

CIBOLA COUNTY BOARD OF COMMISSIONERS

Jack Molerés
Chairman

Robert Armijo
1st Vice Chairman

Robert Windhorst
2nd Vice Chairman

Daniel Torrez
Commissioner

Martha Garcia
Commissioner

Regular Meeting
April 27, 2017 at 5:00 p.m.
Cibola County Commission Chamber
700 East Roosevelt Ave, Suite 50

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Prayer**
5. **Approval of Agenda**
6. **Consent Agenda - Action May Be Taken**
 - a. Meeting Minutes March 23, 2017 Regular Meeting
 - b. Meeting Minutes April 6, 2017 Special Meeting
7. **Reports**
 - a. Monthly Sheriff's Department Activity Report
 - b. Monthly Detention Report
 - a) PREA
 - c. Monthly Road Department Report
8. **Presentation**
 - a. Future Foundations *Highlights* - Sherri Kachirisky
 - b. Big Brothers Big Sisters – Sarah Piano
9. **Public Comment**

The Public has the opportunity to provide comment at this time regarding any agenda item only. Your Comments will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit is given in an effort to allow public input but also to move the agenda forward in a prompt yet efficient manner.
10. **New Business-Action May Be Taken**
 - a. Consideration of Amended Joint Powers Agreement Reorganizing the Cibola Regional Communications Center
 - b. Consideration of Amended DWI Policies
 - c. Consideration of MOU between Cibola County and the City of Grants re: Zuni Mountains Quartz Hill Project
 - d. Consideration of Mutual Assistance Agreement Between Western New Mexico Correctional Facility and Cibola County Detention Center
 - e. Consideration of Range Use Agreement with Western New Mexico Correctional Facility
 - f. Consideration of Intergovernmental Agreement Between Doña Ana County
 - g. Consideration of Agreement for Inmate Confinement with the County of Santa Fe
 - h. Consideration of Agreement for Inmate Confinement with Air Force

- i. New Mexico Department of Transportation (NMDOT) Possible Maintenance and Upkeep Request

11. Manager's Report

12. Comments

- a. Staff
- b. Commissioners

13. Executive Session

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

- a) Personnel – Michael Dodds
- b) Personnel – Gary Porter
- c) Real Estate Property – Real Property Lease to the Administrative Office of the Courts
- d) Real Estate Property – Casa Lease

- Motion and roll call vote to go into Executive Session for the state reasons
- Board meets in closed session
- Motion and vote to go back into regular session
- Summary of items discussed in closed session
- Motion and roll call vote that matters discussed in closed session were limited to those specified in Motion. For closure and that no final action was taken, pursuant to the authority in § 10-15-1 NMSA 1978

14. Action Item

- a. Personnel – Michael Dodds
- b. Personnel – Gary Porter
- c. Real Estate Property – Real Property Lease to the Administrative Office of the Courts
- d. Real Estate Property – Casa Lease

15. Announcements

The next Regular Commission Meeting will be held on Thursday, May 25, 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

“If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the Cibola County Commission Chamber 700 E. Roosevelt Ave. Suite 50, Grants, NM 87020, phone (505)287-9431 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Cibola County Administration if a summary or other type of accessible format is needed.”

Cibola County Commission
Regular Meeting
March 23, 2017

The Cibola County Commission held a Regular Meeting on Thursday March 23, 2017 at 5:00 pm in the Cibola County Commission Chamber

Elected Officials Present Staff

Jack Molerés, Chairman
Robert Armijo, 1st Vice Chairman
Robert Windhorst, 2nd Vice Chairman
Daniel Torrez, Commissioner
Martha Garcia, Commissioner

Tony Boyd, County Manager
Joseph Sanders, Finance Director
Michelle E. Dominguez, County Clerk
Heather Paintin, Recording/Filing Clerk

1. Public Hearing for Comment on;

a. Updated LEDA Ordinance- Jill Andrews from Fencelake town of less than 50 people. Current language disqualifies them from current economic development opportunities such as a farmers market, community heritage museum, archive and performing arts venue. Passing this language change would bring them in alignment with LEDA at a state level and allow the community to take full advantage of the heritage and economic development set forth by the state. Will be voted on tonight under 11f.

2. Call to Order

Chairman Jack Molerés called the meeting to order at 5:31 p.m.

3. Roll Call

Chairman Jack Molerés does roll call 5-0 in attendance

4. Pledge of Allegiance

Led by Armijo and Recited by all

5. Prayer

Commissioner Daniel Torrez led us in prayer

6. Approval of Agenda

Motion to approve the agenda with the following changes requested by Manager Boyd: move 11e to under 11ic, 11d to 9c, and table Presentation A and add to the next regular meeting agenda made by Commissioner Garcia, seconded by 1st Vice Chairman Armijo, 5-0 Affirmative.

7. Consent Agenda – Action May Be Taken

a. Meeting Minutes February 23, 2017 Regular Meeting

Motion to approve Minutes with changes to N 1, Motion to NOT purchase- Land Next to La Mesa Mall, 4-0 affirmative and also relook at N 2,3,4 changes need to be made to 5-0 affirmative or 0-5 negative made by 1st Vice Chairman Armijo, seconded by Commissioner Torrez 5-0 Affirmative

b. Meeting Minutes March 2, 2017 Special Meeting

Motion to approve March 2, 2017 Special Meeting made by 1st Vice Chairman Armijo, seconded by Commissioner Torrez 5-0 Affirmative

8. Reports

a. Monthly Sheriff's Department Activity Report.

Sheriff Tony Mace said that the Detective handled 4 CYFD referrals and 1 suicide case closed. They worked with the Grants Police Department on a burglary in progress and arrested 3 suspects at the scene while recovering the stolen property and returning it to the owner. Assisted Grants agency on a case of sexual penetration of a minor. Participated in a year-long narcotics case on High Street making several arrests. Also, worked with Grants, Milan and State Police in a warrant round up and took 12 people into custody. Had to search and rescue last month, one gentleman with serious injuries out of the Malpais and the other was a family stuck in the mud near McGaffey which they got them out safely.

b. Monthly Detention Report.

Adrienne Jaramillo stated that the current count to 187 in custody.

a)PREA – For the Month of February they had 0 PREA Reports.

Adrienne Jaramillo said the billing for February was a total of \$157,020.00 to agencies that pay them for their beds. Revenue collected for February 2017 was \$225,712.61. Juvenile Care paid for February 2017 was \$13,891.12. Commissioner Garcia requested customer service and better communication on bonding. Adrienne Jaramillo will get a document together with directions and have it available at the detention center.

c. Monthly Road Department Report.

Gary Porter said that for the Month of February 2017 they have been blading roads and Working on special projects along with helping city of Grants move and haul equipment.

d. County Complex Remodel Expense Report

Manager Tony Boyd said they are about done with the project. Scheduled tomorrow, weather permitting, to do weather proofing to some of the tile. Next week placing final tile outside and capping on the roof. Still working on the heading issues and they are going to install an additional pump to circulate hot water so all locations have hot water. About 985 done with project and at the same amount from last month with no extra cost for what they are doing now, it is including in the cost.

9. Presentation

a. Homestake Mining After School Program at Future Foundations- tabled until next month's regular meeting.

Manager Boyd said they are going to be donating some funds to the program, however the funds will be contingent on getting the rest of the money from program.

b. Cibola Recycle Single Use Plastic Bag Ordinance Example- Hollis Fleischer

Hollis is the co- coordinator for Recycle Cibola. Presenting the idea of a proposed ordinance from Silvercity and would like to work with the City of Grants, Village of Milan and Cibola County to consider Single-Use Plastic Bag Ordinance. They are in the process of getting recycle bins at Wal-Mart to make it more convenient for people to utilize and recycle. They do a lot of community outreach and education, mostly to children. Have helped provide recycling containers in parks, athletic areas and business to get more people recycling. They came tonight to ask for the commission to consider a similar ordinance to clean up the county and get more people recycling. It would be important to reach out to retailers ahead of time and get their ideas and hear any concerns and this would help with all their efforts they have made to clean up the county. They would be happy to help with the ground work to get this started.

10. Public Comment

No public comment

11. New Business – Action May Be Taken

- a. Consideration of Resolution 17-21, NMDOT 2016 Annual Public Entity Hardship Sale

Motion to approve made by Commissioner Garcia, seconded by 1st Vice Chairman Armijo, 5-0 Affirmative.

- b. Consideration of Resolution 17-22, Fiscal Year 2017 BUDGET ADJUSTMENT No. 3

Motion to approve made by 1st Vice Chairman Armijo, seconded by Commissioner Torrez, 5-0 Affirmative.

- c. Consideration of Resolution 17-23, Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority.

Motion to approve made by 1st Vice Chairman Armijo, seconded by 2nd Vice Chairman Windhorst, 5-0 Affirmative.

- d. Consideration of Resolution 17-24, Distribution of PILT Route 66 Solar Energy Center LLC

Motion to approve at 52%/48% for first 50 megawatts and 50%/50% for the next 10 megawatts made by Commissioner Torrez, seconded by 2nd Vice Chairman Windhorst, 5-5 Affirmative.

Announcement of special meeting on April 6, 2017 at 5pm

- e. Pueblo of Laguna Council Intergovernmental Agreement

Motion to table made by 1st Vice Chairman Armijo, seconded by Commissioner Torrez, 5-0 Affirmative.

f. Consideration of Approval of Updated LEDA Ordinance

Motion made by 1st Vice Chairman Armijo, seconded Commissioner Garcia, 5-0 Affirmative. This will go into effect 30 days after it is recorded with County Clerk.

g. Milan Police Department Merge with Cibola Regional Communications Center (CRCC)

Waiting on Milan to have a special meeting and also the CRCC board meeting

h. School Resource Officer- for Discussion Only

a. Teri Jaramillo reported they are down an SRO at Grants High school.

i. Consideration of Contract

a. Global

Motion made to continue one more month by 1st Vice Chairman Armijo, second by Commissioner Torrez, 5-0 Affirmative. Will be discussed in further detail during closed session and special meeting April 6, 2017.

b. Intergovernmental Agreement with Rio Arriba county for the housing of Inmates

Motion made by 1st Vice Chairman Armijo, seconded by Commissioner Torrez, 5-0 Affirmative.

12. Manager's Report

a. House Memorial 74- Bataan Memorial will be held on Friday April 7, 2017 at 2:30 p.m. to 3:30 p.m., at the Convention center located on the corner of High and Iron Street.

- b. Thank You Letter from Sherriff's Office for "Shop with a Cop Program"- Sherriff Tony Mace presented the Commission with a picture of all the children in the program as a token of appreciation for the support given.

13. Comments

a. Staff

Detention center is working on several programs to clean up trash, an area on highway 117 and on Route 66 by Petro area. Several resources to reduce inmate population. Holding a meeting next month. He has identified 3 grants that are available that total over \$1 million dollars that help with programs reduce revisits. NMSU is assisting in writing the grants. The discovery of these grants was found through an inmate who wrote a letter about a lawsuit that took place around the government helping with programs.

b. Commissioners

1st Vice Chairman Armijo asked Mr. Middleton about the issue with the radio system and issues with communication.

14. Executive Session

At 8:30pm motion made by 1st Vice Chairman to go into Executive Session, seconded by 2nd Vice Chairman Windhorst, 5-0 Affirmative.

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

- a) Settlement Agreement- Pueblo of Acoma
- b) Real Property Lease- Smith's
- c) Real Property Lease- CASA

- Motion and roll call vote to go into Executive Session for the state reasons
- Board meets in closed session
- Motion and vote to go back into regular session
- Summary of items discussed in closed session
- Motion and roll call vote that matters discussed in closed session were limited to those specific in Motion. For closure and that no final action was taken, pursuant to the authority in § 10-15-1 NMSA 1978

At 9:04pm motion made by Commissioner Torrez to start back into regular session, seconded by 2nd Vice Chairman Windhorst, 4-0 Affirmative.

15. Action Items

Consideration of Settlement Agreement- Pueblo of Acoma

Motion made by Commissioner Garcia, seconded by 2nd Vice Chairman Windhorst, 4-0 Affirmative.

16. Announcements

There will be a special meeting held on Thursday April 6, 2017 at 5 p.m. in the Cibola County Commission Chamber Room, 700 East Roosevelt Ave, Suite 50

The next Regular Commission Meeting will be held on Thursday April 27, 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

17. Adjournment

Motion to adjourn meeting at 9:06 p.m. made by 1st Vice Chairman Armijo, second by 2nd Vice Chairman Windhorst 4-0 Affirmative.

Cibola County Commission
Special Meeting
Thursday April 6, 2017

The Cibola County Commission held a Special Meeting on Thursday April 6, 2017 at 5:00 pm in the Cibola County Commission Room

Elected Officials Present Staff

Jack Molerés, Chairman
Robert Windhorst 2nd Vice Chairman
Martha Garcia, Commissioner
Daniel Torrez, Commissioner

Tony Boyd, County Manager
Joseph Sanders, Financial Analyst
Michelle Dominguez, County Clerk
Natalie Grine Chief Deputy Clerk

1. Public Hearing for Comment on:

- a. Ordinance No.2017-03 Authorizing the issuance and sale of Cibola County, New Mexico Taxable Industrial Revenue Bonds (Route 66 Solar Energy Center, LLC Project), Series 2017 in the Maximum Aggregate Principal Amount of \$75,000,000.

Rony Pynes asked if the actual amount is \$75,000,000 or if fees are extra.
Manager Boyd replied the fees are included.

Eileen Yarbrough stated that she is in support of the Route 66 Solar Energy Center Project.

Manager Tony Boyd mentioned he is very pleased with this project and is in support of this project. Cibola County will benefit from it with the revenue coming in.

