

#### CIBOLA COUNTY BOARD OF COMMISSIONERS

Jack Moleres Chairman Robert Armijo 1<sup>st</sup> Vice Chairman Robert Windhorst 2<sup>nd</sup> Vice Chairman

Daniel Torrez Commissioner Martha Garcia Commissioner

Regular Meeting
November 30, 2017
5:00 p.m.
Cibola County Commission Chambers
700 E. Roosevelt Ave., Suite 50

- 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. Minutes

- a. Minutes from October 19, 2017 Emergency Meeting
- b. Minutes from October 26, 2017 Regular Meeting
- c. Minutes from November 14, 2017 Special Meeting

#### 9. Reports

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

#### 10. Presentations

a. Presentation on the Opioid Epidemic

#### 11. New Business – Action May Be Taken

a. Northwest New Mexico Council of Governments Membership Agreement with Cibola County for Fiscal Year 2018

- b. Survey Approval for 700 E. Roosevelt Ave.
- c. Approval to authorize Interim County Manager to Approve Disbursement of Signed Vendor Checks.
- d. Approval for Professional Services Contract between Cibola County and Trust Pharmacy

#### 12. Manager's Report

a. Update from Michael Steininger, Special Director from NM Department of Finance and Administration

#### 13. Executive Session

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

- a. Real Property
  - a) Smiths
- b. Legal
  - a) Edmundson
  - b) Rodriguez
- c. Personal
  - a) County Manager

#### 14. Announcements

- a. On November 13, 2017, the New Mexico Office of the State Auditor (OSA) released Cibola County's FY2016 audit report. The audit report is now a public document and may be obtained from the OSA's website at: https://www.saonm.org/audit\_reports/detail/11086.
  - Per NMAC 2.2.2.10.M.4 Once the audit report is officially released to the agency by the state auditor and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meeting Act. This presentation is currently being scheduled.
- b. The next Regular Commission Meeting will be held on Thursday, December 28, 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 Emergency Meeting Thursday, October 19<sup>th</sup>, 2017

The Cibola County Commission held an Emergency Meeting on Thursday October 19<sup>th</sup>, 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. ANNOUCEMENTS

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 Commission Regular Meeting Thursday October 26<sup>th</sup>, 2017

The Cibola County Commission held a Regular Meeting on Wednesday October 26<sup>th,</sup> 2017 at 5:00 pm in the Cibola County Commission Center

#### **Elected Officials Present Staff**

Jack Moleres, Chairman Robert Armijo, 1<sup>st</sup> Vice Chairman Robert Windhorst, 2<sup>nd</sup> Vice Chairman Martha Garcia, Commissioner Daniel Torrez, Commissioner Valerie Taylor, County Manager Michelle Dominguez, County Clerk Natalie Grine, Chief Deputy Clerk

#### A. CALL TO ORDER

Chairman Moleres, called the meeting to Order at 5:05 pm.

#### **B. ROLL CALL**

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

- C. <u>Pledge of Allegiance</u> Recited by all.
- D. <u>Prayer</u> Commissioner Martha Garcia led us in prayer.

#### E. Approval of Agenda

Motion to approve the agenda made by Commissioner Armijo, Commissioner Armijo requested that Staff comments be put back on the agenda, second by Commissioner Torrez 5-0 affirmative.

#### F. Approval of Minutes

#### September 28, 2017 Regular Commission Meeting.

Commissioner Armijo made a motion to approve the minutes for the Regular Commission meeting of September 28<sup>th</sup>, 2017 second by Commissioner Torrez 5-0 affirmative.

#### October 12th, 2017 Workshop/ Special Meeting.

Commissioner Windhorst made a motion to approve the minutes for the Workshop/ Special meeting of October 12<sup>th</sup>, 2017 second by Commissioner Garcia 3-0 affirmative. 1<sup>st</sup> Chairman Armijo and Commissioner Daniel Torrez abstained from voting.

#### October 19th, 2017 Emergency Meeting

Commissioner Windhorst made a motion to approve the minutes for the Emergency Meeting of October 19<sup>th</sup>, 2017, second by Commissioner Torrez 4-0 affirmative. 1<sup>st</sup> Vice Chairman Armijo abstained.

#### G. Commissioners Report

Commissioner Torrez mentioned that he had worked the weekend picking up trash for the City of Grants working along various roads. Commissioner Torrez asked if there were any questions from the audience.

