



BOARD OF COMMISSIONERS

T. Walter Jaramillo
Chairman

Robert Armijo
1st Vice Chairman

Jack Moleres
2nd Vice Chairman

Patrick Simpson
Commissioner

Lloyd F. Felipe
Commissioner

Regular Meeting
November 30, 2016
5:00 p.m.

Cibola County Administrative Office
700 East Roosevelt Suite 50

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

- a. October 26, 2016 Regular Meeting
- b. November 1, 2016 Special Meeting

7. **Presentations**

- a. Employee of the Month

8. **Reports**

- a. Monthly Sheriff's Department Activity Report
- b. Monthly Detention Report
 - a) PREA
- c. Monthly Road Department Report
- d. County Complex Remodel Expense Report

9. **Public Comment**

The Public has the opportunity to provide comment at this time regarding any agenda item only. Your Comments will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit is given in an effort to allow public input but also to move the agenda forward in a prompt yet efficient manner.

10. **Unfinished Business – Action May Be Taken**

- a. Consideration of Resolution 16-48, Relating to the Use of Public Buildings or Properties, such as Community Centers, Meeting Rooms or Parks, by Individuals, Groups and Other Non-County Entities

11. Action Items – Action May Be Taken

- a. Consideration to amend the Joint Power Agreement with Northwest New Mexico Regional Solid Waste Authority
- b. Consideration of Resolution 16-55, Newly Elected Officials Salary
- c. Consideration of Resolution 16-56, 2017 Holiday Schedule
- d. Consideration of amended Cibola Regional Communication Center Joint Power Agreement
- e. To discuss and select a project for upcoming CDBG application cycle, Judy Horacek, Special Projects Coordinator
- f. Consideration of DWI Department Policies
- g. Consideration of Michael Dodds to attend training in Dallas, Texas on December 8th and 9th
- h. Shop with the Cops
- i. La Jara Sub-Division County Road 62 and County Road 32
- j. Land Use Ordinance Cibola County Sheriff's Office Code Enforcement Officer and additional Lieutenant position

12. Manager's Report

13. Comments

- a. Staff
- b. Commissioners

14. Executive Closed Session

Pursuant to Section 10-15-1 (H) (2) (5) (7) & (8) the following matter may be discussed in closed session:

- a) Personnel – DWI/Compliance Reduction in Force. DWI Coordinator, Compliance Officer, Preventionist, Compliance Officer, Compliance Officer
 - b) Litigation - Acoma v. Assessor and Treasurer
- Motion and roll call vote to go into Executive Session for the state reasons
 - Board meets in closed session
 - Motion and vote to go back into regular session
 - Summary of items discussed in closed session
 - Motion and roll call vote that matters discussed in closed session were limited to those specified in Motion. For closure and that no final action was taken, pursuant to the authority in § 10-15-1 NMSA 1978

15. Action Item

- a. Consideration of Personnel – DWI/Compliance Reduction in Force. DWI Coordinator, Compliance Officer, Preventionist, Compliance Officer, Compliance Officer

16. Announcements

The next Regular Commission Meeting will be held on Wednesday, December 21, 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention Room.

17. Adjournment

Cibola County Commission
Regular Meeting
Wednesday, October 26th, 2016

The Cibola County Commission held a Regular Meeting on Wednesday October 26th, 2016 at 5:30 pm in the Cibola County Commission Center

Elected Officials Present Staff

T. Walter Jaramillo, Chairman
Robert Armijo, 1st Vice Chairman
Patrick Simpson, Commissioner
Lloyd Felipe, Commissioner

Tony Boyd, County Manager
Joseph Sanders, Financial Analyst
Julie Quintana, Admin Assistance
Elisa Bro, Cibola County Clerk
Natalie Grine, Rec/Fil Clerk

1. Call to Order

Chairman T. Walter Jaramillo, called the meeting to Order at 5:28 p.m.

2. Roll Call

Chairman T. Walter Jaramillo, does roll call-4-5 Commissioners in attendance.
2nd Vice Chairman Molerres was absent.

3. Pledge of Allegiance

Recited by all.

4. Prayer

Commissioner Simpson led us in Prayer.

5. Approval of Agenda

Manager Tony Boyd requested to have item 14 F Contract – IGSA with ICE moved to the top of the Action Items.

Motion to approve the agenda made by 1st Vice Chairman Armijo with item 14 f Contract – IGSA with ICE being moved to the first item on action items, second by Commissioner Simpson, 5-0 affirmative.

6. Approval of Minutes

- a. September 28th 2016 Regular Meeting.

Motion to Approve Minutes made by 1st Vice Chairman Armijo, second by Commissioner Simpson, 4-5 affirmative.

7. Presentations

Employee of the Month

Mark Montoya from the Assessor's office was selected as employee of the month, Mark has been employed by the County since 2008, Mark has just receive his Chief Appraiser Certificate, and is dedicated to his job.

8. Reports

a. Monthly Sheriff's Department Activity Report

Sheriff Tony gave a brief summary of this month's statistics, Sheriff Mace also mentioned that two traffic stops led to the recovery of two stolen vehicles, and two felony arrests. Commissioner Jaramillo asked what happens to the vehicles after there recovered, Sheriff Mace stated usually they are returned to the owner, or if it's been to long the Insurance Company has already paid the owners. Sheriff, Mace also stated he is fully staffed with the two newly hired deputies. Commissioner Jaramillo also stated that he had received a phone call from a concerned parent about her child being bulled, and asked if Sheriff Mace had known about the incident, Sheriff Mace replied he had, and it will be taken care of.

b. Monthly Detention Report

Adrianne Jaramillo stated to the Commissioners that the monthly PREA report had 0 claims for the month of October 2016. Adrianne also gave a brief summary of Booking report for October. No questions at this time from the Commissioners.

c. Monthly Road Department Report

Gary Porter was absent, Manager Boyd gave a brief summary of projects that the Road Department has finished, Manager Boyd also stated that Gary has completed all the Co-op projects. Commissioner Simpson asked how the equipment is running, Manager Boyd stated that all equipment is up and running fine.

d. County Complex Remodel Expense Report

County Complex Remodel Expense report is on file.

9. Public Comments

Rony Pynes asked Manager Boyd if the 911 call Center was included in the Construction cost, Manager Boyd replied no it does not. Mr. Pynes also mentioned he wanted the exact amount the County paid for the repaving of the parking lot.

Alfred Uroiste asked the Commissioners why was County Rd 62 taken off the inventory list, and could it be considered to be put back on. The road is in very bad shape and needs to be repaired. Manager Boyd mentioned that he and Gary Porter drove out to County Rd 62 to inspect what needs to be done. Manager Boyd stated that the road contains really thick rock, and special equipment is needed to even start doing any repairs. Manager Boyd will look into this matter and see what documentation the County has on County Rd 62.

Joan Gilmore Principal from Los Alamitos Middle School wanted to thank the County for their continued support with the Girl Circle program. Mrs. Gilmore mentioned that this program has been a huge success, with teaching young ladies how to be strong leaders, there are 8 different sections in this course. Mrs. Gilmore thanked Barbara Gallegos and Josephine Vaisa for their hard work.

10. Unfinished Business – Action May Be Taken

- a. Consideration of Resolution 16-48, Relating to the Use of Public Buildings or Properties, such as Community Centers, Meeting Rooms or Parks, by Individuals, Groups and Other Non-County Entities.

Motion to table Resolution 16-48 for further information was made by Commissioner Armijo, second by Commissioner Simpson. 4-0 Affirmative.

11. Action Items

a. Consideration of Contract – IGSA with ICE

Motion to approve Contract IGSA with ICE was made by Commissioner Simpson, second by Commissioner Armijo 4-0 affirmative.

b. Consideration of Request for Information- Tablets for Inmates

Motion to approve Request for Information – Tablets for Inmates was made by Commissioner Felipe, Second by Commissioner Armijo. 4-0 affirmative.

c. Consideration of Resolution 16-49, Sponsorship for a Recreational Trails Program Application and Maintenance Commitment

Motion to approve Resolution 16-49, Sponsorship for a Recreational Trails Program Application and Maintenance Commitment Made by Commissioner Simpson, second by Commissioner Felipe, 4-0 affirmative.

d. Consideration to Resolution 16-50, Fiscal Year 2017 Budget Adjustments No 1.

Motion to approve Resolution 16-50, Fiscal Year 2017 Budget Adjustments made By Commissioner Felipe, second by Commissioner Simpson, 4-0 affirmative.

e. Consideration of Resolution 16-51, Amended 2016 Open Meetings Resolution

Motion to approve Resolution 16-51, Amended 2016 Open Meetings Resolution Made by Commissioner Armijo, second by Commissioner Molerres 4-0 affirmative.

f. Consideration of Resolution 16-52, A Resolution Relating to Adoption and Establishment of Rules for the Accrual of Deduction of Time for Good Behavior and Industry

Motion to approve Resolution 16-52 made by Commissioner Armijo, second by Commissioner Simpson 4-0 affirmative.

g. Consideration of Street Lights near Cow Palace and one near Elkins Road.

Motion to approve Street Lights near Cow Palace and one near Elkins Road Made by Commissioner Simpson and second by Commissioner 5-0 affirmative.

h. Consideration of Subordination Contract

Commissioner Armijo made a motion to table item h. Subordination Contract, Second by Commissioner Simpson, 4-0 affirmative.

i. Appointment of One Member to the NWNMRSWA

Commissioner Simpson made a motion to appoint Manager Tony Boyd to attend The NWNMRSWA meetings until the new Commissioners come into office, and then One of the new Commissioners will be appointed, second by Commissioner Armijo 4-0 affirmative.

j. DWI/Compliance Distribution Fund Cuts

Motion to approve DWI/Compliance Distribution Fund Cuts made by Commissioner Felipe, second by Commissioner Armijo, 4-0 affirmative.

k. Land Use Ordinance

Discussion only

l. Homeless Building

Discussion only

m. Consideration of Renewal of Contract

a. German and Associates

Motion to approve Renewal of Contract with German and Associates, was made Commissioner Simpson, second by Commissioner Armijo. Commissioner Felipe voting no 3-1 affirmative.

12. Manager's Report

Manager Boyd gave an update on El Morro Ranch Fire Dept., WH Pacific is working on core electrical propane, and they have asked for more documentation, the county has submitted all that they had, the electrical will be done soon.

The tire abatement Grants that Judy Horacek had submitted for San Rafael tire abatement has been completed, the land owner has signed off and was very pleased, the cost was half of what was thought to be. Uranium Capital Speedway Grant also for tire abatement was also complete.

Manager Boyd also mentioned to the Commissioners that the Canvassing for the 2016 General Election will be held on November 10, 2016 at 5: 00 p.m. and if not completed will be continued on November 14, 2016 because of the holiday. Manager Boyd asked the Commissioners if they still wanted to Julie Quintana to be present during the canvassing, they all agreed to keep Julie to represent them. The public was notified through the beacon when canvassing will be held, also the Democratic and Republican Chairperson were notified by certified mail to attend the canvassing.

Manager Boyd and Gary Porter took a drive out to County Rd 32 of highway 36 just 27 miles north of the Arizona line, the road needs to be repaired, it's been 3 to 5 years since any repair has been done. The land owner has locked the gate that has access to the road. Manager Boyd stated that this will be placed on the agenda for the Nov 30th, 2016 meeting, either to continue to maintain the road or discontinue the maintenance.

a. Staff

County Clerk Elisa Bro mentioned to the Commissioners that there have been 2,580 early voters for the General Election thus far.

b. Commissioners

Commissioner Felipe stated that he did not approve of the Renewal of German and Associates Contract, he felt that they did not work that well with the Native American issues.