Robert Windhorst stated that he was very impressed with NextEra, and it will be a good thing for Cibola County.

2. CALL TO ORDER

Chairman Molerés called the meeting to Order at **5:16 pm**.

3. ROLL CALL

Chairman Molerés does roll call- 4-5 Commissioners in attendance.
Commissioner Armijo and was absent, and Commissioner Torrez arriving at 5:30 p.m.

4. Pledge of Allegiance

Led by all

5. Prayer

Prayer led by Commissioner Martha Garcia

6. Approval of Agenda

Motion to approve Agenda made by Commissioner Garcia, second by 2nd Vice Chairman Windhorst, 3-0 affirmative.

7. Action Items

- a. Consideration and approval of Ordinance No. 2017-03 Authorizing the issuance and sale of Cibola County, New Mexico Taxable Industrial Revenue Bonds (Route 66 Solar Energy Center, LLC Project), Series 2017 in the Maximum Aggregate Principal Amount of \$75,000.000

Motion to approve Ordinance No. 2017-03 made by 2nd Vice Chairman Windhorst, second by Commissioner Garcia 3-0 affirmative.

- b. Consideration of Resolution 17-25, Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority.

Motion to approve Resolution 17-25, made by 2nd Vice Chairman Windhorst, second by Commissioner Garcia 3-0 affirmative.

- c. Consideration of Contract
 - a. Global Contract

Motion to end contract with Global Correctional Group made by Commissioner Torrez, second by 2nd Vice Chairman Windhorst, 4-0 affirmative.

8. Announcements

The next Regular Commission Meeting to be held on Thursday, April 27, 2017 immediately following the Board of Finance Meeting in the County Convention Room.

9. Adjournment

Motion to adjourn meeting made by Commissioner Torrez, second by 2nd Vice Chairman Windhorst at 5:47 p.m.



Cibola County Sheriff's Office

Sheriff Tony Mace

tnymace@yahoo.com

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

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

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

The following are statistics for the Cibola County Sheriff's Department for March 1, 2017 through March 31, 2017.

		PREVIOUS YR
Accidents	14	9
Arrests	67	45
Transports	24	22
Warrant Transports	25	21
Calls	1208	789
Citations/Warnings	95	86
Civil Papers Received	58	52
SERVED	36	
Incidents	53	45

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

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Accident List

03/01/2017 to 03/31/2017

Accident Complaint No.	Date/Time	No. Vehicles Involved	No. Injured	No. Fatalities	Reporting Officer ID / Name	Offense Complaint No.	Investigating Dept.
30141101	03/06/2017 1734	1	0	0	115 - Dep. K. Grassie	17-000268	
30141102	03/08/2017 1633	2	0	0	115 - Dep. K. Grassie	17-000278	CIBOLA COUNTY SO
30141104	03/09/2017 1006	2	0	0	111 - Dep. T. Archuleta	17-000288	
30141105	03/11/2017 1439	1	0	0	107 - Dep. R. Veloz	17-000296	
30141104	03/11/2017 1655	1	0	0	105 - Sgt. D. Chavez	17-000292	CIBOLA COUNTY SO
30141106	03/14/2017 1951	2	3	0	115 - Dep. K. Grassie	17-000307	
30141107	03/16/2017 2330	1	0	0	111 - Dep. T. Archuleta	17-000320	
30141108	03/17/2017 0914	1	0	0	118 - M. Oelcher	17-000323	
30141110	03/23/2017 1639	2	1	0	107 - Dep. R. Veloz	17-000356	CIBOLA COUNTY SO
	03/24/2017 1355	0	0	0	103 - Lt. H. Hall	17-000355	
30141111	03/24/2017 2112	1	0	0	116 - Dep. A. Romero	17-000361	CIBOLA COUNTY SO
30141112	03/26/2017 1007	2	0	0	108 - Dep. J. McCowen	17-000363	CIBOLA COUNTY SO
30141113	03/27/2017 0304	1	1	0	105 - Sgt. D. Chavez	17-000365	
30141114	03/31/2017 1753	2	0	0	107 - Dep. R. Veloz	17-000384	CIBOLA COUNTY SO

Total Accidents : 14

Cibola County Sheriff's Office

Arrests - by Officer

Arrest Date: 03/01/2017 - 03/31/2017

Officer	Arrests	SEX			RACE				ETHNIC		
		Male	Female	UNK	White	Black	Indian	Asian	UNK	Hispanic	NonHisp
D. Taylor	16	8	8	0	10	0	5	0	1	8	8
Dep. A. Kemp	13	9	4	0	10	0	2	0	1	8	5
Dep. A. Romero	4	3	1	0	1	0	1	0	1	1	3
Dep. B. Pena	1	1	0	0	0	1	0	0	0	0	1
Dep. J. McCowen	3	3	0	0	2	0	0	0	0	1	2
Dep. K. Grassie	4	4	0	0	2	2	0	0	0	1	3
Dep. R. Veloz	7	7	0	0	3	0	4	0	0	1	6
Lt. H. Hall	3	3	0	0	2	0	1	0	0	1	2
M. Hawkins	12	6	6	0	5	1	4	0	2	6	6
M. Oelcher	1	0	1	0	1	0	0	0	0	1	0
Sgt. L. Lister	3	2	1	0	1	0	2	0	0	1	2

TOTAL 67 46 21 0 37, 4 19 0 5 29 38

Cibola County Sheriff's Office

Arrests - by Officer for TRANSPORT

Arrest Date: 03/01/2017 - 03/31/2017

Officer	Arrests	SEX			RACE					ETHNIC	
		Male	Female	UNK	White	Black	Indian	Asian	UNK	Hispanic	NonHisp
D. Taylor	11	4	7	0	8	0	2	0	1	7	4
Dep. A. Kemp	0	0	0	0	0	0	0	0	0	0	0
Dep. A. Romero	0	0	0	0	0	0	0	0	0	0	0
Dep. B. Pena	0	0	0	0	0	0	0	0	0	0	0
Dep. J. McCowen	0	0	0	0	0	0	0	0	0	0	0
Dep. K. Grassie	1	1	0	0	1	0	0	0	0	1	0
Dep. R. Veloz	0	0	0	0	0	0	0	0	0	0	0
Lt. H. Hall	1	1	0	0	1	0	0	0	0	0	1
M. Hawkins	11	5	6	0	5	1	3	0	2	6	5
M. Oelcher	0	0	0	0	0	0	0	0	0	0	0
Sgt. L. Lister	0	0	0	0	0	0	0	0	0	0	0

TOTAL 24 11 13 0 15 1 5 0 3 14 10

Cibola County Sheriff's Office

Arrests - by Officer For WARRANTS

Arrest Date: 03/01/2017 - 03/31/2017

Officer	Arrests	SEX			RACE					ETHNIC	
		Male	Female	UNK	White	Black	Indian	Asian	UNK	Hispanic	NonHisp
D. Taylor	4	3	1	0	2	0	2	0	0	1	3
Dep. A. Kemp	10	7	3	0	9	0	1	0	0	8	2
Dep. A. Romero	1	1	0	0	1	0	0	0	0	1	0
Dep. B. Pena	1	1	0	0	0	1	0	0	0	0	1
Dep. J. McCowen	0	0	0	0	0	0	0	0	0	0	0
Dep. K. Grassie	1	1	0	0	0	1	0	0	0	0	1
Dep. R. Veloz	4	4	0	0	2	0	2	0	0	1	3
Lt. H. Hall	0	0	0	0	0	0	0	0	0	0	0
M. Hawkins	2	1	1	0	0	0	2	0	0	0	2
M. Oelcher	0	0	0	0	0	0	0	0	0	0	0
Sgt. L. Lister	2	1	1	0	1	0	1	0	0	1	1

TOTAL 25 19 6 0 15 2 8 0 0 12 13

Cibola County Sheriff's Office

DISPATCH ARRIVED BY DSN AND DATE RANGE

03/01/2017 00:00 through 03/31/2017 00:00

DSN	User	# of Times Arrived on Call
127	D. Taylor	33
114	Dep. A. Kemp	83
116	Dep. A. Romero	75
109	Dep. B. Pena	98
108	Dep. J. McCowen	134
115	Dep. K. Grassie	104
117	Dep. M. Monte	3
107	Dep. R. Veloz	105
110	Dep. S. Nunez	28
111	Dep. T. Archuleta	113
106	Det. S. Chavez	47
131	E. Sanchez	40
128	G. Martinez	2
103	Lt. H. Hall	48
129	M. Hawkins	24
118	M. Oelcher	79
130	P. Lucero	47
105	Sgt. D. Chavez	97
104	Sgt. L. Lister	38
101	Sheriff T. Mace	2
102	Undersheriff M. Munk	8

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Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

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Summons Issued Report

03/01/2017 to 03/31/2017

Summons No.	Name	Issue Date/Time	Violation	Officer ID / Name	Complaint No.	Fine
10551059	[REDACTED]	03/01/2017 1343		111 - Dep. T. Archuleta		0.00
10551067	[REDACTED]	03/01/2017 1355	SPEEDING	111 - Dep. T. Archuleta		0.00
10551117	[REDACTED]	03/01/2017 1609	SPEEDING	111 - Dep. T. Archuleta		0.00
10551125	[REDACTED]	03/02/2017 0817	SPEEDING	111 - Dep. T. Archuleta		0.00
10551158	[REDACTED]	03/02/2017 1201	SPEEDING	111 - Dep. T. Archuleta		0.00
10551075	[REDACTED]	03/02/2017 1251	INSURANCE	111 - Dep. T. Archuleta		0.00
10551174	[REDACTED]	03/02/2017 1521	DRIVING REVOKED OR SUSPENDED	111 - Dep. T. Archuleta		0.00
10551133	[REDACTED]	03/02/2017 1621		111 - Dep. T. Archuleta		0.00
105512665	[REDACTED]	03/02/2017 1649		103 - Lt. H. Hall		0.00
10551273	[REDACTED]	03/02/2017 1707	SPEEDING	103 - Lt. H. Hall		0.00
10551141	[REDACTED]	03/02/2017 1718	SPEEDING	111 - Dep. T. Archuleta		0.00
10551166	[REDACTED]	03/02/2017 1724	SPEEDING	111 - Dep. T. Archuleta		0.00
PENDING	[REDACTED]	03/02/2017 2142	DRUGS POSSESSION	114 - Dep. A. Kemp	17-000240	0.00
10533438	[REDACTED]	03/03/2017 1628	OPERATOR TO BE LICENSED	108 - Dep. J. McCowen		0.00
10551109	[REDACTED]	03/04/2017 1310	REGISTRATION SIGNED/EXHIBIT ON DEMAND	111 - Dep. T. Archuleta		0.00
10550697	[REDACTED]	03/04/2017 1642	SPEEDING	114 - Dep. A. Kemp		0.00
10551182	[REDACTED]	03/06/2017 1225	STOP & YIELD SIGNS VIOLATION	111 - Dep. T. Archuleta		0.00
10550705	[REDACTED]	03/07/2017 1658	INSURANCE	114 - Dep. A. Kemp		0.00
10551190	[REDACTED]	03/09/2017 1323	SPEEDING	111 - Dep. T. Archuleta		0.00
10551281	[REDACTED]	03/10/2017 1543	SPEEDING	103 - Lt. H. Hall		0.00
10550812	[REDACTED]	03/10/2017 1622	INSURANCE	105 - Sgt. D. Chavez		0.00
10550713	[REDACTED]	03/11/2017 1447	SPEEDING	114 - Dep. A. Kemp		0.00
10551091	[REDACTED]	03/11/2017 1452	SPEEDING	111 - Dep. T. Archuleta		0.00

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Summons Issued Report

03/01/2017 to 03/31/2017

Summons No.	Name	Issue Date/Time	Violation	Officer ID / Name	Complaint No.	Fine
10550739	[REDACTED]	03/11/2017 1514	SPEEDING	114 - Dep. A. Kemp		0.00
10550721	[REDACTED]	03/11/2017 1522	SPEEDING	114 - Dep. A. Kemp		0.00
10552263	[REDACTED]	03/11/2017 1531	SPEEDING	114 - Dep. A. Kemp		0.00
10548725	[REDACTED]	03/11/2017 1654	OPERATOR TO BE LICENSED	107 - Dep. R. Veloz		0.00
10545390	[REDACTED]	03/12/2017 1616	RECKLESS DRIVING	115 - Dep. K. Grassie	17-000299	0.00
10549640	[REDACTED]	03/13/2017 0910	SPEEDING	104 - Sgt. L. Lister		0.00
10545408	[REDACTED]	03/13/2017 1258	SPEEDING	115 - Dep. K. Grassie		0.00
10548733	[REDACTED]	03/13/2017 1543	LEAVING SCENE ACCIDENT DAMAGES	107 - Dep. R. Veloz		0.00
10545382	[REDACTED]	03/13/2017 1636	LIMITATION ON BACKING	115 - Dep. K. Grassie		0.00
10550689	[REDACTED]	03/13/2017 1702	SPEEDING	114 - Dep. A. Kemp		0.00
10550754	[REDACTED]	03/13/2017 1715	SPEEDING	114 - Dep. A. Kemp		0.00
10551299	[REDACTED]	03/14/2017 0904	DRIVING REVOKED OR SUSPENDED	103 - Lt. H. Hall		0.00
10536852	[REDACTED]	03/14/2017 1240	SEAT BELTS REQUIRED	106 - Det. S. Chavez		0.00
10551042	[REDACTED]	03/14/2017 1628	SPEEDING	111 - Dep. T. Archuleta		0.00
10551307	[REDACTED]	03/14/2017 1647	ALL OTHER OFFENSES	103 - Lt. H. Hall		0.00
10533446	[REDACTED]	03/15/2017 0215	CARELESS DRIVING	108 - Dep. J. McCowen	17-000309	0.00
10533453	[REDACTED]	03/15/2017 0220	DRIVING REVOKED OR SUSPENDED	108 - Dep. J. McCowen	17-000309	0.00
10550820	[REDACTED]	03/15/2017 1250	SPEEDING	105 - Sgt. D. Chavez		0.00
10545416	[REDACTED]	03/15/2017 1256	SPEEDING	115 - Dep. K. Grassie		0.00
10551083	[REDACTED]	03/15/2017 1638	REGISTRATION SIGNED/EXHIBIT ON DEMAND	111 - Dep. T. Archuleta		0.00
10542868	[REDACTED]	03/17/2017 1454	DRIVING REVOKED OR SUSPENDED	116 - Dep. A. Romero	17-000326	0.00
10533479	[REDACTED]	03/17/2017 2312	DRIVER TO BE LICENSED	108 - Dep. J. McCowen	17-000327	0.00
10552297	[REDACTED]	03/18/2017 1427	SPEEDING	107 - Dep. R. Veloz		0.00
PEND		03/18/2017 1541	ANIMALS IE DOGS	131 - E. Sanchez	17-000238	0.00

