Neuter	\$ -	\$ 3,600	\$ -	\$ 3,600	\$ -	\$ -	
501-007-440-00408	Robertas Place	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 6,667	\$ 15,000	
501-008-440-00409	Cibola Arts Council	\$ 5,040	\$ 5,000	\$ 3,360	\$ 6,000	\$ 4,480	\$ -	
501-008-440-00410	Bi County Fair	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 3,333	\$ -	
501-007-440-00411	Humane Society	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
501-008-440-00412	Recreation - Future Foundations	\$ 61,300	\$ 61,300	\$ 40,868	\$ 61,300	\$ 54,491	\$ 63,000	
501-008-440-00413	Miscellaneous - Future Foundations Utilities	\$ 37,000	\$ 35,630	\$ 24,667	\$ 24,000	\$ 32,889	\$ 17,000	
501-009-440-00414	Economic Development	\$ 44,000	\$ 44,000	\$ 25,667	\$ 55,108	\$ 34,223	\$ 44,000	
501-008-440-00415	NM State Bookmobile	\$ 2,550	\$ 2,550	\$ 2,550	\$ 2,550	\$ 3,400	\$ 2,550	
501-007-440-00416	Homeless Program	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ -	
501-008-440-00418	Recycle Cibola	\$ -	\$ -	\$ 5,500	\$ 5,500	\$ 7,333	\$ -	
501-008-440-00419	Cibola Historic Society	\$ 8,000	\$ 8,000	\$ 10,000	\$ 10,000	\$ 13,333	\$ -	
501-008-440-00420	Run for the Wall	\$ 2,300	\$ 2,300	\$ -	\$ -	\$ -	\$ -	
501-008-440-00421	After School Programs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
501-008-440-00422	Community Services	\$ -	\$ -	\$ 155,000	\$ 150,000	\$ 206,667	\$ -	
501-008-440-00423	Riverwalk Legacy Trail	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	
501-008-440-00160	Cibola Transit Authority	\$ 65,978	\$ 50,000	\$ 30,453	\$ 66,349	\$ 40,604	\$ 66,349	
501-008-440-00061	NMSU County Extension Service	\$ 41,171	\$ 54,894	\$ 41,278	\$ 51,108	\$ 55,037	\$ 55,905	
501-008-440-00424	Rt 66 Promotional Video	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,000	
Subtotal Expenditures		\$ 319,910	\$ 339,844	\$ 433,332	\$ 535,015	\$ 577,775	\$ 341,804	
Revenues Over (Under) Expenditures							\$ -	

FY17 (2016-17 Operating Budget)												
Fund: 502		Community Services Fund										
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget
REVENUES:												
502-17-300-20001	OSAP Grant	\$	-	\$	-	\$	-	\$	-	\$	-	\$ 100,000
Total Revenues		\$	-	\$	-	\$	-	\$	-	\$	-	\$ 100,000
TRANSFERS:												
		\$	-	\$	-	\$	-	\$	-	\$	-	-
Total Transfers		\$	-	\$	-	\$	-	\$	-	\$	-	-
EXPENDITURES:												
502-010-462-00002	Full Time Salaries	\$	-	\$	-	\$ 7,769	\$	-	\$	10,359	\$	69,990
502-010-462-00004	Temporary Salareis	\$	-	\$	-	\$	-	\$	-	\$	-	-
502-010-462-00005	Overtime Salaries	\$	-	\$	-	\$	-	\$	-	\$	-	-
502-010-462-00006	Postage	\$	-	\$	-	\$	-	\$	-	\$	-	20
502-010-462-00008	Printing & Publishing	\$	-	\$	-	\$	-	\$	-	\$	-	1,973
502-010-462-00009	Office Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	1,253
502-010-462-00010	Mileage & Per Diem	\$	-	\$	-	\$	-	\$	-	\$	-	3,735
502-010-442-00040	Cell Phone Stipend	\$	-	\$	-	\$	-	\$	-	\$	-	660
502-010-462-00063	PERA	\$	-	\$	-	\$ 735	\$	-	\$	980	\$	6,404
502-010-462-00064	Social Security	\$	-	\$	-	\$ 476	\$	-	\$	635	\$	4,339
502-010-462-00065	Group Insurance	\$	-	\$	-	\$ 1,353	\$	-	\$	1,804	\$	6,494
502-010-462-00066	Workers' Comp. Deduction	\$	-	\$	-	\$ 2	\$	-	\$	3	\$	20
502-010-462-00067	Property & Liability Insurance	\$	-	\$	-	\$	-	\$	-	\$	-	-
502-010-462-00068	Medicare Tax	\$	-	\$	-	\$ 111	\$	-	\$	148	\$	1,015
502-010-462-00081	Retiree Health Care	\$	-	\$	-	\$ 154	\$	-	\$	205	\$	1,400
502-010-462-00098	Training & Staff Development	\$	-	\$	-	\$	-	\$	-	\$	-	815
502-010-462-01000	Community Support										\$	1,882
Subtotal Expenditures		\$	-	\$	-	\$ 10,600	\$	-	\$	14,134	\$	100,000
Revenue Over (Under) Expenditures												
		\$	-	\$	-	\$	-	\$	-	\$	-	-

FY17 (2016-17 Operating Budget)													
Fund: 503		Community Services Fund											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES:													
503-17-300-20000	CYFD Grant	\$	-	\$	-	\$	-	\$	-	\$	-	\$	135,616
Total Revenues		\$	-	\$	-	\$	-	\$	-	\$	-	\$	135,616
TRANSFERS:													
503-17-499-00999		\$	-	\$	-	\$	-	\$	-	\$	-	\$	30,825
Total Transfers		\$	-	\$	-	\$	-	\$	-	\$	-	\$	30,825
EXPENDITURES:													
503-010-441-00002	Full Time Salaries	\$	17,528	\$	22,971	\$	33,830	\$	22,971	\$	45,107	\$	41,600
503-010-441-00005	Overtime Salaries	\$	-	\$	-	\$	573	\$	-	\$	764	\$	-
503-010-441-00006	Postage	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
503-010-441-00008	Printing & Publishing	\$	1,526	\$	-	\$	-	\$	-	\$	-	\$	-
503-010-441-00009	Office Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	300
503-010-441-00010	Mileage & Per Diem	\$	3,107	\$	155	\$	126	\$	2,836	\$	168	\$	1,684
503-010-441-00063	PERA	\$	3,287	\$	2,102	\$	3,381	\$	2,102	\$	4,508	\$	3,806
503-010-441-00064	Social Security	\$	-	\$	1,424	\$	756	\$	1,424	\$	1,008	\$	2,579
503-010-441-00065	Group Insurance	\$	3,997	\$	18,997	\$	4,351	\$	18,997	\$	5,801	\$	19,227
503-010-441-00066	Workers' Comp. Deduction	\$	5	\$	10	\$	5	\$	10	\$	7	\$	10
503-010-441-00067	Property & Liability Insurance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
503-010-441-00068	Medicare Tax	\$	248	\$	333	\$	489	\$	333	\$	652	\$	603
503-010-441-00081	Retiree Health Care	\$	435	\$	-	\$	447	\$	-	\$	596	\$	-
503-010-441-00098	Training & Staff Development	\$	1,145	\$	4,320	\$	-	\$	-	\$	-	\$	1,500
503-010-441-00507	Continuum Coordinator	\$	-	\$	20,000	\$	-	\$	12,593	\$	-	\$	-
503-010-441-00510	Project Northland Program Guide	\$	328	\$	9,000	\$	1,957	\$	15,503	\$	2,609	\$	12,152
503-010-441-00512	Safe Schools Ambassadors Program	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
503-010-441-00513	Youth Mentoring Program	\$	-	\$	-	\$	7,000	\$	14,355	\$	9,333	\$	-
503-010-441-00514	Saturday School Program	\$	2,007	\$	12,600	\$	741	\$	12,059	\$	-	\$	5,460
503-010-441-00505	School Resource Officer	\$	21,457	\$	43,107	\$	23,231	\$	53,566	\$	-	\$	77,220
503-010-441-00506	Youth Committee	\$	-	\$	-	\$	-	\$	-	\$	-	\$	300
Subtotal Expenditures		\$	55,070	\$	135,019	\$	76,887	\$	156,749	\$	70,553	\$	166,441
Revenue Over (Under) Expenditures													
		\$	(55,070)	\$	(135,019)	\$	-	\$	-	\$	-	\$	-

FY17 (2016-17 Operating Budget)										
Fund: 552		CDBG								
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized
										2016 - 2017 Budget
<b>REVENUES:</b>										
552-75-300-59600	CDBG	\$	-	\$	-	\$	-	\$	-	\$ -
552-75-300-59700	CDBG	\$	324,800	\$	500,000	\$	-	\$	-	\$ -
552-75-300-59800	CDBG Planning Grant	\$	-	\$	50,000	\$	-	\$	-	\$ -
552-75-300-59900	CDBG	\$	-	\$	-	\$	45,000	\$	-	\$ 60,000
552-75-300-60000	CDBG Planning Grant	\$	-	\$	-	\$	175,200	\$	-	\$ 233,600
Total Revenues		\$	324,800	\$	550,000	\$	220,200	\$	-	\$ 293,600
<b>TRANSFERS:</b>										
552-087-499-09136		\$	-	\$	5,000	\$	-	\$	-	\$ -
Total Transfers		\$	-	\$	5,000	\$	-	\$	-	\$ -
<b>EXPENDITURES:</b>										
552-086-443-00028	Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$ -
552-086-443-00124	Contractual Services (Surveys, engineering, construction, etc.)	\$	-	\$	-	\$	-	\$	-	\$ -
552-086-443-00501	CDBG - Grant	\$	493,826	\$	500,000	\$	-	\$	-	\$ -
552-086-443-00502	CDBG - Match	\$	743,313	\$	725,561	\$	22,126	\$	-	\$ 29,501
552-086-443-00503	Planning	\$	37,929	\$	50,000	\$	-	\$	-	\$ -
552-086-443-00504	Planning Match	\$	5,493	\$	5,000	\$	-	\$	-	\$ -
Total Expenditures		\$	1,280,561	\$	1,280,561	\$	22,126	\$	-	\$ 29,501
Revenues Over (Under) Expenditures		\$	(955,761)	\$	(725,561)	\$	198,074	\$	-	\$ 264,099

FY17 (2016-17 Operating Budget)											
Fund: 561		Bond Fund 2006									
FISCAL YEAR	Description	2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017	2016 - 2017
2017		Actual	Budget	Actual 9 Mo.	Budget	Annualized	Budget	Annualized	Budget	Actual	Budget
<b>REVENUES:</b>											
561-80-300-18000	Income on Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
561-80-300-41000	GRT County Share (1st 1/8 & 3rd 1/8)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
561-80-300-41100	GRT Local Hospital 0.5%	\$ -	\$ 293,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
561-80-300-41200	GRT Equalization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
561-80-300-41300	Hold Harmless 1/4	\$ -	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
561-80-300-41400	2006A Escrow	\$ 567,844	\$ 567,844	\$ 23,297	\$ -	\$ 45,229	\$ -	\$ 45,229	\$ -	\$ 566,594	\$ -
561-80-300-41500	2006B Escrow	\$ 373,072	\$ -	\$ 138,472	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 516,944	\$ -
561-80-360-18100	Debit Service - Principal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
561-80-360-18200	Debit Service - Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues		\$ 940,916	\$ 1,410,844	\$ 161,769	\$ -	\$ 45,229	\$ -	\$ 45,229	\$ -	\$ 1,083,538	\$ -
<b>TRANSFERS:</b>											
561-094-499-06111	From 562 to 561 (from Bond Sinking Fund)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
561-094-499-07120	From 562 to 561 (from Bond Sinking Fund)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
561-094-499-09120	From 562 to 561 (from Bond Sinking Fund)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
561-095-499-08120	From 562 to 561 (from Bond Sinking Fund)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Transfers		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES:</b>											
561-093-444-00101	Professional Services	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
561-093-444-04261	Investment Maintenance Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
561-091-444-00318	Bond Debt Service - Interest	\$ 353,988	\$ 294,944	\$ 161,769	\$ -	\$ 235,992	\$ -	\$ 235,992	\$ -	\$ 760,000	\$ -
561-090-444-00319	Bond Debt Service - Principal	\$ 888,012	\$ 220,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 323,538	\$ -
Total Expenditures		\$ 353,988	\$ 296,944	\$ 161,769	\$ -	\$ 235,992	\$ -	\$ 235,992	\$ -	\$ 1,083,538	\$ -
Revenues Over (Under) Expenditures		\$ 586,928	\$ 1,113,900	\$ -	\$ -	\$ (190,763)	\$ -	\$ (190,763)	\$ -	\$ -	\$ -

FY17 (2016-17 Operating Budget)													
Fund: 562		Bond Sinking Fund											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUE:													
562-80-300-41100	Gross Receipts Tax (1st 1/8 & 3rd 1/8)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Revenues		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TRANSFERS OUT:													
562-096-499-09111	From 562 to 561 (to Bond Fund)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Transfers		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
EXPENDITURES:													
562-093-000-00261	Investment Maintenance Fees	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Cash Balance Reserves								\$ -					
Revenues Over (Under) Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

FY17 (2016-17 Operating Budget)									
Fund: 563		Construction Fund							
FISCAL YEAR		2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016		2016 - 2017	
2017	Description	Actual	Budget	Actual 9 Mo.	Budget	Annualized		Budget	
<b>REVENUE:</b>									
563-99-300-18000	Interest on Investments	\$ 2,275	\$ -	\$ 15,993	\$ -	\$ -	\$ -	\$ 25,000	
563-99-300-79500	County Complex	\$ 12,513,614	\$ 12,513,614	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Revenues		\$ 12,513,614	\$ 12,513,614	\$ -	\$ -	\$ -	\$ -	\$ 25,000	
<b>TRANSFERS:</b>									
563-99-499-79501		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 549,716	
Total Transfers		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 549,716	
<b>EXPENDITURES:</b>									
563-085-445-00101	Professional Services	\$ 56,981	\$ 733,539	\$ 1,886,881	\$ 12,457,789	\$ -	\$ -	\$ 8,443,996	
563-085-445-00124	Contractual Services	\$ 1,119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenditures		\$ 58,100	\$ 733,539	\$ 1,886,881	\$ 12,457,789	\$ -	\$ -	\$ 8,443,996	
Cash Balance Reserves				\$ -		\$ 7,869,280			
Revenues Over (Under) Expenditures		\$ 12,455,514	\$ 11,780,075	\$ (1,886,881)	\$ (12,457,789)	\$ -	\$ -	\$ -	

FY17 (2016-17 Operating Budget)													
Fund: 565		Revenue Bond Reserves											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES:													
565-80-300-18000	Income on Investments	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
565-99-300-05000	2014A Reserve	\$	524,481	\$	524,481	\$	-	\$	-	\$	-	\$	-
Total Revenues		\$	524,481	\$	524,481	\$	-	\$	-	\$	-	\$	-
TRANSFERS OUT:													
565-095-499-09103	From 565 to 561 (Revenue Bond Fund)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
565-094-499-09104	From 565 to 561 (Revenue Bond Fund)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Transfers		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
EXPENDITURES:													
565-093-444-01321	2006B Reserve	\$	366,512	\$	524,524	\$	-	\$	-	\$	-	\$	-
565-093-446-05261	Investment Maintenance Fee	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Expenditures		\$	366,512	\$	524,524	\$	-	\$	-	\$	-	\$	-
Revenues Over (Under) Expenditures		\$	157,969	\$	(43)	\$	-	\$	-	\$	-	\$	-



FY17 (2016-17 Operating Budget)													
Fund: 566		Revenue Bond Reserves											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES:													
566-99-300-05000	2014B Reserve	\$	742,400	\$	742,400	\$	-	\$	-	\$	-	\$	-
566-99-300-18000	Income on Investments	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Revenues		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TRANSFERS:													
566-000-499-10100	From 565 to 561 (Revenue Bond Fund)	\$	-	\$	-	\$	-	\$	-	\$	-		
566-000-499-10200	From 565 to 561 (Revenue Bond Fund)	\$	-	\$	-	\$	-	\$	-	\$	-		
566-000-499-10300	From 565 to 561 (Revenue Bond Fund)	\$	-	\$	-	\$	-	\$	-	\$	-		
Total Transfers		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
EXPENDITURES:													
566-000-447-26100	Investment Maintenance Fee	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Revenues Over (Under) Expenditures													
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

FY17 (2016-17 Operating Budget)													
Fund: 567		Bond Fund 2014A											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES:													
Total Revenues		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TRANSFERS:													
567-999-499-10800	From 569 to 567 (from Bond Income Fund)	\$	-	\$	-	\$	129,983	\$	519,931	\$	173,311	\$	521,381
Total Transfers		\$	-	\$	-	\$	129,983	\$	519,931	\$	173,311	\$	521,381
EXPENDITURES:													
567-000-448-31800	Bond Debt Service - Interest	\$	86,624	\$	-	\$	117,466	\$	234,931	\$	156,621	\$	226,381
567-000-448-31900	Bond Debt Service - Principal	\$	290,000	\$	-	\$	-	\$	285,000	\$	-	\$	295,000
Total Expenditures		\$	376,624	\$	-	\$	117,466	\$	519,931	\$	156,621	\$	521,381
Revenues Over (Under) Expenditures		\$	(376,624)	\$	-	\$	12,517	\$	-	\$	16,690	\$	-

FY17 (2016-17 Operating Budget)													
Fund: 568		Bond Fund 2014B											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES:													
Total Revenues		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TRANSFERS:													
568-999-499-99111	From 570 to 568 (from Bond Income Fund)	\$	-	\$	-	\$	184,764	\$	739,056	\$	-	\$	741,706
Total Transfers		\$	-	\$	-	\$	184,764	\$	739,056	\$	-	\$	741,706
EXPENDITURES:													
568-000-449-31800	Bond Debt Service - Interest	\$	177,211	\$	-	\$	247,028	\$	494,056	\$	-	\$	486,706
568-000-449-31900	Bond Debt Service - Principal	\$	145,000	\$	-	\$	-	\$	245,000	\$	-	\$	255,000
Total Expenditures		\$	322,211	\$	-	\$	247,028	\$	739,056	\$	-	\$	741,706
Revenues Over (Under) Expenditures		\$	(322,211)	\$	-	\$	(62,264)	\$	-	\$	-	\$	-

FY17 (2016-17 Operating Budget)													
Fund: 569		Bond Income Fund 2014A											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES:													
569-99-300-41000	Income on Investments	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
569-99-300-00314	Hold Harmless 1/4	\$	378,137	\$	-	\$	633,483	\$	880,000	\$	844,644	\$	900,000
569-99-300-05000	Bond Issuance	\$	52,580	\$	52,580	\$	-	\$	-	\$	-	\$	-
Total Revenues		\$	430,717	\$	52,580	\$	633,483	\$	880,000	\$	844,644	\$	900,000
TRANSFERS:													
569-000-499-99103	From 565 to 401 (from Bond Income Fund to GF)	\$	-	\$	-	\$	-	\$	(360,069)	\$	-	\$	(378,619)
569-000-499-10800	From 565 to 567(From Bond Income Fund to Bond Fund)	\$	-	\$	-	\$	(129,983)	\$	(519,931)	\$	(173,311)	\$	(521,381)
Total Transfers		\$	-	\$	-	\$	(129,983)	\$	(880,000)	\$	(173,311)	\$	(900,000)
EXPENDITURES:													
569-000-401-00124	Contractual Services	\$	30,709	\$	29,300	\$	-	\$	-	\$	-	\$	-
569-000-401-26100	Investment Maintenance Fees	\$	18,463	\$	-	\$	30,932	\$	-	\$	41,243	\$	-
Total Expenditures		\$	49,172	\$	29,300	\$	30,932	\$	-	\$	41,243	\$	-
</													

FY17 (2016-17 Operating Budget)											
Fund: 570		Bond Income Fund 2014B									
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized	2016 - 2017 Budget
REVENUES:											
570-99-300-18000	Income on Investments	\$	-	\$	-	\$	-	\$	-	\$	-
570-99-300-41300	GRT County Share (1st 1/8 & 3rd 1/8)	\$	339,095	\$	-	\$	526,218	\$	-	\$	701,624
570-99-300-41200	GRT Equalization	\$	-	\$	-	\$	-	\$	500,000	\$	-
Total Revenues		\$	339,095	\$	-	\$	526,218	\$	500,000	\$	701,624
TRANSFERS:											
570-000-499-12000	From 570 to 405(from Bond Income Fund to GF)	\$	-	\$	-	\$	-	\$	(420,944)	\$	-
570-000-499-10800	From 570 to 568(from Bond Income Fund to Bond Fund)	\$	-	\$	-	\$	(184,764)	\$	(739,056)	\$	(246,352)
Total Transfers		\$	-	\$	-	\$	(184,764)	\$	(1,160,000)	\$	(246,352)
EXPENDITURES:											
570-000-451-26100	Investment Maintenance Fees	\$	11,082	\$	-	\$	17,406	\$	-	\$	23,208
Total Expenditures		\$	11,082	\$	-	\$	17,406	\$	-	\$	23,208
Revenues Over (Under) Expenditures		\$	328,013	\$	-	\$	324,048	\$	(660,000)	\$	432,064
											-

FY17 (2016-17 Operating Budget)												
Fund: 575		NMFA Loan Fund										
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget
REVENUES:												
632-90-300-18000	Income on Investments	\$	-	\$	-	\$	-	\$	-			
Total Revenues		\$	-	\$	-	\$	-	\$	-	\$	-	\$
TRANSFERS:												
575-111-499-08005	From 575 to 405	\$	-	\$	-	\$	-	\$	-	\$	-	\$ (20,022)
		#N/A		#N/A		#N/A		#N/A		#N/A		\$ -
		#N/A		#N/A		#N/A		#N/A		#N/A		\$ -
Total Transfers		\$	-	\$	-	\$	-	\$	-	\$	-	\$ (20,022)
EXPENDITURES:												
		#N/A		#N/A		#N/A		#N/A		#N/A		\$ -
		#N/A		#N/A		#N/A		#N/A		#N/A		\$ -
Total Expenditures		#N/A		#N/A		#N/A		#N/A		#N/A		\$ -
											\$	20,022
Revenues Over (Under) Expenditures		#N/A		#N/A		#N/A		#N/A		#N/A		\$ -

FY17 (2016-17 Operating Budget)												
Fund: 601			Spokes									
FISCAL YEAR	Description	2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017	2016 - 2017
2017		Actual	Budget	Actual 9 Mo.	Budget	Annualized	Budget	Annualized	Budget	Annualized	Budget	Budget
<b>REVENUES:</b>												
601-75-300-53800	SHD Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT:</b>												
Total Transfers		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES:</b>												
601-085-453-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues Over (Under) Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FY17 (2016-17 Operating Budget)													
Fund: 603                      Emergency Management													
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES:													
602-35-300-56500	Grant Revenue	\$	-	\$	-	\$	-	\$	-	\$	-	\$	9,000
Total Revenues		\$	-	\$	-	\$	-	\$	-	\$	-	\$	9,000
TRANSFERS IN:													
Total Transfers		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
EXPENDITURES:													
602-021-461-00200	EMS Fund Act Expenditures	\$	-	\$	-	\$	-	\$	-	\$	-	\$	9,000
Total Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$	9,000
Revenues Over (Under) Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

REVENUES:

	Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000
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[illegible]

602-021-461-00200	EMS Fund Act Expenditures	\$	-	\$	-	\$	-	\$	-	\$	-	\$	9,000
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Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000
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FY17 (2016-17 Operating Budget)							
Fund: 603                      Emergency Management							
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget
REVENUES:							
603-68-300-10100	Grant Revenue	\$ 81,585	\$ 93,520	\$ 18,802	\$ 68,520	\$ 25,069	\$ -
603-68-300-45200	Emergency Preparedness (EMPG)	\$ 9,395	\$ 19,022	\$ 4,169	\$ 19,022	\$ 5,559	\$ 19,203
603-68-300-80200	WIPP/Fire Marshall Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
603-68-382-31400	Other Revenue	\$ 66,196	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues		\$ 157,176	\$ 112,542	\$ 22,971	\$ 87,542	\$ 30,628	\$ 19,203
TRANSFERS IN:							
603-076-499-09409	From 405 to 603 (from General Reserve Fund)	\$ -	\$ 29,821	\$ 38,317	\$ 76,633	\$ 51,089	\$ 84,852
Total Transfers		\$ -	\$ 29,821	\$ 38,317	\$ 76,633	\$ 51,089	\$ 84,852
EXPENDITURES:							
603-075-454-00002	Full Time Salaries	\$ 67,930	\$ 65,000	\$ 38,545	\$ 55,000	\$ 65,261	\$ 52,500
603-075-454-00005	Over-time Salaries	\$ 51	\$ -	\$ -	\$ -	\$ 68	\$ -
603-075-454-00006	Postage	\$ 143	\$ 100	\$ 31	\$ 1,000	\$ 132	\$ 200
603-075-454-00007	Telephone & Telegraph	\$ 3,087	\$ 3,000	\$ 2,379	\$ 3,000	\$ 3,077	\$ 2,500
603-075-454-00008	Printing & Publishing	\$ -	\$ 500	\$ 257	\$ 1,450	\$ -	\$ 500
603-075-454-00009	Office Supplies	\$ 4,611	\$ 4,582	\$ 6,384	\$ 6,625	\$ 5,408	\$ 1,000
603-075-454-00010	Mileage & Per Diem	\$ 1,411	\$ 1,000	\$ 501	\$ 3,000	\$ 180	\$ 500
603-075-454-00011	Car Expense	\$ 6,965	\$ 8,075	\$ 9,345	\$ 11,000	\$ 7,541	\$ -
603-075-454-00012	Equipment Maintenance & Repair	\$ 3,625	\$ 5,350	\$ 39,908	\$ 54,679	\$ 4,400	\$ 5,000
603-075-454-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
603-075-454-00039	Incidental Pay	\$ 625	\$ -	\$ -	\$ -	\$ 419	\$ -
603-075-454-00040	Cellular Phone Stipend	\$ 390	\$ 456	\$ 38	\$ 456	\$ 419	\$ 900
603-075-454-00063	PERA	\$ 7,805	\$ 5,948	\$ 3,976	\$ 5,948	\$ 7,485	\$ 4,804
603-075-454-00064	Social Security	\$ 4,204	\$ 4,030	\$ 2,328	\$ 4,030	\$ 4,051	\$ 3,255
603-075-454-00065	Group Insurance	\$ 2,834	\$ 85	\$ 4,952	\$ 19,064	\$ 2,988	\$ 14,575
603-075-454-00066	Workers' Comp. Deduction	\$ 13	\$ 10	\$ 2	\$ 10	\$ 12	\$ 10
603-075-454-00069	Membership Dues	\$ -	\$ -	\$ 110	\$ 350	\$ 12	\$ 300
603-075-454-00068	Medicare Tax	\$ 983	\$ 943	\$ 545	\$ 943	\$ 948	\$ 761
603-075-454-00081	Retiree Health Care	\$ 1,357	\$ 1,300	\$ 758	\$ 1,300	\$ 1,304	\$ 1,050
603-075-454-00082	Safety Equipment	\$ 36,170	\$ 36,500	\$ 10,515	\$ (20)	\$ 1,304	\$ -
603-075-454-00098	Training & Staff Development	\$ 1,551	\$ 2,500	\$ 569	\$ 12,315	\$ 173	\$ 2,500
603-075-454-01104	Emergency Expenses	\$ 2,113	\$ 5,000	\$ -	\$ 12,436	\$ 1,711	\$ 10,000
603-075-454-00124	Contractual Services	\$ 31,104	\$ 68,520	\$ 43,617	\$ 30,665	\$ 36,293	\$ 2,500
603-075-454-00126	Unemployment Insurance	\$ -	\$ 1,200	\$ -	\$ 1,200	\$ -	\$ 1,200
603-075-454-00127	Uniforms	\$ 32	\$ 967	\$ 1,352	\$ 5,900	\$ 43	\$ -
603-075-454-00200	EMS Fund Act Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
603-075-454-01242	WIPP/Fire Marshall Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
603-075-454-00259	Physical Exams	\$ -	\$ -	\$ 42	\$ -	\$ -	\$ -
603-075-454-09304	NMDOH OHEM Pandemic Influenza	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
603-075-454-09303	NMDOH H1N1 Influenza Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
603-075-454-00321	SHSGP 2012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
603-075-454-00322	SHSGP 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
603-075-454-00326	SHSGP 2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ 177,004	\$ 215,066	\$ 166,112	\$ 230,351	\$ 143,229	\$ 104,055
Revenues Over (Under) Expenditures		\$ (19,828)	\$ (72,703)	\$ (104,824)	\$ (66,176)	\$ (61,512)	\$ -

FY17 (2016-17 Operating Budget)									
Fund: 604		Fire Marshal							
FISCAL YEAR	Description	2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017	
2017		Actual	Budget	Actual 9 Mo.	Budget	Annualized		Budget	
REVENUES:									
604-18-300-56000	State Fire Allotment							\$	67,703
Total Revenues		\$	-	\$	-	\$	-	\$	-
								\$	67,703
TRANSFERS IN:									
Total Transfers		\$	-	\$	-	\$	-	\$	-
EXPENDITURES:									
604-018-461-00006	Postage							\$	1,000
604-018-461-00007	Telephone & Telegraph							\$	3,000
604-018-461-00008	Printing & Publishing							\$	1,000
604-018-461-00009	Office Supplies							\$	2,000
604-018-461-00010	Mileage & Per Diem							\$	3,000
604-018-461-00011	Car Expense							\$	6,000
604-018-461-00012	Equipment Maintenance & Repair							\$	13,500
604-018-461-00028	Capital Outlay							\$	-
604-018-461-00069	Membership Dues							\$	2,000
604-018-461-00082	Safety Equipment							\$	22,303
604-018-461-00098	Training & Staff Development							\$	8,000
604-018-461-01104	Emergency Expenses							\$	-
604-018-461-00124	Contractual Services							\$	-
604-018-461-00127	Uniforms							\$	5,900
Total Expenditures		\$	-	\$	-	\$	-	\$	-
								\$	67,703
Revenues Over (Under) Expenditures		\$	-	\$	-	\$	-	\$	-

FY17 (2016-17 Operating Budget)									
Fund: 605		Law Enforcement Protection							
FISCAL YEAR	Description	2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017	
2017		Actual	Budget	Actual 9 Mo.	Budget	Annualized		Budget	
<b>REVENUE:</b>									
605-42-300-57500	State LEP Allotment	\$ 30,200	\$ 30,200	\$ 30,200	\$ 28,400	\$ 40,267		\$ 28,400	
Total Revenues		\$ 30,200	\$ 30,200	\$ 30,200	\$ 28,400	\$ 40,267		\$ 28,400	
<b>EXPENDITURES:</b>									
605-035-455-00009	Office Equipment & Supplies	\$ 954	\$ 2,437	\$ 953	\$ 1,400	\$ 1,271		\$ 1,400	
605-035-455-00012	Equipment Maintenance & Repair	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
605-035-455-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
605-035-455-00082	Safety Equipment	\$ 4,356	\$ 14,200	\$ 878	\$ 4,000	\$ 1,171		\$ 4,000	
605-035-455-00098	Training & Staff Development	\$ 761	\$ 5,000	\$ -	\$ 5,000	\$ -		\$ 5,000	
605-035-455-00246	Firearms/Ammunition	\$ 8,028	\$ 16,828	\$ 8,343	\$ 6,000	\$ 11,124		\$ 6,000	
605-035-455-00248	Protective Clothing/Equipment	\$ 11,946	\$ 20,171	\$ 234	\$ 12,000	\$ 312		\$ 12,000	
Total Expenditures		\$ 25,091	\$ 56,199	\$ 9,455	\$ 27,000	\$ 12,607		\$ 28,400	
<b>TRANSFERS:</b>									
						\$ -		\$ -	
Cash Balance Reserves					\$ -			\$ -	
Revenues Over (Under) Expenditures		\$ 5,109	\$ (25,999)	\$ 20,745	\$ 1,400	\$ 27,660		\$ -	

FY17 (2016-17 Operating Budget)											
Fund: 612		NM Clean and Beautiful Fund									
FISCAL YEAR	Description	2014 - 2015		2014 - 2015		2015 - 2016		2015 - 2016		2015 - 2016	
2017		Actual		Budget		Actual 9 Mo.		Budget		Annualized	
REVENUE:											
612-45-300-53800	SHD Grant	\$	-	\$	2,500	\$	-	\$	-	\$	3,500
Total Revenues		\$	-	\$	2,500	\$	-	\$	-	\$	3,500
EXPENDITURES:											
612-045-456-00077	Tools & Supplies	\$	112	\$	500	\$	-	\$	-	\$	-
612-045-456-00082	Safety Equipment	\$	-	\$	-	\$	-	\$	-	\$	-
612-045-456-07140	Operating Costs	\$	2,000	\$	2,000	\$	-	\$	-	\$	3,500
Total Expenditures		\$	2,000	\$	2,000	\$	-	\$	-	\$	3,500
TRANSFERS:											
										\$	-