Commissioner Armijo thanked Gary Porter for his hard work on maintain the roads throughout the County, especially working on the bridge in Seboyeta when the heavy rains came and washed it out, and working on the lift station.

Commissioner Windhorst mentioned that on October 14<sup>th</sup> they cleaned up the Village of Milan, and picked up 43.5 tons of trash. Commissioner Windhorst also mentioned that there was an illegal dump site in Bluewater Village that has to be cleaned up. Commissioner Windhorst also thanked County Manger Taylor for completing the Core Civic Contract.

Commissioner Garcia mentioned that she would like to see the County, Laguna, Acoma and Ramah work together on fixing the roads and share the cost.

Commissioner Garcia also mentioned she is working on getting fiber optic and broad band for better internet service in Ramah.

Commissioner Moleres stated that the New Mexico State Branch had 8-10 events This month, which included Grant Writing, 505 writing center workshop. Manuel Gonzales from Albuquerque gave a performance on poetry. Commissioner Moleres also mentioned that they held a Native American Leadership Club that helps children to get a secondary education. Grants Library also held an event which was directed by Dr. D Frances on creating novels.

#### H. Public Comment

Rony Pynes mentioned he has been concerned about the financial situation of the County for the last 8-9 years it has come to hard times, and is happy with the current Commissioners. Mr. Pynes also stated that he is happy to see that Core Civic is on board, and that the County has gotten an Independent Auditor Keith Holbrook to look at the books and see where we are financially. Mr. Pynes mentioned he is happy to see that the County is looking into the Smiths lease that has never changed in the last 40 years thank you for doing that.

Kathy Gonzales stated to the commissioners that if they were aware of the staff comments being taken off the agenda. Kathy also gave a brief report on the tax roll that was pulled on October 11<sup>th</sup>, 2017, and all taxes were sent out on November 1<sup>st</sup>, 2017 of the 23,167, 14,009 taxes were sent out. Kathy also mentioned that the reason they have not given a Finance Report, Local Distribution Report, or an Investment Report is because Dolores Vallejos is still locked out of her computer.

#### I. Reports

- a. Monthly Sheriff's Report Tony Mace gave a brief report on all accidents, calls, arrest, etc. for the month of October. Tony Mace also mentioned that the units are in bad shape they are in need of new ones, out of the 13 units only 6 are running the other ones are sitting with blown motors, two are sitting at the Malloy Dodge Dealership, which we are trying to negotiate on the warranty. My unit has 192,000 miles on it.
- b. Monthly Road Department Report Gary Porter gave a brief report on all the work the Road Department has completed in the month of October, from tree trimming patching roads, digging culverts, and helping with some roads that were washed out during the heavy rain season, they did a total of 43.851 miles of work. Gary also mentioned that his heavy equipment is just barely hanging on by a thread. The Road Department is also in need of equipment.
- c. Monthly Detention Report. Report on File

#### J. Old Business-Action May Be Taken

a. Ratification for Intergovernmental Agreement and Amendments for Detention Services Between Cibola County and US Marshals

Motion to approve Ratification for Intergovernmental Agreement and Amendments for Detention Services between Cibola County and US Marshals made by Commissioner Armijo, second by Commissioner Torrez 5-0 affirmative.

**b.** A Resolution for Participation in the Municipal Transit System 17-46 Motion to approve Resolution 17-46 for Participation in the Municipal Transit System for \$26,000.00 made by Commissioner Torrez, second by Commissioner Armijo. 5-0 affirmative.

#### K. New Business-Action May Be Taken

- a. Planning Grant Agreement Approval Resolution 17-44 Motion to approve Planning Grant Agreement Approval Resolution 17-44 made by Commissioner Torrez, second by Commissioner Armijo.5-0 affirmative.
- Support for the 2018 Legislative Priorities of the NM Association of Counties Resolution 17-45
   Motion to approve Resolution 17-45 Support for the 2018 Legislative Priorities of the NM Association of Counties, made by Commissioner Armijo, second by Commissioner Windhorst. 5-0 affirmative.
- c. Intergovernmental Services Agreement with Cibola County and the NWNM Council of Governments: "House Memorial 72 Economic Development Plan Motion to approve Intergovernmental Services Agreement with Cibola County and the NWNM Council of Governments: "House Memorial 72 Economic Development Plan, made by Commissioner Garcia, second by Commissioner Torrez. 5-0 affirmative.