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Summons Issued Report

03/01/2017 to 03/31/2017

Summons No.	Name	Issue Date/Time	Violation	Officer ID / Name	Complaint No.	Fine
			RUNNING AT LARGE			
		03/18/2017 1546		131 - E. Sanchez	17-000238	0.00
10533461	[REDACTED]	03/18/2017 2015	LICESNE PLATE LIGHT	108 - Dep. J. McCowen	17-000327	0.00
10533487	[REDACTED]	03/18/2017 2020	DRUGS POSSESION	108 - Dep. J. McCowen	17-000327	0.00
10548758	[REDACTED]	03/19/2017 1400	BURN PERMITS & FIREWORKS	107 - Dep. R. Veloz		0.00
10549657	[REDACTED]	03/19/2017 1714	ALL OTHER OFFENSES	104 - Sgt. L. Lister	17-000333	0.00
		03/20/2017 1511		108 - Dep. J. McCowen		0.00
10551208	[REDACTED]	03/20/2017 1515	OPERATOR TO BE LICENSED	111 - Dep. T. Archuleta		0.00
10552768	[REDACTED]	03/23/2017 1125	BURN PERMITS & FIREWORKS	107 - Dep. R. Veloz		0.00
10552776	[REDACTED]	03/23/2017 1143	CARELESS DRIVING	107 - Dep. R. Veloz		0.00
10552099	[REDACTED]	03/26/2017 1308	DRIVING REVOKED OR SUSPENDED	108 - Dep. J. McCowen	17-000364	0.00
10552081	[REDACTED]	03/26/2017 1553	TURN SIGNALS REQUIRED	108 - Dep. J. McCowen	17-000364	0.00

Total Summons : 58

+ 26

84
+ 11

95

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Served Papers Report

For Period 03/01/2017 to 03/31/2017

Date	Agency Name Party to be Served	Case No. Service Type	Service Record No.	Service Fee
03/02/2017	13TH JUDICIAL DISTRICT COURT [REDACTED]	D1333DV201700019 DV TRO	17-00120	0.00
03/03/2017	SENDER [REDACTED]	D1333CV201700037 OTHER	17-00117	0.00
03/03/2017	SENDER [REDACTED]	M61CV201700052 OTHER	17-00124	0.00
03/03/2017	SENDER [REDACTED]	D1333CV201700051 OTHER	17-00122	0.00
03/07/2017	OTHER [REDACTED]	NONE OTHER	17-00111	0.00
03/07/2017	13TH JUDICIAL DISTRICT COURT [REDACTED]	D1333DM201700021 ORDER TO APPEAR	17-00125	0.00
03/07/2017	13TH JUDICIAL DISTRICT COURT [REDACTED]	D1333DV201700023 ORDER TO APPEAR	17-00131	0.00
03/08/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333GJ201600004 CRIMINAL SUBPOENA	17-00126	0.00
03/09/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333DV201700025	17-00130	0.00
03/10/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	M61FR201700023 CIVIL SUBPOENA FP	17-00137	0.00
03/10/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333CR201600026 CIVIL SUBPOENA FP	17-00136	0.00
03/10/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	M61FR201700056 CIVIL SUBPOENA FP	17-00128	0.00
03/10/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333CR201600026 CIVIL SUBPOENA FP	17-00132	0.00
03/10/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333CR201600026 CIVIL SUBPOENA FP	17-00135	0.00

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Served Papers Report

For Period 03/01/2017 to 03/31/2017

Date	Agency Name Party to be Served	Case No. Service Type	Service Record No.	Service Fee
03/14/2017	CYFD GALLUP [REDACTED]	D1333JQ201405 CIVIL SUBPOENA FP	17-00138	0.00
03/14/2017	CYFD GALLUP [REDACTED]	D1333JQ201405 CIVIL SUBPOENA FP	17-00140	0.00
03/14/2017	SENDER [REDACTED]	M61CV201700043 OTHER	17-00141	0.00
03/22/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333CR201500209 CRIMINAL SUBPOENA	17-00156	0.00
03/22/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333CR201500209 CRIMINAL SUBPOENA	17-00154	0.00
03/22/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333JR201700002 CRIMINAL SUBPOENA	17-00151	0.00
03/22/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333JR201600014 CRIMINAL SUBPOENA	17-00146	0.00
03/22/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333CR201500209 CRIMINAL SUBPOENA	17-00157	0.00
03/23/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333JR201700001 OTHER	17-00163	0.00
03/23/2017	13TH JUDICIAL DISTRICT COURT [REDACTED]	D1333DV201700030 DV TRO	17-00164	0.00
03/23/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333JR201700003 OTHER	17-00166	0.00
03/24/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333JR201700006 OTHER	17-00150	0.00
03/24/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333JR201700006 OTHER	17-00148	0.00
03/24/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333JR201700001 OTHER	17-00161	0.00

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Served Papers Report

For Period 03/01/2017 to 03/31/2017

Date	Agency Name Party to be Served	Case No. Service Type	Service Record No.	Service Fee
03/24/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333JR201700006 OTHER	17-00149	0.00
03/26/2017	13TH JUDICIAL DISTRICT COURT [REDACTED]	D1333DV201700027 DV TRO	17-00145	0.00
03/27/2017	SENDER [REDACTED]	D1333CV201700028 ORDER TO APPEAR	17-00169	0.00
03/30/2017	CIBOLA COUNTY DISTRICT ATTORNEY [REDACTED]	D1333CR201600181 CRIMINAL SUBPOENA	17-00177	0.00
03/30/2017	SENDER [REDACTED]	D412DM00201200240 OTHER	17-00178	0.00
03/30/2017	PRIVATE BUSINESS [REDACTED]	M61CV201600223 OTHER	17-00181	0.00
03/30/2017	PRIVATE BUSINESS [REDACTED]	M61CV201700085 OTHER	17-00179	0.00
03/30/2017	SENDER [REDACTED]	D1333DM201700033 ORDER TO APPEAR	17-00172	0.00

Total Fee: 0.00

Received 58
Served 36
pending 22

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

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Offense Summary Report By Category

From 03/01/2017 to 03/31/2017

Case No.	Incident Date	Complainant	Status	Method Received
Category:				
<u>Offense Type:</u>				
17-000344	03/21/2017			
17-000374	03/29/2017			
Offense Type Total = 2				
<u>Offense Type:</u> <u>ANIMAL BITE REPORTS REQUIRED</u>				
17-000334	03/19/2017	[REDACTED]	INFO REPORT ONLY	DISPATCHER
Offense Type Total = 1				
<u>Offense Type:</u> <u>ANIMAL TAMPERING HINDER A/C OFFICER</u>				
17-000381	03/31/2017		SUMMONS FILED	
Offense Type Total = 1				
<u>Offense Type:</u> <u>ANIMAL VICIOUS</u>				
17-000277	03/07/2017	[REDACTED]	ACTIVE/PENDING	ON VIEW
17-000279	03/07/2017	[REDACTED]	INFO REPORT ONLY	WALK-IN
Offense Type Total = 2				
<u>Offense Type:</u> <u>BATTERY AGGRAVATED HHM</u>				
17-000281	03/07/2017		CBA	DISPATCHER
Offense Type Total = 1				
<u>Offense Type:</u> <u>BATTERY SIMPLE</u>				
17-000261	03/01/2017		UNFOUNDED	OTHER
Offense Type Total = 1				
<u>Offense Type:</u> <u>CRASH REPORT</u>				
17-000268	03/05/2017	[REDACTED]	INFO REPORT ONLY	
17-000278	03/07/2017		INFO REPORT ONLY	DISPATCHER
17-000288	03/09/2017		INFO REPORT	DISPATCHER

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 03/01/2017 to 03/31/2017

Case No.	Incident Date	Complainant	Status	Method Received
			ONLY	
17-000292	03/10/2017		CLOSED	DISPATCHER
17-000292	03/10/2017	[REDACTED]	CLOSED	DISPATCHER
17-000296	03/11/2017	[REDACTED]	EXP CLEARED	DISPATCHER
17-000307	03/14/2017		INFO REPORT ONLY	DISPATCHER
17-000320	03/16/2017	[REDACTED]	INFO REPORT ONLY	DISPATCHER
17-000323	03/17/2017		INFO REPORT ONLY	DISPATCHER
17-000355	03/22/2017	[REDACTED]	INFO REPORT ONLY	DISPATCHER
17-000356	03/23/2017		INFO REPORT ONLY	DISPATCHER
17-000361	03/24/2017		INFO REPORT ONLY	OTHER
17-000363	03/25/2017	[REDACTED]	INFO REPORT ONLY	DISPATCHER
17-000365	03/26/2017		INFO REPORT ONLY	DISPATCHER
17-000384	03/31/2017		INFO REPORT ONLY	DISPATCHER

Offense Type Total = 14

Offense Type: CRIMINAL DAMAGE PROPERTY

17-000339	03/20/2017		SUMMONS FILED	DISPATCHER
17-000377	03/30/2017		INACTIVE	

Offense Type Total = 2

Offense Type: DRUG EQUIPMENT/PARAPHERNALIA

17-000379	03/30/2017		JUV CLEARED	WALK-IN
17-000379	03/30/2017	[REDACTED]	JUV CLEARED	WALK-IN

Offense Type Total = 1

Offense Type: DRUGS POSSESSION

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 03/01/2017 to 03/31/2017

Case No.	Incident Date	Complainant	Status	Method Received
17-000327	03/17/2017		NON TRAFFIC	ON VIEW
17-000362	03/24/2017		CBA	OTHER
Offense Type Total =		2		
Offense Type:		<u>EMBEZZLEMENT</u>		
17-000263	03/01/2017	[REDACTED]	ACTIVE/PE NDING	WALK-IN
Offense Type Total =		1		
Offense Type:		<u>EMERGENCY MENTAL HEALTH EVAL</u>		
17-000300	03/12/2017		INFO REPORT ONLY	DISPATCHER
Offense Type Total =		1		
Offense Type:		<u>FIRES NON-CRIMINAL</u>		
17-000321	03/16/2017	[REDACTED]	INFO REPORT ONLY	DISPATCHER
Offense Type Total =		1		
Offense Type:		<u>LARCENY</u>		
17-000290	03/09/2017	[REDACTED]	INACTIVE	DISPATCHER
17-000317	03/16/2017	[REDACTED]	INFO REPORT ONLY	DISPATCHER
17-000337	03/20/2017	[REDACTED]	CBA	DISPATCHER
17-000337	03/20/2017	[REDACTED]	CBA	DISPATCHER
17-000337	03/20/2017	[REDACTED]	CBA	DISPATCHER
17-000347	03/21/2017	[REDACTED]	INFO REPORT ONLY	DISPATCHER
Offense Type Total =		4		
Offense Type:		<u>LITTERING</u>		
17-000310	03/15/2017	[REDACTED]	UNFOUNDE D	DISPATCHER
Offense Type Total =		1		
Offense Type:		<u>PROTECTIVE CUSTODY</u>		
17-000264	03/01/2017		CBA	DISPATCHER
17-000282	03/08/2017		CBA	DISPATCHER
17-000331	03/18/2017		INFO REPORT	ON VIEW

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 03/01/2017 to 03/31/2017

Case No.	Incident Date	Complainant	Status	Method Received
Offense Type Total =			ONLY	
3				
Offense Type: <u>RECEIVING STOLEN PROPERTY</u>				
17-000329	03/17/2017		TOT	DISPATCHER
Offense Type Total =				
1				
Offense Type: <u>STOLEN PROPERTY - RECEIVING/TRANSFERRING</u>				
17-000370	03/28/2017		UNFOUNDED	DISPATCHER
Offense Type Total =				
1				
Offense Type: <u>WARRANT</u>				
17-000325	03/17/2017		CBA	OTHER
Offense Type Total =				
1				
Offense Type: <u>WARRANT - DISTRICT COURTS</u>				
17-000358	03/23/2017		CBA	
Offense Type Total =				
1				
Offense Type: <u>WARRANT - MAGISTRATE COURTS</u>				
17-000262	03/01/2017		CBA	DISPATCHER
17-000267	03/03/2017		EXP CLEARED	WALK-IN
17-000284	03/08/2017		CBA	COURT ORDER
17-000285	03/08/2017		CBA	DISPATCHER
17-000289	03/09/2017		CBA	OTHER
17-000294	03/10/2017		CBA	COURT ORDER
17-000298	03/12/2017		CBA	ON VIEW
17-000314	03/15/2017		CBA	COURT ORDER
17-000315	03/15/2017		CBA	OTHER AGENCY
17-000328	03/17/2017		CBA	ON VIEW
17-000330	03/18/2017		CBA	ON VIEW
17-000340	03/21/2017		CBA	DISPATCHER
17-000341	03/21/2017		CBA	DISPATCHER
17-000349	03/22/2017		CBA	OTHER AGENCY
17-000354	03/22/2017		CBA	OTHER AGENCY
17-000372	03/29/2017		CBA	OTHER AGENCY
17-000375	03/29/2017		CBA	OTHER AGENCY
Offense Type Total =				
17				

