



CIBOLA COUNTY BOARD OF COMMISSIONERS

Jack Moleres
Chairman

Robert Armijo
1st Vice Chairman

Robert Windhorst
2nd Vice Chairman

Daniel Torrez
Commissioner

Martha Garcia
Commissioner

Regular Meeting

October 26, 2017

5:00 p.m.

Cibola County Commission Chambers

700 E. Roosevelt Ave., Suite 50

Grants, NM 87020

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

6. **Commissioner's Report**

Each Commissioner will have the opportunity to report feedback to the community regarding the district they represent.

7. **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.

8. **Approval of Minutes**

- a. Minutes from September 28, 2017 Regular Meeting
- b. Minutes from October 12, 2017 Workshops/Special Meetings
- c. Minutes from October 19, 2017 Emergency Meeting

9. **Reports**

- a. Monthly Sheriff's Department Activity Report
- b. Monthly Road Department Report

10. **Old Business-Action May Be Taken**

- a. Ratification for Intergovernmental Agreement and Amendment(s) for Detention Services Between Cibola County and US Marshals
- b. A Resolution For Participation in the Municipal Transit System 17-46

11. New Business – Action May Be Taken

- a. Planning Grant Agreement Approval Resolution 17-44
- b. Support for the 2018 Legislative Priorities of the NM Association of Counties Resolution 17-45

12. Manager's Report

13. Executive Session

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

- a. Real Property
 - i. Smiths
 - ii. Cibola General Hospital
 - iii. Administration

Motion and roll call vote to go into Executive Session for the stated 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. Announcements

The next Regular Commission Meeting will be held on Thursday, November 30, 2017 at 5:00p.m. immediately following the Board of Finance Meeting in the Cibola County Commission Chambers.

15. 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 Administration Building, 700 East 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
Acting as Board of Finance
Thursday September 28, 2017

The Cibola County Commission held a Board of Finance Meeting on Thursday September 28, 2017 at 5:00 pm in the Cibola County Convention Room.

I) Commission Convenes

A. CALL TO ORDER

Chairman Jack Moleres called the meeting to Order at 5:08 p.m.

B. ROLL CALL

Chairman Jack Moleres does roll call 5-5 in attendance.

C. Approval of Agenda

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

D. Approval of Minutes

Regular meeting August 24, 2017

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

Elected Officials Present Staff

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

Valerie Taylor, County Manager
Michelle E. Dominguez, County Clerk
Heather Paintin, Recording & Filing Clerk

II) COMMISSION ADJOURNS AS BOARD OF COUNTY COMMISSIONERS AND RECONVENS AS BOARD OF FINANCE

Motion made at 5:09 pm by 1st Vice Chairman Armijo, seconded by Commissioner Torrez, 5-0 Affirmative.

A. Monthly Voucher Report: August 2017

Report on file: No questions at this time from the County Commission

B. Monthly Treasurers Report: August 2017

Report on file: No questions at this time from the County Commission

C. Investment Report: August 2017

Report on file: Report not presented

D. Schedule of Rents Received: August 2017

E. Financial Statements: August 2017

Report on file: No questions at this time from County Commission

III Announcements

The next regular Board of Finance Meeting will be held Thursday October 26, 2017

IV. Adjournment

Motion made by 1st Vice Chairman Armijo, seconded by Commissioner Torrez at 5:17 p.m., 5-0 Affirmative.

Cibola County Commission
Regular Meeting
September 28, 2017

The Cibola County Commission held a Regular Meeting on Thursday September 28, 2017 at 5:00 pm in the Cibola County Commission Chamber

Elected Officials Present Staff

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

Valerie Taylor, County Manager

Michelle Dominguez, County Clerk
Heather Paintin, Recording/Filing Clerk

1. Call to Order

Chairman Jack Moleres called the meeting to order at 5:17 p.m.

2. Roll Call

Chairman Jack Moleres does roll call 5-5 in attendance.

3. Pledge of Allegiance

1st Vice Chairman Armijo led the pledge

4. Prayer

Commissioner Garcia led us in prayer

5. Approval of Agenda

Motion to approve the agenda with the following changes, remove item 14 made by 1st Vice Chairman Armijo, seconded by Commissioner Torrez, 5-0 Affirmative.

6. Commissioner's Report

Commissioner Garcia

Candy kitchen and Pine Hill has had some water crisis. The pump kept burning out in the well. They were in the process of finding the problem when they ran out of water at the school and the community. A lot of the community use Jacob's well and that went down. On Thursday she called Jack and Valerie helped take care of the issue. That afternoon they had a

truck with a tank of water. El Morro fire department has also offered their assistance if we need them. Pine Hill fair and rodeo, a lot of people came out and participated. Upcoming, October 7th is the fall festival, come out and enjoy lots of food and produce for sale.

2nd Vice Chairman Windhorst

Two reports from August on two properties one is San Rafael and one outside of Grants, he is working on two reports in Bluewater Acres. The residents are unhappy with how messy their neighbors are. In Bluewater they are working to raise money to buy a lowering device for the cemetery which costs about \$4,000. Tour of box canyon and found several illegal dumps, got in touch with an individual who has a big box dumpster and loader and will get with residents to help clean things up.

1st Vice Chairman Armijo

The well in Seboyta went out, and thanked Dustin for all his help. The transfer station where they throw the trash needs redesigned before someone gets killed. It is on a hill and the guard is at the bottom and almost got hit by a truck. Thanked Gary for what he has done on the roads.

Commissioner Torrez

San Rafael fire department went to a 5, good job. Some of the roads are getting done and looking for some money to get some more work done. Fiestas of San Rafael on Sunday, come on out and support the county.

Chairman Moleres

In October there will be a Fiesta at the Knights of Columbus, it's the St Teresa Fiesta. One of the positive things we have is all come together and have that fellowship of the county. Earlier in the year we had the bow shoot, bi-county fair and they are great success and all the kids involved it's great to see that. Times are hard and they are still putting out 100% to the community and show us adults how to succeed in life.

7. Public Comment

Debra Homer from Fence Lake Fire Department
Eva Johnson on behalf of Carrot Express
Kristin Winfrey on behalf of Carrot Express
Rhonda Diaz on behalf of Carrot Express
Blanca Maine on behalf of Carrot Express
Lydia Billington on behalf of Carrot Express
Eli on behalf of Carrot Express

8. Consent Agenda

- a. Minutes from August 24, 2017

- b. Minutes from September 11, 2017
- c. Minutes from September 13, 2017

Motion to approve Minutes from July 27, 2017, made by Commissioner Garcia, seconded by 2nd Vice Chairman Windhorst, 5-0 Affirmative.

9. Reports

- a. Monthly Sheriff's Department Activity Report.

Sheriff Mace shared that the team served two search warrants for drug trafficking, arrested 4 at one residence and 1 person at another. Last night his officers worked in conjunction with the US Marshalls to locate a sex offender that fled from Tennessee, they got a tip that he had been hiding in our area. They located him and took him into custody and he will soon be extradited back to Tennessee. Meet with NM Associations of Counties and talked about insurances losses among the counties. They went over the law enforcement loss over a 6 year period. Because the detention center falls into their category, their loss looks high, however 82% of the lawsuits were from the detention center. The other 18% were from Sheriff's Office- 8 Sheriff office, 6 kicked out, 2 were paid for attorney fees, so that leaves the Sheriff's office 1.9% below the average for law enforcement across the state. In December when the 5 year plan drops off they will have 0 for the county.

- b. Monthly Road Department Report.

Month of August they bladed 65 miles of road, special projects of cutting trees, mowing, sweeping, cleaning culverts, and some shoulder work. Now with the rain, they have to start over with less people and less equipment. Some of the equipment is in the shop with PO's but he had to go get the grader because they couldn't pay for it. The truck he uses to haul equipment is a half-ton. 2nd Vice Chairman Windhorst asked what the possibility would be for Gary to use the former County Manager's truck. Manager Taylor said that it looks like that is slated for EMS department, Dustin Middleton because of the gooseneck hitch. 1st Vice Chairman Armijo added they had spoken with Manager Boyd and that truck is to go to Gary because he pulls the bob cat and heavy equipment. Chairman Moleres said that Gary can use it and if Dustin gets in a bind he can use it. Dustin asked if they can pull the hitch and place it in his truck because it was bought with EMS funding. Armijo suggested just buying Dustin a new hitch and having it installed in his truck.

10. New Business – Action May Be Taken

- a. Plat Approval for Land Division Fence Lake Fire Department Property

Motion to approve made by Commissioner Garcia, seconded by Commissioner Torrez, 5-0 Affirmative.

- b. Approval of Ordinance No. 17-04 an Ordinance Adopting the Fence Lake Community Association Local Economic Development Project Participation Agreement

Motion to approve made by Commissioner Torrez, seconded by 2nd Vice Chairman Windhorst, 5-0 Affirmative.

- c. Selection of Two Commissioner Representatives to Attend Meeting with Acoma Pueblo Officials

Motion to approve selection of Commissioner Garcia and Commissioner Torrez made my 1st Vice Chairman Armijo, seconded by 2nd Vice Chairman Windhorst, 5-0 Affirmative.

- d. Presentation for Participation in the Municipal Transit System (Carrot Express)
- e. Presentation for North West Regional Transportation Planning Organization (NWRTPO)
- f. Consideration of County Serving as Fiscal Agent for NMFA Planning Grant for Solo Works Project

11. Manager's Report

- Recognize the staff, they are motivated and dedicated to the customer service we are providing to the citizens. It's been a hard year for them but they are hanging in there and you can see that in their work ethic.
- Goal here is customer service, we are changing a little bit, we will be contacting newspaper to place ad about new program that community can use for suggestions. It is an overall communication link.
- Closing of the detention center and moved population to CoreCivic, it was a heroic effort by everyone to move this over and it took a lot of effort to get the move completed in a short amount of time. CoreCivic is beginning with a strong relationship.
- Thanks for the community effort to get water to Commissioner Garcia's area and everyone who moved quickly to ensure the community got water.
- The community has asked for workshops to reduce the amount of time the Commission meetings are taking, also brought up that they would like the meetings to be held earlier.

- Chief Procurement officer coming from McKinley County to mentor Wendy until she receives her certification. This will be at no charge to us, he is doing it to help out a sister community.
- Will be listing the finance director in house then out to the community soon.
- Been holding staff meetings on Tuesday's for an hour and it is working well. The exchange of information is coming across and the isolation of the offices is coming together. Very proud of the leadership.
- Geraldine and Kathy have some projects they will be discussing during staff comments.

12. Comments

a. Staff

Kathy has asked for permission to plan a workshop for the community for the process of taxes, filing and recording and assessments of property to teach the community how it works. See if they can do one night before tax season kicks in, no date set at this time. Waiting for Assessor protest hearings to finish to plan the workshop. They have hopes to do some workshops in the outer part of the County as well.

Geraldine and staff has been working hard to get tax roll overs, they have been sent over and it's done.

Michelle asked with the furlough days you are giving them is there going to be a clothing allowance for the staff for the new dress code. She has been here for 11 years and the staff has always dressed nice even in jeans. They decided to keep the hour lunch but she has one person in her office that takes breaks 15 minutes in the AM, 30 minute lunch and 15 minute break, what is the policy.

Heather asked what the repercussion would be if they do not follow dress code because with the furlough days she doesn't have the money to go buy new clothes. A lot of the tension would be better for the employees if the information was given and stayed the same. Everyone is giving different information and the employees are frustrated because of the lack of communication. It is stressful to work here right now and our feelings should be taken into consideration. My front window has to be open by 8am, but I cannot clock in until 2 minutes early, that does not give enough time for me to get the computer on, the money out and the window open.

Kathy said that in the past it's always been up to the department heads on how they want their office to be conducted. They ensure they look presentable in their office. Every department knows their employee and the situation they are in.

Donnie things have been implemented that are not in writing, such as the time clock. He has a lot of questions on it as far as taking breaks, how soon can we clock in, how soon can we clock out. Not having something written is hard to know what to follow.

Dolores asked what the law as far as breaks is in the morning and afternoon and hour lunch. All Commissioners should know what is going on and things should not be done without all the Commissioners. If something is changed it should go through the Commissioners, the manager and then in black and white.

b. Commissioners

Commissioner Garcia- we serve the community and the number one thing is customer service and is most important. If someone comes in we provide the service and the other thing is to be presentable, and be comfortable. It will have to be taken case by case for everyone. If someone is in a hardship case we don't need to be putting them into a case and going into keeping up with the Jones. We need to help the community and be presentable. Changes are hard to make so it may have to be done in phases and everyone has a say so in what is appropriate and what is not appropriate. If you are making a lot of money it is easy but for those that are not it is hard on them. Keep it up to the County Manager, Chairman and Department Head. We need to work together and not be a Donald Trump. To avoid miscommunication the best thing to do is when a group of people make a decision, then that is it and what you do is put it in writing and give it to department heads and they can give to the staff and ensure you do not change them, it is very stressful for the staff for things to be changing. The other thing is gossip, people get together and things are said that aren't true. People are running around concerned about their job and what they are going to do. Best way to avoid things is to put it in writing. Work together and find out what we need to do and when the policies come out we will take a look as Commissioners and we will decide what is best.

Chairman Moleres- the Manager and himself will work together on the dress code. They will come up with a dress code that fits everyone. Going to double check into the law on breaks and lunches.

1st Vice Chairman Armijo wants all the Commissioners to know what is going on. The department heads need to get with the manager and work together to make decisions. He disagrees with 2nd Vice Chairman Windhorst, if anyone needs to call him they can any time.

