

# **CIBOLA COUNTY BOARD OF COMMISSIONERS**

Jack Molerés  
Chairman

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

Robert Windhorst  
2<sup>nd</sup> Vice Chairman

Daniel Torrez  
Commissioner

Martha Garcia  
Commissioner

**Regular Meeting  
January 26, 2017 at 5:00 p.m.  
Cibola County Commission Chamber  
700 East Roosevelt Ave, Suite 50**

1. **Public Hearing for Comment on:**
  - a. Ordinance 2017- Property Tax Rebate Ordinance for Low Income Taxpayers per NMSA 1978, § 7-2-14.3 (G) (2003)
2. **Call to Order**
3. **Roll Call**
4. **Pledge of Allegiance**
5. **Prayer**
6. **Approval of Agenda**
7. **Consent Agenda - Action May Be Taken**
  - a. December 21, 2016 Regular Meeting
  - b. January 5, Special Meeting
  - c. Consideration of Resolution 17-08, A Resolution Establishing A Local Relocation, Residential Anti-Displacement, And Relocation Assistance Plan And Certification (Housing And Community Development Act, CDBG)
  - d. Consideration of Resolution 17-09, A Resolution Establishing A Citizen Participation Plan
  - e. Consideration of Resolution 17-10, A Resolution Establishing A Section 3 Plan
  - f. Consideration of Resolution 17-11, Fair Housing
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. **Presentation**
  - a. Nextera
  - b. Sheriff Tony Mace

## **10. 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.

### **11. 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
- b. Consideration of Contract
  - a) Global Contract
  - b) Future Foundations After School Program

### **12. New Business-Action May Be Taken**

- a. Consideration of Resolution 17-04, Restructure of the Cibola County Commission
- b. Consideration of Resolution 17-07, Fiscal Year 2017 BUDGET ADJUSTMENT No. 2
- c. Consideration of Resolution 17-12, Maintained Mileage of County Roadways
- d. Consideration of Resolution 17-13, Inspection of Public Records Act
- e. Consideration of Resolution 17-14, Approving the Title VI Program
- f. Consideration of Resolution 17-15, Chief Deputy Pay
- g. Consideration of Resolution 17-16, Roberts Rules of Order
- h. Consideration of Resolution 17-17, NextEra Inducement
- i. Consideration of Delivery of Notice to Cibola Hospital, County Assessor, and Grants Cibola County School District Regarding Counties Consideration of the Bond Ordinance
- j. Consideration of Ordinance 17-01 Property Tax Rebate Ordinance for Low Income Taxpayers per NMSA 1978, § 7-2-14.3 (G) (2003)
- k. Consideration of Tony Mace to attend Annual Training and Business Conference March 5 - March 9, 2017 Peppermill Hotel & Casino, 2707 S. Virginia Street, Reno, NV 89502
- l. Consideration of Bid from Midwest Fire Luverne, MN in the amount of \$210,312.00
- m. Appointment of Two Members to NWNMRSWA
- n. Appointment of Two Members to NWNMCOG
- o. Appointment of Two Members to Future Foundation Family Center
- p. Appointment of Two Members to JJAC
- q. Appointment of Two Members to Economic Development
- r. Appointment of Two Members to Cibola General Hospital Board
- s. Appointment of Two Members to Transit Authority

### **13. Manager's Report**

### **14. Comments**

- a. Staff
- b. Commissioners

### **15. Announcements**

The next Regular Commission Meeting will be held on Thursday, February 23, 2017 at 5:00 p.m. immediately following the Board of Finance Meeting in the Cibola County Commission Chamber Room, 700 East Roosevelt Ave, Suite 50

### **16. Adjournment**



## **Cibola County Ordinance 17-01 Property Tax Rebate Benefiting Low-Income Taxpayers**

### **PREAMBLE**

**WHEREAS**, NMSA 1978, § 7-2-14.3 (G) (2003) requires that the Board of County Commissioners of each County consider every odd-numbered year whether to pass an Ordinance rebating part of the property tax due from low-income taxpayers; and

**WHEREAS**, NMSA 1978, § 7-2-14.3 (I) (2003), were this Ordinance to be passed, the County would be required to pay the amount of the loss of income tax revenue to the state for the previous taxable year attributable to the allowance of property tax rebates to taxpayers of Cibola County; and

**WHEREAS**, the potential for loss to the County by virtue of it having to pay the State the amount of the loss of income tax revenue attributable to the allowance of property tax rebates to the taxpayers of Cibola County would be significant and the harm substantial provided the County's very limited resources.

**NOW THEREFORE, BE IT ORDAINED** that the Board of County Commissioners of the County of Cibola adopts the Cibola County Property Tax Rebate Benefiting Low-Income Property Taxpayers Ordinance, as follows:

#### **ARTICLE I. SHORT TITLE.**

This Ordinance shall be referred to as the Cibola County Property Tax Rebate Benefiting Low-Income Property Taxpayers Ordinance.

#### **ARTICLE II. DEFINITIONS.**

For the purposes of this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***Property Tax Liability.*** The amount of property tax resulting from the imposition of the county and municipal property tax operating impositions on the net taxable value of the taxpayer's principal place of residence calculated for the year for which the rebate is claimed.

***Principal Place of Residence.*** The dwelling owned and occupied by the taxpayer and so much of the land surrounding it, not to exceed five acres, as is reasonably necessary for use of the dwelling as a home and may consist of a part of a multidwelling or a multipurpose building and a part of the land upon which it is built.

**ARTICLE III. GENERAL PROVISIONS.**

A. The tax rebate provided by this Ordinance may be claimed for the taxable year for which the return is filed by an individual who:

- (1) has his principal place of residence in Cibola County;
- (2) is not a dependent of another individual;
- (3) files a return; and
- (4) incurred a property tax liability on his principal place of residence in the taxable year.

B. The tax rebate provided by this section shall be allowed for any individual eligible to claim the refund pursuant to Subsection A of Article III of this Ordinance and who:

- (1) was not an inmate of a public institution for more than six months during the taxable year;
- (2) was physically present in New Mexico for at least six months during the taxable year for which the rebate is claimed; and
- (3) is eligible for the rebate as a low-income property taxpayer in accordance with the provisions of Subsection D of Article III of this Ordinance.

C. A husband and wife who file separate returns for the taxable year in which they could have filed a joint return may each claim only one-half of the tax rebate that would have been allowed on the joint return.

D. The tax rebate provided in this section is as specified in the following table:

LOW-INCOME TAXPAYER'S PROPERTY TAX REBATE TABLE		
Taxpayer's Modified Gross Income Property Tax Rebate		
Over	But Not Over	
\$ 0	\$ 8,000	75% of property tax liability
8,000	10,000	70% of property tax liability
10,000	12,000	65% of property tax liability
12,000	14,000	60% of property tax liability
14,000	16,000	55% of property tax liability
16,000	18,000	50% of property tax liability
18,000	20,000	45% of property tax liability
20,000	22,000	40% of property tax liability
22,000	24,000	35% of property tax liability.

E. If a taxpayer's modified gross income is zero, the taxpayer may claim a tax rebate in the amount shown in the first row of the table. The tax rebate provided for in this section shall not



exceed three hundred fifty dollars (\$350) per return and, if a return is filed separately that could have been filed jointly, the tax rebate shall not exceed one hundred seventy-five dollars (\$175). No tax rebate shall be allowed any taxpayer whose modified gross income exceeds twenty-four thousand dollars (\$24,000).

F. The tax rebate provided for in this section may be deducted from the taxpayer's New Mexico income tax liability for the taxable year. If the tax rebate exceeds the taxpayer's income tax liability, the excess shall be refunded to the taxpayer.

G. No later than December 31 of the year immediately following the first year in which the low-income taxpayer property tax rebate provided in the Income Tax Act is in effect for Cibola County, and no later than December 31 of each year thereafter in which the tax rebate is in effect, the Taxation and Revenue Department shall certify to Cibola County the amount of the loss of income tax revenue to the state for the previous taxable year attributable to the allowance of property tax rebates to taxpayers of Cibola County. The County shall promptly pay the amount certified to the department. If Cibola County fails to pay the amount certified within thirty days of the date of certification, the department may enforce collection of the amount by action against the county and may withhold from any revenue distribution to the county, not dedicated or pledged, amounts up to the amount certified.

**APPROVED, ADOPTED, AND PASSED** on this 26<sup>th</sup> day of January, 2017.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
JACK MOLERES, CHAIRMAN

\_\_\_\_\_  
ROBERT ARMIJO, 1<sup>ST</sup> VICE CHAIRMAN

\_\_\_\_\_  
ROBERT WINDHORST, 2<sup>ND</sup> VICE CHAIRMAN

\_\_\_\_\_  
MARTHA GARCIA, COMMISSIONER

\_\_\_\_\_  
DANIEL TORREZ, COMMISSIONER

ATTEST BY:

\_\_\_\_\_  
MICHELLE E. DOMINGUEZ, COUNTY CLERK

***Cibola County Commission***  
**Regular Meeting**  
**Wednesday December 21, 2016**

The Cibola County Commission held a Regular Meeting on Wednesday December 21, 2016 at 6:06 pm in the Cibola County Commission Center.

**Elected Officials Present Staff**

T. Walter Jaramillo, Chairman  
Robert Armijo, 1<sup>st</sup> Vice Chairman  
Jack Moleres, 2<sup>nd</sup> Vice Chairman  
Patrick Simpson, Commissioner  
Lloyd Felipe, Commissioner

Tony Boyd, County Manager  
Joseph Sanders, Financial Analyst  
Elisa Bro, County Clerk  
Doreen Esparza, Recording/Filing Clerk

1. **Public Hearing for Comment on:**
  - a. Personnel Policy Ordinance

2. **CALL TO ORDER**

Chairman Jaramillo called the meeting to Order at 6:06 pm.

3. **ROLL CALL**

Chairman Jaramillo does roll call 5-5 Commissioners in attendance.

4. **Pledge of Allegiance**

Recited by all

5. **Prayer**

Manager Tony Boyd led us in prayer

6. **Approval of Agenda**

Motion to approve the agenda made by 1<sup>st</sup> Vice Chairman Armijo, seconded by 2<sup>nd</sup> Vice Chairman Moleres, 5-5 Affirmative.

## **7. Approval of Minutes**

### **a. November 21, 2016 Special Meeting**

Motion to approve made by 1<sup>st</sup> Vice Chairman Armijo, seconded by 2<sup>nd</sup> Vice Chairman Moleres, Commissioner Felipe abstained 5-4 Affirmative.

### **b. November 30, 2016 Regular Commission Meeting**

Motion to approve made by 1<sup>st</sup> Vice Chairman Armijo, seconded by Commissioner Felipe 5-5 Affirmative.

### **c. December 5, 2016 Special Meeting**

Motion to approve made by 1<sup>st</sup> Vice Chairman Armijo, seconded by 2<sup>nd</sup> Vice Chairman Moleres, Commissioner Felipe abstained 5-4 Affirmative.

## **8. Reports**

### **a. Monthly Sheriff's Department Activity Report**

Sheriff Tony Mace stated that they had 10 child abuse cases going from neglect to sexual allocations. And the K-9 unit had 3 traffic stops that resulted with 2.3 grams of methamphetamines about 2 grams of marijuana and recovered two stolen vehicles. Also they were able to arrest an individual on three different warrants that had stolen Ids and passports and credit cards. And had issued 30 citations and received six arrest warrants and all six warrants were served. Continued to investigate on going cases. And also completed their eight hours of monthly training.

### **b. Monthly Detention Report**

Michael Dodds stated that they have \$222,419.39 Revenue collected for the month of November 2016. And \$135,031.87 paying for November 2016. And spent \$232,227.50 for Non paying. Juvenile care paid for November was \$6,429.03.

a) PREA – No PREA report for the month of November.

### **c. Monthly Road Department Report**

Gary Porter stated that they have did very little blading due to other projects. And have done culvert cleaning, tree trimming and speed bumps.

d. County Complex Remodel Expense Report

Manager Tony Boyd stated that the beginning balance was \$5,835,735.47, total activity was \$ 1,107,678.34 and ending balance was \$ 6,943,413.81. And ending enc. balance was \$1,776,016.41. And also mentioned about the Bonds which was brought up last month. Manager Tony Boyd stated that the Bonds were put into an escrow account for refinancing purposes and it was \$13,415,297.45 and out of that they had to put them into escrow and reserve accounts were \$742,400 and cost of issuance was \$272,897.45 and what was left was 12.4 million.

**9. Public Comment**

Harry Garcia invited the Commissioner's and County Manager and all Elected Officials for a gathering at La Ventana on December 28, 2016 from 12:00 to 2:00 p.m.

City Mayor Modey Hicks stated to the Commissioners and Chairman that he talked to Dr. Karl Gutierrez and that they cannot sell the Hospital to non-profits it has to be done by an ordinance. And they have to have a public hearing.

Ronny Pynes stated that the Hospital ownership is connected with the County with a label only. And wants the Hospital to stay local.

Eileen Yarbrough wanted to invite the Chairman and the Commissioners and Staff to the 2<sup>nd</sup> Graduation of Solo works program on December 22, 2016 at 1:00 p.m. and on Friday January 13, 2016 they will have the Open House at 9:00 a.m. to 12:00 p.m. and Ribbon cutting at 10:00 a.m. and Legislative Dinner Tuesday February 28, 2017. And Cibola County Day at the Legislature is Wednesday March 1, 2017.

**10. Presentations**

a. Future Foundations Highlights- Sherri Kachirisky

Sherri stated to the Chairman and Commissioners that the After School Program started on August 11<sup>th</sup> and they have 186 students registered with a daily attendance of about 90. The program consist of Art, Cooking, Fitness and Sports, Gardening, Earth Club and homework help/tutoring. They also have Bouncing Baby Boogie Class for Babies and Parents every Wednesday. And have added a new hoop house and also expanded their raised garden beds. They have vegetables growing in the new hoop house and the after school children have learned a lot about gardening and cooking with fresh produce.



### **11. Unfinished Business – Action May Be Taken**

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

Motion to table made by 1<sup>st</sup> Vice Chairman Armijo, seconded by 2nd Vice Chairman Moleres 5-5 Affirmative.

### **12. New Business –Action May Be Taken**

- a. Consideration of Resolution 16-53 CDBG Resolution to Government Body

Motion to accept made by 1<sup>st</sup> Vice Chairman Armijo, seconded by Commissioner Felipe 5-5 Affirmative.

- b. Consideration of Approval of Personnel Policy Ordinance

Skip Item B. Tabled

- c. Consideration of Contract

- a) Global Contract

Motion to extend contract for 60 days made by Commissioner Felipe, seconded by 1<sup>st</sup> Vice Chairman Armijo, 5-5 Affirmative.

- b) Termination of Future Foundations

Motion to give 30 day notice made by 2<sup>nd</sup> Vice Chairman Moleres, seconded by 1<sup>st</sup> Vice Chairman Armijo, 5-5 Affirmative.

### **13. Manager's Report**

County Manager Tony Boyd gave an update on the El Morro Ranches Fire Department he has received drawings from WH Pacific for the Electrical Propane drawings. And the shooting range is that the 45 day commit period should be coming to a close within the next few weeks and then they will be review it then in January to mid-February they will start working on the appraisal.

#### **14. Comments**

##### **a. Staff**

Elisa Bro wanted to thank everyone who voted her in for the eight years that she has served and thanked everyone for supporting her.

##### **b. Commissioners**

Chairman T. Walter Jaramillo wanted to thank Manager Tony Boyd for his hard work and thanked all of the Commissioners and staff.

1<sup>st</sup> Vice Chairman Armijo said that he has learned a lot and wanted to thank the Commissioners and Chairman for that.

2<sup>nd</sup> Vice Chairman Moleres wanted to thank the Chairman and Commissioners for all the help and appreciates everything.

Commissioners Felipe wanted to thank everyone who voted for him and believes that he has accomplished a lot.

Commissioner Simpson said that he has had a lot of fun and has full confidence and is proud to see Robert Windhorst coming in as his replacement.

#### **15. Executive Closed Session**

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

a) Litigation – Acoma v. Assessor and Treasurer

No votes or discussion.

-Motion and roll call vote to go into Executive Session for the state reasons

Motion to go into Executive Session made by 1<sup>st</sup> Vice Chairman Armijo, seconded by Commissioner Felipe 5-5 Affirmative.

-Board meets in closed session

-Motion and vote to go back into regular session

Motion to come out of Executive Session made by 1<sup>st</sup> Vice Chairman Armijo, seconded by 2<sup>nd</sup> Vice Chairman Moleres at 9:12 p.m. 5-5 Affirmative.

-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

**16. Action Item**

a. Approval of settlement agreement with Acoma Pueblo

Motion made by Commissioner Felipe, seconded by 1<sup>st</sup> Vice Chairman Armijo  
Commissioner Simpson voted no all others yes 3-1 Affirmative.

**17. Announcements**

The next Regular Commission Meeting will be held on Thursday, January 26, 2017 at 5:00 p.m. immediately following the Board of Finance Meeting in the Cibola County Commission Chamber Room, 700 East Roosevelt Ave, Suite 50

≥The Swearing in Ceremony will be held on Wednesday, December 28, 2016 at 10:00 a.m.

≥The Grand Opening will be on Friday, January 6, 2017 at 10:00 a.m.

**18. Adjournment**

Motion to adjourn made by 1<sup>st</sup> Vice Chairman Armijo, seconded by Commissioner Felipe at 9:20 p.m. 5-5 Affirmative.

***Cibola County Commission***  
**Special Meeting**  
**Thursday January 5, 2017**

The Cibola County Commission held a Special Meeting on Thursday January 5, 2017 at 5:00 pm in the Cibola County Commission Chamber

**Elected Officials Present Staff**

Robert Armijo, Commissioner  
Jack Moleres, Commissioner  
Daniel Torrez, Commissioner  
Robert Windhorst, Commissioner  
Martha Garcia, Commissioner

Tony Boyd, Manager  
Joseph Sanders, Financial Analyst  
Michelle E. Dominguez, County Clerk  
Doreen Esparza, Filing/Recording Clerk

**1. CALL TO ORDER**

Commissioner Robert Armijo called the meeting to order at 5:02 p.m.

**2. ROLL CALL**

Commissioner Robert Armijo does roll call all present.

**3. Pledge of Allegiance**

Recited by all.

**4. Prayer**

Manager Tony Boyd led us in prayer.

**5. Approval of Agenda**

Motion to approve Agenda made by Commissioner Armijo, seconded by Commissioner Moleres 5-5 Affirmative.



**6. Restructure of Commission:**

- a. Nomination and Election of County Commission Chairman

Motion to Nominate Jack Moleres as Chairman 5-5 Affirmative.

- b. Nomination and Election of 1<sup>st</sup> Vice County Commission Chairman

Motion to Nominate Robert Armijo as 1<sup>st</sup> Vice Chairman 5-5 Affirmative.

- c. Nomination and Election of 2<sup>nd</sup> Vice County Commission Chairman

Motion to Nominate Robert Windhorst as 2<sup>nd</sup> Vice Chairman 5-5 Affirmative.

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

- a. Consideration of Resolution 17-01, Open Meetings Act

Motion to move meetings to Thursdays made by 1<sup>st</sup> Vice Chairman Armijo, seconded by Commissioner Torrez 5-5 Affirmative.

- b. Consideration of Resolution 17-02, Bank Depositories

Motion to Approve Bank Depositories made by 1<sup>st</sup> Vice Chairman Armijo, seconded by 2<sup>nd</sup> Vice Chairman Robert Windhorst 5-5 Affirmative.

- c. Consideration of Resolution 17-03, Public Comment

Motion to change public comments from 2 minutes to 3 minutes made by 1<sup>st</sup> Vice Chairman Armijo, seconded by Commissioner Torrez 5-5 Affirmative.

- d. Consideration of Resolution 17-04, Bank Depositories

Skip item D.

- e. Consideration of Resolution 17-05, Check Signatures

Motion to approve Resolution 17-05, Check Signatures made by 1<sup>st</sup> Vice Chairman Armijo, seconded Commissioner Torrez 5-5 Affirmative.

- f. Consideration of Resolution 17-06, County Policies

Motion to approve Resolution 17-06, County Policies made by 1<sup>st</sup> Vice Chairman Armijo, seconded by Commissioner Torrez 5-5 Affirmative.

**8. Announcements**

The next Regular Commission Meeting will be held on Thursday January 26, 2017 at 5:00 p.m. Immediately following the Board of Finance Meeting in the Cibola County Commission Chamber Room, 700 East Roosevelt Ave, Suite 50

≥The Grand Opening will be on Friday, January 6, 2017 at 10:30 a.m.

**9. Adjournment**

Meeting to Adjourn at 5:36 p.m.



**RESOLUTION # 17-08**  
**CIBOLA COUNTY, NEW MEXICO**

**A RESOLUTION ESTABLISHING A LOCAL RELOCATION,  
RESIDENTIAL ANTI-DISPLACEMENT, AND  
RELOCATION ASSISTANCE PLAN AND CERTIFICATION  
(HOUSING AND COMMUNITY DEVELOPMENT ACT, CDBG)**

- WHEREAS, The County of Cibola, New Mexico, hereinafter referred to as the locality, pursuant to Community Development Programs under the provisions of the Housing and Community Development Programs under the provisions of the Housing and Community Development Act of 1974, (public Law 93-383) and amendments thereto, and
- WHEREAS, the Act requires compliance with the relocation requirements of the Uniform Relocation requirements of the Uniform Relocation and Real Property Acquisition Policies Act of 1970, hereinafter referred to as the Uniform Act, and implementing regulations issued by the Department of Housing and Urban Development (49 CFR Part 24) when the acquisition of real property occurs, and
- WHEREAS, the locality wishes to provide a local policy covering all probable types of relocation which may be necessary in accomplishing CDBG related activities,

NOW, THEREFORE, BE IT RESOLVED that the Local Relocation, Residential Anti-displacement, and Relocation Assistance Plan & Certification as set forth in the attached Exhibit A, be herewith approved and adopted as the Policy of the County of Cibola, for CDBG purposes. **This Resolution supersedes Resolution No. 16-08.**

**PASSED, APPROVED AND ADOPTED THIS 26TH DAY OF JANUARY, 2017.**

THE BOARD OF CIBOLA COUNTY COMMISSIONERS

\_\_\_\_\_  
Jack Moleres, Chairman

ATTEST:

\_\_\_\_\_  
Robert Armijo, 1st Vice Chairman

\_\_\_\_\_  
Robert Windhorst, 2<sup>nd</sup> Vice Chairman

\_\_\_\_\_  
Michelle Dominquez  
Cibola County Clerk

\_\_\_\_\_  
Daniel Torrez, Commissioner

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

# Residential Anti-Displacement and Relocation Assistance Plan

## I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a “residential Anti-displacement and relocation assistance plan” (Plan). As a CDBG grantee, **Cibola County** must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps **Cibola County** will take to minimize displacement.

## II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

## III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. Cibola County Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

## IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within Cibola County to the extent feasible, the units shall be located within the same neighborhood as the units replaced
- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless **Cibola County** has provided

information demonstrating that such a proposed replacement is consistent with the needs assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.

- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between **Cibola County** and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance
- F. Before **Cibola County** enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, **Cibola County** must make public and submit in writing to State of New Mexico

Department of Finance and Administration Local Government Division the following information:

- 1 A description of the proposed assisted activity;
  - 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
  - 3 A time schedule for the commencement and completion of the demolition or conversion;
  - 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
  - 5 The source of funding and time schedule for the provision of replacement dwelling units;
  - 6 The basis for concluding that each replacement unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
  - 7 Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.
- G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in

standard condition available on a non-discriminatory basis within **Cibola County**. In making such a determination, State of New Mexico Department of Finance and Administration Local Government Division will consider such factors as vacancy rates, numbers of lower-income units in **Cibola County** and the number of eligible families on the Section 8 waiting list.

#### V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
  - 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
  - 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:
  - 1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, the Cibola County must provide the person with referrals to comparable units whose owners are willing to participate in Section 8

program to the extent that cash assistance is provided, it will be provided in installments.

2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the

“Total Tenant Payment”, as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within **Cibola County**.

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

#### **VI. Eligibility for Relocation Assistance**

A lower-income person is eligible for relocation assistance if they are considered to be a “displaced person” as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to **Cibola County** for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if **Cibola County** or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
  1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant’s monthly rent before such agreement, or the total tenant

payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.

2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.
3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and **Cibola County** determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. **Cibola County** determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

## VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. **Screening of Applications** All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- B. **Acquisition of Property** Applicants who apply for CDBG funds to acquire property for the development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.



Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. Cost of Relocation Assistance The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

## VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
  - 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
  - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by **Cibola County** covering the rehabilitation or demolition.

## IX. Grievances

**Cibola County** will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.
- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

IX. Certification

**Cibola County** herewith certifies to follow the Anti-displacement relocation plan described above and adopt the plan by resolution annually.

Plan Adoption Date:           01/26/17

Adoption Instrument:       Resolution 17-08

Certified By:	_____	_____
	Cibola County Commission Chair	
	Jack Moleres	Date

Copy to Local Government Division with attachments



## **Cibola County Resolution # 17-09**

### **A Resolution Establishing A Citizen Participation Plan**

**WHEREAS**, the Cibola County Board of Commissioners is duly-elected and governing body of Cibola County;

**WHEREAS**, the Board recognizes the need for citizen participation in the planning, implementation and assessment of the Community Development Block Grant Program (CDBG); and

**WHEREAS**, public involvement serves a key role in the development of projects for consideration by the Board.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Cibola County adopts and directs the County Manager to implement the attached Cibola County Public Participation Plan (Exhibit "A"). **This resolution supersedes Resolution 16-09.**

**PASSED, APPROVED, and ADOPTED** this 26<sup>th</sup> day of January, 2017.

#### **BOARD OF COUNTY COMMISSIONERS:**

---

Jack Moleres, Chairman

#### **ATTEST:**

---

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

---

Michelle Dominquez  
County Clerk

---

Robert Windhorst, 2<sup>nd</sup> Vice-Chairman

---

Daniel Torrez, Commissioner

---

Martha Garcia, Commissioner

## EXHIBIT "A"

# COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CITIZEN PARTICIPATION PLAN

### Introduction

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, the County of Cibola, has prepared and adopted this Citizen Participation Plan.

### Objective A

The County of Cibola will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income. *Action Items:*

1. *Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of County upcoming meetings, actions and functions.*
2. *Develop press releases on County meetings, action and hearings and circulate to newspapers, radio and television media.*
3. *Develop and maintain listings of groups and representatives of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

### Objective B

The County of Cibola will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. *Action items:*

1. *Public notices, press releases, etc. should allow for maximum length of notice to citizens.*
2. *Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*
3. *Meetings, hearings, etc. should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

### Objective C

The County of Cibola will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals.

Note: the level and type of assistance is to be determined by the County. *Action Items:*

1. *Low and moderate income groups should be advised that technical assistance particularly in the area of community development is available from the County upon request.*
2. *Document technical assistance provided to such groups and has documentation available for review.*

#### Objective D

The County of Cibola will provide minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. *Action Items:*

1. *Advise citizens of the CDBG Program objectives, range of activities that can be applied for and other pertinent information.*
2. *Conduct a minimum of two public hearings:*
  - a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizens views on the community development and housing needs, of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*
  - b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families and the activities to undertaken to meet such needs.*
3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, lists of needs and activities to undertaken, etc. Amendments for goals, objectives and applications are also subject to public participation.*

#### Objective E

The County of Cibola will provide timely written answers to written complaints and grievances within 15 working days where practical. *Action Items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 5 days, if possible.*
2. *Allow for appeal of all decisions to a neutral authority.*
3. *File detailed record of all complaints or grievances and responses in one central location with easy public access.*

## Objective F

The County of Cibola will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can reasonably be expected to participate. *Action items:*

- 1. Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*
- 2. Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*

## CIBOLA COUNTY SECTION 3 PLAN

The County of Cibola is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

The County Of Cibola has appointed Debbie Gomez as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the County Of Cibola. Documentation of efforts will be retained on file for monitoring by the state.

Therefore, the County Of Cibola shall:

1. Hiring
  - a. Advertise for all County positions in local newspapers
  - b. List all County job opportunities with the State Employment Service
  - c. Give preference in hiring to lower income persons residing in the County. This means that if two equally qualified persons apply and one is a resident of the County and one is not, the resident will be hired
  - d. Maintain records of County hiring as specified on this form

ANTICIPATED <u>Cibola County</u> HIRING <u>2017</u>				
PLANNED 0			ACTUAL 0	
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income City or County Residents	# of Positions Filled	Positions Filled by Lower Income City/County Residents

- Chart for Section 3 Plan **MUST** be filled out in its entirety.

## 2. Contracting

- a. The County Of Cibola will compile a list of businesses, suppliers and contractors located in the County Of Cibola.
- b. These vendors will be contacted for bid or quotes whenever the County Of Cibola requires supplies, services or construction.
- c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within the County Of Cibola and one from outside the County Of Cibola, the contract will be awarded to the business located within the community.

## 3. Training

The County Of Cibola shall maintain a list of all training programs operated by the County Of Cibola and its agencies and will direct them to give preference to County Of Cibola residents. The County Of Cibola will also direct all CDBG sponsored training to provide preference to County Of Cibola residents.

## 4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued there-under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.



- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The County Of Cibola shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

The County Of Cibola will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

#### LOWER INCOME CLARIFICATION

A family who resides in County Of Cibola and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for Cibola County. Information contained in our Section 3 Plan reflects the status of the City/County employees regarding lower income considerations based on their salary paid by the City/County.

---

Jack Moleres-Commission Chairman

01/26/17  
Date



**CIBOLA COUNTY  
RESOLUTION # 17-10**

**A RESOLUTION ESTABLISHING A SECTION 3 PLAN**

**WHEREAS,** the Cibola County Board of Commissioners is duly-elected and governing body of Cibola County; and

**WHEREAS,** the Board recognizes the need for a Section 3 plan in the planning, implementation and assessment of the Community Development Block Grant Program (CDBG); and

**WHEREAS,** this act encourages the use of small local businesses in the hiring of low income residents of the community.

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Cibola County Commissioners adopts and directs the Cibola County Manager to implement the attached Cibola County Section 3 plan.

**PASSED, APPROVED AND ADOPTED this January 26th, 2017.**

**THE BOARD OF CIBOLA COUNTY COMMISSIONERS**

\_\_\_\_\_  
Jack Moleres, Chairman

Attest:

\_\_\_\_\_  
Robert Armijo, 1<sup>st</sup> Vice Chairman

\_\_\_\_\_  
Michelle Dominguez  
Cibola County Clerk

\_\_\_\_\_  
Robert Windhorst, 2<sup>nd</sup> Vice Chairman

\_\_\_\_\_  
Daniel Torrez, Commissioner

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

## EXHIBIT 1-O-1

# ***Proclamation***

*WHEREAS, fair and equal housing is a right guaranteed to all Americans; and*

*WHEREAS, the principle of fair and equal housing is a fundamental human entitlement;  
and*

*WHEREAS, all citizens have the right to live where they choose within their financial  
means; and*

*WHEREAS, people must not be denied housing because of race, color, religion, sex,  
national origin, handicap or familial status; and*

*WHEREAS, we must, as individuals, assure equal access to housing for all in our  
communities; and*

*WHEREAS, Cibola County acknowledges the importance of assuring fair and equal  
treatment to all citizens;*

*NOW, THEREFORE I, Jack Moler, Cibola County Chairman,  
do hereby proclaim January 26th, 2017 as:*

## ***“Fair Housing Day”***

*Dated this 26th day of January, 2017*

---

*(Jack Moler- Cibola County Chairman)*

## EXHIBIT 1-O-2

### Fair Housing Self-Assessment

**COMMUNITY OF:**     **COUNTY OF CIBOLA**

1.        To the best of your knowledge has your community been involved in any complaints regarding discrimination the sale or rental of housing on the basis of race, color, religion, sex, national origin, familial status or handicap?

Yes                      **No**

2.        If yes, give a brief description of the nature of any complaints and resolutions.

Yes                      No

3.        Has your community adopted a Fair Housing Program to help local citizens be aware of their rights regarding fair housing under federal and state law, and in filing a complaint if discrimination is suspected?

**Yes**                      No

4.        What do you perceive as the most potentially serious problem areas regarding discrimination in fair housing in your community?

Problem Area	Very Serious	Serious	Moderate	Not a Problem
Color				✓
Familial Status				✓
Handicap				✓
National Origin				✓
Race				✓
Religion				✓
Sex				✓

5.        Does your community contain any subsidized housing units?

**Yes**                      No

6.        As best as can be determined, do relevant public policies/practices regarding zoning and building codes have an adverse impact on the achievement of fair housing choice?

Yes                      **No**

7. Are you aware of any practices in the local real estate community as it relates to buying, selling and house rentals that may adversely affect the achievement of fair housing choice in your community?

Yes No

8. Do your community records contain data on the actual number and percentage of persons residing in the community by race, color, religion, sex, national origin, age, handicap and familial status, as well as income characteristics by group?

Yes No

9. Is information available to you that list major local employers by type and the number of people employed within your community by salary and racial group?

Yes No

10. Is there public transportation available in your community?

Yes No

11. Do your community records contain data on the total number of housing units in the community by type, and the number of vacant units?

Yes No

12. Does your community contain any housing for the handicapped such as group homes, independent living complexes, etc.?

Yes No

13. Has your community participated in the CDBG program prior to 1993?

Yes No

14. Has your community been involved with any other state or federal programs that required the reporting of specific fair housing information?

Yes No

---

**Jack Moleres**  
**Cibola County Commission Chair**

---

**Date**



## **Cibola County Resolution # 17-11**

### **A Fair Housing Resolution**

A resolution of the Board of Commission of the County of Cibola, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development act of 1974 as amended requires that all applicant for Community Development Block Grants funds certify that they shall affirmatively further fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS; fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS; discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE RESOLVED THAT A resolution of the Board of Commission of the County of Cibola, hereby wish all persons living, working, doing business in or traveling through Cibola County to know that: discrimination in the sale, rental, leasing, and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the County of Cibola to implement programs, with in the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the County of Cibola will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney Generals Office or the U.S. Department of Housing and Urban Development; and that

the County of Cibola shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the County of Cibola shall undertake the following actions to affirmatively further fair housing:

- ❖ Cibola County will advertise this resolution in a display in the local newspaper, The Cibola Beacon, in the Month of April 2017.
- ❖ Cibola County will display the resolution on the county website from April 2017.
- ❖ Cibola County will provide Fair Housing Awareness material at housing awareness event in April 2017.

**PASSED, APPROVED, and ADOPTED this 26<sup>th</sup> day of January, 2017.**

**BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Jack Moleres, Chairman

**ATTEST:**

\_\_\_\_\_  
Robert Armijo, 1<sup>st</sup> Vice-Chairman

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

\_\_\_\_\_  
Robert Windhorst, 2<sup>nd</sup> Vice-Chairman

\_\_\_\_\_  
Daniel Torrez, Commissioner

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



# 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 December 1 2016 through December 31, 2016.

		DEC 2015
Accidents	13	6
Arrests Warrants/ Transports	43	61
Calls	1,050	696
Citations	25	51
Warnings	30	-
Incidents	38	48

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



# DECEMBER 2016 COMMISSION REPORT

Bookings For December 2016
Bookings For November 2016

Bookings	Releases
237	209
173	195

Daily Average Inmate Count for December 2016
Daily Average Inmate Count for November 2016
Highest facility count for the month of December 2016

Male	Female	Total
193	38	231
175	43	219
206	39	245

## Revenue Collected for December 2016

Co. Correctional Fac GRT.	\$35,844.83	December 2016 For November 2016
Housing	\$114,194.63	Collected in December 2016
Federal Transports	\$6,408.36	Collected in December 2016
Medical		Reimbursements & Fees
All Other	\$2,193.23	Inmate Fees, Commissions, Other Revenue
Correction Fees		
Total	\$158,641.05	

Rent paid for December 2016	\$9,821.00	From State to General fund
-----------------------------	------------	----------------------------

Juvenile Care paid for December 2016	\$20,855.68	Juvenile's are currently held at the McKinley County Detention
--------------------------------------	-------------	--

## TOTAL BILLING DAYS FOR DECEMBER = 3,128

Paying December 2016					
County, City & Federal	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
City of Grants	63	4.9	309	65.00	\$17,858.75
Village of Milan	8	5.7	46	65.00	\$2,730.00
United States Marshals	106	23.5	2,498	50.13	\$125,224.74
Valencia County	0	0	0	75.00	\$0.00
Socorro County	1	19	19	75.00	\$1,425.00
Rio Arriba County	9	21.2	191	75.00	\$14,325.00
Catron County	0	0	0	75.00	\$0.00
Mora County	2	19	38	75.00	\$2,850.00
Kirtland Air Force Base	0	0	0	75.00	\$0.00
Prisoner Transportation Services	18	1.5	27	75.00	\$2,025.00
U.S. Corrections	0	0	0	75.00	\$0.00
San Miguel County	0	0	0	75.00	\$0.00
Gallup McKinley County Adult Detention	0	0	0	75.00	\$0.00
Totals	207	94.8	3128		\$166,438.49

December 2016 Non Paying					
Non Paying	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
APPO	29	18.9	550	57.00	\$21,745.50
Magistrate Court	147	9.6	1,413	57.00	\$72,123.50
District Court	106	23.6	2,509	57.00	\$129,789.00
Totals	282	52.1	4,472		\$223,658.00

## JUVENILE DETENTION LISTING DECEMBER 2016

FROM DATE	TO DATE	Man - Days	Total
12/5/16 17:32	12/31/16 23:59	26 DAYS & 6.45 HRS.	\$4,597.02
12/5/16 0:46	12/31/16 23:59	26 DAYS & 23.22 HRS.	\$4,719.27
12/1/16 0:00	12/31/16 23:59	31 DAYS	\$5,425.00
12/29/16 21:29	12/31/16 23:59	2 DAYS & 14.2 HRS.	\$368.23
12/8/16 19:22	12/9/16 9:35	14.2 HOURS	\$103.52
12/29/16 21:27	12/31/16 23:59	2 DAYS & 2.53 HRS.	\$368.44
12/1/16 20:40	12/31/16 23:59	30 DAYS & 3.32 HOURS	\$5,274.20

Total Man - Days: 124

Rate Per Day: \$108.00

Total Due: \$20,855.68

Year To Date	
Month	Amount
July	\$14,959.49
August	\$17,091.09
September	\$11,086.29
October	\$19,691.57
November	\$6,429.03
December	\$20,855.68
January	
February	
March	
April	
May	
June	

Total To Date: \$90,113.15

Prison Rape Elimination Act (PREA) MONTHLY Reporting Data  
Cibola County Detention Center

1) How many persons under the supervision of your facility were-

CONFINED/BOOKED/RELEASED in the month of Ap

**Dec-16** \_\_\_\_\_ Released \_\_\_\_\_

2) For the month of DECEMBER, what was the average daily population of your confinement facility?

**Dec-16** Male \_\_\_\_\_ Female \_\_\_\_\_

3) For the month of DECEMBER, how many allegations of inmate-on-inmate NONCONSENSUAL SEXUAL ACTS were reported?

**Dec-16** 0

4) Of the allegations reported in item 3, how many were-

a. Substantiated	<b>December</b>	<u>0</u>
b. Unsubstantiated	<b>December</b>	<u>0</u>
c. Unfounded	<b>December</b>	<u>0</u>
d. Investigation Ongoing	<b>December</b>	<u>0</u>

5) For the month of DECEMBER how many allegations of inmate-on-inmate ABUSIVE SEXUAL CONTACT were reported?

**Dec-16** 0

6) Of the allegations reported in item 5, how many were-

a. Substantiated	<b>December</b>	<u>0</u>
b. Unsubstantiated	<b>December</b>	<u>0</u>
c. Unfounded	<b>December</b>	<u>0</u>
d. Investigation Ongoing	<b>December</b>	<u>0</u>

7) For the month of DECEMBER how many allegations of inmate-on-inmate SEXUAL HARRASSMENT were reported?

**Dec-16** 1

8) Of the allegations reported in item 7, how many were-

a. Substantiated	<b>December</b>	<u>0</u>
b. Unsubstantiated	<b>December</b>	<u>0</u>
c. Unfounded	<b>December</b>	<u>1</u>
d. Investigation Ongoing	<b>December</b>	<u>0</u>

9) For the month of DECEMBER how many allegations of STAFF SEXUAL MISCONDUCT were reported?

**Dec-16** 0

10) Of the allegations reported in item 9, how many were-

a. Substantiated	<b>December</b>	<u>0</u>
b. Unsubstantiated	<b>December</b>	<u>0</u>
c. Unfounded	<b>December</b>	<u>0</u>
d. Investigation Ongoing	<b>December</b>	<u>0</u>

11) For the month of DECEMBER, how many allegations of STAFF SEXUAL HARASSEMENT were reported?

**Dec-16** 1

12) Of the allegations reported in item 11, how many were-

a. Substantiated	<b>December</b>	<u>1</u>
b. Unsubstantiated	<b>December</b>	<u>0</u>
c. Unfounded	<b>December</b>	<u>0</u>
d. Investigation Ongoing	<b>December</b>	<u>0</u>

# ***Cibola County Road Dept.***

***515 W. High Street***

***Grants NM 87020***

***505-285-2570 Phone 505-285 3656 Fax***



***Monday, January 9, 2017***

***To: Tony Boyd - County Manager***

***Fr: Gary Porter - Public Works Director***

***Re: Monthly Report: 12/1/16 -12/29/16 (December)***

## ***Regular Maintenance***

### ***Blade & Shape***

<b><u><i>Road</i></u></b>	<b><u><i>Description</i></u></b>	<b><u><i>Miles</i></u></b>
<b><i>C29</i></b>	<b><i>Plano Colorado</i></b>	<b><i>3.482</i></b>
<b><i>C41</i></b>	<b><i>Pie Town Rd.</i></b>	<b><i>10.714</i></b>
<b><i>C63</i></b>	<b><i>Anaconda Rd.</i></b>	<b><i>5.931</i></b>
<b><i>C15</i></b>	<b><i>Rinconada Rd.</i></b>	<b><i>5.053</i></b>
<b><i>C13</i></b>	<b><i>San Jose Loop</i></b>	<b><i>4.242</i></b>
<b><i>C30</i></b>	<b><i>Bluewater South</i></b>	<b><i>6.588</i></b>
<b><i>C49</i></b>	<b><i>Zuni Canyon Rd. (Grants)</i></b>	<b><i>15.427</i></b>
<b><i>C19B</i></b>	<b><i>La Mosca Tank Rd.</i></b>	<b><i>5.163</i></b>
<b><i>Total Miles</i></b>		<b><i>56.600</i></b>

## ***Special Projects***

<b><i>C5</i></b>	<b><i>Bibo-Moquino Roads - Haul 1 load of base course, install culverts.</i></b>
<b><i>C7</i></b>	<b><i>Cubero Loop - Put up signs.</i></b>
<b><i>C6</i></b>	<b><i>Seb-Bibo-Moquino Roads - Put up signs.</i></b>
<b><i>C45</i></b>	<b><i>Camino De Turquesa - Snow removal.</i></b>
<b><i>C44</i></b>	<b><i>Porter Ranch Rd. - Snow removal.</i></b>
<b><i>C42</i></b>	<b><i>Back Country Byway - Snow removal.</i></b>
<b><i>C10</i></b>	<b><i>Castillo Rd. - Put up signs.</i></b>
<b><i>C29</i></b>	<b><i>Plano Colorado - Shoulder work.</i></b>
<b><i>C28</i></b>	<b><i>Bluewater Village - Sweep.</i></b>
	<b><i>Sweep Smith's Parking Lot.</i></b>

*Special Projects - continued*

*C13 San Jose Loop - Repair road.*  
*C33 Candy Kitchen Rd. - Put up signs.*  
*C58 San Rafael - Haul base course, sweep ice & water off road.*  
*C30 Bluewater South - Haul base course.*  
*C17 Mt. Taylor Addition - Cut trees - patching.*  
*C19 Cantina Rd. - Install delineator posts.*  
*C19B La Mosca Tank Rd.*  
*C8 Encinal Rd. - Patching.*  
*C18A Lobo Creek Rd. - Sweep all chip seal roads.*  
*Help El Morro Fire Station.*  
*C47 Mesa Ridge Rd. - Cut trees.*  
*C20 San Mateo Roads - Sweeping all chip sealed roads.*  
*C41 Pie Town Rd. - Fixing cattleguards.*  
*C49 Zuni Canyon Rd. - Cleaning culverts, snow removal.*  
*Haul Items from State Yard.*  
*Haul Millings from South 53.*

*Co-op*

*C41 Pie Town Rd. - Haul base course.*

# Cibola County Road Dept.

515 W. High Street

Grants NM 87020

505-285-2570 Phone Fax 505-287-3656



## **MAINTENANCE REPORT**

**December 2016**

<b>Road Dept.</b>	<b>130</b>	<b>99.29</b>	<b>10</b>	<b>\$ 17.50</b>	<b>\$ 274.29</b>
<b>Road Dept.</b>	<b>132</b>	<b>2.49</b>	<b>2</b>	<b>\$ 17.50</b>	<b>\$ 37.49</b>
<b>Road Dept.</b>	<b>135</b>	<b>16.14</b>	<b>1</b>	<b>\$ 17.50</b>	<b>\$ 33.64</b>
<b>Road Dept.</b>	<b>136</b>	<b>30.29</b>	<b>6</b>	<b>\$ 17.50</b>	<b>\$ 135.29</b>
<b>Road Dept.</b>	<b>137</b>	<b>60.71</b>	<b>1.5</b>	<b>\$ 17.50</b>	<b>\$ 86.96</b>
<b>Road Dept.</b>	<b>151</b>	<b>27.54</b>	<b>0.5</b>	<b>\$ 17.50</b>	<b>\$ 36.29</b>
<b>Road Dept.</b>	<b>155</b>	<b>17.17</b>	<b>0.5</b>	<b>\$ 17.50</b>	<b>\$ 25.92</b>
<b>Road Dept.</b>	<b>150</b>	<b>62.74</b>	<b>1</b>	<b>\$ 17.50</b>	<b>\$ 80.24</b>

<b>TOTAL</b>	<b>\$ 710.12</b>
--------------	------------------

<b>Sheriff's</b>	<b>G-78720</b>	<b>\$195.16</b>	<b>16</b>	<b>\$ 17.50</b>	<b>\$ 475.16</b>
<b>Sheriff's</b>	<b>G-85514</b>	<b>\$319.37</b>	<b>7</b>	<b>\$ 17.50</b>	<b>\$ 441.87</b>
<b>Sheriff's</b>	<b>G-88607</b>	<b>\$54.91</b>	<b>2</b>	<b>\$ 17.50</b>	<b>\$ 89.91</b>
<b>Sheriff's</b>	<b>G-88608</b>	<b>\$8.00</b>	<b>2</b>	<b>\$ 17.50</b>	<b>\$ 43.00</b>
<b>Sheriff's</b>	<b>G-90667</b>	<b>\$104.74</b>	<b>2.5</b>	<b>\$ 17.50</b>	<b>\$ 148.49</b>

<b>TOTAL</b>	<b>\$ 1,198.43</b>
--------------	--------------------

# ***Cibola County Road Dept.***

***515 W. High Street***

***Grants NM 87020***

***505-285-2570 Phone    505-287-3656 Fax***



## ***FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT December 2016***

<b>UNLEADED</b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL.</b>	<b>TOTAL COST</b>
G-18461	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18473	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18464	0.34	5.96	199	33.400	\$ 67.71
G-02084	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-15638	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-29800	0.00	#DIV/0!	209	0.000	\$ -
G-29091	0.51	4.01	123	30.700	\$ 62.92
G-23696	0.13	15.67	141	9.000	\$ 18.46
G-23697	0.09	21.87	1,793	82.000	\$ 166.81
G-39980	0.27	7.68	169	22.000	\$ 45.10
G-39988	0.19	10.72	552	51.500	\$ 104.97
G-57384	0.17	11.78	1,425	121.000	\$ 244.10
G-57619	0.25	7.82	115	14.700	\$ 29.31
G-57618	0.18	11.36	217	19.100	\$ 39.15
146	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-66164	0.30	6.92	N/U	11.700	\$ 23.98
G-66165	0.19	10.85	N/U	16.500	\$ 33.83
G-70482	0.14	14.53	632	43.500	\$ 89.78
G-78718	0.15	13.46	1,884	140.000	\$ 283.38
G-64239	0.00	#DIV/0!	97	0.000	\$ -
G-86952	0.14	15.00	195	13.000	\$ 26.64
G-86953	0.07	30.56	1,751	57.300	\$ 114.92
G-86954	0.11	17.95	535	29.800	\$ 61.09
G-91750	0.14	14.51	1,110	76.500	\$ 155.36
G-34769	#VALUE!	#VALUE!	N/U	0.000	\$ -
503	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra card	#DIV/0!	0.00	0	4.400	\$ 9.11