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 03/01/2017 to 03/31/2017

Case No.	Incident Date	Complainant	Status	Method Received
Offense Type: <u>WARRANT - MUNICIPAL COURT</u>				
17-000266	03/02/2017		CBA	ON VIEW
17-000280	03/07/2017		CBA	DISPATCHER
17-000319	03/16/2017		CBA	ON VIEW
17-000353	03/22/2017		CBA	COURT ORDER
Offense Type Total =	4			
Offense Type: <u>WARRANT - OTHER JURISIDCTIONS</u>				
17-000295	03/10/2017		CBA	OTHER
17-000350	03/21/2017		CBA	OTHER AGENCY
17-000366	03/27/2017		CBA	DISPATCHER
Offense Type Total =	3			
Offense Type: <u>WARRANT - TRANSPORT COURT/MEDICAL</u>				
17-000259	03/01/2017		INFO REPORT ONLY	
17-000260	03/03/2017		CBA	OTHER AGENCY
17-000265	03/02/2017		CBA	COURT ORDER
17-000272	03/06/2017		CBA	COURT ORDER
17-000273	03/06/2017		CBA	COURT ORDER
17-000274	03/06/2017		CBA	COURT ORDER
17-000275	03/07/2017		EXP CLEARED	COURT ORDER
17-000287	03/07/2017		CBA	COURT ORDER
17-000301	03/12/2017		CBA	COURT ORDER
17-000305	03/13/2017		CBA	COURT ORDER
17-000306	03/14/2017		CBA	COURT ORDER
17-000312	03/13/2017		CBA	COURT ORDER
17-000313	03/14/2017		CBA	COURT ORDER
17-000318	03/16/2017		CBA	COURT ORDER
17-000324	03/17/2017		CBA	COURT ORDER
17-000338	03/20/2017		CBA	ON VIEW
17-000348	03/21/2017		CBA	COURT ORDER
17-000357	03/23/2017		CBA	COURT ORDER
17-000359	03/24/2017		CBA	COURT ORDER
17-000368	03/28/2017		CBA	COURT ORDER
17-000369	03/28/2017		CBA	DISPATCHER
17-000371	03/29/2017		CBA	COURT ORDER

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 03/01/2017 to 03/31/2017

Case No.	Incident Date	Complainant	Status	Method Received
17-000382	03/31/2017		CBA	COURT ORDER
17-000383	03/31/2017		CBA	COURT ORDER
17-000385	03/31/2017		CBA	COURT ORDER
Offense Type Total =	25			

Category Total = 91

Category: FELONY

Offense Type: BREAKING AND ENTERING

17-000270	03/06/2017	[REDACTED]	INACTIVE	DISPATCHER
Offense Type Total =	1			

Offense Type: BURGLARY

17-000269	03/06/2017	[REDACTED]	ACTIVE/PENDING	DISPATCHER
17-000311	03/15/2017	[REDACTED]	INACTIVE	DISPATCHER
17-000378	03/30/2017	[REDACTED]	ACTIVE/PENDING	DISPATCHER
Offense Type Total =	3			

Offense Type: BURGLARY AGGRAVATED

17-000342	03/21/2017	[REDACTED]	ACTIVE/PENDING	DISPATCHER
Offense Type Total =	1			

Offense Type: CHILD ABANDONMENT

17-000373	03/29/2017		INACTIVE	OTHER
Offense Type Total =	1			

Offense Type: CHILD ABUSE NEGLECT

17-000302	03/13/2017		UNFOUNDED	OTHER
Offense Type Total =	1			

Offense Type: CONTRIBUTING DELINQUENCY MINOR

17-000332	03/18/2017		CBA	DISPATCHER
Offense Type Total =	1			

Offense Type: CRIMINAL SEXUAL CONTACT

17-000351	03/22/2017		INACTIVE	DISPATCHER
Offense Type Total =	1			

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 03/01/2017 to 03/31/2017

Case No.	Incident Date	Complainant	Status	Method Received
<u>Offense Type:</u> <u>DRUGS TRAFFICKING CONTROLLED SUBSTANCES</u>				
17-000336	03/20/2017		ACTIVE/PENDING	ON VIEW
17-000360	03/24/2017		ACTIVE/PENDING	OTHER
Offense Type Total = 2				
<u>Offense Type:</u> <u>IDENTITY THEFT</u>				
17-000303	03/13/2017		ACTIVE/PENDING	WALK-IN
17-000380	03/30/2017		INFO REPORT ONLY	DISPATCHER
Offense Type Total = 2				
<u>Offense Type:</u> <u>STOLEN VEHICLE UNLAWFUL TAKING</u>				
17-000322	03/17/2017		ACTIVE/PENDING	DISPATCHER
17-000376	03/30/2017		NCIC ENTRY	DISPATCHER
Offense Type Total = 2				
Category Total = 15				
<u>Category:</u> <u>MISDEMEANOR</u>				
<u>Offense Type:</u> <u>ARSON IMPROPER HANDLING OF FIRE</u>				
17-000333	03/19/2017		NON TRAFFIC	DISPATCHER
Offense Type Total = 1				
<u>Offense Type:</u> <u>ASSAULT SIMPLE</u>				
17-000316	03/16/2017		INFO REPORT ONLY	DISPATCHER
Offense Type Total = 1				
<u>Offense Type:</u> <u>BATTERY HHM</u>				
17-000297	03/12/2017		INFO REPORT ONLY	DISPATCHER
Offense Type Total = 1				

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 03/01/2017 to 03/31/2017

Case No.	Incident Date	Complainant	Status	Method Received
Offense Type: <u>CHILD ABUSE NEGLECT REPORT OBSTRUCT</u>				
17-000343	03/21/2017		INFO REPORT ONLY	OTHER AGENCY
Offense Type Total = 1				
Offense Type: <u>DEATH REPORT REQUIRED</u>				
17-000271	03/06/2017	[REDACTED]	INFO REPORT ONLY	DISPATCHER
17-000352	03/22/2017	[REDACTED]	TOT	DISPATCHER
17-000352	03/22/2017	[REDACTED]	TOT	DISPATCHER
Offense Type Total = 2				
Offense Type: <u>DOMESTIC OFFENSE NON-VIOLENT</u>				
17-000304	03/14/2017		INFO REPORT ONLY	ON VIEW
Offense Type Total = 1				
Offense Type: <u>DRIVING REVOKED OR SUSPENDED</u>				
17-000308	03/14/2017		INFO REPORT ONLY	COURT ORDER
17-000309	03/14/2017		CBA	ON VIEW
17-000326	03/17/2017		CBA	ON VIEW
17-000364	03/26/2017		CBA	ON VIEW
17-000367	03/25/2017		CBA	ON VIEW
Offense Type Total = 5				
Offense Type: <u>HARASSEMENT</u>				
17-000283	03/08/2017		ACTIVE/PENDING	
17-000345	03/21/2017	[REDACTED]	INFO REPORT ONLY	WALK-IN
Offense Type Total = 2				
Offense Type: <u>LITTERING OTHER THAN HIGHWAYS</u>				
17-000335	03/20/2017		TOT	DISPATCHER
Offense Type Total = 1				
Offense Type: <u>PHONE THREATS</u>				

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 03/01/2017 to 03/31/2017

Case No.	Incident Date	Complainant	Status	Method Received
17-000286	03/08/2017	[REDACTED]	INFO REPORT ONLY	DISPATCHER

Offense Type Total = 1

Offense Type: RESISTING OBSTRUCTING OFFICER

17-000299	03/12/2017		CBA	ON VIEW
17-000346	03/21/2017		CBA	DISPATCHER

Offense Type Total = 2

Category Total = 18

Category: N/A

Offense Type: INFORMATION REPORT ONLY

17-000293	03/10/2017		INFO REPORT ONLY	DISPATCHER
17-000386	03/31/2017		INFO REPORT ONLY	DISPATCHER

Offense Type Total = 2

Category Total = 2

Category: SEARCH

Offense Type: WARRANT - DISTRICT COURTS

17-000291	03/09/2017		CBA	OTHER
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Offense Type Total = 1

Category Total = 1

Total Offenses = 127

MARCH 2017 COMMISSION REPORT

Bookings For March 2017
Bookings For February 2017

Bookings	Releases
270	277
217	240

Daily Average Inmate Count for March 2017
Daily Average Inmate Count for February 2017
Highest facility count for the month of March 2017

Male	Female	Total
170	36	206
181	40	222
183	35	218

Revenue Collected for March 2017	
Co. Correctional Fac GRT.	\$33,189.40
Housing	\$170,693.25
Federal Transports	\$5,257.38
Medical	\$6,584.20
All Other	\$47.53
Correction Fees	
New Mexico State - Cop	
Total	\$215,771.76

Rent paid for March 2017	\$9,821.00	From State to General fund
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Juvenile Care paid for March 2017	\$13,891.12	Juvenile's are currently held at the McKinley County Detention Center.
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Paying March 2017					
County, City & Federal	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
City of Grants	80	4.5	361	65.00	\$20,117.50
Village of Milan	8	6.2	50	65.00	\$2,957.50
United States Marshals	55	27.2	1,496	60.00	\$89,760.00
Valencia County				75.00	
Socorro County				75.00	
Rio Arriba County	23	11.4	263	75.00	\$19,350.00
Catron County				75.00	
Mora County	4	31	124	75.00	\$9,300.00
Kirtland Air Force Base	1	5	5	75.00	\$375.00
Prisoner Transportation Services	34	1.9	66	75.00	\$75.00
Pueblo of Laguna	1	1	1	75.00	\$75.00
San Miguel County				75.00	
Security Transport Services	4	1	4	75.00	\$300.00
Totals	210	89.2	2370		\$142,310.00

March 2017 Non Paying					
Non Paying	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
APPO	42	14	588	57.00	\$25,365.00
Magistrate Court	184	9.3	1,725	57.00	\$92,093.00
District Court	100	1934	1,934	57.00	\$101,612.00
Totals	326	1957.3	4,247		\$219,070.00

JUVENILE DETENTION LISTING MARCH 2017

FROM DATE	TO DATE	Man - Days	Total
3/1/17 0:00	3/31/17 23:59	31 DAYS	\$5,425.00
3/7/17 11:53	3/7/17 14:50	2.95 HOURS	\$21.51
3/14/17 16:30	3/31/17 23:59	17 DAYS & 7.48 HOURS	\$3,029.53
3/18/17 4:34	3/21/17 11:33	2 DAYS & 30.97 HOURS	\$575.77

Total Man - Days: 54

Rate Per Day: \$108.00

Total Due: \$9,051.81

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	\$27,875.03
February	\$13,891.12
March	\$9,051.81
April	
May	
June	

Total To Date: \$140,931.11

**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

Mar-17 270 Released 277

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

Mar-17 Male 170 Female 36

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

Mar-17 0

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

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

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

Mar-17 0

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

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

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

Mar-17 0

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

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

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

Mar-17 0

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

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

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

Mar-17 2

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

a. Substantiated	March	<u>0</u>
b. Unsubstantiated	March	<u>0</u>
c. Unfounded	March	<u>0</u>
d. Investigation Ongoing	March	<u>2</u>

Cibola County Road Dept.

700 E. Roosevelt Suite 50

Grants NM 87020

505-285-2570 Phone 505-285 3656 Fax



Wednesday, April 5, 2017

To: Tony Boyd - County Manager
 Fr: Gary Porter - Public Works Director
 Re: Monthly Report:3/1/17 -3/31/17 (March)

Regular Maintenance

Blade & Shape

<u>Road</u>	<u>Description</u>	<u>Miles</u>
C6	Seboyeta-Bibo-Moquino Roads	4.834
C34	Pine Hill Rd.	9.744
C49	Zuni Canyon Rd. (Grants)	15.427
C33	Candy Kitchen Rd.	15.125
C32	Zuni Trail	10.000
C47	Mesa Ridge Rd.	7.148
C35	Fence Lake Community Roads	9.064
C42	Back Country Byway	36.067
C4	Piedra Lumbre Rd.	4.991
C48A	Timberlake Rd.	16.400
Total Miles		128.800

Special Projects

C1	Marquez Rd. - Shoulder work.
C23A	Nursery Rd. - Patching.
C17	Mt. Taylor Addition - Install culverts.
C6	Seboyeta-Bibo-Moquino Roads - Blade shoulders, patching.
C48A	Timberlake Rd. - Cleaning cattle guards.
C47	Mesa Ridge Rd. - Cleaning cattle guards.
C29	Plano Colorado - Fix cattle guards.
C33	Candy Kitchen Rd. - Repair culverts, install culvert, cleaning cattle guards & culverts.
C19A	Cantina Homesites Rd. - Patching.

C4 Piedra Lumbre Rd. - Work on roadway, haul base course.
C2 Rio Puerco Rd. - Working on washouts.
C8 Encinal Rd. - Patching.
C49 Zuni Canyon Rd. - Patching.
C58 San Rafael Village Roads - Haul millings & base course, cleaning curb & gutters, cutting trees.
C30 Bluewater South - Putting up signs.
C57 E/W Circle Dr. - Patching.

Transport vac truck to Albuquerque for the City of Grants.
Transport excavator for the City of Grants.
Hauling off blocks from old Alco building.