FY17 (2016-17 Operating Budget)													
Fund: 614		Care of Prisoners Enterprise Fund											
FISCAL YEAR 2017	Description	2014 - 2015 Actual		2014 - 2015 Budget		2015 - 2016 Actual 9 Mo.		2015 - 2016 Budget		2015 - 2016 Annualized		2016 - 2017 Budget	
REVENUES:													
614-86-300-40900	County Correctional Facility Gross Receipt Tax (1/8%)	\$	454,150	\$	440,000	\$	350,790	\$	440,000	\$	467,720	\$	450,000
614-85-301-57600	Fee Collections--Magistrate Court	\$	67,569	\$	45,000	\$	30,554	\$	45,000	\$	40,739	\$	-
614-85-380-30100	Care of Prisoners-Municipalities (7)\$65	\$	133,826	\$	132,860	\$	95,281	\$	153,300	\$	127,041	\$	166,105
614-85-380-30200	Care of Prisoners--Other Counties (48)\$65	\$	927,528	\$	1,100,840	\$	336,456	\$	1,270,200	\$	448,608	\$	1,138,800
614-85-380-30300	Care of Prisoners--State	\$	-	\$	84,000	\$	-	\$	84,000	\$	-	\$	45,000
614-85-380-30400	Care of Prisoners--Federal (20)\$50	\$	707,855	\$	664,300	\$	319,579	\$	664,300	\$	426,105	\$	365,000
614-85-380-30500	Care of Prisoners--Tribal	\$	833	\$	-	\$	540	\$	-	\$	720	\$	-
614-85-380-30800	Care of Prisoners--Medical	\$	-	\$	155,000	\$	-	\$	155,000	\$	-	\$	155,000
614-85-380-30700	Out-of-State Prisoner Fees	\$	9,177	\$	5,000	\$	14,893	\$	5,000	\$	19,857	\$	15,000
614-85-381-31100	Inmate Fees	\$	64,417	\$	15,000	\$	3,960	\$	15,000	\$	5,280	\$	15,000
614-87-382-18100	Interest on Delinquent GRT	\$	335	\$	-	\$	1,617	\$	-	\$	2,156	\$	2,500
614-87-382-18200	Penalty on Delinquent GRT	\$	1,463	\$	-	\$	4,502	\$	-	\$	6,003	\$	5,000
614-87-382-31500	Commissary Proceeds	\$	17,280	\$	20,000	\$	9,032	\$	20,000	\$	12,043	\$	20,000
614-87-382-31600	Other Revenues	\$	60,706	\$	50,000	\$	114,820	\$	50,000	\$	153,093	\$	50,000
614-87-382-38300	Vending Machine Proceeds	\$	717	\$	-	\$	335	\$	-	\$	447	\$	400
Total Revenue		\$	2,445,856	\$	2,712,000	\$	1,282,359	\$	2,901,800	\$	1,709,812	\$	2,427,805
TRANSFERS IN:													
614-101-499-09043	From 405 to 614 (from General Fund Reserve)	\$	1,206,502	\$	1,206,502	\$	572,318	\$	1,144,635	\$	763,091	\$	2,099,819
Total Transfers		\$	1,206,502	\$	1,206,502	\$	572,318	\$	1,144,635	\$	763,091	\$	2,099,819
EXPENDITURES:													
614-100-457-00002	Full Time Salaries	\$	1,481,728	\$	1,514,287	\$	1,117,364	\$	1,527,036	\$	1,489,819	\$	1,914,842
614-100-457-00004	Temporary Salaries	\$	-	\$	-	\$	-	\$	-	\$	-	\$	31,200
614-100-457-00005	Overtime Salaries	\$	123,598	\$	75,000	\$	97,373	\$	95,000	\$	129,831	\$	95,000
614-100-457-00006	Postage	\$	604	\$	750	\$	352	\$	750	\$	469	\$	750
614-100-457-00007	Telephone	\$	59,828	\$	60,000	\$	44,906	\$	60,000	\$	59,875	\$	60,000
614-100-457-00008	Printing/Publishing	\$	5,449	\$	4,223	\$	2,318	\$	5,056	\$	3,091	\$	3,000
614-100-457-00009	Office Supplies	\$	11,502	\$	12,000	\$	13,821	\$	18,000	\$	18,428	\$	15,000
614-100-457-00010	Mileage/Per Diem	\$	2,436	\$	1,600	\$	1,705	\$	3,343	\$	2,273	\$	3,000
614-100-457-00011	Vehicle Expense	\$	14,507	\$	15,226	\$	12,285	\$	17,000	\$	16,380	\$	15,000
614-100-457-00012	Equipment Maintenance & Repairs	\$	72,254	\$	14,500	\$	21,879	\$	30,000	\$	29,172	\$	18,000
614-100-457-00013	Equipment Rental	\$	2,804	\$	2,804	\$	-	\$	-	\$	-	\$	10,000
614-100-457-00016	Cable TV	\$	2,807	\$	2,200	\$	2,063	\$	3,000	\$	2,751	\$	3,000
614-100-457-00017	Photographic Equipment & Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
614-100-457-00018	Tech Support / Warranties	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
614-100-457-00024	Building & Grounds Maintenance and Repair	\$	128,393	\$	118,052	\$	59,363	\$	105,678	\$	79,151	\$	30,000
614-100-457-00025	Utilities	\$	169,270	\$	160,000	\$	111,815	\$	160,000	\$	149,087	\$	160,000
614-100-457-00028	Capital Outlay	\$	-	\$	-	\$	-	\$	60,000	\$	-	\$	60,000
614-100-457-09325	Transportation of Prisoners	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
614-100-457-00039	Incidental Pay	\$	25,809	\$	30,000	\$	6,682	\$	21,849	\$	8,909	\$	-
614-100-457-00063	PERA	\$	140,857	\$	138,558	\$	100,754	\$	139,727	\$	134,339	\$	169,377
614-100-457-00064	Social Security	\$	99,674	\$	98,538	\$	74,040	\$	100,573	\$	98,720	\$	120,663
614-100-457-00065	Group Insurance	\$	260,959	\$	341,046	\$	190,925	\$	331,278	\$	254,567	\$	533,572
614-100-457-00066	Workers' Compensation Deduction	\$	449	\$	530	\$	223	\$	500	\$	297	\$	590
614-100-457-00068	Medicare	\$	23,311	\$	23,039	\$	17,316	\$	23,522	\$	23,088	\$	28,221
614-100-457-00081	Retiree Healthcare	\$	27,702	\$	30,287	\$	19,976	\$	30,540	\$	26,635	\$	37,020
Total Next page													

FY17 (2016-17 Operating Budget)								
Fund: 614		Care of Prisoners Enterprise Fund						
FISCAL YEAR		2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017	
2017	Description	Actual	Budget	Actual 9 Mo.	Budget	Annualized	Budget	
<b>EXPENDITURES:</b>	<b>Continued</b>							
614-100-457-00040	Cellular Phone Stipend	\$ 38	\$ 456	\$ 38	\$ -	\$ 51	\$ 5,160	
614-100-457-00046	Janitorial Supplies	\$ 18,740	\$ 20,509	\$ 4,837	\$ 17,890	\$ 6,449	\$ 24,000	
614-100-457-00147	Other Supplies	\$ 289	\$ 343	\$ 187	\$ 135	\$ 249	\$ 500	
614-100-457-00049	Medical Supplies	\$ 4,716	\$ 5,284	\$ 4,975	\$ 7,500	\$ 6,633	\$ 7,500	
614-100-457-00059	Food Service - Meals	\$ 235,191	\$ 250,000	\$ 146,898	\$ 250,000	\$ 195,864	\$ 250,000	
614-100-457-00067	Property & Liability Insurance	\$ 341,009	\$ 341,009	\$ 422,294	\$ 345,000	\$ 563,059	\$ 425,000	
614-100-457-00069	Memberships & Association Dues	\$ 640	\$ 750	\$ 100	\$ 100	\$ 133	\$ 3,200	
614-100-457-00070	Ambulance Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
614-100-457-00071	WC Insurance	\$ 69,529	\$ 69,529	\$ 65,135	\$ 69,529	\$ 86,847	\$ 69,529	
614-100-457-00076	Equipment Operating Expenses (Diesel Generator, other)	\$ 5,094	\$ 6,000	\$ 5,870	\$ 8,500	\$ 7,827	\$ 6,000	
614-100-457-00077	Tools & Supplies	\$ 7,537	\$ 9,600	\$ 34,261	\$ 67,150	\$ 45,681	\$ 25,000	
614-100-457-00082	Safety Equipment	\$ 3,822	\$ 3,648	\$ 940	\$ 2,834	\$ 1,253	\$ 4,000	
614-100-457-00094	Training Supplies	\$ 1,655	\$ 1,115	\$ 2,050	\$ 3,000	\$ 2,733	\$ 3,000	
614-100-457-00098	Training & Staff Development	\$ 3,590	\$ 6,400	\$ 4,161	\$ 8,792	\$ 5,548	\$ 7,500	
614-100-457-00101	Professional Services	\$ 228,751	\$ 15,000	\$ 113,851	\$ 185,000	\$ 151,801	\$ 60,000	
614-100-457-00124	Contractual Services - Others	\$ 25,489	\$ 13,000	\$ 18,823	\$ 13,000	\$ 25,097	\$ 13,000	
614-100-457-00126	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
614-100-457-00127	Uniforms	\$ 4,913	\$ 12,685	\$ 11,685	\$ 17,000	\$ 15,580	\$ 17,000	
614-100-457-08134	Licenses, Fees, & Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
614-100-457-01328	Laundry Supplies	\$ 5,908	\$ 5,908	\$ 8,886	\$ 8,000	\$ 11,848	\$ 8,000	
614-100-457-00259	Physical Exams	\$ 488	\$ -	\$ 1,528	\$ -	\$ 2,037	\$ -	
614-100-457-00260	Computer Equipment	\$ 2,121	\$ 5,801	\$ 9,460	\$ 14,217	\$ 12,613	\$ 15,000	
614-100-457-03261	Bank Service Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
614-100-457-08300	Detention Supplies & Equipment	\$ 30,815	\$ 34,214	\$ 18,989	\$ 31,736	\$ 25,319	\$ 30,000	
614-100-457-00301	Inmate Clothing	\$ 738	\$ 9,000	\$ 21,142	\$ 53,900	\$ 28,189	\$ 35,000	
614-100-457-00300	K-9 Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	
614-100-457-00302	Inmate Mental Care	\$ 44,497	\$ 40,000	\$ 41,971	\$ 40,000	\$ 55,961	\$ 40,000	
614-100-457-00303	Monitoring Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
614-100-457-00304	Medical Care of Prisoners-Juvenile	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
614-100-457-00305	Care of Prisoners-Juveniles	\$ 117,197	\$ 85,000	\$ 57,907	\$ 85,000	\$ 77,209	\$ 85,000	
614-100-457-00306	Care of Prisoners - Adult	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
614-100-457-00307	Medical Care of Prisoners-Adult	\$ 149,093	\$ 60,000	\$ 32,624	\$ 60,000	\$ 43,499	\$ 60,000	
614-100-457-00308	Inmate Dental & Vision Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
614-100-457-00309	Pharmaceuticals	\$ 41,023	\$ 25,000	\$ 38,019	\$ 25,000	\$ 50,692	\$ 25,000	
614-100-457-00310	Homeless Voucher Matrix	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
614-100-457-00312	Inmate Recreation	\$ -	\$ -	\$ 226	\$ 300	\$ 301	\$ 500	
614-100-457-00317	CRS Administrative Fees	\$ 14,818	\$ -	\$ 10,002	\$ -	\$ 13,336	\$ -	
614-100-457-00508	Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenditures		\$ 4,011,642	\$ 3,662,891	\$ 2,972,019	\$ 4,046,435	\$ 3,962,691	\$ 4,527,624	
Revenues Over (Under) Expenditures		\$ (359,284)	\$ 255,611	\$ (1,117,342)	\$ -	\$ (1,489,788)	\$ -	

FY17 (2016-17 Operating Budget)							
Fund: 615		Full Compliance Program					
FISCAL YEAR		2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017
2017	Description	Actual	Budget	Actual 9 Mo.	Budget	Annualized	Budget
<b>REVENUES:</b>							
615-72-300-05000	Program Registration Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
615-72-300-10000	Grant Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
615-72-300-20000	DWI Teen Court fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20
615-72-300-20100	SCRAM Monitoring Fees	\$ 4,840	\$ 1,000	\$ 6,010	\$ 1,000	\$ 8,013	\$ 1,000
615-72-300-28000	Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000
615-72-300-80300	Probation Fees	\$ 6,056	\$ 4,000	\$ 8,689	\$ 4,000	\$ 11,585	\$ 1,000
615-72-300-80400	UA Fees	\$ 3,224	\$ 1,000	\$ 1,851	\$ 1,000	\$ 2,468	\$ 6,000
615-72-300-80500	Pre-trial Monitoring Fees	\$ 10,583	\$ 6,000	\$ 7,639	\$ 6,000	\$ 10,185	\$ 10,000
615-72-300-80600	DWI Probation Fees	\$ (673)	\$ -	\$ -	\$ -	\$ -	\$ 400
615-72-300-80700	DWI Assessments	\$ (390)	\$ -	\$ 147	\$ -	\$ 196	\$ 400
615-72-382-31400	OTHER REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>		<b>\$ 24,030</b>	<b>\$ 12,000</b>	<b>\$ 24,189</b>	<b>\$ 12,000</b>	<b>\$ 32,251</b>	<b>\$ 22,820</b>
<b>TRANSFERS IN:</b>							
615-081-499-09131	From 401 to 615 (from General Fund)	\$ 76,003	\$ 101,337	\$ 60,957	\$ 121,914	\$ 81,276	\$ 81,183
<b>Total Transfers</b>		<b>\$ 76,003</b>	<b>\$ 101,337</b>	<b>\$ 60,957</b>	<b>\$ 121,914</b>	<b>\$ 81,276</b>	<b>\$ 81,183</b>
<b>EXPENDITURES:</b>							
615-080-458-00002	Full Time Salaries	\$ 54,846	\$ 47,840	\$ 35,965	\$ 58,040	\$ 47,953	\$ 57,002
615-080-458-00004	Temporary Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
615-080-458-00005	Overtime Salaries	\$ 504	\$ -	\$ 297	\$ -	\$ 396	\$ -
615-080-458-00007	Telephone	\$ -	\$ 1,000	\$ 1,277	\$ 1,000	\$ 1,703	\$ 1,000
615-080-458-00009	Office Supplies	\$ -	\$ 200	\$ 409	\$ 4,000	\$ 545	\$ 2,000
615-080-458-00010	Mileage & Per Diem	\$ 908	\$ -	\$ -	\$ 2,400	\$ -	\$ 1,000
615-080-458-00011	Car Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
615-080-458-00012	Equipment Maintenance & Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
615-080-458-00023	Repair to Buildings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
615-080-458-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
615-080-458-00039	Incidental Pay	\$ 1,276	\$ -	\$ -	\$ -	\$ -	\$ -
615-080-458-00040	Cellular Phone Stipend	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
615-080-458-00063	PERA	\$ 5,713	\$ 4,378	\$ 3,472	\$ 5,311	\$ 4,629	\$ 5,216
615-080-458-00064	Social Security Tax	\$ 3,340	\$ 2,966	\$ 2,183	\$ 3,598	\$ 2,911	\$ 3,534
615-080-458-00065	Group Insurance	\$ 28,325	\$ 28,783	\$ 7,078	\$ 22,748	\$ 9,437	\$ 6,264
615-080-458-00066	Workers' Compensation Deduction	\$ 21	\$ 20	\$ 7	\$ 20	\$ 9	\$ 20
615-080-458-00068	Medicare Tax	\$ 781	\$ 694	\$ 511	\$ 842	\$ 681	\$ 827
615-080-458-00076	Compliance Testing Supplies	\$ 782	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 1,000
615-080-458-00077	Tools & Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
615-080-458-00081	NM Retiree Health Care Insurance	\$ 1,097	\$ 956	\$ 683	\$ 1,161	\$ 911	\$ 1,140
615-080-458-00098	Training & Staff Development	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ 1,500
615-080-458-00124	Contractual Services	\$ -	\$ 9,500	\$ -	\$ 9,500	\$ -	\$ 9,500
615-080-458-00126	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
615-080-458-06140	Operating Costs	\$ 12,128	\$ 15,030	\$ 11,375	\$ 24,000	\$ 15,167	\$ 14,000
615-080-458-00150	Return Unused Client Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
615-080-458-00259	Physicals	\$ -	\$ -	\$ 42	\$ -	\$ 56	\$ -
<b>Total Expenditures</b>		<b>\$ 109,721</b>	<b>\$ 113,367</b>	<b>\$ 63,299</b>	<b>\$ 137,620</b>	<b>\$ 84,398</b>	<b>\$ 104,003</b>
<b>Cash Balance Reserves</b>						<b>\$ -</b>	
<b>Revenues Over (Under) Expenditures</b>		<b>\$ (9,688)</b>	<b>\$ (30)</b>	<b>\$ 21,847</b>	<b>\$ (3,706)</b>	<b>\$ 29,129</b>	<b>\$ -</b>

FY17 (2016-17 Operating Budget)									
Fund: 620		Reappraisal Fund							
FISCAL YEAR		2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017	
2017	Description	Actual	Budget	Actual 9 Mo.	Budget	Annualized	Budget	Budget	
<b>REVENUES:</b>									
620-40-300-57600	Fee Collections	\$ 97,753	\$ 55,000	\$ 5,520	\$ 55,000	\$ 7,360	\$ 55,000		
<b>Total Revenues</b>		<b>\$ 97,753</b>	<b>\$ 55,000</b>	<b>\$ 5,520</b>	<b>\$ 55,000</b>	<b>\$ 7,360</b>	<b>\$ 55,000</b>		
<b>TRANSFERS:</b>									
620-026-499-09016	From 405 to 620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Transfers</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
620-025-459-00002	Full Time Salaries	\$ 8,841	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
620-025-459-00004	Temporary Salaries	\$ -	\$ 22,880	\$ -	\$ 21,840	\$ -	\$ 21,840	\$ -	
620-025-459-00009	Office Supplies	\$ 3,601	\$ 4,500	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ -	
620-025-459-00010	Mileage & Per Diem	\$ 1,825	\$ 7,000	\$ 1,085	\$ 7,000	\$ 1,447	\$ 7,000	\$ 8,000	
620-025-459-00012	Equipment Maintenance & Repair	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ 2,491	
620-025-459-00028	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
620-025-459-00063	PERA	\$ -	\$ 2,094	\$ -	\$ 1,998	\$ -	\$ 1,998	\$ 1,998	
620-025-459-00064	Social Security	\$ 548	\$ 1,419	\$ -	\$ 1,354	\$ -	\$ 1,354	\$ 1,354	
620-025-459-00065	Group Insurance	\$ -	\$ 18,538	\$ -	\$ -	\$ -	\$ -	\$ -	
620-025-459-00066	Workers' Comp. Deduction	\$ 2	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ -	
620-025-459-00068	Medicare Tax	\$ 128	\$ 332	\$ -	\$ 317	\$ -	\$ 317	\$ 317	
620-025-459-00077	Tools & Supplies	\$ 2,243	\$ 5,508	\$ 1,192	\$ 5,508	\$ 1,589	\$ 5,508	\$ 7,500	
620-025-459-00081	Retiree Health Care Ins.	\$ -	\$ 458	\$ -	\$ -	\$ -	\$ -	\$ -	
620-025-459-00098	Staff Training & Development	\$ 3,026	\$ 3,000	\$ -	\$ 9,000	\$ -	\$ 9,000	\$ 10,000	
620-025-459-00126	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Expenditures</b>		<b>\$ 20,214</b>	<b>\$ 67,739</b>	<b>\$ 2,277</b>	<b>\$ 50,517</b>	<b>\$ 3,036</b>	<b>\$ 55,000</b>		
<b>Cash Balance Reserves</b>				<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
<b>Revenues Over (Under) Expenditures</b>		<b>\$ 77,539</b>	<b>\$ (12,739)</b>	<b>\$ 3,243</b>	<b>\$ 4,483</b>	<b>\$ 4,324</b>	<b>\$ -</b>		



FY17 (2016-17 Operating Budget)											
Fund: 630		Computer Equipment & Software									
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget				
REVENUES:											
630-300-180	Income on Investment/Loan Account					\$	-	\$	-		
630-300-700	NM Finance Authority Draws					\$	-	\$	-		
Total Revenues		\$	-	\$	-	\$	-	\$	-	\$	-
TRANSFERS:											
630-093-499-00955						\$	-	\$	-	\$	(870)
Total Transfers		\$	-	\$	-	\$	-	\$	-	\$	(870)
630-401-028	Capital Outlay					\$	-	\$	-		
630-401-260	Computer Equipment & Software					\$	-	\$	-		
630-401-261	Maintenance Fees					\$	-	\$	-		
Total Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-
										\$	870
Revenues Over (Under) Expenditures		\$	-	\$	-	\$	-	\$	-	\$	-

FY17 (2016-17 Operating Budget)									
Fund: 632		VFD Loan Fund							
FISCAL YEAR		2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017	
2017	Description	Actual	Budget	Actual 9 Mo.	Budget	Annualized		Budget	
<b>REVENUES:</b>									
632-90-300-18000	Income on Investments	\$ -	\$ -	\$ -	\$ -				
<b>Total Revenues</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>TRANSFERS:</b>									
632-111-499-09413	From 409 to Debit Service Fund	\$ 15,959	\$ 15,959	\$ 16,574	\$ 15,959		22,099	\$ 16,776	
632-111-499-09418	From 418 to Debit Service Fund	\$ 38,185	\$ 38,185	\$ 38,187	\$ 38,185			\$ 38,188	
632-111-499-09429	From 424 to Debit Service Fund	\$ 13,790	\$ 13,790	\$ 13,789	\$ 13,790			\$ 13,790	
632-111-499-09430	From 632 to 405							\$ (134)	
<b>Total Transfers</b>		<b>\$ 15,959</b>	<b>\$ 15,959</b>	<b>\$ 16,574</b>	<b>\$ 15,959</b>		<b>22,099</b>	<b>\$ 68,620</b>	
<b>EXPENDITURES:</b>									
632-110-452-00320	Miscellaneous Expense	#N/A	#N/A	#N/A	#N/A	#N/A			
632-110-452-00319	Debt Service - Principal	#N/A	#N/A	#N/A	#N/A	#N/A		\$ 68,754	
<b>Total Expenditures</b>		<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>\$ 68,754</b>	
								<b>\$ 134</b>	
<b>Revenues Over (Under) Expenditures</b>		<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>\$ -</b>	

FY17 (2016-17 Operating Budget)									
Fund: 632		Solo Works Program							
FISCAL YEAR 2017	Description	2014 - 2015 Actual	2014 - 2015 Budget	2015 - 2016 Actual 9 Mo.	2015 - 2016 Budget	2015 - 2016 Annualized	2016 - 2017 Budget		
REVENUES:									
633-90-300-41100	NMFA Grant	#N/A	#N/A	#N/A	#N/A		\$	25,000	
Total Revenues		#N/A	#N/A	#N/A	#N/A	\$	-	\$	25,000
TRANSFERS:									
Total Transfers		\$	-	\$	-	\$	-	\$	-
EXPENDITURES:									
633-110-452-00320	Solo Works Program	\$	-	\$	-	\$	-	\$	25,000
Total Expenditures		\$	-	\$	-	\$	-	\$	25,000
							\$	-	
Revenues Over (Under) Expenditures		#N/A	#N/A	#N/A	#N/A	\$	-	\$	-

FY17 (2016-17 Operating Budget)									
Fund: 651		Capital Outlay Projects							
FISCAL YEAR		2014 - 2015	2014 - 2015	2015 - 2016	2015 - 2016	2015 - 2016	2015 - 2016	2016 - 2017	
2017	Description	Actual	Budget	Actual 9 Mo.	Budget	Annualized	Budget	Budget	
<b>REVENUES:</b>									
651-75-300-10000	NM Legislative Appropriations	\$ 51,324	\$ 230,000	\$ 326,583	\$ 793,000	\$ 435,444	\$ -	\$ -	
651-75-300-18000	Income On Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Revenues</b>		<b>\$ 51,324</b>	<b>\$ 230,000</b>	<b>\$ 326,583</b>	<b>\$ 793,000</b>	<b>\$ 435,444</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TRANSFERS:</b>									
651-087-499-09410	From 405 To 651	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Transfers</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
651-085-460-00028	Capital Outlay	\$ -	\$ -	\$ 25,382	\$ 160,000	\$ 33,843	\$ -	\$ -	
651-085-460-00124	Contractual Services	\$ 21,627	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	
651-085-460-06125	Jucicial Complex	\$ 9,465	\$ 130,000	\$ 2,876	\$ 228,000	\$ 3,835	\$ -	\$ -	
651-085-460-00020	Computer Software	\$ -	\$ -	\$ -	\$ 305,000	\$ -	\$ 305,000	\$ -	
<b>Total Expenditures</b>		<b>\$ 31,092</b>	<b>\$ 230,000</b>	<b>\$ 28,258</b>	<b>\$ 793,000</b>	<b>\$ 37,678</b>	<b>\$ 305,000</b>	<b>\$ 305,000</b>	
								\$ 305,000	
<b>Revenues Over (Under) Expenditures</b>		<b>\$ 20,232</b>	<b>\$ -</b>	<b>\$ 298,325</b>	<b>\$ -</b>	<b>\$ 397,766</b>	<b>\$ -</b>	<b>\$ -</b>	

**CIBOLA COUNTY  
STATE OF NEW MEXICO**

**REQUEST FOR PROPOSALS (RFP)**

**MANAGEMENT AND OPERATION OF THE  
CIBOLA COUNTY DETENTION CENTER**

**RFP #2016-08-01**

**CIBOLA COUNTY PURCHASING  
515 West High Street  
Grants, NM 87020**

**August 8, 2016**

## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The County of Cibola, State of New Mexico, on behalf of the Cibola County Board of County Commissioners, seeks sealed proposals for the management of the Cibola County Detention Center ("CCDC"). The CCDC is a 255 maximum bed Adult Detention Facility just outside of the incorporated municipality of Grants, New Mexico. Grants, New Mexico is a small community of about 9,253 and about 56 miles from other population centers. The County is interested in selecting a firm or individual that can manage and operate the detention center commencing October 1, 2016, and who can operate the detention facility at a reduced cost to the County. The firm may propose additional construction at no cost to the county and seek innovative ways of reducing costs.

The total annual budget for the CCDC is currently \$ 4.5 million, which includes \$ 125,000.00 in prisoner health care. The County has arranged a contract with the U.S. Marshal Service, the Bureau of Indian Affairs and County municipalities for the housing of revenue generating inmates.

The contract is subject to the approval of the New Mexico Board of Finance and the New Mexico Department of Finance and Administration Local Government Division.

### **B. SCOPE OF WORK**

The CCDC management and operation proposal shall include, but is not limited to:

1. An annual cost of operations to the County and sources of other funding to include contracting beds.
2. A transition plan to include the proposer assuming operations at the current facility as of October 1, 2016.
3. A plan which may incorporate accepting currently serving contract employees into the proposer's company.
4. An explanation of beneficial programs for inmates.

#### **Scope of Service - Facility & Systems Maintenance**

All replacement and maintenance of furnishing, fixtures, and installed equipment (FF&E) currently installed or located in the detention facility will be maintained at Contractor's expense. In the proposal, perspective contractors will propose any additional equipment considered appropriate to operate the facility in a more cost effective and efficient manner. Contractor will, during the term of this Contract, have the sole and exclusive right, in its sole discretion and at its own expense, to install items of movable machinery and equipment in or upon the detention facility.

No FF&E will be removed by Contractor from the detention facility without the prior approval and consent of the County; with appropriate and adequate replacement thereof by the Contractor. Contractor must manage and maintain the detention facility at its sole cost and expense; and in connection with all of Contractor's obligations pursuant to this Contract. Nothing in this Contract will prevent Contractor from purchasing or leasing items to be installed pursuant to the specifications.

#### Scope of Service - Supplies

Contractor must maintain adequate inventory of supplies in stock. The contract will include all costs associated with maintaining these supplies in stock and readily available at all times.

#### Other Requirements

Each Offeror must submit documentation to substantiate their ability to perform the required services. This includes, but is not limited to, the following:

1. Qualifications of and number of personnel directly employed by Offeror to perform the services, including the identification of mandatory posts and the process to ensure staffing requirements are met
2. Standards followed or Accreditations earned by Contractor. i.e., (New Mexico Association of Counties (NMAC), American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC), including plans to obtain accreditation. If no accreditations are held, Contractor shall commence NMAC Accreditation Process within one calendar year of the execution of this contract.
3. Provision of three (3) current customers, to include name, address, phone number, and email address with whom your company has provided identical or similar services. Provide accurate contact information.
4. Proof of liability and other insurance coverage as required by this RFP. Due to the sensitive nature of this RFP, the award of this proposal will be evaluated on the vendor's ability to perform, and other related factors as indicated above and that represents the best value to Cibola County.

### **C. SCOPE OF PROCUREMENT**

This procurement will result in a single source award. Contract award is expected on or about September 12, 2016.

### **D. PROCUREMENT MANAGER**

The County of Cibola has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or

requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Cibola.

**Frances Medina**  
Cibola County Certified Purchasing Officer

<u>Delivery Address (Including proposal delivery):</u> 515 West High Street, Grants, NM 87020	<u>Mailing Address:</u> 515 West High Street, Grants, NM 87020
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Phone: (505) 285-2513

E-mail: [frances.medina@co.cibola.nm.us](mailto:frances.medina@co.cibola.nm.us)

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Frances Medina's Delivery Address, above.

#### **E. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Board of County Commissioners” (also “BCC”) means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of the County government.

"Close of Business" means 4:30 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

“Contract Monitor” means the Cibola County Manager who will be the official monitor and liaison between the County and Contractor on all matters pertaining to the operation and management of the CCDC and this Contract.

"County" means the County of Cibola, State of New Mexico.

"Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a “mandatory” item or factor.)



"Evaluation Committee" means a body appointed by County management to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"For Cause" means failure by either party to meet provisions of this Contract when such failure materially affects the operation of the detention facility, including but not limited to, failure of Contractor to meet minimum standards of incarceration as specified herein.

"Inmate" means any person arrested by any law enforcement agency or formally charged with a criminal violation of municipal, county, state or federal law or ordinance; any person committed to the detention facility by any court or committing magistrate, whether under criminal or civil authority; all other persons required to be committed by the County pursuant to applicable laws, rules and regulations; and all persons presented to the detention facility by other governmental agencies for incarceration therein pursuant to an agreement for such incarceration.

"Inmate Day" means each calendar day or portion of such day during which an Inmate is incarcerated at the detention facility, provided however, for purposes of this Contract, Contractor will include in its determination of Inmate Days for any day only those Inmates that Contractor, through a daily census of Inmate population of the detention facility, confirms are incarcerated in the Detention facility at 12:01 a.m. of such day.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the County" means the department or other subdivision of the County of Cibola that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Cibola Purchasing Office or the Cibola County Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Cibola.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

"Statement of Compliance" and "Statement of Concurrence" mean an express statement, by the offeror in their proposal, that they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE Company] agrees to comply with this requirement." and "The [NAME HERE Company] concurs with this requirement."

"Standards" means all applicable laws or regulations of the State of New Mexico, the State and U.S. Constitutions, and the Contractor's Policies and Procedures.

## **F. PROCUREMENT LIBRARY**

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

**- New Mexico Procurement Code**

<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>

**- Cibola County Procurement Regulations**

<http://www.cibolacountynm.com/>

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

## A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue RFP	Procurement Manager (PM)	August 12, 2016
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors (PO)	August 15, 2016
3. Deadline to Submit Questions	PO	August 17, 2016
4. Response to Written Questions/ RFP Amendments	PM	August 19, 2016
<b>5. Submission of Proposal</b>	<b>Offerors</b>	<b>August 26, 2016 @ 4:30 PM MDT</b>
6. Proposal Evaluation	Evaluation Committee (EC)	August 29, 2016
7. Notice of Intent to Award	PM	August 31, 2016
8. Protest Period	Offerors	15 days after Notice of Intent to Award
9. Contract Award*	County Manager/BCC*	September 28, 2016

\*Contract award is subject to approval of the Board of County Commissioners.

## B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

### 1. Issue RFP

This RFP is being issued by the Cibola County Purchasing Agent on behalf of the Board of County Commissioners of Cibola County.

### 2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

### 3. Pre-Proposal Conference/Pre-Proposal Tour

There is a Pre-Proposal Conference/Pre-proposal Tour associated with this procurement, which will be held at the CCDC on the date and time specified in this proposal.

#### 4. Deadline to submit written questions

Potential offerors may submit written questions as to the intent or clarity of this RFP until 4:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

#### 5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be provided to all potential offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

#### 6. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 4:30 PM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "**Cibola County Detention Center Operation and Management**" Request For Proposals and should reference "RFP #2016-08-01." Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

#### 7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at his option initiate discussions with offerors who submit responsive or potentially

responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

#### 8. Contract Award

After review of the Evaluation Committee Report and the expiration of the protest period following the issuance of the Notice of Intent to Award the Contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

Any contract awarded shall be awarded to the offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

### **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and the Cibola County Procurement Policy.

#### 1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix C). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

#### 2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the offeror.

#### 3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

#### 4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract

performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

## 5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

## 6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

## 8. Disclosure of Proposal Contents

The proposals will be kept confidential until negotiations are completed. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

## 9. No Obligation

This procurement in no manner obligates Cibola County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

## 10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

## 11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## 12. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

## 13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

## 14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

## 15. Contract Terms and Conditions

The contract between the County the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B, Sample Contract. However, the County reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix B, that offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

#### 16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

#### 17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

#### 18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

#### 19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

#### 20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.



## 21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

## 22. County Rights

The County reserves the right to accept all or a portion of an offeror's proposal.

## 23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offeror's and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

## 24. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-selected offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

## 25. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

## 26. Competition

By submitting a proposal, offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

## 27. Use by Other Government Entities

By submitting a proposal, offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability by Cibola County.

## 28. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County of Cibola.

## 29. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

## 30. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the County, the version maintained by the County shall govern.

# III. RESPONSE FORMAT AND ORGANIZATION

## A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

## B. NUMBER OF COPIES

Offerors shall deliver six (6) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for six (6) identical copies would be fulfilled by submitting the original and five [5] copies of the original. The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

## C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

## 1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a. Letter of Transmittal Form (See Appendix C)
- b. Table of Contents
- c. Campaign Contribution Disclosure Form\* (See Appendix D) in a sealed and labeled envelope
- d. Proposal Summary (optional)
- e. Response to Specifications
- f. Other Supporting Material\*\*

\*Only the single original needs to be provided and must be secured in the binder marked “Original” in the required sealed and labeled envelope.

\*\*See also Section III.C.3., immediately below.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

## 2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix C **must** be completed, signed and included with the offeror's proposal.

## 3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

## **IV. SPECIFICATIONS**

### **A. INFORMATION**

#### **1. Background**

The purpose of this solicitation is to secure the operation and management of the Cibola County Detention Center (“CCDC”).

#### **2. Resident Business Preference**

13-1-21 NMSA 1978 provides for preference for resident businesses under certain conditions. A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2012 **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business.

#### **3. Resident Veteran Business Preference**

13-1-21 NMSA 1978 provides for preference for resident veteran businesses under certain conditions. A completed Exhibit F **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident veteran business preference.

#### **4. Response to Requirements**

Each requirement in sections IV.B. 1 through IV.B.6, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the offeror’s proposal.

### **B. MANDATORY REQUIREMENTS**

#### **1. Letter of Transmittal Form (0 Points – Pass/Fail Only)**

Offeror must complete and submit the “Letter of Transmittal Form”, found at Appendix C, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

#### **2. Prior Experience – (20 points)**

Offeror must detail its experience in contract detention facility operations, including but not limited to providing listing of experience with accurate contact information, as well as the credentials and experience of the proposed Detention Facility Administrator (Warden).

### **3. Transition Plan (5 points)**

Provide detailed transition plan for performance of the scope of services.

### **4. Insurance (0 Points – Pass/Fail Only)**

Offeror must agree, if selected and offered the contract to perform the required work, to submit a certificate of insurance consistent with the insurance section of the attached Contract and naming the Cibola County as additional insured. Such certificate of insurance does not have to be submitted with the Offeror's proposal but must be provided prior to contract award. A statement of concurrence is required.

### **5. Capability and Agreement to Perform (0 Points – Pass/Fail Only)**

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the contract at Appendix B. A statement of concurrence is required.

### **6. Campaign Contribution Disclosure Form (0 Points)**

Offeror must complete and sign the Appendix D, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Cibola are Commissioners Robert Armijo, T. Walter Jaramillo, Jack Moleres, Pat Simpson, and Lloyd Felipe).

### **7. Plan for Current Detention Center Employees (5 Points)**

Offeror must detail plan for converting of existing detention facility staff to Contractor's employees.

### **8. Programs for Inmates (5 Points)**

Offeror must detail programs it will make available for inmates.

### **9. Employee Retention, Training and Quality Assurance (15 points)**

Offeror must detail their employee pay and benefit package, personnel standards and training, how it will provide quality assurance and facilitate county audits, safety and emergency procedures, certifications and standards.

### **10. Cost of Operation to the County (50 points)**

Offeror must provide a proposed cost of providing operation and management services of the Cibola County Detention Center, including but not limited to the projected savings to the County compared with current costs of services.

## **V. EVALUATION**

### **A. EVALUATION POINT SUMMARY**

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual offeror proposals.

<b>REF.</b>	<b>REQUIREMENT</b>	<b>POINTS AVAIL.</b>
V.B.1	Letter of Transmittal Form	0*
V.B.2	Prior Experience	20
V.B.3	Transition Plan	5
V.B.4	Insurance	0*
V.B.5	Capability and Agreement to Perform	0*
V.B.6	Campaign Contribution Disclosure Form	0*
V.B.7	Plan for Current Detention Center Employees	5
V.B.8	Programs for Inmates	5
V.B.9	Employee Retention, Training & Quality Assurance	15
V.B.10	Cost of Operation to the County	50
<b>TOTAL</b>		<b>100</b>

\*Pass/Fail only.

### **B. EVALUATION FACTORS**

Points will be awarded based on the evaluation factors found in V.B.1 through V.B.10, as indicated.

#### **1. Letter of Transmittal Form (0 Points)**

Pass/Fail only.

#### **2. Prior Experience – (20 points)**

Points will be awarded based on number of years of providing similar detention center operation and management services, and the depth and breadth of offeror's response. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other offerors under this RFP.