14. Executive Closed Session

Pursuant to Section 10-15-1 (H) (2) (5) (7) & (8) the following matter may be discussed in closed session:

- a. Personnel – DWI/Compliance
- b. Litigation – Rheganne Vaughn
- c. Real Estate Property – Detention Center
- d. Real Estate Property – Future Foundations
- e. Real Estate Property – Cibola General Hospital
- f. Contract – IGSA with ICE

Motion and roll call vote to go into Executive Session for the state reasons
Motion made by Commissioner Armijo, second by Commissioner Felipe 4-0 affirmative
at 10:15 p.m.

Board meets in closed session.

Motion and vote to go back into regular session
Motion to go back into regular session made by Commissioner Armijo, second by
Commissioner Simpson, 4-0 affirmative at 11:10 p.m.

Summary of items discussed in closed session, stated above.
Motion and roll call vote that matters discussed in closed session were limited to those
specified in Motion. For closure and that no final action was taken, pursuant to the
authority in §10-15-1 NMSA 1978.

15. Action Item

- a. Consideration of Contract – IGSA with ICE
- This item was moved to the top of 11 a.

16. Announcements

The next Regular Commission Meeting will be held on Wednesday, November 30th 2016
At 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention
Room.

Cibola County Commission
Special Meeting
Tuesday, November 1, 2016

The Cibola County Commission held a Special Meeting on Tuesday, November 1, 2016 at 5:00 pm in the Cibola County Convention Room.

Elected Officials Present

T Walter Jaramillo, County Chairman
Robert Armijo, 1st Vice Chairman
Jack Moleres, 2nd Vice Chairman

Staff

Tony Boyd, County Manager
Joseph Sanders, Financial Analyst
Elisa BRO County Clerk
Natalie Grine, Rec/Filing Clerk

I. Commission Convenes

A. CALL TO ORDER

Walter Jaramillo, County Chairman calls the meeting to order at **5:04pm**.

B. ROLL CALL

Chairman Jaramillo, conducts roll call – 4-5 Commissioners in attendance, Commissioner Felipe was absent.

C. Pledge of Allegiance Led By Commissioner Moleres

D. Prayer County Manager Tony Boyd led us in prayer.

E. Approval of Agenda

Motion to approve agenda made by Commissioner Armijo, second by Commissioner Simpson 4-0 affirmative.

F. Action Items – Action May Be Taken

A. Consideration of Red Mesa Wind Subordination Agreement.

Motion to approve Red Mesa Wind Subordination Agreement made by Commissioner Simpson, second by Commissioner Moleres, Commissioner Armijo abstained, 3-0 affirmative.

- B. Acceptance of Opinion that the transfer of Cibola County, New Mexico Taxable Industrial Revenue Bond (Red Mesa Wind Project) Series 2010 ("Bond") is Exempt from Securities Laws.

Motion to approve Acceptance of Opinion that the transfer of Cibola County, New Mexico Taxable Industrial Revenue Bond (Red Mesa Wind Project) Series 2010 ("Bond") is Exempt From Securities Laws, made by Commissioner Simpson, second by Commissioner Moleres, Commissioner Armijo abstained, 3-0 affirmative.

G. Announcements

The next Regular Commission Meeting will be held on Wednesday, November 30, 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention Room.

H. Adjournment

Motion to adjourn made by Commissioner Armijo, second by Commissioner Simpson, 4-0 affirmative, at 6:09 p.m.



Cibola County Sheriff's Office

Sheriff Tony Mace

tnymace@yahoo.com

Undersheriff P. Michael Munk
mmunk@co.cibola.nm.us

Office: 505-876-2040
Dispatch: 505-287-9476
Fax: 505-876-2090

Physical: 114 McBride Road
Grants, NM 87020
Mailing: 515 W. High St.
Grants, NM 87020

The following are statistics for the Cibola County Sheriff's Department for October 1, 2016 through October 31, 2016.

PREVIOUS YEAR SEPT 2015

Accidents	7	7
Arrests	44	47
Transports	25	16
Warrant Transports	23	25
Calls	618	555
Citations	14	14
Warnings	40	39
Civil Papers	60	45
Incidents	58	39
Animal Control Calls	48	35

Please note the above information will change as deputies do all above duties as it occurs.



Cibola County Road Department

515 W. High Street
Grants NM 87020
505-285-2570 Phone 505-285 3656 Fax

Audrey Archunde
Rita Montano
Secretary/Receptionist

Tuesday, November 7, 2016

To: Tony Boyd - County Manager
Fr: Gary Porter - Public Works Director
Re: Monthly Report: 10/3/16 -10/28/16 (October)

Regular Maintenance

Blade & Shape

<u>Road</u>	<u>Description</u>	<u>Miles</u>
C32	Zuni Trail	27.111
C47	Mesa Ridge Rd.	8.313
C41	Pie Town Rd.	10.714
C63	Anaconda Rd.	5.931
C49	Zuni Canyon Rd.	15.427
C62A	Paxton Springs	3.578
C19B	La Mosca Tank Rd.	0.838
C42	Back Country Byway	10.000
C52	El Gallo Rd.	0.840
C81	Alamo Rd.	6.965
C29A	Old Bluewater Acres Rd.	1.700
C35A	Moreno Hill Rd.	10.419
Total Miles		101.836

Special Projects

C41	Pie Town Rd. - Haul dirt to San Rafael.
C58	San Rafael - Dirt hauled from Pie Town Rd., mowing.
C47	Mesa Ridge Rd. - Fix wing walls.
C13	San Jose Loop - Haul sand bags for repair on culvert.
C10	S. Castillo - Shoulder work.
C10	N. Castillo - Back fill bar ditch
C55	Ben Chavez Loop - Put up signs.

C11	<i>Bibo Ranch Rd. - Back fill bar ditches.</i>
C17	<i>Mt. Taylor Addition - Cutting trees, installing speed humps, mowing.</i>
C24	<i>Tietjen Rd. - Installing speed humps.</i>
C21	<i>Murray Acres - Installing speed humps.</i>
C41	<i>Pie Town Rd. - Dirt removal.</i>
C52	<i>El Gallo Rd. - Watering road.</i>
C42	<i>Back Country Byway - Road repair.</i>
C9	<i>Water Canyon Rd. - Clean culverts.</i>
C7	<i>Cubero - Clean culverts, shoulder work.</i>
C18	<i>Horace Mesa Rd. - Mowing.</i>
C18A	<i>Lobo Creek Rd. - Mowing.</i>
C18B	<i>La Jara Mesa Rd. - Mowing.</i>
C19	<i>Cantina Rd. - Mowing.</i>
C19A	<i>Cantina Homesites Rd. - Mowing.</i>
C19B	<i>La Mosca Tank Rd. - Mowing.</i>
C58	<i>San Rafael - Mowing.</i>
C51A	<i>N. Lawrence Rd. - Mowing.</i>
C51B	<i>Betty Dr. - Mowing.</i>
C51C	<i>Rodeo Ground Rd. - Mowing.</i>

Digging graves in Seboyeta, Cubero & San Fidel.
Installing culverts at Bluewater South.
Transporting excavator to Village of Milan.
Working on parking lot at Smith's.
Hauling tires to Thoreau Landfill.



Cibola County Rod Department

515 W. High Street
Grants NM 87020
505-285-2570 Phone 505-285 3656 Fax

Audrey Archunde
Rita Montano
Secretary/Receptionist

MAINTENANCE REPORT

October 2016

Road Dept.	134	43.92	3	\$ 17.50	\$ 96.42
Road Dept.	137	63.15	1	\$ 17.50	\$ 80.65
Road Dept.	139	48.92	2.5	\$ 17.50	\$ 92.67
Road Dept.	157	58.48	1	\$ 17.50	\$ 75.98
				TOTAL	\$ 345.72
Sheriff's	G-68921	\$323.02	20	\$ 17.50	\$ 673.02
Sheriff's	G-78152	\$13.24	8	\$ 17.50	\$ 153.24
Sheriff's	G-85471	\$403.17	11	\$ 17.50	\$ 595.67
Sheriff's	G-88608	\$44.74	5.5	\$ 17.50	\$ 140.99
Sheriff's	G-90204	\$8.50	0.5	\$ 17.50	\$ 17.25
Sheriff's	G-90667	\$13.00	0.25	\$ 17.50	\$ 17.38
Sheriff's	G-92101	\$144.72	10	\$ 17.50	\$ 319.72
Sheriff's	G-92101	\$28.78	16	\$ 17.50	\$ 308.78
Sheriff's	G92102	\$514.13	20	\$ 17.50	\$ 864.13
Sheriff's	G-96442	\$383.26	8	\$ 17.50	\$ 523.26
				TOTAL	\$ 3,613.44
Detention	G-57383	\$57.04	8	\$ 17.50	\$ 197.04
Detention	G-61368	\$16.87	1	\$ 17.50	\$ 34.37
Detention	G-63072	\$8.00	0.5	\$ 17.50	\$ 16.75
				TOTAL	\$ 248.16



Cibola County Road Department

515 W. High Street
Grants NM 87020
505-285-2570 Phone 505-285 3656 Fax

Audrey Archunde
Rita Montano
Secretary/Receptionist

FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT October 2016

UNLEADED					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
G-18461	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18473	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18464	#VALUE!	#VALUE!	N/U	15.000	\$ 30.85
G-02084	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-15638	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-29800	0.00	#DIV/0!	14	0.000	\$ -
G-29091	0.00	#DIV/0!	122	0.000	\$ -
G-23696	0.00	#DIV/0!	108	0.000	\$ -
G-23697	0.25	8.30	357	43.000	\$ 88.40
G-39980	0.00	#DIV/0!	72	0.000	\$ -
G-39988	0.16	13.17	158	12.000	\$ 24.67
G-57384	0.15	13.88	447	32.200	\$ 66.20
G-57619	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-57618	0.09	24.04	577	24.000	\$ 49.34
146	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-66164	0.16	13.25	N/U	12.300	\$ 25.28
G-66165	0.14	14.30	N/U	16.500	\$ 33.93
G-70482	0.11	18.18	658	36.200	\$ 74.43
G-78718	0.14	14.73	1,908	129.500	\$ 266.16
G-64239	0.00	#DIV/0!	30	0.000	\$ -
G-86952	0.10	21.44	1,415	66.000	\$ 135.59
G-86953	0.09	22.26	937	42.100	\$ 86.57
G-86954	0.08	25.27	806	31.900	\$ 65.59
G-91750	0.11	19.00	1,345	70.800	\$ 145.57
G-34769	#VALUE!	#VALUE!	N/U	0.000	\$ -
503	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra card	#VALUE!	#VALUE!	N/U	0.000	\$ -

TOTAL GAS

531.500

\$ 1,092.58

DIESEL FUEL					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
G-50237	0.15	14.23	501	35.200	\$ 73.28
G-18484	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18476	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18795	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-30550	0.24	8.69	1,944	223.700	\$ 469.63
G-30549	0.64	3.30	155	46.900	\$ 98.97
G-38441	0.67	3.03	76	25.100	\$ 51.19
G-67372	0.31	6.74	3,091	458.600	\$ 954.10
G-67371	0.37	5.68	2,662	468.300	\$ 975.63
G-70782	0.30	6.81	3,076	451.700	\$ 938.02
Distributor	#VALUE!	#VALUE!	N/U	0.000	\$ -
Water Truck	0.61	3.44	324	94.300	\$ 198.97
New Transport	0.40	5.70	1,101	193.200	\$ 441.51
305	2.65	0.77	9	11.700	\$ 23.85
306	0.00	#DIV/0!	6	0.000	\$ -
307	7.69	0.27	20	72.900	\$ 153.83
308	2.07	1.00	68	67.700	\$ 140.43
309	#VALUE!	#VALUE!	N/U	0.000	\$ -
310	2.97	0.70	53	75.400	\$ 157.25
311	#VALUE!	#VALUE!	N/U	0.000	\$ -
312	#VALUE!	#VALUE!	N/U	0.000	\$ -
313	#VALUE!	#VALUE!	N/U	0.000	\$ -
314	4.46	0.46	49	106.800	\$ 218.36
416	8.60	0.24	68	280.500	\$ 585.13
417	7.42	0.28	79	281.300	\$ 585.84
418	6.61	0.31	84	267.700	\$ 555.04
501	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra card	#VALUE!	#VALUE!	N/U	0.000	\$ -
TOTAL DIESEL				3161.000	\$ 6,621.03

***N/U = NOT USED**



Audrey Archunde
Rita Montano
Secretary/Receptionist

Cibola County Road Dept.