***TOTAL GAS***

***776.100***

***\$ 1,576.62***

<b>DIESEL FUEL</b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL.</b>	<b>TOTAL COST</b>
G-50237	0.00	#DIV/0!	156	0.000	\$ -
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	0.32	6.39	769	120.400	\$ 249.18
G-30549	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-38441	0.67	3.02	97	32.100	\$ 65.06
G-67372	0.31	6.58	698	106.100	\$ 216.68
G-67371	0.37	5.51	1,600	290.500	\$ 598.03
G-70782	0.41	5.03	1,788	355.700	\$ 732.15
Distributor	#VALUE!	#VALUE!	N/U	0.000	\$ -
Water Truck	#VALUE!	#VALUE!	N/U	0.000	\$ -
New Transport	0.51	4.41	1,361	308.500	\$ 697.18
305	#VALUE!	#VALUE!	N/U	0.000	\$ -
306	#VALUE!	#VALUE!	N/U	0.000	\$ -
307	14.61	0.14	16	111.500	\$ 233.83
308	0.00	#DIV/0!	31	0.000	\$ -
309	0.00	#DIV/0!	7	0.000	\$ -
310	6.01	0.36	5	14.000	\$ 30.03
311	5.08	0.40	24	59.400	\$ 121.91
312	#VALUE!	#VALUE!	N/U	0.000	\$ -
313	#VALUE!	#VALUE!	N/U	0.000	\$ -
314	2.40	0.88	42	48.000	\$ 100.70
416	8.53	0.25	40	162.600	\$ 341.25
417	8.57	0.24	74	306.100	\$ 633.89
418	3.73	0.55	78	140.600	\$ 291.30
501	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra card	#VALUE!	#VALUE!	N/U	0.000	\$ -
<b>TOTAL DIESEL</b>				<b>2055.500</b>	<b>\$ 4,311.19</b>

**\*N/U = NOT USED**



**Cibola County Road Dept.**

515 W. High Street  
Grants NM 87020  
505-285-2570 Phone 505-287-3656 Fax

**FUEL REPORT CIBOLA COUNTY BY DEPARTMENT****December 2016****SHERIFF'S DEPARTMENT**

<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-85515</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-85514</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-61113</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-68384</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-68920</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-68922</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-68921</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-68418</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-72224</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-72225</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-75188</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78152</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78153</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>

<b>G-78154</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78717</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78720</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78721</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78722</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78723</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-86096</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-86996</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-85471</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>A-190-ULS</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-88607</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-88606</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-88608</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-88605</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>Max Pro</b> <i>Armored Truck</i>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-90204</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-90205</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>3035</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>4479</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>4481</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>207902</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>259</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>443</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>445</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>9058</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>

<b>2219</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-97570</b>	<b>\$0.30</b>	<b>7.59</b>	<b>1,080</b>	<b>142.240</b>	<b>\$ 327.29</b>
<b>TOTAL SHERIFF'S</b>				<b>142.240</b>	<b>\$ 327.29</b>
<b><u>MANAGERS</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>7466</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL MANAGERS</b>				<b>0.000</b>	<b>\$ -</b>
<b><u>RURAL ADDRESSING</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G60137</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL RURAL ADDRESSING</b>				<b>0.000</b>	<b>\$ -</b>
<b><u>EMERGENCY MANAGEMENT</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-86167</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL EMERGENCY MANAGEMENT</b>				<b>0.000</b>	<b>\$ -</b>
<b><u>BUILDING &amp; GROUNDS</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-67587</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL BUILDING &amp; GROUNDS</b>				<b>0.000</b>	<b>\$ -</b>
<b><u>I.T.(DATA PROCESSING)</u></b>					

<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-90878</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-53547</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL DATA PROCESSING</b>				<b>0.000</b>	<b>\$ -</b>
<b><u>ASSESSORS</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-78714</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78715</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-81964</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL ASSESSORS</b>				<b>0.000</b>	<b>\$ -</b>
<b><u>DETENTION</u></b>					
<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-60185</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-24336</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-57383</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-59969</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-60180</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-61368</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-63072</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-73152</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-78719</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-79636</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-79879</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>

<b>G-85729</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>Van #9 (new)</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>X-tra Card</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL DETENTION</b>				<b>0.000</b>	<b>\$ -</b>

**ROAD DEPT. MOTORPOOL**

<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-18474</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL ROAD DEPT. MOTORPOOL</b>				<b>0.000</b>	<b>\$ -</b>

**CONSOLIDATED DISPATCH**

<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-70403</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>Generator</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>TOTAL CONSOLIDATED DISPATCH</b>				<b>0.000</b>	<b>\$ -</b>

**CLERKS OFFICE**

<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL</b>	<b>TOTAL COST</b>
<b>G-64240</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G55649</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-72255</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>G-86995</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0</b>	<b>0.000</b>	<b>\$ -</b>
<b>TOTAL CLERKS</b>				<b>0.000</b>	<b>\$ -</b>

**DWI PROGRAM**

<b><i>G-53823</i></b>	<b><i>#DIV/0!</i></b>	<b><i>#DIV/0!</i></b>	<b><i>0</i></b>	<b><i>0.000</i></b>	<b><i>\$ -</i></b>
<b><i>G-45051</i></b>	<b><i>#DIV/0!</i></b>	<b><i>#DIV/0!</i></b>	<b><i>0</i></b>	<b><i>0.000</i></b>	<b><i>\$ -</i></b>
<b><i>G-85669</i></b>	<b><i>#DIV/0!</i></b>	<b><i>#DIV/0!</i></b>	<b><i>0</i></b>	<b><i>0.000</i></b>	<b><i>\$ -</i></b>
<b><i>TOTAL DWI PROGRAM</i></b>				<b><i>0.000</i></b>	<b><i>\$ -</i></b>

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



Cibola County, NM

# Detail Report with Activity and Encumbrance

## Account Detail

Date Range: 12/01/2016 - 12/31/2016

Account	Name			Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
Fund: 563 - CONSTRUCTION FUND									
<a href="#">563-085-445-00101</a>		PROFESSIONAL SERV.		6,943,413.81	915,344.88	7,858,758.69	1,776,016.41	-842,220.17	933,796.24
Post Date	Packet Number	Number	Description	Project Account		Amount	Running Balance	Encumbrance	Running Balance
12/05/2016	POPKT01569	16	CONSTRUCTION BASE PLUS ALTERNATES			306,572.94	7,249,986.75		
	Vendor:	28588 - JAYNES CORPORATION		Payment Number:	87008				
12/05/2016		39737A-R1	PRE-CONSTRUCTION OPEN PO					-306,572.94	1,469,443.47
	Vendor:	JAYNES CORPORATION - 28588							
12/05/2016		39737A-R1	PRE-CONSTRUCTION OPEN PO					-368,303.74	1,101,139.73
	Vendor:	JAYNES CORPORATION - 28588							
12/05/2016	POPKT01569	16	PRE-CONSTRUCTION OPEN PURCHASE ORDER			426,475.14	7,676,461.89		
	Vendor:	28588 - JAYNES CORPORATION		Payment Number:	87008				
12/07/2016	POPKT01582	# 2-40862	ADDITIONAL MICROPHONE			785.00	7,677,246.89		
	Vendor:	28892 - MCDADE-WOODCOCK INC		Payment Number:	87015				
12/07/2016		40862	ELECTRICAL ROUGH-IN					-785.00	1,100,354.73
	Vendor:	MCDADE-WOODCOCK INC - 28892							
12/07/2016	POPKT01578	#2-40861	DATA DROP IN LOBBY AT 700 E. ROOSEVELT			805.00	7,678,051.89		
	Vendor:	28892 - MCDADE-WOODCOCK INC		Payment Number:	87015				
12/07/2016		40861	DATA DROP IN LOBBY OF NEW BLDG 700 E ROOSEVELT					-805.00	1,099,549.73
	Vendor:	MCDADE-WOODCOCK INC - 28892							
12/07/2016	POPKT01582	# 2-40862	CATV CABLING			2,980.00	7,681,031.89		
	Vendor:	28892 - MCDADE-WOODCOCK INC		Payment Number:	87015				
12/07/2016		40862	ELECTRICAL ROUGH-IN					-2,980.00	1,096,569.73
	Vendor:	MCDADE-WOODCOCK INC - 28892							
12/07/2016	POPKT01582	# 2-40862	BACKBONE CABLING			9,571.00	7,690,602.89		
	Vendor:	28892 - MCDADE-WOODCOCK INC		Payment Number:	87015				
12/07/2016		40862	ELECTRICAL ROUGH-IN					-9,571.00	1,086,998.73
	Vendor:	MCDADE-WOODCOCK INC - 28892							
12/07/2016	POPKT01582	# 2-40862	BOND/NMGRT			15,047.85	7,705,650.74		
	Vendor:	28892 - MCDADE-WOODCOCK INC		Payment Number:	87015				
12/07/2016	POPKT01582	# 2-40862	CAT 6 TERMINATIONS/TESTING			16,809.00	7,722,459.74		
	Vendor:	28892 - MCDADE-WOODCOCK INC		Payment Number:	87015				
12/07/2016		40862	ELECTRICAL ROUGH-IN					-16,809.00	1,070,189.73

Detail Report with Activity and Encumbrance

Date Range: 12/01/2016 - 12/31/2016

Account	Name			Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
<a href="#">563-085-445-00101</a>	PROFESSIONAL SERV. - Continued			6,943,413.81	915,344.88	7,858,758.69	1,776,016.41	-842,220.17	933,796.24
Post Date	Packet Number	Number	Description	Project Account		Amount	Running Balance	Encumbrance	Running Balance
	Vendor:	MCDADE-WOODCOCK INC - 28892							
12/07/2016	POPKT01582	# 2-40862	CAMERA SYSTEM DETENTION AREA			29,584.80	7,752,044.54		
	Vendor:	28892 - MCDADE-WOODCOCK INC			Payment Number:	87015			
12/07/2016		40862	ELECTRICAL ROUGH-IN					-29,584.80	1,040,604.93
	Vendor:	MCDADE-WOODCOCK INC - 28892							
12/07/2016	POPKT01582	# 2-40862	COMMISSION ROOM BASE SOUND AND AV			37,772.00	7,789,816.54		
	Vendor:	28892 - MCDADE-WOODCOCK INC			Payment Number:	87015			
12/07/2016		40862	ELECTRICAL ROUGH-IN					-37,772.00	1,002,832.93
	Vendor:	MCDADE-WOODCOCK INC - 28892							
12/07/2016	POPKT01582	# 2-40862	DOOR ACCESS CONTROL (SECURE AREA)			68,243.70	7,858,060.24		
	Vendor:	28892 - MCDADE-WOODCOCK INC			Payment Number:	87015			
12/07/2016		40862	ELECTRICAL ROUGH-IN					-68,243.70	934,589.23
	Vendor:	MCDADE-WOODCOCK INC - 28892							
12/20/2016	POPKT01588	2459	TAX			13.51	7,858,073.75		
	Vendor:	28629 - APIC SOLUTIONS, INC			Payment Number:	87065			
12/20/2016		39866-R1	SEPTEMBER 25, 2015					-108.04	934,481.19
	Vendor:	APIC SOLUTIONS, INC - 28629							
12/20/2016	POPKT01588	2459	LABOR			171.50	7,858,245.25		
	Vendor:	28629 - APIC SOLUTIONS, INC			Payment Number:	87065			
12/20/2016		39866-R1	SEPTEMBER 25, 2015					-171.50	934,309.69
	Vendor:	APIC SOLUTIONS, INC - 28629							
12/20/2016	POPKT01588	2459	VIDEO SURVEILLANCE EQUIP HEALTH CENTER			513.44	7,858,758.69		
	Vendor:	28629 - APIC SOLUTIONS, INC			Payment Number:	87065			
12/20/2016		39866-R1	SEPTEMBER 25, 2015					-513.45	933,796.24
	Vendor:	APIC SOLUTIONS, INC - 28629							
Total Fund: 563 - CONSTRUCTION FUND:				6,943,413.81	915,344.88	7,858,758.69	1,776,016.41	-842,220.17	933,796.24
Grand Totals:				6,943,413.81	915,344.88	7,858,758.69	1,776,016.41	-842,220.17	933,796.24



Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
563 - CONSTRUCTION FUND	6,943,413.81	915,344.88	7,858,758.69	1,776,016.41	-842,220.17	933,796.24
Grand Total:	6,943,413.81	915,344.88	7,858,758.69	1,776,016.41	-842,220.17	933,796.24

**FINANCING SCHEDULE  
CIBOLA COUNTY, NEW MEXICO  
NEXTERA ENERGY  
\$75,000,000 Maximum Principal Amount  
Taxable Industrial Revenue Bonds  
Series [2017]**

JANUARY 2017						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
25	26	27	28	30	31	

APRIL 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

MAY 2017						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 2017						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

 Governing Body Meeting Dates (4<sup>th</sup> Wednesday of each Month)

DATE	ACTION	RESPONSIBLE PARTIES
Thursday, December 22, 2016	Distribute financing schedule and draft Inducement Resolution	Modrall Sperling
Thursday, December 29, 2016	Distribute 30-day notice letters to taxing jurisdictions to NextEra and County for review	Modrall Sperling

DATE	ACTION	RESPONSIBLE PARTIES
Wednesday, January 4, 2017	Comments due on draft Inducement Resolution and 30-day notice letters	NextEra Modrall Sperling
Thursday, January 5, 2017	Distribute draft Inducement Resolution and 30-day notice letters to County Manager for comment	NextEra Modrall Sperling
Monday, January 16, 2017	Conference call to discuss comments from County on draft Inducement Resolution and 30-day notice letters; Distribute revised drafts	County NextEra Modrall Sperling
Thursday, January 19, 2017	Distribute draft IRB Authorizing Ordinance to NextEra	Modrall Sperling
Monday, January 23, 2017	Send 30-day notices of proposed adoption of IRB Ordinance to all taxing jurisdictions in which project property is located	Modrall Sperling County
Tuesday, January 24, 2017	Distribute draft Lease Agreement, Indenture and Bond Purchase Agreement to NextEra	Modrall Sperling
Thursday , January 26, 2017 At 5:00 p.m.	Board of County Commissioners adopts Inducement Resolution	County
Friday, January 27, 2017	Comments due from NextEra on draft IRB Ordinance, Lease Agreement, Indenture and Bond Purchase Agreement	NextEra Modrall Sperling
Tuesday, January 31, 2017 <b>(before 4 p.m.)</b>	Submit Notice of Public Hearing and Intent to Adopt IRB Ordinance to the <i>Cibola County Beacon</i> for publication on Friday, February 3, 2017	Modrall Sperling
Friday, February 3, 2017	Distribute draft IRB Ordinance, Lease Agreement, Indenture and Bond Purchase Agreement to County	Modrall Sperling

<b>DATE</b>	<b>ACTION</b>	<b>RESPONSIBLE PARTIES</b>
Friday, February 3, 2017	Notice of Public Hearing and Intent to Adopt IRB Ordinance published in the <i>Albuquerque Journal</i>	Newspaper
Wednesday, February 8, 2017	Distribute revised drafts of IRB Ordinance, Lease Agreement, Indenture and Bond Purchase Agreement to County for February 22, 2017 County Commission Meeting agenda packets	Modrall Sperling
Thursday, February 23, 2017 5:00 p.m.	County Commission adopts IRB Ordinance	County Modrall Sperling
Thursday, February 24, 2017	Submit Notice of Adoption of IRB Ordinance to the for publication in the Monday, February 27, 2017 edition	Modrall Sperling
Monday, February 27, 2017	Notice of Adoption of Bond Ordinance publishes	Newspaper
Thursday, March 30, 2017	30-day Limitation of Action Period expires	County Modrall Sperling
Friday, _____, 20__	Distribute draft Closing Documents	Modrall Sperling
Friday, _____, 20__	Comments due on Closing Documents	All
Week of _____, 20__	Pre-Closing, Document Signing	All
Friday, _____, 20__	Signed Closing Documents delivered to Modrall Sperling	All
Friday, _____, 20__	Closing (by telephone); record lease	All

S:\DOX\CLIENT\53005\1458\S0065903.DOC



**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, 1<sup>st</sup> Vice-Chairman

\_\_\_\_\_  
Lloyd F. Felipe, Member

\_\_\_\_\_  
Jack Moleres, 2<sup>nd</sup> 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](http://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



Exhibit A

**Application for Building or Property Usage Permit**

Applicant: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Responsible Person (if different than contact): \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening phone: \_\_\_\_\_

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

Is the responsible party a Valencia County resident? \_\_\_\_\_ Yes \_\_\_\_\_ No

Building/Property Requested: \_\_\_\_\_ Date(s) Requested: \_\_\_\_\_

Organization/Group Use? \_\_\_\_\_ Yes \_\_\_\_\_ No Time Needed? \_\_\_\_\_

Purpose: \_\_\_\_\_

County Sponsorship: Is the event a governmental, educational, cultural, or instructional public event that will be open to all county residents, not political, advertised, and constitutes a low-risk event as defined by the Tenant Users Liability Insurance Program ("TULIP") \_\_\_\_\_ Yes \_\_\_\_\_ No

Building or Facility Usage Deposit = \$100 (The facility must close at 11:00 pm)

Kitchen Deposit (if used): \$50

If the building is not cleaned and vacated by 11:00 pm, an additional \$50 per hour fee will be assessed.

I hereby am aware and agree to abide by all rules and regulations governing the use of the above listed facility and equipment.

\_\_\_\_\_  
Applicant's Signature\_\_\_\_\_  
Date**FOR OFFICE USE ONLY**

Damage Deposit = \$100

Kitchen Deposit = \$50 (if applicable)

Open/Close Fee = \$50

Hourly Fee = \_\_\_\_\_ hours X \$15 per hour

Damage/Kitchen Deposit paid: \_\_\_\_\_

Date \_\_\_\_\_

Amount \_\_\_\_\_

Fees paid: \_\_\_\_\_

Date \_\_\_\_\_

Amount \_\_\_\_\_

Refund of Deposit: \_\_\_\_\_

Date \_\_\_\_\_

Amount \_\_\_\_\_

Satisfy County Sponsorship Qualification \_\_\_\_\_

Yes \_\_\_\_\_

No \_\_\_\_\_

Initials \_\_\_\_\_



## 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](http://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 Valencia 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 Valencia County Public Works Department for your event.

**A copy of the Insurance must be on file with Valencia County Public Works Department 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 Valencia 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

**Valencia County  
Board of County Commissioners  
Resolution 2016 - 18**

**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 Valencia 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 Valencia 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**

Valencia 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 Valencia 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 Public Works 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/ Public Works Director of any events being held. The keys for the Community will be centralized in the Public Works Director or his/her designee.

#### IV. FEES

All individual and group (see Exhibit A) events and activities will be required to compensate Valencia 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 Public Works Department 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 Valencia 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 Valencia 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 Public Works Department 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 Valencia 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 Valencia 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

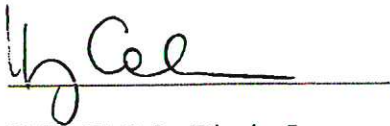
PASSED, APPROVED AND ADOPTED on this 3<sup>rd</sup> day of February 2015 ~~2016~~



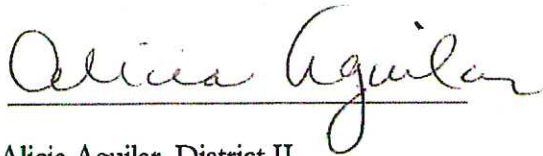
Charles D. Eaton, Chair, District IV



Jhonathan Aragon, Vice Chair, District V



Helen Y. Cole, District I

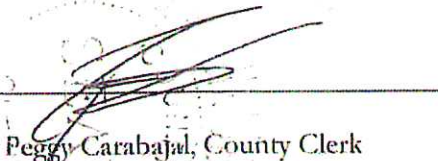


Alicia Aguilar, District II



David A. Hyder, District III

Attest:



Peggy Carabajal, County Clerk





## SAN JUAN COUNTY

McGee Park  
Parks & Facilities  
Fee Schedule

### Convention Center

**STANDARD RATE** **\$1,400**

Expos, Banquets, Quinceanera, Trade Show

**PREMIUM RATE** **\$1,800**

Concerts, dances

**The above events include PA, setup and tear down of tables and chairs and clean up after the event with a minimum staffing of 2 persons.**

**One day prior to event is allowed for set up, additional days will be billed at ½ of daily rate.**

### ADDITIONAL FEES

Removal of stage	\$800
Additional event staffing/equipment operator	\$35 Per Hour/Per Person
Curtains for dances/banquets	\$75
Vendor Booths/Curtains up to 50 Booths	\$100
Vendor Booths/Curtains over 50 Booths	\$200
Concession Stand	\$150
Crowd Control/Panels	\$50
Portable Bars	\$25 each
Security Fee-As determined by the Sheriff's Office	

**The above fee rates are not inclusive, but examples. The Parks and Facilities Director has the discretion to determine the rental rates for a particular event. Requests for waivers or reduction of rates will be determined by the Administrator and the County Executive Officer.**







**McGee Park, San Juan County Fairgrounds**  
 #41 County Road 5568  
 Farmington, NM 87401

### FACILITY RENTAL CONTRACT

**Today's Date:** 12/19/2016

#### RENTER INFORMATION

<b>Renter's Name</b>		<b>Phone</b>		<b>Created By:</b>	
				Jessie Joseph - (505) 324-5561	
<b>Address</b>					
<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Email</b>		
<b>Contact Person</b>		<b>Phone</b>			

#### EVENT INFORMATION

<b>Rental Area(s)</b>			
McGee Park			
<b>Rental Dates:</b>		<b>Name of Event:</b>	
<b>Time of Event: Start</b>	<b>End</b>	<b>Set-Up Date:</b>	<b>Time</b>

#### FEE INFORMATION

Initial		
Facility Rental Fee	\$0.00	
Kitchen Rental	\$0.00	
Security	\$0.00	
Curtains	\$0.00	
<b>TOTAL:</b>	<b>\$0.00</b>	
25% Deposit	\$0.00	
<b>BALANCE DUE:</b>	<b>\$0.00</b>	
<b>Balance Due:</b>		

<i>Miscellaneous Facilities</i> (To be paid directly after the event)	
N/A	RV Spaces (\$20 per RV space used per day)
N/A	Stall Rental (\$10.00 per Stall used per day)
	Event Staff (\$35 per hour)
<b>Notes:</b> Security from	

In consideration of the payment of the rental fee and the agreement of the Contractor to comply with this Contract, San Juan County agrees to make the space(s) indicated on page one available to the Contractor for the dates and times set forth on page one.  
 (Please initial each section in the underlined area, indicating your agreement to comply with all statements therein.)



**I. PAYMENT:**

- A. Deposit. A minimum deposit of 25% of the full rental fee is due at the time this contract is signed.
- B. Rental Fee. The remainder of the rental fee is due in full at least 14 days before the start of your event.
- C. Cancellation/Refund. If cancellation by either party is more than forty-five (45) days before the scheduled use of the facilities, the rental fee and deposit will be returned. Cancellations less than forty-five (45) days prior to the event will result in forfeiture of deposits.
- D. Returned Checks. There will be a \$30.00 fee for any returned check.

**N/A II. COLLECTION OF RV & STALL FEES**

- ☐ Promoter will collect fees. Promoter may assess his own fees, however, the minimum fee rate of \$10 per stall and \$20 per RV (\$15 during winter) as required by McGee Park for RV & Stall Rentals will be collected and is due to be paid to San Juan County within ten (10) days after completion of the event. McGee Park Security will verify the number of stalls and RV spaces occupied during said event.
- ☐ San Juan County will collect and retain all fees.

**III. SET UP – CLEAN UP – CATERERS – RENTED EQUIPMENT:**

- A. Set-Up. Access to the facilities for setting up, including Caterers set-up will be during the hours stated on page one of this contract ONLY.
- B. Set Up Request. A written set up request must be provided to the McGee Park Office at least ten (10) days before the event so that the proper number of tables, chairs, etc. can be made available. **We do not provide linens, silver or tableware.** Any additional preparation such as moving stages, panels, gates etc. must be made known to the management at least 45 days prior to the event. Failure to notify management shall operate to relieve the management of any responsibility or liability therefor.

**IV. SECURITY:**

- A. Security Fees. Fees for security if necessary are listed on page one of this contract. They are due fourteen days prior to the event.
- B. Additional Security. If the Sheriff's Department deems additional security is necessary, the charge will be \$48 per deputy per hour. Security should be paid directly to San Juan County, McGee Park.