MONTHLY FUEL USAGE															
March 2017															
UNIT #	DEPT.	UNIT NO.	Mid Mo. Gal.	Mid Mo. \$	End Mo. Gal.	End Mo. \$	Other Gal.	Other \$	Total Gal.	Total \$	Total Miles	Cost/Mile	MPG	UNIT #	
118	Road	G-18461	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	118	
127	Road	G-18473	37.000	\$79.38	0.000	\$0.00	0.000	\$0.00	37.000	\$79.38	3	26.46	0.08	127	Service Truck
128	Road	G-18464	70.300	\$150.40	18.600	\$39.91	0.000	\$0.00	88.900	\$190.31	667	0.29	7.50	128	Welding Truck
129	Road	G-02084	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	129	
130	Road	G-15638	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	130	
131	Road	G-29800	0.000	\$0.00	20.000	\$44.49	0.000	\$0.00	20.000	\$44.49	394	0.11	19.70	131	
132	Road	G-29901	10.000	\$21.16	37.000	\$81.12	0.000	\$0.00	47.000	\$102.28	585	0.17	12.45	132	
133	Road	G-23696	32.000	\$68.66	15.000	\$32.19	0.000	\$0.00	47.000	\$100.85	670	0.15	14.26	133	Fuel Truck
134	Road	G-23897	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	134	
135	Road	G-39980	0.000	\$0.00	19.000	\$42.27	0.000	\$0.00	19.000	\$42.27	194	0.22	10.21	135	
136	Road	G-39988	29.500	\$63.29	0.000	\$0.00	0.000	\$0.00	29.500	\$63.29	514	0.12	17.42	136	
137	Road	G-50237	0.000	\$0.00	24.100	\$53.40	0.000	\$0.00	24.100	\$53.40	233	0.23	9.67	137	Richard Cerno
139	Road	G-57384	79.400	\$170.34	60.100	\$130.46	0.000	\$0.00	139.500	\$300.80	2,401	0.13	17.21	139	
140	Road	G-57619	15.200	\$32.42	0.000	\$0.00	0.000	\$0.00	15.200	\$32.42	413	0.08	27.17	140	
141	Road	G-57618	0.000	\$0.00	8.000	\$17.17	0.000	\$0.00	8.000	\$17.17	125	0.14	15.63	141	
146	Road	146	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	146 Welder	Welder
147	Road	G-66164	10.800	\$23.17	0.000	\$0.00	0.000	\$0.00	10.800	\$23.17	165	0.14	15.28	147	
148	Road	G-66165	0.000	\$0.00	10.000	\$21.46	0.000	\$0.00	10.000	\$21.46	250	0.09	25.00	148	John Hobbs
150	Road	G-70482	98.000	\$209.87	97.600	\$211.15	0.000	\$0.00	195.600	\$421.02	3,277	0.13	16.75	150	
151	Road	G-78718	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	151	Bernie Martinez
152	Road	G-64239	10.900	\$23.38	24.400	\$52.86	0.000	\$0.00	35.300	\$76.24	513	0.15	14.53	152	
153	Road	G-86952	43.000	\$92.26	47.100	\$103.52	0.000	\$0.00	90.100	\$195.78	2,047	0.10	22.72	153	
154	Road	G-86953	61.400	\$131.74	66.100	\$144.14	0.000	\$0.00	127.500	\$275.88	3,355	0.08	26.31	154	
155	Road	G-86954	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	82	0.00	#DIV/0!	155	
157	Road	G-91750	40.700	\$87.33	58.500	\$127.46	0.000	\$0.00	99.200	\$214.79	1,822	0.12	18.37	157	Gary Porter
202	Road	G-18484	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	202	International
209	Road	G-18476	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	209	Mack
211	Road	G-18795	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	211	Water Truck
212	Road	G-30550	131.400	\$291.20	157.500	\$350.67	0.000	\$0.00	288.900	\$641.87	1,480	0.43	5.12	212	Dump Truck
213	Road	G-30549	22.100	\$48.96	40.800	\$90.42	0.000	\$0.00	62.900	\$139.38	250	0.56	3.97	213	Dump Truck
214	Road	G-38441	0.000	\$0.00	86.100	\$191.79	0.000	\$0.00	86.100	\$191.79	320	0.60	3.72	214	Dump Truck
215	Road	G-67372	48.300	\$107.05	0.000	\$0.00	0.000	\$0.00	48.300	\$107.05	329	0.33	6.81	215	Dump Truck
216	Road	G-37371	204.800	\$451.55	0.000	\$0.00	0.000	\$0.00	204.800	\$451.55	1,290	0.35	6.30	216	Dump Truck
217	Road	G-70782	137.800	\$305.36	193.500	\$430.43	0.000	\$0.00	331.300	\$735.79	2,040	0.36	6.16	217	Dump Truck
218	Road	218	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	218	Distributor
219	Road	219	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	219	Water Truck
220	Road	220	72.000	\$174.68	121.100	\$295.22	0.000	\$0.00	193.100	\$469.90	895	0.53	4.63	220	New Mack Transport

<u>305</u>	Road	305	0.000	\$0.00	12.300	\$27.26	0.000	\$0.00	12.300	\$27.26	18	1.51	1.46	<u>305</u>	Backhoe
<u>306</u>	Road	306	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>306</u>	Roller
<u>307</u>	Road	307	170.700	\$378.27	90.000	\$199.45	0.000	\$0.00	260.700	\$577.72	73	7.91	0.28	<u>307</u>	Loader
<u>308</u>	Road	308	80.400	\$178.20	33.300	\$73.81	0.000	\$0.00	113.700	\$252.01	65	3.88	0.57	<u>308</u>	Backhoe
<u>309</u>	Road	309	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>309</u>	Bobcat
<u>UNIT #</u>	<u>DEPT.</u>	<u>UNIT NO.</u>	<u>Mid MO. Gal.</u>	<u>Mid Mo. \$</u>	<u>End Mo. Gal.</u>	<u>End Mo. \$</u>	<u>Other Gal.</u>	<u>Other \$</u>	<u>Total Gal.</u>	<u>Total \$</u>	<u>Total miles</u>	<u>Cost/Mile</u>	<u>MPG</u>	<u>UNIT #</u>	
<u>310</u>	Road	310	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>310</u>	Mower
<u>311</u>	Road	311	0.000	\$0.00	33.000	\$74.02	0.000	\$0.00	33.000	\$74.02	7	10.57	0.21	<u>311</u>	Sweeper
<u>312</u>	Road	312	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>312</u>	Chip Spreader
<u>313</u>	Road	313	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>313</u>	New Roller
<u>314</u>	Road	314	0.000	\$0.00	33.600	\$74.46	0.000	\$0.00	33.600	\$74.46	9	8.27	0.27	<u>314</u>	New Loader
<u>416</u>	Road	416	180.600	\$400.23	270.400	\$603.90	0.000	\$0.00	451.000	\$1,004.13	86	11.68	0.19	<u>416</u>	CAT Blade
<u>417</u>	Road	417	124.300	\$275.47	84.100	\$187.67	0.000	\$0.00	208.400	463.140	70	6.62	0.34	<u>417</u>	Volvo Blade
<u>418</u>	Road	418	79.200	\$175.52	0.000	\$0.00	0.000	\$0.00	79.200	175.520	37	4.74	0.47	<u>418</u>	Volvo Blade
<u>501</u>	Road	501	0.000	\$0.00	60.900	\$134.95	0.000	\$0.00	60.900	\$134.95	17	7.94	0.28	<u>501</u>	Dozer
<u>G-34769</u>	Road	G-34769	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>G-34769</u>	
	Road	x-gas	0.000	\$0.00	5.000	\$15.16	0.000	\$0.00	5.000	\$15.16	0	#DIV/0!	0.00	x-gas	
	Road	x-diesel	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	x-diesel	

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 March 2017

UNLEADED					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
G-18461	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18473	26.46	0.08	3	37.000	\$ 79.38
G-18464	0.29	7.50	667	88.900	\$ 190.31
G-02084	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-15638	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-29800	0.11	19.70	394	20.000	\$ 44.49
G-29091	0.17	12.45	585	47.000	\$ 102.28
G-23696	0.15	14.26	670	47.000	\$ 100.85
G-23697	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-39980	0.22	10.21	194	19.000	\$ 42.27
G-39988	0.12	17.42	514	29.500	\$ 63.29
G-57384	0.13	17.21	2,401	139.500	\$ 300.80
G-57619	0.08	27.17	413	15.200	\$ 32.42
G-57618	0.14	15.63	125	8.000	\$ 17.17
146	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-66164	0.14	15.28	N/U	10.800	\$ 23.17
G-66165	0.09	25.00	N/U	10.000	\$ 21.46
G-70482	0.13	16.75	3,277	195.600	\$ 421.02
G-78718	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-64239	0.15	14.53	513	35.300	\$ 76.24
G-86952	0.10	22.72	2,047	90.100	\$ 195.78
G-86953	0.08	26.31	3,355	127.500	\$ 275.88
G-86954	0.00	#DIV/0!	82	0.000	\$ -
G-91750	0.12	18.37	1,822	99.200	\$ 214.79
G-34769	#VALUE!	#VALUE!	N/U	0.000	\$ -
503	7.94	0.28	17	60.900	\$ 134.95
Extra card	#DIV/0!	0.00	0	5.000	\$ 15.16

TOTAL GAS

1085.500	\$ 2,351.71
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DIESEL FUEL					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
G-50237	0.23	9.67	233	24.100	\$ 53.40
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	0.43	5.12	1,480	288.900	\$ 641.87
G-30549	0.56	3.97	250	62.900	\$ 139.38
G-38441	0.60	3.72	320	86.100	\$ 191.79
G-67372	0.33	6.81	329	48.300	\$ 107.05
G-67371	0.35	6.30	1,290	204.800	\$ 451.55
G-70782	0.36	6.16	2,040	331.300	\$ 735.79
Distributor	#VALUE!	#VALUE!	N/U	0.000	\$ -
Water Truck	#VALUE!	#VALUE!	N/U	0.000	\$ -
New Transport	0.53	4.63	895	193.100	\$ 469.90
305	1.51	1.46	18	12.300	\$ 27.26
306	#VALUE!	#VALUE!	N/U	0.000	\$ -
307	7.91	0.28	73	260.700	\$ 577.72
308	3.88	0.57	65	113.700	\$ 252.01
309	#VALUE!	#VALUE!	N/U	0.000	\$ -
310	#VALUE!	#VALUE!	N/U	0.000	\$ -
311	10.57	0.21	7	33.000	\$ 74.02
312	#VALUE!	#VALUE!	N/U	0.000	\$ -
313	#VALUE!	#VALUE!	N/U	0.000	\$ -
314	8.27	0.27	9	33.600	\$ 74.46
416	11.68	0.19	86	451.000	\$ 1,004.13
417	6.62	0.34	70	208.400	\$ 463.14
418	4.74	0.47	37	79.200	\$ 175.52
501	7.94	0.28	17	60.900	\$ 134.95
Extra card	#VALUE!	#VALUE!	N/U	0.000	\$ -
TOTAL DIESEL				2492.300	\$ 5,573.94

***N/U = NOT USED**



Highlights January – March 2017

“Working Together for a Safer, Healthier, More Skilled Cibola County”

- **After School Programs** –After School Program started on August 11th, we currently have 202 students registered with a daily attendance of about 90 - 105. Programs consist of Art, Cooking, Fitness & sports, Gardening, Earth Club and homework help/Tutoring.
- **Bouncing Baby Boogie Class for Babies and Parents every Wednesday at 10:00 am.**
- **Facilitation of a Youth Coalition in partnership with Rotary (Approximately 16 High School Students).**
 - *Projects: Raising money to sponsor a Kenyan child, mentoring younger youth, community clean-ups
- **Facilitation of the Healthy Kids Healthy Communities to address Health and Fitness for youth in Cibola County----**Farmer’s Market, Legacy Trail Development, Walk-n-Roll to School, working with G/CCS to implement School Wellness Policy
 - We have implemented the Eat Smart to Play Hard and 5-2-1-O programs at Milan, San Rafael, and Bluewater elementary schools with the hopes of expanding to the remaining elementary schools in the district.
 - We have recently kicked off the 5-2-1-O Challenge at Mesa View Elementary
- **The Farmers Market:** We are currently in the planning stages for the upcoming market season. We will be planning many community events to coincide with the market and will be accepting SNAP benefits as well as WIC checks this season.
- **Juvenile Community Corrections:** The JCC program focuses on working with children who are involved with the juvenile probation system. We teach them life skills such as money management, organization, communication, education, and much more depending on the needs of the youth. We have had 4 clients graduate successfully and are currently serving 5 clients with hopes to expand.
- **Hosting community blood drives.**
- **Currently hosting the 5th round of a Teen Pregnancy Prevention Program for youth**
- **Community Garden in partnership with the Grants Recreation**
 - We have added a new hoop house and expanded our raised garden beds. The students of the after-school program are currently planning the crops for this year. They have started seedlings to transplant to the garden when the weather stabilizes. We have also partnered with an NMSU class who will be working on

testing the soil and helping to improve the growing conditions of our beds. They will also be helping us grow native heirloom seeds.

- **Facilitated the Interagency Alliance meetings focus on obesity prevention for youth and families and substance abuse prevention. State Innovation Model input sessions have been held and the information provided to the DOH**
- **OSAP:** We have recently been awarded the Substance Abuse Prevention grant that had previously been run by the County. We are working on getting a Substance Abuse Preventionist to coordinate the grant and look forward to making a meaningful impact on our community.