**3. Transition Plan (5 points)**

Points will be provided based on the submission of a detailed work schedule and detail plans for how the transition to the performance of the scope of services will be effectuated.

**4. Insurance (0 Points – Pass/Fail Only)**

Pass/Fail Only.

**5. Capability and Agreement to Perform (0 Points – Pass/Fail Only)**

Pass/Fail Only

**6. Campaign Contribution Disclosure Form (0 Points)**

Pass/Fail Only

**7. Plan for Current Detention Center Employees (5 Points)**

Points will be awarded based on the depth and breadth of offeror's response regarding the conversion of existing detention facility staff to Contractor's employees.

**8. Programs for Inmates (5 Points)**

Points will be awarded based on the depth and breadth of the programs the Offeror will make available to inmates.

**9. Employee Retention, Training and Quality Assurance (15 points)**

Points will be awarded based on Offeror's employee pay and benefit package, Offeror's personnel standards and training, how Offeror will provide quality assurance and facilitate county audits, Offeror's safety and emergency procedures, certifications and standards.

**10. Cost of Operation to the County (50 points)**

Offeror must complete and submit the Cost Response Form, at Appendix C, providing the proposed cost for accomplishing the services called for herein. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County. Points will be awarded based on the total cost proposed on the Cost Response Form and calculated using the following formula:

Offerors Points = Lowest Total Proposed Cost

## **E. EVALUATION PROCESS**

### **1. Initial Review**

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

### **2. Clarifications**

The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.7.

### **3. Other Information Sources**

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

### **4. Resident Business/Contractor Preference; Veteran Preference**

13-1-21 NMSA 1978 provides for certain preferences under certain conditions. If applicable, the preference will be provided to those offerors that have provided the requisite supporting material with their proposal, as required by 13-1-22 NMSA 1978.

### **5. Scoring and Contract Award Recommendation**

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.



## APPENDIX A

### ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

#### Cibola County RFP #2016-08-01

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than August 15, 2016 @ 4:00 PM MDT].**

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:

**Frances Medina**  
Cibola Certified Purchasing Officer  
515 West High Street  
Grants, NM 87020  
Phone: (505) 285-2513

## **APPENDIX B**

### **SAMPLE CONTRACT**

## **CIBOLA COUNTY**

CONTRACT # 2016-08-01

THIS AGREEMENT is made and entered into by and between the County of Cibola, \_\_\_\_\_, hereinafter referred to as the "County" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

#### **1. Scope of Work.**

- 1.1 Management, Operation and Maintenance of Detention Facility. The Contractor shall manage, operate and maintain the detention facility at its sole cost and expense.
- 1.2 Maintenance and Improvement of the Detention Facility. Under the Performance Schedule, Contractor will keep the detention facility in good order, repair, and condition subject to ordinary wear and tear. Contractor will make all repairs to, and renewals and replacements, necessary to keep the detention facility in good order. Under provisions of the Performance Schedule Contractor may make any additions, modifications, or improvements to the detention facility as Contractor and the County may agree in writing. Title to any such additions or modifications vests to the County.
- 1.3 Property Inventory. Under provisions of the Performance Schedule the Parties will make an inventory of all furnishings; fixtures, and equipment (FF&E) located at the detention facility or attached to the Detention facility prior to Contractor taking possession. Each Party will have an original of this inventory and each will sign both originals. The Parties will note on the Inventory the condition of each piece of inventoried property.
- 1.4 Maintenance of FF&E. All replacements of FF&E will be at Contractor's expense for the Performance Schedule. Upon the County's request, Contractor will cooperate in an annual joint review and audit of all FF&E as related to the Performance Schedule. No FF&E will be transferred from the detention facility by the County without the prior approval of the Contractor. No FF&E will be removed by Contractor from the existing County detention facility without the prior approval and consent of the County; and, appropriate and adequate compensation or replacement by the Contractor.

- 1.5 Title to FF&E. Title to all non-declined FF&E listed on the Inventory remains with the County.
- 1.6 Contractor's Machinery and Equipment. Pursuant to Contractor's obligations to operate, manage and maintain the Detention facility and support facilities at its sole cost and expense; and in connection with all of Contractor's obligations pursuant to this Contract, Contractor will during the term of this Contract have the sole and exclusive right, in its sole discretion and at its own expense, to install items of movable machinery and equipment in or upon the Detention facility and support facilities.
- 1.7 Taxes, Utilities, and Other Governmental Charges. Contractor will timely pay tangible personal or business property taxes as to Contractor's property and all other taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to Contractor's provision of services, but Contractor will not be responsible for payment of ad valorem taxes on the existing detention facility.
- 1.8 Utilities. The Contractor is responsible for payment of all utilities including, but not limited to; water, sewer, electricity, and gas necessary in order to operate the detention facility.
- 1.9 Transition. The County agrees that it will cooperate with and reasonably assist Contractor in facilitating the transition from the current contractor operation of the existing detention facility to the Contractor as the operator of the detention facility.
- 1.10 Custody and Treatment. Upon the Service Commencement Date, Contractor will operate, manage, and maintain the existing detention facility in a professional manner and in accordance with all standards in connection with the operation, management and maintenance of the detention facility. Contractor will incarcerate and release Inmates upon written authority of a court of competent jurisdiction, or the contracting agency and will at its sole expense provide in a good and workmanlike manner and of a commercially reasonable quality, all goods and services, including, but not limited to, the items listed herein, necessary for and/or incidental to the operation of the detention facility, consistent with inmate rights, and acceptable jail industry standards. Contractor is required to adopt and comply with the Prison Rape Elimination Act (PREA) 28 C.F.R. §115.12 and §115.312. Inmate Handbook is required to include information regarding Inmate rights and processes on how to complain about sexual misconduct, including mechanisms for reporting sexual misconduct to individuals outside the facility.
- 1.11 Procedures Manual. Contractor will prepare, adopt, and present to the County Manager a procedures manual for the operation specific to the management and operations of this detention facility. Contractor will make such modifications, corrections, and updates in said procedures manual, as are necessary to maintain the facilities in compliance with all applicable laws. Policy shall include PREA's Records Retention Policy, 28 C.F.R. §115.71, that requires all reports of administrative or criminal investigations be retained for as long as the alleged abuser is incarcerated with or employed by the county, plus five additional years.
- 1.12 Training of Employees. Contractor, at its sole cost and expense, with such assistance and cooperation as may be reasonably necessary from the County and the County Manager, will ensure that all employees at the detention facility are adequately trained to perform at the requisite levels and standards required to maintain the safe and orderly control of the facility. In addition to other training that the contractor may provide, all employees will receive:

(a) Formal Field Training Officer [FTO] shall be conducted prior to an employee being allowed to work independently in supervising inmates. This program is overseen by an experienced and trained FTO, and all subject matter included in the program will be documented and recorded in the individual's training file. This program is a formal mentoring and guidance process conducted by Contractor supervisory personnel.

(b) Eighty hours of formal detention officer course for all new employees, as soon as practical and within the first six months of employment. a. Up to 60 hours of this course may be provided by interactive [on-line] distance learning. The remaining 20 hours will be in person and include testing, and proficiency demonstrations by the student officers.

(c) Sixteen hours of additional detention facility skills and liability training. This training will include such topics as suicide prevention, use of force, medical and mental services, fire suppression, searching, and restraints.

(d) Adequate training shall be conducted for employees assigned to the Special Management Unit which houses mentally ill inmates, protective custody inmates and disciplinary segregated inmates.

All formal training will be provided by experienced and certified or licensed law enforcement or jail instructors. For purposes of this proposal a certified or licensed instructor means an instructor with at least three (3) years experience in jail operations, who has completed a state [New Mexico or other] sanctioned instructor course in the subject matter to be taught. FTOs should be experienced in jail operations, and trained or experienced in mentoring and providing one-on-one instruction. FTO course training is preferred. The Contractor will maintain all Contractor employees' employment, pay, and training records. All such records will be maintained in good order, and are subject to inspection by the County Manager during all reasonable business hours. The Contractor may use its own in-house or other contract training services, however remains solely responsible for ensuring that all employees are adequately trained and supervised.

1.13 Utilization of Other Facilities. The County agrees it will not house County Inmates in any facility other than the detention facility described herein, except in exigent circumstances. Coordination of housing in other facilities is encouraged.

1.14 Performance Schedule - Housing of Non-County Inmates.

(a) Under the Performance Schedule, Cibola County Inmates are given first priority for detention facility beds.

(b) Subject to the provisions of this Contract, the Contractor may enter into separate contracts with other entities for the housing of other entities' Inmates when space is available at the detention facility.

(c) If at any time the existing Detention facility is at capacity and a County Inmate is presented, Contractor will immediately accept that Inmate and organize the transfer of the non-County Inmate from the detention facility.

1.15 Safety and Emergency Procedures. Contractor will develop plans to provide for emergencies such as labor disputes, riots, escape, fire, and manmade or natural disasters. These

plans will be submitted to the County Manager prior to the Service Commencement Date for review and approval. Contractor will assist the County in soliciting the approval of such procedures by other law enforcement agencies.

1.15 Sanitation/Hygiene. Contractor will provide sanitation/hygiene in all locations at the detention facility in conformity with the Standards.

1.16 Accreditation. Contractor will receive and retain all licenses, certifications, and inspection reports necessary for the safe and orderly operation of the facility.

1.17 Recreation. Contractor will provide Inmates with opportunities for exercise and leisure time activities in accordance with the Standards. The recreational program will include both indoor and out-door activities for eligible inmates.

1.18 Access to Courts. Contractor will provide Inmates access to courts in accordance with the Standards; to include access to a law library (paper or electronic).

1.19 Routine Health Care Services. Contractor will provide and be responsible for the cost of basic, routine, and preventative medical, dental, and psychological services, and over-the-counter pharmaceuticals to any Inmate, including first aid and emergency outpatient care and shall conduct routine review of inmates housed in the Special Management Unit to ensure sufficient documentation and justification exists for keeping them in the special unit.

1.20 Other Health Care Services.

(a) The cost of hospitalization, prescription drugs, surgical and non-routine dental care for an Inmate will be the obligation of the Prisoner Transfer Source or the jurisdiction from which the Inmate was assigned to the detention facility, including Inmates from the County, except as otherwise provided by Agreement.

(b) County will not be obligated to pay or bear any cost of any medical or health care (or transportation to obtain such care) for any Inmates, other than County Inmates.

1.21 Food Service. Contractor will provide food service for Inmates in accordance with the Standards. The county currently has a contract with Trinity Services Group and the contract expires June 30, 2017.

1.22 Laundry. Contractor will provide laundry services for Inmates in compliance with the Standards.

1.23 Transportation. Contractor will provide full transportation for Inmates to and from the Cibola County Detention Center, to and from all Cibola County Courts, including but not limited to Magistrate Court, and hospital or other healthcare providers.

1.24 Commissary. Contractor will provide a commissary in accordance with the Standards. The proceeds from the commissary will be utilized to establish and maintain the commissary for Inmates' benefit and to pay for costs associated with its operation, including commissary staff salaries. The commissary may be located off-site. The county currently has a contract with Trinity Services Group and the contract expires June 30, 2017.

1.25 Mail. Contractor will provide delivery of mail to inmates in the detention facility in compliance with the Standards.

1.26 Inmate Telephone System. Contractor will provide a telephone system in accordance with the Standards. The county currently has a contract with GTL and the contract expires June 30, 2017.

1.27 Religion. Contractor will provide for religious services and provide other social programs in compliance with Standards.

1.28 Facility Supplies. Contractor will provide all detention facility supplies necessary and/or incidental to the operation, management and maintenance of the detention facility; including, but

not limited to; general hygiene items, office supplies and building support items such as cleaning supplies, mops, buckets, linens, towels, and clothing.

1.29 Grievance Procedure. Contractor will provide a formal grievance procedure for Inmates in compliance with the Standards, to include PREA §115.52 requirement to permit an inmate to report sexual misconduct to anyone at any time. Time deadlines for filing a complaint must enable such reporting.

1.30 Security and Control. Contractor will provide security and control in accordance with the Standards at the detention facility and during any transportation of the Inmate.

1.31 Communication and Cooperation. The County through the oversight of the County Manager will reasonably cooperate with Contractor in all matters of law enforcement, security, and communications. The County and the County Manager will reasonably assist and cooperate with Contractor in providing information requested by Contractor in the screening of candidates for employment to the extent such information may be lawfully obtained or released under federal or state law. The Contractor will verify to the County that all Contractor employees undertaking detention facility duties meet the requirements for training, licensing/certification, and hiring as required by the state, and this contract.

1.32 Prisoner Escape. In the event an Inmate confined in the detention facility escapes from the detention facility, Contractor will immediately notify appropriate law enforcement agencies, including the Cibola County Sheriff, of such escape. The County Sheriff with the full assistance of the Contractor will coordinate activities for the capture and return of the escaped Inmate pursuant to the written policies and procedures developed by the Contractor and approved by the County. The Contractor will expend all reasonable efforts in assisting in the capture and return of any escaped Inmates.

1.33 Staffing / Personnel.

(a) Contractor will provide sufficiently qualified and trained personnel, in accordance with the Standards, to deliver twenty-four (24) hour care and supervision of inmates, as well as all administrative and support service personnel for the overall operation of the detention facility. Per PREA. §115.13, Staffing Plan will provide for adequate levels of staffing and video monitoring to protect against sexual abuse.

(b) Contractor, will give preferential consideration in hiring to current employees, subject to said employees meeting Contractor's conditions of employment. Those current employees not meeting the established training, screening, and proficiency level demonstrations, if hired by the Contractor, will be screened, trained, and demonstrate proficiency within the first 6 months of the contract.

(c) Contractor will provide its employees a benefit package that includes wages at a level to attract, and retain employees thereby reducing turnover and inefficiency.

(d) Prior to employment of any individual with Contractor, Contractor will subject all applicants to a background check, including criminal, medical, psychological, drug screen, and employment history to the extent allowed by law and in accordance with the Standards. These records become a part of the employee file, and are subject to inspection by the County Manager, and other regulatory authorities. Per PREA §115.17, Contractor is prohibited from hiring or promoting anyone who may have contact with inmates who have been convicted of engaging or attempting to engage in sexual activity by force or through threats of force or coercion or who has engaged in sexual abuse in a secure facility.

(e) Personnel Policy will include a provision that a violation of the detention center sexual misconduct policy is cause for termination of staff.

(f) The Contractor will obtain approval from the County Manager regarding the Contractor's Warden (or main supervisory official) positions. This individual will have at least five (5) years of detention facility management or supervisory experience. The County Manager's approval will not be unreasonably withheld.

1.34 Use of Local Disadvantaged Businesses and Local Hiring. Contractor will use reasonable efforts to identify and utilize disadvantaged businesses as sub-contractors and suppliers that may provide or have the potential to provide supplies, materials, services, and equipment to Contractor for performance of this Contract. Contractor will use its best efforts to purchase local goods and services in connection with the operation, maintenance, and management of the Detention facility. Contractor will also encourage its subcontractors to similarly utilize disadvantaged businesses, hire local personnel, and purchase goods and services locally.

1.35 Current Contract with Other Entities. Cibola County has agreements with USMS, and the Bureau of Indian Affairs [BIA] to house federal inmates at the current charge of \$\_\_\_\_ per-bed-per-day. The County also houses municipality inmates (within the County) at contracted per-bed-per-day rates. The county is interested in maintaining these contractual relationships.

1.36 Performance Schedule Proposals. Cibola County is seeking proposal to operate the current detention facility under a full operation and management contract. The Contractor is required to provide all security, support, and management staff, expendables, and materials necessary to operate the facility.

1.37 Post Conviction Actions. Confinement by Contractor will not deprive any Inmate of any legal right which he would have if confined in a State-operated incarceration or detention facility. Contractor will not be responsible for defense of any post-conviction action, including appeals and writs of habeas corpus, by any inmate challenging the underlying judgment of conviction or the administration of the sentence imposed.

1.38 Defense/Immunity. By entering into this Contract, the Contractor does not waive any immunity defense nor does Contractor waive any immunity, which may be extended to it by operation of law including limitation of damages.

1.39 Notice of Claims. The Contractor and the County agree that they will within ten (10) working days of receiving notice of a claim resulting from or arising out of, in whole or in part, the operation, management, and maintenance of the Detention facility under this Contract, provide written notice of such claim to the other.

1.40 Prior Occurrences. Contractor will not be responsible for any losses or costs resulting from litigation pending at the time this Contract becomes effective or for lawsuits arising thereafter relating to events or conditions which occurred or existed prior to the effective date of this Contract. Contractor agrees to cooperate with the County in defense of these suits.

1.41 Standards for Conditions of Confinement. Within one (1) month of the execution of this Contract, Contractor will provide the County with written comprehensive standards for conditions of confinement, and detailed policies and procedures. Said documents will be incorporated as an addendum to this Contract.

1.42 Monitoring by County. The County Manager will have access at all times to all areas of the detention facility. The County Manager or designee may conduct on-site QA and audit inspections of any facilities covered by this contract. Contractor will, at no cost to the County, provide the County Manager Office space within the detention facility as reasonably necessary to perform his QA and auditing. Regularly scheduled reports on incidents, population information, grievances and inmate disciplinary actions shall be provided to County Manager.

1.43 Inmate Records. Contractor will establish and operate a record and report system, which is consistent with applicable Standards. Upon termination of the Inmate's confinement, Contractor will forward the Inmate's records to the Contract Monitor. Contractor will retain public information, which cannot identify the former Inmate, copies of any research data, which has been depersonalized, and copies of reports generated by Contractor.

1.44 Confidential. To the extent allowed by applicable state and federal laws, any confidential information provided to or developed by Contractor in the performance of this Contract will be kept confidential and will not be made available to any individual or organization by Contractor or the County without prior written approval of the other party.

1.45 Criminal History Records.

(a) To assist Contractor, the County will provide to Contractor, to the extent allowed by law and at no cost to Contractor, copies of the NCIC and/or FBI criminal history records for each person booked into the Detention facility. This will be provided during or immediately after the initial booking process.

(b) If requested by Contractor and legally permissible, the County, with the consent of the applicant, will provide these records for each job applicant whom Contractor considers to hire.

1.46 Existing Contracts. The Parties expressly recognize that presently existing contracts between the County and others relative to the operation of the Detention facility are binding on Contractor, unless expressed herein.

## **2. Compensation.**

A. Contractor shall be paid for services at a rate not to exceed [insert amount] for its operation, maintenance and management of the CCDC. Contractor shall submit to the Cibola County Finance Department itemized invoices detailing the County's number of inmate days and any applicable medical costs. The per diem for housing of Cibola County inmates at the CCDC shall be \$\_\_\_\_\_ per inmate per day. Cibola County shall pay Contractor for the day Contractor takes custody of an inmate and every subsequent day the inmate remains in Contractor's custody. Payment shall be made within forty-five (45) days of receipt of the invoice. The parties recognize that rates agreed upon in this contract are based upon current law, applicable policies, ACA standards, regulations and economic conditions in effect as of the date of this Agreement. Except as otherwise stated herein, the costs of providing routine medical services such as on-site sick call and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies, mental health or dental services, customarily provided to persons sentenced to confinement in the CCDC shall be considered usual costs incidental to the operation of the CCDC and part of the costs reimbursed by the fixed inmate day rate as provided by this Agreement. Cibola is responsible for all off-site medical, mental health and dental services, prescription drugs and associated treatments, including all costs associated with hospitalization of an inmate. As provided herein, Contractor shall provide transportation and security to such off-site medical services listed in paragraph (b) and provide security therefor. Contractor shall receive written authorization for any inmate requiring off-site medical attention in all non-emergency situations. Contractor shall notify the County as soon as practicable of an emergency medical situation.



B. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

**3. Term.**

This Agreement is for one (1) year from the date of approval by the Cibola County Board of County Commissioners. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations).

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. A notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 2) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Cibola. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Cibola as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Cibola unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor is associated with the County only for the purposes and to the extent set forth in this Contract. With respect to the performance of the management services set out herein, Contractor is an independent contractor and, subject to the terms of this Contract, and has the sole right and obligation to manage, control, operate, and direct the performance of its duties and obligations under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create the relationships of an employer/employee or principal/agent, or to otherwise create any liability for the county whatsoever with respect to the indebtedness, liabilities, and obligations of the Contractor or any other party.

**7. Assignment.**

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

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

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

**10. Confidentiality.**

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

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Cibola and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; 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 12 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 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to 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 12(B).

**13. Amendment.**

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

**14. Merger.**

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

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Cibola County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. 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.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

**20. Disclaimer and Hold Harmless.**

Cibola County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Cibola County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Cibola County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Cibola, its employees, agents and representatives (including, but not limited to, the County Commissioners, County Manager and County Attorney) from all actions, proceeding, claims (including, without limitation, claims and actions for alleged violations of civil and constitutional rights), demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. Contractor will not waive, release or otherwise forfeit any possible defense the County may have regarding claims arising from, or made in connection with, the operation of the detention facility by Contractor without the consent of the County. Contractor will preserve all such available defenses and cooperate with the County to make such defenses available to the County to the maximum extent allowed by law. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Cibola and the New Mexico Association of Counties by certified mail.

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

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

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

**24. Authority.**

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

**25. Lobbying.**

No federal 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.

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**28. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**29. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**30. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**31. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**32. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**33. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**34. Incorporation and Order of Precedence.**

Request for Proposals No. [2016-04-01] and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the County of Cibola against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Cibola based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Cibola for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Cibola shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

### **36. Insurance.**

36.1 Insurance. Contractor will obtain and maintain in force a policy or policies of general liability insurance, in an aggregate amount of no less than Ten Million Dollars (\$10,000,000) in coverage for any single claim hereunder, including contractual liability endorsement with specific reference to this Contract. Said insurance will insure against all claims, including claims based upon violations of civil rights arising from services performed by Contractor under this Contract.

36.2 Workers' Compensation and Unemployment Insurance Compensation. Contractor will maintain workers' compensation insurance coverage, with minimum limits of Five Hundred Thousand Dollars (\$500,000) for employer's liability and statutory limits for all other exposures.

36.3 Automobile Insurance. Contractor will maintain insurance for vehicles in an amount not less than the One Million Dollars (\$1,000,000) for each occurrence and Five Million Dollars (\$5,000,000) in the aggregate.



36.4 Property Insurance. Contractor will at its sole cost, risk and expense obtain and maintain in force during the term of this Contract, a policy or policies of fire, casualty and building insurance in an adequate amount of no less than Ten Million Dollars (\$10,000,000) in coverage for any single claim hereunder. Such insurance will cover all contents, structures, and fixtures at replacement cost values.

36.5 Additional Insurance. The policy or policies of insurance obtained in accordance with this Section will name the County, the Commissioners, the County Manager and the County Attorney as additional insured or joint loss payees. Coverage will provide for defense of the County Manager, County Attorney and Commissioners in their official and individual capacities. Further, should the unlikely occur, and the County Manager, Commissioners, or County Attorney require individual counsel, payment for defense counsel is included within the policy.

36.6 Certificates of Insurance. Contractor will provide insurance certificates to the County on an annual basis as proof of the policies obtained in accordance with this Section. Contractor will notify the County at least thirty (30) days in advance of any cancellation, non-renewal, or adverse change in insurance coverage. New certificates of insurance will be provided to the County at least fifteen (15) days prior to coverage renewal.

### **37. Liquidated Damages.**

Contractor agrees that the following specific liquidated damages are to be incorporated as an adjustment to Contractor's compensation. Such liquidated damages will be dictated by response times, verified by the County. Contractor further agrees that liquidated damages are proper, due to the difficulty of ascertaining actual damages in the event of a described occurrence, and that the acceptance of liquidated damages by the County will not be an exclusive remedy, will not obviate the Contractor of its duties under this Contract to defend and indemnify the County for its acts or omissions under this Contract, and will not in any way be construed as a waiver of the right of the County to declare the contract in default and terminate the contract, or to pursue any other legal remedy. Contractor will be provided notice of any breach or deficiency that will subject the contractor to liquidated damages prior to implementation and contractor will have thirty days after notice of any breach in terms or conditions to correct such breach prior to liquidated damages being assessed.

A. As liquidated damages, and not as penalty, the Contractor agrees to pay the County as follows:

1. If the Contractor fails to meet any proposed or required standard, liquidated damages will be in an amount to be agreed between the parties prior to commencement of service. The intent of this provision is to resolve minor performance deficiencies in a proactive manner.
2. If Contractor fails to provide, in a timely manner any service, supply, treatment, or other requirement of this contract, without valid reason that is acceptable to the County, Contractor will pay as liquidated damages two hundred dollars (\$ 200) per occurrence per Inmate Day.

### **38. Notices.**

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

To the County: Frances Medina, Cibola County Certified Purchasing Officer // 515 West High Street // Grants, NM 87020

To the Contractor: [insert name and address].

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.**

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

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Certified Purchasing Officer

Printed Name: Frances Medina

Address: 515 West High Street  
Grants, NM 87020

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Robert Armijo  
Commissioner, District I

\_\_\_\_\_  
T. Walter Jaramillo  
Commissioner, District II

\_\_\_\_\_  
Jack Moleres  
Commissioner, District III

\_\_\_\_\_  
Pat Simpson  
Commissioner, District IV

\_\_\_\_\_  
Lloyd Felipe  
Commissioner, District V

Attest:

\_\_\_\_\_  
Lisa Bro  
Cibola County Clerk

## APPENDIX C

### LETTER OF TRANSMITTAL FORM

Items #1 to 4 **MUST EACH BE RESPONDED TO**. Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!**

1. Identity (Name) and Mailing Address of the submitting organization:

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2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2013

Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

## APPENDIX D

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: Commissioners Robert Armijo, T. Walter Jaramillo, Jack Moleres, Pat Simpson, and Lloyd Felipe

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

---

(Attach extra pages if necessary)

---

Signature

---

Date

---

Title (position)

**--OR--**

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

---

Signature

---

Date

---

Title (Position)

## APPENDIX E

### RESIDENT VETERANS PREFERENCE CERTIFICATE

\_\_\_\_\_ (name of Contractor) hereby certifies the following in regard to application of the resident veterans preference to this procurement:.

**Please check one box only.**

- ☐ I declare under penalty of perjury that my business prior year revenues starting January 1 ending December 31 is less than \$1 million allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenues starting January 1 ending December 31 is more than \$1 million but less than \$5 million allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenues starting January 1 ending December 31 is more than \$5 million allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

“In conjunction with this procurement and the requirements of this businesses’ application for a Resident Veteran Business Preference/resident Veteran Contractor’s Preference under Section 13-1-21 or 3-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\* Must be an authorized signatory for the Business



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

# PROCUREMENT POLICY RESOLUTION

## **RESOLUTION**

### **AN RESOLUTION PROVIDING FOR THE FAIR AND EFFICIENT MANNER OF PURCHASING TANGIBLE PERSONAL PROPERTY AND SERVICES IN CIBOLA COUNTY; ESTABLISHING AN EFFECTIVE DATE AND PENALTIES**

**WHEREAS**, the Cibola County Board of County Commissioners finds that it is necessary to adopt rules and regulations to provide for the fair and equitable treatment of all persons involved in public procurement in Cibola County; and,

**WHEREAS**, the Cibola County Board of County Commissioners seeks to maximize the purchasing value of public funds; and,

**WHEREAS**, the Cibola County Board of County Commissioners wishes to provide safeguards for maintaining a procurement system of quality and integrity to protect the health, welfare and safety of the citizens of Cibola County pursuant to NMSA 1978, Section 4-37-1 (1975); and,

**NOW, THEREFORE, BE IT RESOLVED** by the Cibola County Board of Commissioners as follows:

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## **PURCHASING RULES AND REGULATIONS**

### **CENTRALIZATION OF PROCUREMENT AUTHORITY**

All procurement for Cibola County shall be performed by a central purchasing office designated by the Board of County Commissioners except as otherwise provided in the Procurement Code. The County shall identify their designated central purchasing office to the state purchasing agent and shall report their chief procurement officers to the state purchasing agent. On or before January 1 of each year, and every time a new Chief Procurement Officer is hired, each local public body shall provide to the state purchasing agent the name of the County's Chief Procurement Officer and information identifying the County's central purchasing office. Beginning January 1, 2013, the County's Chief Procurement Officer must be certified by the State Purchasing Agent. After July 1, 2015, only a certified Chief Procurement Officer may make determinations, including determination regarding exemptions, pursuant to the procurement code; issue purchase orders and authorize small purchases pursuant to the procurement code; and approve procurement pursuant to the procurement code.

## **1.0 DEFINITIONS**

### **1.1 GENERAL**

Regulations regarding definitions are adopted to clarify particular terms defined in the New Mexico Procurement Code (Section 13-1-28 through 13-1-199 NMSA, 1978 – the “Procurement Code”) and governed by rule 1 of these regulations.

### **1.2 Definition: ARCHITECTURAL SERVICES**

“Architectural services” means services related to the art and science of designing and building structures for human habitation or use and includes planning, providing

preliminary studies, designs, specifications, working drawings and providing for general administration of construction contracts.

**1.3 Definition: APPLICABLE PUBLIC OFFICIAL**

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

**1.4 Definition: BRAND-NAME SPECIFICATION**

“Brand-name specification” means a specification limited to describing an item by manufacturer’s name or catalogue number.

**1.5 Definition: BRAND-NAME OR EQUAL SPECIFICATION**

“Brand-name or equal specification” means a specification describing one or more items by manufacturer’s name or catalogue number to indicate the standard of quality, performance or other pertinent characteristics and providing for the substitution of equivalent items.

**1.6 Definition: BUSINESS**

“Business” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**1.7 Definition: CAMPAIGN CONTRIBUTION**

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

**1.8 Definition: CATALOGUE PRICE**

“Catalogue price” means the price of items of tangible personal property in the most current catalogue, price list, schedule or other form that:

- a. is regularly maintained by the manufacturer or vendor of an item;
- b. is either published or otherwise available for inspection by a customer.

**1.9 Definition: CENTRAL PURCHASING OFFICE**

“Central purchasing office” means that office or officer within the County responsible for the control of procurement of items of tangible personal property, services or construction. There is hereby created a Central Purchasing Office within the Managers Department of the County of Cibola to be administered by the Procurement Officer who shall be the Procurement Director of the County or his/her designee. All procurement for local public bodies shall be performed by a central purchasing office designated by the Board of County Commissioners of Cibola County body except as otherwise provided in the Procurement Code.

**1.10 Definition: CHANGE ORDER**

“Change order” means a written order signed and issued by the County Manager or his/her designee directing the contractor to make changes which the changes clause of the contract authorizes the County Manager to order with or without the consent of the contractor.

**1.11 Definition: CHIEF PROCUREMENT OFFICER**

"Chief Procurement Officer" means that person within the County's central purchasing office who is responsible for the control of procurement of items of tangible personal property, services or construction.

**1.12 Definition: CONFIDENTIAL INFORMATION**

“Confidential information” means any information, which is available to an employee because of the employee’s status as an employee of a state agency or a local public body and which is not a matter of public knowledge or available to the public on request.

**1.13 Definition: CONSTRUCTION**

A. “Construction” means building, altering, repairing, installing or demolishing in the ordinary course of business any:

1. road, highway, bridge, parking area or related project;
2. building, stadium or other structure;
3. airport, subway or similar facility;
4. park, trail, athletic field, golf course or similar facility;
5. dam, reservoir, canal, ditch or similar facility;
6. sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility;
7. sewage, water, gas or other pipeline;
8. transmission line;
9. radio, television or other tower;
10. water, oil or other storage tank;
11. shaft, tunnel or other mining appurtenance;
12. electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners;
13. air conditioning conduit, heating or other similar mechanical work; or

14. similar work, structures or installations.

B. "Construction" shall also include:

1. leveling or clearing land;
2. excavating earth;
3. drilling wells of any type, including seismographic shot holes or core drilling; and
4. similar work, structures or installations.

**1.14 Definition: CONSTRUCTION MANAGEMENT AND CONSTRUCTION MANAGER**

A. "Construction management" means consulting services related to the process of management applied to a public works project for any duration from conception to completion of the project for the purpose of controlling time, cost and quality of the project.

B. "Construction manager" means a person who acts as an agent of the County for construction management, for whom the County shall assume all the risks and responsibilities.

**1.15 Definition: CONTRACT**

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction.

**1.16 Definition: CONTRACT MODIFICATION**

"Contract modification" means any written alteration in the provisions of a contract accomplished by mutual action of the parties to the contract.

**1.17 Definition: CONTRACTOR**

"Contractor" means any business having a contract with a state agency or local public body.

**1.18 Definition: COOPERATIVE PROCUREMENT**

"Cooperative procurement" means procurement conducted by or on behalf of more than one state agency or local public body, or by a state agency or local public with an external procurement unit.

**1.19 Definition: COST ANALYSIS**

"Cost analysis" means factual information concerning the cost of labor, material, overhead and other cost elements which are expected to be incurred by a contractor or which have been actually incurred by a contractor in performing the contract.

**1.20 Definition: COST DATA**

“Cost data” means factual information concerning the cost of labor, material, overhead and other cost elements which are expected to be incurred by a contractor or which have been actually incurred by a contractor in performing the contract.

**1.21 Definition: COST REIMBURSEMENT CONTRACT**

“Cost reimbursement contract” means a contract which provides for a fee other than a fee based on a percentage of cost and under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms.

**1.22 Definition: DATA**

“Data” means recorded information regardless of form or characteristic.

**1.23 Definition: DEFINITE QUANTITY CONTRACT**

“Definite quantity contract” means a contract which requires the contractor to furnish a specified quantity of services, items of tangible personal property or construction at or within a specified time.

**1.24 Definition: DESIGNEE**

“Designee” means a representative of a person holding a superior position.

**1.25 Definition: DETERMINATION**

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**1.26 Definition: DIRECT OR INDIRECT PARTICIPATION**

“Direct or indirect participation” means involvement through decision, approval, disapproval, recommendation, formulation of any part of a purchase request, influencing the content of any specification, investigation, auditing or the rendering of advice.

**1.27 Definition: ELECTRONIC**

“Electronic” includes electric, digital, magnetic, optical, electronic or similar medium.

**1.28 Definition: EMPLOYEE**

“Employee” means an individual receiving a salary, wages or per diem and mileage from the County whether elected or not any non-compensated individual performing personal services as an elected or appointed official or otherwise for the County.

**1.29 Definition: ENGINEERING SERVICES**

“Engineering services” means any service or creative work, the adequate performance of which requires engineering education, training and experience in the application of special knowledge of the mathematical, physical and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning and design of engineering works and systems, engineering studies and the review of construction for the purpose of assuring substantial compliance with drawings and specifications; any of which embrace such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, chemical, pneumatic or thermal nature, insofar as they involve safeguarding life, health or property, and including such other professional services as may be necessary to the planning, progress and completion of any engineering services. Such practices include the performance of architectural work incidental to the practice of engineering.

“Engineering services” does not include responsibility for the superintendence of construction, site conditions, operations, equipment, personnel or the maintenance of safety in the work place.

**1.30 Definition: EXTERNAL PROCUREMENT UNIT**

“External procurement unit” means any procurement organization not located in this state which, if in this state, would qualify as a state agency or a local public body. An agency of the United States government is an external procurement unit.

**1.31 Definition: FINANCIAL INTEREST**

“Financial interest means:”

- A. Holding a position in a business as officer, director, trustee or partner or holding any position in management; or
- B. Ownership of more than five percent interest in a business.

**1.32 Definition: FIRM FIXED PRICE CONTRACT**

“Firm fixed price contract” means a contract which has a fixed total price or fixed unit price.

**1.33 Definition: GARAGE LIABILITY INSURANCE**

“Garage Liability Insurance” means liability insurance that covers any damage to vehicles or properties belonging to the County of Cibola while in the possession of the vendor (mechanic).

**1.34 Definition: GRATUITY**

“Gratuity” means a payment, loan subscription, advance, deposit of money, service or anything of more than nominal value, received or promised, unless consideration of substantially equal or greater value is exchanged.