**V. INSURANCE:**

- A. Certificate of Insurance and Additional Insured Endorsement: Contractor must provide a minimum of \$1,000,000.00 liability insurance, naming San Juan County as an additional insured. The minimum limit may be increased if deemed necessary by the San Juan County Risk Manager. The certificate and additional insured endorsement must be provided directly by the contractor's insurance agent or insurance company.
- B. Certificate And Endorsement Due Date: The certificate of insurance and additional insured endorsement must be received in the McGee Park Office at least ten (10) days prior to your event.

**N/A VI. NOVELTY SALES:**

- A. Novelty Sales. A fee is charged for novelty sales sold at McGee Park. The fee must be paid to San Juan County. This fee will be either 20% of sales or a flat fee; this fee will be determined by the McGee Park Administrator or designee.

**VII. MASTER CONTRACT & RULES & REGULATIONS AND EVENT POLICY AND PROCEDURES:**

- A. In addition to the terms and conditions contained herein, the undersigned agrees to be bound by the terms and conditions of the Master Contract & Rules & Regulations and Event Policy and Procedures on file in the Manager's office.
- B. The undersigned certifies that he/she has read and understands the contents of the Master Contract and by executing this agreement, the undersigned waives any defense or objection to the enforcement of the terms of the Master Contract based upon a claim that such was not furnished or that the undersigned did not read, understand and agree to such terms.

**VIII. EMERGENCY MEDICAL SERVICES STAND-BY:**

- A. San Juan Regional requires that requests for "EMT's" are to be made fourteen (14) days in advance prior to the event, but preferably should be requested at the time the event is booked. Services may not be available due to first come first served. To request San Juan Regional Medical Center EMT's please call 505-609-6115 during business hours.
- B. San Juan County Fire Operations Center can provide volunteer EMS services on a limited, staff available basis. This service must be arranged thru the San Juan County Fire Operations Center and may not be arranged thru individual volunteers. While state law does not allow volunteers to assess a fee for this service, donations may be made to the fire

department to help defray expenses. Please call the Fire Operations Center at 505-334-1180, Fire Chief Doug Hatfield 505-334-4708, or Deputy Fire Chief Craig Daugherty at 505-333-3123.

**IX. ALCOHOL DISPENSING ARRANGEMENT/PROMOTER RESPONSIBILITY:**

- A. Due to legal constraints, SunRay Park & Casino is the ONLY vendor allowed to provide or serve alcohol at this facility. Therefore, should you desire to have alcoholic beverages served at your event scheduled here at the McGee Park Facility, you MUST coordinate for the service with SunRay Park and Casino. McGee Park staff is not responsible to make these arrangements. You should be aware that restrictions by the State of New Mexico Alcohol Enforcement Officials, limit all alcohol sales and consumption to a beer garden setting. It is imperative you contact Sunray Park & Casino staff as soon as possible to get the cost estimates for their services and make sure they will be able to schedule your event. Failure to do so could result in not having this service available. Please call SunRay Park & Casino's Banquet Manager at 505-566-1200 to schedule your event as soon as your event has been scheduled thru McGee Park.

By signing below, the Contractor acknowledges having read and comprehends this contract. Contractor certifies that the information on page one of the contract is correct. **Contractor also understands that it is the contractor's responsibility to provide personnel to man and observe the doors to the facility to ensure that spectators do not enter the building without purchasing a ticket.**

IN WITNESS'S HEREOF, the Contractor has accepted the foregoing contract and Master Contract and the parties have duly executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Contractor

The County

Sign Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

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

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

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

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

Reviewed By \_\_\_\_\_

Date \_\_\_\_\_





## **SAN JUAN COUNTY**

### **MC GEE PARK**

#### **EVENT POLICY AND PROCEDURES**

##### **PURPOSE**

To establish uniform guidelines pertaining to the rental, usage, and care of McGee Park Facilities.

##### **POLICY**

It is the policy of McGee Park, as a local government facility existing for the benefit and use of all citizens of San Juan County, to provide the usage of these facilities to the greatest number of citizens. McGee Park will give preference in the use of the facilities to the event which is reasonably anticipated to involve the largest number of San Juan County citizens.

To further the policy, the following maxims have been established:

1. It is recognized that certain events have come to be regarded as traditional. The dates for these events will be considered to be binding upon McGee Park. Any established organization may request a traditional event date be instituted for that organization. Any organization or promoter will be allowed only two traditional events per year.

To maintain status as a traditional event, a contract **MUST** be signed and returned to the McGee Park office within ninety (90) days of the previous event.

2. Events that have the rental fees waived do not qualify as a traditional event.
3. All other events will be scheduled on a first come, first served basis. Scheduled dates will be held for thirty (30) days pending receipt of a signed contract and deposits and will become binding upon McGee Park forty-five (45) days prior to the event, with full payment of required fees.
4. As a general rule, each promoter or organization will be limited to one event per week. Exceptions may be granted when there is no conflict with other event requests and upon a space available basis.

##### **YOUTH EVENTS**

San Juan County Officials, in support of the youth of the County, have established a policy to provide a waiver of fees for limited use of the McGee Park facilities. In order to determine qualification as a "youth event" for which certain fees will be waived, the following definition and parameters have been established:

##### **Definition of Youth Event:**

A non-profit event involving at least ten (10) participants where the participants are members of a local youth organization and are eighteen years of age or younger.

##### **Limitations:**



- ✓ The waiver of fees will extend only to the use of one building or facility at a time and be limited to one waiver per month, per organization. If multiple buildings or facilities are utilized, the standard rental rate will apply for the additional buildings and facilities.

If an admission fee, registration fee, vendor fee, or if winners are awarded prizes other than trophies, the event will not qualify for the waiver of fees.

For-profit events hosted by a youth organization will be assessed the standard rental rate.

**Bumping of fee-waived events:**

In line with McGee Park policy to give preference to events involving the largest number of participants/attendees, bumping or cancellation of a fee-waived event may be required. A forty-five (45) day notice will be required in order to bump or cancel a fee-waived event in preference to a larger or paid event.

McGee Park management will make a concentrated effort to minimize the cancellation or bumping of youth fee-waived events by seeking alternative dates or movement to other facilities within the McGee Park complex. In certain instances, McGee Park management, in conjunction with the County Executive Office, shall have the right to deviate from the policy and give preference to one particular event over another when it would be in the best interest of the County to do so.

**FEES**

Fees assessed for the use of McGee Park facilities will normally be determined from the rate schedule established by the Board of County Commissioners. The Parks & Facilities Administrator, in conjunction with the County Executive Office, shall have the right to negotiate and/or waive rental rates when it would be in the best interest of the County to do so.

**Payment of fees:**

A 25% deposit of the building rent will be due within thirty (30) days of signing a contract in order to secure the facility or dates.

Full payment is required not less than fourteen (14) days prior to the event.

**Refunding of fees & deposits:**

If an event is cancelled forty-five (45) days or more prior to the event, all paid fees and deposits will be refunded. Cancellations less than forty-five (45) days prior to the event will result in forfeiture of deposits.

**Fees eligible for waiver:**

Fees normally assessed for the rental of buildings, classrooms, open areas, and parking lots.

**Fees NOT eligible for waiver:**

Concession facilities	Stalls and pony pens
Cleaning deposits	RV spaces
Security fees	

**OPEN RIDING/BARREL PRACTICE**

McGee Park management will establish a schedule that allows for limited use of specified areas of the park for pleasure riding, exercising of horses, and practice for barrel racing or pole competitions.

**Limitations:**

This is a privilege, not an entitlement, and is subject to adjustments necessary to the bigger use of the park, up to and including cancellation of the privilege.

This privilege is intended for the use of individual persons and not for organized groups.

While every effort will be made to accommodate this privilege, priority will be given to paid events and those events which have the largest number of participants.

Everyday responsibilities necessary to the maintenance, upkeep, and preparation for paid and large events will be given priority over preparation for open riding/barrel practice. This may result in arena footing not being prepared to competition standards for these practices.

Courtesy and cooperation in sharing of the arenas will be required from all who participate in this privilege. Misbehavior or misuse of the facilities will result in offenders being removed and the privilege revoked.

**COMPLIMENTARY PASSES**

McGee Park has an internal policy which prohibits staff from soliciting complimentary passes or free admission from promoters or organizers of events held at the facility, except when requested to do so by County Commissioners or by the County Executive Office. If promoters or organizers voluntarily offer complimentary passes, they will be accepted, are appreciated, and will be distributed by McGee Park management in a fair manner to employees who request them. It is required that any such passes be distributed out of the McGee Park administrative office.



**SAN JUAN COUNTY**  
**MCGEE PARK**  
**MASTER CONTRACT, RULES & REGULATIONS**

All requests for the use of any McGee Park facility will be directed to the office of the McGee Park Manager and the following rules and regulations will apply:

**1. ARRANGEMENTS**

Telephone calls will not be sufficient to hold requested facilities.

**2. FEE – REFER TO RATE SCHEDULE**

- A) The rental fee shall be made payable in cash, credit card, personal check, or certified check to McGee Park. This must be done fourteen (14) days prior to your event.
- B) In the event suit or action is instituted by San Juan County to enforce compliance with this agreement, San Juan County shall be entitled, in addition to all costs and disbursements, to a reasonable sum for attorney's fees.

**3. LAW ENFORCEMENT – SECURITY GUARDS**

It shall be the obligation of the contractor to furnish adequate security for the event as herein provided. The only security allowed is San Juan County Sheriff's Deputies and Reserves at McGee Park Fairgrounds. The McGee Park Administrator or designated personnel shall determine the number of Sheriff's Deputies or Reserves that are to be used. Security guards may be required and are mandatory for dances, boxing, wrestling matches, etc. Security guards must be present at the Contractor's occupancy of facilities and must remain until all crowds and traffic is dispersed and evacuated. The amount of security guard will be determined for your event.

**4. LICENSES**

Contractor shall obtain all permits and/or licenses required by law, ordinances and rules.

- A) An occupational license must be obtained from the County Clerk's Office, when applicable, with the Clerk requiring proof of Gross Receipts Tax Number which may be obtained from the Bureau of Revenue in Farmington.
- B) Food and/or drink concessions must possess a current health certificate for the selling to the public of food not previously packaged and drinks not previously bottled.
- C) Federal law requires that copyrighted music which is used at McGee Park be properly licensed. This normally required payment of a fee to a licensing company, such as Broadcast Music International (BMI), the American Society of Composers, Authors and Performers (ASCAP) or SESAC. Memorial Coliseum and the Large Auditorium hold facilities licenses from SESAC. Any other licensing is the responsibility of the Contractor. The Contractor is advised that large



finances and damages can accrue for violation of federal copyright laws and attention should be paid to obtaining the proper license. The Contractor agrees to indemnify and hold harmless San Juan County, its Elected Officials, employees and agents, from and against any claim for copyright infringement which arises in any way from the Contractor's use of any facility at McGee Park. The contractor agrees to indemnify and hold San Juan County harmless from and against any and all damages resulting from any alleged copyright infringement including, but not limited to, damages, court costs and fees and attorney's fees.

5. **INDEMNITY**

Contractor agrees to conduct activities upon the premises so as not to endanger any person lawfully thereon. Contractor expressly agrees to protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all liability, except for the sole negligence of the facility, damage or expense for, upon or by reason of:

- A) Any injury or injuries, including injuries resulting in death, received by any person, firm or corporation to his, her or its person or his, her or its property, and unless the same results from the negligence of the County or its servants, employees or agents in the operation or maintenance of McGee Park, the McGee Park buildings and premises, unless the same results from the sole negligence of the County or its servants, employees or agents in the operation or maintenance of McGee Park, the McGee Park buildings and premises.
- B) Any loss of property received, done or occurring to, on or about the McGee Park premises, buildings, entrances, lobbies and exits thereof and the sidewalks, streets and approaches adjoining the McGee Park buildings and premises or any sole portion of McGee Park used by the Contractor hereunder unless the same results from the sole negligence of the County or its servants, employees or agents in the operation or maintenance of McGee Park, the McGee Park buildings and premises, it being expressly understood that the Contractor shall pay for any and all damage to, loss of, or theft of McGee Park premises or property which occurs in connection with the Contractor's use of the premises under this contract unless the same is caused solely by the negligence of the County of its servants, agents or employees.
- C) The Contractor agrees to indemnify and hold harmless San Juan County, its Elected Officials, employees and agents, from and against any claim for copyright infringement which arises in any way from the Contractor's use of any facility at McGee Park. The Contractor agrees to indemnify and hold San Juan County harmless from and against any and all damages resulting from any alleged copyright infringement including, but not limited to, damages, court costs and fees and attorney's fees.
- D) In the event of concurrent negligence of Contractor and County, liability shall be apportioned based upon attributable percentages of fault.

6. **ASSIGNMENT**

It is expressly understood that the use by Contractor is under a contract only and no relationship of landlord or tenant is created. Contractor has no right to sublet the premises or any part thereof, or to suffer any use of said premises other than herein specified and Contractor shall not assign this agreement or any of the rights hereunder without the consent of the San Juan County Commission.

7. **COMPLIANCE WITH APPLICABLE LAWS – CONDUCT**

Contractor will comply with all laws of the United States and of the State of New Mexico, all ordinances and resolutions of San Juan County and all rules, regulations and lawful requirements of the Sheriff's Office and Fire Departments or other authorities of San Juan County having jurisdiction in the



circumstances. Contractor will not do or suffer to be done by its agents, employees, guests, invitees or patrons on the premises during the terms of this contract anything in violation of such laws, ordinances, rules or regulations and if the attention of the Contractor is called by the County to any such violation on the part of Contractor or of any person employed by or admitted to the premises by Contractor, Contractor will immediately desist from or correct such violation.

8. **ALTERATIONS, SIGNS AND POSTERS**

Contractor shall not do, or permit to be done, upon said premises anything that will damage or in any manner deface said premises and will not drive or install, or permit to be driven or installed, any nails, hooks, tacks or screws in any part of the buildings and will not make or allow to be made any alterations of any kind whatsoever to said building or any equipment or facilities thereof without the written permission of the McGee Park Administrator or his representative. The only tape that will be allowed to be used on the walls and floors of the buildings is masking tape. Hot glue guns, duct tape, electric tape, Velcro, etc. are not allowed on walls, tables, chairs, curtains, stage, doors, ceilings, etc..

9. **ENTERTAINMENT STANDARDS**

No performance, exhibition or entertainment shall be given or held on any part of McGee Park which is illegal, indecent, obscene or immoral, which is wholly without redeeming social value, pornographic, or which contains sexually oriented material which is harmful to minors.

10. **CONTROL OF PREMISES – INSPECTION BY CONTRACTOR**

McGee Park equipment, materials and supplies owned by the County and the premises, including the keys thereto, shall at all times be under control of the McGee Park Manager and he or the other duly authorized representatives of McGee Park. Authorized McGee Park personnel shall have the right to enter the premises at all times during the period covered by this contract. Entrance and exit of said premises shall be locked and unlocked at such times as may be required for Contractor's use of McGee Park; but Contractor, at its expense, must at all times provide proper security at all entrances and exits when the same are unlocked. This provision shall not relieve the Contractor from liability for loss or damage to property of the County.

11. **ADVERTISING – SOLICITATION OF BUSINESS**

Contractor shall not distribute or circulate, or permit to be distributed or circulated any advertising material or program at the entrance to, or in, or about any part of the McGee Park premises, except such advertising programs as may pertain to the immediate attraction for which this permit is granted

12. **STORAGE – NO RESPONSIBILITY TO COUNTY**

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to McGee Park, either prior to, during or subsequent to the use of McGee Park facilities by Contractor, the County and its officers, agents and employees shall act solely for the accommodation of the Contractor and neither the County nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.



13. **OBSTRUCTIONS TO HALLS, ENTRANCES, PASSAGES, ETC.**

No portion of the sidewalks, entryways, passages, halls or way of access to public utilities of the premises shall be obstructed or cause to be obstructed, by Contractor, or caused or permitted to be used for any purpose other than ingress and egress, to and from the premises.

The water closets and water apparatus shall not be used for any purpose other than that for which they were constructed and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting from misuse of any portion of the facility or equipment of McGee Park, Contractor shall be liable.

14. **FLAMMABLE MATERIALS, FIREARMS, WEAPONS, SPECIAL EFFECTS**

All materials used for decorative purposes must be treated with flame proofing and approved by the County Fire Marshal. Contractor shall not, without the written consent of the McGee Park Manager or his designated representative, put up or operate any engine, motor or machinery upon the premises or use oil, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes or any other agent other than electricity for illuminating the premises. All firearms and weapons used, demonstrated, discharged or for decoration must be approved by the McGee Park Administrator.

15. **CONCESSION SALES – FREE SAMPLES**

The County reserves unto itself or its designated representatives or agents the sole right to sell or dispense programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobaccos, candies, food, novelties or any related merchandise commonly sold or dispenses in facilities.

16. **OBJECTIONABLE PERSONS**

The County reserves the right, but does not assume the duty, to eject or cause to be ejected from the premises any rude, insolent, drunk, intoxicated, disorderly or similarly objectionable person or persons; and neither the County nor any of its officers, agents or employees shall be liable to Contractor for any damages that may be sustained by Contractor through the exercise of such right.

17. **OCCUPANCY DISRUPTION – ACT OF GOD**

In case McGee Park or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty of unforeseen circumstance shall render the fulfillment of this contract by McGee Park impossible, including without limitation thereto, the requisitioning of the premises by the United States Government or any arm or instrumentality thereof, or by reason of labor disputes, or for any other reason beyond the control of the County, then and thereupon this Contract shall terminate and the Contractor shall pay rental for said premises only to the time of such termination at the rates herein specified, and Contractor hereby waives any claims for damages or compensation should this contract be so terminated.

18. **COUNTY'S USE OF SOUND SYSTEM**

The County, at such reasonable time, or times as it may deem appropriate, may announce, describe and advertise over the sound system in the premises, including without limitation announcements, descriptions and advertisements concerning other or future events being held or to be held in the premises in other parts of McGee Park or elsewhere, and the County reserves and retains the right to use and may use the sound system and display advertising capabilities and facilities in the premises in any manner which in its opinion, which shall be conclusive, is desirable or appropriate, provided that such



announcements, descriptions and advertisements used do not disrupt or interfere with the event of Contractor.

**19. REFERENCE TO McGEE PARK NAME AND BUILDINGS**

Subject to the provisions of this paragraph, Contractor may make mention or reference to the McGee Park name or McGee Park buildings in any advertisement, ticket, place card or other written or printed matter as well as any photograph, motion picture, television, tape recording or other matter circulated, published or caused to be circulated or published by the Contractor provided that upon written notification to the Contractor by the County that such permission is withdrawn, the Contractor shall refrain from the discontinuing such circulation or publication immediately and shall continue to refrain from further making such reference until such time permission is again granted by the County in writing.

**20. COLLECTIONS**

No solicitation or collection, whether for charity or otherwise, shall be made or attempted without the prior written consent of the McGee Park Manager.

**21. COUNTY NOT PARTNER OR JOINT VENTURER**

Nothing contained in this contract shall be deemed to constitute the County and Contractor as partners or joint ventures with each other or with any other party. It is expressly understood the Contractor is, and shall at all times be considered and construed to be an independent contractor and in no way the employee or agent of the County.

**22. NON-DISCRIMINATION**

Contractor shall not discriminate in the use of the premises against any person because of race, creed, color, religion, national origin, political belief or affiliation, age, sex or disability.

**23. COPYRIGHT VIOLATION**

Contractor agrees to assume all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of said events; Contractor agrees to indemnify and hold harmless the County from all damage, cost and expense and/or equity for or on account of the use of any patent, trademark or copyrighted materials equipment, devices process or dramatic rights furnished or used by the Contractor or its contestants and exhibitors, in connection with this contract.

**24. DEFAULT – BANKRUPTCY – TERMINATION**

It is understood and agreed that on account of the shortness of events, performances, games, exhibitions or attractions and the scheduling hereof, time is of the essence of this contract agreement and this contract shall terminate upon expiration of its term or at the option of the County if before or during the period hereof:

- A) Contractor defaults in any obligation hereunder or fails to comply with any applicable building regulations or any local, state or federal laws;
- B) Contractor has misrepresented the nature of the performance;

- C) There is damage to the premises, or civic commotion or such similar just cause to reasonably justify the opinion of the County that the contemplated use or occupancy or scheduled occupancy of the premises under this contract would be unsafe for the public or for public property;
- D) Contractor makes a general assignment for the benefit of creditors or takes benefit of any insolvency act, a receiver or trustee is appointed for Contractor or Contractor's property or execution is issued pursuant to a judgment rendered against the Contractor;
- E) This contract is assigned, passes to or devolved upon any person, firm or corporation other than the Contractor.
- F) Contractor attempts to assign this Contract agreement without prior written consent of the County;
- G) Use of the premises for the purpose of any of the purposes specified under this contract is forbidden or temporarily suspended by competent public authorities;
- H) Contractor otherwise defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein; then, and in any such event, this contract shall, at the County's option, expire as fully and completely as if such date and time of expiration were the date and time fixed herein for termination of the period and term of this contract and Contractor shall then quit and surrender the premises to the County, but Contractor shall remain liable as herein provided unless termination was due to no fault of the Contractor

**25. REMOVAL OF TRASH AND MATERIAL**

The County reserves the right to charge the Contractor, at its cost, for the removal of unusual amounts of rubbish, scrap paper, lumber or other material and the Contractor agrees to pay for the same.

**26. LOST ARTICLES**

The County shall have the sole right to collect and to have the custody of articles left, lost or checked in the building or premises by person attending any performance, exhibition or entertainment given or held under Contractor's authority shall collect or interfere with the collection or custody of such articles.

**27. COORDINATING USE OF SERVICE OR FACILITIES**

Contractor acknowledges that besides the use of the premises as contemplated by this contract agreement, the McGee Park buildings and various parts thereof and areas therein, may be or will be used for the installation, holding or presentation and for removal of activities, events and other engagements and that in order for McGee Park to operate as efficiently as practicable, it may or will be necessary, for the use or availability of services and facilities, to determine when and the extent to which the sharing of such services or facilities is necessary or desirable. Contractor agrees to comply with such schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Contractor enter or use any area, part, service or facility of McGee Park other than the premises authorized under this contract without first obtaining approval and consent of the McGee Park Manager.

**28. PROPERTY DAMAGE DEPOSIT**

- A) It is understood that Contractor has inspected the premises and equipment, that the same are in proper condition for the uses contemplated hereunder and that there is no existing damage to the premises or the equipment.



- B) That at the conclusion of the event (unless otherwise mutually agreed in writing), which is the subject of this contract, the representatives of each of the parties shall inspect the premises to determine damage to, loss of or theft to property, equipment or the McGee park premises, if any, which has been incurred or suffered in connection with the event. If the parties agree as to damage, theft, loss and payment due the County for extra services and personnel furnished by the County, a detailed description thereof and the amount thereof, shall be reduced in writing and signed by both representatives of the parties.
- C) If the parties agree as to the amount due to the County for damages or for services rendered, the Manager shall, subject to approval of the County, authorize a refund payment of the excess amount of the deposit made by Contractor over the amount agreed to be due and owing to the County, to the Contractor.
- D) If the parties cannot agree as to the amount owed to the County or if the amount agreed upon exceeds the amount of the deposit, no refund shall be made and the deposit shall remain with the County pending determination of the differences between the parties or as payment for indebtedness due the County, as the case may be. If the parties are unable to agree, each shall make a separate list of damages, loss, theft and amount due for extra services in personnel, which shall be presented to the County Manager for disposition as soon as possible.
- E) In the event that Contractor is aggrieved by the determination of the County Manager, the matter shall be submitted to binding arbitration with the Contractor and the County each choosing one arbitrator and the two arbitrators chosen, shall choose the third arbitrator. Each party shall choose its arbitrator within ten (10) day of notice and the County Manager's decision and the determination of the arbitrators shall be made within twenty (20) days after appointment of the arbitrators by the parties.

**29. MAXIMUM TICKET SALES – OCCUPANCY LOAD**

The Contractor shall not sell, cause or allow to be sold or issue admission tickets in excess of the seating capacity of the premises granted under this contract. There shall not be admitted to the premises a larger number of persons that is allowed by the occupancy load permit under the County Fire Marshall Regulations.

**30. FEDERAL COPYRIGHT ACT**

Contractor certifies and warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the County of San Juan harmless from any and all claims, losses or expenses incurred with regard to alleged copyright infringement or violations of the Federal Copyright Act arising from Contractor's use of McGee Park facilities.