No
Documentation
for this Item

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

This joint powers agreement (JPA) entered into effective the _____ day of _____, 2017, by and among **Cibola County, New Mexico**, a political subdivision of the State of New Mexico (hereinafter referred to as "County"), the **City of Grants, New Mexico**, a municipal corporation of the State of New Mexico, (hereinafter referred to as "City"), the **Village of Milan, New Mexico**, a municipal corporation of the State of New Mexico, (hereinafter referred to as "Village"), (collectively the "Parties" or individually a "Party" and is made pursuant to the provisions of 11-1-1 *et. seq.* NMSA 1978.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City = 33% of the total
County = 33% of the total
Village = 33% of the total

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

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

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

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

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

- 17) CRCC Management. Within the foregoing constraints, the control, management, supervision, operation, and regulation of the system and facilities shall be under the administration of the County and the CRCC Director. No new obligations to engage in the management, control, maintenance, or supervision of property, facilities or programs may be delegated to the CRCC by a Party, or assumed by the CRCC, without the approval of all Parties to this Agreement.
- 18) Agents and Employees. The CRCC shall, under County supervision and with County approval, in accordance with its carrying out the purposes, duties and functions as set forth herein, have the authority to contract with organizations providing services, funding or facilities needed to carry out the purposes of this Agreement. All contracts with such organizations shall be approved, in advance, by the County with, where advisable, the advice and consent of the Board. The County shall be responsible for all personnel issues. The CRCC staff shall report CRCC Director. The CRCC Director shall report to the County. The CRCC Director shall report to the County Emergency Manager for FCC and Homeland Security regulations. The hiring, dismissal and management of CRCC employees shall be under the purview of the fiscal agent, pursuant to applicable policies and procedures of the County.
- 19) Prior Agreements. This agreement, while intended to memorialize prior arrangements, shall supersede any and all prior agreements by and among the Parties with respect to the Grants-Cibola County Joint Powers Communication Center, and all such prior agreements, arrangements and understandings are hereby rescinded and rendered null and void hereafter. This Agreement contains the entire agreement between the Parties concerning the joint and cooperative establishment, management, and operation of the Cibola Regional Communications Center (CRCC).
- 20) Notice. Notice as need be given to the Parties shall be by regular mail mailed at least five (5) days in advance of a meeting or action to the Parties at their respective addresses which are as follows: County: County Manager, Cibola County, 700 E Roosevelt Suite 50, Grants, New Mexico 87020. City: City Manager, City of Grants, P. O. Box 879, Grants, New Mexico 87020. Village: Village Manager, Village of Milan, P. O. Box 2727, Milan, New Mexico 87021.
- 21) Liability. Each of the Parties shall be solely responsible for fiscal or other

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF CIBOLA COUNTY, NEW MEXICO

By: _____

Jack Molerés
Chairman

Date: _____

ATTEST:

County Clerk

CITY OF GRANTS, NEW MEXICO

By: _____

Martin Hicks
Mayor

Date: _____

ATTEST:

City Clerk

VILLAGE OF MILAN, NEW MEXICO

By: _____

George Knotts
Mayor

Date: _____

ATTEST:

Village Clerk

Approved:

DEPARTMENT OF FINANCE AND

ADMINISTRATION

By: _____

Date: _____

Cibola County DWI Program

Cibola County Commission

Jack Moleris, Chairman
Robert Armijo, 1st Vice Chair
Robert Windhorst, 2nd Vice Chair
Danny Torrez, Commissioner
Martha Garcia, Commissioner

700 E. Roosevelt
Suite 40
Grants, NM 87020
Josephine Vaisa,
Coordinator
(505) 285-2585
(505) 287-5581



County Manager
Tony Boyd

POLICY: FILE MANAGEMENT

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF CIBOLA AND THE CITY OF GRANTS REGARDING
THE ZUNI MOUNTAIN TRAILS—QUARTZ HILL PROJECT**

THIS MEMORANDUM OF UNDERSTANDING entered into between the City of Grants (“City”) and the County of Cibola (“County”) on the date(s) indicated below, through the authority of their respective governing bodies, each a political subdivision of the State of New Mexico.

WHEREAS, NMSA 1978, Section 4-38-13 provides that the board of county commissioners has the power to make such orders concerning property belonging to the county as they may deem expedient; and,

WHEREAS, NMSA 1978, Section 3-12-2(A) vests the corporate authority of the City in its governing body; and,

WHEREAS, on October 26, 2016 the Board of County Commissioners passed Resolution No. 16-49, affirming their commitment to the Zuni Mountain Trails—Quartz Hill Project (“Project”); authorizing application for Recreational Trails Program (RTP) funds or Transportation Alternatives Program (TAP) from the New Mexico Department of Transportation (NMDOT) to aid in the project; and, confirming the availability of required matching funds and sufficient funding for upfront project costs; and,

WHEREAS, NMDOT’s Chief Financial Officer (CFO) has since identified Cibola County as being “high risk”, making the county ineligible to receive RTP funds as lead agency; and,

WHEREAS, the City is an eligible entity and is willing to act as Lead Agent for the project; and,

WHEREAS, the parties agree that the completion of the project is in the best interest of both the City and the County.

NOW, THEREFORE the parties hereby agree as follow:

A. Project Description and Background

The Zuni Mountain Trails Project is a USFS-led project to develop miles of single track, non-motorized trail throughout the Zuni Mountain region in both Cibola and McKinley Counties. The project will allow users to access trail systems in both counties, and it will connect USFS visitors to many locations within the forest. The provision of trails will lessen safety concerns and conflicts between motorized and non-motorized users to the extent possible.

The project will improve the economic vitality of Cibola County, as well as the City of Grants. The trail system will provide year-round access to multiple uses and will provide local entities to

establish events that contribute to the vitality of the local economies.

B. Scope of Responsibilities

1. The City of Grants does hereby:

- a. Acknowledge the availability of the required local match of 14.56%;
- b. Acknowledge the availability of funds to pay all costs of the project up front;
- c. Acknowledge the availability of funds to pay any costs that exceed the project amount;
- d. Acknowledge its capability of maintaining the project throughout its useable life;
- e. Confirm that the City Manager of the City of Grants is authorized to enter into a Cooperative Project Agreement with the NMDOT for Recreational Trails Program projects on behalf of the City, and intends to do so. The City Manager is also authorized to submit additional information as may be required and to act as the official representative of the City of Grants throughout this project;
- f. Agrees to consent to, and cooperate with, transferring the role of Lead Agency/Fiscal Agent to the County should that become feasible; and,
- g. Assures the NMDOT and the County that it is willing and able to administer all activities associated with the project.

2. The County of Cibola does hereby:

- a. Agree to be responsible for the local match of 14.56% for the project;
- b. Agree to be responsible for all up-front costs of the project, subject to reimbursement from the City of grant funds;
- c. Agrees to be responsible for the payment of costs that exceed the project amount;
- d. Agrees to assume the Lead Agency/Fiscal Agent role from the City should that become feasible;
- e. Agrees to maintain the project throughout its useable life;
- f. Authorizes its County Manager to enter into cooperative agreements and generally manage the County's role in the project as required;
- g. Reaffirms its commitment to fulfilling its intentions and responsibilities as stated in Resolution No. 16-49, even though it is not the Lead Agency or Fiscal Agent;
- h. Will cooperate with the City and make the City whole should the City be required to contribute to the project as a result of its role as Lead Agency/Fiscal Agent.

C. Terms. This document will become effective upon approval of both parties and shall remain in effect until all responsibilities pursuant to the grant are fulfilled.

D. Strict Accountability of all Receipts and Disbursements. Each party shall be strictly accountable for all receipts and disbursements under this agreement.

E. Amendment. This document shall not be altered, changed or amended except by instrument

in writing executed by the parties.

F. Governing Law. This agreement shall be governed by the laws of the State of New Mexico.

G. Liability. Cibola County and the City of Grants shall be liable for its actions according to the agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection the with agreement. Any liability incurred by the County and City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978 as amended.

H. Notices. All notices required to be given to either party by this Memorandum of Understanding shall be in writing, and shall be delivered in person, by courier service, or by U.S. Mail; either first class, certified, return receipt, postage prepaid as follows:

To the County: Tony Boyd, County Manager, 700 East Roosevelt, Ste. 50, Grants, N.M. 87020

To the City of Grants: Laura Jaramillo, City Manager, P.O. Box 879, Grants, N.M. 87020

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding effective as of the date of approval by both parties.

CITY OF GRANTS

Authorized Signatory(s)

Date

Title

BOARD OF COUNTY COMMISSIONERS, CIBOLA COUNTY, NEW MEXICO

PASSED, APPROVED, and ADOPTED this 27th day of April, 2017.

Jack Molerres, Chairman

Robert Armijo, Vice Chair

Robert Windhorst, Member

Martha Garcia, Member

Daniel Torrez, Member

ATTEST:

Michelle Dominguez
County Clerk

MUTUAL ASSISTANCE AGREEMENT BETWEEN
WESTERN NEW MEXCO CORRECTIONAL FACILITY and CIBOLA COUNTY
DETENTION CENTER

WITNESSETH

WHEREAS, each of the parties hereto maintains personnel and equipment for the preservation of peace within its own jurisdiction and areas, and:

WHEREAS, the parties hereto desire to augment the enforcement of security and control available in and to their various establishments, districts, agencies, and municipalities,

WHEREAS, the land or districts of the parties hereto are within adjacent or contiguous so that mutual assistance, in the event of an emergency, as deemed feasible, and,

WHEREAS, it is the policy of the Western New Mexico Correctional Facility, and local law enforcement agencies and of their governing bodies to conclude such agreement wherever practicable, and,

WHEREAS, it is mutually deemed sound, desirable, practicable and beneficial or the parties to this agreement to render assistance to one another to maintain safety, security, and control in accordance with these terms:

THEREFORE IT IS AGREED THAT:

1. Whenever it is deemed advisable by the official of the Western New Mexico Correctional Facility to request assistance under the terms of the agreement, he or she is authorized to do so, and the Officer of Western New Mexico Correctional Facility shall forthwith initiate action under the Western New Mexico Correctional Facility Law Enforcement Notification agreement. Specific to the Agreement:
 - A. Criminal activities will be reported through the New Mexico State Police Department.
 - B. In case of a major disturbance, the highest-ranking available person will use the 911 Operator and request specific resources and relay as much information as available.

- C. The 911 Operator will contact all law enforcement agencies. Page 1 of 3 Mutual Assistance Agreement Cibola County Detention Center.
 - D. All Agencies agree a representative will be immediately dispatched to Western New Mexico Correctional Facility to assess the situation.
 - E. Determine the exact mission to be assigned in accordance with the detailed plans and procedures of operation, and drawn in accordance with this agreement by the technical heads of the agencies involved.
 - F. Forthwith, dispatch the personnel and equipment requested, or such personnel and equipment that can be spared, with complete instructions as to the mission in accordance with the terms of this agreement.
 - G. Information will be available at the Western New Mexico Correctional Facility Incident Command Center, located in the Administration Building or other designated location.
2. The rendering of assistance under the terms of this agreement shall not be mandatory. The party receiving the request for assistance should immediately notify the requesting agency if, for any reason, assistance cannot be rendered.
 3. The technical head of the agency requesting assistance shall assume full charge of the operations; however, personnel and equipment of the agency rendering assistance shall be under the immediate supervision of, and shall be the immediate responsibility of the senior official of the agency rendering assistance.
 4. The Chief Officers of the agencies of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each agency's area of responsibility for guided familiarization tours, as feasible, to jointly conduct planning and training sessions and/ or drills.
 5. The technical heads of all law enforcement agencies of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operations, necessary to effectively implement this agreement. Such plans and

procedures of operations shall become effective upon ratification by the signatory parties.

6. In the event support is specifically requested from and performed by Cibola County Detention Center, the New Mexico Corrections Department will reimburse the Cibola County Detention Center for the actual cost of providing services to the Western New Mexico Correctional Facility. That cost shall be limited to the cost of services in excess of any regularly incurred costs of the Department. Reimbursement shall not include familiarization tours or training/drills.

1. This agreement shall become effective upon the date hereof and shall remain in full force and effect until cancelled by mutual agreement of the parties, hereto, or by written notice by one part to the other part giving thirty (30) days written notice of said cancellation.

The New Mexico Corrections Department agrees to defend, indemnify, and hold harmless Cibola County Detention Center, including but not limited to area law enforcement agencies, their officers, agents, employees, elected officials attorneys, predecessors, and successors in interest, affiliates and assigns and/or associates, executors, and administrators and all other affiliated persons, firms, or corporations, all at the New Mexico Corrections Department's expense, from and against all liens, claims and demands, loss, costs, damages, action suits or other proceedings by whomever made, including claims for bodily injuries, death and property loss and damage brought ore prosecuted in any manner based upon the actions or omissions of any person or persons employed by the New Mexico Corrections Department.

IN WITNESS WHEREOF, the parties have extended agreement with the State of New Mexico on the day and year first above written.

Tony Boyd, Cibola County Manager

Date

Roberta Lucero-Ortega, Warden

Date



WESTERN NEW MEXICO CORRECTIONS FACILITY
RANGE USE AGREEMENT BETWEEN
THE WESTERN NEW MEXICO CORRECTIONAL FACILITY
and CIBOLA COUNTY DETENTION CENTER

I. BACKGROUND

The mission of Western New Mexico Correctional Facility's Firing Range is to ensure the safe handling of all weapons, and to ensure all Officers are following all safety procedures of the firing range.

II. PURPOSE

The Western New Mexico Correctional Facility and Cibola County Detention Center enter into this Range Use Agreement to set forth an agreement by all parties pertaining to the safe use and scheduling of the Western New Mexico Correctional Facility's Firing Range.

III. AUTHORITY

Warden Roberta Lucero-Ortega

IV. POLICY

This agreement sets forth general policy for the usage and scheduling of the Western New Mexico Correctional Facility Firing Range.