**1.35 Definition: HEAVY ROAD EQUIPMENT**

“Heavy road equipment” means any motor-driven vehicle or apparatus capable of use for earth moving or mixing components which as an aggregate value or price of over one thousand dollars (\$1,000).

**1.36 Definition: HIGHWAY RECONSTRUCTION**

“Highway reconstruction” means the rebuilding, altering or repairing of any road, highway, bridge, parking area or related project. “Highway reconstruction” does not include routine maintenance.

**1.37 Definition: IMMEDIATE FAMILY**

“Immediate family” means a spouse, children, parents, brothers and sisters.

**1.38 Definition: INDEFINITE QUANTITY CONTRACT**

“Indefinite quantity contract” means a contract which requires the contractor to furnish an indeterminate quantity of specified services, items of tangible personal property or construction during a prescribed period of time at a definite unit price or at a specified discount from list or catalogue prices.

**1.39 Definition: INVITATION FOR BIDS**

“Invitation for bids” means all documents, including those attached or incorporated by reference, utilized for soliciting sealed bids.

**1.40 Definition: LANDSCAPE ARCHITECTURAL SERVICES**

“Landscape architectural services” means services including not limited to consultation, investigation, reconnaissance, research design, preparation of drawings and specifications and administration of contracts where the dominant purposes of such services are:

- A. The preservation or enhancement of land uses and natural features.
- B. The location and construction of functional approaches for structures, pathways or walkways; or
- C. The design of trails, plantings and landscape irrigation. Excluded from the provisions of this section are the services of architects, engineers and surveyors as defined in the Procurement Code.

**1.41 Definition: LOCAL PUBLIC WORKS PROJECT**

“Local public works project” means a project of a local public body which uses architectural or engineering services requiring professional services costing twenty-five thousand dollars (\$25,000) or more, or landscape architectural or surveying services requiring professional services costing five thousand dollars (\$5,000) or more, excluding applicable state and local gross receipts taxes.



**1.42 Definition: LOCAL PUBLIC BODY**

“Local public body” means every political subdivision of the state and agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.

**1.43 Definition: MULTI-TERM CONTRACT**

“Multi-term contract” means a contract having a term longer than one year.

**1.44 Definition: MULTIPLE SOURCE AWARD**

“Multiple source award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one bidder of offeror.

**1.45 Definition: NOTICE OF INVITATION FOR BIDS**

“Notice of invitation for bids” means a document issued by a procurement officer which contains a brief description of the services, construction or items of tangible personal property to be procured, the location where copies of the invitation for bid may be obtained, the location where bids are to be received, the cost, if any for copies of plans and specifications, the date and place of the bid opening and such information as the procurement officer deems necessary.

**1.46 Definition: PRICE AGREEMENT**

“Price agreement” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

**1.47 Definition: PENDENCY OF THE PROCUREMENT PROCESS**

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

**1.48 Definition: PERSON**

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**1.49 Definition: PRICE ANALYSIS**

“Price analysis” means the evaluation of pricing data without analysis of the separate cost components and profits.

**1.50 Definition: PRICING DATA**

“Pricing data” means factual information concerning prices for items identical to or substantially similar to those being procured.

**1.51 Definition: PROCUREMENT**

“Procurement” means:

- A. Purchasing, renting, leasing, lease purchasing or otherwise acquiring items of tangible personal property, services or construction; and
- B. All procurement functions, including but not limited to preparation of specifications, solicitation of sources, qualification or disqualification of sources, preparation and award of contract and contract administration.

**1.52 Definition: PROCUREMENT OFFICER**

“Procurement officer” means any person or a designee authorized by a state agency or a local public body to enter into or administer contracts and make written determinations with respect thereto.

**1.53 Definition: PROFESSIONAL SERVICES**

“Professional services” means the services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers and other persons or businesses providing similar professional services, which may be designated as such by a determination issued by the state purchasing agent or a central purchasing office.

**1.54 Definition: PROSPECTIVE CONTRACTOR**

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

**1.55 Definition: PURCHASE ORDER**

“Purchase order” means the documents issued by the state purchasing agent or a central purchasing office that directs a contractor to deliver items of tangible personal property, services or construction.

**1.56 Definition: PURCHASE REQUEST**

“Purchase request” means the document by which a using agency requests that a contract be obtained for a specified service, construction or item of tangible personal property and may include but is not limited to the technical description of the requested items, delivery schedule, transportation requirements suggested sources of supply and supporting information.

**1.57 Definition: QUALIFIED PRODUCTS LIST**

“Qualified products list” means a list of items of tangible personal property described by model or catalogue number which, prior to the solicitation of competitive sealed bids or competitive sealed proposals, are items the state purchasing agent or a central purchasing office has determined will meet the applicable specifications.

**1.58 Definition: REGULATION**

“Regulation” means any rule, order or statements of policy, including amendments thereto and repeals thereof, issued by a state agency or a local public body to affect persons not members or employees of the issuer.

**1.59 Definition: REQUEST FOR PROPOSALS**

“Request for proposals” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**1.60 Definition: RESPONSIBLE BIDDER**

“Responsible bidder” means a bidder who submits a responsive bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation for bids.

**1.61 Definition: RESPONSIBLE OFFEROR**

"Responsible offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

**1.62 Definition: RESPONSIVE BID**

“Responsive bid” means a bid which conforms in all material respects to the requirements set forth in the invitation for bids. Material respects of a bid include but are not limited to price, quality, quantity or delivery requirements.

**1.63 Definition: RESPONSIVE OFFER**

“Responsive offer” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for a proposal include, but are not limited to, price, quality, quantity or delivery requirements.

**1.64 Definition: REPRESENTATIVE OF A PROSPECTIVE CONTRACTOR**

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

**1.65 Definition: SELECTION COMMITTEE**

“Selection Committee” A committee appointed by the County Manager or his/her designee to evaluate and select all offerors to a request for proposals.

**1.66 Definition: SERVICES**

“Services” means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. “Services” includes the furnishing of insurance but does not include construction or the services of employees of a state agency or a local public body.

**1.67 Definition: SMALL BUSINESS**

“Small business” means a business, not a subsidiary or division of another business, having an average annual volume for the preceding three fiscal years which does not exceed one million five hundred thousand dollars (\$1,500,000).

**1.68 Definition: SPECIFICATION**

“Specification” means a description of the physical or functional characteristics or of the nature of items of tangible personal property, services or construction. “Specification” may include a description of any requirement for inspecting or testing, or for preparing items of tangible personal property, services or construction for delivery.

**1.69 Definition: SURVEYING SERVICES**

“Surveying services” means any service or work, the substantial performance of which involves the application of the principles of mathematics and the related physical and applied sciences for:

- A. The measuring and locating of lines, angles, elevations, natural and man-made features in the air, on the surface of the earth, within underground workings and on the beds or bodies of water for the purpose of defining location, areas and volume;
- B. The documenting of property boundaries and the platting and layout of lands and subdivisions thereof;
- C. The application of photogram metric methods used to derive topographic and other data;
- D. The establishment of horizontal and vertical controls for surveys for design, topographic surveys including photogram metric methods, construction surveys for engineering and architectural public works; and
- E. The preparation and perpetuation of maps, records, plats, field notes and property descriptions.

**1.70 Definition: TANGIBLE PERSONAL PROPERTY**

“Tangible personal property” means tangible property other than real property having a physical existence, including but not limited to supplies, equipment, materials and printed materials.

**1.71 Definition: USING AGENCY**

“Using agency” means any state agency or local public body requiring services, construction or items of tangible personal property.

All contracts and purchase requisitions of vehicles and heavy equipment must be approved by the Board of County Commissioners of the County of Cibola before any purchase order is issued.

**2.0 PURCHASE REQUESTS****2.1 SPECIFICATION FOR PURCHASE REQUISITIONS**

- A) All departments shall requisition materials or services except as otherwise provided by these regulations by use of Requisition for Purchase Form, (attached see Appendix C).
- B) Department Directors, who obtain services, construction, or items of tangible personal property through an Emergency Procurement, shall prepare a letter of Determination defining the emergency situation and shall complete a Requisition Form no later than five (5) days after such procurement with the Central Purchasing Office/Finance Director. Pre-planned and/or pre-approved.
- C) All using agency requests for procurement shall contain:
  - i) A statement of need and the specifications of the item(s), construction or service(s) needed; and
  - ii) A statement of the quantity needed and a general statement of quality.
- D) The central purchasing office may consolidate procurements and may contract for items of tangible personal property or services at a firm price at which the items or services needed during the year or portion of a year shall be purchased.
- E) A brand name may be used when the brand name is the clearest and best understood manner of describing the item. When a brand name is used, it must be followed by the words “or equal,” except for those instances where the materials or services are designed to match other in use on a particular public improvement, either completed or in the course of completion, or where a unique or novel product application is required to be used in the public interest as per Section 22.
- F) The Central Purchasing Office shall notify the department who filed the requisition, if any changes are needed of the department’s requisition, relative to specifications,

price, contractual conditions, quantity or delivery costs, proper account use, and prior to the issuance of a purchase order.

- G) A purchase order shall be a statement of intent to purchase and shall clearly state the quantity and quality of items to be purchased. The Central Purchasing Office may consolidate purchases and may contract for items at a firm price at which the materials or services needed during the year, or portion of a year, shall be purchased.
- H) Purchase orders shall only be issued by the Finance Department after receipt of a properly executed requisition for purchase from the department involved in the purchase.
- I) Procurement shall not be artificially divided so as to constitute a small purchase under these regulations.
- J) All contracts and solicitations shall contain reference to the criminal laws prohibiting bribes, gratuities and kickbacks.

## 2.2 SMALL PURCHASES

- A) A central purchasing office may procure services, (except for professional services, see section 2.3) construction or items of tangible personal property having a value not exceeding sixty thousand dollars (\$60,000) in accordance with these regulations:
  - i) **\$499.99 or less.** Purchases shall be made according to the **best obtainable price** from a vendor or catalogue. Note: purchases may be from petty cash, not to exceed \$50.00, in accordance with petty cash purchases as established by written procedures.
  - ii) **\$500 to \$1,499.99.** Purchases shall be made according to the **best obtainable price** provided at least 2 businesses shall be solicited using bona fide *phone* quotations from a vendor or catalogue.
  - iii) **\$1,500 to \$9,999.99.** Purchases shall be made according to the **best obtainable price** provided at least 3 bona fide *phone* quotations from different vendors and catalogues have been obtained for such purchases. These quotations are required to be recorded on a procurement quotation form and made a part of the procurement file.
  - iv) **\$10,000 to \$60,000.00.** Purchases shall be made according to the **best obtainable price** provided at least 3 bona fide *written* quotations are obtained from vendors or catalogues. The Purchasing Agent may, in unique circumstances, waive request for quotation procedures, and require 3 bona fide *phone* quotations.
  - v) **Above \$60,000.00.** All purchases exceeding \$60,000 require formal bid procedures as set forth in this policy.

- B) If any responsible bid is the same as the lowest bid, the Central Purchasing Office shall notify the Department Director involved in the purchase, who shall be given the option of selecting the bidder to whom the award will be given.
- C) Without regard to the bid requirements of these regulations, the County of Cibola may purchase materials at prices equal to or less than the prices paid for material meeting the same specifications or standards purchased under State Purchasing Agent or Procurement Officer if the following conditions are met:
  - i) Prices must be from a current contract entered into by the State Purchasing Agent.
  - ii) The quantity purchased shall not exceed the quantity which may be purchased under the applicable State Purchasing Agent contract.
  - iii) The material shall be purchased at the best available price.
  - iv) The Requisition for Purchase shall adequately identify the State Purchasing Agent contract relied upon, recording: contract number, item(s) number, contract expiration date and copy of contract attached.
  - v) The Central Purchasing Office shall retain for public inspection and for the use of auditors a copy of each state purchasing agent contract relied upon to make purchases without seeking competitive bids.
  - vi) Purchases shall not be made from other than state contract vendors if the contract so provides and if the state contract has been arrived at by utilization of the requirements of other than State Agencies under the supervision of the State Purchasing Agent.

### **2.3 PROFESSIONAL SERVICES**

With regard to contracts for technical and professional services, including but not limited to contracts for legal services, appraisal services, engineering consulting, or other consulting services, when the contract is for less than \$60,000.00, a determination shall be made by the department involved in the procurement stating the service is required, the criteria used for selection, the persons, partnerships, corporations or associations considered and the basis for the final selection.

### **3.0 EXEMPTIONS FROM THE PROCUREMENT CODE**

- A) The provisions of the Procurement Code shall not apply to:
- B) Procurement of items of tangible personal property or services by the County from a state agency, a local public body or external procurement unit except as otherwise provided in Section 13-1-135 through 13-1-137 NMSA 1978.
- C) Printing and duplicating contracts involving materials that are required to be filed in connection with proceedings before administrative agencies, or state or federal Courts.
- D) Purchases of publicly provided or publicly regulated gas, electricity, water, sewer and refuse collection services.
- E) Purchases of books and periodicals from the publishers or copyright holders thereof;

- F) Travel or shipping by common carrier or by private conveyance or to meals and lodging.
- G) Purchase of livestock at auction rings or the procurement of animals to be used for research and experimentation or exhibit.
- H) Contracts with businesses for public school transportation services.
- I) Minor purchases not exceeding five thousand dollars (\$5,000) consisting of magazine subscriptions, conference registration fees and other similar purchases where prepayments are required.
- J) The issuance, sale and delivery of public securities pursuant to the applicable authorizing statute, with the exception of bond attorneys and general financial consultants.
- K) Contracts entered into by a local public body with a private independent contractor for the operation, or provision and operation, of a jail pursuant to Sections 33-3- 26 and 33-3-27 NMSA 1978.
- L) Contracts for maintenance of grounds and facilities at highway rests stops and other employment opportunities, excluding those intended for the direct care and support of persons with handicaps, entered into state agencies with private, nonprofit, independent contractors who provide services to persons with handicaps.
- M) Contracts and expenditures for services or items for tangible personal property to be paid or compensated by money or other property transferred to New Mexico law enforcement agencies by the United States department of justice drug enforcement administration.
- N) Contracts for retirement and other benefits pursuant to Sections 22-11-47 through 22-11-52 NMSA 1978.
- O) Contracts with professional entertainers.
- P) Contracts and expenditures for litigation expenses in connection with proceedings before administrative agencies or state or federal courts, including experts, mediators, court reporters, process servers and witness fees, but not including attorney contracts.
- Q) Contracts for service relating to the design, engineering, financing, construction and acquisition of public improvements undertaken in improvement districts pursuant to Subsection L of Section 3-33-14.1 NMSA 1978 and in county improvement districts pursuant to Subsection L of Section 4-55A-12.1 NMSA 1978.
- R) Works of art for museums or for display in public buildings or places.



S) Purchases of advertising in all media, including radio, television, print and electronic.

T) Procurement of services from community rehabilitation programs or qualified individuals pursuant to the State Use Act.

T. contracts entered into by a local public body with a person, firm, organization, corporation or association or a state educational institution named in Article 12, Section 11 of the constitution of New Mexico for the operation and maintenance of hospital pursuant to Chapter 3, Article 44 NMSA 1978, lease or operation of a county hospital pursuant to the Hospital Funding Act or operation and maintenance of a hospital pursuant to the Special Hospital District Act;

U) purchases of products or services for eligible persons with disabilities pursuant to the federal Rehabilitation Act of 1973; and

V) procurements exempt from the Procurement Code as otherwise provided by law.

#### **4.0 SOLE SOURCE**

A contract may be awarded without competitive sealed bids or competitive sealed proposals regardless of the estimated cost when the central purchasing office determines, in writing, that (1) there is only one source for the required service, construction or item of tangible personal property; (2) the service, construction or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract; and (3) other similar services, construction or items of tangible personal property cannot meet the intended purpose of the contract. The central purchasing office shall use due diligence in determining the basis for the sole source procurement, including reviewing available sources and consulting the using agency, and shall include its written determination in the procurement file. The central purchasing office shall conduct negotiations, as appropriate, as to price, delivery and quantity in order to obtain the price most advantageous to the state agency or a local public body. The state purchasing agent or a central purchasing office shall not circumvent this section by narrowly drafting specifications so that only one predetermined source would satisfy those specifications. A notice of intent to award a sole source contract must be posted on the County's website at least 30 days before awarding sole source contract, which notice must identify at a minimum the parties to the contract, the nature and quantity of the service, construction or property being contracted for, and the contract amount. A qualified potential contractor who was not awarded the sole source contract may submit a written protest to the central purchasing office within 15 days after the notice is posted.

#### **5.0 EMERGENCY PROCUREMENTS**

The central purchasing office may make emergency procurements when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions; provided that emergency procurements shall be made with competition as is practicable under the circumstances. An emergency condition is a situation that creates a threat to public health, welfare or safety such as may arise by reason of floods, fires, epidemics, riots, acts of terrorism, equipment failures or similar events and includes the

planning and preparing for an emergency response. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten: (1) the functioning of government; (2) the preservation or protection of property; or (3) the health or safety of any person. Emergency procurements shall not include the purchase or lease purchase of heavy road equipment. The central purchasing office shall use due diligence in determining the basis for the emergency procurement and for the selection of the particular contractor. The determination shall be in writing and included in the procurement file. Money expended for planning and preparing for an emergency response shall be accounted for and reported to the legislative finance committee and the department of finance and administration within sixty days after the end of each fiscal year. A central purchasing office may not designate or authorize others to make emergency procurements.

### **5.1 SOLE SOURCE AND EMERGENCY PROCUREMENTS: CONTENT AND SUBMISSION OR RECORD; PUBLICATION OF AWARD TO COUNTY WEB SITE AND SUNSHINE PORTAL**

The central purchasing office shall maintain, for a minimum of three years, records of sole source and emergency procurements. The record of each such procurement shall be public record and shall contain:

- A) The contractor's name and address;
- B) The amount and term of the contract;
- C) A listing of the services, construction or items of tangible personal property procured under the contract;
- D) Whether the contract was a sole source or emergency procurement contract; and
- E) The justification for the procurement method.

Prior to award of a sole source procurement contract, the central purchasing office shall provide (1) the contractor's name and address, (2) the amount and term of the contract, (3) a listing of the services, construction or items of tangible personal property procured under the contract, (4) whether the contract was a sole source or emergency procurement contract, and (5) The justification for the procurement method, to the department of information technology for posting on the sunshine portal; and forward the same information to the legislative finance committee. Prior to the award of a sole source procurement contract, the central purchasing office shall post the above-detailed information on the County's website. Within three business days of awarding an emergency procurement contract, the central purchasing office shall post the information described above on the County's website.

### **6.0 GARAGE LIABILITY REQUIREMENT**

In the case of vehicle repair (mechanics), vendor shall provide garage liability insurance.

### **7.0 COMPETITIVE SEALED BIDS**

- A) All procurement shall be achieved by competitive sealed bid pursuant to Sections 7.1 through 7.12 of the Procurement Code, except procurement achieved pursuant to the

following sections of the Procurement Code (13-1-28 to 13-1-117 and 13-1-118 to 13-1-

- B) 199 NMSA 1978);
- C) Section 8.0 (8.1 through 8.13) competitive sealed proposals;
- D) Section 2.2, small purchases;
- E) Section 4.0, sole source procurement;
- F) Section 5.0, emergency procurements;
- G) Section 14.0, existing contracts; and
- H) Section 28.0, purchases from antipoverty program businesses.

### **7.1 COMPETITIVE SEALED BIDS: REQUIREMENTS**

- A) The Request for Bid (RFB) is used to initiate a competitive sealed bid procurement.  
The
- B) RFB shall include the following:
- C) The specifications for the services, construction or items of tangible personal property to be procured.
- D) All contractual terms and conditions applicable to the procurement, including:
  - i) Affidavit
  - ii) Campaign Contribution Disclosure
  - iii) Bid bond, if applicable
- E) The term of the contract and conditions of renewal or extension, if any.
- F) Instructions and information to bidders, including the location where bids are to be received and the date, time and place of the bid opening.
- G) A notice that the RFB may be cancelled and that any and all bids may be rejected in whole or in part when it is in the best interest of the County of Cibola.
- H) Notice published in at least one newspaper ten (10) days prior to bid opening.
- I) A notice that reads substantially as follows:

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

### **7.2 COMPETITIVE SEALED BIDS: INVITATION FOR BIDS**

An invitation for bids shall be issued and shall include the specifications for the services, construction or items of tangible personal property to be procured, all contractual terms and conditions applicable to the procurement, the location where bids are to be received and the date, time and place of the bid opening.

### **7.3 SIGNATURES FOR RFB**

Review and signatures are required from the County Procurement Officer and the County Manager. The final signed RFB/RFP is complete only when a signature and a bid number are issued by the Purchasing Officer. The RFB/RFP is then scheduled for an opening date and recorded in the bid list. The completed RFB/RFP original is then recorded with the

County Procurement Officer. A copy of the signed original is submitted to the Purchasing Department.

#### **7.4 CAMPAIGN CONTRIBUTION DISCLOSURE**

Pursuant to NMSA 1978, Section 13-1-191.1 (2007), any prospective contractor seeking to enter into a contract with any state agency or local public body must file the form provided in Appendix “A” with the state agency or local public body.

#### **7.5 AMENDMENTS TO INVITATION TO BID**

- A) The Central Purchasing Office and/or the Department involved in the purchase may amend the invitation for bids in compliance with the Procurement Code and County regulations to:
- B) Make any changes in the invitation for bids such as changes in quantity, purchase descriptions, specifications, delivery schedules, opening dates.
- C) Correct defects or ambiguities.
- D) Furnish to other bidders information given to one bidder if such information will assist the other bidders in submitting a bid or if the lack of such information would prejudice the other bidders.
- E) The amendment shall be mailed first class to all bidders who have supplied their current mailing address, pursuant to the bidder, not less than seven (7) days prior to the scheduled bid opening.

#### **7.6 COMPETITIVE SEALED BIDS: PUBLIC NOTICE**

- A) An invitation for bids or a notice thereof shall be published not less than ten calendar days prior to the date set forth for the opening of bids. The invitation or notice shall be published at least once in a newspaper of general circulation in the area at least ten (10) days prior to bid opening. These requirements of publication are in addition to any other procedures that may be adopted by the Procurement Officer to notify prospective bidders that bids will be received, including publication in a trade journal, if available.
- B) The Procurement Officer shall send copies of the notice or invitation for bids involving the expenditure of more than sixty thousand dollars (\$60,000) to those businesses that have signified in writing an interest in submitting bids for particular categories of items of tangible personal property, construction and services and that have paid any required fees. The Procurement Officer may set different registration fees for different categories of services, construction or items of tangible personal property, but such fees shall be related to the actual, direct cost of furnishing copies of the notice or invitation for bids to the prospective bidders. The fees shall be used exclusively for the purpose of furnishing copies of the notice or invitation for bids of proposed procurements to prospective bidders. The fees shall be used exclusively for the purpose of furnishing copies of the notice or invitation for bids of proposed procurements to prospective bidders.

- C) The Procurement Officer may satisfy the requirement of sending copies of a notice or invitation for bids by distributing the documents to prospective bidders through electronic media. The central purchasing office will not accept RFB/RFP by electronic media.
- D) As used in this section, “prospective bidders” includes persons considering submission of a bid as a general contractor for the construction contract and persons who may submit bids to a general contractor for work to be subcontracted pursuant to the construction contract. The Procurement Officer shall make copies of invitations for bids for construction contracts available to prospective bidders. The Procurement Officer may require prospective bidders who have requested documents for bid on a construction contract to pay a deposit for a copy of the documents for bid. The deposit shall equal the full cost of reproduction and delivery of the documents for bid. The deposit, less delivery charges, shall be refunded if the documents for bid are returned in usable condition within the time limits specified in the documents for bid, which time limits shall be no less than ten calendar days from the date of the bid opening. All forfeited deposits shall be credited to the funds of the applicable central purchasing office.

## **7.7 COMPETITIVE SEALED BIDS: RECEIPT AND ACCEPTANCE OF BIDS**

- A) Bids shall be unconditionally accepted for consideration for award without alteration or correction, except as authorized in the Procurement Code (13-1-28 NMSA 1978). In addition to the requirement for the prime contractor and subcontractors to be registered as provided in Section 13-4-13.1 NMSA 1978, bids shall be evaluated based on the requirements set forth in the invitation for bids, which requirements may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria such as discounts, transportation costs and total or lifecycle costs that will affect the bid price shall be objectively measurable, which shall be defined by rule. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation for bids. A bid submitted by a prime contractor that was not registered as required by Section 13-4-13.1 NMSA 1978 shall not be considered for award. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978.
- B) If the lowest responsible bid has otherwise qualified, and if there is no change in the original terms and conditions, the lowest bidder may negotiate with the purchaser for a lower total bid in order to avoid rejection of all bids for the reason that the lowest bid was up to 10 percent higher than budgeted project funds. Such negotiation shall not be allowed if the lowest bid was more than ten percent over budget project funds.

## **7.8 COMPETITIVE SEALED BIDS: CORRECTION OR WITHDRAWAL OF BIDS**

- A) A bid containing a mistake discovered before bid opening may be modified or withdrawn by a bidder prior to the time set for bid opening by delivering written or telegraphic notice to the location designated in the invitation for bids as the place where bids are to be received. After bid opening, no modifications in bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact which makes his bid non-responsive may be permitted to withdraw its bid if: The mistake is clearly evident on the face of the bid documents; or The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.
- B) Any decision by a procurement officer to permit or deny the withdrawal of a bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision.

## **7.9 COMPETITIVE SEALED BIDS: BID OPENING**

Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and each bid item, if appropriate, and such other relevant information as may be specified by the state purchasing agent or a central purchasing office, together with the name of each bidder, shall be recorded, and the record and each bid shall be open to public inspection.

## **7.10 COMPETITIVE SEALED BIDS: AWARD**

A contract solicited by competitive sealed bids shall be awarded with reasonable promptness by written notice to the lowest responsible bidder. Contracts solicited by competitive sealed bids shall require that the bid amount exclude the applicable state gross receipts tax or applicable local option tax but that the contracting agency shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.

## **7.11 COMPETITIVE SEALED BIDS: MULTI-STEP SEALED BIDDING**

When the Procurement Officer makes a determination that it is impractical to initially prepare specifications to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids.

## **7.12 COMPETITIVE SEALED BIDS: IDENTICAL BIDS**

- A) When competitive sealed bids are used and two or more of the bids submitted are identical in price and are the low bid, the Procurement Officer may:
- B) Award pursuant to the multiple source award provisions of Sections 126 and 127 (13-1-153 and 13-1-154 NMSA 1978) of the Procurement Code;

- C) Award to a resident business if the identical low bids are submitted by a resident business and a nonresident business;
- D) Award to a resident manufacturer if the identical low bids are submitted by a resident manufacturer and a resident business;
- E) Award by lottery to one of the identical low bidders; or
- F) Reject all bids and resolicit bids or proposals for the required services, construction or items of tangible personal property.

## **8.0 COMPETITIVE SEALED PROPOSALS**

### **8.1 COMPETITIVE SEALED PROPOSALS: CONDITIONS FOR USE**

- A) Except as provided in Subsection G of Section 13-1-119.1 NMSA 1978, when a local public body is procuring professional services or a design and build project delivery system, or when the Procurement Officer or designee makes a written determination that the use of competitive sealed bidding for items of tangible personal property or services is either not practicable or not advantageous to the state agency or a local public body, a procurement shall be effected by competitive sealed proposals.
- B) Competitive sealed proposals may also be used for contracts for construction and facility maintenance, service and repairs.
- C) Competitive qualifications-based proposals shall be used for procurement of professional services of architects, engineers, landscape architects, construction managers and surveyors who submit proposals pursuant to Sections 13-1-120 through 13-1-124 NMSA 1978
- D) Competitive sealed proposals shall also be used for contracts for the design and installation of measures the primary purpose of which is to conserve natural resources, including guaranteed utility savings contracts entered into pursuant to the Public Facility Energy Efficiency and Water Conservation Act (6-23-1 NMSA 1978).

### **8.2 COMPETITIVE SEALED PROPOSALS: REQUEST FOR PROPOSALS**

- A) The request for proposals (RFP) is used to initiate a competitive sealed proposal procurement. At a minimum the RFP shall include the following:
  - i) The specifications for the services or items of tangible personal property to be procured.
    - a) All contractual terms and conditions applicable to the procurement.
    - b) Affidavit
    - c) Campaign Contribution Disclosure
    - d) Bid bond, if applicable.
  - ii) Instructions concerning the submission and response to questions.
  - iii) The term of the contract and conditions of renewal or extension, if any.
  - iv) Instructions and information to offerors, including the location where proposals are to be received and the date, time and place where proposals are to be received and reviewed.

- v) All of the evaluation factors and the relative weights to be given to the factors in evaluating proposals.
- vi) A statement that discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but that proposals may be accepted without such discussions.
- vii) A notice that the RFP may be cancelled and those any and all proposals may be rejected in whole or in part when it is in the best interest of the County of Cibola.
- viii) A statement of how proposed costs should be submitted.
- ix) Notice published in one newspaper at least ten (10) days prior to RFP submission date.
- x) A notice that reads substantially as follows:

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

- B) In the case of requests for competitive qualifications-based proposals, price shall be determined by formal negotiations related to scope of work.
- C) All specifications shall be drafted to ensure maximum practicable competition and fulfill the requirements of state agencies and local public bodies.

### **8.3 SIGNATURES FOR RFP**

Review and signatures are required from the County Procurement Officer and County Manager. The final signed RFB/RFP is complete only when a signature and a bid number are issued by the Purchasing Officer. The RFB/RFP is then scheduled for an opening date and recorded in the bid list. The completed RFB/RFP original is then recorded with the County Procurement Officer. A copy of the signed original is submitted to Purchasing Department.

### **8.4 CAMPAIGN CONTRIBUTION DISCLOSURE**

Pursuant to NMSA 1978, Section 13-1-191.1 (2007), any prospective contractor seeking to enter into a contract with the County of Cibola must file this form with the County.

### **8.5 COMPETITIVE SEALED PROPOSALS: PUBLIC NOTICE**

Public notice of the request for proposals shall be given in the same manner as provided in Section 13-1-104 NMSA 1978 of the Procurement Code, and must be published in at least one newspaper ten (10) days prior to RFP submission date.

### **8.6 AMENDMENTS TO THE REQUEST FOR PROPOSALS**

- A) Prior to submission of proposals, amendments to the RFP may be made only as follows:



- i) Form. An amendment to the RFP shall be identified as such and shall require that offerors acknowledge its receipt. The amendment shall refer to the portions of the RFP it amends.
  - ii) Distribution. Amendments shall be sent to all prospective offerors known to have received the RFP.
  - iii) Timeliness. Amendments shall be distributed within a reasonable time to allow prospective offerors to consider them in preparing their bids. If the time and date set for receipt of bids will not permit such preparation, the time shall be increased to the extent possible in the amendment or, if necessary, by telegram or telephone or by other electronic means and confirmed in the amendment.
  - iv) Use of amendments. Amendments should be used to:
    - a) make any changes in the RFP, such as changes in scope of services, opening dates, etc.;
    - b) correct defects or ambiguities; or
    - c) furnish to other offerors information given to one offeror if such information will assist the other offerors in submitting offers or if the lack of such information would prejudice the other offerors.
- B) After submission of proposals, amendments to the RFP shall be distributed only to short-listed offerors. The short-listed offerors shall be permitted to submit new proposals or to amend those submitted. If in the opinion of the procurement officer, a contemplated amendment will significantly change the nature of the procurement, the RFP shall be cancelled and a new RFP issue.

## **8.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn prior to the established due date only in accordance with this policy. The established due date is either the time and date announced for receipt of proposals or receipt of modifications to proposals, if any; or, if discussions have begun, it is the time and date by which best and final offers must be submitted by short-list offerors.

## **8.8 LATE PROPOSALS, LATE WITHDRAWALS AND LATE MODIFICATIONS**

Any proposal, withdrawal, or modification received after the established due date at the place designated for receipt of proposals is late, and may only be considered in accordance with this Policy.

## **8.9 RECEIPT AND OPENING OF PROPOSALS**

- A) Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date.
- B) Proposals shall not be opened publicly and shall not be open to public inspection until after an offeror has been selected for award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

#### **8.10 COMPETITIVE SEALED PROPOSALS: EVALUATION FACTORS**

The request for proposals shall state the relative weight to be given to the factors in evaluating proposals. Numerical rating systems are required for procurements of information systems resources.

#### **8.11 COMPETITIVE SEALED PROPOSAL: NEGOTIATIONS**

A) Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. This section shall not apply to architects, engineers, landscape architects and surveyors who submit proposals pursuant to Sections 13-1-120 through 13-1-124 NMSA 1978.

#### **8.12 COMPETITIVE SEALED PROPOSALS: DISCLOSURE; RECORD**

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

#### **8.13 COMPETITIVE SEALED PROPOSALS: AWARD**

The award shall be made to the responsible offeror or offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the request for proposals.

### **9.0 PROCUREMENT OF PROFESSIONAL SERVICES**

#### **9.1 PROCUREMENT OF PROFESSIONAL SERVICES; SELECTION AND AWARD**

The award shall be made to the responsible offeror or offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the request for proposals.

#### **9.2 PROCUREMENT OF PROFESSIONAL SERVICES; PROFESSIONAL TECHNICAL ADVISORY ASSISTANCE**

A) The County shall have appointed to it or have the appointment waived by the appropriate New Mexico professional society listed in Subsection D of this section, an individual to serve as a professional technical advisor. The professional technical advisor shall be a senior member of an architectural, engineering, surveying or landscape architectural business with experience appropriate to the type of local public works project proposed and shall be a resident licensed architect, professional engineer, surveyor or landscape architect in the state who possesses at least ten years of experience in responsible charge as defined in the Architectural Act (Chapter 61,

Article 15 NMSA 1978), the Engineering and Surveying Practice Act (Chapter 61, Article 23 NMSA 1978) or the Landscape Architects Act (Chapter 61, Article 24B NMSA 1978), respectively.

- B) The professional technical advisor to the County shall serve as an agent of the County and shall be indemnified and held harmless. He may be reimbursed as provided in the Per Diem and Mileage Act (10-8-1 to 10-8-8 NMSA 1978) for per diem and mileage in connection with his service as a professional technical advisor and shall receive no other compensation, perquisite or allowance.
- C) The duties and responsibilities of the professional technical advisor shall include but may not be limited to the following activities:
  - i) Advise the local public body in the development of requests for proposals for engineering, surveying, architectural or landscape architectural services procured by the local public body;
  - ii) Advise the local public body in giving public notice of requests for proposals;
  - iii) Advise in the evaluation and selection of professional businesses to perform services for the local public body, based upon demonstrated competence and qualification for the type of professional services required; and
  - iv) Assist in contract negotiations.
- D) Professional technical advisors shall be obtained through the professional technical advisory board, a consortium of the consulting engineers council of New Mexico and the professional engineers in private practice division of the New Mexico society of professional engineers; the New Mexico professional surveyors; the New Mexico society of architects; or the New Mexico chapter of the American society of landscape architects.
- E) No individual or firm whose principal officer, director or employee serves as a professional technical advisor to a local public body shall be permitted to submit a proposal to the local public body during the period in which the individual, principal, officer, director or employee serves as a professional technical advisor to the local public body; however, nothing in this section shall prohibit an individual or firm from submitting a proposal to any County in which the individual or a principal, officer, director or employee is not serving as a professional technical advisor.

### **9.3 CONTRACTS FOR THE DESIGN AND INSTALLATION OF MEASURES FOR THE CONSERVATION OF NATURAL RESOURCES**

The County may solicit competitive sealed proposals for a contract that provides for both the design and installation of measures the primary purpose of which is to conserve natural resources, including guaranteed utility savings contracts entered into pursuant to the Public Facility Energy Efficiency and Water Conservation Act (6-23-1 NMSA 1978).