2nd Vice Chairman Windhorst- the bottom line in any place he has ever worked at there is a chain of command, without it this kind of stuff happens. There is anger, everyone is pissed off and people are gossiping causing back biting and problems. Yes, our County is in trouble right now and we are doing our very best to fix it. I would like to see everyone get along. You're used to a different manager, you have a new manager and you need to give her a chance. We hired her because she has ability and she has been moving forward. I can tell you how many calls I have received from people telling me they can't get through to the county, no one is at the phones, no one is at the window, and we have received lots of calls about that. That is poor customer service and that has got to change, when people come to the window we better damn well be there to help them. The gossip and back biting has got to stop, it is counterproductive. He wants everyone to use the chain of command. Go through your boss, or manager and work your way up. The County Manager is hired to handle the County.

Commissioner Torrez- when it's in black and white it comes to this desk and we are all on the same page.

13. Executive Session

At 7:38 p.m. motion made by 1st Vice Chairman Armijo to go into Executive Session, seconded by Commissioner Torrez, 5-0 Affirmative.

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

- a. Discussion of Settlement Contact Dispute with Ricoh
- 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 8:00 p.m. motion made by 1st Vice Chairman Armijo, to start back into regular session, seconded by Commissioner Torrez, 5-0 Affirmative.

Roll Call to confirm no final action was taken in Executive Session made by 1st Vice Chairman Armijo seconded by Commissioner Torrez, 5-0 Affirmative.

14. Action Items- Action May Be Taken

Item Removed

15. Announcements

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

16. Adjournment

Chairman Jack adjourned the meeting at 8:00 p.m.

Cibola County Commission
Workshop/Special Meeting
Thursday October 12, 2017

The Cibola County Commission held a Special Meeting on Thursday October 12, 2017 at 4:00 pm at the Old Cibola County Building.

Elected Officials Present Staff

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

Valerie Taylor, County Manager

Michelle Dominguez, County Clerk
Heather Paintin, Recording/Filing

1. Call to Order

Meeting began at 4:04 p.m.

2. Roll Call

Chairman Moleres-present, 2nd Vice Chairman Windhorst- present. Commissioner Garcia arrived at 4:24 p.m. 1st Vice Chairman Armijo- absent and Commissioner Torrez- absent.

3. Pledge of Allegiance

4. Prayer

5. Presentation

- a. Tour of Shooting/ Archery area at 515 W. High St. with Cibola County 4-H members.

6. Announcements

We will now adjourn for the next Workshop/Meeting at 5:00 p.m. located at 700 E. Roosevelt Ste. B in the Cibola County Commission Chambers.

9. Adjournment

Left Old County Building at 4:48.

Cibola County Commission
Workshop/Special Meeting
Thursday October 12, 2017

The Cibola County Commission held a Special Meeting on Thursday October 12, 2017 at 5:00 pm in the Cibola County Commission Room

Elected Officials Present Staff

Jack Moleres, Chairman

Robert Armijo, 1st Vice Chairman

Robert Windhorst, 2nd Vice Chairman

Daniel Torrez, Commissioner

Martha Garcia, Commissioner

Valerie Taylor, County Manager

Michelle Dominguez, County Clerk

Heather Paintin, Recording/Filing

1. Call to Order

Chairman Moleres called the meeting to Order at 5:03 p.m.

2. Roll Call

Chairman Moleres does roll call, Chairman Moleres- present, 2nd Vice Chairman Windhorst- present, Commissioner Garcia- present. 1st Vice Chairman Armijo- absent and Commissioner Torrez- absent.

3. Pledge of Allegiance

2nd Vice Chairman Windhorst led us in the Pledge of allegiance, Recited by all.

4. Prayer

Commissioner Garcia led us in prayer.

5. Approval of Agenda

Commissioner Garcia made a motion to approve the agenda, seconded by 2nd Vice Chairman Windhorst, 3-0 affirmative.

6. Presentation

- a. 4-H Presentation regarding Shooting/Archery facility at 515 W. High St.

7. Managers' Report

Assessor's office was supposed to have protests on the 17th and 18th, however Santa Fe has moved it back to December. Needed a citizen and Les Gains volunteered for that. We need a relator for tax assessment. We need to get a relator on board as soon as possible. If any of the Commissioner's know anyone please offer the information to Valerie via email.

Michael with DFA- Reconciliation of the Budget. The Budget that was sent into Santa Fe does not match the one that was recorded. Because it was approved we have to match what was sent into the state. They cannot find the electronic copy of the budget, it was not on Tony Boyd's computer. Mike Allen is working on looking on Joseph's computer to see if he can locate it. Once it is found, Valerie will forward it to all Commissioners and Department heads. Michael has not been able to balance the cash balance sheet yet, he continue to work on this when he comes back the end of October. He has dedicated all of November and a good portion of December to match things up.

There was a letter that was sent to Cibola County from the state, we have to pay back \$16,885.00 to the state that was not used by the Sheriff's office. She spoke with the Sheriff and he said that he was told repeatedly there was no money for him to spend. She tried to talk with the state to see if they could spend the money now and they have told her no, the money needs to be sent back to the state.

Michael had a meeting with Valerie and the Chairman to discuss where we are, the Commission approved a budget that was submitted to the state that was a decrease of 3.2 million dollars. In that budget nothing was scheduled for the detention center.

Valerie has been working with CoreCivic to obtain a contract with the US Marshalls. They are very close to negotiation with that. US Marshalls need our space and CoreCivic needs them to stay open. Right now we are running 114 inmates and paying for 150 at \$54 a day. She is negotiating charging an administration fee per federal inmate that is in there. So there will be no cost for us but we will be generating some revenue.

Due to the detainees going to CoreCivic we need to have a booking staff of 8 to have shifts covered 24/7 and 365 days a year. The total booking staff will be 14 people and the total wage benefits without the Marshalls contract is \$775,752.00. If the US Marshall Contract goes through we will have to pay federal premium wage which is an increase of \$76,929. That will be offset by the administration cost. They were able to bring 7 from detention center and have 1 position posted. She is hiring to fill the other 7 positons and will have to base some of that on male and female because she has to have a male and female on shift at all times.

Month of September report for inmates started on the 14th to the 30th. Had a count of 112 and that payout should have been \$112,438, but based on the contract payment will be \$137,700. For month of October don't have average daily count but have 1,378 people booked. We need to make amendments to the contract. Due to numbers, medical and also transportation. The Sheriff said he does not have the staff to help with transports. The warden at CoreCivic said they can pick up the transports and bill accordingly.

Running the detention center is around 4.7 million. This is a place holder because she does not know what the transportation costs will be. Transportation costs will go down when they get the internet set up to do teleconferencing with Magistrate and Municipal. They will only have District Court transports for court.

IPRA request from an inmate in Santa Fe. He is asking for every name of anyone in the jail from 2012 to 2013. By law we do have to give that information. Chief Procurement officer is going to run the report, should be around 200 pages. Valerie is going to send a letter requesting payment for all documentation be mailed and received before anything is sent.

Roberta's place needs a place to take pictures with Santa. Saturday November 25th from 9-6 p.m. at the Convention Center at old County building. There is no charge to sit on Santa's lap, but they will be charging \$5 for parents to purchase pictures. Valerie would like to revisit the cost for the public to use the Convention Center and see about amending the resolution.

Miscommunication with furloughs with how it applied to exempt personnel. Originally she stated that if you were on training and was the last day, the furlough day is a non-pay day. You can't treat hourly employee like an exempt employee. If an hourly employee is on a training, they will get paid but need to take another day during pay period as a furlough day. Salary employees will also need to take another furlough day during the pay period.

8. Announcements

The next Regular Commission Meeting will be held on Thursday October 26, 2017 at 5:00 pm immediately following the Board of Finance Meeting in the County Commission Chambers.

9. Adjournment

Chariman Moleres adjourned meeting at 6:49 p.m.

Cibola County Commission
Emergency Meeting
Thursday, October 19th, 2017

The Cibola County Commission held an Emergency Meeting on Thursday October 19th, 2017 at 9:30 am in the Cibola County Commission Room

Elected Officials Present Staff

Jack Moleres, Chairman
Robert Windhorst, Commissioner
Danny Torrez, Commissioner
Martha Garcia, Commissioner

Valeri Taylor Interim Manager
Michelle Dominguez, County Clerk
Natalie Grine, Chief Deputy Clerk
Adrian Nance, Cibola County Attorney

I. Commission Convenes

A. CALL TO ORDER

Commissioner Moleres called the meeting to Order at **9:36 am**.

B. ROLL CALL

Commissioner Moleres does roll call 4-5 Commissioners in attendance.
Commissioners Robert Armijo was absent.

C. Pledge of Allegiance

Led by Commissioner Torrez/ Recited by all.

D. Prayer

Led by Commissioner Windhorst.

E. Approval of Agenda

Motion to approve agenda as an Emergency Meeting was made by Commissioner Windhorst, second by Commissioner Torrez, 4-0 affirmative.

F. New Business

- a. Approval of Intergovernmental Agreement for Detention Services between Cibola County and US Marshals.

Motion to approve Intergovernmental Agreement for Detention Services between Cibola County and US Marshals made by Commissioner Windhorst second by Commissioner Torrez. 4-0 affirmative.

G. ANNOUNCEMENTS

The next Regular Commission Meeting will be held Thursday October 26th, 2017 at 5:00 p.m. immediately following the Board of Finance Meeting in the Cibola County Commission Chambers.

H. Adjournment

Motion to adjourn made by Commissioner Torrez, seconded by Commissioner Garcia at **10:12** a.m. 4-0 affirmative.



Cibola County Sheriff's Office

Sheriff Tony Mace

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

Undersheriff P. Michael Munk
tnymace@yahoo.com
mmunk@co.cibola.nm.us

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 SEPTEMBER 1, 2017 through SEPTEMBER 30, 2017.**

		PREVIOUS YR
Accidents	14	7
Arrests	71	44
Transports	25	25
Warrant Transports	17	23
Calls	1,802	618
Citations/Warnings	87	54
Civil Papers Received	70	60
Incidents	53	58

**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

09/01/2017 to 09/30/2017

Accident Complaint No.	Date/Time	No. Vehicles Involved	No. Injured	No. Fatalities	Reporting Officer ID / Name	Offense Complaint No.	Investigating Dept.
	09/01/2017 1524	2	0	0	103 - Lt. H. Hall	17-000965	
30141175	09/09/2017 0828	1	0	0	114 - Dep. A. Kemp	17-001001	
30141174	09/10/2017 0235	1	4	0	116 - Dep. A. Romero	17-001025	
	09/10/2017 1441	1	0	0	105 - Sgt. D. Chavez	17-000976	
	09/10/2017 1447	0	0	0	105 - Sgt. D. Chavez	17-000971	
30141175	09/10/2017 1603	1	0	0	105 - Sgt. D. Chavez	17-000989	
30141177	09/13/2017 1321	1	0	0	109 - N. WADFORD	17-001000	
30141179	09/14/2017 2230	1	0	0	119 - K. Ward	17-001062	
30141164	09/15/2017 2022	2	0	0	115 - Dep. A. Roane	17-000910	
30141178	09/17/2017 2240	2	0	0	107 - Dep. R. Veloz	17-001070	
30141181	09/24/2017 2300	1	0	0	107 - Dep. R. Veloz	17-001087	
30141188	09/27/2017 1407	1	0	0	114 - Dep. A. Kemp	17-001103	
30141182	09/29/2017 0223	2	0	0	116 - Dep. A. Romero	17-001110	
	10/11/2017 0820	0	0	0	112 - B. Gardner	17-001104	

Total Accidents : 14

Cibola County Sheriff's Office

Arrests - by Officer

Arrest Date: 09/01/2017 - 09/30/2017

Officer	Arrests	SEX			RACE					ETHNIC	
		Male	Female	UNK	White	Black	Indian	Asian	UNK	Hispanic	NonHisp
B. Gardner	5	4	1	0	5	0	0	0	0	4	1
B. Pena	3	2	1	0	2	0	1	0	0	1	2
Dep. A. Kemp	9	6	3	0	7	1	0	0	0	7	2
Dep. A. Roane	6	6	0	0	1	0	2	0	3	2	4
Dep. A. Romero	6	5	1	0	2	0	4	0	0	1	5
Dep. J. McCowen	3	3	0	0	1	0	0	0	0	0	3
Dep. R. Veloz	1	0	1	0	0	0	1	0	0	0	1
Dep. S. Nunez	2	0	2	0	2	0	0	0	0	0	2
K. Ward	5	5	0	0	2	0	3	0	0	1	4
Lt. H. Hall	7	4	3	0	6	0	0	0	1	5	2
M. Hawkins	24	17	7	0	15	0	5	0	4	13	11

TOTAL	71	52	19	0	43	1	16	0	8	34	37
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Cibola County Sheriff's Office

Arrests - by Officer for TRANSPORT

Arrest Date: 09/01/2017 - 09/30/2017

Officer	Arrests	SEX			RACE					ETHNIC	
		Male	Female	UNK	White	Black	Indian	Asian	UNK	Hispanic	NonHisp
B. Gardner	1	1	0	0	1	0	0	0	0	0	1
B. Pena	3	2	1	0	2	0	1	0	0	1	2
Dep. A. Kemp	0	0	0	0	0	0	0	0	0	0	0
Dep. A. Roane	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. J. McCowen	0	0	0	0	0	0	0	0	0	0	0
Dep. R. Veloz	0	0	0	0	0	0	0	0	0	0	0
Dep. S. Nunez	0	0	0	0	0	0	0	0	0	0	0
K. Ward	0	0	0	0	0	0	0	0	0	0	0
Lt. H. Hall	0	0	0	0	0	0	0	0	0	0	0
M. Hawkins	21	15	6	0	14	0	3	0	4	12	9

TOTAL	25	18	7	0	17	0	4	0	4	13	12
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Cibola County Sheriff's Office