515 W. High Street
Grants NM 87020
505-285-2570 Phone 505-285 3656 Fax

FUEL REPORT CIBOLA COUNTY BY DEPARTMENT **October 2016**

SHERIFF'S DEPARTMENT

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-85515	#VALUE!	#VALUE!	DNTI	138.300	\$ 284.18
G-85514	#VALUE!	#VALUE!	DNTI	93.800	\$ 192.77
G-61113	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-68384	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-68920	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-68922	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-68921	#VALUE!	#VALUE!	DNTI	95.800	\$ 196.96
G-68418	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-72224	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-72225	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-75188	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-78152	#VALUE!	#VALUE!	DNTI	59.000	\$ 121.30
G-78153	#VALUE!	#VALUE!	DNTI	97.800	\$ 200.90

G-78154	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-78717	#VALUE!	#VALUE!	DNTI	16.000	\$ 32.90
G-78720	#VALUE!	#VALUE!	DNTI	90.900	\$ 186.81
G-78721	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-78722	#VALUE!	#VALUE!	DNTI	20.000	\$ 41.12
G-78723	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-86096	\$0.16	13.16	3,711	282.001	\$ 591.43
G-86996	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-85471	#VALUE!	#VALUE!	DNTI	44.400	\$ 93.69
A-190-ULS	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-88607	#VALUE!	#VALUE!	DNTI	154.400	\$ 317.45
G-88606	#VALUE!	#VALUE!	DNTI	113.270	\$ 227.36
G-88608	#VALUE!	#VALUE!	DNTI	132.100	\$ 271.61
G-88605	#VALUE!	#VALUE!	DNTI	172.000	\$ 348.58
Max Pro <i>Armored Truck</i>	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-90204	#VALUE!	#VALUE!	DNTI	166.800	\$ 342.67
G-90205	#VALUE!	#VALUE!	DNTI	129.500	\$ 266.16
3035	#VALUE!	#VALUE!	DNTI	89.800	\$ 184.52
4479	#VALUE!	#VALUE!	DNTI	107.100	\$ 220.20
4481	#VALUE!	#VALUE!	DNTI	140.000	\$ 287.86
207902	#VALUE!	#VALUE!	DNTI	0.000	\$ -
259	#VALUE!	#VALUE!	DNTI	0.000	\$ -
443	#VALUE!	#VALUE!	DNTI	0.000	\$ -
445	#VALUE!	#VALUE!	DNTI	193.400	\$ 397.47
9058	#VALUE!	#VALUE!	DNTI	132.500	\$ 272.45

2219	#VALUE!	#VALUE!	DNTI	120.600	\$ 247.88
G-97570	\$0.30	7.59	1,080	142.240	\$ 327.29
TOTAL SHERIFF'S				2731.711	\$ 5,653.56

MANAGERS

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
7466	#VALUE!	#VALUE!	DNTI	0.000	\$ -
TOTAL MANAGERS				0.000	\$ -

RURAL ADDRESSING

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G60137	#VALUE!	#VALUE!	DNTI	0.000	\$ -
TOTAL RURAL ADDRESSING				0.000	\$ -

EMERGENCY MANAGEMENT

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-86167	#VALUE!	#VALUE!	DNTI	0.000	\$ -
TOTAL EMERGENCY MANAGEMENT				0.000	\$ -

BUILDING & GROUNDS

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-67587	#VALUE!	#VALUE!	DNTI	0.000	\$ -
TOTAL BUILDING & GROUNDS				0.000	\$ -

I.T.(DATA PROCESSING)

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-90878	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-53547	#VALUE!	#VALUE!	DNTI	0.000	\$ -
TOTAL DATA PROCESSING				0.000	\$ -

ASSESSORS

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-78714	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-78715	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-81964	#VALUE!	#VALUE!	DNTI	0.000	\$ -
TOTAL ASSESSORS				0.000	\$ -

DETENTION

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-60185	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-24336	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-57383	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-59969	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-60180	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-61368	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-63072	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-73152	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-78719	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-79636	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-79879	#VALUE!	#VALUE!	DNTI	0.000	\$ -

G-85729	#VALUE!	#VALUE!	DNTI	0.000	\$ -
Van #9 (new)	#VALUE!	#VALUE!	DNTI	0.000	\$ -
X-tra Card	#VALUE!	#VALUE!	DNTI	0.000	\$ -
TOTAL DETENTION				0.000	\$ -

ROAD DEPT. MOTORPOOL

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-18474	#VALUE!	#VALUE!	DNTI	0.000	\$ -
TOTAL ROAD DEPT. MOTORPOOL				0.000	\$ -

CONSOLIDATED DISPATCH

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-70403	#VALUE!	#VALUE!	DNTI	0	\$ -
Generator	#VALUE!	#VALUE!	DNTI	0	\$ -
TOTAL CONSOLIDATED DISPATCH				0.000	\$ -

CLERKS OFFICE

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-64240	0.00	#DIV/0!	29	0.000	\$ -
G55649	0.09	22.40	608	27.138	\$ 57.40
G-72255	0.16	13.31	861	64.712	\$ 136.60
G-86995	0.00	#DIV/0!	116	0.000	\$ -
TOTAL CLERKS				91.850	\$ 194.00

DWI PROGRAM

<i>G-53823</i>	<i>0.73</i>	<i>2.89</i>	<i>50</i>	<i>17.311</i>	<i>\$ 36.34</i>
<i>G-45051</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-85669</i>	<i>0.01</i>	<i>167.48</i>	<i>274</i>	<i>1.636</i>	<i>\$ 3.50</i>
<i>TOTAL DWI PROGRAM</i>				<i>18.947</i>	<i>\$ 39.84</i>

****DNTI = DID NOT TURN IN / *N/U = NOT USED***



**Cibola County
Board of County Commissioners
Resolution 16-48**

**A Resolution
Relating to the Use of Public Buildings or Properties, such as
Community Centers, Meeting Rooms or Parks, by Individuals,
Groups and Other Non-County Entities**

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

WHEREAS, NMSA 1978, Section 4-38-13 (1876) provides that the Board of County Commissioners shall have power at any session to make such orders concerning the property belonging to the County as they may deem expedient; and,

WHEREAS, NMSA 1978, Section 4-38-16 (1876) provides that the Board of County Commissioners shall have power to build and keep in repair all County buildings; and,

WHEREAS, NMSA 1978, Section 30-20-13 (1981) prohibits the interference with members of staff, public officials or the general public on County property, trespass and damage to County property and provides for penalties; and,

WHEREAS, the Board of County Commissioners has determined that the health, safety and general welfare of residents of Cibola County, and the efficient, safe and orderly conduct of County business by County officials, employees, service-providing organizations and members of the public would best be served by the adoption of a policy regulating conduct within County buildings, such as community centers, utilized for non-County events or activities.

NOW, THEREFORE BE IT RESOLVED that the governing body of Cibola County establishes this policy regulating use and conduct within County buildings for non-County events and activities, as follows:

I. INTENT OF POLICY

A. The intent of this policy is to regulate conduct within County-owned or leased buildings or facilities, so as to promote the efficient, safe, and orderly use of County buildings or properties, including community centers, senior centers, and fire stations, for non-county events or activities by County officials, employees, service-providing organizations and members of the public.

B. This policy prescribes the rules and regulations under which County-owned buildings or property may be made available for use by community organizations, service-providing organizations, or individuals and groups.

C. Questions concerning the interpretation of this policy will be referred to the County Manager or his/her designee.

II. PRIMARY USE

Cibola County buildings and properties are first and foremost for the use of residents of the County. When a building or property is not in use by a program administered by the County, the State, or the United States government, (depending on specific funding or grant/loan restrictions) for the benefit of Cibola County residents, the facilities may be reserved by individuals, social groups, educational groups, service-providing groups, hobby, civic, cultural, community service organizations, and religious groups.

III. APPROVED PERMITS

A. Permission for use of a County building or property is granted upon the condition that all rules and regulations governing the use of the facility shall be followed, as permission may be revoked at any time for failure to do so.

B. Individuals, social groups, educational groups, service-providing groups, hobby, civic, cultural, community service organizations, and religious groups wishing to use a County building or property must make application (see Exhibit A) at least five (5) working days in advance of the proposed date of use.

C. The Board of County Commissioners will sponsor all governmental, educational, cultural, and instructional public events, provided that they are open to all county residents, not political, advertised, and that they constitute a low-risk event as defined by the Tenant Users Liability Insurance Program ("TULIP"), provided that a release is executed by the organizer of the event. The form of release is enclosed as Exhibit C to this Resolution.

D. Permits are issued on a first come, first served basis for non-governmental functions. Permission will depend on availability of staff and space.

E. All permits shall be applied for and issued by the County upon recommendation by the Maintenance Director or his/her designee. A permit denial is appealable to the Board of County Commissioners pursuant to the appeals process set forth in Section 154.062.

F. A refundable clean-up and security deposit must accompany the application. The application will not be issued if it is missing. Reservation of the date and facility will not be made until the completed application and deposit are received. The Certificate of Insurance should accompany the application. However, if this is not possible, the Certificate of Insurance must be on file with the County at least two (2) days prior to the event.

G. The County Manager or his/her designee has the right to revoke any permit due to unforeseen circumstances, or infractions of the policies. A revocation of the permit may be appealed to the Board of County Commissioners pursuant to the appeals process set forth in Section 154.062.

H. The Board of County Commission may appoint residents from the Community to open/close facility and advise the County Manager/ Maintenance Director of any events being held. The keys for the Community will centralized in the Maintenance Director or his/her designee.

IV. FEES

All individual and group (see Exhibit A) events and activities will be required to compensate Cibola County and its residents for use of County facilities, except as otherwise provided in Section III(C) of this Policy. Compensation will include some or all of the following components:

- Cleaning/Damage Deposit (refundable)
- Open/Closing Fee (non-refundable)
- Activity Rental Fee (per day/per hour/per activity) for all private uses (non-refundable)
- TULIP Insurance Cost (non-refundable)

The Damage Deposit may be returned following inspection of the event/activity once the County facility is found to be in a condition similar prior to its use by an individual or group. A memo from the Maintenance Director will be issued to the Treasurer's office to reimburse all or part of the damage deposit, depending on any clean-up or damage issues (see Sections V and VI).

A. Fees (as defined in Exhibit A) will only be accepted by the Cibola County Treasurer's Office. Cash, checks, or money orders will be accepted. Receipts will be issued to the individual renting County facilities or property.

V. CERTIFICATE OF INSURANCE

A. Except as provided in Section III(c) herein, all individual and group events and activities that are not sponsored by the County as provided herein will be required to provide a Certificate of Insurance in the amount of one million dollars (\$1,000,000) naming Cibola County as "Additional Insured" prior to use of the building or facility. Vendors related to groups or individuals using a County building or facility shall provide a copy of the Facility Use Permit and Certificate of Insurance to the Public Works Director, or his/her designee.