## **COMMUNITY BUILDING/SUPPORT SHELTER GUIDELINES**

**Revised: August 2012**

**DATE:** \_\_\_\_\_  
(Date of the use of the Facility)

### **Non-Paying Users:**

Local groups such as 4-H clubs, Extension Service, Cowbells, Fair Board and Fair Activities, Women's Club, Mounted Patrol, Eastern Star, Masons, Senior Citizens, School Organizations, Church Organizations, American Legion, County Government, State and Federal Government, Farm Bureau, Public Health, Soil Conservation and any non-profit organization will not be charged unless that individual organization abuses the facility or furnishings. In the case of abuse to the facility or furnishings the group will be charged the amount needed to correct such abuse in order to restore the facility and its contents to its original condition.

These groups will be expected to clean up after themselves or pay for any damages incurred. A \$50.00 cleaning fee per room will be charged. In addition, these groups will be expected to pay for any damages incurred.

### **Paying Users**

All private or commercial groups will be charged. Some examples are Political Parties, Showers, Weddings, Dances and Commercial Activities such as Tupperware Parties, or private money making planned parties.

### **Rental Rates:**

Deposit of \$200.00 required in advance for all activities except noted below. This will be held until after activity. If no damage has occurred this check will be returned to sender with the receipt after activity within one week. A separate check for the Deposit must be sent along with the separate check for the rent, according to the fees listed below:

#### **\$200 Deposit Required for:**

- Support Shelter: \$50.00 rent/regular usage, Dances \$75.00 rent
- Large room and kitchen: \$100.00/rent
- Large room only: \$75.00

#### **No Deposit Required for:**

- Small room only: \$25.00
- Small room and kitchen: \$50.00

**All above rental charges will be on a per day basis.**



Deposits will be paid upon reserving the building to the Commission Secretary. Rental Fee must be paid within two weeks from date of use. Complete deposit will be used as payment, with no refund to the renter or organization. Please initial below whether you would like the county maintenance personnel to clean building thus no deposit will be returned.

Yes, clean \_\_\_\_\_ No, do not clean \_\_\_\_\_ / we will clean

This document will be considered a binding contract between the county and the signed below:

---

(Required signature of responsible party)

Dated: \_\_\_\_\_

**Tables and Chairs:**

The Lessee is permitted to use those tables and chairs within the building for its function. Lessee further understands and agrees; however that Lessee is solely responsible for the setup of tables and chairs as well as the return of tables and chair to the proper storage location. Chairs and tables will not be permitted to leave the building at any time.

**Building Preparation:**

The building will be cleaned by fairground maintenance personnel in advance of the function. It will be the duty of the Lessee to clean or have the building cleaned and leave the facility in a clean and orderly condition or to reimburse Lessor for any expense necessarily incurred to clean the premises.

**Displays and Decorations:**

Lessee may, at his/her own expense install such special displays, decorations, or other items provided that they do not attach in any manner, example: staples, glitter, nails, carpet tacks, glitter glue, or spray glue will not be allowed to the buildings, furniture, furnishings or equipment to the damage thereof. Lessee shall remove all special displays, decorations and similar items within the day following such.

**Lawful and Orderly Conduct:**

The Lessee will take all steps necessary to insure that those attending the function described above shall be, at all times, lawful and orderly Lessee shall provide adult supervision for any youth function held at the facilities. Lessee shall not allow alcoholic beverages or narcotics on the premises, nor will he/she allow anyone under the influence of alcohol or narcotics to enter.

**Law Enforcement must be provided by the Lessee:**

Harding County will not be held responsible for any attendees of Lessee's activities in any wrong doing or any violations set forth in these guidelines.

**Scheduling:**

Scheduling will be done through the Commission Office, who will in turn notify the custodian to open the building and adjust the heat or cooling. The custodian will open the building and be there to close the building. Should any problem arise it will be the responsibility of the individual to contract the janitor in charge at the time of leasing the building to take care of said problem. The Administrative Assistant will be responsible for the rental fees and regulations which are pertinent.

**Clinic:**

The Clinic shall be maintained as a separate entity, furnishing their own Janitor, paying their share of the utilities, and in general, running their part of the building as they see fit within reason. The clinic personnel shall be allowed access to the kitchen during normal office hours. They will be required to clean after themselves.

These guidelines are to be followed as a legal binding contract between Harding County and the Lessee.

**HARDING COUNTY BOARD OF COMMISSIONERS**

  
Jerry Porterfield, Chairman

  
Nick Archuleta, Vice-Chairman

  
Harold Mackey, Member

ATTEST:

8/9/12

  
Marie J. Atencio, Clerk



**Package #4:**  
**Ceremony Only**  
**4 Hours of Facility Use**

**March – October**

**\$675.00**

(Indoor/Outdoor – 175 chair capacity)

**November - February**

**\$325.00**

(Indoor Only – 100 chair capacity)

**Services/Items Included:**

*Rental of the Max Capacity (175) Chairs*

*Set up & Tear down of Chairs*

---

**Package #5:**  
**Business Meeting Package:**

*Monday-Friday between the hours of 9:00 AM – 4:00 PM*

*\$50.00 an hour up to 50 people, set up included*

*Over 50 people requires a 4 hour minimum rental*

**Additional costs not included in some packages**

Plaza Rental - \$200.00

Rehearsal (Minimum 2 Hours) - \$200.00

Changing Area - \$100.00

Arbor - \$45.00

AV/Projector - \$50.00

**Accessories**

Beverage Jugs - \$30.00 Each (2)

Beverage Buckets - \$70.00 Each (2)

Large Coffee Pot - \$60.00

Three Tier Tray set - \$40.00

*These accessories are available to use for your event by allowing us to hold a check in the amount noted and the check will be returned with your damage deposit provided the item is returned in the same condition at the end of your event.*

Outdoor Heaters – available to use in courtyard during the fall and winter season upon request.





**Additional cost not included**

**Damage Deposits:**

Weddings - \$500.00

Other Events - \$300.00

Security for 6 hours (Blackstone) - \$275.00

Event Insurance (Tulip) - \$135.00

Alcohol Service: Any alcohol services must be contracted with the Range Café.

*\*The above information is an estimate only until all details are finalized. Please note the bar costs (The Range Cafe) are not included in this estimate. These details will be determined prior to the event by contacting the Range Cafe 505-867-1700.*

**Maximum occupancy 175 (including courtyard)**

**Promotional Packages:**

The Event Center staff has the discretion to offer a 15% discount at wedding shows to couples who book their wedding one year in advance.

The Event Center staff has the discretion to partner with restaurants and wedding vendors to promote packages that will market and attract business to the event center.



## Event Center Rental Agreement

Name:	Event :	Event Date;
Mailing Address:	Telephone #	Alt Telephone #
City, St, Zip:	E-Mail:	# of Guests:

How did you hear about / find us?

## Venue

Date:	Event Description:	Start Time:	End Time:	Rental Fee:
Bride's Name:	Groom's Name:	Contact Person Day of Event:	Contact Telephone #:	

## Use of Facilities

### General Limitations

1. Hours: Each event will be approved for specific hours. It is the responsibility of the tenant to cooperate with Event Center staff and security in maintaining this schedule.
2. Non-compliance with event center policy and procedures: the Event Center reserves the right to deny the use or the continued use of its facilities to any person or organization not complying with Event Center policy and procedures.
3. The Tenant is required to observe regulations concerning smoking, eating, drinking and clean-up of meeting spaces and is responsible for all party members.
4. No event will be scheduled on the event calendar until the "Use Agreement" is signed by the person or organization requesting rental space and also signed by the Event Specialist.
5. No events will be scheduled that will charge admission. An exception may be granted to those non profit (501c3) organizations conducting fund raising events that in return provide a service to the community and that have received prior authorization to do so.



6. Liability: By signing the "Use Agreement" form, the Tenant shall indemnify and hold harmless Sandoval County and Event Center, their agents and employees, against any and all damages, claims, or other liability due to personal injury or death, or damages to the property of others, arising out of its use of the Event Center.
7. All events require proof of insurance as follows: User must maintain General Liability insurance coverage in the amount of \$1,000,000.00 per occurrence with Event Center as Additional Insured on the policy. Event insurance can be self-provided or you can purchase it from a third party vendor. A copy of the insurance certificate must be provided to Event Center at least fourteen (14) days prior to the scheduled event.
8. Civil rights: it is Event Center policy that the use of the facilities should be consistent with the objectives of Title VI of the Civil Rights Act of 1964. Facilities shall not be made available to any organization that practices discrimination based on race, creed, color, sex, national origin, age or condition of handicap.
9. Right to Refuse Service: Event Center Staff reserves the right to deny any event, activity or equipment in its sole and absolute discretion. Additionally, Event Center Staff reserves the right, in its sole and absolute discretion, to deny any guest of the Tenant access to the event center.

I have reviewed and agree to the terms under General Limitations (1 through 9)

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

## Fees and Security

10. Charges will be assessed resulting in extended use, damage, abuse, or for using services beyond those approved in advance. Extended use charges include any time for management, maintenance, and security beyond that included in the agreement, including set-up, takedown, and leaving of the rental space later than scheduled. In the event the Tenants fail to satisfactorily vacate the facility by the end time agreed to, the Tenant agrees to pay the Event Center at \$100.00 an hour for the number of hours worked by Event Center staff, with a minimum charge of 1 hour. The Tenant must accept full responsibility for such additional obligations and their settlement.
11. A \$500.00 damage deposit will be required for weddings. A \$300.00 damage deposit will be required for social and all day events. The deposit, less payment for damage done beyond normal wear and tear, will be refunded within (30) days.
12. Tenants assume all responsibility in cleaning the facility after use. In the event the Tenants fail to satisfactorily clean the facility, the Tenant agrees to reimburse the Event Center for cost of cleaning at \$100.00 an hour for the number of hours worked by Event Center staff, with a minimum charge of 2 hours.



13. If the Event Center, in its sole discretion, determines that additional supervision, security or equipment (i.e. portable restrooms) is needed for any event, the Tenant shall provide extra personnel or equipment, at which the expense shall be borne solely by the Tenant.
14. Security is required for all events with alcohol. Additionally, some non alcoholic events will require Security at the discretion of Event Center staff. Security plans will be made by Event Center staff and a mandatory security fee will be imposed. Two Security Officers will be contracted from the time alcohol starts serving, until the end of the event.

**I have reviewed and agree to the terms under Fees & Security (10 through 14)**

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

### **Facilities Policy and Procedures**

15. NO REFUNDS will be made for rental fees requested within 6 months prior to the event date. One half of the full rental amount deposit is required with submission of completed "Use Agreement." Balance of rental fee is due no later than thirty (30) days prior to event. You will not be billed for the rental fees; this is your responsibility. If the balance is not received thirty (30) days prior to event, the event will be removed from the schedule.  
Balance Due Date: \_\_\_\_\_
16. Form of payments; Checks, Money Orders, Cashier checks and Credit Cards are the only forms of payment that are accepted.
17. Sound levels must remain in compliance with Town of Bernalillo Ordinance. Sound levels must not exceed 50DbA after (10:00pm).
18. The Kitchen is a warming kitchen only; therefore, no food may be prepared at the Event Center. Caterers are responsible for all service dishes. The Event Center will not collect or store these items. Tablecloths and other rented items are the responsibility of the Tenant.
19. No smoking in Event Center building or in the Courtyard. Smoking is only permitted in designated areas outside and away from the building.
20. Do not serve or display food or drinks on bancos.
21. No confetti, rice or birdseed. Flower petals are permitted. Do not put any decoration in or on our fountains. Piñatas for decoration use only. Please do not dispose the sand from luminaria bags and/or any other foreign substance on the property's landscape including the parking lot.
22. No decorations or lights may be hung from ceiling. Open flame candles are permissible during the ceremony only.

23. No nails, tape or staples may be used to hang decorations on the adobe walls. Remove all nails, staples, thumbtacks, etc. from the wooden beams in the courtyard if you use them to hang decorations.
24. The Tenant will be expected to remove all materials prior to the opening of the El Zocalo Visitor Center on the day following event. Any exception to this guideline must be approved by the Event Center staff.
25. The Event Center shall review and approve floor plans, media plans and printed material prior to printing and publishing.
26. Alcohol: The Event Center has a private contractor, which exclusively provides all alcohol beverage services for all events that take place on the grounds. Alcohol is not permitted to be taken out of the event center through ANY door and the Security Officers will patrol both the grounds and buildings to control any violation to the County's alcohol license. **Absolutely** no other alcohol may be dispensed, consumed or brought on to Event Center property. If outside alcohol is brought onto the Event Center property, the alcohol will be confiscated and the Tenant will NOT get it back at the end of the event. If additional alcohol is found after the first occurrence, the event will be shut down, and the Tenant will **NOT** receive a refund or credit.
27. Only the (east) double doors will be kept open during an event for anyone to step outside of the event center. The other doors in the Event Center are Emergency Exits only.
28. The Event Center is not responsible for items belonging to the Tenant that are not picked up at the end of their event. The Tenant is responsible for removing their entire event's items (including decorations, linens, programs and trash) by the end time on the Use Agreement. Any maintenance issue should be reported to the Event Staff, at which time they will work to solve issues in a timely manner.
29. Children are not allowed to climb on the interior bancos, or the ledges, walls or fire place in the courtyard. No pets are allowed in the facility or on the grounds without making prior arrangements with the Event Center Staff.

I have reviewed and agree to the terms under Policies and Procedures (15 through 29)

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

\_\_\_\_\_  
Tenants Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of the Designee of  THE MEETING PLACE

\_\_\_\_\_  
Date





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

Balance due date: \_\_\_\_\_

(due thirty (30) days before the event)

Event: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ to \_\_\_\_\_

### Check List

Signed Contract			
Layout			
Alcohol & Serving Times			

### Estimate Cost

Rental Fee			\$
Deposit (returned within 30 days)	<i>Required</i>		\$
Set up / Teardown			\$
Security			\$
Event Insurance			
Other _____			
<b>Total</b>			

### Payments

	Date	Amt	Balance

\*The above information is an estimate only until all details are finalized. Please note the bar costs (The Range Cafe) are not included in this estimate. These details will be determined prior to the event by contacting the Range Cafe 505-867-1700. Table coverings will always be provided by the Tenant. In the event the tenant fails to satisfactorily clean the facility, the Tenant agrees to a cost of cleaning of \$100.00 per hour a minimum charge of two hours.





**Package #1:**

***Wedding Rehearsal - Wedding Ceremony - Wedding Reception or Other Celebrations***

***March – October***

***November - February***

**\$2,000.00**

**\$1,500**

**13 Hours**

*Between the hours of 8:00 AM - 11:00PM*

**Services/Items Included:**

*2 hours of Rehearsal – Between the hours of 8:00AM – 5:00PM (Monday – Friday)*

*Rental of the Max Capacity (175) Chairs & Tables*

*Set up of Chairs and Tables*

*Tear down of Chairs & Tables*

*Changing Area*

---

**Package #2:**

***Wedding Ceremony - Reception or Other Celebrations***

**10 hours**

***March – October***

***November - February***

**\$1,800.00**

**\$1,300.00**

*Between the hours of 8:00 AM - 11:00PM*

**Services/Items Included:**

*Rental of the Max Capacity (175) Chairs & Tables*

*Set up of Chairs and Tables*

*Tear down of Chairs & Tables*

*Changing Area*

---

**Package #3:**

***Weddings or Other Celebrations***

**6 Hours**

***March – October***

***November - February***

**\$1,600.00**

**\$1,100.00**

*Between the hours of 8:00 AM - 11:00PM*

**Services/Items Included:**

*Rental of the Max Capacity (175) Chairs & Tables*

*Set up of Chairs and Tables*

*Tear down of Chairs & Tables*

*Changing Area*



## AGREEMENT FOR USE OF ROOSEVELT COUNTY FACILITY

This Agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Roosevelt County, New Mexico (hereinafter referred to as "County") and \_\_\_\_\_ (hereinafter referred to as "Lessee") whose address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_ who desires to use the facility owned by Roosevelt County known as the \_\_\_\_\_ for the following purpose, event, or reason (specify) \_\_\_\_\_ on the following dates \_\_\_\_\_ and from (time) \_\_\_\_\_ to \_\_\_\_\_ (AM or PM).

### CONDITIONS OF AGREEMENT FOR USE

Lessee understands and agrees that the use of any Roosevelt County facility is subject to and is contingent upon the following express conditions:

1. **The County expressly reserves the right to preempt and unilaterally cancel any agreed upon use, and terminate any use agreement by providing Lessee with fifteen (15) days written notice of its intention to use the County facility for official purposes or business.** The County, in its discretion, may use any County facility for official purposes. Any such unilateral termination shall be without recourse in law or equity to Lessee, except that any damage deposit paid to County shall be returned to Lessee.
2. The following rates have been approved by Roosevelt County Commission for use of Roosevelt County facilities. All rental fees must be prepaid in full not later than 4:00 PM on the last business day prior to the Lessee's scheduled event.

Fairgrounds Use Fees	Jake Lopez Building	Special Events Arena	Outdoor Arena	Pavilion	Slab	Entire Fairgrounds
Public/Private	\$350/day	\$500/day	\$200/day	\$350/day	\$150/day	\$1500/day

	Sheriff's Office Gymnasium	Stall at Fairgrounds
D: Public/Private	\$500/day	\$25/night*



**OFFICIAL USE:** Use by the County for official purposes,. The County reserves the right to pre-empt other uses upon 15 days written notice.

**PUBLIC ENTITY:** Use by a public entity such other governmental units, a local school district, municipal body, or other organization which is exempt from the anti-donation clause.

**PUBLIC/PRIVATE USE:** Use by individuals or groups for parties or other events whether attendance is by invitation; or for activities of general public.

**Note: If dancing is included, SECURITY IS REQUIRED.**

3. The County will not provide a tractor or labor for Lessee. The Lessee will not be permitted to use the County tractor. The Lessee may utilize private equipment to provide the tractor services as required by the event.
4. All events are to terminate, and the County property is to be cleaned and vacated by no later than 12:00 midnight on each day of use. Lessee will be charged an additional fee of \$75.00 per hour for each and every hour past midnight that the facility is not cleaned and/or vacated.
5. Reservations for the use of any County facility shall be made in writing through Roosevelt County Administration Office, which is located in the Roosevelt County Courthouse, during normal business hours. Verbal or tentative reservations, understandings or commitments are invalid and will not be honored. Reservations shall be made forty-eight (48) hours prior to an event and will be processed on a first-come, first-served basis.
6. A \$500.00 cleaning/damage deposit in the form of cash, money order or check shall be required upon execution of this agreement and reservations shall not be confirmed without the receipt of said deposit. A refund of rental and deposit payments will be made if notice of cancellation is received from the Lessee no later than forty-eight (48) hours in advance of scheduled use. No refunds will be made on rental payments if cancellations are made with less than forty-eight (48) hours advance notice; however, cleaning/damage deposit will be refunded.  
\*-Denotes Stall Rental that requires a \$50 deposit.  
**Roosevelt County is not limited by the damage deposit from seeking additional damages against Lessee for damage in excess of \$500.00.**
7. Lessee shall provide to the County, proof of liability insurance in the amount of at least \$1,000,000.00 general liability covering Lessee's operation and/or use of the facilities as hereinabove provided, at least two (2) days before the event. Insurance may be obtained through the New Mexico Association of Counties Tenant User Liability Insurance Program (TULIP). In the case of private use, when no general coverage is available, a Hold Harmless Agreement is required.
8. It shall be the responsibility of the Lessee to provide adequate supervision over all activities to protect against unreasonable wear and tear or damage to the County facilities

and to protect the public health, safety, and welfare of all persons attending any function at the County facility being used.

9. The possession and/or consumption of any alcoholic beverages on County property or premises, including parking area are strictly prohibited. If during the inspection of the premises, any evidence of the consumption of alcoholic beverages is found, Lessee shall be held responsible and all deposits shall be forfeited. In addition, Lessee and leasing organization shall be suspended from future use of county facilities and may be subject to prosecution according to the law.
10. All dogs, cats, or other household animals must be leashed at all times while on the fairgrounds. Lessee shall be responsible for enforcing all aspects of County's leash policy.
11. Neither the halls nor ramps of the premises, nor sidewalks, entrances or lobby thereof shall be obstructed by Lessee nor used for any purposes other than ingress or egress without prior written consent from the County Manager with the approval of the Fire Marshal.
12. County reserves the right to control all signage used on County's property. This is to include, but not limited to content, location, construction and quality.
13. Roosevelt County facilities are smoke free. Lessee shall be responsible for enforcing all aspects of County's smoking policy.
14. The use of nails, screws, thumb tacks, staples, duct tape and glue is forbidden on walls, floors, and ceilings. The application of any substance to the floors in any building must have the prior written approval of County. No additional sand, dirt, sawdust, or other material shall be added to any facility area. Rocks used in the landscape around the building shall not be removed or taken into the buildings.
15. No flammable materials, such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decoration; all materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshal. Lessee shall not, without the written consent of the County Manager or designee, put up or operate any engine, motor or machinery upon the premises or use oil, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes or any other agent other than electricity for illuminating the premises. No explosive device shall be allowed in any facility owned by Roosevelt County. All firearms and weapons used, demonstrated, discharged or for decoration must be approved by the County Manager.
16. All vendors and pull-in concessions shall maintain an updated license for operation and follow all New Mexico Environmental Department codes and regulations as well as the New Mexico State Building Inspector's health standards and propane regulations.



NOW THEREFORE, in mutual consideration of the covenants and agreements of the parties and for valuable consideration, the parties contract and agree as follows:

1. **Use of County Facility for Approved Purpose** Lessee to use the County facility on the date during the time period specified in this agreement for the purposes set forth above and for no other purpose.
2. **Grant of License to Use Facility** County on the dates and time set forth herein and subject to the terms and conditions in this agreement hereby grants to Lessee a license to use the Roosevelt County facility known as the \_\_\_\_\_ for the express purposes set forth above, and to be held on the dates as set forth above.
3. **"As-is" Condition** Lessee agrees to accept the facility in its "as-is" and subject to all faults or other defects.
4. **Assignment and Sublicensing** Lessee shall not assign any interest in this license agreement or otherwise transfer or sublease the facility or any part thereof or permit the use of the facility to any party other than Lessee.
5. **Indemnification** Lessee shall indemnify, defend, and safe harmless County, its officers, agents and employees from any and all loss, cost (including attorney's fees incurred), damage, expense and liability (including statutory liability and liability under the common law) in connection with claims, judgments, damages, penalties, fines, losses, administrative proceedings arising out of any act or neglect by the Lessee, its agents, employees, or contractors, Lessees, invitees, representatives in or on the facility. This indemnity shall survive the termination of this agreement. Lessee hereby releases County from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee.
6. **Cleaning of Facility** The Lessee is responsible for the cleanup of County's facility, agrees to return the facility to a level of cleanliness equivalent to the state of cleanliness which existed at the time Lessee assumed possession of the premises. **Cleaning time shall be included in Lessee's event rental time and needs to be completed by the end of Lessee's reserved rental time.** The cleaning/damage deposit, or the appropriate portion of it, will be returned after Lessee has cleaned up and removed all of the trash, garbage and accumulated materials to dumpsters provided on the premises and, upon determination that the grounds/buildings are in the same or better condition as when rented. Facilities shall be cleaned by the Lessee immediately after use. Floors must be swept and mopped, restrooms must be cleaned, and chairs and tables shall be placed on the appropriate racks and returned to proper storage areas. If any facility, or portion thereof, is found in an unsanitary or unsightly condition by the Lessee, it should be reported to the County official immediately. During normal business hours, notify the County Administration Office at 575-356-5307 or leave a message after hours. If the Lessee neglects to report such conditions, Lessee thereby assumes responsibility for all costs of repair

7. **Keys to Facility** Lessee agrees to return all keys to the Administration Office by 12:00 PM the first working day following the use of the facility. The cleaning/damage deposit may be held twenty-four (24) hours from the appropriate refund, if any. Roosevelt County designee will be the sole authority to determine the appropriate refund. Lessee may pick up the facility keys one (1) day prior to their scheduled event. Lessee must obtain verbal approval from the County Manager to begin early set up for their event prior to their scheduled event and facility reservation.
8. **Charges for Unclean Condition or Damage** The following is a list of prices Lessee will be charged for any unclean condition or damage to the facilities in addition to \$30.00 per hour labor fees: (Other charges may be made against Lessee as appropriate.)

a. Lost/Copied Key	Replacement cost of related keys & locks
b. Dirty/Damaged Building	Actual cleaning/repair costs
c. Damaged/Missing Tables	Replacement cost
d. Damaged/Missing Chairs	Replacement cost
e. Unclean Bathroom	\$100 per bathroom
f. Parking Lot	\$150 for trash/broken bottles

The damage deposit shall be applied in the first instance to payment for any charges arising from unclean condition or damage to the facilities. In the event the damages exceed the total amount of the damage deposit placed by Lessee with the County, then Lessee agrees to pay and shall be personally responsible for all additional costs or damage suffered by County. County shall also be entitled to recover its reasonable attorney's fees in enforcing the terms of this agreement.