Arrests - by Officer For WARRANTS

Arrest Date: 09/01/2017 - 09/30/2017

Officer	Arrests	SEX			RACE					ETHNIC	
		Male	Female	UNK	White	Black	Indian	Asian	UNK	Hispanic	NonHisp
B. Gardner	1	1	0	0	1	0	0	0	0	1	0
B. Pena	0	0	0	0	0	0	0	0	0	0	0
Dep. A. Kemp	3	1	2	0	2	1	0	0	0	3	0
Dep. A. Roane	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. J. McCowen	1	1	0	0	1	0	0	0	0	0	1
Dep. R. Veloz	1	0	1	0	0	0	1	0	0	0	1
Dep. S. Nunez	0	0	0	0	0	0	0	0	0	0	0
K. Ward	4	4	0	0	2	0	2	0	0	1	3
Lt. H. Hall	6	4	2	0	5	0	0	0	1	4	2
M. Hawkins	1	1	0	0	1	0	0	0	0	1	0

TOTAL	17	12	5	0	12	1	3	0	1	10	7
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Cibola County Sheriff's Office
DISPATCH ARRIVED BY DSN AND DATE RANGE
09/01/2017 00:00 through 09/30/2017 00:00

DSN	User	# of Times Arrived on Call
112	B. Gardner	69
128	B. Pena	7
114	Dep. A. Kemp	61
115	Dep. A. Roane	273
116	Dep. A. Romero	136
108	Dep. J. McCowen	222
117	Dep. M. Monte	4
107	Dep. R. Veloz	125
110	Dep. S. Nunez	85
111	Dep. T. Archuleta	197
106	Det. S. Chavez	19
131	E. Sanchez	66
127	J. Hocker	3
119	K. Ward	207
103	Lt. H. Hall	47
129	M. Hawkins	28
109	N. WADFORD	68
130	P. Lucero	93
105	Sgt. D. Chavez	79
101	Sheriff T. Mace	6
102	Undersheriff M. Munk	7

1802

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Civil Process Total Attempts by User ID

Date From: 09/01/2017 To: 09/30/2017

Name:	Service Attempts:	
103 - Lt. H. Hall	8	
105 - Sgt. D. Chavez	7	
107 - Dep. R. Veloz	11	
109 - N. WADFORD	7	
110 - Dep. S. Nunez	7	
111 - Dep. T. Archuleta	2	
112 - B. Gardner	18	
114 - Dep. A. Kemp	2	
115 - Dep. A. Roane	1	
119 - K. Ward	3	
alopez - A. Lopez	4	
Total Service Attempts:		70

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 09/01/2017 to 09/30/2017

Case No.	Incident Date	Complainant	Status	Method Received
<u>Category:</u>				
<u>Offense Type:</u>				
17-001071	09/16/2017			
Offense Type Total = 1				
<u>Offense Type:</u> AGG DUI/DWI				
17-001026	09/08/2017		CBA	ON VIEW
Offense Type Total = 1				
<u>Offense Type:</u> AGG DUI/DWI (2ND OFFENSE)				
17-001033	09/10/2017		CBA	OTHER
Offense Type Total = 1				
<u>Offense Type:</u> ALL OTHER OFFENSES				
17-001111	09/29/2017		INFO REPORT ONLY	
Offense Type Total = 1				
<u>Offense Type:</u> ANIMAL BITE REPORTS REQUIRED				
17-001113	09/30/2017		INFO REPORT ONLY	DISPATCHER
Offense Type Total = 1				
<u>Offense Type:</u> BATTERY SIMPLE				
17-001066	09/15/2017		TOT	OTHER
17-001066	09/15/2017		TOT	OTHER
Offense Type Total = 1				
<u>Offense Type:</u> CRASH REPORT				
17-000989	09/01/2017		INFO REPORT ONLY	
17-001000	09/05/2017		INFO REPORT ONLY	DISPATCHER
17-001001	09/05/2017		INFO REPORT ONLY	WALK-IN
17-001070	09/16/2017		INFO REPORT ONLY	DISPATCHER

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 09/01/2017 to 09/30/2017

Case No.	Incident Date	Complainant	Status	Method Received
17-001070	09/16/2017	[REDACTED]	INFO REPORT ONLY	DISPATCHER
17-001077	09/19/2017	[REDACTED]	INFO REPORT ONLY	DISPATCHER
17-001087	09/24/2017		INFO REPORT ONLY	OTHER
17-001103	09/27/2017		INFO REPORT ONLY	DISPATCHER
17-001104	09/27/2017		INFO REPORT ONLY	DISPATCHER
17-001109	09/28/2017		INFO REPORT ONLY	DISPATCHER
17-001110	09/28/2017		ACTIVE/PE NDING	DISPATCHER
Offense Type Total =		10		
<u>Offense Type: CRIMINAL DAMAGE PROPERTY</u>				
17-000997	09/03/2017	[REDACTED]	INFO REPORT ONLY	PHONE
17-001086	09/21/2017	[REDACTED]	INFO REPORT ONLY	DISPATCHER
Offense Type Total =		2		
<u>Offense Type: DRUG EQUIPMENT/PARAPHERNALIA</u>				
17-001028	09/09/2017		CBA	DISPATCHER
Offense Type Total =		1		
<u>Offense Type: DRUGS POSSESSION</u>				
17-001024	09/09/2017		WARRANT	OTHER
Offense Type Total =		1		
<u>Offense Type: DUI/DWI</u>				
17-000998	09/04/2017		CBA	DISPATCHER
Offense Type Total =		1		
<u>Offense Type: LARCENY</u>				
17-001076	09/19/2017	[REDACTED]	UNFOUNDE D	DISPATCHER
17-001079	09/20/2017	[REDACTED]	EXP	DISPATCHER

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 09/01/2017 to 09/30/2017

Case No.	Incident Date	Complainant	Status	Method Received
Offense Type Total = 2			CLEARED	
Offense Type: MISSING PERSONS				
17-001073	09/18/2017		INFO REPORT ONLY	DISPATCHER
Offense Type Total = 1				
Offense Type: PROTECTIVE CUSTODY				
17-001054	09/13/2017		CBA	DISPATCHER
17-001061	09/14/2017		CBA	DISPATCHER
17-001074	09/13/2017		INFO REPORT ONLY	DISPATCHER
Offense Type Total = 3				
Offense Type: RUNAWAYS				
17-001072	09/18/2017		ACTIVE/PE NDING	DISPATCHER
Offense Type Total = 1				
Offense Type: UNCLAIMED PROPERTY & INVENTORY				
17-001011	09/07/2017		INFO REPORT ONLY	ON VIEW
Offense Type Total = 1				
Offense Type: WARRANT - APPO				
17-001034	09/11/2017		CBA	DISPATCHER
17-001108	09/28/2017		CBA	DISPATCHER
Offense Type Total = 2				
Offense Type: WARRANT - DISTRICT COURTS				
17-001038	09/01/2017		CBA	OTHER AGENCY
17-001040	09/11/2017		CBA	OTHER
17-001082	09/15/2017		CBA	OTHER AGENCY
17-001094	09/22/2017		CBA	COURT ORDER
17-001096	09/25/2017		CBA	OTHER
17-001100	09/26/2017		CBA	OTHER AGENCY
Offense Type Total = 6				

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 09/01/2017 to 09/30/2017

Case No.	Incident Date	Complainant	Status	Method Received
<u>Offense Type: WARRANT - MAGISTRATE COURTS</u>				
17-000990	09/01/2017		CBA	ON VIEW
17-000991	09/01/2017		CBA	ON VIEW
17-000992	09/01/2017		CBA	ON VIEW
17-000993	09/01/2017		CBA	ON VIEW
17-000994	09/01/2017		CBA	ON VIEW
17-001015	09/07/2017		CBA	DISPATCHER
17-001068	09/15/2017		CBA	OTHER
17-001107	09/28/2017		CBA	DISPATCHER
17-001112	09/29/2017		CBA	DISPATCHER
Offense Type Total =		9		
<u>Offense Type: WARRANT - OTHER JURISDICTIONS</u>				
17-001009	09/06/2017		CBA	DISPATCHER
17-001023	09/08/2017		CBA	OTHER
17-001078	09/19/2017		CBA	DISPATCHER
17-001106	09/27/2017		CBA	OTHER AGENCY
Offense Type Total =		4		
<u>Offense Type: WARRANT - TRANSPORT COURT/MEDICAL</u>				
17-000961	09/08/2017		CBA	COURT ORDER
17-001039	09/08/2017		CBA	COURT ORDER
17-001044	09/05/2017		CBA	COURT ORDER
17-001045	09/05/2017		CBA	COURT ORDER
17-001046	09/06/2017		CBA	COURT ORDER
17-001047	09/13/2017		INFO REPORT ONLY	DISPATCHER
17-001049	09/06/2017		CBA	COURT ORDER
17-001050	09/07/2017		CBA	COURT ORDER
17-001051	09/06/2017		CBA	COURT ORDER
17-001052	09/07/2017		CBA	COURT ORDER
17-001055	09/11/2017		CBA	COURT ORDER
17-001056	09/13/2017		CBA	OTHER
17-001057	09/13/2017		CBA	COURT ORDER
17-001058	09/11/2017		CBA	COURT ORDER
17-001060	09/14/2017		CBA	OTHER
17-001081	09/15/2017		CBA	OTHER AGENCY

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 09/01/2017 to 09/30/2017

Case No.	Incident Date	Complainant	Status	Method Received
17-001083	09/18/2017		CBA	COURT ORDER
17-001088	09/19/2017		CBA	COURT ORDER
17-001089	09/21/2017		CBA	COURT ORDER
17-001090	09/21/2017		CBA	COURT ORDER
17-001091	09/21/2017		CBA	COURT ORDER
17-001092	09/21/2017		CBA	COURT ORDER
17-001093	09/24/2017		CBA	COURT ORDER
17-001097	09/24/2017		CBA	COURT ORDER
17-001098	09/25/2017		CBA	COURT ORDER
17-001101	09/26/2017		CBA	COURT ORDER
17-001102	09/26/2017		CBA	COURT ORDER
17-001118	09/27/2017		CBA	OTHER AGENCY
Offense Type Total =		28		

Category Total = 78

Category: FELONY

Offense Type: ASSAULT AGGRAVATED

17-001114	09/30/2017	CBA	DISPATCHER
Offense Type Total =		1	

Offense Type: BURGLARY AGGRAVATED

17-001029	09/09/2017	WARRANT	DISPATCHER
17-001065	09/14/2017	ACTIVE/PE NDING	DISPATCHER
Offense Type Total =		2	

Offense Type: CHILD ABUSE NEGLECT

17-001018	09/07/2017	ACTIVE/PE NDING	
17-001025	09/08/2017	CBA	DISPATCHER
Offense Type Total =		2	

Offense Type: CRIMINAL SEXUAL CONTACT

17-001042	09/12/2017	CBA	OTHER AGENCY
Offense Type Total =		1	

Offense Type: DRUGS POSSESSION

17-001020	09/08/2017	CBA	ON VIEW
17-001063	09/14/2017	CBA	ON VIEW

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 09/01/2017 to 09/30/2017

Case No.	Incident Date	Complainant	Status	Method Received
17-001085	09/22/2017		CBA	ON VIEW

Offense Type Total = 3

Offense Type: DRUGS TRAFFICKING CONTROLLED SUBSTANCES

17-001010	09/06/2017		CBA	DISPATCHER
17-001021	09/08/2017		CBA	ON VIEW
17-001022	09/08/2017		ACTIVE/PE NDING	COURT ORDER
17-001064	09/14/2017		INFO REPORT ONLY	ON VIEW

Offense Type Total = 4

Offense Type: DUI/DWI

17-001075	09/19/2017		CBA	DISPATCHER
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Offense Type Total = 1

Offense Type: STOLEN VEHICLE UNLAWFUL TAKING

17-001002	09/05/2017		NCIC ENTRY	DISPATCHER
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Offense Type Total = 1

Offense Type: WEAPONS ON SCHOOL PROPERTY

17-001099	09/26/2017		JUV CLEARED	OTHER
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Offense Type Total = 1

Category Total = 16

Category: MISDEMEANOR

Offense Type: ASSAULT PEACE OFFICER

17-001027	09/09/2017		CBA	DISPATCHER
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Offense Type Total = 1

Offense Type: ASSAULT SIMPLE

17-001043	09/12/2017		JUV CLEARED	OTHER
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Offense Type Total = 1


Offense Type: CONCEALING IDENTITY

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 09/01/2017 to 09/30/2017

Case No.	Incident Date	Complainant	Status	Method Received
17-001019	09/08/2017		CBA	ON VIEW
Offense Type Total =	(1)			
Offense Type:	<u>CRIMINAL TRESPASS</u>			
17-000996	09/02/2017		SUMMONS FILED	DISPATCHER
Offense Type Total =	(1)			
Offense Type:	<u>DOMESTIC OFFENSE NON-VIOLENT</u>			
17-000999	09/05/2017		INFO REPORT ONLY	DISPATCHER
17-001069	09/16/2017		INFO REPORT ONLY	DISPATCHER
Offense Type Total =	(2)			
Offense Type:	<u>DRIVING REVOKED OR SUSPENDED</u>			
17-001030	09/09/2017		CBA	ON VIEW
17-001080	09/20/2017		CBA	ON VIEW
Offense Type Total =	(2)			
Offense Type:	<u>ENTICEMENT OF A CHILD</u>			
17-001105	09/27/2017		UNFOUNDE D	DISPATCHER
17-001105	09/27/2017		UNFOUNDE D	DISPATCHER
Offense Type Total =	(1)			
Offense Type:	<u>ENTICEMENT OF CHILD</u>			
17-001067	09/15/2017		INFO REPORT ONLY	DISPATCHER
17-001067	09/15/2017		INFO REPORT ONLY	DISPATCHER
Offense Type Total =	(1)			
Offense Type:	<u>HARASSEMENT</u>			
17-001032	09/10/2017		INFO REPORT ONLY	DISPATCHER
17-001095	09/25/2017		INFO REPORT ONLY	
Offense Type Total =	(2)			

Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

Offense Summary Report By Category

From 09/01/2017 to 09/30/2017

Case No.	Incident Date	Complainant	Status	Method Received
<u>Offense Type: NEGLIGENT USE D/W</u>				
17-001084	09/22/2017	[REDACTED]	CLOSED	DISPATCHER
Offense Type Total = (1)				
<u>Offense Type: RESISTING, FLEEING, EVADING, OBSTRUCTING OFFICER</u>				
17-000995	09/02/2017		EXP CLEARED	ON VIEW
Offense Type Total = (1)				
Category Total = 14				

Category: N/A

<u>Offense Type: INFORMATION REPORT ONLY</u>				
17-001014	09/07/2017		INFO REPORT ONLY	OTHER
17-001017	09/07/2017	[REDACTED] E	INFO REPORT ONLY	WALK-IN
17-001041	09/12/2017	[REDACTED] N	INFO REPORT ONLY	OTHER AGENCY
17-001053	09/13/2017	[REDACTED]	INFO REPORT ONLY	DISPATCHER
17-001062	09/14/2017		INFO REPORT ONLY	DISPATCHER
Offense Type Total = (5)				
Category Total = 5				

Total Offenses = 113

Cibola County Road Dept.