#### L. Managers' Report

Manager Taylor gave a brief report, she stated that they have put a desk in front of the lobby so that when customers come in they will be directed to the correct office they are needing. Mrs. Taylor also mentioned that there is a new email link on the website for citizens to post their comment and or questions if any, these questions will be forwarded to the correct offices. The parking in front of the county will be marked with new sections, one for Law enforcement, one for employees and the other for citizens.

#### M. Executive Closed Session

To discuss limited personnel matters pursuant to Section 10-15-1(H)(2) (8),NMSA 1978 Comp. the following matters may be discussed in closed session:

#### a. Real Property

- 1. Smiths
- 2. Cibola General Hospital
- 3. Administration

#### b. Personnel

1. County Manager

Motion and roll call vote to go into Executive Session was made by Commissioner Torrez, second by Commissioner Armijo 5-0 affirmative. 7:15 p.m.

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

Motion to come out of executive session made by commissioner Torrez, second by Commissioner Windhorst at 10:18.

#### N. Action Items-Action May Be Taken

a. Consideration of County Manager Contract No Action Taken

#### O. ANNOUNCEMENTS

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

#### P. ADJOURNMENT

A motion to adjourn the meeting made by Commissioner Armijo, second by Commissioner Torrez 5-0 affirmative at 10:19 pm.

# PASSED, APPROVED, and ADOPTED this 26<sup>th</sup> day of October, 2017 **BOARD OF COUNTY COMMISSIONERS** Jack Moleres, Chairman Robert Armijo, 1<sup>st</sup> Vice Chairman Robert Windhorst, 2<sup>nd</sup> Vice Chairman Martha Garcia, Commissioner Daniel Torrez, Commissioner **ATTEST:**

SEAL

Michelle E. Dominguez, Cibola County Clerk

# Cibola County Commission Special Meeting November, 14th, 2017

The Cibola County Commission held a Board of Finance Meeting on Tuesday, November, 14<sup>th</sup>, 2017 at 5:00 pm in the Cibola County Commission Room

#### I) Commission Convenes

#### A. CALL TO ORDER

Commissioner Chairman Jack Moleres called the meeting to Order at 5:07 pm.

#### **B. ROLL CALL**

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

#### **Elected Officials Present Staff**

Jack Moleres, Chairman Robert Windhorst, 2<sup>nd</sup> Vice Chairman Martha Garcia, Commissioner Daniel Torrez, Commissioner Valerie Taylor, County Interim Manager Michelle Dominguez, County Clerk Natalie Grine, Chief Deputy Clerk

#### II. Administration

- Review of DFA Quarterly Report for the Period Ending September 30, 2017
   Mr. Steiniger gave a review of the DFA Quarterly Report, and reported on where the county is financially.
- Presentation on Initial Review of Budget and Financial Records Report on File

#### III. Announcements

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

#### IV. Adjournment

Meeting adjourned at 8:09p.m.



# Cibola County Sheriff's Office Shexiff Tony Mace tnymace@yahoo.com Physical: 114 McBride Charles NIME County Sheriff's Office Charles NIME Charles NI

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

Undersheriff P. Michael Munk 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 OCTOBER 1, 2017 through OCTOBER 31, 2017.

|                       |       | PREVIOUS YR |
|-----------------------|-------|-------------|
| Accidents             | 17    | 7           |
| Arrests               | 61    | 47          |
| Transports            | 25    | 16          |
| Warrant Transports    | 13    | 25          |
| Calls                 | 1,838 | 555         |
| Citations/Warnings    | 36    | 36          |
| Civil Papers Received | 80    | 45          |
| Incidents             | 42    | 39          |