1. Insurance may be obtained through the County's carrier, the New Mexico Association of Counties, through its Tenant Users Liability Insurance Program (TULIP). Except as otherwise provided herein, insurance must be obtained prior to the requested use of the County Facility. See Exhibit C for information regarding purchasing TULIP insurance.

2. Insurance may also be obtained through a private insurance company by the responsible individual hosting the event/activity. The insurance requirements must be the same as listed in (A) and must be obtained prior to use of the County facility.

VII. SECURITY

- A. All groups and individuals using the facility are responsible for the contents and security of the building and property.
- B. Opening and closing of a building will be performed by a County employee, or their designee, as part of the building usage agreement to ensure condition of the facility and its contents before and after and event/activity.
- C. Except as provided in Section III(C) herein, a clean-up and security deposit of not less than one hundred dollars (\$100) is required of all individuals/groups using a County building. There may also be a fifty dollar (\$50) damage and security deposit required for the use of the kitchen facilities (if applicable). A one-time four hundred dollars (\$400) clean-up and security deposit may be required for events or activities that have previously used a County building and have left the building or property in an untidy or dilapidated condition.
- B. Except as provided by Section III(C) herein, individuals or groups using the facility on a regular basis (i.e. every first Thursday of the month) may only be required a single damage deposit for all its events and may have the deposit returned following the final date of scheduled use.
- C. In buildings where kitchen facilities are available for use, the kitchen must be maintained to a commercial standard if the building is currently maintained to a commercial standard. Strict adherence to kitchen policies and procedures is required. Failure to do so will result in denial of future permit requests.

VIII. DAMAGES

- A. The individual responsible for the group and the group as a whole shall be responsible for all damage to the County building or property.
- B. Groups and individuals allowed to use a County building or property must leave the space in an acceptable condition.

C. All damages to the County building or property will be the responsibility of the user, and cost of any damages will be deducted from the security deposit. Any additional expenses to repair or clean-up above and beyond the collected security deposit will be billed directly to the responsible individual.

D. The group or individual will be notified within thirty-six (36) hours of the damage and provided an itemized list of damages and estimated cost of repairs and/or clean-up. Payment for damages will be deducted from the clean-up and security deposit. Any additional billed amount above the collected security deposit will be required to be paid to the County within thirty (30) days of receipt of notice from the County. Failure to make payment will result in suspension of further use of any County building or property.

IX. PREPARATION AND CLEAN-UP

Users of a County building or property are responsible for any changes in room arrangements prior to use and all clean-up after. This must be done within the time frame for which the County building or property has been reserved. Any expense for special clean-up and/or restoring room arrangements performed by County staff as a result of non-compliance with this provision will be deducted from the clean-up and security deposit.

X. CANCELLATIONS

A. Any changes/cancellation in a scheduled reservation must be made at least two days prior to the requested date. The changes/cancellation must be made to the Maintenance Director in writing.

B. If cancellation is made two (2) days or more in advance of the event or activity, all fees will be reimbursed.

C. Changes to an event or activity which will require additional fees will require those fees be collected by the Public Works Department prior to the event or activity. Changes that may reduce previously collected fees will be recalculated and any refunds will be made at the conclusion of the event or activity.

D. Notification of cancellation to members of the private group or organization is the sole responsibility of the organizer.

XI. CONDUCT

The applicant responsible for the permit is required to observe and insure that County rules and regulations are observed and adhered to, and that persons associated with their activity or event

shall respect all County property, personal property rights of others, and avoid unnecessary noise disruption to neighbors.

XII. PROHIBITED CONDUCT

The following conduct shall be prohibited upon county property.

- A. Smoking.** Smoking is not permitted within County buildings, in compliance with the New Mexico Clean Indoor Air Act, NMSA 1978, § 24-16-1 *et seq.* (1985) and Cibola County Policy. The ordinance is on file in the Office of the County Manager or Office of the County Clerk.
- B. Weapons.** Use, possession or storage of any weapon on all county property is expressly prohibited. This section shall not apply to a law enforcement officer acting in the lawful performance of his or her duties, or to personnel of the District Attorney's Office.
- C. Animals.** Animals of any kind are prohibited from entry into County buildings except for qualified assistance animals or at the Animal Control Center. Any person with a qualified assistance animal shall be liable for any damage done by his or her qualified assistance animal.
- D. False Alarms.** Initiating or causing to be initiated any false report, warning or threat of fire, explosion or other emergency is prohibited at county buildings. Misusing or damaging fire safety equipment on County property is prohibited.
- E. Controlled Substances.** The use, possession, or distribution of any controlled substance or illegal drug in a County building or on County property is prohibited.
- F. Alcoholic Beverages.** The use, possession or distribution of alcoholic beverages in any County building is prohibited.
- G. Fireworks.** Use or possession of allowed fireworks per the current Ordinance pertaining to the Sale and Use of Fireworks in the unincorporated Areas of Cibola County, unless expressly authorized in writing by the County Manager, is prohibited.

XI. LIMITATIONS

- A.** Nothing in this policy shall be construed to prevent lawful assembly and peaceful and orderly petition for the redress of grievances, including any labor dispute.
- B.** Nothing in this policy shall limit the County Manager in adopting additional rules and regulations as such may be required from time to time or in enforcing laws, regulations or policies to insure the protection and security of County buildings or facilities.

XIII. EXHIBITS

Exhibit A – Building Usage Application

Exhibit B – NMAC Tulip

Exhibit C – Release Form

PASSED, APPROVED AND ADOPTED on this ____ day of _____, 2016

BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF CIBOLA

T. Walter Jaramillo, Chairman

Patrick Simpson, Member

Robert Armijo, 1st Vice-Chairman

Lloyd F. Felipe, Member

Jack Moleres, 2nd Vice-Chairman

Attested:

Elisa Bro, Cibola County Clerk

Exhibit B

NMAC TULIP (Tenant Users Liability Insurance Program)

TULIP Insurance must be purchased through the One Beacon Insurance Group if not purchased through a private insurance organization (i.e. homeowner's insurance). Insurance may only be obtained through One Beacon's website. Instructions for obtaining insurance are as follows:

1. Go to the One Beacon Insurance Group website at www.onebeaconentertainment.com
2. On the main page, under "TULIP – Event Insurance" click "Purchase or Quote".
3. You will be taken to the quote page. Enter Cibola County's Venue ID Code: OB31-023, and follow the instructions as they take you through their on-line form.
4. You will be prompted through a number of screens to provide such information as the type of event you are planning, the number of attendees, and the date of the event.
5. Once you complete the necessary information, you will be provided with a quote for the TULIP insurance
6. Continue to following the instructions to pay for and print your documentation for insurance.
7. Provide a copy (either email or hard copy) to the Cibola County Maintenance Director for your event.

A copy of the Insurance must be on file with Cibola County Maintenance Director two (2) days prior to the event for non-county sponsored events.

Exhibit C

Building Usage Waiver Form

Please read the following carefully. If you have any questions, have them answered before signing this document. (Please Print Legibly)

I, _____ (name), in exchange and consideration for being allowed to utilize the authorized County facilities pursuant to the County's Building Usage Policy, hereby release and waive and hold harmless the County of Cibola its elected officials, officers, agents and employees, from and against any and all claims, demands or causes of action of any type whatsoever, including property damage, personal injury or death arising out of or in any way relating to my use of the County Facility.

By signing this waiver of liability and release, I acknowledge that I have read and understood this document and fully agree to its terms and conditions.

Signature

Date

Northwest New Mexico Regional Solid Waste Authority

101 Red Mesa Bluffs Drive • P.O. Box 1330 • Thoreau, New Mexico 87323

Tel. (505) 905-8400 • Fax: (505) 905-8401

Billy Moore Executive Director

Cibola County Commissioner's
515 W. High St.
Grants, NM 87020

November 10, 2016

Dear Commissioner's:

I would like to bring before you an amendment to the Joint Powers Agreement between the five governmental agencies; City of Gallup, McKinley County, Cibola County, City of Grants, and the Village of Milan, that was last updated on June 4, 2006. This amendment will allow the Board of Directors of the NWNMRSWA to borrow money and pledge revenue of the Authority without further authorization by the parties, as outlined in the amendment. Currently, the Authority to borrow money is held by the five member entities.

The immediate purpose of this amendment is to facilitate the NWNMRSWA loan from the NM Finance Authority to enlarge the landfill.

If you have any questions or concerns, please feel free to contact me at 505-905-8400.

Sincerely,



Billy Moore
Executive Director
NWNMRSWA

AMENDED AND RESTATED
JOINT POWERS AGREEMENT FOR THE
NORTHWEST NEW MEXICO REGIONAL SOLID WASTE AUTHORITY
A SOLID WASTE DISPOSAL AUTHORITY

MCKINLEY COUNTY, CIBOLA COUNTY, CITY OF GRANTS, CITY OF GALLUP,
VILLAGE OF MILAN

This agreement made and entered into this ____ day of _____, 2016, by and between the COUNTY OF MCKINLEY, hereinafter referred to as “McKinley”, the CITY OF GALLUP, hereinafter referred to as “Gallup”, the COUNTY OF CIBOLA, hereinafter referred to as “Cibola” , and the CITY OF GRANTS, hereinafter referred to as “Grants” , and the VILLAGE OF MILAN, hereinafter referred to as “Milan”, and hereinafter collectively referred to as the parties.

W I T N E S S E T H

WHEREAS, this agreement is made under the authority of the Joint Powers Agreement Act, section 11-1-1 et seq., (NMSA 1978 Comp.,) (“Joint Powers Act”) and the Solid Waste Act, section 74-9-1 et seq. (NMSA 1978) (“Solid Waste Act”); and,

WHEREAS, “McKinley”, ”Gallup”, “Cibola”, ”Grants” and “Milan” are legal subdivisions of the State of New Mexico (“the state”) and are public agencies as defined by the Joint Powers Act, all located in McKinley County and Cibola County; and,

WHEREAS, the parties hereto have formed by JPA dated June 1, 1993, and replaced by a JPA dated June 4, 2006 the Regional Solid Waste Disposal Authority (“The Authority”) to fully comply with the Solid Waste Act and subsequent alteration of amendments hereto to provide for disposition of solid waste by establishing modern, and where possible, state of the art facilities,

to do so where feasible through cooperation with, and use of the funds, services and equipment of private industry, to provide for the promotion, of industrial development in said Counties, to provide for the general protection of the health, welfare and safety of the public in an enhanced, cleaner and more wholesome environment and to provide staff, management, assistance, planning and facilities and the Authority shall continue to be a public entity separate from the parties to this agreement; and,

WHEREAS, such authority will continue to provide for and do all acts requiring monitoring of closed landfills within the parties jurisdictions with the primary responsibilities to remain with the private and public entities; and,

WHEREAS, the Authority has obtained sufficient real estate and operates established facilities for disposition of solid waste and obtained all required permits for development, management and operation of the Red Rock Regional Landfill and Transfer stations; and,

WHEREAS, the Authority through its operation will dispose of solid waste in an efficient and cost-effective method for the parties and its citizens

NOW, THEREFORE, the parties agree to continue the Authority and its operation of its facilities under evidence of this Amended and Restated Joint Powers Agreement hereafter contained, it is specifically understood and mutually agreed as follows:

1. The parties agree that the Northwest New Mexico Regional Solid Waste Authority Board shall be managed by a Board of Directors.
2. The Authority's Board purposes and powers shall be:
 - a. Power to adapt and implement rules and procedures with respect to the operation of the Authority, the Board and its facilities

- b. To provide staff, management, assistance, planning and facilities therefore.
- c. To establish Hauling & Tipping fees.
- d. To enter in contracts and work with the Tribes, Pueblos and the private sector.
- e. To appoint and contract with a Manager/ Director of the facilities that will be FLSA exempt and serve at the will of the Board.
- f. Open and Close any facility with the approval of the parties.
- g. Power to establish and approve the annual budget.
- h. Power to borrow money and pledge revenue of the Authority and the parties to secure any loan of the Authority, without further authorization by the parties and subject to the limitations placed on the Authority herein at paragraph 3, below.