700 E. Roosevelt Suite 50

Grants NM 87020

505-285-2570 Phone 505-285 3656 Fax



Tuesday, October 3, 2017

To: Valerie Taylor - Interim County Manager

Fr: Gary Porter - Public Works Director

Re: Monthly Report: 9/1/17 - 9/30/17 (September)

Regular Maintenance

Blade & Shape

<u><i>Road</i></u>	<u><i>Description</i></u>	<u><i>Miles</i></u>
<i>C41</i>	<i>Pie Town Road</i>	<i>10.714</i>
<i>C49</i>	<i>Zuni Canyon Road</i>	<i>15.427</i>
<i>C40</i>	<i>Woodard Ranch Road</i>	<i>1.875</i>
<i>C81</i>	<i>Alamo Road</i>	<i>6.965</i>
<i>C13</i>	<i>San Jose Loop</i>	<i>3.817</i>
<i>C15</i>	<i>Rinconada Road</i>	<i>5.053</i>
<i>Total Miles</i>		<i>43.851</i>

Special Projects

<i>C6</i>	<i>Seboyeta-Bibo-Moquino Rds. - Haul dirt, shoulder work, back fill shoulder of roadway.</i>
<i>C17</i>	<i>Mt. Taylor Addition - Cutting trees.</i>
<i>C24</i>	<i>Elkins Rd. - Mowing, clean shoulders, clean culverts.</i>
<i>C28</i>	<i>Bluewater Village - Mowing, sweep.</i>
<i>C29</i>	<i>Plano Colorado - mowing.</i>
<i>C58</i>	<i>San Rafael - Mowing, cut trees, clean roadway (due to rain) sweep.</i>
<i>C30</i>	<i>Bluewater South - Putting up signs, check on roads (due to rain) fix washouts and clean culverts.</i>
<i>C48</i>	<i>Mallery Rd. - Install culverts, clean cattle guards, fix and install wingwalls, clean side of road.</i>
<i>C20</i>	<i>San Mateo Rds. - Cut trees and haul to transfer station.</i>
<i>C59C</i>	<i>Camino de Belinda - Sweep.</i>
<i>C21</i>	<i>Murray Acres - Cutting trees, clean culverts.</i>
<i>C59E</i>	<i>Camino de Maria - Sweep.</i>
<i>C22</i>	<i>Broadview Acres Rd. - Cut trees, clean culverts.</i>

C41 Pie Town Rd. - Shoulder work, check on roads due to rain.
C56B Vista Del Monte Rds. - Stock pile dirt.
C35 Fencelake Community Rds. - Check on roads due to rain.
C54 Valdez Subdivision - Cut trees.
C57 East & West Circle Dr. - Cut trees.
C54A Ft. Wingate Rd. - Cut trees.
C23 Ralph Card Rd. - Clean culverts.
C13 San Jose Loop - Cut trees.
C49 Zuni Canyon Rd. - Put up signs.
C14 San Fidel Village - Dig grave, clean cattle guards & culverts, cut trees.

Co-op's

(CAP)C41 Pie Town Rd. - C&E is hauling base course - 9/1/17 and put up signs - 9/8/17.
(CAP)C24 Elkins Rd. (Side Roads) - Putting up signs - 9-8-17.

Cibola County Road Dept.

700 E. Roosevelt Suite 50
Grants NM 87020
505-285-2570 Phone Fax 505-287-3656



MAINTENANCE REPORT

September 2017

Road Dept.	131	147.06	3	\$ 17.50	\$ 199.56
Road Dept.	131	0.00	0.5	\$ 17.50	\$ 8.75
Road Dept.	157	28.56	0.5	\$ 17.50	\$ 37.31
Road Dept.	Stihl-MS 290	17.39	6	\$ 17.50	\$ 122.39
Road Dept.	Stihl-MS 250	21.08	0.5	\$ 17.50	\$ 29.83
				TOTAL	\$ 397.84
Sheriff's	G-68384	\$151.82	5	\$ 17.50	\$ 239.32
Sheriff's	G-78720	\$8.00	3	\$ 17.50	\$ 60.50
Sheriff's	G-85514	\$26.75	16	\$ 17.50	\$ 306.75
Sheriff's	G-85729	\$73.20	4	\$ 17.50	\$ 143.20
Sheriff's	G-88605	\$111.98	10	\$ 17.50	\$ 286.98
Sheriff's	G-88606	\$39.44	2.5	\$ 17.50	\$ 83.19
Sheriff's	G-88608	\$8.00	1.5	\$ 17.50	\$ 34.25
Sheriff's	G-90204	\$15.49	0.5	\$ 17.50	\$ 24.24
Sheriff's	G-90667	\$129.90	4	\$ 17.50	\$ 199.90
Sheriff's	G-96442	\$105.00	8	\$ 17.50	\$ 245.00
				TOTAL	\$ 1,623.33
Managers	G-81222	\$64.94	1.5	\$ 17.50	\$ 91.19
Managers	G-95862	\$77.50	1.5	\$ 17.50	\$ 103.75
				TOTAL	\$ 194.94
I.T.	G-90878	\$8.50	0.75	\$ 17.50	\$ 21.63
				TOTAL	\$ 21.63

MONTHLY FUEL USAGE															
September 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 #	
<u>127</u>	Road	G-18473	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>127</u>	Service Truck
<u>128</u>	Road	G-18464	0.000	\$0.00	10.000	\$23.11	0.000	\$0.00	10.000	\$23.11	255	0.09	25.50	<u>128</u>	Welding Truck
<u>130</u>	Road	G-15638	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>130</u>	
<u>131</u>	Road	G-29800	0.000	\$0.00	25.000	\$57.76	0.000	\$0.00	25.000	\$57.76	371	0.16	14.84	<u>131</u>	
<u>132</u>	Road	G-29901	11.000	\$26.39	19.000	\$43.91	0.000	\$0.00	30.000	\$70.30	582	0.12	19.40	<u>132</u>	
<u>133</u>	Road	G-23696	17.000	\$39.44	0.000	\$0.00	0.000	\$0.00	17.000	\$39.44	187	0.21	11.00	<u>133</u>	Fuel Truck
<u>134</u>	Road	G-23697	51.000	\$121.02	0.000	\$0.00	0.000	\$0.00	51.000	\$121.02	705	0.17	13.82	<u>134</u>	
<u>135</u>	Road	G-39980	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>135</u>	
<u>136</u>	Road	G-39988	22.000	\$52.80	32.000	\$73.94	0.000	\$0.00	54.000	\$126.74	773	0.16	14.31	<u>136</u>	
<u>137</u>	Road	G-50237	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	270	0.00	#DIV/0!	<u>137</u>	Richard Cerno
<u>139</u>	Road	G-57384	19.000	\$44.88	9.300	\$21.48	0.000	\$0.00	28.300	\$66.36	344	0.19	12.16	<u>139</u>	
<u>140</u>	Road	G-57619	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>140</u>	
<u>141</u>	Road	G-57618	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>141</u>	
<u>146</u>	Road	146	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>146 Welder</u>	Welder
<u>147</u>	Road	G-66164	12.500	\$28.99	0.000	\$0.00	0.000	\$0.00	12.500	\$28.99	34	0.85	2.72	<u>147</u>	
<u>148</u>	Road	G-66165	17.000	\$39.43	16.000	\$36.97	0.000	\$0.00	33.000	\$76.40	361	0.21	10.94	<u>148</u>	John Hobbs
<u>150</u>	Road	G-70482	87.400	\$206.71	81.400	\$190.58	0.000	\$0.00	168.800	\$397.29	2,661	0.15	15.76	<u>150</u>	
<u>151</u>	Road	G-78718	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	15	0.00	#DIV/0!	<u>151</u>	
<u>152</u>	Road	G-64239	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>152</u>	
<u>153</u>	Road	G-86952	19.200	\$45.25	0.000	\$0.00	0.000	\$0.00	19.200	\$45.25	453	0.10	23.59	<u>153</u>	
<u>154</u>	Road	G-86953	27.400	\$63.95	22.400	\$51.76	0.000	\$0.00	49.800	\$115.71	1,193	0.10	23.96	<u>154</u>	
<u>155</u>	Road	G-86954	0.000	\$0.00	35.000	\$82.30	0.000	\$0.00	35.000	\$82.30	852	0.10	24.34	<u>155</u>	
<u>157</u>	Road	G-91750	30.500	\$72.55	64.100	\$150.98	0.000	\$0.00	94.600	\$223.53	1,829	0.12	19.33	<u>157</u>	Gary Porter
<u>202</u>	Road	G-18484	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>202</u>	International
<u>209</u>	Road	G-18476	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>209</u>	Mack
<u>211</u>	Road	G-18795	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>211</u>	Water Truck
<u>212</u>	Road	G-30550	17.100	\$41.45	115.400	\$279.43	0.000	\$0.00	132.500	\$320.88	751	0.43	5.67	<u>212</u>	Dump Truck
<u>213</u>	Road	G-30549	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>213</u>	Dump Truck
<u>214</u>	Road	G-38441	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>214</u>	Dump Truck
<u>215</u>	Road	G-67372	55.200	\$133.81	85.700	\$207.24	0.000	\$0.00	140.900	\$341.05	872	0.39	6.19	<u>215</u>	Dump Truck
<u>216</u>	Road	G-37371	107.300	\$260.10	119.600	\$289.67	0.000	\$0.00	226.900	\$549.77	1,218	0.45	5.37	<u>216</u>	Dump Truck
<u>217</u>	Road	G-70782	90.200	\$218.65	101.200	\$245.32	0.000	\$0.00	191.400	\$463.97	1,078	0.43	5.63	<u>217</u>	Dump Truck
<u>218</u>	Road	218	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>218</u>	Distributor
<u>219</u>	Road	219	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>219</u>	Water Truck
<u>220</u>	Road	220	40.800	\$107.47	70.200	\$184.14	0.000	\$0.00	111.000	\$291.61	726	0.40	6.54	<u>220</u>	New Mack Transport
<u>305</u>	Road	305	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<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

307	Road	307	90.300	\$218.89	105.400	\$254.73	0.000	\$0.00	195.700	\$473.62	39	12.14	0.20	307	Loader
308	Road	308	31.100	\$75.39	24.000	\$57.92	0.000	\$0.00	55.100	\$133.31	53	2.52	0.96	308	Backhoe
309	Road	309	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	309	Bobcat
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 #	
310	Road	310	36.100	\$87.51	0.000	\$0.00	0.000	\$0.00	36.100	\$87.51	25	3.50	0.69	310	Mower
311	Road	311	0.000	\$0.00	29.100	\$70.22	0.000	\$0.00	29.100	\$70.22	7	10.03	0.24	311	Sweeper
312	Road	312	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	312	Chip Spreader
313	Road	313	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	313	New Roller
314	Road	314	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	6	0.00	#DIV/0!	314	New Loader
416	Road	416	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	416	CAT Blade
417	Road	417	189.700	\$459.84	89.800	\$217.22	0.000	\$0.00	279.500	677.060	80	8.46	0.29	417	Volvo Blade
418	Road	418	202.600	\$491.14	121.200	\$293.34	0.000	\$0.00	323.800	784.480	80	9.81	0.25	418	Volvo Blade
501	Road	501	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	501	Dozer
	Road	x-gas	19.100	\$45.83	5.000	\$16.71	0.000	\$0.00	24.100	\$62.54	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	0	#DIV/0!	#DIV/0!	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