V. RULES and PROCEDURES

The above agency will agree to the following rules and procedures

1. SCHEDULING

- a. Western New Mexico Correctional Facility will authorize use of the firing range on availability.
- b. Training Coordinator Brian Chavez is responsible for all scheduling. If Brian Chavez is not available Lt. Victor Aldaz can be contacted.

- c. When training must be cancelled by the user, the user agency is responsible for canceling at the earliest possible date.
- d. The user may request for the outside agency building while at the Firing Range. You may store any targets for your agency.
- e. Western New Mexico Correctional Facility may provide classroom facilities at the Firing Range on availability.
- f. Incident Command Coordinator Lt. Victor Aldaz will meet annually for the agreement.

2. FIRING RANGE

- a. Ensure shooters observe and follow the range safety rules.
- b. Perform other range tasks as necessary to promote safety and enforce rules, procedures or regulations.
- c. Stop training in the event of an unsafe act.
- d. Observe shooters on the firing line.
- e. All brass must be picked up off the Firing Range at the end of their shooting / training day.
- f. All trash must be picked up off the Firing Range and Classroom and thrown in the trash cans and thrown in the trash pit.
- g. Western New Mexico Correctional Facility has not made any warranty, express or implied, (a) with respect to the conditions of the firing range, (b) that the user agencies use of the Firing Range will not result in injury or damage, (c) that the user agencies use of the Firing Range will accomplish the intended objectives, or (d) that the Firing Range is safe for any purpose including the intended purpose.
- h. The user agency will provide a point of contact for range use.
- i. The user agency will provide their own ammunition, targets, and associated training equipment.
- j. The user agency will provide their own personal protective gear.

3. GENERAL SAFETY RULES

- a. Treat every weapon as if loaded.
- b. Never point a firearm, loaded or unloaded, at anyone you do not intend to shoot, nor in a direction where unintentional discharge could cause injury or damage. (Even when dry firing).
- c. Keep your finger off the trigger and out of the trigger guard until on target and ready to fire.
- d. Be sure of your target and what's beyond.

4. OUTSIDE AGENCY AND CLASSROOM BUILDINGS

- a. Western New Mexico Correctional Facility can provide the Class Room and Outside Buildings on availability.
- b. Training Coordinator Brian Chavez is responsible for all scheduling of the buildings. If Brian Chavez is not available Lt. Victor Aldaz can be contacted.
- c. When training must be cancelled by the User, the user agency is responsible for canceling at the earliest possible date.
- d. The use of the building requires the cleanup of all trash that occurred during the use of the buildings.

5. INCIDENTS

- a. In response to a significant event, Western New Mexico Correctional Facility will conduct a review before allowing further use of the Firing Range. The user agency and its members agree to cooperate with and, if necessary, assist in this review process, and to provide a detailed incident report and corrective actions taken to minimize the likelihood of similar incidents.
- b. The user agency will replace or repair any Firing Range property lost or damaged through negligent use or misconduct.
- c. If at any time the Firing Range is not an operable upon arrival make contact with the provided personal on the contact list.

VI. RISK AND HAZARDS

- a. With this agreement the user agency is aware of the risks and hazards inherent in entering upon and using Western New Mexico Correctional Facility Firing Range and or Buildings, and hereby elects voluntarily to enter upon said premises with full knowledge of those risks and hazards.

VII. AMENDMENT AND TERMINATION

- a. This agreement may be modified or amended by mutual written agreement between the Parties and may be terminated.
- b. If the user agency either fails or refuses to abide by any of said rules, procedures, or regulations, the Warden may revoke permission to continue the use of the Firing Range.

VIII. EFFECTVIE DATE

The agreement becomes effective when:

- a. Both the user and agency and the Warden have signed the agreement.

IX. CONTACTS

- | | | |
|-------------------------|------------------|---------------------|
| a. Training Coordinator | Brian Chavez | 505-876-8420 |
| b. ICS Coordinator | Lt. Victor Aldaz | 505-876-8204 |
| c. Armory Sergeant | Sgt. Joe Tellez | 505-876-8311 |
| d. WNMCF Facility | Front Desk / MC | 505-876-8300 (8333) |

Western New Mexico Correctional Facility

By: _____

WARDEN
2111 North Lobo Canyon RD
Grants, NM 87020
505-876-8300

Date: _____

Cibola County Detention Center

By: _____

Authorized signature

Name: _____

Title: _____

Address: _____

City, State, Zip: _____

Phone #: _____

Date: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN DOÑA ANA COUNTY AND
THE CIBOLA COUNTY
FOR THE HOUSING OF INMATES**

This Agreement is entered into by and between the Board of County Commissioners of Doña Ana County, New Mexico, hereinafter referred to as “Doña Ana”, and the Board of County Commissioners of Cibola County, hereinafter referred to as “Cibola”, both political subdivisions of the State of New Mexico. The contracting entities shall be referred to collectively as “the Parties”.

WHEREAS, NMSA 1978, §33-3-13 (1983) provides, “All persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities”; and

WHEREAS, NMSA 1978, §33-3-13 (1983) further provides, “such persons may be temporarily imprisoned in other places of confinement while being conveyed or awaiting conveyance to the jail of the proper county; provided that the sheriff or jail administrator of any county, having the custody of anyone charged with the commission of crime, shall be authorized to remove such person to another county jail or any other place of safety when in the opinion of the sheriff or jail administrator the life of such person or others is in imminent danger; [or] when such person is confined in such other jail in consequence of having taken a change of venue to such other county”; and

WHEREAS, NMSA 1978, §33-3-14 (1889) provides, “whenever any prisoner shall be removed to another county under the provisions of [NMSA 1978, §33-3-13] then, and in such case, the expense of removal and keeping such prisoner shall be paid by the county from which such prisoner was so removed”; and

WHEREAS, NMSA 1978, §33-3-15 (1955) provides, “Whenever the public welfare or the safe custody of a prisoner shall require, any district judge in the state of New Mexico in his discretion may order any person charged with the commission of a crime, or any person in the custody of ...any county in the district of the said judge, to be removed to another county jail, ...or to any other place of safety, when, in the opinion of the said district judge, it is advisable that such person or persons shall be removed for any purpose whatsoever”; and

WHEREAS, NMSA 1978, §33-3-15 (1955) further provides, “Where a person, on the order of any district judge has been placed in ... a county jail for safekeeping, the expense incurred by said penitentiary or the sheriff of any county for the maintenance of said prisoner, shall be borne by the county from which said prisoner has been ordered”; and

WHEREAS, NMSA 1978, §33-3-16 (1984) provides, “In case any county in this state lacks a jail or proper place of confinement for its prisoners, the board of county commissioners of that county shall make contractual arrangements with other counties, municipalities or independent contractors for the incarceration and care of its prisoners, and that jail so designated by any board of county commissioners of any county not having a jail or other proper place of confinement shall be the legal place of confinement of the prisoners of said county”.

NOW THEREFORE, the parties hereby agree as follows:

A. DEFINITIONS

- a. “**Facility**” means the detention center of the receiving county.
- b. “**Receiving county**” means the county wherein the inmate shall be housed pursuant to the terms of this agreement.
- c. “**Sending county**” means the county wherein the crime of which the inmate is accused is alleged to have been committed.

B. SERVICES

1. BASIC SERVICES. It shall be the responsibility of receiving county to confine and supervise adult inmates committed to or in the custody of the sending county at the receiving county’s detention facility (hereinafter “Facility”). The receiving county shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails. The receiving county retains the right to refuse the admission of any inmate for any reason.

2. MEDICAL SERVICES.

- a. The sending county **will not** deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by the receiving county upon initial medical screening.
- b. The sending county **will**:
 - i. Upon delivery of an inmate to the Facility, furnish to the Facility a Health Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.

2. If the Facility's Jail Management system identifies an inmate as a medium security risk, an additional ten (\$10.00) per pay per inmate shall be charged.
3. If the Facility's Jail Management system identifies an inmate as a maximum-security risk, an additional twenty (\$20.00) per pay per inmate shall be charged.
4. The receiving county shall notify the sending county upon intake if the inmate's classification requires additional charge. If events transpire that elevate the security risk of the inmate, the sending county shall be notified upon such determination. A three (3) day grace period shall be granted to allow the sending county time to retrieve the inmate or sustain the charge.

D. INSPECTION

1. In Person. The receiving county agrees to allow reasonable periodic inspections of the Facility by sending county personnel. Findings by the sending county shall be shared with the Facility administrator in order to promote improvements to the Facility operations or conditions of confinement for inmates of the sending county. The receiving county may postpone such inspection if, in its sole discretion, the receiving county determines that such access to the Facility could pose a health or safety risk to personnel of either the sending county, the receiving county, or to the inmate population during inmate count or when any special operation of the Facility is in progress.
2. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to the sending county for examination all of the receiving county's records with respect to the areas covered by this Agreement. The receiving county shall permit the sending county to audit, examine, and make excerpts or transcripts from such records relating to inmates of the sending county and this Agreement.
3. Records. Records shall be maintained by the receiving county in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. The sending county shall be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that the sending county failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

E. TERM AND TERMINATION

This Agreement shall become effective upon approval by both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. 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. By such termination, neither party may nullify obligations

already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when the sending county removes its last inmate from the Facility and compensates the receiving county for all amounts due and owing under this Agreement.

F. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

1. Property. No property shall be acquired as a result of this Agreement, and it does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
2. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by the receiving county are for services rendered to the sending county, and the fees collected by the receiving county shall be transferred to the receiving county's general fund as required by law.
3. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

G. AMENDMENT

1. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
2. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
3. Requested changes in the Services to be performed, including any increase or decrease in the amount of the receiving county's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
4. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

H. SEVERABILITY

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonably capable of completion.

I. SUBCONTRACTING

Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to and adhere to each applicable provision of this Agreement.

J. ASSIGNMENT

Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

K. DISPUTE RESOLUTION

1. Disputes shall be resolved by arbitration in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction.
2. This Agreement shall be governed by the laws of the State of New Mexico.
3. In the event of litigation, venue shall be in the receiving county.

L. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Each party shall be liable for its own actions and shall not be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §§41-4-1, *et. seq.*, NMSA 1978 as amended.

M. INDEPENDENT CONTRACTOR

Neither the receiving county nor its employees are considered to be employees of the sending county for any purpose whatsoever. The receiving county is considered an Independent Contractor with respect to the sending county at all times in the performance described herein.

N. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the governing body of each party making the appropriations necessary for the performance of this Agreement.

O. 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 Doña Ana County:

To County of Cibola:

County Manager
845 N Motel Blvd
Las Cruces, New Mexico 88007

County Manager
700 East Roosevelt, Suite 50
Grants, NM 87020

* * *

P. SIGNATURE AUTHORITY

Both parties certify that the persons signing this Agreement on behalf of their county government have authority to do so.

APPROVED

Doña Ana County

Julia T. Brown, Esq.
Doña Ana County Manager

Date

Cibola County

Tony M. Boyd
Cibola County Manager

Date

**AGREEMENT
FOR INMATE CONFINEMENT
BETWEEN THE COUNTY OF SANTA FE
AND CIBOLA COUNTY**

THIS AGREEMENT is entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and CIBOLA COUNTY, a political subdivision of the State of New Mexico (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for a crime in the Contractor's County who are either: (i) in need of housing while being conveyed or awaiting conveyance to the jail of the Contractor's County; (ii) or in imminent danger and are housed in the Contractor's facility;

WHEREAS, the County owns and operates the Santa Fe County Adult Detention Facility (SFCADF) which has, from time to time, vacant bed space; and

WHEREAS, the County is willing to house Contractor's inmates from time-to-time as set forth herein;

NOW, THEREFORE, IT IS MUTUALLY AGREED by both parties as follows:

1. **HOUSING OF INMATES.** The County agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's SFCADF, upon the conditions and terms set forth below. The Contractor agrees that any such person so housed in the SFCADF is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a county jail in the Contractor's County, or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 (1983), and 33-3-14 (1889), and the Contractor agrees in any event that any persons housed at the SFCADF meet the minimum criteria established by these statutes and laws and agrees to compensate the County for the housing as set forth in the next paragraph.
2. **COMPENSATION.** The Contractor shall pay the County a cost of \$95.00 per day for each full or partial calendar day for a Contractor's inmate who is housed at SFCADF. SFCADF has the option to review and adjust this fee upon the anniversary date of this Agreement.
3. **CONDITIONS OF HOUSING.** The County will house all of Contractor's inmates consistent with SFCADF's prevailing policies, post orders and other

routine practices, unless additional housing policies are specified by an appendix to this Agreement.

4. **INVOICES.** The County shall invoice the Contractor for all persons housed at the SFCADF on a monthly basis and shall provide the Contractor with a statement containing the names of persons housed, the dates of housing, the booking number, the total number of days billed, the medical costs incurred, if any, and the total inmate costs for the month. The Contractor shall pay the invoice in full within 30 days of receipt. If an invoice is not paid within 45 days of the billing date, a late payment charge of 1.5% of the original bill shall accrue monthly.
5. **INMATE APPROVAL.** The SFCADF Warden or designee shall have the right to refuse housing for any reason to any person proposed for housing in the SFCADF.
6. **TRANSPORTATION.** Contractor shall be responsible for all transportation costs for its inmates to and from SFCADF. In the event medical treatment is required outside of the SFCADF, the County shall transport persons for such treatment. In such event, Contractor shall pay the costs of the secure transportation as set forth in Paragraph 8, "Medical Care," section C.
7. **INMATE POSSESSIONS.** The County will store and safe keep all inmate personal property which is removed from inmates upon arrival at SFCADF. The County shall not be responsible for items determined to be contraband or not listed during the time of booking. Any contraband found shall subject the inmate to a criminal investigation by the Santa Fe County Sheriff's Office; however, in the event new charges result, the Contractor shall still be required to pay for housing so long as the inmate's sentence from the Contractor has not been completed, or charges remain pending in the Contractor's County.
8. **MEDICAL CARE.**
 - A. **Routine on-Site Care.** The County shall provide routine medical care, routine dental care, and routine mental health care for Contractor's inmates at the SFCADF.
 - B. **Prescription Pharmaceuticals.** The Contractor shall be responsible for and shall reimburse the County for any pharmaceutical costs incurred by Contractor's inmates housed at SFCADF.
 - C. **Off-Site Care.** The Contractor shall be responsible for all costs of medical, dental and mental health care for Contractor's inmates at any off-site medical facility. The County shall provide secure transportation and security to and from any such off-site facility. The County shall bill the Contractor at the rate of \$20.00 per officer, per hour, and \$.55 per mile, to and from an appointment. The Contractor shall be responsible for the per diem rate plus the hourly rate for officers providing security

during the period of any off-site medical confinement that exceeds 24 hours.