### **9.4 COMPETITIVE SEALED QUALIFICATIONS-BASED PROPOSALS; ARCHITECTS; ENGINEERS; LANDSCAPE ARCHITECTS; SURVEYORS; ADDITIONAL REQUIREMENTS**

In addition to compliance with the requirements of Sections 13-1-112 through 13-1-114 and 13-1-116 through 13-1-118 NMSA 1978, a County, when procuring the services of architects, landscape architects, engineers or surveyors for public works projects, shall comply with Sections 13-1-120 through 13-1-124 NMSA 1978.

## **9.5 PUBLIC WORKS PROJECT DELIVERY SYSTEM; DESIGN AND BUILD PROJECTS AUTHORIZED**

- A) Except for road and highway construction or reconstruction projects, a design and build project delivery system may be authorized when the Procurement Officer makes a determination in writing that it is appropriate and in the best interest of the County to use the system on a specific project. The determination shall be issued only after the Procurement Officer has taken into consideration the following criteria, which shall be used as the minimum basis in determining when to use the design and build process:
  - i) The extent to which the project requirements have been or can be adequately defined;
  - ii) Time constraints for delivery of the project;
  - iii) The capability and experience of potential teams with the design and build process;
  - iv) The suitability of the project for use of the design and build process as concerns time, schedule, costs and quality; and
  - v) The capability of the using agency to manage the project, including experienced personnel or outside consultants, and to oversee the project with persons who are familiar with the design and build process.
- B) When a determination has been made by the Procurement Officer that it is appropriate to use a design and build project delivery system, the design and build team shall include, as needed, a New Mexico registered engineer or architect and a contractor properly licensed in New Mexico for the type of work required.
- C) Except as provided in Subsections F and G of this section, for each proposed County public works design and build project, a two-phase procedure for awarding design and build contracts shall be adopted and shall include at a minimum the following:
  - i) During phase one, and prior to solicitation, documents shall be prepared for a request for qualifications by a registered engineer or architect, either in-house or selected in accordance with Sections 13-1-120 through 13-1-124 NMSA 1978, and shall include minimum qualifications, a scope of work statement and schedule, documents defining the project requirements, the composition of the selection committee and a description of the phase-two requirements and subsequent management needed to bring the project to completion. Design and build qualifications of responding firms shall be evaluated and a maximum of five firms shall be short-listed in accordance with technical and qualifications-based criteria; and
  - ii) During phase two, the short-listed firms shall be invited to submit detailed specific technical concepts or solutions, costs and scheduling. Unsuccessful firms may be paid a stipend to cover proposal expenses. After evaluation of these submissions, selection shall be made and the contract awarded to the highest ranked firm.
- D) Except as provided in Subsections F and G of this section, to ensure fair, uniform, clear and effective procedures that will strive for the delivery of a quality project on time and within budget, the secretary, in conjunction with the appropriate and

affected professional associations and contractors, shall promulgate rules applicable to all using agencies, which shall be followed by all using agencies when procuring a design and build project delivery system.

- E) The County shall make the decision on a design and build project delivery system for a County public works project. A state agency shall not make the decision on a design and build project delivery system for a County public works project.
- F) The requirements of Subsections C and D of this section and the minimum construction cost requirement of Subsection A of this section do not apply to a design and build project delivery system and services procured for the project if:
  - i) The maximum allowable construction cost of the project is four hundred thousand dollars (\$400,000) or less; and
  - ii) The only requirements for architects, engineers, landscape architects or surveyors is limited to either site improvements or adaptation for a pre-engineered building system.
- G) The procurement of a design and build project delivery system qualifying for exemptions pursuant to Subsection F of this section, including the services of any architect, engineer, landscape architect construction manager or surveyor needed for the project, shall be accomplished by competitive sealed bids pursuant to Sections 13-1-102 through 13-1-110 NMSA 1978.

#### **9.6 COMPETITIVE SEALED QUALIFICATIONS-BASED PROPOSALS: ARCHITECTS; ENGINEERS; LANDSCAPE ARCHITECTS; SURVEYORS; SELECTION PROCESS**

- A) For each proposed County or construction management contract, the architect, engineer, landscape architect, construction management and surveyor selection committee, or local selection committee, as appropriate, shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
- B) The appropriate selection committee shall select, ranked in the order of their qualifications, no less than three businesses deemed to be the most highly qualified to perform the required services, after considering the following criteria together with any criteria, except price, established by the using agency authorizing the project:
  - i) Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required;
  - ii) Capacity and capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations;
  - iii) Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules;
  - iv) Proximity to or familiarity with the area in which the project is located;
  - v) The amount of design work that will be produced by a New Mexico business within this state;

- vi) The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to basic professional design services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provided, however, that the principle of selection of the most highly qualified businesses is not violated; and
  - vii) Notwithstanding any other provisions of this subsection, price may be considered in connection with construction management contracts, unless the services are those of an architect, engineer, landscape architect or surveyor.
- C) Notwithstanding the requirement of Subsections, A and B of this section, if fewer than three businesses have submitted a statement of qualifications for a particular project, the appropriate committee may:
- i) Rank in order of qualifications and submit to the secretary or local governing authority of the public body for award those businesses which have submitted a statement of qualifications; or
  - ii) Recommend termination of the selection process pursuant to Section 13-1-131 NMSA 1978. Any proposal received in response to the terminated solicitation is not public information and shall not be made available to competing offerors.
- D) The names of all businesses submitting proposals and the names of all businesses, if any selected for interview shall be public information. After an award has been made, the appropriate selection committee's final ranking and evaluation scores for all proposals shall become public information. Businesses which have not been selected for contract award shall be so notified in writing within fifteen days after an award is made.

## **9.8 COMPETITIVE SEALED QUALIFICATIONS-BASED PROPOSALS: AWARD OF ARCHITECT; ENGINEERING, LANDSCAPE ARCHITECT AND SURVEYING CONTRACTS**

The designee of a local public body shall negotiate a contract with the highest qualified business for the architectural, landscape architectural, engineering or surveying services at compensation determined in writing to be fair and reasonable. In making this decision, the designee of a local public body shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services. Should the designee of a local public body be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee of a local public body shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee of a local public body shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee of a local public body shall formally terminate negotiations with that business. The designee of the local public body shall then undertake negotiations with the third most qualified business. Should the designee of a local public body be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the secretary or his designee or the designee of a local public

body shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated. The representative of a local public body shall publicly announce the business selected for award.

## **9.9 ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL AND SURVEYING CONTRACTS**

- A) All contracts between a local public body and an architect for the construction of new buildings or for the remodeling or renovation of existing buildings shall contain the provision that all designs, drawings, specifications, notes and other work developed in the performance of the contract are the sole property of the local public body.
- B) All documents, including drawings and specifications, prepared by the architect, engineer, landscape architect or surveyor are instruments of professional service. If the plans and specifications developed in the performance of the contract shall become the property of the contracting agency upon completion of the work, the contracting agency agrees to hold harmless, indemnify and defend the architect, engineer, landscape architect or surveyor against all damages, claims and losses, including defense costs, arising out of any reuse of the plans and specifications without the written authorization of the architect, engineer, landscape architect or surveyor.

## **10.0 BID SECURITY**

### **10.1 BID SECURITY: REQUIREMENTS**

Bid security shall be required of bidders for construction contracts procured by competitive sealed bid when the price is estimated by the procurement officer to exceed twenty-five thousand dollars (\$25,000). Bid security in an amount equal to at least five percent of the amount of the bid shall be a bond provided by a surety company authorized to do business in this state; or the equivalent in cash, or otherwise supplied in a form satisfactory to the County.

### **10.2 DIRECTED SURETYSHIP PROHIBITED: PENALTY**

- A. Except to the extent necessary to ensure that a surety company meets the requirements of Subsection A of Section 13-4-18 NMSA 1978, an employee of the state or its political subdivisions, or a person acting or purporting to act on behalf of that employee, shall not require a bidder or an offeror in a procurement for a construction contract pursuant to the Procurement Code (13-1-28 NMSA 1978) to make application or furnish financial data for a surety bond or to obtain a surety bond from a particular surety company, insurance company, broker or agent in connection with the bid or proposal.
- B. A person who violates Subsection A of this section is guilty of a misdemeanor and shall be sentenced in accordance with the provisions of Section 31-19-1 NMSA 1978.

### **10.3 BID SECURITY: REJECTION OF BIDS**

- A. When the invitation for bids requires bid security, noncompliance by the bidder requires that the bid be rejected.
- B. If a bidder is permitted to withdraw its bid before award, no action shall be made against the bidder or the bid security.

### **10.4 BID AND PERFORMANCE BONDS: ADDITIONAL REQUIREMENTS**

- A. Bid and performance bonds or other security may be required for contracts for items of tangible personal property or services as the Procurement Officer deems necessary to protect the interests of the County. Any such bonding requirements shall not be used as a substitute for a determination of the responsibility of a bidder or offeror.
- B. As to performance and payment bonds for construction contracts, see the requirements of Section 13-4-18 NMSA 1978.

### **10.5 BONDING OF SUBCONTRACTORS**

A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is fifty thousand dollars (\$50,000) or more.

## **11.0 MULTIPLE SOURCE AWARD**

### **11.1 MULTIPLE SOURCE AWARD: LIMITATIONS ON USE**

A Multiple Source Award may be made pursuant to Section 13-1-110 NMSA 1978 of the Procurement code when awards to two or more bidders or offerors are necessary for adequate delivery or service. Multiple source awards shall not be made when a single award will meet the needs of the County without sacrifice of economy or service. Awards shall be limited to the least number of suppliers in one geographical area necessary to meet the requirements of the County. A multiple source award shall be based upon the lowest responsible bid or proposal received in each geographical area.

### **11.2 MULTIPLE SOURCE AWARD: DETERMINATION REQUIRED**

The Procurement Officer shall make a determination setting forth the reasons for a multiple source award.

## **12.0 REJECTION OR CANCELLATION OF BIDS OR PROPOSALS**

### **12.1 CANCELLATION OF SOLICITATIONS OR REJECTION OF ALL BIDS OR PROPOSALS**

- A) Prior to opening:
  - i) As used in this section, "opening" means the date set for opening of bids or receipt of proposals.



- ii) Prior to opening, a solicitation may be canceled in whole or in part when the Procurement Officer makes a written determination that such action is in the state's best interest for reasons including, but not limited to:
    - a) the services, construction, or items of tangible personal property are no longer required;
    - b) the County no longer can reasonably expect to fund the procurement; or
    - c) proposed amendments to the solicitation would significantly change the nature of the procurement.
  - iii) When a solicitation is canceled prior to opening, notice shall be sent to all businesses solicited. The notice shall:
    - a) identify the solicitation;
    - b) briefly explain the reason for cancellation; and
    - c) where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar services, construction, or items of tangible personal property.
- B) After opening.
- i) After opening but prior to award, all bids or proposals may be rejected in whole or in part when the state purchasing agent or central purchasing office makes a written determination that such action is in the state's best interest for reasons including but not limited to:
    - a) all of the bids and proposals are nonresponsive;
    - b) the services, construction, or items of tangible personal property are no longer required;
    - c) ambiguous or otherwise inadequate specifications were part of the solicitation;
    - d) the solicitation did not provide for consideration of all factors of significance to the using agency;
    - e) prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
    - f) all otherwise acceptable bids or proposals received are at clearly unreasonable prices; or
    - g) there is reason to believe that the bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith.
  - ii) A notice of rejection should be sent to all businesses that submitted bids or proposals, and it shall conform to Paragraph (3) of Subsection A of this section.

## **12.2 REJECTION OF INDIVIDUAL BIDS OR PROPOSALS:**

### **A) Reasons for rejection.**

- i) Bids. As used in this section, "bid" includes both competitive sealed bids and small purchase quotations. Reasons for rejecting a bid shall include but are not limited to:
  - a) the business that submitted the bid is nonresponsive; or
  - b) the bid is not responsive; or
  - c) the service, construction, or item of tangible personal property offered in the bid is unacceptable by reason of its failure to meet the requirements of the specifications, or permissible alternates, or other acceptability criteria set forth in the IFB.

- ii) Proposals. As used in this section, "proposal" includes both competitive sealed proposals and small purchase offers. Unless the solicitation states otherwise, proposals need not be unconditionally accepted without alteration or correction and the County's stated requirements may be revised or clarified after proposals are submitted. This flexibility must be considered in determining whether reasons exist for rejecting all or any part of a proposal. Reasons for rejecting proposals include but are not limited to:
  - a) the business that submitted the proposal is nonresponsive; or
  - b) the proposal is not responsive; or
  - c) the proposed price is clearly unreasonable; or
  - d) the proposal failed to adequately address one or more material mandatory requirements as set forth in the request for proposals.
- B) Written determination required. A written determination which contains the reasons for the rejection of an individual bid or proposal shall be prepared by the Procurement Officer and made a part of the procurement file. In the case of procurements for information system resources, a written determination which contains the reasons for the rejection of an individual proposal shall be prepared by the Procurement Officer and shall be included as an attachment to the evaluation committee report as a part of the procurement file. Further, a copy of the determination shall also be sent to the nonresponsive offeror.

### **12.3 REJECTION OR CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS: NEGOTIATIONS**

An invitation for bids, a request for proposals or any other solicitation may be cancelled or all bids or proposals may be rejected in whole or in part when it is in the best interest of the state agency or a local public body. A determination containing the reasons for cancellation shall be made part of the procurement file. If no bids are received or if all bids received are rejected and if the invitation for bid was for any tangible personal property, construction or service, then a new invitation for bids shall be requested. If upon rebidding the tangible personal property, construction or services, the bids received are unacceptable, or if no bids are secured, the Procurement Officer may purchase the tangible personal property, construction or services in the open market at the best obtainable price.

### **12.4 IRREGULARITIES IN BIDS OR PROPOSALS**

The Procurement Officer may waive technical irregularities in the form of the bid or proposal of the low bidder or offeror which do not alter the price, quality or quantity of the services, construction or items of tangible personal property bid or offer.

### **12.5 RESPONSIBILITY OF BIDDERS AND OFFERORS**

If a bidder or offeror who otherwise would have been awarded a contract is found not to be a responsible bidder or offeror, a determination that the bidder or offeror is not a responsible bidder or offeror, setting forth the basis of the finding, shall be prepared by the Procurement Officer. The unreasonable failure of a bidder or offeror to promptly

supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the bidder or offeror is not a responsible bidder or offeror.

## **12.6 PREQUALIFICATION OF BIDDERS**

A business may be pre-qualified by a central purchasing office as a bidder or offeror for particular types of services, construction or items of tangible personal property. Mailing lists of potential bidders or offers shall include but shall not be limited to such prequalified businesses.

## **13.0 CONSTRUCTION CONTRACTS**

### **13.1 CONSTRUCTION CONTRACTS: CENTRAL PURCHASING OFFICE**

The award and execution of contracts for major construction, including but not limited to roads, bridges, airports, buildings and dams, shall be made by the Board of County Commissioners of the County of Cibola. The procurement officer responsible for the procurement shall give notice to prospective bidders pursuant to Section 13-1-10 NMSA 1978.

### **13.2 CONSTRUCTION CONTRACTS: CONSTRUCTION MANAGEMENT SERVICES**

- A) A construction management services contract may be entered into for any construction or County public works project when the County makes a determination that it is in the public's interest to utilize construction management services. Construction management services shall not duplicate and are in addition to the normal scope of separate architect or engineer contracts, the need for which may arise due to the complexity or unusual requirements of a project as requested by the County.
- B) To insure fair, uniform, clear and effective procedures that will strive for the delivery of a quality project, on time and within budget, the secretary, in conjunction with the appropriate and affected professional associations and contractors, shall promulgate regulations, which shall be adopted by the County and shall be followed by the County when procuring construction management services as authorized in Subsection A of this section.
- C) A local public body shall make the decision on a construction management services contract for a County public works project. A state agency shall not make the decision on a construction management services contract for a County public works project.

### **13.3 CONSTRUCTION CONTRACT: RIGHT TO INSPECT PLANT**

A contract or a solicitation therefore may include a provision permitting the County, at reasonable times, to inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded or to be awarded.

#### **14.0 PROCUREMENT UNDER EXISTING CONTRACTS**

A) Notwithstanding the requirements of Sections 13-1-102 through 13-1-118 NMSA 1978, the Procurement Officer may contract for services, construction or items of tangible personal property without the use of competitive sealed bids or competitive sealed proposals as follows:

- i) At a price equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the County and the purchase order adequately identifies the contract relied upon; or
  - ii) With a business which has a current exclusive or nonexclusive price agreement with the state purchasing agent or a central purchasing office for the item, services or construction meeting the same standards and specifications as the items to be procured if the following conditions are met:
    - a) The quantity purchased does not exceed the quantity which may be purchased under the applicable price agreement; and
    - b) The purchase order adequately identifies the price agreement relied upon.
- B) The Procurement Officer shall retain for public inspection and for the use of auditors a copy of each federal supply contractor state purchasing agent price agreement relied upon to make purchases without seeking competitive bids or proposals.

#### **15.0 COOPERATIVE PROCUREMENT**

##### **15.1 COOPERATIVE PROCUREMENT: AUTHORIZED**

- A) The County may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement shall clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under a cooperative procurement agreement entered into pursuant to this subsection shall be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting parties may be located outside this state. An approved and signed copy of all cooperative procurement agreements entered into pursuant to this subsection shall be filed with the state purchasing agent. A cooperative procurement agreement entered into pursuant to this subsection is limited to the procurement of items of tangible personal property, services or construction.
- B) Notwithstanding the provisions of Subsection, A of this section, a cooperative procurement agreement providing for mutually held funds or for other terms and conditions involving public funds or property included in Section 11-1-4 NMSA 1978 shall be entered into pursuant to the provisions of the Joint Powers Agreements Act (110101 to 11-1-7 NMSA 1978)

- C) The County may cooperate by agreement with the State purchasing agent in obtaining contracts or price agreements, and such contract or agreed prices shall apply to purchase orders subsequently issued under the agreement.

### **15.2 COOPERATIVE PROCUREMENT: RECYCLED CONTENT GOODS**

- A) The Procurement Officer shall, whenever its price, quality, quantity, availability and delivery requirements are met, purchase recycled content goods through contracts established by the purchasing division of the general services department or with other central purchasing offices.
- B) For purposes of this section, “recycled content goods” means supplies and materials composed in whole or in part of recycled materials; provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications.

### **16.0 SALE, ACQUISITION OR USE OF PROPERTY BY THE COUNTY**

The County may sell property to, acquire property from or cooperatively use any items of tangible personal property or services belonging to a state agency or another local body or external procurement unit:

- A) In accordance with an agreement entered into with the approval of the state board of finance or the data processing and data communications planning council; or
- B) Subject to the provisions of Sections 3-46-1 through 3-46-45; 3-54-1 through 3-54-3; 3-60-1 through 3-60-37 and 3-60A-1 through 3-60A-48 NMSA 1978.

### **17.0 COST OR PRICING DATA**

#### **17.1 COST OR PRICING DATA: REQUIRED**

When the Procurement Officer, a prospective contractor shall submit cost or pricing data when the contract is expected to exceed twenty-five thousand dollars (\$25,000) and is to be awarded by a method other than competitive sealed bids.

#### **17.2 COST OR PRICING DATA: NOT REQUIRED**

The cost or pricing data relating to the award of a contract shall not be required when:

- A) The procurement is based on competitive sealed bid;
- B) The contract price is based on established catalogue prices or market prices;
- C) The contract price is set by law or regulation;
- D) The contract is for professional services; or
- E) The contract is awarded pursuant to the Public Building Energy Efficiency Act (Chapter 6, Article 23 NMSA 1978).

#### **17.3 COST OR PRICING DATA: CHANGE ORDERS OR CONTRACT**

#### **MODIFICATIONS**

When required by the County, a contractor shall submit cost or pricing data prior to the executive of any change order or contract modification, whether or not cost or pricing

data was required in connection with the initial award of the contract, when the change order or modification involves aggregate increases or aggregate decreases that are expected to exceed twenty-five thousand dollars (\$25,000).

#### **17.4 COST OR PRICING DATA: CHANGE ORDERS, CONTRACT MODIFICATIONS, EXCEPTIONS**

The submission of cost or pricing data relating to the execution of a change order or contract modification shall not be required when unrelated change orders or contract modifications for which cost or pricing data would not be required are consolidated for administrative convenience.

#### **17.5 COST OR PRICING DATA: CERTIFICATION REQUIRED**

A contractor, actual or prospective, required to submit cost or pricing data shall certify that to the best of its knowledge and belief the cost or pricing data submitted was accurate, complete and current as of a specified date.

#### **17.6 COST OR PRICING DATA: PRICE ADJUSTMENT PROVISION REQUIRED**

Any contractor award, change order or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the local public body, including profit or fee, shall be adjusted to exclude any significant sums by which the local public body reasonably finds that such price was increased because the contractor furnished cost or pricing data was inaccurate, incomplete or not current as of the date specified.

#### **17.7 COST OR PRICE DATA: ANALYSIS**

A cost analysis or a price analysis, as appropriate, may be conducted prior to the award of a contract other than one awarded by competitive sealed bidding. A written record of such cost or price analysis shall be made a part of the procurement.

#### **17.8 COST PRINCIPLES: REGULATIONS**

The Procurement Officer has the authority to issue regulations may promulgate regulations setting forth principles to be used to determine the permissibility of incurred costs for the purpose of reimbursing costs to a contractor.

#### **17.9 AUDIT OF COST OR PRICING DATA**

A) The County may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data, to the extent that such books and records relate to such cost or pricing data. Any person who receives a contract, change order or contract modification for which cost or pricing data is required shall maintain books and records that relate to such cost or pricing data for three years from the date of final payment under the contract unless a shorter period is otherwise authorized in writing.

- B) The County shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period three years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing.

## **18. CONTRACT AUDIT**

The County shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing.

## **19. TYPES OF CONTRACTS**

Subject to the limitations of Sections 13-1-150 to 13-1-154 NMSA 1978 of the Procurement Code, any type of contract, including but not limited to definite quantity contracts, indefinite quantity contracts and price agreements, which will promote the best interests of the state agency or a local public body may be used; provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance. A cost-reimbursement contract may be used when such contract is likely to be less costly or it is impracticable to otherwise obtain the services, construction or items of tangible personal property required.

### **19.1 MULTI-TERM CONTRACTS: SPECIFIED PERIOD**

A multi-term contract for items of tangible personal property, construction or services except for professional services, in an amount under twenty-five thousand dollars (\$25,000), may be entered into for any period of time deemed to be in the best interests of the County not to exceed four years; provided that the term of the contract and conditions of renewal or extension, if any, are included in the specifications and funds are available for the first fiscal period at the time of contracting.

If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed eight years, including all extensions and renewals, except that for any such contract entered into pursuant to the Public Building Energy Efficiency and Water Conservation Act (Public Facility Energy Efficiency and Water Conservation Act, Chapter 6, Article 23 NMSA 1978), the term shall not exceed ten years, including all extensions and renewals. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. A contract for professional services may not exceed for four years, including all extensions and renewals, except for the following:

- A) Services required to support or operate federally certified Medicaid, financial assistant and child support enforcement management information or payment systems;
- B) Services to design, develop or implement the taxation and revenue information management systems project authorized by Laws 1997, Chapter 125;
- C) A multi-term contract for the services of trustees, escrow agents, registrars, paying agents, letter of credit issuers and other forms of credit enhancement and other similar services, excluding bond attorneys, underwriters and financial advisors with regard to the issuance, sale and delivery of public securities, may be for the life of the securities or as long as the securities remain outstanding; and
- D) Services relating to the implementation, operation and administration of the Education Trust Act (21-21K-1 to 21-21K-7 NMSA 1978).

### **19.2 MULTI-TERM CONTRACTS: DETERMINATION PRIOR TO USE**

Prior to the utilization of a multi-term contract, the Procurement Officer shall make a determination that:

- a. The estimated requirements cover the period of the contract and are reasonably firm and continuing; and
- b. The contract will serve the best interests of the County.

### **19.3 MULTI-TERM CONTRACTS: CANCELLATION DUE TO UNAVAILABILITY OF FUNDS**

When funds are not appropriated or otherwise made available to support continuation of performance of a multi-term contract in a subsequent fiscal period, the contract shall be cancelled.

## **20. PROCUREMENT OF USED ITEMS**

### **20.1 PROCUREMENT OF USED ITEMS: APPRAISAL REQUIRED: COUNTY ROAD EQUIPMENT EXCEPTION FOR AUCTIONS**

A central purchasing office, when procuring used items of tangible personal property, the estimated cost of which exceeds five thousand dollars (\$5,000), for use in construction and maintenance of county streets, roads and highways, subject to the following provisions:

- A) The commercial auction company shall have been in business for at least three years preceding the date of purchase and shall conduct at least five auctions annually;
- B) The value of each piece of equipment shall be appraised prior to the auction by a qualified disinterested appraiser retained and paid by the county, who shall make a written appraisal report stating the basis for the appraisal, including the age, condition and comparable sales, and stating that the appraiser has exercised his independent judgment without prior understanding or agreement with any person as to a target value or range of value;
- C) An independent "certificate of working condition" shall be obtained prior to the auction from a qualified mechanic who shall have made a detailed inspection of each



major working or major functional part and certified the working condition of each;  
and

- D) The price paid, including all auctions fees and buyer's surcharges shall not exceed the appraised value.

## **20.2 TRADE OR EXCHANGE OF USED ITEMS: APPRAISAL REQUIRED**

- A) A central purchasing office, when trading in or exchanging used items of tangible personal property the estimated value of which exceeds five thousand dollars (\$5,000) as part-payment on the procurement of new items of tangible personal property, shall:
- i) Have an independent appraisal made of the items to be traded or exchanged. The appraisal shall be in writing, shall be made part of the procurement file and shall be a public record. The invitation for bids or request for proposals shall contain notice to prospective bidders or offerors of the description and specifications of the items to be traded in or exchanged, the appraised value of the items to be traded in or exchanged and location where the items to be traded in or exchanged may be inspected; or
  - ii) Have two written quotes for purchase of the property at a specified price.
- B) Award shall be based upon the net bid. Bidders or offerors shall compute their net bid or offer by deducting the appraised value or highest quote of the items to be traded in or exchanged from the gross bid or offer on the new items of tangible personal property to be procured. If an amount offered in trade is less than the appraised value or the highest quote but is found to be a personal property and in the best interest of the agency, the bid or offer may be accepted. Documentation of the terms of acceptance shall be in writing, shall be made a part of the procurement file and shall be a public record.

## **20.3 RECEIPT: INSPECTION; ACCEPTANCE OR REJECTION OF DELIVERIES**

The using agency is responsible for inspecting and accepting or rejecting deliveries. The using agency shall determine whether the quantity is as specified in the purchase order or contract and whether the quality conforms to the specifications referred to or included in the purchase order or contract. If inspection reveals that the delivery does not conform to the quantity or quality specified in the purchase order or contract, the using agency shall immediately notify the vendor that the delivery has been rejected and shall order the vendor to promptly make a satisfactory replacement or supplementary delivery. In case the vendor fails to comply, the County shall have no obligation to pay for the nonconforming items of tangible personal property. If the delivery does conform to the quantity and quality specified in the purchase order or contract, the using agency shall certify to the County that delivery has been completed and is satisfactory.

## **21. PAYMENTS PURCHASES**

- A) No warrant, check or other negotiable instrument shall be issued in payment for any purchase of services, construction or items of tangible personal property unless the Procurement Officer or the using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications or

unless prepayment is permitted under Section 13-1-98 NMSA 1978 by exclusion of the purchase from the Procurement Code (13-1-28 NMSA 1978).

- B) Unless otherwise agreed upon by the parties or unless otherwise specified in the invitation for bids, request for proposals or other solicitation, within fifteen days from the date the Procurement Officer or using agency receives written notice from the contractor that payment is requested for services or construction completed or items of tangible personal property delivered on site and received, the Procurement Officer or using agency shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property.
- C) Except as provided in Subsection D of this section, upon certification by the Procurement Officer or the using agency that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the contractor within thirty days of the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, payments shall be tendered to the contractor within five working days of receipt of funds from that funding agency.
- D) If the Procurement Officer or the using agency finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days of the date of receipt of written notice from the contractor that payment is requested for services or construction completed or items of tangible personal property delivered on site, provide to the contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the contract may proceed to provide remedial action.
- E) Late payment charges that differ from the provisions of Subsection C of this section may be assessed if specifically provided for by contract or pursuant to tariffs approved by the New Mexico public utility commission or the state corporation commission (public regulation commission).

## **22. BRAND-NAME SPECIFICATION**

### **22.1 BRAND-NAME SPECIFICATION: USE**

A brand-name specification may be used only when the Procurement Officer makes a determination that only the identified brand-name item or items will satisfy the needs of the County.

### **22.2 BRAND-NAME SPECIFICATION: COMPETITION**

The Procurement Officer shall seek to identify sources from which the designated brand-name items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 13-1-126 NMSA 1978 of the Procurement Code.

### **22.3 BRAND-NAME OR EQUAL SPECIFICATION: REQUIRED CHARACTERISTICS**

Unless the Procurement Officer makes a determination that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand-name or equal specifications shall include a description of the particular design, function or performance characteristics which are required.

### **22.4 BRAND-NAME OR EQUAL SPECIFICATION: REQUIRED LANGUAGE**

Where a brand-name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

## **23. UNIFORM CONTRACT CLAUSES**

- A) The County may require by regulation that contracts include uniform clauses providing for termination of contracts, adjustments in prices, adjustments in time of performance or other contract provisions as appropriate, including but not limited to the following subjects:
- i) The unilateral right of the County to order in writing:
    - a) Changes in work within the scope of the contract; and
    - b) Temporary stoppage of the work of the delay of performance;
  - ii) Variations occurring between estimated quantities of work in a contract and actual quantities;
  - iii) liquidated damages;
  - iv) permissible excuses for delay or nonperformance;
  - v) termination of the contract for default;
  - vi) termination of the contract in whole or in part for the convenience of the County;
  - vii) assignment clauses providing for the assignment by the contractor to the County of causes of action for violation of state or federal antitrust statutes;
  - viii) identification of subcontractors by bidders in bids; and
  - ix) uniform subcontract clauses in contracts.
- B) The County shall require by regulation that contracts include a clause imposing late payment charges against the County in the amount and under the conditions stated in Section 13-1-158 NMSA 1978.

## **24. PRICE ADJUSTMENTS**

Adjustments in price shall be computed in one or more of the following ways as specified in the contract:

- A) By agreement on a fixed-price adjustment before commencement of performance or as soon thereafter as practicable;
- B) By unit prices specified in the contract or subsequently agreed upon by the parties.
- C) By the costs attributable to the events or conditions as specified in the contract or subsequently agreed upon by the parties;
- D) By a provision for both upward and downward revision of stated contract price upon the occurrence of specified contingencies if the contract is for commercial items

sold in substantial quantities to the general public with prices based upon established catalogue or list prices in a form regularly maintained by the manufacturer or vendor and published or otherwise available for customer inspection. In the event of revision of the stated contract price, the contract file shall be promptly documented by the Procurement Officer.

- E) In such other manner as the contracting parties may mutually agree; or
- F) In the absence of agreement by the parties, by a unilateral determination reasonably computed by the County of the costs attributable to the events or conditions.

## **25. PROCUREMENT PROTEST**

### **25.1 RIGHT TO PROTEST**

Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the Procurement Officer. The protest shall be submitted in writing within fifteen calendar days after knowledge of the facts or occurrences giving rise to the protest.

### **25.2 PROCUREMENTS AFTER PROTEST**

In the event of a timely protest under Section 13-1-172 NMSA 1978 of the Procurement Code, the Procurement Officer shall not proceed further with the procurement unless the Procurement Officer makes a determination that the award of the contract is necessary to protect substantial interests of the County.

### **25.3 AUTHORITY TO RESOLVE PROTESTS**

The Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder or offeror. This authority shall be exercised in accordance with regulations promulgated by County but shall not include the authority to award money damages or attorneys' fees.

### **25.4 PROTEST: DETERMINATION**

The Procurement Officer or designee shall promptly issue a determination relating to the protest. The determination shall:

- A) State the reasons for the action taken; and
- B) Inform the protestant of the right to judicial review of the determination pursuant to the Procurement Code.

### **25.5 PROTEST: NOTICE OF DETERMINATION**

A copy of the determination issued under 13-1-175 NMSA 1978 of the Procurement Code shall immediately be mailed to the protestant and other bidders or offerors involved in the procurement.

## **26.0 AUTHORITY TO DEBAR OR SUSPEND**

The central purchasing office may suspend a person from consideration for award of contracts if the central purchasing office, after reasonable investigation, finds that a

person has engaged in conduct that constitutes cause for debarment pursuant to Section 13-1-178 NMSA 1978. The term of a suspension pursuant to this section shall not exceed three months; however, if a person, including a bidder, offeror or contractor, has been charged with a criminal offense that would be a cause for debarment pursuant to Section 13-1-178 NMSA 1978, the suspension shall remain in effect until the criminal charge is resolved and the person is debarred or the reason for suspension no longer exists. The central purchasing office, after reasonable notice to the person involved, shall have authority to recommend to the Board of County Commissioners the debarment of a person for cause from consideration for award of contracts, other than contracts for professional services. The debarment shall not be for a period of more than three years. The authority to debar shall be exercised by the Board of County Commissioners in accordance with rules that shall provide for reasonable notice and a fair hearing prior to debarment.

## **26.1 CAUSES FOR DEBARMENT OR SUSPENSION: TIME LIMIT**

A. The causes for debarment or suspension occurring within three years of the date final action on a procurement is taken include but are not limited to the following:

- (1) criminal conviction of a bidder, offeror or contractor for commission of a criminal offense related to obtaining unlawfully or attempting to obtain a public or private contract or subcontract, or related to the unlawful performance of such contract or subcontract;
- (2) civil judgment against a bidder, offeror or contractor for a civil violation related to obtaining unlawfully or attempting to obtain a public or private contract or subcontract, or related to the unlawful performance of such contract or subcontract;
- (3) conviction of a bidder, offeror or contractor under state or federal statutes related to embezzlement, theft, forgery, bribery, fraud, falsification or destruction of records, making false statements or receiving stolen property or for violation of federal or state tax laws;
- (4) conviction of a bidder, offeror or contractor under state or federal antitrust statutes relating to the submission of offers;
- (5) criminal conviction against a bidder, offeror or contractor for any other offense related to honesty, integrity or business ethics;
- (6) civil judgment against a bidder, offeror or contractor for a civil violation related to honesty, integrity or business ethics;
- (7) civil judgment against a bidder, offeror or contractor pursuant to the Unfair Practices Act;
- (8) violation by a bidder, offeror or contractor of contract provisions, as set forth in this paragraph, of a character that is reasonably regarded by the state purchasing agent or a central purchasing office to be so serious as to justify suspension or debarment action, including:
  - (a) willful failure to perform in accordance with one or more contracts; or
  - (b) a history of failure to perform or of unsatisfactory performance of one or more contracts; provided that this failure or unsatisfactory performance has occurred within a reasonable time preceding the decision to impose debarment; and provided further that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

(9) any other cause that the state purchasing agent or a central purchasing office determines to be so serious and compelling as to affect responsibility as a contractor; or  
(10) for a willful violation by a bidder, offeror or contractor of the provisions of the Procurement Code.

#### **26.2 DEBARMENT OR SUSPENSION: DETERMINATION.**

The Board of County Commissioners shall issue a written determination to debar or suspend. The determination shall:

- A. state the reasons for the action taken; and
- B. inform the debarred or suspended business involved of its rights to judicial review pursuant to Section 156 of the Procurement Code.

A copy of the determination made pursuant to Section 13-1-179 NMSA 1978 shall be mailed to the last known address on file with the state purchasing agent or central purchasing office, by first class mail, within three business days after issuance of the written determination; or transmitted electronically within three business days after issuance of the written determination.