September 2017

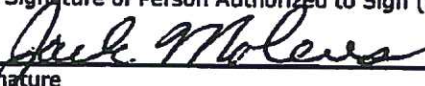
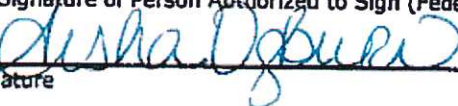
UNLEADED					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
G-18473	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18464	0.09	25.50	255	10.000	\$ 23.11
G-15638	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-29800	0.16	14.84	371	25.000	\$ 57.76
G-29091	0.12	19.40	582	30.000	\$ 70.30
G-23696	0.21	11.00	187	17.000	\$ 39.44
G-23697	0.17	13.82	705	51.000	\$ 121.02
G-39980	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-39988	0.16	14.31	773	54.000	\$ 126.74
G-57384	0.19	12.16	344	28.300	\$ 66.36
G-57619	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-57618	#VALUE!	#VALUE!	N/U	0.000	\$ -
146	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-66164	0.85	2.72	N/U	12.500	\$ 28.99
G-66165	0.21	10.94	N/U	33.000	\$ 76.40
G-70482	0.15	15.76	2,661	168.800	\$ 397.29
G-78718	0.00	#DIV/0!	15	0.000	\$ -
G-64239	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-86952	0.10	23.59	453	19.200	\$ 45.25
G-86953	0.10	23.96	1,193	49.800	\$ 115.71
G-86954	0.10	24.34	852	35.000	\$ 82.30
G-91750	0.12	19.33	1,829	94.600	\$ 223.53
503	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra card	#DIV/0!	0.00	0	24.100	\$ 62.54
TOTAL GAS				652.300	\$ 1,536.74

DIESEL FUEL					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
G-50237	0.00	#DIV/0!	270	0.000	\$ -
G-18484	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18476	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18795	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-30550	0.43	5.67	751	132.500	\$ 320.88
G-30549	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-38441	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-67372	0.39	6.19	872	140.900	\$ 341.05
G-67371	0.45	5.37	1,218	226.900	\$ 549.77
G-70782	0.43	5.63	1,078	191.400	\$ 463.97
Distributor	#VALUE!	#VALUE!	N/U	0.000	\$ -
Water Truck	#VALUE!	#VALUE!	N/U	0.000	\$ -
New Transport	0.40	6.54	726	111.000	\$ 291.61
305	#VALUE!	#VALUE!	N/U	0.000	\$ -
306	#VALUE!	#VALUE!	N/U	0.000	\$ -
307	12.14	0.20	39	195.700	\$ 473.62
308	2.52	0.96	53	55.100	\$ 133.31
309	#VALUE!	#VALUE!	N/U	0.000	\$ -
310	3.50	0.69	25	36.100	\$ 87.51
311	10.03	0.24	7	29.100	\$ 70.22
312	#VALUE!	#VALUE!	N/U	0.000	\$ -
313	#VALUE!	#VALUE!	N/U	0.000	\$ -
314	0.00	#DIV/0!	6	0.000	\$ -
416	#VALUE!	#VALUE!	N/U	0.000	\$ -
417	8.46	0.29	80	279.500	\$ 677.06
418	9.81	0.25	80	323.800	\$ 784.48
501	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra card	#DIV/0!	#DIV/0!	0	0.000	\$ -
TOTAL DIESEL				1722.000	\$ 4,193.48

***N/U = NOT USED**

**U.S. Department of Justice
United States Marshals Service
Prisoner Operations Division**

**Detention Services
Intergovernmental Agreement**

1. Agreement Number 51-96-0009		2. Effective Date Oct -1 2017		3. Facility Code(s) 6C6		4. DUNS Number 54442348	
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division, CG-3, Suite 3000 Washington, DC 20530-0001				6. Local Government Cibola County Corrections Center 2000 Cibola Loop Milan, NM 87021 Tax ID 85-0291095			
7. Appropriation Data 15-1020/X				8. Local Contact Person Valerie Taylor, County Manager			
Services				9. Telephone: 505-287-9431 Email: vtaylor@co.cibola.nm.us		Per Diem Rate	
				Estimated Number of Federal Beds			
10. This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.				11. Male: 475 Female:80 Total: 555		12. \$67.39	
13a. Optional Guard/Transportation Services to: <input checked="" type="checkbox"/> Medical Facility <input checked="" type="checkbox"/> Jail to Jail <input checked="" type="checkbox"/> U.S. Courthouse <input type="checkbox"/> JPATS 13b. <input checked="" type="checkbox"/> Department of Labor Wage Determination				14. Guard/Transportation Hourly Rates is \$24.18			
15. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>				16. Signature of Person Authorized to Sign (Local)  Signature Jack Moleres Print Name Chairman 10-19-2017 Title Date			
17. Federal Detainee Type Authorized <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female		18. Other Authorized Agency User <input type="checkbox"/> BOP <input type="checkbox"/> ICE		19. Signature of Person Authorized to Sign (Federal)  Signature Aisha Ogburn Print Name Grants Specialist 10-19-2017 Title Date			

Agreement Number 51-96-0009

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Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and **Cibola County Corrections Center** (hereinafter referred to as "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the **Cibola County Corrections Center, 2000 Cibola Loop Milan, NM 87021** (hereinafter referred to as "the Facility") designated in #6 page 1.

The population(hereinafter referred to as "Federal detainees,") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Core Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance and Termination

This Agreement is effective upon the date of signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government shall provide Federal detainees with the same level and range of care **inside** the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local

Agreement Number 51-96-0009

Government should immediately forward those bills to the Federal Government for processing.

All **outside** medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the Federal detainee's illness or injury as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with the Core Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a Federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

Affordable Care Act

The Local Government shall provide Federal detainees, upon release of custody; information regarding the Affordable Care Act, The Affordable Care Act website is located at <http://www.hhs.gov/opa/affordable-care-act/>.

Receiving and Discharge of Federal Detainees

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials

The Local Government shall not relocate a Federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS Federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After **thirty -six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation

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and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #14 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a Federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

Restrictive Housing and Suicide Prevention

The Local Government shall have written policies, procedures, and practices requiring that all detainees in restrictive housing are personally observed by a correctional officer at least twice per hour, but no more than 40 minutes apart, on an irregular schedule. Detainees who are violent or mentally ill or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal detainees are under constant observation.

The Local Government shall immediately notify the concerned Chief Deputy U.S. Marshal, or his or her designee, when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS detainees who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. The report shall be submitted to the Chief Deputy U.S. Marshal, or his or her designee, no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

For the purposes of this Agreement, "restrictive housing" means any type of detention that involves all of the following three basic elements:

1. Removal from the general population, whether voluntary or involuntary;
2. Placement in a locked room or cell, whether alone or with another detainee; and
3. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this Agreement, "vulnerable population" means juveniles and individuals with serious mental illness.

Prison Rape Elimination Act (PREA)

The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations.

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available.

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The full text of this provision may be accessed electronically at this address:
<http://www.dol.gov/oasam/regs/statutes/351.htm>.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act - Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination block #13b on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is stipulated in block #12 on page (1) of this agreement, and shall not be subject to adjustment on the basis of **Cibola County Corrections Center** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for **thirty-six (36) months**. The per-diem rate covers the support of one Federal detainee per



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"Federal detainee day", which shall include the day of arrival, but not the day of departure.

After **thirty-six (36) months**, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the Office of the Federal Detention Trustee's (OFDT) electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.

Billing and Financial Provisions

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal detainees housed at the Facility.

Addresses for the components are:

**United States Marshals Service
District of New Mexico
333 Lomas Blvd. NW, Suite 180
Albuquerque, NM 87102
505-346-6400**

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

Hold Harmless

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

Disputes

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Core Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

Modifications

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

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The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of threats, intimidation, inappropriate touching or other actions and/or communications by one or more detainees aimed at coercing and/or pressuring another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.

C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- Using Abusive or Obscene Language
- Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality

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Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the
Federal Detention Trustee
Washington, DC

Published February 2008

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WD 15-2361 (Rev.-1) was first posted on www.wdol.gov on 09/06/2016

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-2361

Revision No.: 1

Date Of Revision: 09/01/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: New Mexico

Area: New Mexico Counties of Bernalillo, Catron, Cibola, Colfax, Los Alamos, McKinley, Mora, Rio Arriba, San Juan, San Miguel, Sandoval, Santa Fe, Socorro, Taos, Torrance, Valencia

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.60
01013 - Accounting Clerk III		16.33
01020 - Administrative Assistant		18.17
01035 - Court Reporter		18.61
01051 - Data Entry Operator I		11.03
01052 - Data Entry Operator II		13.44
01060 - Dispatcher, Motor Vehicle		15.56
01070 - Document Preparation Clerk		13.86
01090 - Duplicating Machine Operator		13.86
01111 - General Clerk I		11.35
01112 - General Clerk II		12.39
01113 - General Clerk III		13.90
01120 - Housing Referral Assistant		16.74
01141 - Messenger Courier		9.98
01191 - Order Clerk I		11.33
01192 - Order Clerk II		12.91
01261 - Personnel Assistant (Employment) I		13.80
01262 - Personnel Assistant (Employment) II		15.44
01263 - Personnel Assistant (Employment) III		17.22
01270 - Production Control Clerk		21.06
01290 - Rental Clerk		12.25
01300 - Scheduler, Maintenance		13.42
01311 - Secretary I		13.42
01312 - Secretary II		15.01
01313 - Secretary III		16.74
01320 - Service Order Dispatcher		14.08
01410 - Supply Technician		18.60
01420 - Survey Worker		14.01
01460 - Switchboard Operator/Receptionist		11.02

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01531 - Travel Clerk I	11.82
01532 - Travel Clerk II	12.76
01533 - Travel Clerk III	13.57
01611 - Word Processor I	11.91
01612 - Word Processor II	13.37
01613 - Word Processor III	14.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.06
05010 - Automotive Electrician	18.12
05040 - Automotive Glass Installer	15.82
05070 - Automotive Worker	15.82
05110 - Mobile Equipment Servicer	13.50
05130 - Motor Equipment Metal Mechanic	17.99
05160 - Motor Equipment Metal Worker	15.82
05190 - Motor Vehicle Mechanic	18.12
05220 - Motor Vehicle Mechanic Helper	13.62
05250 - Motor Vehicle Upholstery Worker	15.82
05280 - Motor Vehicle Wrecker	15.82
05310 - Painter, Automotive	17.19
05340 - Radiator Repair Specialist	15.82
05370 - Tire Repairer	11.49
05400 - Transmission Repair Specialist	17.99
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.60
07041 - Cook I	9.75
07042 - Cook II	11.64
07070 - Dishwasher	7.89
07130 - Food Service Worker	9.36
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	7.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.65
09040 - Furniture Handler	11.44
09080 - Furniture Refinisher	14.65
09090 - Furniture Refinisher Helper	12.45
09110 - Furniture Repairer, Minor	13.85
09130 - Upholsterer	14.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.11
11060 - Elevator Operator	9.11
11090 - Gardener	14.29
11122 - Housekeeping Aide	9.73
11150 - Janitor	9.73
11210 - Laborer, Grounds Maintenance	10.39
11240 - Maid or Houseman	8.48
11260 - Pruner	8.88
11270 - Tractor Operator	13.22
11330 - Trail Maintenance Worker	10.39
11360 - Window Cleaner	11.39
12000 - Health Occupations	
12010 - Ambulance Driver	15.94
12011 - Breath Alcohol Technician	18.04
12012 - Certified Occupational Therapist Assistant	25.32
12015 - Certified Physical Therapist Assistant	21.02
12020 - Dental Assistant	14.93
12025 - Dental Hygienist	36.30
12030 - EKG Technician	26.19
12035 - Electroneurodiagnostic Technologist	26.19
12040 - Emergency Medical Technician	15.94
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.92
12073 - Licensed Practical Nurse III	23.32
12100 - Medical Assistant	13.10

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12130 - Medical Laboratory Technician	18.44
12160 - Medical Record Clerk	13.62
12190 - Medical Record Technician	15.65
12195 - Medical Transcriptionist	14.42
12210 - Nuclear Medicine Technologist	36.03
12221 - Nursing Assistant I	10.38
12222 - Nursing Assistant II	11.67
12223 - Nursing Assistant III	12.74
12224 - Nursing Assistant IV	14.29
12235 - Optical Dispenser	14.29
12236 - Optical Technician	14.53
12250 - Pharmacy Technician	14.09
12280 - Phlebotomist	14.29
12305 - Radiologic Technologist	26.71
12311 - Registered Nurse I	25.39
12312 - Registered Nurse II	31.06
12313 - Registered Nurse II, Specialist	31.06
12314 - Registered Nurse III	37.58
12315 - Registered Nurse III, Anesthetist	37.58
12316 - Registered Nurse IV	45.04
12317 - Scheduler (Drug and Alcohol Testing)	20.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.35
13012 - Exhibits Specialist II	21.18
13013 - Exhibits Specialist III	25.33
13041 - Illustrator I	16.10
13042 - Illustrator II	19.95
13043 - Illustrator III	23.03
13047 - Librarian	22.91
13050 - Library Aide/Clerk	9.11
13054 - Library Information Technology Systems Administrator	20.67
13058 - Library Technician	13.73
13061 - Media Specialist I	15.31
13062 - Media Specialist II	17.18
13063 - Media Specialist III	19.07
13071 - Photographer I	15.88
13072 - Photographer II	17.63
13073 - Photographer III	21.70
13074 - Photographer IV	24.30
13075 - Photographer V	29.39
13110 - Video Teleconference Technician	18.57
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.98
14042 - Computer Operator II	16.76
14043 - Computer Operator III	19.12
14044 - Computer Operator IV	21.26
14045 - Computer Operator V	24.34
14071 - Computer Programmer I	(see 1) 22.41
14072 - Computer Programmer II	(see 1) 26.14
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.98
14160 - Personal Computer Support Technician	21.52
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.62
15020 - Aircrew Training Devices Instructor (Rated)	33.39
15030 - Air Crew Training Devices Instructor (Pilot)	40.05
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	25.93