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**

10/01/2017 to 10/31/2017

| Accident<br>Complaint No. | Date/Time       | No. Vehicles<br>Involved | No. Injured | No. Fatalities | Reporting<br>Officer ID / Name | Offense<br>Complaint No. | Investigating Dept. |
|---------------------------|-----------------|--------------------------|-------------|----------------|--------------------------------|--------------------------|---------------------|
| 30141183                  | 10/01/2017 2020 | 1                        | 0           | 0              | 111 - Dep. T.<br>Archuleta     | 17-001109                |                     |
| 30141184                  | 10/05/2017 1836 | 1                        | 0           | 0              | 119 - K. Ward                  | 17-001125                |                     |
| 30141180                  | 10/11/2017 0014 | 1                        | 1           | 0              | 116 - Dep. A.<br>Romero        | 17-001077                |                     |
| 30141186                  | 10/12/2017 2027 | 2                        | . 0         | 0              | 119 - K. Ward                  | 17-001141                |                     |
| 30141187                  | 10/12/2017 2140 | 1                        | 0           | 0              | 107 - Dep. R. Veloz            | 17-001143                |                     |
| 30141189                  | 10/15/2017 2259 | 2                        | 1           | 0              | 107 - Dep. R. Veloz            | 17-001147                |                     |
| 30141190                  | 10/15/2017 2328 | 1                        | 3           | 0              | 108 - Dep. J.<br>McCowen       | 17-001148                | CIBOLA COUNTY<br>SO |
| 30141191                  | 10/19/2017 1303 | 2                        | 0           | 0              | 103 - Lt. H. Hall              | 17-001169                |                     |
| 30141192                  | 10/21/2017 1633 | 1                        | 0           | 0              | 107 - Dep. R. Veloz            | 17-001176                |                     |
| 30141194                  | 10/24/2017 1526 | 1                        | 0           | 0              | 103 - Lt. H. Hall              | 17-000856                |                     |
| 30141193                  | 10/24/2017 1851 | 2                        | 0           | 0              | 119 - K. Ward                  | 17-001192                |                     |
| 30141194                  | 10/26/2017 0903 | 1                        | 0           | 0              | 109 - N. WADFORD               | 17-001198                |                     |
| 30141195                  | 10/28/2017 1124 | 1                        | 0           | 0              | 114 - Dep. A. Kemp             | 17-001209                |                     |
| 30141196                  | 10/29/2017 0159 | 1                        | 2           | 0              | 108 - Dep. J.<br>McCowen       | 17-001193                | CIBOLA COUNTY<br>SO |
| N/A                       | 10/31/2017 1447 | 3                        | 0           | 0              | 112 - B. Gardner               | 17-001208                |                     |
| N/A                       | 10/31/2017 1633 | 0                        | 0           | 0              | 103 - Lt. H. Hall              | 17-000769                |                     |
| N/A                       | 10/31/2017 1633 | 0                        | 0           | 0              | 103 - Lt. H. Hall              | 17-000790                |                     |

Total Accidents: 17

#### Arrests - by Officer

Arrest Date:

10/01/2017 - 10/31/2017

|                   |         |      | SEX    |     |       |       | RACE   |       |     | ETH      | <u>inic</u> |
|-------------------|---------|------|--------|-----|-------|-------|--------|-------|-----|----------|-------------|
| Officer           | Arrests | Male | Female | UNK | White | Black | Indian | Asian | UNK | Hispanic | NonHisp     |
| B. Gardner        | 6       | 6    | 0      | 0   | 6     | 0     | 0      | 0     | 0   | 2        | 2           |
| B. Pena           | 6       | 5    | 1      | 0   | 4     | 0     | 1      | 0     | 0   | 3        | 2           |
| Dep. A. Kemp      | 2       | 1    | 1      | 0   | , 1   | 0     | 1      | 0     | 0   | 0        | 2           |
| Dep. A. Roane     | 3       | 3    | 0      | 0   | 0     | 0     | 0      | 0     | 0   | 0        | 0           |
| Dep. A. Romero    | 3       | 2    | 1      | 0   | 0     | 0     | 3      | 0     | 0   | 0        | 3           |
| Dep. J. McCowen   | 4       | 2    | 2      | 0   | 1     | 0     | 3      | 0     | 0   | 1        | 3           |
| Dep. R. Veloz     | 4       | 4    | 0      | 0   | 3     | 0     | 1      | 0     | 0   | 1        | 3           |
| Dep. S. Nunez     | 1       | 0    | 1      | 0   | 1     | 0     | 0      | 0     | 0   | 0        | 1           |
| Dep. T. Archuleta | 3       | 2    | 1      | 0   | 0     | 0     | 2      | 0     | 1   | 0        | 2           |
| J. Hocker         | 6       | 3    | 3      | 0   | 3     | 0     | 3      | 0     | 0   | 2        | 3           |
| K. Ward           | 3       | 2    | 1      | 0   | 3     | 0     | 0      | 0     | 0   | 0        | 3           |
| Lt. H. Hall       | 3       | 3    | 0      | 0   | 3     | 0     | 0      | 0     | 0   | 1        | 2           |
| M. Hawkins        | 16      | 12   | 4      | 0   | 11    | 1     | 2      | 0     | 1   | 4        | 7           |
| N. WADFORD        | 1       | 1    | 0      | 0   | 0     | 0     | 1      | 0     | 0   | 0        | 1           |