### **27. EXECUTION OF CONTRACT**

#### **27.1 REMEDIES PRIOR TO EXECUTION OF CONTRACT**

If prior to the execution of a valid, written contract by all parties and necessary approval authorities, the procurement officer makes a determination that a solicitation or proposed award of the proposed contract is in violation of law, then the solicitation or proposed award shall be cancelled.

#### **27.2 RATIFICATION OR TERMINATION AFTER EXECUTION OF CONTRACT**

If after the execution of a valid, written contract by all parties and necessary approval authorities, procurement officer makes a determination that a solicitation or award of the contract was in violation of law and if the business awarded the contract did not act fraudulently or in bad faith:

- A) The contract may be ratified, affirmed and revised to comply with law, provided that a determination is made that doing so is in the best interests of the County; or
- B) The contract may be terminated, and the contractor shall be compensated for the actual expenses reasonably incurred under the contract plus a reasonable profit prior to termination.

#### **27.3 JUDICIAL REVIEW**

All actions authorized by the Procurement code (13-1-28 NMSA) for judicial review of a determination shall be filed pursuant to the provisions of Section 39-3-1.1 NMSA 1978.

### **28. ASSISTANCE TO SMALL BUSINESS**

### **28.1 ASSISTANCE TO SMALL BUSINESS: POLICY**

It shall be the policy of this County to encourage small businesses to do business with the County.

### **28.2 ASSISTANCE TO SMALL BUSINESS: DUTIES OF THE PURCHASING AGENT**

- A) Purchasing agent shall issue publications designed to assist small businesses in learning how to do business with the state agencies and local public bodies.
- B) Purchasing agent shall compile, maintain and make available source lists of small businesses for the purpose of encouraging procurement by the state agencies and local public bodies from small businesses.
- C) Purchasing shall take all reasonable action to ensure that small businesses are solicited on each procurement for which they appear to be qualified.
- D) Purchasing agent may develop training programs to assist small businesses in learning how to do business with the County.
- E) Purchasing agent or a central purchasing office may make special provisions for progress payments as such office or officer may deem reasonably necessary to encourage procurement from small businesses in accordance with regulations promulgated by the County Commission.

### **28.3 ASSISTANCE TO SMALL BUSINESS: BID BONDS; REDUCTION**

The procurement officer may reduce bid bond, performance bond or payment bond requirements authorized by the Procurement Code (13-1-28 NMSA 1978) to encourage procurement from small businesses.

### **29. ANTIPOVERTY PROGRAM BUSINESS**

- A) Without regard to the bid requirements of Section 75 of the Procurement Code, the procurement officer may negotiate a contract for materials grown, processed, or manufactured in this state by small businesses, cooperatives, community self-determination corporations or other such enterprises designed and operated to alleviate poverty conditions and aided by state or federal antipoverty programs or through private philanthropy.
- B) Prior to negotiating a contract under this section, the procurement officer shall make a determination of the reasonableness of the price and quality of the materials and that the public interest will best be served by the procurement.

### **30. PUBLIC ACQUISITION OF AMERICAN-MADE MOTOR VEHICLES REQUIRED**

The County shall only acquire motor vehicles assembled in North America except for gas-electric hybrid vehicles until these vehicles are assembled in North America. For the purposes of this section, "motor vehicle" means a light duty vehicle under 8500 pounds.

### **31. PROCUREMENTS PURSUANT TO THE CORRECTIONS INDUSTRIES ACT**

- A) The County may purchase items of tangible personal property and services offered pursuant to the provisions of the Corrections Industries Act (33-8-1 NMSA 1978).
- B) The corrections industries commission shall prepare a catalogue containing an accurate and complete description of all items of tangible personal property and services available. A copy of the catalogue shall be provided to each state agency and local public body. The catalogue shall contain an approximate time required for delivery of each item of tangible personal property and service.
- C) The procurement officer shall purchase available items of tangible personal property and services from the catalogue unless a determination is made that:
  - i) An emergency exists requiring immediate action to procure the items of tangible personal property or service;
  - ii) The specifications for the items of tangible personal property or service, including quality, quantity and delivery requirements, cannot be met within a reasonable time by the corrections department; or
  - iii) The price to be paid to the corrections department for the items of tangible personal property or service is higher than the bid price of comparable items of tangible personal property or services.

### **32. BRIBES, GRATUITIES AND KICKBACKS**

#### **32.1 UNLAWFUL EMPLOYEE PARTICIPATION PROHIBITED**

- A) Except as permitted by the University Research Park Act (2-28-2 to 21-28-25 NMSA 1978), it is unlawful for any County employee, as defined in the Procurement Code (13-1-28 NMSA 1978), to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest in the business seeking or obtaining a contract.
- B) An employee or any member of any employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a financial interest with regard to matters pertaining to that trust.

#### **32.2 BRIBES, GRATUITIES AND KICKBACKS: CONTRACT REFERENCE REQUIRED**

All contracts and solicitations therefore shall contain reference to the criminal laws prohibiting bribes, gratuities and kickbacks.

#### **32.3 CONTINGENT FEES PROHIBITED**

It is unlawful for a person or business to be retained or for a business to retain a person or business to solicit or secure a contract upon an agreement or understanding that the compensation is contingent upon the award of the contract, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business and persons or businesses employed by the County which are providing professional services to the County in anticipation of the receipt of federal or state grants or loans.



### **32.4 CONTEMPORANEOUS EMPLOYMENT PROHIBITED**

It is unlawful for any County employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person or business contracting with the governmental body by whom the employee is employed.

### **32.5 WAIVERS FROM CONTEMPORANEOUS EMPLOYMENT AND UNLAWFUL EMPLOYEE PARTICIPATION PERMITTED**

The County may grant a waiver from unlawful employee participation pursuant to Section 153 (13-1-190 NMSA 1978) of the Procurement Code, or contemporaneous employment pursuant to Section 166 (13-1-193 NMSA 1978) of the Procurement Code, upon making a determination that:

- A) The contemporaneous employment of financial interest of the employee has been publicly disclosed;
- B) The employee will be able to perform his procurement functions without actual or apparent bias or favoritism; and
- C) The employee participation is in the best interests of the County.

### **32.6 USE OF CONFIDENTIAL INFORMATION PROHIBITED**

It is unlawful for any County employee or former employee to knowingly use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person.

### **33. CIVIL PENALTY**

Any person, firm or corporation that knowingly violates any provision of the Procurement Code is subject to a civil penalty of not more than one thousand dollars (\$1,000) for each procurement in violation of any provision of the Procurement Code. The attorney general or the district attorney in the jurisdiction in which the violation occurs is empowered to bring a civil action for the enforcement of any provision of the Procurement Code. Any penalty collected under the provisions of this section shall be credited to the general fund of the political subdivision in which the violation occurred and on whose behalf the suit was brought.

### **34. RECOVERY OF VALUE TRANSFERRED OR RECEIVED; ADDITIONAL CIVIL PENALTY**

An amount equal to the value of anything transferred or received in violation of the provisions of the Procurement code by a transferor and transferee may be imposed as a civil penalty upon both the transferor and transferee. The civil penalty provided for in this section is imposed in addition but pursuant to the terms and conditions of the Procurement Code.

### **35. KICKBACKS: ADDITIONAL CIVIL PENALTY**

Upon a showing that a subcontractor made a kickback to a prime contractor or a higher-tier subcontractor in connection with the award of a subcontract or order there under, it is conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County. An amount equal to the kickback is imposed as a civil penalty by County upon the recipient and upon the subcontractor making such kickbacks in addition but pursuant to the terms and conditions of Section 169 (13-1-196 NMSA 1978) of the Procurement Code.

### **36. PENALTIES**

Any business or person that willfully violates the Procurement Code is guilty of:

- A) a misdemeanor if the transaction involves fifty thousand dollars (\$50,000) or less; or
- B) a fourth degree felony if the transaction involves more than fifty thousand dollars (\$50,000).

### **37. SEVERABILITY**

If any article, section, subsection, paragraph, sentence, clause, phrase, provision or portion of any article, section, subsection, paragraph, sentence, clause, phrase or provision in this Resolution is, for any reason, held to be unconstitutional, invalid or void, the remaining portion shall not be affected since it is the express intention of the Cibola County Board of County Commissioners to pass such article, section, subsection, paragraph, sentence, clause, phrase or provision and every part thereof separately and independently from every other part.

### **38. EFFECTIVE DATE**

This Resolution shall be recorded and authenticated by the Cibola County Clerk following adoption by the Board of County Commissioners. This Resolution shall be effective immediately.

### **39. REPEAL OF FORMER POLICY**

All former policies or resolutions concerning purchasing or procurement are repealed with the adoption of this Resolution,

**APPROVED, ADOPTED, and PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

### **BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Robert Armijo  
Commissioner, District I

\_\_\_\_\_  
T. Walter Jaramillo  
Commissioner, District II

\_\_\_\_\_  
Jack Moleris  
Commissioner, District III

\_\_\_\_\_  
Pat Simpson  
Commissioner, District IV

---

Lloyd Felipe  
Commissioner, District V

Attest:

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Lisa Bro  
Cibola County Clerk

## **Cibola County Indigent Burial**

The Cibola County Purchasing Office administers the Unclaimed/Indigent Cremation Program for deceased persons who have passed away within the [geographical boundaries of Cibola County](#), as directed by state law. It is our mission to provide a deserved, lawful, proper and dignified manner of disposition for those decedent residents who are indigent or go unclaimed upon death, and to handle every case accurately and lawfully with the utmost attention.

**Address:** Cibola County Managers Office

515 W. High Street

Grants, NM 87020

**Phone:** (505) 285-2513

Fax: (505) 285-5434

**Hours:** Monday - Friday

8 a.m. - 5 p.m.

Closed on observed holidays

**Email:** [frances.medina@co.cibola.nm.us](mailto:frances.medina@co.cibola.nm.us)

A local funeral home is under contract with the county to provide direct cremation only.

Please note: this program does not assist with funeral expenses, viewing at the funeral home or any other service at the funeral home or place of worship, neither before nor after cremation.

### Program Eligibility

Eligibility for the Unclaimed/Indigent Cremation Program is based on the deceased person who must meet all three of the requirements listed below per New Mexico State Statute upon death:

1. "Indigent Status"
  - a. Deceased persons shall be considered to be an indigent if his/her estate is insufficient to cover the cost of burial or cremation ([NMSA 1978 §24-13-2](#)).
2. "Cibola County Resident"
  - a. A resident is defined as someone who has lived in Cibola County for a minimum of six months prior to the time of passing.
  - b. If the deceased person is declared indigent, cremation expenses shall become the responsibility of the county of residence of the deceased person ([NMSA 1978 §24-13-3](#)).
    - i. If the decedent is not a resident of Cibola County at the time of death, Cibola County cannot proceed any further and will send/direct to the appropriate county of residence.

ii. In the event that the decedent's primary residence is out of the state of New Mexico, but he or she passes away in Cibola County, the occurrence will be handled on a case-by-case basis.

3. "Property/Assets Ownership"

a. For the purposes of [NMSA 1978 §24-13-2](#), decedents are deemed indigent when they do not own property/assets of sufficient value to cover the cost of burial or cremation. If the decedent is unclaimed, and had known assets or property of sufficient value to defray the expenses of cremation or burial, per [NMSA 1978 §24-13-3](#), invoices for the expenses shall be forwarded to such person or official authorized by law to be appointed administrator of the estate of the deceased to pay expenses from the estate.

### Services Provided

The responsibility of Cibola County, under state statute, is to provide direct disposition. This is defined as the disposition of a dead human body as quickly as possible, without a funeral, graveside services, committal services or memorial service, whether public or private, and without embalming of the body unless embalming is required by the place of disposition ([NMSA 1978 §61-32-3\(I\)](#) ).

The county shall ensure that the body is cremated no later than 30 days after a determination has been made that the body has not been claimed, but no less than two weeks after death ([NMSA 1978 §24-13-1](#)).

If the decedent has known legal next of kin, in accordance with state statute, he or she must acknowledge and adhere to the county program's policies and procedures of disposition, and have no further say in the proceedings. At that time, in adherence with the program's procedures and policies of disposition, Cibola County will then assume the responsibility for proper disposition ([NMSA §24-12A-2](#)).

### Releasing of Cremated Remains

The cremated remains may be released, provided the cost of cremation has been reimbursed, in full, to Cibola County, no earlier than 90 days following the date of death and no later than a period of two years from the time of cremation; cremains will be held by the current contracted funeral home during this time.

*If the decedent is a veteran*, the reimbursement date may be expedited, pending verification from the Office of Veteran Affairs.

***Cibola County, New Mexico***

***Financial Policies***

***Applicable to All Departments  
and Constitutional Offices***

***Prepared by the Finance Department  
Joseph Sanders  
Finance Director***

## ***Foreword***

In an effort to continue to improve the financial management of Cibola County the County's finance director, in the spring of 2016, initiated a project to develop formalized financial policies. The County has been operating through the use of informal policies; however, the formalization of our financial policies ~~should~~will greatly enhance the financial management of our County.

## ***Preface***

These adopted financial policies provide the framework for assisting both the Cibola County Board of Commissioners and County's administrative staff, in making ~~financial~~ decisions about the financial welfare of the County. Many financial decisions must be based upon state statutes, particularly in the areas of operating budgets and investments. However, New Mexico governments are given much discretion in making many of their financial decisions. This document will help County staff make these decisions in a fiscally sound manner.

This document is divided into seven sections. The first section provides the guidance regarding the "dos and don'ts" of preparing and managing the County's operating budget. State law provides much guidance for this topic. Section II provides an overall formalized framework for the County's capital improvement program. Section III discusses debt issuance and management. At this writing, the County's long-term debt is limited to capital leases. However, this policy addresses a variety of other debt issues that may occur in the future.

The administration of the County's revenues is discussed in Section IV. Section V provides the policy guidance for the County's accounting, auditing and financial reporting activities. County procurement policies and procedures are addressed in Section VI and Section VII provides overall policy guidance for the County's investment program. Finally, Section VIII provides travel policies.

The Finance Department wishes to thank the Board of County Commissioners for their guidance and support of the County's financial management.

Joseph Sanders  
Finance Director

August, 2016



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## ***SECTION I***

### ***OPERATING BUDGET AND EQUITY RESERVE POLICIES***

## **SECTION I. OPERATING BUDGET AND EQUITY RESERVE POLICIES**

The budget process provides the primary mechanism by which key decisions are made regarding the levels and types of services the County provides within their estimated available resources. Budget policy guides this process. Budget policy also directs the County's financial health and stability and these policies provide the foundation for sound budget administration.

New Mexico law provides the budget requirements for New Mexico local governments. These specific legal requirements are referenced throughout these budget policies, as applicable. The policies presented in this section provide an outline of the County's application of these state laws.

This section of the County's financial policies is divided into three subsections, general operating budget policies, specific operating budget policies, and equity.

### **SUBSECTION I. GENERAL OPERATING BUDGET POLICIES**

#### **A. SCOPE**

These operating budget and equity policies apply to all budgeted funds, which are the responsibility, and under the management of the County and its Finance Department, including the Constitutional Officers.

#### **B. FINANCING CURRENT COSTS**

Current costs shall be financed with current revenues, which may include the use of available fund balances carried forward from the prior year. The County shall avoid balancing current expenditures by obligating the use of future year's resources. The County shall strive to avoid short-term borrowing to meet cash flow requirements. However, the County may enter into short-term borrowing should a critical need arise (see Debt Issuance and Management Policies, Section III).

#### **C. BUDGET REQUIREMENTS BY FUND TYPE**

The following budget requirements are established for the different funds the County uses:

1. **General Fund** – The County adopts an annual budget for the General Fund which shall provide for general government operations of the County and maintain working capital necessary for the County's financial health and stability.
2. **Special Revenue Funds** – The County adopts annual budgets for each special revenue fund, which demonstrates that any legally restricted revenue sources are used consistent with the applicable laws and/or regulations.
3. **Capital Project Funds** – The County adopts a project budget for its capital project funds. However, the County also adopts an annual budget, consistent with the County's fiscal year.

4. **Enterprise Funds** - Although generally accepted accounting principles (GAAP) or New Mexico statutes do not require the County to adopt budgets for enterprise funds (e.g., the Cibola County Detention Fund), the County ~~-does-~~ adopts annual budgets for ~~its enterprise funds~~ enterprise funds ~~in order to monitor revenues and control~~ monitor revenues and control expenses. ~~The County~~ The County ~~uses a business approach~~ uses a business approach when budgeting enterprise funds.
5. **Agency Funds** – GAAP and New Mexico statutes do not require ~~the~~ adoption of budgets for the agency funds, since these funds primarily collect cash and forwards it to the general fund for the Constitutional Officers, or to other governmental agencies. These funds do not ~~report~~ operations; therefore, operating budgets are not necessary.

## **SUBSECTION II. SPECIFIC OPERATING BUDGET POLICIES**

The operating budget shall be prepared on an annual basis and include those funds detailed in Sub-~~S~~ection I that are subject to annual appropriation or project appropriation for the fiscal year July 1 to June 30.

### **A. BUDGET PROCESS AND ADOPTION**

Prior to May 15 of each year, the County's administration must submit a recommended budget to the Board of County Commissioners for their consideration. During the review process, a state required and legally advertised public hearing is conducted to obtain public comment. In addition, the recommended budget is available for public inspection at the County Clerk's office. Prior to July 1 of the budget year, the County's administration presents the final budget to the Board of County Commissioners, after which the Board of County Commissioners adopts the budget through the passage of a budget resolution.

### **B. DECENTRALIZED BUDGET DEVELOPMENT PROCESS**

The County will utilize a decentralized operating budget process. All departments and Constitutional Officers are given an opportunity to participate in the annual budget process.

The County will utilize a "bottoms-up" resource allocation approach. Each department will have an opportunity to request personnel, services supplies and capital items needed to carry-on its responsibility in an exemplary manner. However, the Board of County Commissioners may establish certain budget increase parameters, which may limit budget growth.

### **C. DEPARTMENTAL BUDGET REQUESTS**

The budget shall be developed based upon "line-item" expenditures within each department. This type of budget focuses on objects of expenditures such as personal services, purchased services, supplies, equipment, etc. within each department. At a minimum, each department's budget request shall be detailed by individual line item.



## **D. ESTIMATING REVENUES**

In the budget development, the County will estimate its revenues conservatively, using an objective and analytical approach. Revenue estimates are based upon historic trends and independent analysis by County staff. Every attempt will be made to limit or reduce appropriations prior to increasing any fees or charges. However, to avoid a degradation of the County's service delivery, increases in fees and charges are adopted when necessary. (See Revenue Policies in Section IV).

## **E. A BALANCED BUDGET**

The budget shall be balanced for each budgeted governmental fund. Total anticipated revenues plus that portion of fund balance in excess of authorized reserves (see Equity Policies, Section I below) that is designated as a budget-funding source shall equal total estimated expenditures for each fund.

The budgeted expenses for enterprise funds (less depreciation) expense must equal estimated revenues.

## **F. THE BUDGETARY BASIS**

All governmental fund budgets shall be adopted on a basis consistent with generally accepted accounting principles (i.e., the modified accrual basis of accounting) as promulgated by the Governmental Accounting Standards Board (GASB). Revenues are recognized when they become measurable and available and expenditures are charged against the budget when they become measurable, a fund liability has been incurred and that liability is due.

All enterprise fund budgets use the accrual basis of accounting.

## **G. LEVEL OF BUDGET ADOPTION AND CONTROL**

The budget shall be adopted at the legal level of control, which is department within individual fund (i.e., expenditures may not exceed the total appropriation for any department within a fund without the Board of County Commissioner's approval in a public meeting). The County Administrator and Finance Director (or his designee) may authorize budget transfers within a department within the same fund from one-line item to other line items (i.e., to another object classification within the same department)," except those related to personnel salary changes. The Board of County Commissioners must approve transfers of personnel salary changes. See policy H below for amending the budget.

## **H. BUDGET AMENDMENTS**

The budget is a dynamic rather than static plan, which requires adjustments and formal budget amendments as circumstances change. During the fiscal year, the Board of County Commissioners may need to amend the budget for the funding of service level delivery policy changes, unforeseen catastrophic events or redirection of resources.

Generally, the Board of County Commissioners should approve all —budget amendments before expenditures occur. However, due to emergencies or unforeseen circumstances, the Board of County Commissioners may confirm a budget amendment after the expenditure has occurred.

The County administration will present proposed budget amendments to the Board of County Commissioners at regularly scheduled meetings, as necessary.

The Board of County Commissioners must amend the budget for all increases in total departmental appropriations, transfers of appropriations between departments and increases in the number of authorized positions (full and part-time).

Any budget amendments must be adopted by resolution (i.e., the same process that is used to originally adopt the budget).

## **I. UTILIZATION OF PRIOR YEAR'S FUND BALANCE IN BUDGET**

If necessary, the County may use fund balance in excess of the minimum reserve for working capital as a funding source for that fund's budget. The amount of unreserved fund balance shall be estimated conservatively, taking into consideration future year needs. The minimum requirement for the designation for working capital (see Budget Policy, section I, part B), must first be met before utilizing the excess fund balance as a funding source for the budget.

## **J. APPROPRIATIONS AT YEAR END**

All annual operating budget appropriations (i.e., including encumbered appropriations) shall lapse at the end of the fiscal year. Purchases encumbered in the current fiscal year, but not received until the following fiscal year, normally are charged against each department's subsequent year appropriation. However, the Board of County Commissioners may re-appropriate an encumbered order in the following fiscal year's budget through a budget amendment.

## **K. BUDGET REPORTING SYSTEM**

The County shall maintain a system of budgetary control reports to assure adherence to the budget. The County makes available to departments, monthly financial reports comparing actual revenues, and outstanding encumbrances and expenditures with budgeted amounts.

## **L. DEMONSTRATING LEGAL COMPLIANCE**

The County will demonstrate its legal compliance with its budget by presenting "budget to actual" comparison schedules within the County's published comprehensive annual financial report (CAFR). The general fund and any major special revenue funds' ~~—~~ budgetary comparison statements will be represented as "basic financial ~~—~~information." All other budgetary comparison schedules will be presented as "supplementary information."

Generally, the budgetary comparison schedules are presented at the legal level of budgetary control (i.e., the department level). However, in the spirit of "full disclosure," the County presents its general fund budgetary schedule by major object classification (e.g., personal services) within departments.

## **M. CONTINGENCIES**

The County shall establish a contingency line in the general fund, within the non-departmental budget, in order to accommodate unexpected operational changes, legislative impacts, or other economic events affecting the County's operations which could not have been reasonably anticipated at the time the budget was prepared.

The amount will vary depending upon available resources as determined during the budget process.

If any of the contingency budget is needed in a separate department, Board of County Commissioners approval is required. If approved, the Finance Department will transfer the appropriation from the contingency line item to the applicable line item(s) within the applicable department's budget.

#### **N. BUDGETING "ONE TIME" REVENUE SOURCES**

To the extent feasible, "one-time" revenues will be applied toward one-time expenditures; they will not be used to finance ongoing programs. Ongoing revenues should be equal to or exceed ongoing expenditures.

#### **O. FUNDING OF DEFINED CONTRIBUTION PLAN**

The County will fully fund its contribution to the defined contribution plan, consistent with approved percentages of salary and the employee matching share. Currently the County contributes 5% and the employee contributes 3%.

#### **P. CAPITAL ASSET MAINTENANCE**

Within the resources available each year, the County shall maintain capital assets and infrastructure at a sufficient level to protect the County's investment, to minimize future replacement and maintenance costs, and to continue service delivery levels.

#### **Q. CONTRIBUTIONS**

Unless authorized by Board of County Commissioners, outside contributions to programs operated by County departments shall be subject to the County's accounting and budgetary policies. The County welcomes both unrestricted and restricted contributions compatible with the County's programs and objectives. Any material contribution shall be appropriated by Board of County Commissioners prior to expenditure.

#### **R. PRIVATIZATION**

The County will encourage delivery of services by other public and private organizations whenever and wherever greater efficiency and effectiveness can be expected as well as develop and internally use technology and productivity advancements that will reduce or avoid increasing personnel costs. The intent is to control personnel costs as a proportion of the total budget, to more productively and creatively use available resources, and to avoid duplication of effort and resources.

### **SUBSECTION III. EQUITY POLICIES**

#### **A. FINANCIAL RESPONSIBILITY**

The County will live within its means. All departments supported by the resources of this County must function within the limits of the financial resources identified or available specifically to them. A balance must be maintained between revenues and expenditures, so that the public can realize the benefits of a strong and stable government. It is important to understand that this policy is applied to budget entities over periods of time which extend beyond current appropriations. By law, budgets cannot exceed available resources, defined as revenues generated in the current period added to balances carried forward from prior years. Temporary shortages, or operating deficits, can and do occur, but they are not tolerated as extended trends. The County will not develop a legacy of shortages or a legacy of mixing one-time resources and expect the continued delivery of services, the very reason for which it exists.

#### **B. BUDGET STABILIZATION RESOURCES**

The County shall establish a fund balance designation in the General Fund for working capital purposes. The purposes of working capital is to eliminate cash flow issues, cover the cost of expenditures caused by unforeseen emergencies, cover shortfalls caused by revenue declines, and to eliminate any short-term borrowing for cash flow purposes. This designation shall accumulate and then be maintained at an amount, which represents the equivalent of approximately four (4) months of operating and debt expenditures, including transfers to other funds (i.e. approximately 35% of budgeted General Fund expenditures).

***SECTION II***

***CAPITAL IMPROVEMENT  
PROGRAM POLICIES***

## **SECTION II - CAPITAL IMPROVEMENT PROGRAM POLICIES**

The County will prepare a 5 year Capital Improvement Program (CIP), which will be updated annually. This plan will assist in the planning, acquisition, and financing of capital projects.

Major capital projects will be budgeted in a capital projects fund and/or in one of the County's enterprise funds. Also, some projects or purchases may be budgeted in the general fund. With the involvement of each of the County departments, the County Administrator will prepare the capital budget in conjunction with the operating budget.

### **A. IDENTIFICATION OF CAPITAL PROJECTS**

For purposes of the CIP, a major capital project generally is defined as an expenditure that has an expected useful life of more than 5 years with an estimated total cost of \$20,000 or more. Examples include building/infrastructure, road construction, land acquisitions, equipment, and vehicles.

### **B. CIP PREPARATION**

Updating of the CIP will occur annually, usually during the development of the annual budget. Each department will identify potential capital projects throughout the year and forward the list of identified projects to the Finance Department, when requested. All identified projects will be added to the CIP document, regardless of available funding.

### **C. PRIORITIZING CAPITAL PROJECTS**

The Board of County Commissioners considers the following criteria when prioritizing capital projects and/or capital asset purchases:

- Legal obligations and mandates
- Fiscal impact
- Third party financing availability
- Health and safety impacts
- Economic effects
- Environmental, aesthetic and social effects
- General public support
- Disruption and inconvenience to the public
- Implications if project is deferred to prior years
- Effect on surrounding governments
- Impact on other capital projects
- Life expectancy of project
- Percentage of population served

### **D. PROJECT LENGTH BUDGET**

The CIP shall be developed based upon defined projects approved by the Board of County Commissioners. Capital needs are projected for the subsequent five-year period. Once a project has been approved and funding has been identified, it will be incorporated into the annual operating budget. The Board of County Commissioners will adopt a project budget for these projects. Budget appropriation shall include the complete project costs with contingency amounts as appropriate.

## **E. AUTHORIZATION OF BUDGET ADJUSTMENTS AND AMENDMENTS**

Department heads must submit budget amendment requests transferring appropriations from one-line item to another within the same capital project. The County Administrator or Finance Director (or his designee) shall review and approve all requests for budget adjustments. Adjustments from appropriations that have been obligated, committed, or reserved for a designated purpose shall not be transferred until formal a de-obligation occurs. The de-obligation of budget dollars to a specific project will only occur after the completion of the project, or when a project was identified and budget and funding is no longer necessary.

## **F. CONSTRUCTION CONTRACTS**

All capital projects must be included in a formal construction contract and the contract must be approved by the Board of County Commissioners. All other contract components must be consistent with the County's purchasing rules and regulations.

## **G. CONSTRUCTION CONTRACT CHANGE ORDERS**

All construction contract change orders must be supported by County staff recommendations and must be approved by the capital project architect and/or project engineer (if applicable) and each must be approved by the Board of County Commissioners in a public meeting. All other contract change order components must be consistent with the County's purchasing rules and regulations.

## **H. COORDINATION WITH DEBT POLICY**

If the Board of County Commissioners determines that borrowing is necessary to finance a capital project included within the CIP, the financing will be coordinated with the debt policies of the County (See "Debt Issuance and Management Policies," Section III).

***SECTION III***

***DEBT ISSUANCE AND MANAGEMENT  
POLICIES***



### **SECTION III - DEBT ISSUANCE AND MANAGEMENT POLICIES**

The County recognizes the foundation of any well-managed debt program is a comprehensive debt policy. A debt policy sets forth the parameters for issuing debt and managing outstanding debt and provides guidance to decision makers regarding the timing and purposes for which debt may be issued, types and amounts of permissible debt, method of sale that may be used and structural features that may be incorporated. The debt policy should recognize a binding commitment to full and timely repayment of all debt as an intrinsic requirement for entry into the capital markets. Adherence to a debt policy helps to ensure that a government maintains a sound debt position and that credit quality is protected. Advantages of a debt policy are as follows:

- Enhances the quality of decisions by imposing order and discipline, and promoting consistency and continuity in decision making,
- Rationalizes the decision-making process,
- Identifies objectives for staff to implement,
- Demonstrates a commitment to long-term financial planning objectives, and
- Is regarded positively by the rating agencies in reviewing credit quality.

The policies also:

- Establish criteria for the issuance of debt obligations so as not to exceed acceptable levels of indebtedness
- Transmit a message to investors and rating agencies that the County is committed to sound financial management
- Provide consistency and continuity to public policy development

Issuing debt commits the County's revenues several years into the future, and may limit its flexibility to respond to changing service priorities, revenue inflows, or cost structures. Adherence to this debt policy helps ensure that the County issues and manages its debt prudently in order to maintain a sound financial position and protect its credit rating.

New Mexico law provides the authorizations and requirements for debt issuances by New Mexico local governments. These specific legal requirements are referenced throughout the debt policies, as applicable.

Although the following debt policies relate to a sophisticated debt program, current practice for debt issuance is limited to capital leases, and the County has no general obligation or revenue bonds outstanding.

#### **A. CONDITIONS FOR ISSUING LONG-TERM DEBT**

Debt financing for capital improvements and equipment generally will be used when at least one of the following conditions exist:

- When one-time, non-continuous projects (those not requiring annual appropriations) are desired;

- When the County determines that future users will receive a benefit from the capital improvement that the debt financed;
- When the project is necessary to provide basic services to County residents;
- When total debt, including debt issued by overlapping governments (e.g., the school board), does not constitute an unreasonable burden to County taxpayers.
- Exhausting the use of all other possible revenue sources to provide alternative funding for capital projects.

## **B. CONDITIONS FOR ISSUING SHORT-TERM DEBT**

The County will limit its short-term borrowing to cover cash flow shortages through a bank loan or the issuance of tax anticipation notes (TANS).

## **C. LIMITATION ON DEBT ISSUANCE**

New Mexico law limits the amount of general obligation debt that the County may issue to 10% of the assessed value of all taxable property located within the boundaries of the County. However, the County takes a more conservative approach and limits the issuance of general obligation debt to 5% of this assessed value.

The amount of general long-term debt financing for capital assets (i.e., through capital leases) may be 100% of the fair market value of the purchase.

## **D. SOUND FINANCING OF DEBT**

When the County utilizes debt financing, the following activities will occur to ensure that the debt is soundly financed:

- Analysis of the financial impact, both short-term and long-term, of issuing the debt;
- Conservatively projecting the revenue sources that the County will use to repay the debt;
- Insuring that the term of any long-term debt the County incurs shall not exceed the expected useful life of the asset the debt financed;
- Maintaining a debt service coverage ratio (i.e., for revenue secured debt) that ensures that the revenues pledged for the repayment of the outstanding debt will be adequate to make the required debt service payments.

## **E. REFUNDING DEBT**

The County will consider refunding outstanding bonds when the net present value savings (net of issuance costs and any other cash contribution), as a percentage of the refunding bonds should be at least "3% - 5%."

## **F. DEBT RETIREMENT**

Generally, borrowings by the County should be of a duration that does not exceed the economic life of the capital improvement that it finances and where feasible, should be shorter than the projected economic life. To the extent possible, the County should design the repayment of debt so as to recapture rapidly its credit capacity for future use.

Annual budget appropriations shall include debt service principal and interest payments and reserve requirements for all debt currently outstanding.

## **G. FULL DISCLOSURE**

The County shall follow a policy of full disclosure in financial reporting and with the preparation of a bond prospectus.

## **H. LEGAL COMPLIANCE**

When issuing debt, the County shall comply with all legal requirements, including the continuing disclosure requirements. This compliance includes adherence to local, state and federal legislation and bond covenants.

More specifically, the Finance Director is responsible for maintaining a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort includes tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any relatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the County's outstanding debt issues. Additionally, general financial reporting and certification requirements embodied in bond covenants are monitored to ensure that all covenants are complied with.

The County will comply by providing secondary market disclosure for all long-term debt obligations. As required the County will submit annual financial information to all nationally recognized municipal securities repositories, on a timely basis.

## **I. CREDIT RATINGS**

The Finance Director is responsible for maintaining relationships with the rating agencies that assign ratings to the County's various debt obligations. This effort includes providing periodic updates on the County's general financial condition along with coordinating meetings and presentations in conjunction with a new debt issuance.

Credit ratings are the rating agencies' assessment of the County's ability and willingness to repay debt on a timely basis. Credit ratings are an important indicator in the credit markets and can influence interest rates the County must pay. Each of the rating agencies believes that debt management is a positive factor in evaluating issuers and assigning credit ratings. Therefore, implementing debt management practices will be viewed positively by the rating agencies and could influence the County's credit rating and ultimately lower borrowing costs.

When the County issues bonds, it will consider insuring the bonds, which essentially results in the highest bond rating possible which may result in lower interest costs.

## **J. RELATIONSHIP WITH CAPITAL IMPROVEMENT PROGRAM (CIP)**

All bond issue requests shall be coordinated by the Finance Department during the annual budget process. Requests for the issuance of new bonds must be identified during the CIP process (See Section II, CIP policies).

## **K. COMPETITIVE FINANCING**

The County generally will conduct financings on a competitive basis. However, negotiated financings may be used due to market volatility or the use of an unusual or complex financing or security structure.

## **L. USING FINANCIAL SPECIALISTS**

The County may employ outside financial specialists to assist it in developing a bond issuance strategy, preparing bond documents, and marketing bonds to investors. The key players in the County's financing transactions include its financial advisor and bond counsel, the underwriter and County representatives.

***SECTION IV***  
***REVENUE ADMINISTRATION POLICIES***

## **SECTION IV - REVENUE ADMINISTRATION POLICIES**

The County levies, collects and records certain taxes, license and permit fees, intergovernmental revenues, charges for services, investment earnings, fines and forfeitures, and other miscellaneous revenues and financing sources. This policy provides direction in the application, acceptance and administration of revenues the County receives.

### **A. DIVERSIFICATION AND STABILITY**

All revenues have particular characteristics in terms of stability, growth, sensitivity to inflation or business cycle effects, and impact on the tax and rate payers. A diversity of revenue sources can improve a County's ability to handle fluctuations in revenues and potentially help to better distribute the cost of providing services.

The County shall strive to maintain a diversified and stable revenue structure to shelter it from short-term fluctuations in any primary revenue source. When possible, the revenue mix shall combine elastic (e.g., sales taxes) and inelastic (e.g., property taxes) revenue sources to minimize the effect of economic downturns.