9. **Damage to Lessee's Property** County will not be responsible for art objects, paintings, sculptures, furniture, musical instruments, stock or any other property belonging to or under the control of Lessee. Lessee agrees to obtain, at its own expense, insurance necessary to cover such objects in case of their injury, loss, theft, or damage.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Roosevelt County Official

\_\_\_\_\_  
Date

☐ Deposit      Check # \_\_\_\_\_ Cash \_\_\_\_\_ Money Order/Cashiers Ck \_\_\_\_\_  
☐ Rent      Check # \_\_\_\_\_ Cash \_\_\_\_\_ Money Order/Cashiers Ck \_\_\_\_\_  
☐ Security

Key ID: \_\_\_\_\_

Keys picked up: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Keys returned on: \_\_\_\_/\_\_\_\_/20\_\_\_\_



## PROFESSIONAL SERVICES CONTRACT

### CIBOLA COUNTY

THIS AGREEMENT is made and entered into by and between the County of Cibola, hereinafter referred to as the "County" and Global Correctional Group, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. **Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed Fifty-Four Thousand Dollars and no cents (\$54,000.00) semi-annually, to be invoiced in equal monthly amounts after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$ 4,252.50 shall be paid by the County to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$58,252.50. In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

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

**3. Term.**

This Agreement is for Six (6) months from the date of approval by the Cibola County Board of County Commissioners. This Contract will not automatically renew on a semi-annual basis, but must be presented to and approved by the Cibola County Commission for the six (6) additional months' term unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

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

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

**5. Appropriations.**

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

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Cibola. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Cibola as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Cibola unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

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

**8. Subcontracting.**

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

**9. Release.**

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

**10. Confidentiality.**

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

**11. Product of Service – Copyright.**

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

**12. Conflict of Interest; Governmental Conduct Act.**

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

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

- 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;
- 2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;
- 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

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

**14. Merger.**

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

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

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**





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

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

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

**20. Disclaimer and Hold Harmless.**

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

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Cibola from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Cibola and the New Mexico Association of Counties by certified mail.

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

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

**24. Authority.**

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

**25. Lobbying.**

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

**26. Approval of Contractor Personnel.**

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

**27. Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement.



Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**28. Succession.**

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

**29. Force Majeure.**

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

**30. Mediation.**

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

**31. Notice to Proceed.**

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

**32. Attorney's Fees.**

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

**33. Cooperation.**

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

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

Request for Proposals No. FY2016-05-02 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

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

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

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

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

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

- i. provide a procuring agency of the County the right to continue using the product or service;
  - ii. replace or modify the product or service so that it becomes non-infringing;
- or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the

purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**36. Professional Liability Insurance.**

Contractor agrees to maintain in full force throughout the duration of the Agreement a lawyers professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

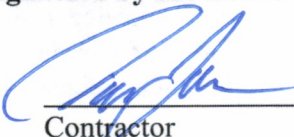
**37. Notices.**

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

To the County: Tony Boyd, County Manager // 515 West High Street // Grants, NM 87020


To the Contractor: Global Corrections Group //One Sun Avenue NE Suite # 650 //Albuquerque, NM 87109

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

By:  Date: 6/27/2016  
Contractor


Printed Name: Danieray Johnson, Vice President

Address: One Sun Avenue NE Suite # 650, Albuquerque, NM 87109

By:  Date: 6-27-2016  
Cibola County Manager

Printed Name: Tony Boyd

Address: 515 West High Street  
Grants, NM 87020

By:  Date: 6-27-16  
Cibola County Purchasing Agent



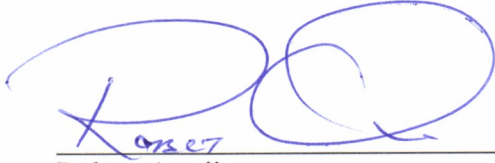
Printed Name: Frances Medina

Address: 515 West High Street  
Grants, NM 87020

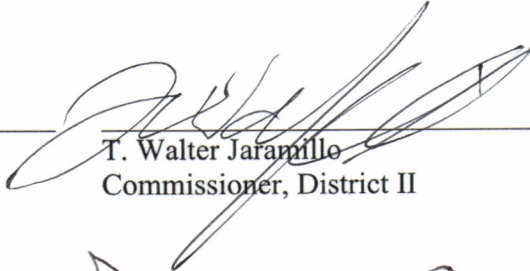


**BOARD OF COUNTY COMMISSIONERS**

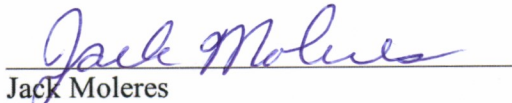
**APPROVED, ADOPTED AND PASSED** on this 22 day of June,  
2016.



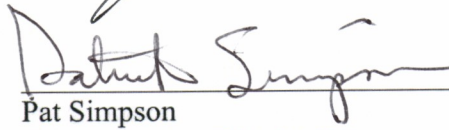
Robert Armijo  
Commissioner, District I



T. Walter Jaramillo  
Commissioner, District II



Jack Moleres  
Commissioner, District III



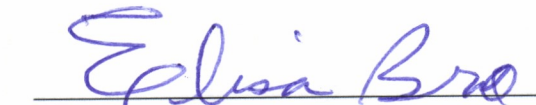
Pat Simpson  
Commissioner, District IV

**ABSENT**



Attest:

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

  
E Lisa Bro  
Cibola County Clerk

## Attachment 1

### Scope of Work

Required activities include, but are not necessarily limited to, the following:

#### I. Scope of Services

The responsibility of the Contractor is to use its best efforts to render professional consulting services to Cibola County to impart expertise to assist in maintaining successful compliance, based upon Contractor's experience with the American Correctional Association and its extensive knowledge of the Federal Performance Based Detention Standards.

Included in the support services, the Contractor shall assist in providing Phase III Aftercare Services which consist of the following:

- A) Provide County Commission with monthly SCORECARD® evaluation on progress of assessment reviews and compliance procedures.
- B) Consultation to assist the County to maintain effective facility oversight.
- C) Provide onsite weekly/bi-weekly site visits as mutually agreed upon and deemed appropriate.
- D) Attend additional meetings, training, as mutually agreed and deemed appropriate.
- E) Assist with training and development of managers and Correctional staff.
- F) Make recommendations regarding **staff** assessment, hires and training needs.
- G) Assess and recommend compliance action(s) according to the Prison Rape Elimination Act (P.R.E.A.) pursuant to the Department of Justice (D.O.J.) [C.F.R. National Standards to Prevent, Detect and Respond to Prison Rape (June, 2012) referred to as the Act].
- H) Provide managerial training and mentoring to facility officials.
- I) Consulting services when working with Federal and other agencies.
- J) Oversight assistance and monitoring - perpetual-audit compliance.

K) Oversight assistance and monitoring of facility procedural compliance.

**GCG will provide:**

- In depth knowledge with Adult Detention Standards and provide documents that comply with the Adult Detention Standards
- Provide weekly, bi-weekly, (or according to an agreed schedule) on-going inspections and meet with leadership staff
- Assist with training and development
- Assist with development and tracking of scorecard process
- Provide an annual inspection and report to the County Manager (to be provided if contract is extended in May/June 2017.
- Provide monthly scorecard reports of the Detention Center progress to the County Manager
- Assist with Management interviews
- Provide assistance as outlined in this proposal and specifically as described under Section 1, Tab d, Response to Specifications



Cibola County  
Contract Summary

**Contract Information**

<b>Company Name:</b>	Future Foundatons	
<b>Contact Person:</b>	Sherri Kachirsky	<b>Phone:</b> 505 285-3542 ext 102
<b>Address:</b>	551 Washington Ave Grants, NM 87020	<b>Email:</b> <a href="#">Click here to enter text.</a>

Type of Contract

☐ Administrative Services

☒ Professional Service

☐ Other (describe): [Click here to enter text.](#)

<b>Department Responsible:</b>	Commission
<b>Purpose:</b>	Provide Summer Youth Programs, After School Recreation, Baby Class, Summer Youth Employment Training, Building Maintenance Care
<b>Purchase Order Number:</b>	<a href="#">Click here to enter text.</a>
<b>Year Annualized Expenditure:</b>	\$63,000.00 \$17,000 will be available for building maintenance FFFC provide the first \$1000 toward building repair.

Automatic Renewal

☐ Yes the contract will Renew Automatically

☒ No Contract Requires Approval

<b>Term of Contract:</b>	1 year	
	<b>Start Date:</b> <a href="#">6/22/2016</a>	<b>End Date:</b> <a href="#">7/21/2017</a>
<b>Insurance on File:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Insurance Renewal Date: <a href="#">Click here to enter a date.</a>
<b>Cancellation Option:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Required Notice: <b>30 days</b>
<b>Notes</b>	<a href="#">Click here to enter text.</a>	
<b>Amendments/ Addendums</b>	<b>Date:</b> <a href="#">Click here to enter a date.</a> <b>Reason:</b> <a href="#">Click here to enter text.</a>	





## CIBOLA COUNTY

CONTRACT # 2016-04-01

THIS AGREEMENT is made and entered into by and between the County of Cibola, hereinafter referred to as the "County" and Future Foundations Family Center (SOS Entity #1724707), hereinafter referred to as the "Contractor"; procured pursuant to RFP 2016-04-01, the Contractor's response thereto, and any negotiations conducted pursuant to NMSA 1978 Section 13-1-115 and county purchasing policy; and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

**2. Compensation.**

A. The compensation to be provided pursuant to this solicitation will be \$63,000.00 for Administrative Overhead and Oversight on Programs held at Center. The sum of \$17,000 will be available for building maintenance (janitorial plus materials) and utilities for the entire facility. The Contractor will provide the first \$1000 toward any building repair; the County providing the remainder of cost of repair.

B. Contractor must submit a monthly statement accounting for all services performed.

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

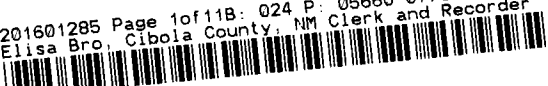
**3. Term.**

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

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. A notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Notwithstanding the

201601285 Page 1 of 11B: 024 P: 05660 07/05/2016 01:26 PM  
Elisa Bro. Cibola County: NM Clerk and Recorder



foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

**5. Appropriations.**

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

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Cibola. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Cibola as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Cibola unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

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

**8. Subcontracting.**

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

**9. Release.**

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

**10. Confidentiality.**

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

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

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

**12. Conflict of Interest; Governmental Conduct Act.**

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

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

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

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the

County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

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

**14. Merger.**

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

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

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

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

**20. Disclaimer and Hold Harmless.**

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

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Cibola from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this



Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Cibola and the New Mexico Association of Counties by certified mail.

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

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

**24. Authority.**

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

**25. Lobbying.**

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

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability,

experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Survival.**

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

**28. Succession.**

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

**29. Force Majeure.**

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

**30. Mediation.**

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

**31. Notice to Proceed.**

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

**32. Attorney's Fees.**

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

**33. Cooperation.**

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

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

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

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

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

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

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

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

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

as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**36. Insurance.**

Contractor agrees to maintain in full force throughout the duration of the Agreement a premises liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate. Contractor additionally agrees to maintain in full force throughout the duration of the Agreement a general commercial liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

**37. Notices.**

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

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

To the Contractor: <sup>551 Washington Ave</sup> [insert name and address].  
<sup>Grants NM 87020</sup>

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

By: Sherri Kachirisky  
Sherri Kachirisky

Date: 7/5/16

Printed Name: Sherri Kachirisky

Address: 551 Washington Ave

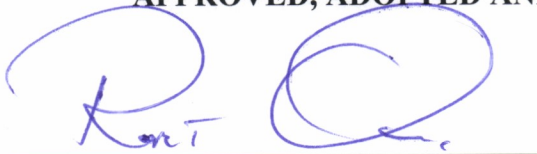
By: Frances Medina  
Certified Purchasing Officer

Date: 06-27-16

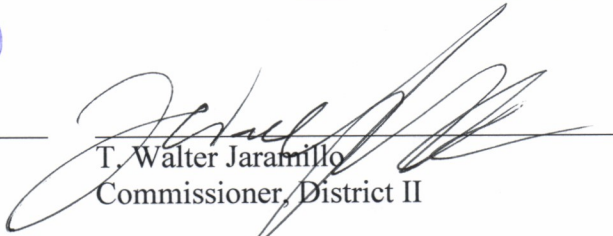
Printed Name: Frances Medina Address: 515 West High Street Grants, NM 87020

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this 22 day of June, 2016.



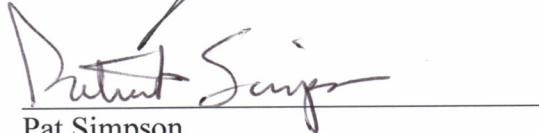
Robert Armijo  
Commissioner, District I



T. Walter Jaramillo  
Commissioner, District II



Jack Moleres  
Commissioner, District III




Pat Simpson  
Commissioner, District IV

**ABSENT**



Attest:

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



Elisa Bro  
Cibola County Clerk





## SCOPE OF WORK:

- **Building Maintenance/Care**
  - Evening Open Gym/Computer Lab
  - Evening Building
  - Supervision/Custodial
    - Building Operations
- **Baby Class**
  - Conducted once a week for
  - 1-hour prep for each class
- **Kids in Motion**
- **Summer Youth Programs**
  - **administrative Overhead**
    - Book Keeping/Payroll
    - Youth Coalition Weekly Meetings Dances
    - Halloween Carnival
    - After Prom Breakfast
  - **After School Recreation**
    - 2:45-5:30 pm
- **Sports & Games**
- **Computer Lab/Homework Assistance Youth Mentoring (5 youth) per year Board Games**
  - Field Trips 3 x a year
  - Monday- Art
  - Tuesday- Earth Club
  - Wednesday- Fitness Activities
  - Thursday- Gardening
  - Friday- Cooking / Nutrition
- **Daily Snack**
- **Summer Youth Employment Training**
  - 11 weeks in the Summer





**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION No. 17-04**

**RESTRUCTURE OF THE CIBOLA COUNTY COMMISSION**

**WHEREAS**, the Board of County Commissioners of Cibola County, met in a meeting on January 26, 2017, at 5:00 pm in the Cibola County Commission Chamber, 700 East Roosevelt Ave. Suite 50, Grants, NM 87021; and,

**WHEREAS**, the County Board of Commissioners has considered the appointment of a Chair of the County Commission, a 1<sup>st</sup> Vice-Chair, and a 2<sup>nd</sup> Vice Chair; upon motions duly made and seconded has voted by majority and appointed its Chair, 1<sup>st</sup> Vice-Chair, and 2<sup>nd</sup> Vice Chair in its meeting.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the County Commission appoints and names as Chairs of the Commission:

**Jack Moleres**, as Chair of the Commission;

**Robert Armijo**, as First Vice Chair of the Commission;

**Robert Windhorst**, as Second Vice Chair of the Commission

**APPROVED, ADOPTED, AND PASSED** on this 26<sup>th</sup> day of January, 2017.

**BOARD OF COUNTY COMMISSIONERS**

---

JACK MOLERES, CHAIRMAN

---

ROBERT ARMIJO, 1<sup>ST</sup> VICE CHAIRMAN

---

ROBERT WINDHORST, 2<sup>ND</sup> VICE CHAIRMAN

---

MARTHA GARCIA, COMMISSIONER

---

DANIEL TORREZ, COMMISSIONER

ATTEST BY:

---

MICHELLE E. DOMINGUEZ, COUNTY CLERK

**Cibola County Commission**

Jack P. Moleres, Chairman  
Robert J. Armijo, 1<sup>st</sup> Vice-Chair  
Robert S. Windhorst, 2<sup>nd</sup> Vice-Chair  
Daniel J. Torrez, Commissioner  
Martha Garcia, Commissioner

**Cibola County**

**515 West High Street**  
Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



Tony M. Boyd  
County Manager

**Resolution No. 17-07**

**Fiscal Year 2017  
BUDGET ADJUSTMENT No. 2**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of the COUNTY OF CIBOLA, STATE OF NEW MEXICO, ex officio COUNTY BOARD OF FINANCE** that the adjustments included in this document are deemed necessary to the operations of the County for the 2017 fiscal year ending June 30, 2017.

**PASSED, APPROVED and ADOPTED** by the governing body at its regular meeting on the 26th day of January 2017.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Jack P. Moleres, Chairman

\_\_\_\_\_  
Robert J. Armijo, 1<sup>st</sup> Vice-Chair

\_\_\_\_\_  
Robert S. Windhorst, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Daniel J. Torrez, Member

\_\_\_\_\_  
Martha Garcia, Member

**ATTEST:**

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

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

REVISÉD 12/08/06

ENTITY NAME: Cibola County  
FISCAL YEAR: 2016-2017  
DFA Resolution Number: \_\_\_\_\_

**For Local Government Division use only:**

[illegible]

ATTEST: \_\_\_\_\_  
 Title (Date)

Mayor/Board Chairman	(Date)
----------------------	--------

**Cibola County  
Resolution # 17-12**

Whereas, the undersigned are the duly elected and qualified members of the governing body of Cibola County; and

Whereas, the maintained mileage of County roadways is the responsibility of the Board of the Commissioners; and

Whereas, the health and safety of their patrons is of the highest priority; and

Whereas, the New Mexico Department of Transportation has notified Cibola County of the 2017 Annual Certified County Maintained Mileage Report

Whereas, total mileage for Cibola County Maintained Roads for 2017 is 363.459 Miles

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cibola County submits its 2017 Annual Certified County Maintained Mileage Report.

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Jack Moleres, Chairman

\_\_\_\_\_  
Gary Porter, Cibola County Public Works Director

\_\_\_\_\_  
Robert Armijo, 1<sup>st</sup> Vice Chair

\_\_\_\_\_  
Robert Windhorst, 2<sup>nd</sup> Vice Chair

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

Attest:

\_\_\_\_\_  
Daniel Torrez, Commissioner

\_\_\_\_\_  
Michelle Molina-Dominguez, Cibola County Clerk



# County Maintained Route Description

## For Annual Certified County Maintained Mileage Report

County Cibola County

2017

Route Name	Route Number	FROM: Beginning Termini	TO: Ending Termini	Mileage Length of Maintained Section	Total Roadway Width (In feet)	Type of Roadway Surface (Refer to Codes at bottom left)	Comments:
Marquez Road	C-1	JCT. SR 279 and C-1	Sandoval County Line	17.208	44	1 & 2	1 mi Paved / 16.208 mi Graveled
Rio Puerco Road	C-2	JCT. C-1 and C-2	Sandoval County Line	3.234	23	3	
Piedra Lumbre Road	C-4	JCT. C-1 and C-4	Gate South of Joe Chavez Ranch	4.991	23	3	
Moquino & Bibo Loop	C-5	JCT. SR. 279 and C-5	Moquino Bus Turn Around	6.553	24	1	
Seboyeta-Bibo-Moquino-Roads	C-6	C-5 and La Joya Lane, End of SR 279	Marquez Residence, Portales Shrine	4.834	24	2	
Cubero Loop & Village Roads	C-7	La Villa Trading Post	To Elementary School then to JCT. SR.124	7.166	24	1	
Encinal Cubero Road	C-8	Fire Station	Cattle Guard-Encinal-Cubero Property Line	2.486	26	1	
Water Canyon Road	C-9	JCT. C-8	Cattle guard before Game Ranch Entrance	4.095	23	3	
N. Castillos Road	C-10	JCT. C-8	End of Road	2.905	24	1,2,3	.40 Paved / 2.5 Graveled
Seco Canyon Road	C-10A	Intersection of N. Castillo Road	Property Line	0.912	22	1	
Bibo Ranch Road	C-11	S. of JCT. SR. 124, W. of La Villa	Gate at end of road	0.636	24	2	
De Armond Springs Road	C-12	N. of JCT. SR. 124 W. of La Villa	Cattle Guard at end of road	0.698	33	2	
San Jose Loop	C-13	N. of JCT. SR. 124 at San Fidel	E. of Black Mound Garage	3.817	22	2	
San Fidel Village	C-14	S. of Church JCT. SR. 124	End of Road	0.470	26	1	
Canada Road	C-14A	SR. 124 at Exit 96 North Side	W. to end of road	1.908	28	1	
Acoma Road	C-14B	Intersection SR 124 W. of San Fidel	End of Maintenance	0.360	22	1	
Rinconada Road	C-15	N. or JCT. SR 124 at Chief Rancho	Cattle Guard Beginning of FR400	5.053	33	2	
Mt. Taylor Addition Roads	C-17	N. of JCT. SR. 117 across from jail	Loop around to E. JCT. SR. 117	3.432	24	1	
Walter Road	C-17A	E. Side Exit 85 E. Grants	To end of road	0.952	24	1	
Horace Mesa Road	C18	E. JCT. SR. 547 Lobo Canyon	JCT. of C-18A	0.471	24	1	
Lobo Creek Road	C-18A	Lobo Canyon Fire Dept.	Bus Turn Around	0.724	24	1	
La Jara Mesa Road	C-18B	W. of JCT. SR. 547	Bus Turn Around	0.838	26	1	
Cantina Road	C-19	N. of JCT. SR. 547	Bus Turn Around	1.016	26	1	
Cantina Homesites Road	C-19A	N. of JCT. SR. 547	Bus Turn Around	0.244	20	1	
La Mosca Tank Road	C-19B	End of Pavement	Boy Scouts Camp	5.163	36	2	
San Mateo Roads	C-20	E. of JCT. 605 by Fire Station	Loops N. to cattleguard	4.982	26	1,2	3.982 Paved / 1.0 Graveled
Murray Acres	C-21	N. of JCT Pasture LN & Malpais RD	JCT. of C-22	2.333	24	1	
Broadview Acres	C-22	JCT. N. of Republic Supply	Intersection of Ridge Runner	2.976	24	1	
Ralph Card Road	C-23	Green Valley Trailer Park JCT. SR. 605	End of Murray Acres Road	3.113	30	1	
Nursery Road	C-23A	JCT. of C-23 N. of Feed Silos	Railroad Crossing	1.628	24	1	
Stanley Card Road	C-23B	Intersection of Ralph Card Road	End of Road	0.296	24	1	
St. Jude Drive	C-23C	Intersection of Ralph Card Road	Intersection of Barbara Drive	0.520	24	1	
Gail Drive	C-23D	Intersection of Ralph Card Road	Intersection of Barbara Drive	0.320	24	1	
Elaine Drive	C-23E	Intersection of Ralph Card Road	Intersection of Gail Drive	0.126	24	1	
Barbara Drive	C-23F	Intersection of Ralph Card Road	End of Road	0.845	24	1,2	.222 Paved / .622 Graveled
Elkins Road	C-24	C&E Concrete Plant	Milan Village Limits	1.179	24	1	