3. The parties shall fund the Authority by contributing fifty percent (50%) of each party's annual Environmental Gross Receipt Tax (EGRT). This Amended and Restated 2016 JPA will not affect the Intercept Agreement between the parties and the NMFA that covers the Authority's existing debt service. The Authority in exercising the power to borrow money as granted in paragraph 2(h) above is limited to the percentage of contributed EGRT's within this paragraph 3. In pledging the contributed percentage of EGRT's, the Authority also can enter into an Intercept Agreement pursuant to NMSA 1978, Section 7-1-6.15 on behalf of the parties if needed to obtain a loan. During any Intercept Agreement, the Authority shall be strictly accountable for distributing to each of the parties the amount of the non-contributed portion of each party's EGRT.

4. The percentage of the contributed EGRT in excess of the percentage pledged to pay outstanding loans and bonds will be reviewed by the parties on an annual basis.
5. The Parties undertake and agree that every five years after the date hereof, they will review the progress, development of the Authority, evaluate its performance and its function, make and provide for amendments, revisions or changes herein as they may deem necessary and appropriate.
6. This Agreement may be amended, revised, cancelled or terminated by a majority of the Authority's Board subject to DFA approval. Any party may unilaterally withdraw from the agreement after giving one year's written notice of their decision to withdraw.
7. The Authority shall have a Board composed of seven (7) members allocated as follows:

City of Gallup -2

City of Grants -1

Village of Milan-1

Cibola County -1

McKinley County-2

Representation by the member parties shall be by appointment by each governing Board according to such qualifications as the respective member governing body shall elect. Each member shall serve on the Authority for as long as each respective body wishes that individual to serve. The members of the Board may be replaced at any time by action of the respective governing bodies. In addition to the regular Board members provided for, each party hereto shall also designate an alternate to serve on the Board in the absence of any of its

regular members and such alternate shall be appointed in the same manner as the regular member was appointed.

8. Subject to the laws of the State of New Mexico, the Authority may recommend to the parties hereto that its functions be transferred to another legal entity, established under the laws of the State of New Mexico.
9. The Authority shall make, adapt and amend written policies and procedures as it deems necessary for its proper operations so long as such policies are not in conflict with the terms of this agreement. Copies of all such policies and procedures shall be distributed to each of the parties hereto.
10. The Authority shall provide for and elect, from its members, a Chairperson, Vice Chairperson and such other officers as it may deem necessary; and, appropriate within the limits of its approved authority.
11. A majority of the Board members present, in person or through alternates shall constitute a quorum of the Authority Board. Authority Board shall be governed in accordance with the laws of the State of New Mexico.
12. In the event of termination of this agreement for any reason, surplus funds or other property shall be divided equally among the parties.
13. Each of the parties acknowledges and acknowledges and accepts that it has a fiduciary responsibility with respect to the operation of the Authority and its facilities.
14. The Authority shall be strictly accountable for all receipts and disbursement and shall maintain adequate, complete and correct records and statement pertaining to receipts, disbursements and other financial matters pertaining to the Authority in accordance with

GAAP. Each year the Board shall cause an annual audit of the Authority to be performed by an independent certified public accountant.

15. This Agreement shall be submitted for approval to the Department of Finance & Administration (DFA), State of New Mexico. Upon approval and signatures from all parties on this Agreement, the 2006 Agreement which replaced the 1993 original Agreement and its subsequent amendments will expire. This Agreement may be executed in counterpart, each Signatory Party and DFA to complete a signature page. The executed counterparts together with this document shall be considered as one document.

County of Mckinley

Chairman, Commission

ATTEST:

County Clerk

Date

County of Cibola

Chairman, Commission

ATTEST:

County Clerk

Date

City of Gallup

Mayor

ATTEST:

City Clerk

Date

City of Grants

Mayor

ATTEST:

City Clerk

Date

Village of Milan

Mayor

ATTEST:

Village Clerk

Date

New Mexico Department of Finance

Director

ATTEST:

Clerk

Date

JOINT POWERS AGREEMENT FOR THE
NORTHWEST NEW MEXICO REGIONAL SOLID WASTE AUTHORITY
A SOLID WASTE DISPOSAL AUTHORITY

MCKINLEY COUNTY, CIBOLA COUNTY, CITY OF GRANTS, CITY OF
GALLUP, VILLAGE OF MILAN

This Agreement made and entered into this 4th day of
June, 2006, by and between the COUNTY OF MCKINLEY,
hereinafter referred to as "Mckinley", the CITY OF GALLUP,
hereinafter referred to as "Gallup", the COUNTY OF CIBOLA,
hereinafter referred to as "Cibola", the CITY OF GRANTS,
hereinafter referred to as "Grants", and the VILLAGE OF MILAN,
hereinafter referred to as "Milan, and hereinafter collectively
referred to as the parties.

W I T N E S S E T H

WHEREAS, this agreement is made under the authority of the
Joint Powers Agreement Act, section 11-1-1 et seq., (NMSA 1978
Comp.,) ("Joint Powers Act") and the Solid Waste Act, section 74-
9-1 et seq. (NMSA 1978) ("Solid Waste Act"); and,

WHEREAS, "Mckinley", "Gallup", "Cibola", "Grants" and
"Milan" are legal subdivisions of the State of New Mexico ("the
state") and are public agencies as defined by the Joint Powers Act,
all located in Mckinley County and Cibola County; and,

WHEREAS, the parties hereto have formed by JPA the
Regional Solid Waste Disposal Authority ("The Authority") to fully

comply with the Solid Waste Act and subsequent alterations or amendments hereto to provide for disposition of solid waste by establishing modern, and where possible, state of the art facilities, to do so where feasible through cooperation with, and use of the funds, services and equipment of private industry, to provide for the promotion, of industrial development in said Counties, to provide for the general protection of the health, welfare and safety of the public in an enhanced, cleaner and more wholesome environment and to provide staff, management, assistance, planning and facilities and the Authority shall continue to be a public entity separate from the parties to this agreement; and,

WHEREAS, such authority will continue to provide for and do all acts requiring monitoring of closed landfills within the parties jurisdictions with the primary responsibilities to remain with the private and public entities; and,

WHEREAS, the Authority has obtained sufficient real estate and operates established facilities for disposition of solid waste and obtained all required permits for development, management and operation of the Red Rock Regional Landfill and Transfer stations; and,

WHEREAS, the Authority through its operation will dispose of solid waste in an efficient and cost-effective method for the parties and its citizens.

NOW, THEREFORE, the parties agree to continue the Authority and its operation of its facilities under evidence of this new Joint Powers Agreement hereafter contained, it is specifically understood and mutually agreed as follows:

1. The parties agree that the Northwest New Mexico Regional Solid Waste Authority Board be shall managed by a Board of Directors.
2. The Authority's Board purposes and powers shall be:
 - a. Power to adopt and implement rules and procedures with respect to the operation of the Authority, the Board and its facilities.
 - b. To provide staff, management, assistance, planning and facilities therefore.
 - c. To establish Hauling & Tipping fees.
 - d. To enter into contracts and work with the Tribes, Pueblos and the private sector.
 - e. To appoint and contract with a Manager/Director of the facilities that will be FLSA exempt and serve at the will of the Board.
 - f. Open and Close any facility with the approval of the parties.
 - g. Power to establish and approve the annual budget.

3. The parties shall fund the Authority by contributing fifty percent (50%) of the party's annual Environmental Gross Receipt Tax. This new JPA will not affect the Intercept Agreement between the parties and the NMFA that covers the Authority's debt service.
4. The percentage of the EGRT will be reviewed by the parties on an annual basis.
5. The Parties undertake and agree that every five years after the date hereof, they will review the progress, development of the Authority, evaluate its performance and its function, make and provide for amendments, revisions or changes herein as they may deem necessary and appropriate.
6. This Agreement may be amended, revised, cancelled or terminated by a majority of the Authority's Board subject to DFA approval. Any party may unilaterally withdraw from the agreement after giving one year's written notice of their decision to withdraw.
7. The Authority shall have a Board composed of seven (7) members allocated as follows:

City of Gallup - 2

City of Grants - 1

Village of Milan -1

Cibola County - 1

Mckinley County- 2

Representation by the member parties shall be by appointment by each governing Board according to such qualifications as the respective member governing body shall elect. Each member shall serve on the Authority for as long as each respective body wishes that individual to serve. The members of the Board may be replaced at any time by action of the respective governing bodies. In addition to the regular Board members provided for, each party hereto shall also designate an alternate to serve on the Board in the absence of any of its regular members and such alternate shall be appointed in the same manner as the regular member was appointed.

8. Subject to the laws of the State of New Mexico, the Authority may recommend to the parties hereto that its functions be transferred to another legal entity, established under the laws of the State of New Mexico.
9. The Authority shall make, adopt and amend written policies and procedures as it deems necessary for its proper operations so long as such policies are not in conflict with the terms of this agreement. Copies of all such policies and procedures shall be distributed to each of the parties hereto.

10. The Authority shall provide for and elect, from its members, a Chairperson, Vice Chairperson and such other officers as it may deem necessary and employ, oversee and/or terminate such staff as is necessary; and, appropriate within the limits of its approved authority.
11. A majority of the Board members present, in person or through alternates shall constitute a quorum of the Authority Board. Authority Board shall be governed in accordance with the laws of the State of New Mexico.
12. In the event of termination of this agreement for any reason, surplus funds or other property shall be divided equally among the parties.
13. Each of the parties acknowledges and accepts that it has a fiduciary responsibility with respect to the operation of the Authority and its facilities.
14. The Authority shall be strictly accountable for all receipts and disbursement and shall maintain adequate, complete and correct records and statements pertaining to receipts, disbursements and other financial matters pertaining to the Authority in accordance with GAAP. Each year the Board shall cause an annual audit of the Authority to be performed by an independent certified public accountant.

15. This Agreement shall be submitted for approval to the Department of Finance & Administration, state of New Mexico. Upon approval and signatures from all parties on this Agreement, the 1993 original Agreement and its subsequent amendments will expire.

County of McKinley


Chairman, Commission

ATTEST:


County Clerk

County of Cibola

Chairman, Commission

ATTEST:

County Clerk

City of Gallup

Mayor

ATTEST:

City Clerk

15. This Agreement shall be submitted for approval to the Department of Finance & Administration, state of New Mexico. Upon approval and signatures from all parties on this Agreement, the 1993 original Agreement and its subsequent amendments will expire.

County of McKinley

Chairman, Commission

ATTEST:

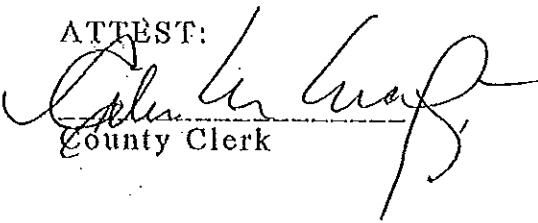
County Clerk

County of Cibola



Chairman, Commission

ATTEST:



County Clerk

City of Gallup

Mayor

ATTEST:

City Clerk

15. This Agreement shall be submitted for approval to the
Department of Finance & Administration, state of New
Mexico. Upon approval and signatures from all parties on
this Agreement, the 1993 original Agreement and its
subsequent amendments will expire.