The County will work towards diversifying its revenue base in order to reduce its dependence upon property taxes.

### **B. REVENUE BUDGET ESTIMATES**

As part of the annual budget process, an objective analytical process will estimate revenues realistically and prudently. The County Finance Department will estimate revenues of a volatile nature conservatively.

### **C. USER BASED FEES AND CHARGES (Exchange Revenues)**

The County will strive to keep the revenue system simple which will result in a decrease of compliance costs for the taxpayer or service recipient and a corresponding decrease in avoidance to pay. The County will avoid nuisance taxes, fees, or charges as revenue sources.

The County's revenue system will strive to maintain equity in its structure. That is, the County will seek to minimize or eliminate all forms for subsidization between entities, funds, services, and customers. However, it is recognized that public policy decisions may lead to subsidies in certain circumstances.

When establishing user charges, the following issues will be considered:

- Ability to pay
- Pricing to limit or encourage demand
- Identifiable benefits
- Discourage waste
- Cost of collection

For services associated with a user fee or charge, a fee shall offset the costs of that service, where possible. Costs of services include direct and indirect costs such as operating and maintenance costs, administrative costs, and charges for the use of capital (e.g., depreciation and/or debt service).

## D. DETERMINING THE AMOUNT OF USER FEES AND CHARGES

The level of user fee cost recovery should consider the county-~~wide~~<sup>wide versus</sup> ~~versus~~ <sup>special service</sup> nature of the program or activity. The use of general purpose revenues is appropriate for county-wide services, while user fees are appropriate for services that are of special benefit to easily identified individuals or groups.

Fees will be reviewed and updated on an ongoing basis to ensure that they keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery. The Finance Department will forward any proposed changes to the Board of County Commissioners for approval.

## E. UPDATING USER FEES AND CHARGES

The County will review all user fees and charges annually in order to keep pace with the cost of providing that service. This review normally will occur during the development of the annual operating budget.

The County will consider changing fee rates when:

- The fee is not covering its costs.
- The fee is covering its costs and generates excess revenue that in turn cross-subsidizes other services, unless public policy suggests otherwise.

## F. NEW USER FEES AND CHARGES

When imposing new fees and/or charges, the proposed fee/charge should be examined using the following criteria:

- Sufficiency - fees and/or charges should recover the full cost of issuance, administration, and enforcement, recognizing that adjustments may be necessary for the benefit of the public;
- Efficiency - fees/charges should be designed for ~~easy,~~<sup>easy,</sup> ~~inexpensive~~<sup>easy,</sup> ~~easy, ~~inexpensive~~ administration by the County and easy, inexpensive compliance by the individual/business paying the fee/charge. A minimum of the revenue raised through the collection of a fee/charge should be consumed in the process of raising it;~~
- Simplicity - fees/charges should be understood easily by the payee and County officials, leaving as small a margin as possible for subjective interpretations.

If the new fee would recover costs of a service previously funded by general revenue, the County should examine a decrease in general taxes or decide on a use of the liberated revenues.

## G. ALTERNATIVE REVENUE SOURCES

The County shall seek alternative funding sources whenever possible to reduce the required revenue from non-exchange transactions (e.g., property taxes). Such alternative sources include private and public grants, federal or state assistance, and public and private contributions.

## **H. REVENUE COLLECTION**

The County will follow an aggressive policy of collecting revenues, consistent with state and federal laws. This policy includes charging of penalties and interest on delinquent payments, revoking County licenses, and providing for the transferring and assignment of tax executions.

Real property will be sold to satisfy non-payment of property taxes by the ~~Tax Commissioner~~State.

## **I. RATES AND CHARGES**

The Board of County Commissioners shall approve all revenue rates, charges, and processes in association with receipted funds that are deposited by the County.

## **J. MULTI-YEAR FINANCIAL PROJECTION**

The County will prepare (within three years from the date of Board of County Commissioners adoption) a five-year revenue and expenditure projection for governmental funds, with an annual update. This projection will be used as a resource in the development of the operating budget.

## **K. RAISING PROPERTY TAXES**

Property tax rates shall be maintained at a rate adequate to fund a basic service level. Based upon taxable values, millage rates will be adjusted to fund this service level.



## ***SECTION V***

# ***ACCOUNTING, AUDITING AND FINANCIAL REPORTING POLICIES***

## **SECTION V – ACCOUNTING, AUDITING AND FINANCIAL REPORTING POLICIES**

The Government Finance Officers Association (GFOA) Executive Board has adopted a body of recommended practices in the functional areas of public finance to give GFOA members and other state and local governments more guidance on sound financial management practices. Most of the following financial policies are consistent with the recommended accounting, auditing and financial report practices. These policies include three subsections, accounting, auditing and financial reporting.

### **SUBSECTION I. ACCOUNTING**

The County shall maintain a system of financial monitoring, control, and reporting for all operations and funds in order to provide an effective means of ensuring that financial integrity is not compromised. In addition, such practices shall provide County officials with the necessary resources in order to make sound financial decisions.

#### **A. SCOPE**

This policy applies to all accounting records that are the responsibility and under the management of the County's Finance Department.

#### **B. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP)**

The County will establish and maintain a high standard of accounting practices. Accounting standards will conform to accounting principles generally accepted in the United States as promulgated by the Governmental Accounting Standards Board (GASB). The County also follows the Financial Accounting Standards Board's pronouncements issued on or before November 30, 1989, unless they conflict or contradict GASB pronouncements.

#### **C. FUND STRUCTURE**

The County will maintain the minimum number of funds consistent with legal compliance and sound financial administration. Also, the County will adhere to the mandatory fund structure included in the New Mexico Department of Community Affairs' (DCA) chart of accounts (see below). In addition, funds shall be classified in conformity with GAAP. Further, all funds shall be reported within the County's comprehensive annual financial report (CAFR).

#### **D. CHART OF ACCOUNTS**

The New Mexico General Assembly passed the Local Government Uniform Chart of Accounts and Reporting Act in 1997. This law requires entities to prepare and issue a standardized chart of accounts for New Mexico governments. It shall be the policy of the County to implement and utilize the account classifications as the chart of accounts prescribes.

## **SUBSECTION II. AUDITING**

New Mexico Law on Local Government Audits, requires an independent annual audit for the County. The annual independent audit shall be conducted in accordance with generally accepted auditing standards (GAAS) and generally accepted governmental auditing standards (GAGAS). In addition, the County shall comply with the requirements of the General Accounting Office (GAO) and the Office of Management and Budget (OMB) when audits are conducted relating to federal funding, consistent with the 1996 (and any future) amendments to the Single Audit Act.

### **A. SCOPE**

This policy applies to all funds that are the responsibility and under the management of the County and its Finance Department.

### **B. AUDITOR QUALIFICATIONS**

A properly licensed New Mexico independent public accounting firm shall conduct the annual audit. The firm must have experience in auditing New Mexico local governments. The firm must also be able to substantiate their audit staff has met the continuing education requirements and that the firm has had a "peer review" conducted.

### **C. AUDITOR INDEPENDENCE**

The auditors of the County's financial statements shall conform to the independence standard promulgated in the General Accounting Office's *Government Auditing Standards* even if the audit engagements are not subject to generally accepted government auditing standards.

### **D. CHOOSING THE AUDIT FIRM**

Every ~~five-three~~ years, the County will ~~consider issuing~~ issue a request for proposal to choose an audit firm for a period ~~not to exceed a term of three years of five years with multiple year renewal options. The County will request two proposals from qualified public accounting firms. One proposal shall contain the firm's costs and a second will contain the firm's qualifications. The cost proposals shall only be opened after the qualified firms are chosen. When awarding the contract for the independent audit, the decision will be based more on technical qualifications rather than on cost. in accordance with the State Audit Rule currently in effect and the requirements of the New Mexico Procurement Code~~ [DP1].

### **E. AUDIT AGREEMENT**

The agreement between the independent auditor and the County shall be in form of a written contract or an engagement letter. The contract or engagement letter shall include the request for proposal as an appendix to the written document and all issues addressed in the request for proposal shall be required as part of the contract or engagement letter.

### **F. INTERNAL AUDIT FUNCTION**

The County shall develop, and once developed, maintain a strong internal audit function, whereby applying financial practices and policies to transactions. The County shall develop accounting practices and procedures, which will be documented for use in internal control evaluation.

The national Government Finance Officers Association (GFOA) recommends that every government should consider the feasibility of establishing a formal internal audit function because such a function can play an important role in helping county management maintain a comprehensive framework of internal controls. Because of limited financial resources, the County has not established a separate internal audit function, rather the Finance Department should continue to develop and monitor internal controls until an internal auditor position can be funded.

#### **G. MALFEASANCE AND EMBEZZLEMENT**

Any employee will be prosecuted to the extent of the law in any instance where the employee is proven to have committed an illegal act such as theft.

### **SUBSECTION III. FINANCIAL REPORTING**

The Finance Department shall develop and maintain an ongoing system of financial reporting to meet the information needs of the County, authorities, and regulatory agencies. In addition, the Board of County Commissioners, County Administrator, Department Heads and the public shall have access to reports to allow them to monitor, regulate, and to use as a basis for future financial decisions.

#### **A. COMPREHENSIVE ANNUAL FINANCIAL REPORT**

In conjunction with the annual independent audit, the County shall prepare and publish a Comprehensive Annual Financial Report (CAFR). The County shall prepare the CAFR in conformity with GAAP and the GFOA's program requirements. Annually, the County will submit its CAFR to the GFOA to determine its eligibility to receive the GFOA's coveted "*Certificate of Achievement for Excellence in Financial Reporting*" award. The County shall make this report available to the Board of County Commissioners, bond rating agencies, creditors, and any interested citizens.

All financial statements and schedules contained within the CAFR shall be audited, with the purpose to effectively communicate the complete financial affairs of the County to all interested readers.

#### **B. ANNUAL BUDGET DOCUMENT**

The County shall prepare and publish an annual budget document in accordance with the policies contained within Section I of these financial policies, the "Operating Budget and Fund Equity" section.

#### **C. FINANCIAL REPORTING TO THE BOARD OF COUNTY COMMISSIONERS**

Quarterly, the Finance Department shall prepare and present a summarized "*Statement of Revenues and Expenditures*" to the Board of County Commissioners for the entire County's operating funds. This report shall detail budget to actual comparisons to provide data for analysis.

#### **D. FINANCIAL REPORTING TO THE DEPARTMENTS**

County departments have on-line access to departmental budgetary information. County departments should monitor their budgets at least on a monthly basis.

**E. EXTERNAL FINANCIAL REPORTING TO THE STATE OF ~~New Mexico~~ STATE OF NEW MEXICO**

The County shall report their financial information to the State of New Mexico. A copy of the County's annual audited financial statements (i.e., the CAFR) shall be submitted to the New Mexico Department of Audits and Accounts within 180 days of year-end (December 31), as required.

***SECTION VI***

***PROCUREMENT POLICIES AND  
PROCEDURES***

## SECTION VI - PROCUREMENT POLICIES AND PROCEDURES

This policy provides guidance for the procurement of goods and services in compliance with procurement provisions of the County and the State of New Mexico statutes. The goal of this policy is to establish, foster, and maintain the following principles:

- Consideration of the County's best interest in all transactions;
- Purchasing without prejudice by seeking to obtain the best value from the most qualified responsible bidder or offeror; and
- To subscribe to and work with honesty and truth in purchasing.

All departments of the County including the constitutional offices are subject to these procurement policies.

This Section includes Subsection I for General Policies, Subsection II for Specific Policies, and Subsection III for Specific Procedures.

### SUBSECTION I - GENERAL POLICIES

#### A. FULL AND OPEN COMPETITION

The County shall make every effort to obtain high quality goods and services at the best possible price. All procurement procedures will be conducted in a fair and impartial manner with avoidance of any impropriety. All qualified vendors have access to County business. No bidder will be arbitrarily or capriciously excluded from providing goods and services to the County. Competition shall be sought for all procurement to the maximum extent possible. The conditions of all contracts shall be made clear in advance of the competition. Specifications shall reflect the needs of the County.

The County's procurement system shall encourage full and open competition on all purchases and sales.

The operation of the County's procurement system and surplus property disposal system shall be based upon competitive bidding whenever possible.

It is the responsibility of the Purchasing Department to ensure that an adequate selection of bidders is solicited for every bid to achieve optimum competition. This responsibility includes using various advertising methods when sources may be limited and personally contacting potential bidders either via phone, mail, e-mail or fax if deemed necessary.

#### B. INTEREST OF COUNTY OFFICIALS OR EMPLOYEES IN EXPENDITURE OF PUBLIC FUNDS

No official or employee of the County will have an interest directly or indirectly (e.g., a financial gain) in any transaction with, sale to, work for, or contract with the County or any department of the County or service involving the expenditure of public funds in violation of ethical conduct. The County shall not contract with, or purchase from, a vendor who is a member of the immediate family having a financial interest with that vendor (i.e. owner, director or officer) of a County Commissioner, County Administrator, ~~County Attorney~~ DP2], County Clerk, Purchasing Director, Department Head, HR Director, or any Finance Department staff. The County shall not use a vendor for services in an operating department who is a member of the immediate family of an employee of that operating department. Individuals serving on the following boards are exempt from this policy if

they are not covered as full time county employees or members of the Board of Commissioners

- Board of Elections & Voter Registration
- Board of Family & Children Services
- Board of Health
- Board of Tax Assessors
- Development Authority
- Historic Society
- Hospital Authority
- Library Board
- Northwest New Mexico Regional Commission

### **C. GIFTS AND GRATUITIES**

Officials or County employees are not authorized to accept gifts or gratuities from any individual, company, firm or business establishment that is a vendor to the County or is marketing the County with regard to future purchases. Limitations should not be interpreted so as to prohibit acceptance of social courtesies such as meals and holiday gifts that contribute to good public relations or to prohibit employees from obtaining loans from established lending institutions.

### **D. DISCLAIMER OF RESPONSIBILITY**

The County will not be responsible for a purchase made by any County employee, County official, or an employee of any department utilizing public funds who fail to follow these procurement policies and procedures.

It shall be considered a "breach of duty" on the part of any employee who procures goods or services not consistent with the procurement policies contained herein. Any breaches shall be reported to the County Administrator, Finance Director, or Constitutional Officer, if applicable.

The Board of County Commissioners may disclaim responsibility and liability for any expenditure or agreement for expenditure arising from a procurement of goods and services made in its name, in the name of any governmental department under its fiscal authority, by an unauthorized person or any person acting outside these policies. The cost of any such disclaimed transaction will become the personal liability of the individual who acted improperly.



## SUBSECTION II – SPECIFIC POLICIES

### A. CENTRALIZED PROCUREMENT CONTROL

The County will maintain a centralized procurement control system whereby all County purchases will be coordinated by the Purchasing Department. However, the County's Purchasing Director may delegate to personnel within a user department the authority to purchase certain commodities or services if such delegation is deemed advantageous to the County or is necessary for the effective procurement of those items.

### B. BUDGET ALLOCATION

Unless a budget appropriation is available, no procurement shall occur which obligates the County to pay for goods or services. Each respective department head or designee has the responsibility for reviewing budget authorization and availability prior to beginning the procurement process. Exceptions shall be made only for emergency purposes (see paragraph N below).

### C. PROCUREMENT THRESHOLDS

Generally, all County procurement shall be subject to the following procurement thresholds:

- Purchases estimated to cost \$1,000 or less shall obtain an electronic requisition and purchase order.
- Purchases estimated to cost between \$1,001 and \$4,999 shall obtain three quotes via written, telephone, e-mail, or fax, except as otherwise provided by the New Mexico Procurement Code. The requisition form shall contain details including date, vendor name, quote, and terms.
- Purchases estimated to cost between \$5,000 and \$19,999 shall obtain three written quotes, except as otherwise provided by the New Mexico Procurement Code.
- Purchases estimated to cost \$20,000 or greater shall obtain formal sealed bids or proposals, except as otherwise provided by the New Mexico Procurement Code. This procurement method shall include written specifications, two weeks of advertising, public bid opening, and approval by the Board of County Commissioners in a public meeting.

~~Procurement for certain professional services such as engineering, architectural, legal, and audit services are exempted by state law from bidding requirements and may be subject to exemption from these policies and procedures.~~

### D. OPERATIONAL SUPPLIES, SMALL EQUIPMENT, AND CAPITAL EQUIPMENT THRESHOLDS

Operational supplies purchases are defined as an item that cost \$1,000 or less and have a useful life less than one year.

Small equipment purchases are defined as an item that cost between \$1,001 and \$19,999 and have a useful life of more than one year.

Capital equipment purchases are defined as an item that cost \$20,000 or more and have a useful life of more than one year.

## **E. STATE OF ~~New Mexico~~NEW MEXICO PROCUREMENT CONTRACTS**

The County is authorized to use any State of New Mexico statewide contracts through the New Mexico ~~Department of Administrative Services~~General Services Department, in lieu of obtaining quotes or issuing competitive sealed bids when it is to the economic advantage of the County. The state contract price may be used to establish the maximum price for a good or service.

## **F. SOLE SOURCE PROCUREMENT**

Sole source procurement is permissible if a required good or service is available from only a single supplier. A requirement for a particular proprietary item does not justify sole source procurement if there is more than one potential bidder for that item or service. The County Administrator must approve sole source procurement when there is a clear and compelling reason that sole source is justified. Sole source procurements must be conducted in accordance with the requirements and parameters of NMSA 1978, Sections 126, 126.1 and 13-1-128.

## **G. PUBLIC WORKS CONSTRUCTION**

The New Mexico Local Government Public Works Construction Law establishes the basic requirements that all counties must follow when hiring private contractors to perform construction projects other than road construction that cost more than \$60,000 to ensure that public works contracts are awarded in a fair and competitive manner. The County shall issue formal sealed bids for all public works construction contracts estimated to cost \$60,000 or more, or in other words, the County will be more restrictive than state law.

## **H. ROAD CONSTRUCTION**

State law regarding road construction projects that all counties must follow when hiring private contractors to perform road construction or maintenance projects that cost more than \$60,000. The County shall issue formal sealed bids for road construction or maintenance projects estimated to cost \$60,000 or more that will be performed by private contractors.

## **I. REQUIRED BONDS**

### **BID BOND**

The Purchasing Director may require a bid bond or other bid security in the amount of at a minimum of 5% of the submitted bid for any County project to protect the County if the selected bidder fails to execute an awarded contract. The bid bond, if required, shall be submitted at the time the bid is submitted. If a bidder fails to accompany the submitted bid with the required bid bond or bid security, the bid may be rejected as non-responsive. If the selected bidder fails to execute an awarded contract, the bid bond amount will be retained by the County to pay for the expenses of rebidding the project. This bond can take the following forms: cash, certified check, irrevocable letter of credit, or an insurance product from a company authorized to do business in the state of New Mexico.

### **PERFORMANCE**

### **BOND**

The Purchasing Director may require a performance bond in the amount of 100% of the submitted bid for any County project to provide the County reimbursement if the selected bidder fails to complete the project according to the contract.

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The[DP4]

performance bond, if required, shall be submitted after being awarded the bid. If the selected bidder fails to complete the project according to the contract, the performance bond may be called and the amount recovered will be retained by the County to complete the project. This bond can take the following forms: cash, certified check, irrevocable letter of credit, or an insurance product from a company authorized to do business in the state of New Mexico.

#### **PAYMENT BOND**

The Purchasing Director may require a payment bond in the amount of 100% of the submitted bid for any County project to protect the County and the contractor's subcontractors and suppliers. The payment bond, if required, shall be submitted after being awarded the bid. If the awarded contractor fails to pay any of his subcontractors or suppliers who assist in the project, the subcontractors and suppliers seek recovery against the payment bond, not the County. This bond can take the following forms: cash, certified check, irrevocable letter of credit, or an insurance product from a company authorized to do business in the state of New Mexico.

#### **J. PUBLIC BID OPENINGS**

All formal sealed bids will be publicly opened and recorded by the Purchasing Director at the time and place included in the invitation for bids or proposals.

#### **K. FORMAL BID AWARDS**

The Purchasing Director and the user department director, if applicable, shall recommend to the Board of County Commissioners the award of all formal sealed bids. Only the Board of County Commissioners shall award such bids in a public meeting.

#### **L. CANCELLATION OR REJECTION OF BIDS OR PROPOSALS**

The Board of County Commissioners reserves the right to cancel any outstanding formal sealed bids prior to the opening of the bids and also reserves the right, after the bid opening but prior to the award of a bid, to reject, in whole or in part, any bids or proposals. Any cancellations or rejections should be consistent with these procurement policies and procedures.

#### **M. CHANGE ORDERS**

The County may make written changes to the plans, specifications, scheduling, and performance period of any contract. However, any changes that increase the total dollar amount of the original contract or makes a material change to the scope of the project shall be approved by the Board of County Commissioners in a public meeting.

#### **N. EMERGENCY PURCHASES**

An emergency purchase is one in which ~~a situation exists where inventory, supplies, equipment, etc. are depleted and would hamper County operations or a when a threat to public health, safety, or property exist and goods or services are needed. Emergency purchases are allowed when using the procedures in Section III~~there exists an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten the functioning of government, the preservation or protection of property, or the health or safety of any person. All emergency purchases must be made in accordance

| with NMSA 1978, Sections 13-1-127 and -128.

## O. VENDOR QUALIFICATIONS AND RESPONSIBILITIES

Any potential vendor desiring to conduct business with the County shall adhere to vendor relations requirements included in Subsection III of this document.

### ~~P. LOCAL BIDDER PRIVILEGE~~<sup>[DPS]</sup>

~~Because bids awarded to "local" vendors contribute to the Cibola County tax base and promote the local economy, the Cibola County Board of Commissioners has determined that, under certain circumstances, such "local" vendors shall be provided an additional privilege when bidding against non-local vendors.~~

~~If a "local" vendor's bid shall meet all specifications and is not more than four percent (4%) more than the lowest responsive and responsible bidder, the lowest bidding "local" vendor shall be given one (1) business day from the opening of such bids in which to notify the Purchasing Director that it agrees to match the low bid submitted by any non-local vendor. If such "local" vendor shall not agree to match the low bid, then the next lowest "local" vendor, if any within this specified category, shall be given one (1) business day there from to notify the Purchasing Director that it agrees to match the low bid submitted by any non-local vendor, and so on until all "local" vendors who fall within the specified category have had an opportunity to match the low bid.~~

~~This privilege or preference shall not apply to road construction or public works projects otherwise governed by New Mexico Law or to the purchase of any other goods and/or services, for which such preference is prohibited by New Mexico Law.~~

~~A "local" vendor for purposes of this section shall be defined as a vendor maintaining a physical presence within Cibola County, including, but not limited to the maintenance of one (1) or more offices within Cibola County with continuous employment of not fewer than two (2) persons at such office(s) for more than six (6) months prior to the submission of such bid. The mere maintenance of a post office box within Cibola County shall not qualify a vendor as "local" for purposes of this policy.~~

## Q. SALE OF SURPLUS COUNTY PROPERTY

### COUNTY EQUIPMENT AND VEHICLES

Annually, or on an "as needed" basis, the Board of County Commissioners, in a public meeting, may declare unneeded County equipment and vehicles as surplus County property and authorize the County Administrator to dispose of the surplus County equipment through public auction or formal seal bids.

The Board of County Commissioners may authorize, in a public meeting, a donation of surplus County equipment or vehicles to another public entity located within the County in lieu of a public auction or formal seal bids in accordance with the requirements set forth in NMSA 1978, Section 13-6-1 (2013).

### COUNTY-OWNED REAL PROPERTY

~~Ø. Outlines state law regarding the sale of County-owned real property other than real property used for roads that all counties must follow when disposing of County-owned real property.~~

## **~~COUNTY-OWNED REAL PROPERTY USED FOR ROAD PURPOSES~~**

~~State law regarding the sale of County-owned real property used for road purposes that all counties must follow when disposing of this type of property.~~

Sale of County owned real property shall be made in accordance with the requirements NMSA 1978, Sections 13-6-2 and 2.1

## **R. LOANING OF COUNTY EQUIPMENT**

County-owned equipment and vehicles shall not be used for personal reasons. County equipment may be loaned to contracted parties where in-kind work will benefit the County and proof of insurance can be obtained.

## **SUBSECTION III – SPECIFIC PROCEDURES**

### **A. ORGANIZATION**

~~The authority for centralized purchasing in the County is placed with the County. All procurement for the County shall be performed by the Administrator who may delegate a portion of that authority to the Purchasing Director [DP6].~~ The Purchasing Director may, in turn, authorize employees within the Purchasing Department or any other department within the County to perform the necessary procedures to procure supplies, materials, equipment, and services.

### **B. SCOPE**

These procedures shall apply to all purchases of supplies, materials, equipment, and services including repairs that involve public funds. The purchasing procedures herein supersede and repeal all previously existing ordinances and procedures to the extent that they are inconsistent with these provisions.

### **C. EMPLOYEES APPROVED FOR PROCUREMENT**

- The Purchasing Department will maintain a list of County employees who are authorized by their department head to requisition goods and services. Employees not on the list who request purchase orders will not be allowed to continue until authorization from their department head is obtained.
- Department heads must submit a list of persons in their departments authorized to process requisitions.
- Department heads must update the list as changes occur.
- Department heads shall inform their employees as to the individuals within their department who are authorized to process requisitions.

### **D. GENERAL PURCHASES**

All purchases are subject to the Purchasing Department's approval. The department requesting a purchase which is deemed to be an inappropriate item or service, by the Purchasing Department, may obtain a further review from the Finance Director. All departments shall use the MUNIS accounting finance system, when possible, for the requisition of needed items and services. Items and services shall not be purchased without a purchase order first being issued.

### **E. RECURRING PURCHASES**

Recurring purchases such as utilities, debt service, repairs, contracted services (e.g., printing, exterminations, propane, waste services, security monitoring, advertising,

postage and metering) are exempted from these policies. Blanket purchase orders may<sup>[DP7]</sup>



be issued to cover recurring expenses for similar items when it is deemed necessary in order to allow departments to continue to provide or maintain current levels of service. Blanket purchase orders may be subject to annual formal sealed bidding procedures for purchases such as recurring repairs and maintenance expenses.

## **F. COUNTY CREDIT CARD PURCHASES**<sup>[DP8]</sup>

Purchases made by the County's credit card should be infrequent and used primarily for travel related expenses such as reserving hotel rooms, renting vehicles, fuel purchases when traveling, and for certain Internet purchases. Normal purchasing procedures shall apply when using the County's credit card. The credit card is simply a payment method. Under no circumstances shall the County's credit card be used for personal purchases, even to be reimbursed later by the employee.

## **G. EMERGENCY PURCHASES**<sup>[DP9]</sup>

- ~~• If an emergency occurs, the user department will contact the vendor to acquire the needed item(s).~~
- ~~• The vendor must supply the item or items and the correct documentation (invoice).~~
- ~~• After the emergency situation is taken care of, the user department must prepare a purchase requisition containing detailed information on the item(s) purchased, the reasons for the emergency, and as to the choice of vendor.~~
- ~~• The purchase requisition shall be clearly labeled "EMERGENCY" and shall be signed by the department head, if appropriate.~~
- ~~• The requisition form must then be forwarded to the Purchasing Department with the invoice and any other appropriate information.~~
- ~~• The Purchasing Director will then contact the vendor and issue a purchase order number or the using department may enter a requisition and receive a purchase order to deliver to the vendor.~~

## **H.G. VENDOR RELATIONS**

- Potential vendors should be instructed to contact the Purchasing Department.
- Once a bid process is under way, no further contact or correspondence regarding the purchase is allowed between the user department, any employee, or any elected official and the potential vendor until the bid is awarded to ensure that all bidding information is consistent.
- In no instance will quotations received from one vendor during bidding or other negotiations be divulged to other vendors prior to bid opening. After bid opening, all vendor quotations are public information.
- Offers of gifts from vendors should be reported to the Purchasing Department immediately.
- No informal agreements are to be made with vendors, only the Purchasing Department will make formal agreements with vendors.

## **I.H. NORMAL PURCHASING PROCEDURES (\$1 to \$549,999)**

- All departments must submit a requisition to the Purchasing Department. The required price quotes must be submitted in the note section of the requisition. It is the responsibility of the requesting department to determine the estimated cost of the requisitioned item or service, when the price of the requisition items or service may increase, and if other charges are to be added to the invoice (i.e., freight, fuel adjustment or other miscellaneous charges). Each is to be noted on the requisition.
- The Purchasing Department will verify the department's budget authorization and availability of funds to purchase the requested item(s) or service.

- The Purchasing Department will then, if funds are available, release a purchase order to the user department.
- The user department must then issue the assigned purchase order to the vendor.
- The user department will then arrange the delivery as to time and place desired.
- When delivered, the department must check the items against the purchase order and retain a delivery ticket or send this document to the Finance Department.
- The invoice shall then be delivered to the Finance Department to be matched with the purchase order form, receiving document and processed.
- Where appropriate, warranty forms shall be maintained in a "warranty file" in the user department.

#### **J.I. FORMAL SEALED BIDS PROCEDURE (\$~~2060~~,000 and greater)**

- Formal sealed bids shall be used when the following conditions exist:
  - There are clear specifications;
  - Basis of award is price (as related to quality desired);
  - There are several bidders who can provide the product or service;
  - There is more than one (1) brand or product that meets the requirements or the specified brand can be obtained through more than one (1) source;
  - There is adequate time to advertise or solicit bids.
- The Purchasing Director will check the department's budget authorization and availability of funds to purchase the requested item or service.
- If authorized, an invitation to bid document will be produced by the Purchasing Director. The bid specifications will be written so as not to exclude nor favor any vendor whenever possible.
- The invitation to bid will be advertised ~~in the County's legal organ~~ for a minimum period of once a week for two weeks prior to the designated bid opening or in accordance with state law. Public works construction contracts are required to be advertised for four consecutive weeks in accordance with New Mexico Local Government Public Works Construction Law (see Subsection II (G)).
- Every opportunity will be made to have the competitive bidding open to as large a number of bidders as is practically possible. A minimum of three vendors will be contacted to submit sealed bids, if available. The following process will be used to ensure competitive bidding:
  - Advertisement in local and surrounding area newspapers;
  - Area yellow pages searched to locate possible vendors;
  - Referencing of past bid/proposal files to locate vendors;
  - Internet searches for appropriate vendors;
  - Placement of bid/proposal announcement on the County's website.
- When bids are received, they will be stamped as to date and time they arrived.
- At the time and place specified in the invitation to bid, the bids will be opened publicly and read aloud in the presence of a representative of the Purchasing Department. Bidders are not allowed to alter bid packages in any way after they have been opened at the bid opening time. Late bids will not be accepted.
- The Purchasing Director will evaluate all submitted bids on the basis of the lowest responsive bid and responsible bidder. A responsive bid is one that meets all bid specifications and requirements of the bid document. A responsible bidder is one who is capable to best deliver the product or service indicated in the bid package, has a favorable past performance of delivery, and positive references. The Purchasing Director and the user department will evaluate the technical aspects of the product or service to determine if it meets the bid specifications. After the evaluation is completed, a recommendation will be made to the Board of County Commissioners for their consideration of awarding the bid. The Board of County Commissioners specifically reserves the right to accept or reject any or all bids and to waive any technicalities and formalities.
- The successful bidder will be contacted and a purchase order will be released.

#### **K-J. FORMAL SEALED PROPOSALS (\$~~62~~0,000 and greater)**

- Formal sealed proposals will be handled and processed in the same manner as formal sealed bids, provided a written determination is issued as to the utilization of an RFP rather than an IFB. This process may be used when clear specifications are not available ~~or when a service is required~~.
- In this procurement method, qualifications will be primary and price may or may not be used in the evaluation of the proposals. The basis of award is the criteria outlined in the proposal. At the public opening, only the names of the companies offering the proposals will be read. Because negotiations are still possible, the contents of the proposal will not be released until the item or service has been evaluated and awarded. It is the Purchasing Department's responsibility to determine the method of purchase and to select the bid or the proposal method that is in the best interest of the County.

#### **L-K. SPECIAL ISSUES**

- Vendors performing a service for the County shall provide proof of worker's compensation insurance and general liability insurance. When the Purchasing Director determines that it is in the best of interest of the County, he may waive the worker's compensation insurance and general liability insurance requirements. In these instances, the vendor shall sign a release and indemnity waiver form.
- Any in-County vendor performing a service for the County shall also provide proof of a valid business license and be current on all County taxes and fees.
- All conditions being equal, the in-County vendor will be awarded the bid in the case of a tie. In the case of multiple in-County ties or multiple out-of-County ties, the decision will be determined by drawing.
- If alternates are offered in the bidding/proposal process, a full explanation of how the alternative will meet the required specifications shall be submitted with the bid/proposal. The County shall reserve the right to accept or reject any or all of the alternative proposals.
- In certain situations, that involve highly technical solutions, a mandatory pre-bid conference may be required. If so required, only bids from those potential bidders in attendance will be considered.
- In the event a bidder is awarded a bid or proposal by the Board of County Commissioners and the selected bidder fails to fulfill the conditions of the award, the Purchasing Director shall have the authority to award the bid to the second most responsive and responsible bidder without rebidding. If the second bidder cannot fulfill the conditions of the award, the Purchasing Director shall have the authority to award the bid to the third most responsive and responsible bidder without rebidding. If the third bidder cannot fulfill the conditions of the award, the Purchasing Director will rebid the item or service.
- Vendors will be required to sign a form that states that they agree to the terms and conditions contained in the bid/proposal package as well as applicable federal, state, and local laws.
- Each vendor shall sign a form indicating that no act(s) of collusion have taken place in the bid/proposal process.
- If a bidder has a grievance regarding these bidding procedures or their application, the bidder must first file a written grievance with the Purchasing Director for a resolution within 10 days of the bid award. If the Purchasing Director cannot resolve the grievance in a satisfactory manner to the bidder, the bidder may appeal to the Board of County Commissioners.

#### **M-L. PURCHASE ORDERS AND CHANGES**

If additional items and/or services are needed for a previously issued purchase order or additional charges will increase the purchase threshold level to a higher level, the original purchase order will need to be cancelled and a new requisition must be created for the revised amount. The new requisition shall have the appropriate bidding or quotation documentation.

#### **N.M. VIOLATIONS OF PURCHASING PROCEDURES**

All employees are expected to follow these purchasing policies and procedures. If not follow, disciplinary actions may result.

## ***SECTION VII***

# ***DEPOSIT AND INVESTMENT MANAGEMENT POLICIES***

## **SECTION VII - DEPOSIT AND INVESTMENT MANAGEMENT POLICIES**

This policy establishes overall guidelines for the deposit and the investment of financial assets for the benefit of the County. The Finance Department is responsible for the management of daily receipt and investment of cash and related accounting operations. The following policies are to be judged and understood in light of that overall sense of stewardship. In that regard, the basic investment standards shall be those of a prudent investor as articulated in applicable state statutes.

Much of the “*Investment Management Policies*” are modeled after the Government Finance Officers Associations’ (GFOA) best practices document titled, “*GFOA Sample Investment Policy*.”

This section of the County’s financial policies is divided into three subsections, general policies, deposit management policies and investment management policies. Although the County primarily invests their available resources in the State of New Mexico Investment Pool (see investment policy 3-H), incorporated within are somewhat sophisticated investment policies, if needed at a later date.

### **SUBSECTION I. GENERAL POLICIES**

#### **A. SCOPE**

This investment policy applies to all cash and investments, which are the responsibility, and under the management of the County and its Finance Department.

#### **B. POOLED CASH AND INVESTMENT MANAGEMENT**

All non-restricted cash and investments will be maintained in a single cash and investment pool allowing for the maximum use of available resources. The County shall maintain an accounting system that allows non-restricted assets to be pooled, while separately recorded on the general ledger. All available idle cash shall be invested.