- D. **Prison Rape Elimination Act.** SFCADF will comply with provisions of the Prison Rape Elimination Act of 2003 (“PREA”), codified at 42 U.S.C. Sec. 15601 et seq., and with all applicable PREA standards for preventing, detecting, monitoring and investigating any form of sexual abuse within SFCADF.
9. **TERM.** This Agreement shall become effective when signed by both parties. The initial term of the Agreement is one year. Unless either party provides 60 days written notice to the other party of its intent not to renew this Agreement, this Agreement will automatically renew in one-year increments not to exceed a total of four years.
10. **TERMINATION.** This Agreement may be terminated by either party upon 60 days written notice to the other party. However, a termination shall not be effective until such time as all of the Contractor’s inmates have been removed from SFCADF. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the **Contractor must pick up its inmates within the 60-day written notice period or be subject to a charge of \$255.00 per day beginning on the 61st day.** Upon termination of this Agreement, the County is under no obligation to accept the Contractor’s inmates.
11. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not create, nor does either party to this Agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this Agreement, or seek to enforce this Agreement as a third party beneficiary of this Agreement or otherwise.
12. **INSURANCE.** The County maintains public liability insurance for its operation of the SFCADF. The Contractor shall maintain at all times a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.
13. **SUBCONTRACTING.** The County may subcontract services to be performed under this Agreement with advance notice to the Contractor. If a person housed at the SFCADF is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within 24 hours of the transfer.
14. **RECORDS AND AUDIT.**
- A. **County Information.** The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and

correspond to inmate housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.

- B. **Contractor Information.** The Contractor shall provide its complete file on each person incarcerated at the SFCADF under this Agreement including, but not limited to, the incarceration file, the medical file, all court and/or arrest documents necessary to justify the Contractor's inmate incarceration, and copies of each person's criminal history. Gang affiliations and other associations of relevance shall also be provided, if known.
15. **AMENDMENTS.** This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.
16. **MERGER.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
17. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.
18. **ACCESS BY CONTRACTOR.** The Contractor, with prior approval and consent of the Director of SFCADF, may inspect the conditions under which Contractor's inmates are housed at SFCADF. Access to SFCADF shall be coordinated through the Director of SFCADF, the Warden or their designee.
19. **SEVERABILITY.** Should any part of this Agreement be determined invalid or unenforceable by a court, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

Contractor:

Authorized signatory

Date: _____

Printed title of authorized signatory

Santa Fe County

Katherine Miller, Santa Fe County Manager

Date: _____

Approved as to form:

Gregory S. Shaffer, County Attorney

Date: _____

Finance Department

Don Moya, (acting) Director

Date: _____

Tony Boyd

From: Mary Lou Kern
Sent: Thursday, April 13, 2017 12:09 PM
To: Managers Affiliate
Cc: Jonni Valdez-Silva
Subject: NMDOT Roadway lighting maintenance agreement

Good Afternoon,

Recently the NMDOT requested the county enter into a lighting maintenance agreement for lighting on an I-25 off ramp in the county. In the past they have always maintained the lights. Have any of you been asked to absorb this expense? If so have you agreed to do it? If you have, would you mind sharing your agreement? I personally believe the DOT is simply trying to pass on the expense and liability. We have never been asked us to do this before. Thank you in advance for your input.

Mary Lou Kern

County Manager
Colfax County
PO Box 1498
Raton, NM 87740

575-445-2902 fax#



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Tony Boyd

From: Anthony Dimas
Sent: Thursday, April 13, 2017 12:23 PM
To: Mary Lou Kern
Cc: ''
Subject: Re: NMDOT Roadway lighting maintenance agreement

Hi Mary Lou

We have just recently received one for I40 and are evaluating it. However, I did discovery that we currently do have one in place for St Hwy 491 between McKinley County and NM DOT.

Hope this helps.

Anthony

Sent from my iPhone

On Apr 13, 2017, at 12:11 PM, Mary Lou Kern <marylou@colfaxnm.gov> wrote:

Good Afternoon,

Recently the NMDOT requested the county enter into a lighting maintenance agreement for lighting on an I-25 off ramp in the county. In the past they have always maintained the lights. Have any of you been asked to absorb this expense? If so have you agreed to do it? If you have, would you mind sharing your agreement? I personally believe the DOT is simply trying to pass on the expense and liability. We have never been asked us to do this before. Thank you in advance for your input.

Mary Lou Kern

County Manager
Colfax County
PO Box 1498
Raton, NM 87740

1
575-445-2902 fax#
<image001.jpg>

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Tony Boyd

From: Amber Hamilton
Sent: Thursday, April 13, 2017 12:21 PM
To: Mary Lou Kern
Cc: Managers Affiliate; Jonni Valdez-Silva
Subject: Re: NMDOT Roadway lighting maintenance agreement

Not in Roosevelt to date.

Amber Hamilton
County Manager
Roosevelt County
109 W. First St.
Portales, NM 88130
575.356.5307

On Apr 13, 2017, at 12:09 PM, Mary Lou Kern wrote:

Good Afternoon,

Recently the NMDOT requested the county enter into a lighting maintenance agreement for lighting on an I-25 off ramp in the county. In the past they have always maintained the lights. Have any of you been asked to absorb this expense? If so have you agreed to do it? If you have, would you mind sharing your agreement? I personally believe the DOT is simply trying to pass on the expense and liability. We have never been asked us to do this before. Thank you in advance for your input.

Mary Lou Kern

County Manager
Colfax County
PO Box 1498
Raton, NM 87740

marylou@colfaxnm.com

575-445-2902 fax#
<image001.jpg>

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Tony Boyd

From: Charlene Webb
Sent: Thursday, April 13, 2017 2:49 PM
To: Mary Lou Kern; Managers Affiliate
Cc: Jonni Valdez-Silva
Subject: RE: NMDOT Roadway lighting maintenance agreement

Mary Lou,
NMDOT said we had an agreement for the lighting for a ramp off of I-10, which we were unaware of. When we requested a copy of the agreement, they could not produce one. To date, we have not been asked to enter into an agreement for this location.

I agree with your belief that they are passing on expense and liability.

Charlene Webb

Grant County Manager
P.O. Box 898
Silver City, NM 88062

(575) 574-0073 Fax

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From: Mary Lou Kern [mailto:_____]_____
Sent: Thursday, April 13, 2017 12:09 PM
To: Managers Affiliate <ManagersAffiliate@nmdot.org>
Cc: Jonni Valdez-Silva
Subject: NMDOT Roadway lighting maintenance agreement

Good Afternoon,

Recently the NMDOT requested the county enter into a lighting maintenance agreement for lighting on an I-25 off ramp in the county. In the past they have always maintained the lights. Have any of you been asked to absorb this expense? If so have you agreed to do it? If you have, would you mind sharing your agreement? I personally believe the DOT is simply trying to pass on the expense and liability. We have never been asked us to do this before. Thank you in advance for your input.

Tony Boyd

From: Delilah Walsh <delilah.walsh@nmdot.nm.us>
Sent: Thursday, April 13, 2017 4:30 PM
To: Charlene Webb; Mary Lou Kern; Managers Affiliate
Cc: Jonni Valdez-Silva <jvaldez@nmdot.nm.us>
Subject: RE: NMDOT Roadway lighting maintenance agreement

Hello, Socorro County doesn't have any agreements in place now but the City of Socorro does pay for all maintenance and utility expense for lighting at the City exits.

From: Charlene Webb [mailto:charlene@grantcounty.nm.us]
Sent: Thursday, April 13, 2017 2:49 PM
To: Mary Lou Kern <marylou.kern@nmdot.nm.us>
Cc: Jonni Valdez-Silva <jvaldez@nmdot.nm.us>
Subject: RE: NMDOT Roadway lighting maintenance agreement

Mary Lou,
NMDOT said we had an agreement for the lighting for a ramp off of I-10, which we were unaware of. When we requested a copy of the agreement, they could not produce one. To date, we have not been asked to enter into an agreement for this location.

I agree with your belief that they are passing on expense and liability.

Charlene Webb

Grant County Manager
P.O. Box 898
Silver City, NM 88062

(575) 574-0073 Fax

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From: Mary Lou Kern [mailto:marylou.kern@nmdot.nm.us]
Sent: Thursday, April 13, 2017 12:09 PM
To: Managers Affiliate <managers@nmdot.nm.us>
Cc: Jonni Valdez-Silva <jvaldez@nmdot.nm.us>
Subject: NMDOT Roadway lighting maintenance agreement

Tony Boyd

From: Carpenter, Kim
Sent: Monday, April 17, 2017 12:55 PM
To: Mary Lou Kern; Managers Affiliate
Cc: Jonni Valdez-Silva
Subject: RE: NMDOT Roadway lighting maintenance agreement

San Juan County at one point was assisting in a partnership payment in Shiprock with the Navajo Nation and NM Dot but cancelled it due to an unsigned agreement. The state has asked for us to take on this and other projects but we have and will not be willing.

From: [REDACTED]
Sent: Thursday, April 13, 2017 12:09 PM
To: [REDACTED]
Cc: Jonni Valdez-Silva
Subject: NMDOT Roadway lighting maintenance agreement

Good Afternoon,

Recently the NMDOT requested the county enter into a lighting maintenance agreement for lighting on an I-25 off ramp in the county. In the past they have always maintained the lights. Have any of you been asked to absorb this expense? If so have you agreed to do it? If you have, would you mind sharing your agreement? I personally believe the DOT is simply trying to pass on the expense and liability. We have never been asked us to do this before. Thank you in advance for your input.

Mary Lou Kern

County Manager
Colfax County
PO Box 1498
Raton, NM 87740

575-4
575-415-2902 fax#



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Tony Boyd

From:
Sent: Monday, April 17, 2017 1:05 PM
To:
Cc:
Subject: RE: NMDOT Roadway lighting maintenance agreement

Thank you Kim, the DOT is asking that we take care of the exit at the Colorado line Port of Entry, at the top of Raton pass. I do not for see us entering into any type of agreement.

Mary Lou

From: Carpenter, Kim [mailto:]
Sent: Monday, April 17, 2017 12:55 PM
To: M
Cc: Jon
Subject: RE: NMDOT Roadway lighting maintenance agreement

San Juan County at one point was assisting in a partnership payment in Shiprock with the Navajo Nation and NM Dot but cancelled it due to an unsigned agreement. The state has asked for us to take on this and other projects but we have and will not be willing.

From: Mary Lou Ker
Sent: Thursday, April 13, 2017 12:09 PM
To: Managers Affiliate
Cc: Jonni Valdez-Silva < >
Subject: NMDOT Roadway lighting maintenance agreement

Good Afternoon,

Recently the NMDOT requested the county enter into a lighting maintenance agreement for lighting on an I-25 off ramp in the county. In the past they have always maintained the lights. Have any of you been asked to absorb this expense? If so have you agreed to do it? If you have, would you mind sharing your agreement? I personally believe the DOT is simply trying to pass on the expense and liability. We have never been asked us to do this before. Thank you in advance for your input.

Mary Lou Kern

County Manager
Colfax County
PO Box 1498
Raton, NM 87740
www.co.colfax.nm.us
505-445-2902 fax#

Tony Boyd

From: [redacted]
Sent: Monday, April 17, 2017 1:11 PM
To: [redacted]
Cc: Jonni Valdez-Silva <jvaldez@nmdot.nm.gov>, Kim Carpenter, Kim Carpenter, Kim Carpenter, Kim Carpenter, Kim Carpenter
Subject: RE: NMDOT Roadway lighting maintenance agreement

We have refused several agreements and they have told the public it was the county's fault you don't have lighting. They have asked indirectly threatened the status of our coop funds.

On Apr 17, 2017 1:03 PM, Mary Lou Kerr <mlkerr@nmdot.nm.gov>

Thank you Kim, the DOT is asking that we take care of the exit at the Colorado line Port of Entry, at the top of Raton pass. I do not for see us entering into any type of agreement.

Mary Lou

From: Carpenter, Kim
Sent: Monday, April 17, 2017 12:55 PM
To: Mary Lou Kerr
Cc: Jonni Valdez-Silva <jvaldez@nmdot.nm.gov>
Subject: RE: NMDOT Roadway lighting maintenance agreement

San Juan County at one point was assisting in a partnership payment in Shiprock with the Navajo Nation and NM Dot but cancelled it due to an unsigned agreement. The state has asked for us to take on this and other projects but we have and will not be willing.

From: Mary Lou Kerr [mailto:mlkerr@nmdot.nm.gov]
Sent: Thursday, April 13, 2017 12:09 PM
To: Managers Affiliates
Cc: Jonni Valdez-Silva <jvaldez@nmdot.nm.gov>
Subject: NMDOT Roadway lighting maintenance agreement

Good Afternoon,