County of Mckinley

Chairman, Commission

ATTEST:

County Clerk


County of Cibola

Chairman, Commission

ATTEST:

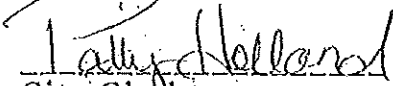
County Clerk

City of Gallup



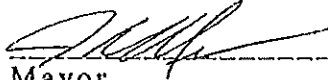
Mayor

ATTEST:

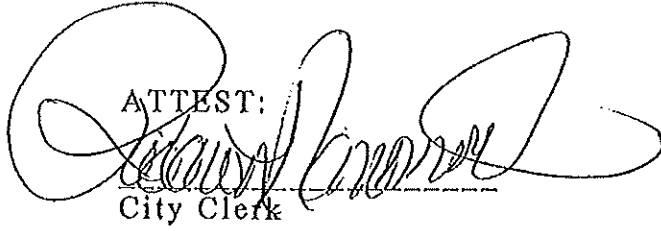


City Clerk

City of Grants



Mayor

ATTEST:


City Clerk

Village of Milan

Mayor

ATTEST:

Village Clerk

City of Grants

Mayor

ATTEST:

City Clerk

Village of Milan

Mayor

ATTEST:

Marcella Sandstrom

Village Clerk



**CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION №. 16-55**

SETTING THE SALARIES OF ELECTED OFFICIALS WITH TERMS COMMENCING AFTER JANUARY 1,
2017 PER THE CONSTITUTION & LAWS OF THE STATE OF NEW MEXICO

WHEREAS, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt, Grants, NM 87020, on November 30, 2016, at 5:00 p.m. as required by law; and,

WHEREAS, pursuant to NMSA 1978 Section 4-38-1 (1884) the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners; and,

WHEREAS, Article IV, Section 27 of the New Mexico Constitution provides that “[n]o law shall be enacted giving any extra compensation to any public officer, servant, agent or contractor after services are rendered or contract made; nor shall the compensation of any officer be increased or diminished during his term of office, except as otherwise provided in this constitution;” and,

WHEREAS, Article XX, Section 4 of the New Mexico Constitution provides that “[i]f a vacancy occurs in the office of district attorney or county commissioner, the governor shall fill such vacancy by appointment, and such appointee shall hold such office until the next general election. His successor shall be chosen at such election and shall hold his office until the expiration of the original term; and,

WHEREAS, Article XX, Section 3 of the New Mexico Constitution provides that “[t]he term of office of every state, county or district officer, except those elected at the first election held under this constitution, and those elected to fill vacancies, shall commence on the first day of January next after his election;” and,

WHEREAS, Cibola County is recognized by the New Mexico Department of Finance Administration as a “*Class B over*” County per NMSA 1978, Section 4-44-1 (2014) for salary purposes; and,

WHEREAS, NMSA 1978, Section 4-44-4.1 (2014) sets the annual salaries of elected officials, for a Class B counties under three hundred million valuation, at the following

maximum rates: county commissioners \$26,257 each; treasurer, \$65,855; county assessor \$65,855; county sheriff \$68,654; county clerk \$65,855; and probate judge \$23,028; and,

WHEREAS, NMSA 1978, Section 4-44-12.3 (A) (2013) states “[t]he intent of the legislature when enacting salary increases for elected county officials is to provide for equitable salary increases; and,

WHEREAS, NMSA 1978, Section 4-44-12.3 (B) (2013) states “[i]n accordance with Sections 4-44-3 through 4-44-6 NMSA 1978, the majority of a board of county commissioners may provide for salary increases for elected county officials; provided, however, that no salary increase shall take effect until the first day of the term of an elected county official who takes office after the date that salary increase is approved; and,

WHEREAS, the Board of County Commissioners elects to uniformly prospectively increase the salaries of elected officials in amounts less than the statutory maximum in recognition of the budgetary constraints of Cibola County; and,

WHEREAS, elected officials commencing their new term after are eligible for the salary detailed below effective at the beginning of their term or starting at the first payroll in January 2017.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners that those elected officials commencing a new term after January 1, 2017 shall be paid at the rates detailed below:

Cibola County Office	Annual Salary
County Commissioner	\$18,725.00
County Assessor	\$65,855.00
County Clerk	\$65,855.00
County Treasurer	\$65,855.00
County Sheriff	\$68,654.00
Probate Judge	\$23,028.00

APPROVED, ADOPTED, AND PASSED on this 30th day of November, 2016.

BOARD OF COUNTY COMMISSIONERS

T. WALTER JARAMILLO, CHAIRMAN

ROBERT ARMIJO, DISTRICT I

JACK MOLERES, DISTRICT III

PATRICK SIMPSON, DISTRICT IV

LLOYD F. FELIPE, DISTRICT V

ATTEST BY:

ELISA BRO, COUNTY CLERK



**CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION № 16-56**

WHEREAS, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Suite 50, Grants, NM 87020, on November 30, 2016 at 5:00 p.m. as required by law; and,

WHEREAS, the Cibola County Board of Commissioners is the duly elected governing body of Cibola County with the Authority for establishing a holiday schedule for County employees; and

WHEREAS, the Cibola County Board of Commissioners is further advised that these holidays coincide with the public schedule of national holidays and include traditionally observed holidays;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Cibola County Commission that it adopts the following Holiday Schedule for 2017 calendar year.

Monday, January 16, 2017 - Martin Luther King Jr Day
Monday, February 20, 2017 - Presidents Day
Friday, April 14, 2017 - Good Friday
Monday, May 29, 2017 - Memorial Day
Tuesday, July 4, 2017 - Independence Day
Monday, September 4, 2017 - Labor Day
Monday, October 9, 2017 - Columbus Day
Friday, November 10, 2017 - Veterans Day
Thursday, November 23, 2017 -Thanksgiving Day
Friday, November 24, 2017 -Thanksgiving Holiday
Friday, December 22, 2017 - Christmas Holiday
Monday, December 25, 2017 - Christmas Holiday
Friday, December 29, 2017 - New Year's Holiday
Monday, January 1, 2018 - New Year's Holiday

APPROVED, ADOPTED, AND PASSED on this 30th day of November, 2016.

Robert Armijo
Commissioner, District I

T. Walter Jaramillo, Chairman
Commissioner, District II

Jack Moleres
Commissioner, District III

Patrick Simpson
Commissioner, District IV

Lloyd Felipe
Commissioner, District V

Attest:

Lisa Bro
Cibola County Clerk

**AMENDED
JOINT POWERS AGREEMENT REORGANIZING
THE CIBOLA REGIONAL COMMUNICATIONS CENTER**

This joint powers agreement (JPA) entered into effective the _____ day of _____, 2016, by and among **Cibola County, New Mexico**, a political subdivision of the State of New Mexico (hereinafter referred to as "Cibola"), the **City of Grants, New Mexico**, a municipal corporation of the State of New Mexico, (hereinafter referred to as "City"), the **Village of Milan, New Mexico**, a municipal corporation of the State of New Mexico, (hereinafter referred to as "Village"), (collectively the "Parties" or individually a "Party" and is made pursuant to the provisions of 11-1-1 *et. seq.* NMSA 1978.

WHEREAS, 11-1-1 *et. seq.* NMSA 1978 (the JPA Act) provides that any county and any municipality may enter into agreements to cooperate and assist each other in exercising and performing any power, authority, duty or function legally invested in them;

WHEREAS, currently the County, the Village and the City jointly fund the Cibola Regional Communications Center (CRCC) for the purpose of receiving citizen emergency telephone calls and then so notifying their appropriate police, other emergency personnel pursuant to an existing joint powers agreement;

WHEREAS, the Parties hereto wish to amend this existing joint powers agreement ("Amended JPA") as set forth below;

WHEREAS, pursuant to the JPA Act, the County, the City and the Village wish to jointly exercise the power to so operate this regional center as permitted and allowed and further desire to enter into this JPA to so exercise this common power;

WHEREAS, the Parties recognize that in order to better implement Federal Homeland Security laws, regulations and requirements as well as improve operational efficiency and manage the daily operations, that the CRCC should be under the authority as well as be the responsibility of one jurisdiction, the fiscal agent, which is currently the County, who shall have control and supervision of all CRCC personnel in accordance with County personnel policies as well as the expenditure of all CRCC funds as appropriated by the Parties;

WHEREAS, the Parties also recognize that in order to better implement Federal Homeland Security laws, Regulations and requirements as well as improve operational efficiency that the CRCC should work in conjunction with the County's Emergency Management Coordinator who is a County employee;

WHEREAS, pursuant to the aforementioned statutes, the Parties hereunder may

appoint an Advisory Board ("Board") to assist in providing advice and counsel to the County and the CRCC Director; and

WHEREAS, the Parties wish to continue operation of the CRCC and redefine control of its administration and performance, as well as the financing of such system, and reconstitute the Board (as outlined below, section 5) for advisory purposes of the CRCC as set forth herein on behalf of the County, the City and the Village.

NOW, THEREFORE, all Parties having resolved to do so in meetings duly assembled and as required and in consideration of the foregoing and of the cooperation to be had between the Parties and the performance of the promises contained herein, the Parties hereto agree as follows:

- 1) Purpose. The purpose of this JPA is to establish the procedures and responsibilities for the joint and cooperative undertaking of the Parties in establishing and operating the CRCC for the Parties in their respective geographic areas and any surrounding area as they wish to include in accordance with applicable laws.
- 2) Commencement, Duration, Termination and Dissolution. This agreement shall commence on the date of approval by the New Mexico Secretary of Finance and Administration following its adoption and approval by the Parties herein, and shall continue for an indefinite period of time. However, at the end of each fiscal year, each of the Parties shall review this agreement and may determine whether they wish to continue in its operation. Any Party may terminate its participation in this agreement at any time by giving at least a 180-day notice of such intent to terminate to the other Parties. However, no Party may terminate its participation in this agreement if the effect of said termination would violate the provisions of agreements with third parties or cause or constitute a breach of any contract with third parties. In the event of termination by one of the three original Parties to this agreement, the remaining Parties may continue their participation and operation of the CRCC under this JPA. In the event of any such termination by one of the three original parties, any property originally belonging to such terminating party then provided and used by the CRCC shall remain the property of the CRCC.
- 3) Amendments. Any amendments to this agreement shall be effective only upon the mutual execution of an amending document and approval by the New Mexico Department of Finance and Administration.
- 4) Name. The project established by this agreement may be known as the Cibola Regional Communications Center or CRCC.
- 5) Board. There is hereby re-affirmed and continued the Board consisting of seven (7) members whose function shall be to carry out the purposes of this Agreement, as the same may be delegated to the CRCC in this agreement. The

board members shall consist of the following individuals: the Cibola County Sheriff, the President of the Cibola Rural and Municipal Fire Association, the City's Chief of Police, the City's Fire Chief, the Village's Chief of Police, the Village's Fire Chief and one (1) local citizen as appointed by the other six (6) members (who shall generally serve a two (2) year term but shall serve subject to the pleasure of the board and subject to renewal). Any member (except the citizen member) may designate an alternate from time to time. Pursuant to 11-1-6 NMSA 1978, members serving on the CRCC shall not be individually liable for any actions, inactions, or omissions of the CRCC, except to the extent as allowed by law. Decisions of the Board shall be by majority vote with a quorum of the Members present. A quorum shall be fifty-one percent (51%) of the members as currently then appointed.