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15070 - Flight Instructor (Pilot)	40.05
15080 - Graphic Artist	22.41
15090 - Technical Instructor	18.61
15095 - Technical Instructor/Course Developer	25.06
15110 - Test Proctor	15.01
15120 - Tutor	15.01
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.80
16030 - Counter Attendant	8.80
16040 - Dry Cleaner	10.58
16070 - Finisher, Flatwork, Machine	8.80
16090 - Presser, Hand	8.80
16110 - Presser, Machine, Drycleaning	8.80
16130 - Presser, Machine, Shirts	8.80
16160 - Presser, Machine, Wearing Apparel, Laundry	8.80
16190 - Sewing Machine Operator	11.15
16220 - Tailor	11.73
16250 - Washer, Machine	9.39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.95
19040 - Tool And Die Maker	24.09
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.21
21030 - Material Coordinator	21.06
21040 - Material Expediter	21.06
21050 - Material Handling Laborer	10.90
21071 - Order Filler	11.53
21080 - Production Line Worker (Food Processing)	14.21
21110 - Shipping Packer	13.14
21130 - Shipping/Receiving Clerk	13.14
21140 - Store Worker I	8.78
21150 - Stock Clerk	13.78
21210 - Tools And Parts Attendant	14.21
21410 - Warehouse Specialist	14.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.01
23021 - Aircraft Mechanic I	22.48
23022 - Aircraft Mechanic II	24.01
23023 - Aircraft Mechanic III	25.31
23040 - Aircraft Mechanic Helper	16.62
23050 - Aircraft, Painter	20.56
23060 - Aircraft Servicer	18.79
23080 - Aircraft Worker	20.11
23110 - Appliance Mechanic	14.70
23120 - Bicycle Repairer	10.94
23125 - Cable Splicer	21.67
23130 - Carpenter, Maintenance	16.70
23140 - Carpet Layer	17.16
23160 - Electrician, Maintenance	21.52
23181 - Electronics Technician Maintenance I	25.16
23182 - Electronics Technician Maintenance II	27.32
23183 - Electronics Technician Maintenance III	29.47
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	18.76
23310 - Fire Extinguisher Repairer	14.23
23311 - Fuel Distribution System Mechanic	21.10
23312 - Fuel Distribution System Operator	16.38
23370 - General Maintenance Worker	15.10
23380 - Ground Support Equipment Mechanic	22.48
23381 - Ground Support Equipment Servicer	18.79
23382 - Ground Support Equipment Worker	20.11
23391 - Gunsmith I	14.23
23392 - Gunsmith II	17.16

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23393 - Gunsmith III	20.11
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.25
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.26
23430 - Heavy Equipment Mechanic	19.48
23440 - Heavy Equipment Operator	17.25
23460 - Instrument Mechanic	27.47
23465 - Laboratory/Shelter Mechanic	18.64
23470 - Laborer	10.90
23510 - Locksmith	18.64
23530 - Machinery Maintenance Mechanic	22.60
23550 - Machinist, Maintenance	21.25
23580 - Maintenance Trades Helper	12.56
23591 - Metrology Technician I	27.47
23592 - Metrology Technician II	29.34
23593 - Metrology Technician III	30.82
23640 - Millwright	20.11
23710 - Office Appliance Repairer	19.21
23760 - Painter, Maintenance	15.94
23790 - Pipefitter, Maintenance	22.03
23810 - Plumber, Maintenance	20.60
23820 - Pneudraulic Systems Mechanic	20.11
23850 - Rigger	20.11
23870 - Scale Mechanic	17.16
23890 - Sheet-Metal Worker, Maintenance	19.22
23910 - Small Engine Mechanic	15.07
23931 - Telecommunications Mechanic I	24.06
23932 - Telecommunications Mechanic II	25.71
23950 - Telephone Lineman	21.26
23960 - Welder, Combination, Maintenance	18.39
23965 - Well Driller	19.77
23970 - Woodcraft Worker	20.11
23980 - Woodworker	16.61
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.31
24580 - Child Care Center Clerk	14.77
24610 - Chore Aide	9.40
24620 - Family Readiness And Support Services Coordinator	13.49
24630 - Homemaker	17.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.77
25040 - Sewage Plant Operator	18.32
25070 - Stationary Engineer	19.77
25190 - Ventilation Equipment Tender	12.56
25210 - Water Treatment Plant Operator	17.38
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.86
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	15.36
27010 - Court Security Officer	16.86
27030 - Detection Dog Handler	13.16
27040 - Detention Officer	15.36
27070 - Firefighter	16.86
27101 - Guard I	11.23
27102 - Guard II	12.56
27131 - Police Officer I	18.47
27132 - Police Officer II	20.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.55
28042 - Carnival Equipment Repairer	14.77
28043 - Carnival Worker	9.34

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28210 - Gate Attendant/Gate Tender	13.59
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.21
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	18.06
28630 - Sports Official	12.11
28690 - Swimming Pool Operator	18.36
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.42
29020 - Hatch Tender	20.42
29030 - Line Handler	20.42
29041 - Stevedore I	19.04
29042 - Stevedore II	22.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.39
30022 - Archeological Technician II	19.50
30023 - Archeological Technician III	23.87
30030 - Cartographic Technician	24.17
30040 - Civil Engineering Technician	24.00
30061 - Drafter/CAD Operator I	17.39
30062 - Drafter/CAD Operator II	19.50
30063 - Drafter/CAD Operator III	21.75
30064 - Drafter/CAD Operator IV	25.91
30081 - Engineering Technician I	15.18
30082 - Engineering Technician II	17.03
30083 - Engineering Technician III	19.05
30084 - Engineering Technician IV	23.61
30085 - Engineering Technician V	28.88
30086 - Engineering Technician VI	34.94
30090 - Environmental Technician	20.36
30210 - Laboratory Technician	22.61
30240 - Mathematical Technician	24.17
30361 - Paralegal/Legal Assistant I	15.40
30362 - Paralegal/Legal Assistant II	19.08
30363 - Paralegal/Legal Assistant III	23.34
30364 - Paralegal/Legal Assistant IV	28.24
30390 - Photo-Optics Technician	24.17
30461 - Technical Writer I	21.22
30462 - Technical Writer II	25.96
30463 - Technical Writer III	31.40
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather observer, Combined Upper Air Or (see 2)	21.75
Surface Programs	
30621 - Weather observer, Senior (see 2)	24.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.73
31030 - Bus Driver	17.17
31043 - Driver Courier	13.34
31260 - Parking and Lot Attendant	9.72
31290 - Shuttle Bus Driver	13.56
31310 - Taxi Driver	10.53
31361 - Truckdriver, Light	13.56
31362 - Truckdriver, Medium	16.66
31363 - Truckdriver, Heavy	18.93
31364 - Truckdriver, Tractor-Trailer	18.93
99000 - Miscellaneous Occupations	

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99030 - Cashier	9.11
99050 - Desk Clerk	9.14
99095 - Embalmer	23.74
99251 - Laboratory Animal Caretaker I	11.13
99252 - Laboratory Animal Caretaker II	12.42
99310 - Mortician	23.75
99410 - Pest Controller	17.07
99510 - Photofinishing Worker	12.14
99710 - Recycling Laborer	12.03
99711 - Recycling Specialist	15.57
99730 - Refuse Collector	10.99
99810 - Sales Clerk	11.98
99820 - School Crossing Guard	10.28
99830 - Survey Party Chief	19.48
99831 - Surveying Aide	17.72
99832 - Surveying Technician	17.87
99840 - Vending Machine Attendant	11.72
99841 - Vending Machine Repairer	14.59
99842 - Vending Machine Repairer Helper	10.51

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining

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agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444)**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



**Amendment to the County of Cibola Detention Services Intergovernmental Agreement
with the United States Marshal Service Prisoner Operations Division**

THIS Amendment to the United States Marshal Service Prisoner Operations Division
Intergovernmental Agreement ("Agreement") is made as of October 19, 2017, by and between the
Board of County Commissioners of Cibola County, New Mexico, a political subdivision of the
State of New Mexico ("County") and U.S. Department of Justice, Marshal Service, United States
Marshal's Service Prisoner Operation Division ("Marshal Service").

RECITALS:

1. The County and Marshal Service entered into a contract on October 19, 2017 whereby the County agreed to house the Marshal Service's Detainees, as a passthrough entity, with its contract with Core Civic, Milan; and,
2. The County of Cibola is prohibited by the NM Constitution from holding harmless a third party as it is contingent liability. (N.M. Const. art. IX, §§ 8, 11-13- have been judicially interpreted to preclude a government from entering into an agreement subjecting it to contingent liability, the amount of which is uncertain at the time of the agreement, including liability for attorney fees ["."])

3. The Board is entering into this agreement with the Marshal's Service on an emergency basis in order to provide support and housing to the Marshal's Service due to the closure of the Torrance Facility, effective Friday, October 20, 2017.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated by reference as a material part of the Agreement as if the same were set out completely in the Agreement.
2. **Amendment.** The Agreement shall be amended as set forth in this instrument, and, except as expressly amended by this instrument, all of the terms, covenants and conditions shall remain in full force and effect as written. In the event of any conflict or discrepancy between this Amendment and the Agreement, this Amendment shall control.
3. **Amendment to P. 4 of the Agreement the "Assignment and Outsourcing of Jail Operations" Clause of the Contract.** The Assignment and Outsourcing of Jail Operations clause is hereby deleted in its entirety and the following section is substituted in its place:

The parties expressly agree and understand that overall management and operation of the housing of the Federal Detainees subject to this Agreement is contracted by the County to Core Civic under the County's agreement with Core Civic. The Marshal Service's hereby grants its consent to the contracting.

4. **Termination: Amendment to P. 4 of the Agreement the "Period of Performance and Termination" Clause. of the Contract.** The Period of Performance and Termination clause is hereby deleted in its entirety and the following section is substituted in its place:

Termination. This Agreement is effective upon the date of signature of the authorized Marshal Service official and the Board of County Commissioner, as such authority may be delegated, to this Agreement and this Amendment. This Agreement may be terminated by either party, provided 60 days' notice is given to the other in advance of the effective date of termination, although the Parties may agree to a shorter notification period.

5. **Amendment to P. 12 of the Agreement the "Hold Harmless" Clause. of the Contract.**

The hold harmless clause is hereby deleted in its entirety and the following section is substituted in its place:

Unless specifically addressed by the terms of this Agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees.

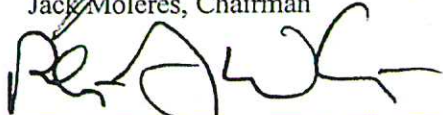
- A. County Held Harmless: Marshal Service liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligence of its own off Marshal Servicrs, employees, agents and representatives is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* The County shall promptly notify Marshal Service of any claims or lawsuits filed against any Marshal Service employees of which County is notified. The County will be held harmless for any injury, damage or loss to persons or property caused by an Marshal Service employee arising in the performance of this Agreement.
- B. Federal Government Held Harmless: County liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own off Marshal Servicrs, employees, agents and representatives is governed by the applicable State tort claims act. Marshal Service will promptly notify the County of any claims filed against any of County's employees of which Marshal Service is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a County employee arising in the performance of this Agreement.
- A. Defense of Suit: In the event a detainee files suit against the County contesting the legality of the detainee's incarceration and/or immigration/citizenship status, or a detainee files suit as a result of an administrative error or omission of the Federal Government, Marshal Service will request that the U.S. Attorney's Office, as appropriate, move either to have the County dismissed from such suit; to have Marshal Service substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, Marshal Service will request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.
- B. Marshal Service Recovery Right: The County shall do nothing to prejudice the Marshal Service's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Marshal Service, the County shall furnish to Marshal Service all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of Marshal Service in obtaining recovery.

WITNESSETH, the parties have made and executed this instrument as of the day and year first written above.

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

APPROVED AND ADOPTED this 19th day of October, 2017.


Jack Moleres, Chairman


Robert Windhorst, 2nd Vice-Chair

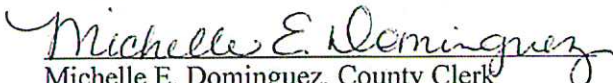
ABSENT

Robert Armijo, 1st Vice Chair


Martha Garcia, Commissioner


Daniel Torrez, Commissioner

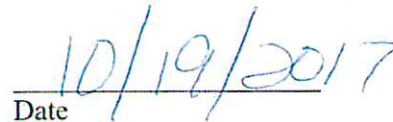
ATTEST BY:


Michelle E. Dominguez, County Clerk



MARHAL SERVICE


Aisha Ogburn, Grant Specialist


Date

**STATE OF NEW MEXICO
COUNTY OF CIBOLA**

Resolution No. 17-46

A RESOLUTION FOR PARTICIPATION IN THE MUNICIPAL TRANSIT SYSTEM

WHEREAS, the Village of Milan, the City of Grants, and the County of Cibola have entered into a joint and coordinated effort for the participation and operation of Municipal Transit System; and

WHEREAS, the County of Cibola's estimated local match for Fiscal Year 2019 is \$51, 946.69; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Cibola County to participate in a joint and coordinated effort with the City of Grants and the Village of Milan for a Municipal Transit System for Fiscal Year 2019 in the amount of \$51, 946.69.