#### **C. ALLOCATION OF INVESTMENT EARNINGS**

Investment earnings from the pooled cash and investments will be allocated to each investing fund consistent with fund ownership in the pool. The investment earnings shall be allocated monthly, based upon each fund’s average monthly balance. The allocation of the investment earnings process shall coincide with the month end close process.

#### **D. ETHICS AND CONFLICTS OF INTEREST**

County officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Board of County Commissioners any material financial interests in financial institutions that conduct business with the County, and they shall further disclose any large personal financial or investment positions that could be related to the performance of the County’s portfolio.

## SUBSECTION II. DEPOSIT MANAGEMENT POLICIES

### A. CHOOSING DEPOSITARIES

~~The national GFOA recommends that state and local governments periodically initiate competitive-bidding and negotiation processes, in accordance with the state and local laws and regulations, for major banking services. Currently, the County banks locally and will expand this policy, if needed.~~ Deposits of funds of the County may be made in noninterest-bearing checking accounts in one or more banks or savings and loan associations designated as checking depositories located within the County. In addition, deposits of funds may be in noninterest-bearing accounts in one or more credit unions designated as checking depositories located within the County to the extent the deposits are insured by an agency of the United States. If there is no checking depository within the County, one or more banks, savings and loan associations or credit unions within the County may be so designated, but credit union deposits shall be insured by an agency of the United States<sup>[DP10]</sup>.

Public money placed in interest-bearing deposits in banks and savings and loan associations shall be equitably distributed among all banks and savings and loan associations having their main or staffed branch offices within the County that have qualified as public depositories by reason of insurance of the account by an agency of the United States or by depositing collateral security or by giving bond as provided by law and that desire a deposit of public money pursuant to this section. The deposits shall be in the proportion that each bank's or savings and loan association's deposits bears to the total deposits of all banks and savings and loan associations that have their main office or staffed branch office within the County and that desire a deposit of public money pursuant to this section. The deposits of the main office of a savings and loan association and its staffed branch offices within the County is the total deposits of the association multiplied by the percentage that deposits of the main office and the staffed branch offices located within the County are of the total deposits of the association, net of any public fund deposits.

### B. COLLATERALIZATION

The County shall require pledges of collateral from the depository institution covering at least 110% of the deposits.

## SUBSECTION III. INVESTMENT MANAGEMENT POLICIES

### A. GENERAL INVESTMENT OBJECTIVES

The primary objective in the investment of County funds under control of the County is to ensure the safety of principal, while managing liquidity requirements of debt service and other financial obligations of the County, providing the highest investment return using authorized investment instruments, and promoting economic development in the County.

**Safety** - The safety of principal is the foremost objective of the investment program. County investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio. To attain this objective, diversification is required to ensure that the Finance Director prudently manages market, interest rate and credit risk. Each investment purchase shall be limited to those defined as eligible under New Mexico

statutes (see below).

**a. Credit Risk** - the County will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the safest types of securities.
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the County will do business.
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

**b. Interest Rate Risk** – the County will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or the State of New Mexico Local Government Investment Pool.



**Liquidity** - The investment portfolio shall remain sufficiently liquid to enable the County to meet all operating requirements that might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (i.e., static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (i.e., dynamic liquidity). A portion of the portfolio also may be placed in money market mutual funds or the State of New Mexico Local Government Investment Pool which offer same-day liquidity for short-term funds.

**Return on Investments** - The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- Liquidity needs of the portfolio require that the security be sold.

**Economic Development and Local Considerations** - The County seeks to promote economic development in the County through various programs that provide incentives for community reinvestment and financial assistance.

## **B. DELEGATION AND AUTHORITY**

The responsibility for conducting investment transactions resides with the ~~Finance Department~~County Treasurer, with the advice and consent of the County Board of Finance<sup>[DP11]</sup>. The County's ~~Finance Director~~Treasurer is designated as investment officer and is responsible for investment decisions and activities, ~~under the direction of the County Administrator~~with the advice and consent of the County Board of Finance. The Finance Director shall develop and maintain written administrative procedures for the operation of the investment program, consistent with all investment policies. No person may engage in an investment transaction except as provided under the terms of the investment policies and the procedures ~~established by the Finance Director~~.

## **C. PRUDENCE**

The standard of prudence used by investment officials is the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

#### **~~D.~~ SAFEKEEPING AND CUSTODY** <sup>[DP12]</sup>

~~If the County decides to invest in the public investment market, a list will be maintained of financial institutions authorized to provide investment services to the County. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (i.e., uniform net capital rule).~~

~~All investment securities purchased by the County shall be held in third party safekeeping by an institution designated as primary agent. The primary agent shall issue a safekeeping receipt to the County listing the specific instrument, rate, maturity and other pertinent information. County shall require pledges of collateral from the depository institution covering at least 110% of the investment. Deposit-type securities (i.e., certificates of deposit) also shall be collateralized at 110% of the face value.~~

#### **~~E.~~D. INTERNAL CONTROLS**

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the County are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that:

- The cost of a control should not exceed the benefits likely to be derived and
- The valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Finance Director shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. This process should be part of the external audit. The internal controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Development of a wire transfer agreement with the lead bank and third-party custodian

#### **~~F.~~E. PURCHASING INVESTMENTS**

A market trend analysis will be conducted to determine which maturities would be most advantageous prior to the purchase of any investment, based upon the projected cash flow requirements of the County. The County shall seek competitive investment/interest rates within its safety criteria.

#### **~~G.~~F. LEGAL INVESTMENT INSTRUMENTS**

Investments (other than bond proceeds) shall be made in instruments permitted by the State of New Mexico for local governments. Such instruments include:

- (1) bonds or negotiable securities of the United States, the state or a county, municipality or school district that has a taxable valuation of real property for the last preceding year of at least one million dollars (\$1,000,000) and that has not defaulted in the payment of any interest or sinking fund obligation or failed to meet any bonds at maturity at any time within five years last preceding;
- (2) securities that are issued and backed by the full faith and credit of the United States government or issued by its agencies or instrumentalities; or
- (3) federally insured obligations, including brokered certificates of deposit, certificate of deposit account registry service and federally insured cash accounts<sup>[DP13]</sup>.
- ~~Obligations issued by the U.S. government;~~
- ~~Obligations fully insured or guaranteed by the U.S. government or by a government agency of the United States;~~
- ~~Obligations of any corporation of the U.S. government;~~
- ~~Prime bankers' acceptances;~~
- ~~Repurchase agreements;~~
- ~~Obligations of other political subdivisions of the state and~~
- The New Mexico local government investment pool (i.e., New Mexico Fund I)

Investments made with unexpended bond proceeds shall be limited to:

- ~~Banks, savings and loan associations or credit unions in contracts with banks, savings and loan associations or credit unions for the present purchase and resale at a specified time in the future of specific securities at specified prices at a price differential representing the interest income to be earned by the investor. The contract shall be fully secured by obligations of the United States or other securities backed by the United States having a market value of at least one hundred two percent of the contract. The collateral required for investment in the contracts provided for in this subsection shall be shown on the books of the financial institution as being the property of the investor and the designation shall be contemporaneous with the investment.~~ <sup>[DP14]</sup> ~~Bonds or obligations of the governmental entities and/or political subdivisions of the state;~~
- ~~Bonds or obligations of the U.S. government which are fully guaranteed;~~
- ~~Obligations of agencies of the U.S. government, bonds or other obligations of public housing agencies or municipal corporations in the United States;~~
- ~~Certificates of deposit of national or state banks insured by the Federal Deposit Insurance Corporation;~~
- ~~Certificates of deposit of Federal Saving and Loan Associations; and~~
- ~~The New Mexico local government investment pool (New Mexico Fund I)~~

#### **H.G. USING THE STATE OF ~~New Mexico~~ NEW MEXICO LOCAL GOVERNMENT INVESTMENT POOL**

The County will utilize the State of New Mexico local government investment pool (e.g., New Mexico Fund I) where it is unable to receive payment on public money at the rate of interest

as set forth in Section 6-10-36 NMSA 1978 from financial institutions within the County, or if the eligible governing body is not bound by the terms of Section 6-10-36 NMSA 1978, the County Treasurer having control of the money not required for current expenditure may, with the consent of the County Board of Finance, remit some or all of the money to the state treasurer for deposit for the purpose of investment in accordance with NMSA 1978, § 6-10-10.1.

~~anytime this investment tool is deemed to be in the best interest of the County. Criteria used to determine the use of this investment pool will be the same as any other investment purchase.~~

#### **I.H. INVESTMENT DIVERSIFICATION**

It is the policy of the County to diversify its investment portfolios. Assets held in the pooled funds and other investment funds shall be diversified to eliminate the risk of loss resulting from the over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. In establishing diversification strategies, the following general policies and constraints shall apply:

- Based upon the annual cash flow analysis, provisions shall be made for adequate liquidity of investments so that the County can efficiently and effectively meet, without financial penalty, disbursements and obligations. An appropriate placement of short-term (one year or less) and long-term (over one year) investments shall be made in accordance with operational needs.

The ~~Finance Director Treasurer~~, with the advice and consent of the County Board of Finance, shall establish strategies and guidelines for the percentage of total portfolios that may be invested in securities other than U.S. Treasury issues.

#### **J.I. INVESTMENT MATURITIES**

Investments for all operating funds shall be made in maturities consistent with the estimated cash flow of the County. Both short-term (one year or less) and long-term (over one year) may be utilized in order to maximize investment return.

## **K.J. REPORTING**

**Methods** - The Finance Director shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the County to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the ~~F~~County Treasurer, Finance Director, the Board of County Commissioners, and any pool participants. The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).
- Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
- Listing of investment by maturity date.
- Percentage of the total portfolio which each type of investment represents.

**Performance Standards** - The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis.

**Marking to Market** - The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed consistent with the GFOA Recommended Practice on "Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools."

***SECTION VIII***  
***TRAVEL POLICIES***

## **SECTION VIII – TRAVEL POLICIES**

This policy provides guidance for allowable County travel expenses. The County shall pay or reimburse employees who incur travel expenses while performing official duties for the County. All departments of the County including the constitutional officers are subject to these travel policies.

Employees may be reimbursed for reasonable travel related expenses incurred while on official business for the County. Subject to the provisions outlined in these travel policies, the Board of County Commissioners has authorized payment or reimbursement for the following expenses associated with employee travel:

- Meals associated with overnight stays and in certain circumstances where there is no overnight stay;
- Lodging expenses;
- Mileage for use of a personal vehicle;
- Transportation expenses, including parking and toll fees; and
- Certain miscellaneous expenses associated with travel.

Situations may arise in the course of performing official job duties that may require employees to incur travel expenses that are generally not reimbursable. The County Administrator is authorized to grant exceptions for unusual circumstances on a case-by-case basis.

### **A. DEFINITIONS**

COMMERCIAL TRANSPORTATION - any entity that offers transportation of people or goods to the public for pay.

LODGING - a hotel, motel, inn, apartment, or similar entity that furnishes lodging to the public for pay.

EMPLOYEE TRAVEL EXPENSE STATEMENT - the accounting document used as the basis to reimburse an employee for travel expenses incurred while on official county business. Forms can be obtained from the County's Finance Department.

PERSONAL MOTOR VEHICLE - a motor vehicle that is owned or leased for personal use by an employee.

TRAVEL ADVANCE - any payment to an employee for travel expenses that will be incurred for a scheduled, future trip.

TRAVEL REQUEST FORM – the form an employee uses to submit their travel expenses to be reimbursed. Forms can be obtained from the County's Finance Department.

### **B. TRAVEL AUTHORIZATION**

Employees who are required to travel for their official job duties and are eligible for travel reimbursement should receive authorization from their department head or other designated official prior to performing the travel and approved by the County Administrator and Finance Director.

Travel costs will not be paid or reimbursed unless a travel request form has been submitted and the travel has been approved in advance. Travel request forms must be completed in their entirety before approval can be granted, and will be returned without consideration, until the form has been properly completed. The County does not authorize travel advances.

## **C. MEAL ALLOWANCE**

- **Overnight Stays**

Employees who are required to travel overnight will be reimbursed a per diem amount based upon the ~~U.S General Service Administration per diem rates~~[Per Diem and Mileage Act, NMSA 1978, Section 10-8-1 et seq.](#) The per diem is designed to cover the cost of meals including taxes and tips based on the number of meals per day for which the employee is eligible. Meal per diem will be reimbursed upon return from a trip and no receipts will be required. Employees traveling overnight are generally eligible for per diem amounts designed to cover the cost of three meals per day for all days on travel status including the day of departure and the day of return.

The full per diem amount of \$85.00 is reimbursed when the employee leaves the county by 8:00 a.m. and returns after 5:00 p.m. with an overnight stay. The per diem amount will be prorated if the employee leaves after 8:00 a.m. or returns before 5:00 p.m. using the following individual meal rates:

- |                                  |         |
|----------------------------------|---------|
| • Less than 2 hours              | \$ 0.00 |
| • 2 hours but less than 6 hours  | \$12.00 |
| • 6 hours but less than 12 hours | \$20.00 |
| • 12 hours or more               | \$30.00 |

No payment or reimbursements for alcoholic beverages will be allowed.

If any meal is included as part of the cost of conference registration, such meal(s) should not be considered eligible in the calculation of per diem. For example, if conference registration includes breakfast and lunch, the employee will not receive per diem for the meal. Because most conferences accommodate a variety of dietary needs/restrictions, employees are expected to participate in such meals. In rare circumstances, an employee may be unable to participate in a conference meal and therefore, the employee may request the per diem amount associated with the meal purchased in lieu of that provided. If requesting such reimbursement, justification for the meal purchase must be indicated on the travel expense statement.

- **No Overnight Stay**

Employees who are required to travel for their job duties and do not stay overnight will not receive per diem for meals. An exception is made for sworn officers in the performance of their official duties such as transporting inmates throughout the state. In this exception, receipts will be required.

- **Conducting County Business**

Meals and other related expenses incurred for the purpose of conducting county business within the county will be paid or reimbursed on a case-by-case basis with prior approval from the County Administrator or Finance Director. Receipts



will be required.

## D. LODGING

Employees who travel within the State may be reimbursed for lodging expenses associated with approved overnight travel. Employees will be reimbursed for the actual lodging expenses, provided the expenses are less than \$85.00.

Lodging may be reserved using a County credit card but must be paid by a County check so the County can be exempt from state sales tax and local hotel/motel tax.

Lodging shall be paid or reimbursed at the single-room rate, and in cases where the event is being held at a particular hotel or similar facility, the lodging paid or reimbursed shall not exceed the single-room rate at that facility. If an employee chooses accommodations elsewhere, the lodging shall be paid or reimbursed at a rate not to exceed the single-room rate at the hotel where the event is being held.

In cases where numerous hotels are approved by the organization holding the event, then lodging shall be paid or reimbursed at a rate not to exceed the highest single-room rate of \$85.00.

Family members are not prohibited from lodging with employees but in no case will expenses directly attributable to family members be paid or reimbursed.

Prior to travel within New Mexico, the employee will be responsible for obtaining a County check with the proper lodging amount excluding **the** state sales tax and the local hotel/motel tax. In addition to the County check, the employee will also be responsible for obtaining a sales tax exemption form and a hotel/motel tax exemption form from the Finance Department so the County can be exempt from paying the state sales tax and the local hotel/motel tax as a lodging expense. Upon check-in, the employee will submit these forms to the hotel/ motel clerk. Upon check-out, the employee will confirm that the final lodging bill does not include the state sales tax and the local hotel/motel tax. All applicable taxes for lodging outside New Mexico will be paid or reimbursed. The County will not reimburse for in-room movies.

If an employee uses a personal credit card, check, or cash to pay for lodging expenses within New Mexico, the employee will be responsible for the state sales tax and the local hotel/motel tax and will not be reimbursed for those taxes.

If lodging is reserved for an employee, and that employee is for some reason unable to use the lodging, a reasonable effort must be made by the employee to cancel the reservation so that County is not billed or penalized as a result. All expenses related to cancellation of lodging shall be borne by the employee unless otherwise approved by the Finance Director and the County Administrator, and in no case may the room be paid or reimbursed by the County for the exclusive use of someone other than the approved employee.

## **E. TRAVEL BY COMMERCIAL OR PUBLIC TRANSPORTATION**

When commercial transportation is necessary, employees may use the County's credit card or be reimbursed for the expenses incurred. Employees will be reimbursed for actual expenses incurred, provided the appropriate steps were taken to obtain the lowest possible fare or cost. Travel by commercial or public transportation must be approved by authorized department personnel prior to the date of travel. When considering such a request, department personnel should consider the distance to be traveled, the travel time, and the cost.

- **Commercial Air Transportation**

Employees should utilize commercial air transportation when it is more cost effective and efficient to travel by air rather than by vehicle. Employees who require air travel should obtain the lowest available airfare to the specified destination, which may include the use of the Internet or a travel agency.

Employees should use electronic ticketing to avoid any surcharge associated with hardcopy tickets.

Many travel agencies now charge small fees for issuing tickets. These fees, if reasonable, are part of the cost of travel. Employees may, therefore, be reimbursed for such costs.

In general, it is the County's policy that employees traveling by commercial air carrier travel in the most cost-effective manner with the advance purchase of tickets, if possible, to obtain the lowest available coach fares. Employees traveling by commercial air carrier will not be reimbursed for the portion of non-coach (i.e. first class, business class, etc.) airfare that exceeds the cost of the lowest, available fare.

Occasions may arise when airlines overbook, change, delay or cancel flights, thereby imposing travel inconveniences on their passengers. In these instances, airlines often offer the impacted passengers indemnification for these inconveniences. Examples of indemnification that may be offered by an airline include vouchers for meals or lodging, upgrades to non-coach travel, and credits toward future flight costs. Employees are authorized to accept such indemnification if the travel inconvenience was imposed by the airline and there is no additional cost to the County.

Under certain circumstances, state and federal agencies may reimburse the County for expenses incurred for air travel, provided these expenses were approved prior to the date of travel.

Employees who choose to travel by personal vehicle when air travel is more cost effective will only be reimbursed for the cost of the lowest available airfare to the specified destination.

- **Travel by County Owned Vehicle, Personal Vehicle, or Rental Vehicle**

Employees traveling outside the County may use a County owned vehicle, if available, or their personal vehicle, or a rental vehicle. In cases in which multiple employees travel to the same event, every effort should be made to share transportation when reasonably possible.

**County Owned Vehicle** – An employee may use a County owned vehicle and a County credit card for fuel purchases or they may be reimbursed by submitting appropriate receipts for fuel purchases. The County vehicle should be fueled at the County's home station before commencing the trip. Family members are prohibited from traveling in a County owned vehicle.

**Personal Vehicle** – An employee may use a personal vehicle and be reimbursed 80% of the current IRS standard mileage rate in effect at the time of travel. Mileage must be documented using odometer readings from the personal vehicle or from a website used for directions and maps, and must be reasonable given the context of the trip.

**Rental Vehicle** – An employee's use of a commercially rented vehicle will be left to the discretion of the County Administrator and the Finance Director and will be evaluated on a case-by-case basis. The County's credit card can be used to reserve and pay for a rental vehicle or the employee can be reimbursed for the actual rental expenses. Employees traveling on County business in a rented vehicle are covered by the County's liability policy; therefore, liability coverage should be declined when renting a vehicle. Employees requiring the use of a commercially rented vehicle will be reimbursed for gasoline purchases associated with the business use of such vehicle, provided appropriate receipts are submitted. The County will only reimburse economy class rental rates.

- **Travel by Mass Transportation, Taxi, or Airport Vans**

Employees officially on travel status may be reimbursed for necessary costs of transportation by bus, taxi, or airport vans for the following situations:

- Between the employee's departure point and the common carrier's departure point;
- Between the common carrier's arrival point and the employee's lodging or meeting place; and
- Between the lodging and meeting places if at different locations.

It is expected that airport vans will be utilized when available and practical, and when they are the lowest cost alternative.

- **Required Documentation of Expenses**

All travel by rented or public transportation must be recorded on the employee travel expense statement. Employees requesting reimbursement must submit receipts for travel by commercial air carrier and for the cost of rented vehicles, including the cost of gasoline purchased. When requesting reimbursement for airfare, the employee must attach a receipt from the airline which includes the itinerary and the amount paid.

Although receipts are recommended, employees are not required to submit receipts for travel by mass transportation, taxi, or airport vans. However, a point-to-point explanation is required for each item reimbursed. All transportation expenses should be itemized on the employee travel expense statement.

## **F. MISCELLANEOUS**

Employees may be reimbursed for expenses incurred for work related telephone, fax messages, and other business services when traveling. Employees must document these expenses on the travel expense statement, and indicate the location from which each call was made, the person contacted, and the reason for the communication.

Employees may be reimbursed for reasonable travel related expenses including parking fees at airport and hotels, tips, toll fees, and fees associated with baggage handling services (portage) when an expense is actually incurred in moving luggage into or out of lodging places, common carriers, and/or airports.

The Board of County Commissioners is allowed a separate expense account for meals, lodging, and transportation for the purpose of conducting County business.

***SECTION IX***  
***GRANT POLICIES***

## **SECTION IX – GRANT POLICIES**

This policy provides procedures for the financial administration of grants. These grant funds are from State and Federal sources and may be used for County operated programs or may be pass-through funds for local agencies or organizations.

The granting agencies, state and federal law, and generally accepted accounting principles impose specific requirements for the proper accounting and reporting of grant revenues and expenditures. Therefore, the Finance Department must be informed of grants applied for and awarded to the County to assure that accounting procedures are in place to allow expenditure and receipt of grant funds.

### **A. PROCEDURES**

The following procedures are designed to outline the actions to be taken by County staff throughout the life of a grant. The phases of a grant include: application, acceptance, program activity and request for reimbursement, receipt of funds, and close out.

### **B. APPLICATION PHASE**

When County staff decides to seek grant funding, they should consult with the Finance Director to determine whether cash/in-kind match is required, and, if so, provide detail to establish funding. The County department that is requesting the grant must prepare to present before the Board of County Commissioners a report stating the purpose for applying for the grant, match/non-match of funds, and request that the Board authorize the Chairman to sign all documents pertaining to the grant. After Board approval, the department may submit the grant application to the granting agency. Copies of the grant application must also be submitted to the County Clerk and Finance Department to be placed on file.

### **C. ACCEPTANCE PHASE**

Once the grant is awarded, the Board of County Commissioners must vote to accept the grant, any budget amendment that coincides with the grant, and for the Chairman to sign the necessary documents pertaining to accepting the grant. Copies of the award documents must be submitted to the County Clerk and Finance Department to be placed on file. The Finance Department will then establish appropriate general ledger accounts to assure financial accountability.

### **D. PROGRAM ACTIVITY AND REQUEST FOR REIMBURSEMENT PHASE**

County departments are required to follow County procurement policies and procedures for grant purchases, unless the grant conditions state otherwise. Purchase requests must contain the grant name and number to ensure that the purchase is being charged to the grant account in the accounting system.

Copies of the following documents should be provided to the Finance Department:

- Reimbursement requests when initiated;
- Any amendments to the grant;
- Documentation of reporting requirements and frequency;

- Any applicable contracts and renewal letters for contractors.

The grantee department is responsible for enforcing the terms and conditions outlined in the grant. These should be routinely reviewed by the department for compliance. The grantee department is responsible for submitting reimbursement requests in a timely manner. Requests should be filed in accordance with grant requirements, terms, and conditions.

Throughout the County's fiscal year, the grantee department should work with the Finance Department to review revenue received and expenditures incurred for each grant. Any discrepancies or inconsistencies should be reported to the Finance Department for resolution.

Grants may be reviewed by the external auditors during the course of the annual audit. The areas examined could include documentation, compliance with the terms of the grant, and timeliness of reports and reimbursement requests.

## **E. RECEIPT OF FUNDS**

Reimbursement checks should be brought by the grantee department to the Finance Director with an explanation describing the grant, the reimbursement request, and the period covered by the reimbursement. The County Controller will then code the checks, submit the checks for deposit, and enter the revenue into the accounting system.

## **F. CLOSE OUT OF GRANT**

The grantee department should close out the grant with accordance to the grant requirements. Copies of the final grant report should be submitted to the County Clerk and the Finance Department to be placed on file.



## Agreement

Specialty Communications, Inc., and the Cibola Regional Communications Center named in this Agreement ("CRCC"), hereby agree as follows:



### Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Specialty Communications agrees to provide to Customer either

- (1) maintenance, support and lease under this agreement.

### Section 2 DEFINITIONS AND INTERPRETATION

"Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise. "Equipment" means the communication equipment that is specified in the attachments or is subsequently added to this Agreement. "Services" means those installation, maintenance, support, training, and other services.

### Section 3 SCOPE OF SERVICES

Specialty will provide the Services described in this Agreement or in a more detailed Statement of Work or other attachment. At Customer's request, Specialty may also provide additional services at then - applicable rates for such services.

If providing ~~services for~~ Equipment, parts or parts of equal quality will be used; the Equipment will be Serviced at levels set forth in the manufacturer's product manuals; and routine service procedures.

### Section 4 CUSTOMER CONTACT

Customer will provide designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week and an escalation procedure to enable Customer's personnel to maintain contact, as needed.

### Section 5 PAYMENT

Unless alternative payment terms are specifically stated *in* this Agreement, Specialty Communications will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice *in* U.S. dollars within fifteen (15) days of the invoice date. The agreed amount is \$500.00 (Five Hundred Dollars and no cents) per month.



Section 6 DEFAULT/TERMINATION

If either party defaults in the performance of this Agreement, the other party will give to the nonperforming party a ~~written and detailed notice~~ of the default. The nonperforming party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the nonperforming party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Specialty Communications will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Specialty Communications will have no further obligation to provide Services.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Cibola County Manager below.**

By: Paul L Choc Date: 8-9-16  
Contractor

Printed Name: Specialty Communications Paul L Choc  
Address: P.O. Box 23277, Albuquerque, NM 87192

By: Tony M Boyd Date: 8-10-16  
Cibola County Manager

Printed Name: Tony Boyd

Address: 515 West High Street  
Grants, NM 87020

By: Frances Medina Date: 8-9-16  
Cibola County Purchasing Agent

Printed Name: Frances Medina

Address: 515 West High Street  
Grants, NM 87020

Contract No: 082016CRCC



## **AGREEMENT TO FACILITATE VIDEO ARRAIGNMENT**

This Agreement is entered into effective July 1, 2016 (the Effective Date) by and between the Administrative Office of the Courts (the AOC) and Cibola County, New Mexico (the County).

### **1. Definitions**

"Detention Facility" means the following facility:

Cibola County Detention Center, 114 McBride Road, Highway 66, Grants, New Mexico

"Video Equipment" means the following equipment owned by the AOC:

- (1) Polycom VSX6000, serial number 820517052955B6

"Associated Equipment" means the following equipment owned by the AOC:

- (1) Cisco Router
- (1) JVC 32" TV
- (1) Secure Cabinet
- (1) Sharp FO 2950m Fax Machine
- (1) Transition Media Converter

### **2. Purpose**

The AOC and the County desire to facilitate video arraignments between the Detention Facility and the Magistrate Court in Grants New Mexico (the Court), to promote public safety and the wise use of public funds while preserving justice and due process for persons accused of a criminal offense.

### **3. Designation of the County's Liaison**

The County designates Tony Boyd, County Manager, 515 W. High Street, Grants, NM 87020; phone (505) 287-9431; facsimile (505) 285-5434; as its Liaison. The Liaison is the County's designated point of contact with the AOC. By way of example and not by way of limitation, the Liaison is responsible for working with the AOC's Contact Officers, identified below, to coordinate

scheduling, troubleshooting of technical problems, and use of facilities such as courtrooms or space in the Detention Center. Any notice required by this Agreement to be given to the County is sufficient if given to the Liaison. The County will notify the AOC in writing of any change in the identity of its Liaison by written notice to the AOC's Contact Officer as identified below. Such change is effective only upon receipt of notice by the AOC.

**4. Designation of the AOC's Contact Officer(s)**

The AOC designates Shawna Hochanadel, Video Network Operations Center Program Manager, Judicial Information Division, 2905 Rodeo Park Drive East, Bldg. 5, Santa Fe, New Mexico 87505, cell (505) 231-4594, fax (505) 476-6952, [shawna@nmcourts.gov](mailto:shawna@nmcourts.gov) as its Contact Officer. The County will direct its communications with the AOC to the Contact Officer. Any notice required by this Agreement to be given to the AOC is sufficient if given to the Contact Officer. The AOC will notify the County of any change in the identity of its Contact Officer by written notice to the Liaison. Such change is effective only upon receipt of notice by the County.

**5. The County's Use of AOC Staff Time**

The County may require assistance from AOC staff regarding training in the use of the Video Equipment or in the management of the County's equipment or network. AOC agrees to respond as quickly as reasonably possible in the event the County asks for assistance. AOC may determine that the County needs assistance, even if the County believes it does not. In that event AOC's decision in its sole and absolute discretion that the County does need assistance shall be final. The County agrees to cooperate with AOC staff if AOC determines the County requires assistance.

**6. Use of Video Equipment**

The County will not use the Video Equipment except for video arraignment between the Detention Facility and the Court, unless permission for additional use is given in writing by the AOC. The AOC may in its sole discretion enter into an agreement to allow another court or agency to use the Video Equipment. The AOC will notify the County in writing if it has so agreed, naming the court or agency which will be allowed to use the Video Equipment. The County agrees that it will cooperate with any other court or agency designated by the AOC as having permission to use the Video Equipment.

**7. Keys to the Video Equipment Cabinet**

The Video Equipment will be kept locked and secured in a cabinet to be furnished by the AOC, listed above as a part of Associated Equipment. Keys to the cabinet will be kept by the AOC Contact Officer, and the Chief Clerk at the Magistrate Court. All parties will take care that no unauthorized person has access to the key to the cabinet. If in the opinion of the AOC unqualified or unauthorized persons have had access to the cabinet, the AOC may demand that the key be returned. Alternatively, the AOC may in its sole discretion change the lock or locks on the cabinet and may deny a copy of the new key.

**8. Scheduling**

The Liaison shall cooperate with the Magistrate Court and the District Court to schedule use of the Video Equipment.

**9. Moving the Video Equipment**

The County will not move the Video Equipment or the cabinet in which the Video Equipment is kept without written permission from the AOC. The cost of moving either the Video Equipment or the Associated Equipment, after permission from the AOC, shall be borne by the County.

**10. Maintenance and Responsibility for Damage**

The County is responsible for returning the Video Equipment and the Associated Equipment in like, kind, and quality condition after use. If the damage incurred to either the Video Equipment or the Associated Equipment is not covered by the State Property Policy or by the AOC's maintenance agreement, the County shall repair or replace the damaged equipment, as the AOC may determine in its sole discretion to be necessary. The AOC will keep maintenance agreements in force on the Video Equipment and the Associated Equipment if such agreements are available for reasonable cost. If the damage is covered by the State Property Policy and the damage is the fault of the County, the County will pay the deductible, except in cases where the total cost of replacing the damaged equipment is less than the deductible, in which case the County will simply replace the damaged equipment. If the Contact Officer so directs, the County agrees to return damaged or broken equipment immediately with all associated cables and all associated accessories (such as a remote control) to the appropriate company. Additional toner/ink cartridge purchases must be provided by the detention center fiscal service.

**11. Cost for Telecommunication Network**

The County agrees to pay the installation cost and the monthly recurring cost of the telecommunication network. It is the County's responsibility to contract for this service, coordinating with the Contact Officer to ensure that the service for which it is contracting is the appropriate type of

service. If the County cancels its contract with the provider of the telecommunication network before it expires, the County is solely responsible for paying any associated penalty. If the County fails to timely renew its annual contract with the provider, resulting in higher month-to-month costs, such higher costs are the sole responsibility of the County.

**12. Telecommunications Network Troubleshooting**

If the telecommunications company is called to the Detention Center or to the Court for troubleshooting and the problem is due to negligence or misuse by the Detention Center staff or inmates at the Detention Center, the County is responsible for paying any fees charged by the telecommunications company for such troubleshooting.

**13. Usage Audits**

The AOC will conduct periodic usage audits to determine how often the Video Equipment is being used. If in the opinion of the AOC the Video Equipment is underused the AOC will notify the County in writing. If after three additional months the Video Equipment is still underused in the opinion of the AOC the AOC shall have the right to remove the Video Equipment and the Associated Equipment from the Detention Facility. If the AOC removes the Video Equipment and the Associated Equipment, the County remains liable to the telecommunications network provider for any cancellation fees or remaining costs under its contract with the provider.

**14. Liaison's Responsibility to Certify Initial Receipt and Annual Inventory of Equipment**

The Liaison or the Administrator of the Detention Center shall certify on a form furnished by the AOC for this purpose that the Detention Center received the Video Equipment and the Associated Equipment. The Liaison or the Administrator of the Detention Center shall certify annually the inventory of the Video Equipment and the Associated Equipment in the Detention Center on a form

furnished by the AOC for this purpose. If any of the Video Equipment or the Associated Equipment is missing it shall be the responsibility of the County to promptly replace the missing item(s). If there is a change of companies managing the Detention Center, the AOC will be notified and all Video Equipment and all Associated Equipment will be accounted for prior to and after the transition.

**15. Site Audits**

The AOC may conduct site audits of the Video Equipment and the Associated Equipment at times determined by the AOC in its sole discretion.

**16. Compliance with Judicial Requests**

The County agrees that Detention Center staff will cooperate with requests made by any judge who is using the Video Equipment or the Associated Equipment concerning the usage of said equipment. If County personnel are concerned that the judge's instructions concerning the equipment are improper, County personnel shall notify the Contact Officer. If there is a change of companies managing the Detention Center, the AOC will be notified and all Video Equipment and all Associated Equipment will be accounted for by the county to AOC prior to the transition. After the transition, the new manager shall certify receipt of all Video Equipment and all Associated Equipment. The County shall ensure that the new manager makes this certification.

**17. Time of the Essence**

The parties agree that time is of the essence in complying with provisions of this agreement relating to maintenance and responsibility for damage of the Video Equipment because the Video Equipment is sensitive and expensive, and because it is greatly needed in the Courts to protect the safety and security of the public and the Courts.



**18. Compliance with Court and Jail Standards**

The Detention Center shall comply with applicable provisions of the Court and Jail Standards, a copy of which is attached to and incorporated into this Agreement.

**19. Default**

Any party failing to comply with any of its obligations under this agreement shall be in default. A party failing to comply with its obligations relating to proper use, maintenance and repair of the Video Equipment shall be in default after seven days. A party failing to comply with any of its other obligations shall be in default after thirty days. The opposing party may serve written notice on the defaulting party terminating this Agreement if the defaulting party does not cure its default in seven days or receipt of the notice if the default relates to maintenance and repair of the Video Equipment, or within thirty days for any other default. Notice is to be directed to the Liaison or to the Contact Officer, as may be appropriate,

**20. AOC not Liable if No Funds Appropriated**

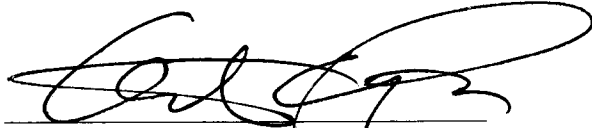
The AOC's duties under this Agreement shall cease if the New Mexico Legislature does not appropriate sufficient funds to enable the AOC to meet those duties. AOC's decision as to whether sufficient appropriations are available shall be accepted by the County and shall be final.

**21. Term and Termination**

This Agreement will become effective on the Effective Date when signed by all parties. It will terminate on June 30, 2020, unless terminated early by either party. Either party may terminate this Agreement for any reason by providing thirty days written notice to the other party. If this Agreement is terminated, each party shall be solely responsible for payment of any expenses it has incurred or any damage to the Video Equipment or Associated Equipment attributable to that party.

**Signature Page**

**ADMINISTRATIVE OFFICE OF THE COURTS:**



Arthur W. Pepin, Director

Date: 7/27/16

**CIBOLA COUNTY:**



Tony Boyd, County Manager

Date: 6-1-16