- 6) Delegation of Authority for Operation, Regulation Control and Maintenance of Property, Facilities and Programs. The Parties hereby delegate to the County's CRCC Director supervision over the CRCC with the authority to control, maintain, manage, operate and regulate the communication system of the CRCC described herein, whether individually or jointly owned, as well as all related equipment and facilities. The Emergency Management Coordinator, a county employee, shall report to the County for purposes of operating, maintaining and regulating the communication system of the CRCC, especially with respect to the part CRCC plays with respect to implementing the County's and the Parties' Homeland Security functions. The CRCC Director shall report to the County for purposes of implementing the personnel policy for CRCC staff and employees including hiring, termination and discipline of any employees and/or staff. If the fiscal agent in conjunction with the Board determines that a PSAP (Public Safety Answering Point) manager is necessary in order to properly implement CRCC functions that individual will be an "at will" employee and report directly to the CRCC Director.
- 7) Interest of the Parties in Property, Facilities and Equipment. The furnishings, fixtures, equipment, capital improvements, and systems (including leased property) acquired by the CRCC shall be deemed the property of the Parties. Each Party shall own an undivided interest in the equipment and facilities as will so be acquired. Upon complete dissolution all equipment and facilities so acquired and not otherwise required to be returned or assigned shall be allocated among the Parties on the basis of the proportion to their total respective contributions as have been made pursuant to paragraph 8 hereof (except if one of the three original parties has withdrawn pursuant to Paragraph 2 hereof, such party's interest shall be limited to that property acquired or received prior to its withdrawal).
- 8) Financing and Budget. The County, the City, and the Village shall in the first year of operation under this Amended JPA each initially finance this joint and cooperative undertaking by the appropriation by each Party of funds for the

purpose of meeting the funding requirements of the Parties for the budgeted operating expense and in accordance with the following allocation:

City = 47.5% of the total
County = 47.5% of the total
Village = 5% of the total

This allocation will only take place for the remaining expenditures to efficiently run the Cibola Regional Communications Center after the Gross Receipt Tax contribution is collected for the fiscal year.

Such payments by the City and the Village to the County (as fiscal agent) shall be made in quarterly (4) installments based on actual monthly expenses. Future appropriations by the County, the City, and the Village, for this purpose, shall be made in accordance with a percentage of calls in each of the Party's jurisdiction and Party usage, and where appropriate budget and percentages to be agreed upon annually at a meeting of the Board called for such purpose on or about May 15 preceding the affected fiscal year and upon proper notice. In no event shall the Parties be assessed any additional fees thereafter in any fiscal year without the consent of all of the Parties.

- 9) Additional Sources of Funding. Each Party's financial obligation may be financed from any legal source, including by excise, sales, or other taxation allowed by law or by in-kind contributions. The CRCC is specifically authorized to receive and accept donations, gifts, contributions, or grants from any source, provided that they are used solely for permitted purposes under the terms of this JPA. In addition, the CRCC is specifically authorized to cooperate with any of the Parties, or any other agencies or officers of the State of New Mexico, or agencies or officers of the United States for authorizations from or through those agencies or officers for such additional funding.
- 10) Fiscal Agent. The Parties agree that the fiscal agent and lead agency for the CRCC shall be the County. However, the Parties may at their discretion at duly held meetings immediately prior to the start of each fiscal year, on July 1, agree by majority of the parties to appoint a different fiscal agent and lead agency. The Fiscal Agent shall be responsible for accounting and administration of all funds necessary to operate the CRCC and shall do so such as to provide for the strict accountability of all receipts and disbursements. As lead agency, the fiscal agent shall monitor the actions of the CRCC. The fiscal agent, if the County, shall also be responsible for supervising all the personnel of the CRCC and its employees and staff, including taking all actions necessary to implement the County's Personnel Policy. The Parties shall have the right to take corrective action at any time, including terminating this Amended JPA in accordance with the termination provisions, as herein provided, if they believe that the CRCC is not properly performing its duties.

- 11) CRCC Director: The County's CRCC Director shall be responsible for the day to day operations of the CRCC, particularly as they relate to implementing Federal regulations and requirements. He or she shall report to the County and the Board with respect to implementing all County Personnel Policies including the hiring, termination, disciplining and/or promotions of any CRCC employees and staff. The Emergency Management Coordinator shall assist with maintaining all Homeland Security Laws as well as radio licensing and maintenance of communications. In the event of a major incident the Emergency Management Coordinator shall handle all operational plans for the incident emergency command center.
- 12) Board. The function of the Board is to 1) annually review and approve the amount of funding as well as the funding formula for each of the Parties for the upcoming fiscal year; 2) annually review and approve the budget for the upcoming fiscal year; and 3) meet as often as it determines necessary to provide advice and counsel to the County and the CRCC Director regarding the proper functioning of the CRCC so that it may better serve the residents of the Parties, the entities and organizations represented by the Board members and meet its obligations under Federal Homeland Security laws, regulations and requirements.
- 13) Board Meetings. The Board shall in its sole discretion meet as often as it deems necessary however, it shall meet at least once a year on or before May 30th, to review and approve the funding amount, formula and the budget.
- 14) Reserve Funds. The County is authorized to acquire and maintain reserve funds for CRCC operations. Upon dissolution of the CRCC, any funds remaining and unobligated shall be divided among the Parties in the proportion to their total respective contributions theretofore.
- 15) Fiscal Year. The fiscal year of the CRCC shall be July 1st to June 30th of the following year. The CRCC shall prepare and submit its proposed budget, together with its proposed operating plan, to the Parties not later than May 5th of each year. The operating plan shall be sufficiently detailed as to the nature and extent of any major new management decisions, proposed capital projects or expenditures, and personnel hiring. All Parties to this Agreement must approve the budget inclusive of the parties' contributions for that budget year. Upon approval of the budget by the parties, the CRCC shall not be required to seek subsequent approval of expenditures from these agencies. The CRCC will then provide the Parties with reports detailing its activities and expenditures on a quarterly basis.
- 16) Method of Operation. The Parties agree that, in the interest of efficiency and in order to avoid unnecessary redundancies and make optimal use of established fiscal, personnel, insurance and other arrangements, the CRCC and its

departments shall operate utilizing the County's personnel policies, fiscal management and auditing, retirement and health and medical insurance, and casualty and personal liability insurance. All costs incurred by the County on behalf of the CRCC shall be paid from the CRCC budget. The approved CRCC budget shall be administered as a part of the County's budget, and the County shall be responsible for performing all required audits and reporting to appropriate agencies for the fiscal year as approved.

- 17) CRCC Management. Within the foregoing constraints, the control, management, supervision, operation, and regulation of the system and facilities shall be under the administration of the County and the CRCC Director. No new obligations to engage in the management, control, maintenance, or supervision of property, facilities or programs may be delegated to the CRCC by a party, or assumed by the CRCC, without the approval of all Parties to this Agreement.
- 18) Agents and Employees. The CRCC shall, under County supervision and with County approval, in accordance with its carrying out the purposes, duties and functions as set forth herein, have the authority to contract with organizations providing services, funding or facilities needed to carry out the purposes of this Agreement. All contracts with such organizations shall be approved, in advance, by the County with, where advisable, the advice and consent of the Board. The County shall be responsible for all personnel issues. The CRCC staff shall report to the CRCC Director. The CRCC Director shall report to the County. The CRCC Director shall report to the County Emergency Manager for FCC and Homeland Security regulations. The hiring, dismissal and management of CRCC employees shall be under the purview of the fiscal agent, pursuant to applicable policies and procedures of the County.
- 19) Prior Agreements. This agreement, while intended to memorialize prior arrangements, shall supersede any and all prior agreements by and among the Parties with respect to the Grants-Cibola County Joint Powers Communication Center, and all such prior agreements, arrangements and understandings are hereby rescinded and rendered null and void hereafter. This Agreement contains the entire agreement between the Parties concerning the joint and cooperative establishment, management, and operation of the Cibola Regional Communications Center (CRCC).
- 20) Notice. Notice as need be given to the Parties shall be by regular mail mailed at least five (5) days in advance of a meeting or action to the Parties at their respective addresses which are as follows: County: County Manager, Cibola County, 515 West High Street, Grants, New Mexico 87020. City: City Manager, City of Grants, P. O. Box 879, Grants, New Mexico 87020. Village: Village Manager, Village of Milan, P. O. Box 2727, Milan, New Mexico 87021.
- 21) Liability. Each of the Parties shall be solely responsible for fiscal or other

sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of this JPA. Each Party shall be liable for its acts or failure to act in accordance with this JPA, subject to the immunities and limitations of the New Mexico Tort Claims Act and other applicable law.

- 22) Headings. The section headings are for convenience of reference only and shall not otherwise affect the meaning hereof.
- 23) Amendment. This JPA shall not be altered, changed or amended except by instrument in writing executed by the Parties and approved by the Department of Finance and Administration.
- 24) Appropriations. Performance of this JPA is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature to the extent so required.
- 25) Governing Law. This JPA shall be governed by and construed according to the law of the State of New Mexico.
- 26) Department of Finance and Administration Approval. This JPA shall be of no force and effect until approved in writing by the Department of Finance and Administration for the State of New Mexico.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on behalf of the Parties hereto, to be effective as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF CIBOLA COUNTY, NEW MEXICO

By: _____

Walter Jaramillo
Chairman

Date: _____

ATTEST:

County Clerk

CITY OF GRANTS, NEW MEXICO

By: _____

Martin Hicks
Mayor

Date: _____

ATTEST:

City Clerk

VILLAGE OF MILAN, NEW MEXICO

By: _____

George Knotts
Mayor

Date: _____

ATTEST:

Village Clerk

Approved:

ADMINISTRATION

DEPARTMENT OF FINANCE AND

By: _____

Date: _____

Cibola County DWI Compliance Program

Cibola County Commission

Walter Jaramillo, Chairman
Pat Simpson, 1st Vice Chair
Lloyd Felipe, 2nd Vice Chair
Robert Armijo, Commissioner
Jack Moleres, Commissioner

515 W. High St.
Suite C
Grants, NM 87020
Josephine Vaisa,
Coordinator
(505) 285-2585
(505) 287-5581



County Manager
Tony Boyd

POLICY: CLIENT COMMUNICATION AND FRATERNIZATION

1. All DWI/Compliance Staff will communicate with all clients based on principles built of fairness and honesty and will maintain the highest standards of ethical conduct and personal integrity. In general, the use of good judgment, based on high ethical principles, will guide you regarding acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor, the DWI Coordinator, for advice and consultation.
2. Communication with clients via personal cell phones, after business hours, on Facebook/private messaging are prohibited by the CO.
3. All communication with clients will be done in a fair and professional manner, with the intent to realize success, not just punishment.
4. All interaction between CO and clients will be done with doors open whether they are male or female. If a family member is present with the client and they are requesting closed doors, honor that but document meeting in client file.
5. Preventionist will meet with clients after 3:00. If a parent is present and requesting privacy due to juvenile case, honor that.
6. Any meetings/collaboration with other agencies with Compliance Officers/Preventionist regarding Program shall be communicated to the Coordinator. This includes District Attorneys, CYFD, JPPO, the Judges, JJAC, OSAP, the schools, etc.
7. Upon receiving a supervision assignment, or if an issue arises during supervision, the CO shall alert the Coordinator if there exists, or has existed, personal interaction or relationship, whether positive or negative, with the client or close family member that may give the appearance of impropriety if the Co should supervise, or continue to supervise, the client.
8. Staff can be empathetic to each client's situation. However, consistency and professionalism must be maintained and the J & S or COR followed, despite the client's circumstances.
9. The DWI Coordinator may request at any time a client file for auditing purposes.
10. Clients will not be pressured into signing a Client Admission Form. Any freely given admission must also be accompanied by a positive test result.
11. If there are any questions concerning issues with any client the CO/Preventionist must meet with the Coordinator and should be resolved with the ***CO/Preventionist and the Coordinator***. While suggestions and collaboration is welcome and

appreciated from District Attorneys, there should not be exclusion by CO to the Coordinator regarding decisions or suggestions made with the CO and District Attorneys. The Cibola County Compliance has their own guidelines and the program should follow those guidelines and not let outside agencies dictate the functioning of our program.