PASSED, ADOPTED, AND APPROVED, this 26th day of October, 2017 at a regular meeting of the Cibola County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF CIBOLA

Attest:

County Clerk

Jack Moleres, Chairman

Robert Windhorst, 1st Vice-Chairman

Robert Armijo, 2nd Vice-Chairman

Daniel Torres, Commissioner

Martha Garcia, Commissioner

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. 17-44 OF THE
BOARD OF COUNTY COMMISSIONERS
CIBOLA COUNTY, OCTOBER 26, 2017**

STATE OF NEW MEXICO)
) ss.
COUNTY OF CIBOLA)

The Board of County Commissioners (the "Governing Body") of Cibola County (the "Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at Cibola County Complex-Commission Chambers, 700 East Roosevelt Avenue, Grants New Mexico 87020, being the meeting place of the Governing Body for the meeting held on the 26th day of October 2017 at the hour of 5:00 p.m. Upon roll call, the following members and officers were found to be present:

Present:

Absent:

Also Present:

Thereupon, there was officially filed with the County Clerk a copy of a proposed Resolution in final form, as follows:

CIBOLA COUNTY
RESOLUTION NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND CIBOLA COUNTY (THE "GRANTEE"), IN THE AMOUNT OF TWENTY EIGHT THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS (\$28,125) EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT AND THE LOCAL MATCH AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF ECONOMIC DEVELOPMENT FEASIBILITY STUDY, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH THE LOCAL MATCH AMOUNT AND OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, the Grantee is a political subdivision of the state, being a legally and regularly created, established, organized and existing County under the general laws of the State and more specifically, NMSA 1978, §§ 4-7-1 through 4-7-3, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with the Local Match and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing

Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY, NEW MEXICO:

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated November 10, 2017.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

Section 3. Authorization of the Project and the Grant Agreement. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

Section 4. Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to address the Cibola County Solo-Work Job Creation Center.

B. The costs of the Project are beyond the local control and resources of the Grantee.

C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant, and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

F. The Local Match is legally available to be applied to the Project.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of a majority of a quorum of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of Twenty Eight Thousand One Hundred Twenty Five Dollars (\$28,125) and the availability of the Local Match in the amount of Nine Thousand Three Hundred Seventy Five Dollars (\$9,375) to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant and the Local Match to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Twenty Eight Thousand One Hundred Twenty Five Dollars (\$28,125).

Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Repealer Clause. All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Chairman and County Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness

of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

[Remainder of page intentionally left blank.]

Section 14. Execution of Agreements. Cibola County through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS 26th DAY OF OCTOBER 2017.

CIBOLA COUNTY

By _____
Jack Moleres, Chairman

[SEAL]

ATTEST:

By _____
Michelle Molina Dominguez, County Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt said Resolution, upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ () members of the Governing Body having voted in favor of said motion, the Chairman declared said motion carried and said Resolution adopted, whereupon the Chairman and the County Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on motion duly made, seconded and carried, was adjourned.

[Signature page follows.]

CIBOLA COUNTY

By _____
Jack Moleres, Chairman

[SEAL]

ATTEST:

By _____
Michelle Molina Dominguez, County Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO)
) ss.
COUNTY OF CIBOLA)

I, Michelle Molina Dominguez, the duly qualified and acting County Clerk of Cibola County (the "Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners of the Grantee constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at Cibola County Complex-Commission Chambers, 700 East Roosevelt Avenue, Grants New Mexico 87020, on October 26, 2017 at the hour of 5:00 p.m., insofar as the same relate to the adoption of Resolution No. _____ and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including, Grantee's Open Meetings Resolution No. 17-01 dated January 5, 2017 and presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of November 2017.

CIBOLA COUNTY

By _____
Michelle Molina Dominguez, County Clerk

[SEAL]

EXHIBIT “A”

Notice of Meeting

STATE OF NEW MEXICO)
) ss. **CERTIFICATE OF GRANTEE**
COUNTY OF CIBOLA)

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Chairman and County Clerk of Cibola County, State of New Mexico (the "Grantee"), that:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. _____ adopted by the Governing Body of the Grantee on October 26, 2017 (the "Resolution") in connection with this Planning Grant, unless otherwise defined in this Certificate or the context requires otherwise.

1. The Grantee is a political subdivision of the state, being a legally and regularly created, established, organized and existing County under the general laws of the State and more specifically, NMSA 1978, §§ 4-7-1 through 4-7-3, as amended;;
2. The resolutions, rules and regulations governing the Project and customer service by the Grantee have been duly adopted and are now in full force and effect;
3. The Authorized Officers and Governing Body of the Grantee were duly and validly elected or appointed and are empowered to act for the Grantee; and
4. The Grantee has all requisite corporate power:
 - (a) To perform or cause performance of the Project funded by the Planning Grant and the Local Match;
 - (b) To execute and deliver Grant documents, including but not limited to those identified above; and
 - (c) To perform all acts required by such Grant documents to be done by the Grantee.
5. All proceedings of the Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
6. The Resolution and the Grant Agreement have been duly signed and adopted in accordance with all applicable laws and neither has been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution

constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

7. No event will result from the execution and delivery of the Grant Agreement that constitutes a default or an Event of Default under either the Grant Agreement or the Resolution, and no Event of Default and no default under the Grant Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

8. The Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Grant Agreement to have been authorized, approved, performed or consummated by the Grantee at or prior to the date of this Certificate. The Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Grant Agreement.

9. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Grant Agreement or any of the actions required to be taken by the Resolution or the Grant Agreement to the date of this Certificate have been obtained and are in full force and effect.

10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the completion of the Project have been obtained and are in full force and effect.

11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.

12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.

13. From at least July 1, 2017, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers and members of the Governing Body of the Grantee:

Jack Moleres, Chairman

Robert Armijo, 1st Vice Chair

Robert Windhorst, 2nd Vice Chair

Martha Garcia, Commissioner

Daniel Torrez, Commissioner

14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.

15. The Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Grantee contained in the Grant Agreement and in the Resolution are true and correct as of the date of this Certificate.

16. To the best of our knowledge and belief after due investigation, neither the Chairman, the County Clerk, any member of the Governing Body of the Grantee, nor any other officer, employee or other agent of the Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

17. Regular meetings of the Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at Cibola County Complex-Commission Chambers, 700 East Roosevelt Avenue, Grants New Mexico 87020, the principal meeting place of the Grantee.

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. 17-01 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on January 5, 2017 establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution.

19. The Chairman and the County Clerk, on the date of the signing of the Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Grantee authorized to execute the Grant Agreement.

20. This Certificate is for the benefit of the Finance Authority.

21. This Certificate may be executed in counterparts.

[Signature Page Follows]

WITNESS our signatures and the seal of the Grantee this 10th day of November 2017.

CIBOLA COUNTY

By _____
Jack Moleres, Chairman

[SEAL]

ATTEST:

By _____
Michelle Molina Dominguez, County Clerk

\$28,125

PLANNING GRANT AGREEMENT

dated

November 10, 2017

by and between

NEW MEXICO FINANCE AUTHORITY

and

CIBOLA COUNTY

PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the "Grant agreement"), dated November 10, 2017, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority") and CIBOLA COUNTY (the "Grantee").

WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State of New Mexico (the "State"), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978 §§ 6-21-1 through 6-21-31, as amended, (the "New Mexico Finance Authority Act"); and

WHEREAS, NMSA 1978, § 6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the Finance Authority to make Grants to qualified entities to develop economic development plans and pay administrative costs of the local government planning fund program]; and

WHEREAS, Grantee is a political subdivision of the state, being a legally and regularly created, established, organized and existing County under the general laws of the State and more specifically, NMSA 1978, §§ 4-7-1 through 4-7-3, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Grantee has applied to the Finance Authority for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the Finance Authority and accept a grant in the amount of Twenty Eight Thousand One Hundred Twenty Five Dollars (\$28,125) from the Finance Authority to carry out the Project, as more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within one (1) year from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE I: DEFINITIONS

As used in this Agreement, including the foregoing recitals, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Agreement Term” means the term of this Grant Agreement as provided under Article III of this Grant Agreement.

“Authorized Officers” means, with respect to the Grantee, any one or more of the Grantee’s Chairperson or Vice-Chairperson of the Governing Body, County Manager and County Clerk thereof, and in the case of the Finance Authority the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer, or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Closing Date” means the date of execution, delivery and funding of this Grant Agreement.

“Event of Default” means one or more events of default as defined in Article IX of this Grant Agreement.

“Finance Authority” means the New Mexico Finance Authority.

“Force Majeure” means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party’s control.

“Governing Body” means the Board of County Commissioners of the Grantee, or any future governing body of the Grantee.

“Grant or Grant Amount” means the sum of Twenty Eight Thousand One Hundred Twenty Five Dollars (\$28,125).

“Grant Account” means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the Finance Authority for deposit of the Grant Amount for disbursement to the Grantee for payment of the costs of the Project.

“Grant Agreement” means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

“Grantee” means Cibola County, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove,” “hereafter” and similar words refer to this entire Grant Agreement and not solely to the particular section or paragraph of this Grant Agreement in which such word is used.

“Local Government Planning Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Local Match” means Nine Thousand Three Hundred Seventy Five Dollars (\$9,375).

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Planning Document” means a written document in the form of an economic development feasibility study, created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee’s public project needs, namely planning regarding the Cibola County Solo-Work Job Creation Center.

“Planning Grant” or “Grant” means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project, and is equal to the Grant Amount.

“Policy” or “Policies” means the New Mexico Finance Authority Local Government Planning Fund Project Management Policies.

“Project” means the preparation of the Planning Document as more particularly described in Exhibit “A” hereto.

“Resolution” means the Grantee’s Resolution No. _____ adopted on October 26, 2017, authorizing the Grantee’s acceptance of the terms and conditions of this Grant Agreement.

“Rules” mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the Finance Authority, as amended and supplemented from time to time.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of the Grantee. The Grantee represents, warrants and covenants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Grantee contained in this Grant Agreement and the Resolution shall be deemed to be the covenants, stipulations, obligations and agreements of the Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreement

shall be transferred by or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Grant Agreement. The Grantee is a political subdivision of the state, being a legally and regularly created, established, organized and existing County under the general laws of the State and more specifically, NMSA 1978, §§ 4-7-1 through 4-7-3, as amended. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within one (1) year of the Closing Date or shall forfeit the full amount of the Grant.

(e) Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Grantee.

(f) Completion of Project. The Project will consist of the preparation of the Planning Document to address the Cibola County Solo-Work Job Creation Center, and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the Finance Authority, the Grantee will allow the Office of the State Engineer, the New Mexico Environment Department, the New Mexico Economic Development Department or other appropriate agency of the State, or the Finance Authority to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The

completed Planning Document must be in a form acceptable to and approved by the Finance Authority, in its sole discretion.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

(k) No Breach or Default Caused by Grant Agreement. Neither the execution and delivery of this Grant Agreement, nor the fulfillment of or compliance with the terms and conditions in this Grant Agreement, nor the consummation of the transactions contemplated herein conflicts with or results in a breach of any terms, conditions or provisions of, or any restrictions contained in, any agreement or instrument to which the Grantee is a party or by which the Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

(m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) Occurrence of Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(p) Reports to Finance Authority. The Grantee shall report at least semi-annually to the Finance Authority on the status of the Planning Document.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

(r) Local Match. The Local Match is legally available for the Project, has been applied by Grantee solely for the purposes of the Project and sufficient evidence of the Local Match has been provided to the Finance Authority.

Section 2.2. Representations, Warranties and Covenants of the Finance Authority. The Finance Authority represents, warrants and covenants as follows:

(a) The Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Grant Agreement and, by proper action, has duly authorized the execution and delivery of this Grant Agreement.

(b) This Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III: AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the Finance Authority that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the Finance Authority) or (c) the Grantee has failed to utilize the Planning Grant to complete the Planning Document within one year of the Closing Date.

ARTICLE IV: GRANT; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the amount shown on Exhibit "A" into the Grant Account to be disbursed by the Finance Authority pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

ARTICLE V: GRANT TO THE GRANTEE

Section 5.1. Grant to the Grantee. The Finance Authority hereby grants and the Grantee hereby accepts an amount equal to the Grant Amount. The Finance Authority shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the Finance Authority. The Grantee hereby pledges to the Finance Authority all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

Section 5.2. No General Obligation. No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.3. Investment of Moneys in Grant Account. Money on deposit in the Grant Account may be invested by the Finance Authority for the credit of the Local Government Planning Fund.

ARTICLE VI: THE PROJECT

Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within one (1) year of the Closing Date.

Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the Finance Authority shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the Finance Authority in its sole discretion, upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee's project architect, engineer, or other such authorized representative of the Grantee acceptable to the Finance Authority that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the Finance Authority, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder. No disbursement from the Grant Account may be made without receipt of evidence of the Local Match.

Section 6.3. Determination of Eligibility as condition Precedent to Disbursement. Prior to the disbursement of the Grant Amount or any portion thereof, the Finance Authority shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the Finance Authority and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the Finance Authority that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

Section 6.4. Reimbursement for Prior Expenditures. The Finance Authority, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the Finance Authority Board of Directors approved the grant on May 26, 2016.

Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the Finance Authority stating that, to the best of the Authorized Officer's knowledge the Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the Finance Authority may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

ARTICLE VII: COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1. Further Assurances and Corrective Instruments. The Finance Authority and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the terms and intention hereof.

Section 7.2. Finance Authority and Grantee Representatives. Whenever under the provisions of this Grant Agreement the approval of the Finance Authority or the Grantee is required, or the Grantee or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Grantee by an Authorized Officer of the Finance Authority or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.

Section 7.3. Requirements of Law. During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

ARTICLE VIII: NON-LIABILITY OF FINANCE AUTHORITY FOR ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION

Section 8.1. Non-Liability of Finance Authority. The Finance Authority shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

Section 8.2. Indemnification of Finance Authority. The Finance Authority shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the

Grantee shall and hereby agrees to indemnify and save harmless the Finance Authority and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the Finance Authority or its designee, Grantee shall defend the Finance Authority and its designee, if any, in any such action or proceeding.

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. Any one of the following shall be an Event of Default under this Agreement:

(a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within one (1) year of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the Finance Authority, unless the Finance Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority, but cannot be cured within the applicable thirty (30) day period, the Finance Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.