Tietjen Road, Berryhill Road, Forest Park Ave, Head Street	C-24A	Intersection of Elkins Road	Milan Village Limits	0.719	23	1	
Bell Road	C-25	Gunderson Oil	Cattle Guard - End of Road	2.539	26	2	
Chapman Road	C-25A	RR. Tracks Intersection of SR. 122	End of Road	0.951	24	2	
Roberts Road	C-25B	Old Bluewater Inn SR. 122	Bluewater Village	1.222	24	1	
Golden Acres Roads	C-26	Casa San Jose	Interesection SR. 122	0.605	20	1	
Vida Buena Road	C-27	Intersection SR. 122 W. of Milan	End of Road	0.705	20	1	
Bluewater Village	C-28	Exit 72 and SR. 122	All Roads In Bluewater Village	4.885	24	1	
Plano Colorado Frontage Road	C-28A	Exit 72 (South Side)	JCT. to Plano	2.640	26	1	
Farm Road	C-28B	JCT. C-28	First Right Turn	0.196	21	2	
Cemetery Road	C-28C	Intersection of Main Street	Intersection of Roberts Road	1.431	24	1	
Plano Colorado	C-29	JCT. C-28A	Bus Turn Around	3.482	24	1,2	1 mi Paved / 2.482 Graveled
Old Bluewater Acres Road	C-29A	JCT. C-28A	End of Road	1.700	20	2	
Bluewater South	C-30	Intersection SR. 612	All Roads in Bluewater Acres	6.588	20	1,2	3.85 mi Paved / 2.74 Graveled
Bluewater North	C-31N	Bluewater State Park	McKinley County Line	0.770	20	1	
Zuni Trail	C-32	Intersection SR. 36	Arizona State Line	27.111	20	3	
Candy Kitchen Road	C-33	Ramah Chapter Boundary	Intersection SR. 36	15.125	20	2,3	5 Graveled / 10.125 Dirt
Pine Hill Road	C-34	South Ramah Chapter Boundary	Intersection SR. 36	9.744	20	2	
Fence Lake Community Roads	C-35	Fence Lake Fire Dept.	All roads in Fence Lake Community	9.064	20	3	
Moreno Hill Road	C-35A	Fence Lake Fire Dept. South	Catron County Line	10.419	24	2	
White Hill Road	C-35B	Fence Lake Fire Dept. West	End of Road	1.989	24	3	
Bell Road	C-35C	Intersection C-35A	Intersection SR. 36	2.997	22	3	
W. Homestead Road	C-35D	Intersection SR. 36	End of Road	2.949	22	3	
Mcjunction Road	C-35E	Intersection SR. 36	End of Road	3.460	24	3	
Monday Road	C-35F	Intersection SR. 36	First Cattle Guard	1.491	22	3	
Plumasano Basin Road	C-37	intersection SR. 36	End of Road	1.503	20	3	
O'Dells Ranch Road	C-38	Intersection SR. 36 E. of Fire Dept.	Property Line	3.150	24	3	
Woodard Ranch Road	C-40	Intersection SR. 117 N.W.	Property Line	1.875	24	3	
Pietown Road	C-41	Intersection SR. 117 South	Catron County Line	10.714	24	2	
Back Country Byway	C-42	Intersection SR. 117 North	Intersection SR. 53 at Ice Caves	36.087	22	3	
Porter Ranch Road	C-44	Intersection SR. 53 S. San Rafael	End of Road	1.330	22	2	
Camino De Turquesa	C-45	Intersection SR. 53	Intersection Tephra RD	0.312	22	2	
Mesa Ridge Road	C-47	Intersection SR. 53 S.	James Property Line	7.148	20	3	
Obe Worthen Mesa Road	C-47A	Intersection SR. 53	Cattle Guard at Property Line	1.158	20	3	
Mallery Road	C-48	2 Mi up Canyon Road, Intersection SR. 53 Across Trailer Park	To South Property Line then to BIA 135	13.229	20	2	
Timberlake Road (Old Forest Road 157)	C-48A	Intersection SR. 53 East of Ramah	McKinley County Line	16.400	22	2,3	5 Mi Graveled / 11.400 Dirt Roadway
Zuni Canyon Road Grants	C-49	Grants City Limits	Intersection of Forest Road 50	15.427	24	1, 2	2 Mi Paved / 13.427 Graveled
Parsons Lane	C-49A	Interseciton C-49 and Quail Run Trailer Park	Intersection Betty Lane	0.492	20	1	
El Saguon Loop	C-49B	Intersection C-49	Intersection C-49	1.162	24	3	
Zuni Canyon Road	C-50	Intersection of Forest Road 50	Intersection SR. 53 and Ice Caves	4.366	20	2	
N. Quail Lane	C-51	Milan Village Limits S. of Airport	Across C-49 to End of Road	0.736	20	1	
N. Lawrence Road	C-51A	Intersection C-49 at housing	End of Road	0.835	18	1	
Betty Drive	C-51B	Intersection C-49A	West of Rodeo Grounds	0.540	22	1	
Rodeo Ground Road	C-51C	Intersection SR. 53 South	End of Road	0.777	21	1	
El Gallo Road	C-52	Intersection SR. 53 South	End of Road to West and End of Road to South	0.840	20	2	
Salazar Loop	C-53	Intersection SR. 53	Loop Back to SR. 53	0.627	20	1	
Valdez Subdivision	C-54	Intersection SR. 53 S. San Rafael	End of Road	0.282	20	1	
Fort Wingate Road	C-54A	Intersection SR. 53	End of Road	0.828	20	1,2	.5 Mi Paved / .33 Gravel
Ben Chavez Loop	C-55	Intersection SR. 53	Loop Back to SR. 53	0.994	20	1	
Otero Acres	C-56	Intersection SR 53	End of Road	0.592	20	1	



La Vega Estates Roads	C-56A	Intersection SR 53	End of Pavement of Calle De San Rafael	0.348	22	1	
Vista Del Monte Roads	C-56B	Intersection of SR 53	Loop Back to SR. 53	0.470	28	1	
E. Circle / W. Circle	C-57	Intersection SR. 53	Loop Back to SR. 53	0.910	22	1	
San Rafael Village	C-58	Intersection SR. 53	All Village Roads	4.068	20	1	
Dwight Small Road	C-59	Intersection SR. 53 N. of Mesita Store	End of Property Line	1.030	24	1	
Cibola Sands Loop	C-59A	Intersection SR. 53 Mile Post 85.181	Loop to Mile Post 85.488	0.384	22	1	
Clark Road	C-59B	Interesection of C-59	End of Road	0.608	18	2	
Camino De Belinda	C-59C	Interesection of C-59	End of Road	0.301	21	1	
Camino De Silvestre	C-59D	Interesection of C-59	End of Road	0.480	21	1	
Camino De Maria	C-59E	Intersection of C-59D	End of Road	0.304	23	2,3	.2 Mi Gravel / .1 Mi Dirt
Paxton Springs Road	C-62A	Intersection C-49	Intersection SR. 53	3.578	20	3	
Anaconda Road	C-63	Anaconda Mill	Intersection SR. 605	5.931	24	2	
Alamo Road	C-81	Valencia County Line on SR. 6	Cattle Guard, 1 mi. passed Harrington Ranch	6.965	22	3	
Saint Anthony Mine	C-86	Intersection C-1	Gate at Mine Site	2.800	22	3	
Forest Road 50	Forest 50	Last Cattle Guard before County Line	County Line	2.611	20	3	
			TOTAL MILEAGE	363.459			
			TOTAL ROADS	100.000			

CODES FOR SURFACE TYPE:

- 1 = Paved Roadway
- 2 = Graveled Roadway
- 3 = Dirt Roadway
- 4 = Other Surface Type

\*NOTE: On column 5, (Mileage length of Maintained Section); report mileage or section of route that is actually being maintained by the county.  
If the route is longer than what is being maintained, Do Not Report the Total length.



## **CIBOLA COUNTY**

### **BOARD OF COUNTY COMMISSIONERS RESOLUTION 17-13**

#### **INSPECTION OF PUBLIC RECORDS ACT**

**WHEREAS**, the Board of County Commissioners of Cibola County, met in a meeting on January 26, 2017, at 5:00 pm in the Cibola County Commission Chamber, 700 East Roosevelt Ave. Suite 50, Grants, NM 87021; and,

**Whereas**, Section 14-2-7 of the Inspection of Public Records Act (NMSA 1978, Section 14-2-1 to -12) states that each public body shall designate at least one custodian of public records who shall: Receive and respond to requests to inspect public records, provide proper and reasonable opportunities to inspect public records, and provide reasonable facilities to make or furnish copies of the Public Records during usual business hours;

**NOW, THEREFORE, BE IT RESOLVED**, by the Cibola County Commission that it designates the Recording and Filing Deputy Clerk as its custodian of public records.

The Recording and Filing Deputy Clerk shall:

1. Receive and respond to requests to inspect County Commission public records.
2. Provide proper and reasonable opportunities to inspect County Commission public records.
3. Provide reasonable facilities to make or furnish copies of County Commission public records during usual business hours.

**APPROVED, ADOPTED, AND PASSED** on this 26<sup>th</sup> day of January, 2017.

**BOARD OF COUNTY COMMISSIONERS**

---

JACK MOLERES, CHAIRMAN

---

ROBERT ARMIJO, 1<sup>ST</sup> VICE CHAIRMAN

---

ROBERT WINDHORST, 2<sup>ND</sup> VICE CHAIRMAN

---

MARTHA GARCIA, COMMISSIONER

---

DANIEL TORREZ, COMMISSIONER

ATTEST BY:

---

MICHELLE E. DOMINGUEZ, COUNTY CLERK





## **RESOLUTION 17- 14**

### **APPROVING THE TITLE VI PROGRAM**

**WHEREAS**, the Cibola County Board of Commissioners is duly-elected and governing body of Cibola County;

**WHEREAS**, the Federal Transit Administration (FTA) of the United States Department of Transportation (USDOT) requires the submission of a Title VI Program once every three years; and

**WHEREAS**, the attached Title VI Program has been prepared to meet that requirement in order to ensure the continuation of the receipt of FTA funding.

**NOW THEREFORE BE IT RESOLVED BY THE CIBOLA COUNTY BOARD OF COMMISSONERS THAT:**

Section 1. The Cibola County Board of Commissioners hereby approves the attached Title VI Program (Exhibit A) and all subsequent modifications required by the Federal Transit Administration.

Section 2. The Cibola County Board of Commissioners hereby authorizes the implementation of the proposed Title VI Program.

**PASSED, APPROVED, and ADOPTED this 26<sup>th</sup> day of January, 2017.**

### **BOARD OF COUNTY COMMISSIONERS:**

---

Jack Moleres, Chairman

---

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

---

Robert Windhorst, 2<sup>nd</sup> Vice-Chairman

---

Daniel Torrez, Commissioner

---

Martha Garcia, Commissioner

**ATTEST:**

---

Michelle Dominguez, County Clerk



**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION 17-15**

**BENEFITS & SALARIES OF APPOINTED OFFICIALS**

**WHEREAS**, the Board of County Commissioners of Cibola County, met in a meeting on January 26, 2017, at 5:00 pm in the Cibola County Commission Chamber, 700 East Roosevelt Ave. Suite 50, Grants, NM 87021; and,

**WHEREAS**, NMSA 1978, Section 10-1-13 (C) (2012) provides in pertinent part that “[e]ach county officer shall appoint a deputy or clerk, as allowed by law, who shall take the oath of office required of the appointing county officer and shall receive salary as provided by law;” and,

**WHEREAS**, NMSA 1978, Section 4-41-5 (1975) provides that “[t]he sheriffs in all the counties of this state shall have power to appoint deputies, who shall remain in office at the pleasure of such sheriffs; except that in counties which have established a merit system by ordinance, the provisions of the ordinance shall control the demotion and discharge of deputies and other employees of the sheriff’s office, except for one under-sheriff and an executive secretary, both of whom shall hold exempt positions;” and,

**WHEREAS**, the Undersheriff, the Sheriff’s Executive Secretary and chief deputies of elected officials are appointed by the respective elected officials and not subject to the terms of the County’s Personnel Policy Ordinance; and,

**WHEREAS**, in order to provide clear guidance to County Administrative Personnel & Payroll Staff the Board of County Commissioners has determined that it is necessary, to clarify and restate the conditions of employment and the salary & benefits afforded to Undersheriff, the Sheriff’s Executive Secretary and chief deputies of elected officials.

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

1. The Undersheriff, the Sheriff's Executive Secretary and chief deputies of elected officials (hereinafter referred to as "Appointed Officials") may be appointed at the sole discretion of the respective elected official and are terminable at will.
2. The Appointed Officials are FLSA Exempt positions, do not accumulate sick or annual leave and are required to work at time, place and manner directed by their respective elected official.
3. Appointed Officials must participate in PERA, unless specifically excluded by the Public Employee Retirement Association per law, and are subject the all federal and state wage withholding requirements.
4. The salary rate of the Appointed Officials shall be as follows:

	<b>Experience</b>	<b>Compensation</b>
a.	4 Years or Less of Employment with the Respective County Office or Equivalent	70% of the Elected Official's Salary
b.	4-6 Years of Employment with the Respective County Office	80% of the Elected Official's Salary
c.	More than 6 Years of Employment with the Respective County Office	90% of the Elected Official's Salary

**APPROVED, ADOPTED, AND PASSED** on this 26<sup>th</sup> day of January, 2017.

### **BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
JACK MOLERES, CHAIRMAN

\_\_\_\_\_  
ROBERT ARMIJO, 1<sup>ST</sup> VICE CHAIRMAN

\_\_\_\_\_  
ROBERT WINDHORST, 2<sup>ND</sup> VICE CHAIRMAN

\_\_\_\_\_  
MARTHA GARCIA, COMMISSIONER

\_\_\_\_\_  
DANIEL TORREZ, COMMISSIONER

ATTEST BY:

\_\_\_\_\_  
MICHELLE E. DOMINGUEZ, COUNTY CLERK



**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION №. 17-16**

**PARLIAMENTARY PROCEDURES & ROBERT'S RULES OF ORDER**

**WHEREAS**, the Board of County Commissioners of Cibola County, met in a meeting on January 26, 2017, at 5:00 pm in the Cibola County Commission Chamber, 700 East Roosevelt Ave. Suite 50, Grants, NM 87021; and,

**WHEREAS**, the Board of County Commissioners will conduct their meetings using Robert's Rules of Order (10<sup>th</sup> ed.) as a guide to parliamentary authority, except as modified by this document; and,

**WHEREAS**, the Board of County Commissioner has five elected Commissioners, and collectively, set policy for Cibola County outside of incorporated areas; and,

**WHEREAS**, collectively, the Board of County Commissioners, through simple majority, elect a Chairperson, Vice-Chairperson, and Second Vice-Chairperson from among themselves, whose terms last until the first meeting of the next year; and,

**WHEREAS**, individually, the Board of County Commissioners are equal in their authority to represent the entire County; and,

**WHEREAS**, to give equal representation for all five members of the Commission is appropriate to adopt special rules modifying Robert's Rules of Order.

**NOW, THEREFORE BE IT RESOLVED**, the Board of County Commissioners incorporates the above recitals, to be made a part of this resolution with the same force and effect as the remainder of this document.

**BE IT FURTHER RESOLVED**, that the Board of County Commissioners adopt the following "Special Rules" modifying Robert's Rules of Order for the purpose of conducting business during the meetings of the Board:

1. The Chairperson may make motions and shall have the same voting rights, no less and no more, as any other member of the Board.



2. The Chairperson shall not have any administrative, procedural, contractual or similar authority different than any other member of the Board, except as provided by statute.
3. Should the Chairperson vacate the office of Chairperson, the Vice-Chairperson shall serve the remainder of the term, and the Second Vice-Chairperson shall serve as Vice-Chairperson for the remainder of the term.
4. Members of the Board are required to obtain the floor (i.e., must be recognized by the Chairperson) before making motions or speaking.
5. Any and all motions need to have a second before a vote may be taken.
6. Items appearing on the agenda of meetings of the Board shall be those necessary for the proper consideration and management of County business, as determined by the County Manager. Additionally, the County Manager shall place any item necessary for the proper consideration and management of County business requested by any individual member of the Board of County Commissioners on the agenda for the meetings of the Board.
7. The presiding Chairperson at a meeting of the Board is declared to be the lawful custodian of the building where the meeting is conducted pursuant to NMSA 1978, Section 30-20-13 (C) (1981).

**APPROVED, ADOPTED, AND PASSED** on this 26<sup>th</sup> day of January, 2017.

**BOARD OF COUNTY COMMISSIONERS**

---

JACK MOLERES, CHAIRMAN

---

ROBERT ARMIJO, 1<sup>ST</sup> VICE CHAIRMAN

---

ROBERT WINDHORST, 2<sup>ND</sup> VICE CHAIRMAN

---

MARTHA GARCIA, COMMISSIONER

---

DANIEL TORREZ, COMMISSIONER

ATTEST BY:

---

MICHELLE E. DOMINGUEZ, COUNTY CLERK

*January 9, 2017*

RESOLUTION NO.17-17

A RESOLUTION RELATING TO THE PROPOSED INDUSTRIAL REVENUE BONDS ENTITLED CIBOLA COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (Route 66 Solar Energy Center, LLC PROJECT), SERIES 2017; DECLARING THE INTENT OF CIBOLA COUNTY TO ISSUE SUCH INDUSTRIAL REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$75,000,000 IN CONNECTION WITH A PROPOSED PROJECT LOCATED WITHIN THE BOUNDARIES OF CIBOLA COUNTY, NEW MEXICO, FOR THE PURPOSE OF INDUCING NEXTERA ENERGY RESOURCES, LLC TO DEVELOP THE PROJECT SITE AND TO CONSTRUCT AND INSTALL THE PROJECT; AND DIRECTING THE COUNTY CLERK TO PUBLISH NOTICE OF INTENT TO CONSIDER AN ORDINANCE AUTHORIZING ISSUANCE AND SALE OF THE BONDS IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE COUNTY.

WHEREAS, the New Mexico (“State”) legislature has passed the “County Industrial Revenue Bond Act” (the “Act”), Sections 4-59-1 to 4-59-16 inclusive, NMSA 1978, as amended, which authorizes Cibola County, New Mexico (the “County”) to issue industrial revenue bonds and to acquire project as defined in the Act; and

WHEREAS, the County desires to promote industry and develop trade by inducing manufacturing, industrial and commercial enterprises to locate in the County promoting the agricultural products and natural resources of the County and to secure and maintain a balanced and stable economy in the County and to promote public health, safety, security, and the general welfare of the citizens of the County; and

WHEREAS, NextEra Energy Resources, LLC, a Delaware limited liability company, made a proposal to the County (the “Proposal”) whereby the County will acquire from Route 66 Solar Energy Center, LLC, a limited liability company formed by NextEra Energy Resources, LLC and to be authorized to do business in New Mexico (the “Company”), land and equipment located in the County which will constitute an industrial development project (the “Project”); and

WHEREAS, the issuance of its industrial revenue bonds (the “Bonds”) by the County to finance the Project will constitute one of the inducements whereby the Company will determine to proceed with the Project; and

WHEREAS, the Board of County Commissioners (the “Commission”) of the County constitutes the governing body of the County within the meaning of the Act; and

WHEREAS, the Project has been considered by the Commission and it has been concluded that the Project will promote the health, safety, security, and general welfare of the citizens of the County, and the Commission desires to indicate its intent to consider proceeding with the issuance of the Bonds for the financing of the Project; and

WHEREAS, concurrently with the issuance of the Bonds, the Company will enter into an installment sale, lease or other financing agreement with the County under which the County will acquire the Project and which will provide for the payment of installments, lease rentals or other payments by the Company from the revenues generated by the Project or other funds of the Company sufficient to pay the debt service on the Bonds, subject to the prior adoption by the Commission of an ordinance approving such agreements and authorizing issuance of the Bonds (the “Bond Ordinance”); and

WHEREAS, the County and the Company understand that the adoption of this Resolution shall not obligate the County to issue the Bonds except in full compliance with the terms of the Bond Ordinance to be considered for adoption by the Commission prior to the issuance of the Bonds and with the terms of the related bond documents; and

WHEREAS, Section 4-37-7 NMSA 1978, requires that publication of the title and general summary of this subject matter of any proposed ordinance be made in a newspaper of general circulation within the County at least two weeks prior to the meeting of the Board of County Commissioners at which the ordinance is proposed for final passage.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF THE COUNTY OF CIBOLA, NEW MEXICO:

Section 1. All actions (not inconsistent with the provisions hereof) heretofore taken by the Commission and the officers and employees of the County, related to the Proposal, the acquisition of the Project, and the sale and issuance of the Bonds therefor, be and the same hereby are ratified, approved and confirmed.

Section 2. The Commission understands that:

(A) The Project will consist of land and equipment for solar photovoltaic electric generating facilities, including solar tracking hardware and software; photovoltaic panels and inverters; support structures; transformers and associated electrical generating equipment used to generate electricity from solar energy; and related equipment, including, without limitation, interconnection facilities, switchyard and generation tielines;

(B) The maximum aggregate face amount of industrial revenue bonds to be issued for the Project is \$75,000,000, with a term of up to 30 years;

(C) The developer and operator of the Project will be the Company, or permitted successors or assignees;

(D) The proposed Project site consists of approximately 500 acres in an unincorporated area of the County, and is located approximately 60 miles West of Albuquerque, New Mexico;

(E) The development, installation and operation of the Project at the proposed site are subject to land-use regulation and approval by the County;

(F) The Company will make all necessary arrangements with the proposed bond purchaser for the purchase of the Bonds and the County shall have no responsibility to make such arrangements; and

(G) The Company has agreed to pay or reimburse the County for all costs of legal counsel, including independent bond counsel and financial advisor of the County directly related to adoption of this Resolution, consideration and adoption of the Bond Ordinance and issuance of the Bonds. The Company has agreed to such payment or reimbursement irrespective of whether the Bonds are issued.

Section 3. In order to promote the health, safety, security and general welfare of the citizens of the County, it is the Commission's intent to take all necessary and advisable steps to consider and, if appropriate, to effect the issuance of the Bonds in an aggregate principal amount up to \$75,000,000 in order to defray part or all of the costs of the Project. The Bonds are to be entitled substantially as follows: "Cibola County, New Mexico Taxable Industrial Revenue Bonds (Route 66 Solar Energy Center, LLC Project), Series 2017", provided, however, that the Bond Ordinance may authorize a a different title and series designation for the Bonds. This expression of the Commission's intent is subject to the provisions of Section 6 of this resolution and conditioned upon the issuance of the Bonds on or before December 31, 2019, or by such other deadline for issuance of the Bonds as may be provided by the Bond Ordinance or the documents executed and delivered in connection with issuance of the Bonds.

Section 4. The Bonds shall be payable from the revenues of the Project or other moneys payable by the Company with respect thereto, and shall not constitute a debt or indebtedness of the County within the meaning of any provision or limitation of the Constitution or statutes of the State of New Mexico. In addition, if the Bonds are issued, the Company shall indemnify and hold harmless the County, the Commission and their respective officers, employees, designated representatives and agents (collectively, the "Indemnified Persons") from and against any liability to the Company or to any third parties that may be asserted against the County with respect to the County's ownership of or leasehold interest in the Project or the issuance of the Bonds. Nothing contained in this Resolution or in any other instrument shall be considered as obligating the County to any pecuniary liability or a charge upon the general credit of the County or against its taxing power, it being understood that no costs are to be borne by the County and that all costs incurred by the County in connection with the Bonds are to be promptly reimbursed by the

Company. The County's adoption of this Resolution shall not be deemed a conclusion or expression of approval by the County or any Indemnified Person of the Company or the Project.

Section 5. The Company, as agent for the County, will acquire the Project. For this purpose, by adoption of this Resolution, the County authorizes the Company to act as agent for the County for the purchase of solar generation equipment used to generate electricity from solar and related equipment as defined in Section 7-9-54.3 NMSA 1978. For other tangible personal property relating to the Project, the County will cooperate with the Company to obtain and allow use of Type 9 Nontaxable Transaction Certificates ("Certificates") that have been properly executed for acquisition of tangible personal property relating to the Project as applicable under the New Mexico Gross Receipts and Compensating Tax Act. The Company shall not use the Certificates other than for such things as may be permitted by law, if any, nor shall the Company use such Certificates after the completion of the Project. Prior to the use of such Certificates by the Company as agent for the County, the County Manager and the Company will agree to certain procedures regarding the use of the Certificates and protection of the County from any unpaid taxes determined to be due to the Taxation and Revenue Department. No costs, expenses or other monetary relief will be recoverable from the County by vendors of solar generation equipment.

Section 6. The County Commissioners and other appropriate County officials and employees are hereby authorized and empowered to take such steps and to do such things as may be necessary to achieve the purposes of this Resolution; provided, however, the issuance of the Bonds and the execution and delivery of any documents to which the County is a party in connection therewith shall be subject to the approval and authorization of the Commission pursuant to the Bond Ordinance, adopted following public notice of the Commission's intent to adopt such Bond Ordinance at least fourteen (14) days prior to the consideration of the Bond Ordinance by the Commission at a public meeting, such public notice to specify the time, date and place of the Commission's public hearing on the Bond Ordinance and the meeting at which the Bond Ordinance will be considered. In particular, no provision of this Resolution shall in any way obligate the County or any other person to issue the Bonds, any other bonds or in any way finance the Project; and the County retains full and complete discretion with respect thereto.

Section 7. If Bonds are issued by the County, the documentation evidencing the obligations of the Company shall provide that the Company shall make annual payments in lieu of taxes to the County and to the Grants-Cibola County School District for so long as the Bonds are outstanding.