12. Before communication with an entity outside the judicial system, CO's must secure a medical release if the information concerns mental or physical health. The client should specifically identify entities with whom the CO may share information, with the exception of mandatory reporting.
13. CO's will resolve disagreements internally, to the greatest extent possible so as to avoid discrediting one another or undermining the program's ultimate goals and objectives.

Cibola County DWI Program

Cibola County Commission

Walter Jaramillo, Chairman
Pat Simpson, 1st Vice Chair
Lloyd Felipe, 2nd Vice Chair
Robert Armijo, Commissioner
Jack Moleres, Commissioner

515 W. High St.
Suite C
Grants, NM 87020
Josephine Vaisa,
Coordinator
(505) 285-2585
(505) 287-5581



County Manager
Tony Boyd

POLICY: FILE MANAGEMENT

1. Complete and accurate records must be kept on each client.
2. Files need to routinely be reviewed to insure they reflect court records and your records.
3. Monthly reports need to be submitted to the Coordinator to include active cases, closed cases, affidavits filed, those on bench warrant status, clients in custody, what clients have outstanding balances, the amount that is outstanding and the time frame they have been outstanding.
4. Clients at a minimum will have at least one office interview with their Compliance Officer each month. For those clients that only check in monthly it is the responsibility of the CO to make sure you and the client have a scheduled day to meet.
5. Files need to be kept in order and legible. All fee's need to be documented as they are accumulated, to include monthly fees, SCRAM fees and UA fees.
6. Coordinator will be designing an internal audit check list to be utilized with each file. This audit check list will be mandated for each client file.
7. No files, either closed out or current, are to leave the premises.
8. Information pertaining to client files is not to be shared unless there is a Release of Information signed by the client and in the client file. This includes other agencies requesting information as well.
9. Affidavits need to be reviewed by the Coordinator prior to taking them to the designated court.
10. Upon a client attorneys request for file information, only release the information related to the violation. ***The request must be submitted with an Authorization of Release of Information by the client and that is the duty of the attorney to obtain.***

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**County Manager
Tony Boyd**

POLICY: OFFICE PROCEDURES

1. Work hours are from 8:00 to 5:00 Monday through Friday with an hour lunch. If schedules need to be adjusted so as not to exceed a forty (40) hour work week, CO's must work with the Coordinator to adjust the schedule for that week or receive explicit, written permission to work overtime.
2. If you are going to be tardy or miss work, contact the Coordinator.
3. The Coordinator should be apprised of when CO's will be out of the office, even to courts or other county offices. This may be done via email, the submission of daily or weekly calendars, by cell phone, or by sign-in and sign-out sheets or boards. Time off must be requested or approved if CO's plan to be out of the office for reasons unrelated to work.
4. Office doors should remain unlocked. Duplicate keys shall not be made without authorization.
5. Routine appointments or days off should be avoided on days that court dockets are busy.
6. Clients should see their own CO's whenever possible.
7. The dress code contained within the County's personnel policies must be followed, keeping in mind that staff routinely interacts with the public, the courts, and clients.
8. Telephone use is prohibited during staff meetings, meetings with supervisor(s), in court, and with clients unless the call is emergent or directly related to the meeting or matter at hand.
9. Persons who are not county employees, do not have legitimate business with the program, or who do not have an appointment should not be allowed past lobby without the Coordinator's approval so as to protect client privacy and information.
10. DWI/Compliance Program staff are representatives of Cibola County, and while on duty should maintain respect for our shared space, for co-workers, for visitors and for our clients. Clients should be communicated with privately and communication with others should be respectful and professional.

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Tony Boyd**

POLICY: CHAIN OF COMMAND

The Chain of Command will be utilized within the Cibola County DWI/Compliance Department. Employees must first discuss his or her concerns with their immediate supervisor, the DWI/Compliance Coordinator. In order to maintain open communication between County and its employees and to ensure that employees' general working concerns and conflicts are addressed quickly and efficiently, the County will utilize the chain of command protocol.

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POLICY: ADMINISTERING URINALYSIS TESTING

1. Clients will be given random drug screens.
2. Clients should be observed by either their assigned CO, another available CO, or law enforcement when available. The observer must be the same gender as the client. Observations should include accompanying the client to the restroom in order to prevent tampering or discrepancies with the sample.
3. All drug screen results will be verified by a second Compliance Officer or the Coordinator, even if a law enforcement officer is present.
4. The sample submitted by the client will not leave the sight of the Compliance Officer or the client once submitted until it is sealed.
5. If the client is on the program for DWI then all tests in which the drug of choice is alcohol must be sent to the lab for confirmation. However, they must be randomly tested for all drugs.
6. Any positive drug screens that are going to be submitted for violation or a status hearing must go to the lab for confirmation.
7. If any Judge requests a drug screen in court for a defendant that is on the program or that is being considered for our program, once that test has been submitted, it must be sent to the lab for confirmation.
8. Disposal of UA cups must be disposed of in this office in the Bio-hazard bin. The sample is not to be disposed of in any other area.
9. Clients are not to be given advance notice by their Compliance Officer or any other staff of an upcoming drug screen or that they will be observed by law enforcement.
10. If any client attempts to bring in an altered UA either on their person or in their body cavities and you are aware of it you must report it to the Coordinator immediately, log it in their file and submit that incident to the assigned Judge in the form of an affidavit.
11. The DWI Coordinator may at any time conduct a UA on any client at her discretion.
12. If the lab results on an alcohol confirmation results in the ETS being below 200, you will address the possibility of alcohol consumption with the client. You will not file an affidavit. However, advise the client if there is another positive alcohol consumption (below 200 ETS) it will result in a violation. **DO NOT SHARE THE ETS LEVEL INFORMATION WITH YOUR CLIENTS!!**

Hello Michael,

A few weeks ago, Jim Ciampaglio sent you an email announcing the significant growth at Securus recently. Here are some specifics about what that growth means for New Mexico!

We have a full Texas Team ready to support you and regularly communicate with you. Along with the current Client Management Team and Field Technicians that you are working with, I'm pleased to introduce the core team members that will be your main points of contact:

Account Manager:

Lindsay Babenco

Lindsay will be handling our current customers in Texas and will be your Account Manager moving forward. He is a 6 yr. veteran of Securus and his professional experience includes business development and project management in the Construction and Human Resource industries.

Account Executive:

Sue O'Dea

Sue O'Dea is Texas's Account Executive, and is responsible for ensuring each of our prospective clients knows what solutions are available that best matches their needs. Also, she has over 20 years of experience in public sector technology sales, including public safety, municipalities/counties, K-12 and higher education.

Director of Account Management:

Brian Gunter

Brian is Securus' Director of Account Management and is responsible for leading the Account Management team and ensuring each of our existing customers needs are being met. Brian has over 12 years in the technology field, in both the government and private sectors, and is here if you need additional support.

Director of Account Executives:

Paul Alfano

Paul is Securus' Director of Account Executives. He leads the Account Executive team and works with them to make sure our prospective customers have all the information they need on Securus and our solutions, to make an informed decision. Paul has 12 years of experience in the Product, Services, and Software field for both government and the private sector.

Vice President of Sales:

Jim Ciampaglio

Jim is the Vice President of Sales at Securus. He leads both the Account Executive team and the Account Management teams, creating a culture for success within the organization and with Securus prospects and customers. Jim emphasizes the importance of having a high-level of customer satisfaction before, during and after the partnership has formed. Jim has over 20 years of technology and leadership experience.

For your convenience, I have attached a PDF that has everyone's contact information on it, so you can reach any of us at any time!

Email introductions are always nice, but meeting in person is even better! Please join us for a group tour of our world-class Technology Center in Dallas on December 8th. We will take care of all the expenses (no out-of-pocket cost to you). We would love to meet you in person and demonstrate the

innovative solutions Securus offers. Space is limited, so please let me know if you would be interested in joining us.

Kindest Regards,

Sue O'Dea

Sr. Account Executive

Securus Technologies, Inc.

14651 Dallas Parkway, Suite 600

Dallas, Texas 75254-8815

Office: (469) 540-3439

SecurusTechnologies.com


2015 ANNUAL SHOP WITH THE COPS PROGRAM



The Cibola County Sheriff's Office and Grants Police Department are seeking donations for the Annual "**Shop with a Cop**" Program. This Program was established in 2001 and since then has helped underprivileged children and families in the local community. This event allows children selected by the school system to receive a gift card, be picked up at the school by a local Law Enforcement officer and transported to the local Wal-Mart in a police vehicle, where they will be allowed to purchase whatever they wish. The officer will stay with the child to assist them as they shop. After shopping the children they will be treated to a lunch with the officer and then returned to their prospective schools. Engaging community leaders and business owners is always one of our goals. If you chose to support this effort, donations of cash or check, should be made out to the (Cibola County Sheriff's Office "Shop with a Cop" Program). You may confirm your cash or check donations by contacting Sheriff Tony Mace or Executive Assistant Deanna Salazar at the below listed phone numbers. Any amount you can donate will be greatly appreciated, and all proceeds will go directly to this program only in the form of the above described gift card for the children.

Thank you in advance for your willingness to support the efforts of the Cibola County Sheriff's Office and Grants Police Department in making a difference in our community.

Sincerely,


Cibola County Sheriff
Tony Mace

Should you have any questions, please feel free to contact Sheriff Tony Mace at (505) 876-2041, or Executive Assistant Deanna Salazar at (505) 876-2053.

La Jara Sub-Division

1.4 miles, 23 ft. wide, 6 inch base

Base Course

4,723 Tons of Base Course @ \$19.00 per ton.

$1,760 \times \$19.00 = \$89,737.00$

$\$89,737.00 \times 7.875 \% \text{ tax} = \$7,066.79$

$\$89,737.00 + \$7,066.79 = \underline{\$96,803.79 \text{ (Estimated Total)}}$

Culverts

20 – 24" x 30' @ \$14.47 per ft.

$\$14.47 \times 30' = \$434.10 \text{ per culvert}$

$\$434.10 \times 20 = \underline{\$8,682.00}$

\$ 96,803.79

\$ 15,792.55

\$ 1,224.14

5 – 24" X 20' @ \$14.47 per ft.

$\$14.47 \times 20' = \$289.40 \text{ per culvert}$

$\$289.40 \times 5 = \underline{\$1,447.00}$

\$113,820.48 (Grand Total)

10 – 36" x 20' @ \$22.08 per ft.

$\$22.08 \times 20' = \$441.60 \text{ per culvert}$

$\$441.60 \times 10 = \underline{\$4,416.00}$

Bands

4 – 24" @ \$15.91 ea. = \$63.64

5 – 36" @ \$25.00 ea. = \$125.00

$\$14,733.64 \text{ (Estimated Total)} \times 7.187\% \text{ (Tax)} = \$1,058.91$

$\$14,733.64 + \$1,058.91 = \$15,792.55$

Signs

4 – Stop Signs @ \$56.25 ea. = \$225.00

6 – 25 MPH @ \$45.00 ea. = \$270.00

2 – Right Arrow @ \$56.25 = \$112.50

2 – Left Arrow @ \$56.25 = \$112.50

\$1,224.14 (Estimated Total)

Hardware

14 – Posts @ \$20.00 ea. = \$280.00

14 – Anchors @ \$8.09 ea. = \$113.26

14 – Straps @ \$5.32 ea. = \$74.48

28 – Vandal Guard Bolts @ \$0.45 ea. = \$12.60

28 – Vandal Guard Nuts @ \$0.85 ea. = \$23.80