Section 9.2. Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the Finance Authority may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Grant Agreement;

- (c) Cease disbursing any further amounts from the Grant Account;
- (d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;
- (e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or
- (f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

The Grantee shall be responsible for reimbursing the Finance Authority for any and all fees and costs incurred in enforcing the terms of this Grant Agreement.

Section 9.3 Limitations on Remedies. A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

Section 9.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5. Waivers of Events of Default. The Finance Authority may in its sole discretion waive any Event of Default hereunder and the consequences of such an Event of Default; provided, however, all expenses of the Finance Authority in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any Event of Default shall have been discontinued or abandoned or determined adversely, then the Finance Authority and the Grantee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6. No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X: MISCELLANEOUS

Section 10.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Grantee, then to:

Cibola County
Attn.: County Manager
515 West Hill Street
Grants, New Mexico 87020

And if to the Finance Authority, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

The Grantee and the Finance Authority may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2. Binding Effect. This Grant Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Grantee and their respective successors and assigns, if any.

Section 10.3. Amendments. This Grant Agreement may be amended only with the written consent of the Finance Authority and the Grantee.

Section 10.4. No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Grantee or of the Finance Authority is hereby expressly waived and released by the Grantee and by the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.5. Grantee Compliance. The Finance Authority shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

Section 10.6. Severability. In the event that any provision of this Grant Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.7. Execution in Counterparts. This Grant Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8. Applicable Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Grant Agreement.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as authorized by the Finance Authority Board of Directors on May 26, 2016, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Chief Executive Officer or Designee

[SEAL]

ATTEST:

By _____

Approved for Execution by Officers of the
New Mexico Finance Authority:

By _____
Daniel C. Opperman, General Counsel

CIBOLA COUNTY

By _____
Jack Moleres, Chairman

[SEAL]

ATTEST:

By _____
Michelle Molina Dominguez, County Clerk

EXHIBIT "A"

TERM SHEET

Grantee:	CIBOLA COUNTY
Project Description:	Preparation of a Planning Document consisting of the economic development feasibility study addressing the Cibola County Solo-Work Job Creation Center.
Total Grant Amount:	Twenty Eight Thousand One Hundred Twenty Five Dollars (\$28,125)
Local Match:	Nine Thousand Three Hundred Seventy Five Dollars (\$9,375)
Closing Date:	November 10, 2017

EXHIBIT "B"
FORM OF REQUISITION

RE: Twenty Eight Thousand One Hundred Twenty Five Dollars (\$28,125) Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and Cibola County ("Grantee"), Finance Authority Grant Number 3502-PG (the "Grant Agreement").

Closing Date: November 10, 2017

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse funds from the Grant Account, with regard to the above-referenced Grant Agreement, the following:

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

ACH INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the Grantee, within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein.

Capitalized terms used herein are used as defined or as used in the Grant Agreement.

DATED: _____

By: _____
Authorized Officer of the Grantee

Title: _____

EXHIBIT "C"

FORM OF CERTIFICATE OF COMPLETION

RE: Twenty Eight Thousand One Hundred Twenty Five Dollars (\$28,125) Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and Cibola County ("Grantee"), Finance Authority Grant Number 3502-PG (the "Grant Agreement").

Closing Date: November 10, 2017

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of
[Name] [Title or position]

the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the "Project") was completed and placed in service by the Grantee on _____, 20____.
2. The total cost of the Project was \$ _____.
3. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Grant Agreement.

CIBOLA COUNTY

By: _____

Its: _____

**A Resolution Supporting the 2018 Legislative Priorities of the
New Mexico Association of Counties**

WHEREAS, in August 2017, the Board of Directors of the New Mexico Association of Counties approved five legislative priorities for consideration by the New Mexico Legislature at its 2018 regular legislative session; *and*

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

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

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

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

- **Forfeiture Act Reform**

Support legislation that would correct the unintended consequences of the 2015 amendments to the NM Forfeiture Act to address federal equitable sharing, storage of abandoned property, and expand local authority to seize and dispose of forfeited property while preserving due process protections.

- **Protecting County Funding of Healthcare**

Support the significant involvement of county policy makers in federal, state, and local healthcare, human services, and Medicaid planning, funding, and service delivery decision-making, and oppose any measure that would further shift federal and state healthcare costs to county government.

- **Tax Reform**

Support legislation that protects county revenue and does not have a negative impact on county government. NMAC strongly believes that counties must be at the table for and fully participate in all tax reform efforts; strives to minimize tax policy that places counties and other local governments in conflict; and opposes any efforts that reduce the state's hold harmless distribution to counties or that reduces county GRT authority.

- **Local Election Act**

Support legislation that would enact the Local Election Act, aligning the date for local, non-partisan elections with taxation authority, to the same day in the odd-numbered year.

- **Extend 2014 HB16 Liquor Tax Distribution Sunset**

Support legislation that would permanently increase the distribution percentage to the local DWI grant fund.

24-5

NOW, THEREFORE, BE IT RESOLVED that the [County Name] Board of County Commissioners does hereby support the legislative priorities of the New Mexico Association of Counties as set forth above, and urges that legislation incorporating these priorities be enacted by the state legislature during its 2018 regular session.

ADOPTED this [day] of [Month], 2017.

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

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

_____ [Name], District [#]	For / Against
-------------------------------	---------------

_____ [Name], District [#]	For / Against
-------------------------------	---------------

_____ [Name], District [#]	For / Against
-------------------------------	---------------

_____ [Name], District [#]	For /Against
-------------------------------	--------------

ATTEST:

[Name]
County Clerk



NEW MEXICO ASSOCIATION OF COUNTIES

2018 NMAC LEGISLATIVE PRIORITIES

- **Forfeiture Act Reform**

Support legislation that would correct the unintended consequences of the 2015 amendments to the NM Forfeiture Act to address federal equitable sharing, storage of abandoned property, and expand local authority to seize and dispose of forfeited property while preserving due process protections.

- **Protecting County Funding of Healthcare**

Support the significant involvement of county policy makers in federal, state, and local healthcare, human services, and Medicaid planning, funding, and service delivery decision-making, and oppose any measure that would further shift federal and state healthcare costs to county government.

- **Tax Reform**

Support legislation that protects county revenue and does not have a negative impact on county government. NMAC strongly believes that counties must be at the table for and fully participate in all tax reform efforts; strives to minimize tax policy that places counties and other local governments in conflict; and opposes any efforts that reduce the state's hold harmless distribution to counties or that reduces county GRT authority.

- **Local Election Act**

Support legislation that would enact the Local Election Act, aligning the date for local, non-partisan elections with taxation authority, to the same day in the odd-numbered year.

- **Extend 2014 HB16 Liquor Tax Distribution Sunset**

Support legislation that would permanently increase the distribution percentage to the local DWI grant fund.

NEW MEXICO ASSOCIATION OF COUNTIES
CRIMINAL JUSTICE POLICY COMMITTEE LEGISLATIVE ISSUE #1

Short Title or Subject: Forfeiture Act Reform

Affected Affiliates: Sheriffs, Managers

Impact on County Revenues/Finances: Substantial and recurring

Requested as NMAC Legislative Priority for 2018 30-Day Session: Yes or No (circle one)

The New Mexico Association of Counties supports legislation that would correct the unintended consequences of the 2015 amendments to the NM Forfeiture Act to address federal equitable sharing, storage of abandoned property, and expand local authority to seize and dispose of forfeited property while preserving due process protections.

- In 2015 the legislature passed and the governor signed substantial amendments to the state Forfeiture Act.
- The 2015 amendments have had costly and unintended consequences to local law enforcement
- SB 202 (2017) was a 2017 NMAC priority.
- SB 202 addressed the concerns of the majority of sheriffs and was acceptable to a broad spectrum of stakeholders.
- SB 202 received unanimous support of the Senate and passed the House Judiciary Committee, but was never called up for a vote on the House floor.

Signed Susan Griffin

Susan Griffin, Chair
Criminal Justice Policy Committee Chair

Date 5/25/17

**SB 202 PROPERTY FORFEITURE AUTHORITY BY LOCAL AND STATE LAW
ENFORCEMENT AGENCIES (2017 Session)**

Sponsors: Ivey-Soto; Wooley

Summary: Extends provisions of the Forfeiture Act to apply to all seizures, forfeitures and dispositions of property subject to forfeiture in the state (except contraband, controlled substances and deadly weapons). "Property subject to forfeiture" means property declared to be subject to forfeiture by the act, a state law outside of the act, or a local ordinance. Expands the authority of state and local law enforcement agencies to seize and dispose of forfeited property. Deletes the prohibition of retention of the forfeited property by a law enforcement agency. This bill made it through the Senate with no negative votes but was never called up for a vote on the House floor.

NEW MEXICO ASSOCIATION OF COUNTIES
HEALTHCARE POLICY COMMITTEE LEGISLATIVE ISSUE # 1

Short Title or Subject: Protecting County Funding of Healthcare Services

Affected Affiliates: All

Impact on County Revenues/Finances: Substantial

Requested as NMAC Legislative Priority for 2018 30-Day Session: Yes or No (circle one)

The New Mexico Association of Counties supports the significant involvement of county policy makers in federal, state, and local healthcare, human services, and Medicaid planning, funding, and service delivery decision making, and opposes any measure that would further shift federal and state healthcare costs to county government.

- New Mexico counties currently pay 1/16th percent gross receipts tax (grt) to fund the New Mexico State Medicaid programs, and pay 1/12th percent grt to fund the State Safety Net Care Pool (SNCP) healthcare program.
- New Mexico counties bear the expense of continued funding for indigent health programs to support uninsured and underinsured populations, provide the single source of funding for health care for detention facility detainees, incur the cost of housing State Public Health Offices, and provide additional healthcare related services for other county residents who are part of the "working poor," and therefore not eligible for Medicaid services.
- New Mexico counties oppose any measure or mandate that would further shift federal and state healthcare costs to counties.

Signed



Liza Gomez

Healthcare Policy Committee Chair

Date 7/19/17

NEW MEXICO ASSOCIATION OF COUNTIES
TAX POLICY COMMITTEE LEGISLATIVE ISSUE #1

Short Title or Subject: Protect County Revenue

Affected Affiliates: ALL

Impact on County Revenues/Finances: _____

Requested as NMAC Legislative Priority for 2018 30-Day Session: Yes or No (circle one)

The New Mexico Association of Counties supports legislation on tax reform that protects county revenue and does not have a negative impact on county government. NMAC strongly believes that counties must be at the table for and fully participate in all tax reform efforts. NMAC strives to minimize tax policy that places counties and other local governments in conflict. NMAC opposes any efforts that reduce the state's hold harmless distribution to counties, or that reduces county GRT authority. NMAC reiterates the following positions:

- NMAC supports tax reform efforts that improve economic efficiency, economic development, ease of administration, and overall fairness of the state and local tax system. It is essential that NMAC fully participates in legislative and executive efforts to restructure and reform the state and local tax system.
- NMAC supports the following tax policy principles: simplicity, transparency, economic neutrality, adequacy and equity.
- NMAC supports a high quality property tax valuation system that is designed to maximize equity, fairness, and transparency among property tax owners, while minimizing administrative complexity and confusion.

Signed Katherine Miller

Katherine Miller
NMAC Tax Policy Committee Chair

Date 6/16/2017

NEW MEXICO ASSOCIATION OF COUNTIES
CLERKS AFFILIATE LEGISLATIVE ISSUE # 1

Short Title or Subject: **Local Election Act**
Affected Affiliates: County Clerks
Impact on County Revenues/Finances: None anticipated based on the bill.
Requested as NMAC Legislative Priority for 2018 30-Day Session: ☒ Yes

The Local Election Act seeks to align the election day for all local, non-partisan public bodies with ad valorem taxation authority. The target day for the Local Election is November of the odd-numbered year (one year away from the partisan General Election). The local elections would be administered by the County Clerk pursuant to the Election Code. This bill passed in 2017 (HB 174) and was pocket vetoed by the Governor.

- Previously endorsed by the Clerks Affiliate and the NMAC Board
- Will promote greater awareness in local issues by constituents

/s/ Dave Kunko
Dave Kunko
Clerks Affiliate Chair

Date: June 21, 2017

NEW MEXICO ASSOCIATION OF COUNTIES

DWI AFFILIATE RESOLUTION # 1

Short Title or Subject: **Extend 2014 HB16 Liquor Tax distribution sunset**

Affected Affiliates: **DWI**

Impact on County Revenues/Finances: *Increase in LDWI Funding*

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

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

WHEREAS, a distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made to the local DWI grant fund in an amount equal to forty-one and fifty hundredths percent of the net receipts exclusive of penalties and interest, attributable to the liquor excise tax; and

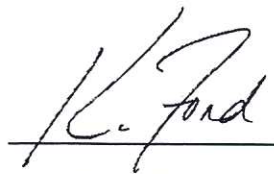
WHEREAS, in 2014 HB16 allowed for a distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made to the local DWI grant fund in an amount equal to forty-six percent of the net receipts exclusive of penalties and interest, attributable to the liquor excise tax and to sunset in fiscal year 2018; and

WHEREAS, the New Mexico DWI Coordinators rely on the annual distribution to the local DWI grant fund to provide services to DWI offenders to eradicate driving under the influence, provide behavior modification for DWI offenders and substance abusers, reduce the incidence of DWI, alcoholism, alcohol abuse and alcohol related domestic violence; and

WHEREAS, the New Mexico DWI Coordinators support legislation permanently setting the percentage of the distribution to forty-six percent of the net receipts of the State Liquor Excise Tax to the local DWI grant fund.

NOW THEREFORE BE IT RESOLVED that the New Mexico Association of Counties supports legislation that would permanently increase the distribution percentage to the local DWI grant fund.

Signed: _____


Kelly Ford, DWI Affiliate Chair

Date: 6/22/2017