Section 8. This Resolution shall not give rise to a pecuniary liability of the County and shall not give rise to a charge against its general credit or taxing powers.

Section 9. The County Clerk is hereby directed, in accordance with Section 4-37-7 NMSA 1978, as amended, to publish in the *Cibola County Beacon*, a newspaper of general circulation within the County, a title and general summary of the ordinance relating to and



authorizing issuance of the Bonds at least two weeks prior to the meeting at which the County Commission will consider such ordinance. The County Clerk may undertake such publication upon his own initiative and submittal of any necessary documents related to the proposed ordinance.

Section 10. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 11. All orders and resolutions, or parts thereof, in conflict with this Resolution are hereby repealed; provided, however, this repealer shall not be construed to revive any order, resolution or part thereof, heretofore repealed.

Section 12. This Resolution shall take effect immediately upon its adoption and approval by the Commission.

PASSED, ADOPTED, SIGNED AND APPROVED this 26<sup>th</sup> day of January, 2017.

BOARD OF COUNTY COMMISSIONERS,  
CIBOLA COUNTY, NEW MEXICO

---

Robert Armijo, Member

---

Daniel Torrez, Member

---

Jack Moleres, Member

---

Robert Windhorst, Member

---

Martha Garcia, Member

[SEAL]  
ATTEST:

---

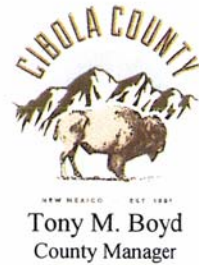
Michelle E Dominguez, County Clerk

Y:\dox\client\33660\0134\GENERAL\W2854912.DOCX

**Cibola County Commission**

Jack Moleres, Chairman  
Robert Armijo, 1<sup>st</sup> Vice-Chair  
Robert Windhorst, 2<sup>nd</sup> Vice-Chair  
Daniel Torrez, Commissioner  
Martha Garcia, Commissioner

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



---

January 13, 2017

**VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

Geraldine Rael,  
Cibola County Assessor  
515 West High Street  
Grants, NM 87020

Re: \$75,000,000 (maximum) Cibola County, New Mexico, Taxable Industrial Revenue Bonds (Route 66 Solar Energy Center, LLC Project), Series 2017 (the “**Series 2017 Bonds**”)

Dear Ms. Kennedy:

Pursuant to Section 4-59-4.1 NMSA 1978, this letter provides notice of the intent of the Board of County Commissioners (the “**Board**”) of Cibola County, New Mexico (the “**County**”) to consider the adoption of a bond ordinance to approve the Series 2017 Bonds. The beneficiary of the Series 2017 Bond would be Route 66 Solar Energy Center, LLC, a Delaware limited liability company (the “**Company**”). The Series 2017 Bond, in the maximum principal amount of \$75,000,000, would be used to finance the acquisition and construction of facilities to be used by the Company to generate electricity from solar energy, including interconnection facilities, switchyard, generation tielines and related equipment (the “**Project**”).

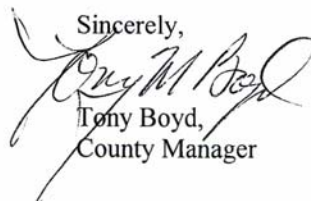
The bond ordinance for the Series 2017 Bond is expected to be considered at the County Commission's regular meeting on February 23, 2017, with the Series 2017 Bond being issued not later than December 31, 2019. The Series 2017 Bond is proposed to mature not later than 30 years after the date of its issuance. The date of consideration of the bond ordinance is subject to change, which will be reflected in the published notice for such bond ordinance or by announcement at the February 23, 2017 meeting, as the case may be.

The County and the Company have negotiated a payment in lieu of taxes (a “**PILOT**”) to be made by the Company to the County in an amount equal to \$5,000 per megawatt of generating capacity of the Project for each year in which the Series 2017 Bonds are outstanding. The Project is expected to have a maximum capacity of 50 megawatts. The County and the Grants/Cibola County School District will share equally in the PILOT.

Please be advised that under Section 4-59-4.1, the County Assessor may forward to the Board any comments and concerns it has regarding the Ordinance and issuance of the Bonds.

Although the Board encourages the County Assessor to forward any comments and/or concerns the County Assessor may have for its consideration, pursuant to Section 4-59-4.1(B), no approval of the County Assessor is required in connection with the adoption of the Ordinance and issuance of the Bonds by the County.

If you have any questions concerning this letter or the Series 2017 Bonds, please do not hesitate to contact me.

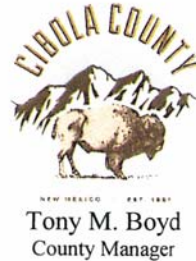
Sincerely,  
  
Tony Boyd,  
County Manager

cc: Chairman, Cibola County Commission  
Peter Franklin, Modrall Sperling

**Cibola County Commission**

Jack Moleres, Chairman  
Robert Armijo, 1<sup>st</sup> Vice-Chair  
Robert Windhorst, 2<sup>nd</sup> Vice-Chair  
Daniel Torrez, Commissioner  
Martha Garcia, Commissioner

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



January 13, 2017

**VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

Dr. Marc Space, Superintendent  
Grants/Cibola County Schools  
413 Roosevelt  
Grants, NM 87020

Re: \$75,000,000 (maximum) Cibola County, New Mexico, Taxable Industrial Revenue Bonds (Route 66 Solar Energy Center, LLC Project), Series 2017 (the “**Series 2017 Bonds**”)

Dear Dr. Space:

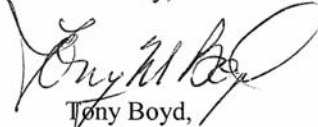
Pursuant to Section 4-59-4.1 NMSA 1978, this letter provides notice of the intent of the Board of County Commissioners (the “**Board**”) of Cibola County, New Mexico (the “**County**”) to consider the adoption of a bond ordinance to approve the Series 2017 Bonds. The beneficiary of the Series 2017 Bond would be Route 66 Solar Energy Center, LLC, a Delaware limited liability company (the “**Company**”). The Series 2017 Bond, in the maximum principal amount of \$75,000,000, would be used to finance the acquisition and construction of facilities to be used by the Company to generate electricity from solar energy, including interconnection facilities, switchyard, generation tielines and related equipment (the “**Project**”).

The bond ordinance for the Series 2017 Bond is expected to be considered at the County Commission's regular meeting on February 23, 2017, with the Series 2017 Bond being issued not later than December 31, 2019. The Series 2017 Bond is proposed to mature not later than 30 years after the date of its issuance. The date of consideration of the bond ordinance is subject to change, which will be reflected in the published notice for such bond ordinance or by announcement at the February 23, 2017 meeting, as the case may be.

The County and the Company have negotiated a payment in lieu of taxes (a “**PILOT**”) to be made by the Company to the County in an amount equal to \$5,000 per megawatt of generating capacity of the Project for each year in which the Series 2017 Bonds are outstanding. The Project is expected to have a maximum capacity of 50 megawatts. The County and the Grants/Cibola County School District (the “**School District**”) will share equally in the PILOT.

Please be advised that under Section 4-59-4.1, the School District may forward to the Board any comments and concerns it has regarding the Ordinance and issuance of the Bonds. If you have any questions concerning this letter or the Series 2017 Bonds, please do not hesitate to contact me.

Sincerely,



Tony Boyd,  
County Manager

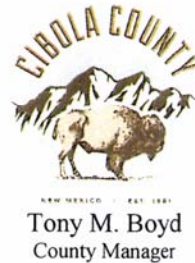
cc: Chairman, Cibola County Commission  
Peter Franklin, Modrall Sperling



**Cibola County Commission**

Jack Moleres, Chairman  
Robert Armijo, 1<sup>st</sup> Vice-Chair  
Robert Windhorst, 2<sup>nd</sup> Vice-Chair  
Daniel Torrez, Commissioner  
Martha Garcia, Commissioner

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



January 13, 2017

**VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

Thomas Whelan  
Chief Executive Officer  
Cibola County General Hospital  
1016 E. Roosevelt Avenue  
Grants, NM 87020

Re: \$75,000,000 (maximum) Cibola County, New Mexico, Taxable Industrial Revenue Bonds (Route 66 Solar Energy Center, LLC Project), Series 2017 (the “**Series 2017 Bonds**”)

Dear Mr. Whelan:

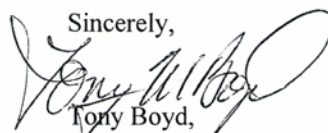
Pursuant to Section 4-59-4.1 NMSA 1978, this letter provides notice of the intent of the Board of County Commissioners (the “**Board**”) of Cibola County, New Mexico (the “**County**”) to consider the adoption of a bond ordinance to approve the Series 2017 Bonds. The beneficiary of the Series 2017 Bond would be Route 66 Solar Energy Center, LLC, a Delaware limited liability company (the “**Company**”). The Series 2017 Bond, in the maximum principal amount of \$75,000,000, would be used to finance the acquisition and construction of facilities to be used by the Company to generate electricity from solar energy, including interconnection facilities, switchyard, generation tielines and related equipment (the “**Project**”).

The bond ordinance for the Series 2017 Bond is expected to be considered at the County Commission's regular meeting on February 23, 2017, with the Series 2017 Bond being issued not later than December 31, 2019. The Series 2017 Bond is proposed to mature not later than 30 years after the date of its issuance. The date of consideration of the bond ordinance is subject to change, which will be reflected in the published notice for such bond ordinance or by announcement at the February 23, 2017 meeting, as the case may be.

The County and the Company have negotiated a payment in lieu of taxes (a “**PILOT**”) to be made by the Company to the County in an amount equal to \$5,000 per megawatt of generating capacity of the Project for each year in which the Series 2017 Bonds are outstanding. The Project is expected to have a maximum capacity of 50 megawatts. The County and the Grants/Cibola County School District will share equally in the PILOT.

Please be advised that under Section 4-59-4.1, the Cibola County General Hospital (the “**Hospital**”) may forward to the Board any comments and concerns it has regarding the Ordinance and issuance of the Bonds. Although the Board encourages the Hospital to forward any comments and/or concerns the Hospital may have for its consideration, pursuant to Section 4-59-4.1(B), no approval of the Hospital is required in connection with the adoption of the Ordinance and issuance of the Bonds by the County.

If you have any questions concerning this letter or the Series 2017 Bonds, please do not hesitate to contact me.

Sincerely,  
  
Tony Boyd,  
County Manager





## **Cibola County Ordinance 17-01 Property Tax Rebate Benefiting Low-Income Taxpayers**

### **PREAMBLE**

**WHEREAS**, NMSA 1978, § 7-2-14.3 (G) (2003) requires that the Board of County Commissioners of each County consider every odd-numbered year whether to pass an Ordinance rebating part of the property tax due from low-income taxpayers; and

**WHEREAS**, NMSA 1978, § 7-2-14.3 (I) (2003), were this Ordinance to be passed, the County would be required to pay the amount of the loss of income tax revenue to the state for the previous taxable year attributable to the allowance of property tax rebates to taxpayers of Cibola County; and

**WHEREAS**, the potential for loss to the County by virtue of it having to pay the State the amount of the loss of income tax revenue attributable to the allowance of property tax rebates to the taxpayers of Cibola County would be significant and the harm substantial provided the County's very limited resources.

**NOW THEREFORE, BE IT ORDAINED** that the Board of County Commissioners of the County of Cibola adopts the Cibola County Property Tax Rebate Benefiting Low-Income Property Taxpayers Ordinance, as follows:

#### **ARTICLE I. SHORT TITLE.**

This Ordinance shall be referred to as the Cibola County Property Tax Rebate Benefiting Low-Income Property Taxpayers Ordinance.

#### **ARTICLE II. DEFINITIONS.**

For the purposes of this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***Property Tax Liability.*** The amount of property tax resulting from the imposition of the county and municipal property tax operating impositions on the net taxable value of the taxpayer's principal place of residence calculated for the year for which the rebate is claimed.

***Principal Place of Residence.*** The dwelling owned and occupied by the taxpayer and so much of the land surrounding it, not to exceed five acres, as is reasonably necessary for use of the dwelling as a home and may consist of a part of a multidwelling or a multipurpose building and a part of the land upon which it is built.

### **ARTICLE III. GENERAL PROVISIONS.**

A. The tax rebate provided by this Ordinance may be claimed for the taxable year for which the return is filed by an individual who:

- (1) has his principal place of residence in Cibola County;
- (2) is not a dependent of another individual;
- (3) files a return; and
- (4) incurred a property tax liability on his principal place of residence in the taxable year.

B. The tax rebate provided by this section shall be allowed for any individual eligible to claim the refund pursuant to Subsection A of Article III of this Ordinance and who:

- (1) was not an inmate of a public institution for more than six months during the taxable year;
- (2) was physically present in New Mexico for at least six months during the taxable year for which the rebate is claimed; and
- (3) is eligible for the rebate as a low-income property taxpayer in accordance with the provisions of Subsection D of Article III of this Ordinance.

C. A husband and wife who file separate returns for the taxable year in which they could have filed a joint return may each claim only one-half of the tax rebate that would have been allowed on the joint return.

D. The tax rebate provided in this section is as specified in the following table:

LOW-INCOME TAXPAYER'S PROPERTY TAX REBATE TABLE		
Taxpayer's Modified Gross Income Property Tax Rebate		
Over	But Not Over	
\$ 0	\$ 8,000	75% of property tax liability
8,000	10,000	70% of property tax liability
10,000	12,000	65% of property tax liability
12,000	14,000	60% of property tax liability
14,000	16,000	55% of property tax liability
16,000	18,000	50% of property tax liability
18,000	20,000	45% of property tax liability
20,000	22,000	40% of property tax liability
22,000	24,000	35% of property tax liability.

E. If a taxpayer's modified gross income is zero, the taxpayer may claim a tax rebate in the amount shown in the first row of the table. The tax rebate provided for in this section shall not

exceed three hundred fifty dollars (\$350) per return and, if a return is filed separately that could have been filed jointly, the tax rebate shall not exceed one hundred seventy-five dollars (\$175). No tax rebate shall be allowed any taxpayer whose modified gross income exceeds twenty-four thousand dollars (\$24,000).

F. The tax rebate provided for in this section may be deducted from the taxpayer's New Mexico income tax liability for the taxable year. If the tax rebate exceeds the taxpayer's income tax liability, the excess shall be refunded to the taxpayer.

G. No later than December 31 of the year immediately following the first year in which the low-income taxpayer property tax rebate provided in the Income Tax Act is in effect for Cibola County, and no later than December 31 of each year thereafter in which the tax rebate is in effect, the Taxation and Revenue Department shall certify to Cibola County the amount of the loss of income tax revenue to the state for the previous taxable year attributable to the allowance of property tax rebates to taxpayers of Cibola County. The County shall promptly pay the amount certified to the department. If Cibola County fails to pay the amount certified within thirty days of the date of certification, the department may enforce collection of the amount by action against the county and may withhold from any revenue distribution to the county, not dedicated or pledged, amounts up to the amount certified.

**APPROVED, ADOPTED, AND PASSED** on this 26<sup>th</sup> day of January, 2017.

**BOARD OF COUNTY COMMISSIONERS**

---

JACK MOLERES, CHAIRMAN

---

ROBERT ARMIJO, 1<sup>ST</sup> VICE CHAIRMAN

---

ROBERT WINDHORST, 2<sup>ND</sup> VICE CHAIRMAN

---

MARTHA GARCIA, COMMISSIONER

---

DANIEL TORREZ, COMMISSIONER

ATTEST BY:

---

MICHELLE E. DOMINGUEZ, COUNTY CLERK

# *Western States Sheriffs' Association Annual Conference and Training March 5<sup>th</sup> - March 9<sup>th</sup>, 2017*

## *Sunday - March 5<sup>th</sup>, 2017*

*Board Meeting and Committee meetings. 1300 - 2000 pm*

## *Monday - March 6<sup>th</sup>, 2017*

*0800 am - Opening Session - Key note Speaker: Mr. Wilford Brimley, Actor*

*1200 - Golf Tournament meet at registration for departure to Golf Course*

*1200 - NRA Sponsored Shoot. Meet at registration for departure to Shooting range.*

*1800 - New Sheriffs and Attendee Orientation*

*1900 - Presidents Reception and Live Entertainment*

## *Tuesday - March 7<sup>th</sup>, 2017*

*0630 0745 am - Breakfast in Vendor Hall Sponsor:*

*0800 am - Training: Community Outreach with Mobile Technology  
Room: Grand Hall*

# *Western States Sheriffs' Association Annual Conference*

*0900 am - Vendor Hall Opens*

*- Our Brides Day at the Mall*

*1000 am - Detention Specific Topics by National Institute  
Jail Operations  
Training Room*

*1145 am - 1330 Lunch Provided in Exhibit Hall Sponsored by  
Watchsystems*

## *Afternoon Training*

*1330pm - Detention Topics National Institute of Jails  
Operations Continued*

*1500 pm - Break in Vendor Hall 45 minutes*

*1600pm - Mental Health in Detention Facilities  
Training: Grand Hall*

*1700 pm - Vendor Hall Closes*

## *Wednesday - March 8<sup>th</sup>, 2017*

*0630 - 0800 am - Breakfast in the Vendor Hall sponsored*

*0830 am - Annual Business meeting*

*Presentation by Sheriff John Whetzel*



# *Western States Sheriffs' Association Annual Conference*

*0900 am - Vendor Hall opens*

*1130 am - Lunch in Vendor Hall - Sponsored by:*

## *Wednesday - March 8th, 2017*

*1330 pm - WSSA BUSINESS MEETING*

*1500 pm - Vendor Hall Closes for 2015*

## *Thursday - March 3<sup>rd</sup>, 2016*

*0800 am - 1030 Patron Saints of the Mexican Drug Cartel -  
Santa*

*Muerte Marshal Robert Almonte*

*1100 am 1400 pm Training: Case Study, Malheur Refuge  
Stand Off in Harney County Oregon. Sheriff David Ward*

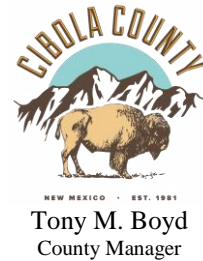
*1430 - 1600 North Dakota Pipeline Protest Incident Sheriff  
Kyle Kirchmeier and Sheriff Paul Laney.*

*1600 - 1700 Round Table discussion.*

**Cibola County Commission**

Jack Moleres, Chairman  
Robert Armijo, 1<sup>st</sup> Vice-Chair  
Robert Windhorst, 2<sup>nd</sup> Vice-Chair  
Daniel Torrez, Commissioner  
Martha Garcia, Commissioner

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



To: Cibola County Commission

From: Frances R Medina, CPO

Date: January 23, 2017

On the 5<sup>th</sup> of December 2016, Cibola County went out for bid on a Tanker/Pumper for The Cubero VFD. The IFB was published on the website as well as in the legal of The Albuquerque Journal.

The IFB closed at 4:00 PM MDT/MST on the 4<sup>th</sup> of January 2017. Only one bid was received and presented to Chief DeSoto with the option of going back out for bid if the bid did not meet all conditions of the IFB. We are seeking approval from the Commission to accept the bid of Midwest Fire Luverne, MN in the amount of \$210,312.00.

**APPROVED, ADOPTED, AND PASSED** on this 26<sup>th</sup> day of January, 2017.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
JACK MOLERES, CHAIRMAN

\_\_\_\_\_  
ROBERT ARMIJO, 1<sup>ST</sup> VICE CHAIRMAN

\_\_\_\_\_  
ROBERT WINDHORST, 2<sup>ND</sup> VICE CHAIRMAN

\_\_\_\_\_  
MARTHA GARCIA, COMMISSIONER

\_\_\_\_\_  
DANIEL TORREZ, COMMISSIONER

ATTEST BY:

\_\_\_\_\_  
MICHELLE E. DOMINGUEZ, COUNTY CLERK

- a. Appointment of Two Members to NWNMRSWA
  - a) Meets on the third Thursday of every other odd month starting Jan, March etc.. at 8:30 am
  - b) Current Members are Jack Moleres and Tony Boyd as Secondary
- b. Appointment of Two Members to NWNMCOG
  - a) Please see attached Calendar
  - b) Current Members are Robert Armijo and Julie Quintana
- c. Appointment of Two Members to Future Foundation Family Center
  - a) Meets on the 1<sup>st</sup> Thursday of February, May, August, November
  - b) Walter Jaramillo
- d. Appointment of Two Members to JJAC
  - a) Meets Quarterly when quorum is met
  - b) Current member Robert Armijo
- e. Appointment of Two Members to Economic Development
  - a) Meets every other Month on the third Tuesday at 9:00 am next meeting will be February 21
  - b) Current member Tony Boyd and Robert Armijo
- f. Appointment of Two Members to Cibola General Hospital Board
  - a) Please see the attached schedule
  - b) Current Member Robert Armijo
- g. Appointment of Two Members to Transit Authority
  - a) No set date just when quorum is met.
  - b) Current Member Tony Boyd

## Julie Quintana

---

**From:** Misty Pike <misty\_pike@cibolahospital.com>  
**Sent:** Monday, January 23, 2017 9:40 AM  
**To:** Julie Quintana  
**Subject:** RE: Cibola General Hospital Board Meeting

Good Morning,

Our meetings right now are scheduled for the last Monday of every month, except December. It's being proposed to move to the fourth Monday of each month. I'll copy a list of the days they fall on. If anything changes I will let you know!

Monday, January 30, 2017
Monday, February 27, 2017
Monday, March 27, 2017
Monday, April 24, 2017
Monday, May 22, 2017 (Due to Holiday)
Monday, June 26, 2017
Monday, July 31, 2017
Monday, August 28, 2017
Monday, September 25, 2017
Monday, October 30, 2017
Monday, November 27, 2017

Thanks

Misty Pike  
Executive Administrative Assistant  
Cibola General Hospital  
1016 East Roosevelt Avenue  
Grants, NM 87020  
Office# 505.287.5300  
Fax# 505.287.5309  
[misty\\_pike@cibolahospital.com](mailto:misty_pike@cibolahospital.com)



# NORTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS

## Board of Directors

### MASTER CALENDAR

## State Fiscal Year 2017

[Summer 2016 – Summer 2017]

UPDATED BY EXECUTIVE COMMITTEE  
10/11/16  
FOR FULL BOARD ADOPTION  
11/2/16

DATE	EVENT	LOCATION
<b>1<sup>st</sup> Quarter [July 1 – September 30, 2016]</b>		
July 1, 2016	Start State Fiscal Year 2017	
July 13, 2016	COG Executive Committee Meeting	San Juan County
August 3, 2016	★ ★ COG Board—Annual Meeting & Luncheon	San Juan County
<b>2<sup>nd</sup> Quarter [October 1 – December 31, 2016]</b>		
October 1, 2016	Begin Federal Fiscal Year 2017	
October 12, 2016	COG Executive Committee Meeting	Cibola County
October 15-19, 2016	NADO Annual Training Conference + SWREDA Conference	San Antonio, TX
October 18-20, 2016	COG Field Audit by Loftis LLC	Gallup
October 26-28, 2016	New Mexico Infrastructure Finance Conference	Ruidoso
November 2, 2016	★ COG Board Meeting—Regular	McKinley County
<b>3<sup>rd</sup> Quarter [January 1 – March 31, 2017]</b>		
January 17 – March 18, 2017	New Mexico State Legislature, 2017 Winter Session	Santa Fé
January 11, 2017	COG Executive Committee Meeting	McKinley County ✓
January 17-19, 2017	NM Association of Counties Legislative Conference	Santa Fé
February 8, 2017	★ COG Board Meeting—Legislative Session	Santa Fé
February 9, 2017	2017 Gallup-McKinley County Day at the NM State Legislature	Santa Fé
<b>4<sup>th</sup> Quarter [April 1 – June 30, 2017]</b>		
April 3-5, 2017	NADO Washington Policy Conference	Arlington, VA
April 12, 2017	COG Executive Committee Meeting	San Juan County
May 3, 2017	★ COG Board Meeting—Regular	Cibola County ✗
June 21-23, 2017	NM Association of Counties Annual Conference	Taos
June 24-26, 2017	NADO Board of Directors—Summer Board Meeting	Charleston, SC
June 30, 2017	End Fiscal Year 2017	
**** FY 2018 [partial/tentative] ****		
<b>1<sup>st</sup> Quarter [July 1 – September 30, 2017]</b>		
July 1, 2017	Start State Fiscal Year 2018	
July 12, 2017	COG Executive Committee Meeting	Cibola County
August 2, 2017	★ ★ COG Board—Annual Meeting & Luncheon	McKinley County