#### Arrests - by Officer for TRANSPORT

Arrest Date:

10/01/2017 - 10/31/2017

|                   |         |      | SEX    |     |       |       | RACE   |       |     | ETH      | INIC    |
|-------------------|---------|------|--------|-----|-------|-------|--------|-------|-----|----------|---------|
| Officer           | Arrests | Male | Female | UNK | White | Black | Indian | Asian | UNK | Hispanic | NonHisp |
| B. Gardner        | 3       | 3    | 0      | 0   | 3     | 0     | 0      | 0     | 0   | 0        | 1       |
| B. Pena           | 4       | 3    | 1      | 0   | 2     | 0     | 1      | 0     | 0   | 3        | 1       |
| 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       |
| Dep. T. Archuleta | 0       | 0    | 0      | 0   | 0     | 0     | 0      | 0     | 0   | 0        | 0       |
| J. Hocker         | 6       | 3    | 3      | 0   | 3     | 0     | 3      | 0     | 0   | 2        | 3       |
| K. Ward           | 1       | 1    | 0      | 0   | 1     | 0     | 0      | 0     | 0   | 0        | 1       |
| Lt. H. Hall       | 0       | 0    | 0      | 0   | 0     | 0     | 0      | 0     | 0   | 0        | 0       |
| M. Hawkins        | 11      | 8    | 3      | 0   | 8     | 1     | 1      | 0     | 0   | 4        | 3       |
| N. WADFORD        | 0       | 0    | 0      | 0   | 0     | 0     | 0      | 0     | 0   | 0        | 0       |

#### Arrests - by Officer For WARRANTS

Arrest Date:

10/01/2017 - 10/31/2017

|         |                         | SEX   |   |   |   | RACE  |  |  | ETH  | <u>INIC</u>   |
|---------|-------------------------|---|---|---|---|---|--|--|--|---|
| Arrests | Male                    | Female  | UNK   | White   | Black   | Indian  | Asian  | UNK  | Hispanic   | NonHisp   |
| 1       | 1                       | 0   | 0   | 1   | 0   | 0   | 0  | 0  | 0  | 1   |
| 1       | 1                       | 0   | 0   | 1   | 0   | 0   | 0  | 0  | 0  | 0   |
| 1       | 0                       | 1   | 0   | 1   | 0   | 0   | 0  | 0  | 0  | 1   |
| 0       | 0                       | 0   | 0   | 0   | 0   | 0   | 0  | 0  | 0  | 0   |
| 1       | 0                       | 1   | 0   | 0   | 0   | 1   | 0  | 0  | 0  | 1   |
| 1       | 1                       | 0   | 0   | 0   | 0   | 1   | 0  | 0  | 0  | 1   |
| 1       | 1                       | 0   | 0   | 1   | 0   | 0   | 0  | 0  | 0  | 1   |
| 0       | 0                       | 0   | 0   | 0   | 0   | 0   | 0  | 0  | 0  | 0   |
| 3       | 2                       | 1   | 0   | 0   | 0   | 2   | 0  | 1  | 0  | 2   |
| 0       | 0                       | 0   | 0   | 0   | 0   | 0   | 0  | 0  | 0  | 0   |
| 1       | 1                       | 0   | 0   | 1   | 0   | 0   | 0  | 0  | 0  | 1   |
| 1       | 1                       | 0   | 0   | 1   | 0   | 0   | 0  | 0  | 0  | 1   |
| 2       | 2                       | 0   | 0   | 1   | 0   | 1   | 0  | 0  | 0  | 2   |
| 0       | 0                       | 0   | 0   | 0   | 0   | 0   | 0  | 0  | 0  | 0   |
|         | 1 1 0 1 1 0 3 0 1 1 1 2 | 1     1       1     0       0     0       1     0       1     1       1     1       0     0       3     2       0     0       1     1       1     1       1     1       2     2 | Arrests         Male         Female           1         1         0           1         0         1           0         0         0           1         0         1           1         1         0           1         1         0           0         0         0           3         2         1           0         0         0           1         1         0           1         1         0           1         1         0           2         2         0 | Arrests         Male         Female         UNK           1         1         0         0           1         1         0         0           1         0         1         0           0         0         0         0           1         1         0         0           1         1         0         0           0         0         0         0           3         2         1         0           0         0         0         0           1         1         0         0           1         1         0         0           2         1         0         0           1         1         0         0           2         2         0         0 | Arrests         Male         Female         UNK         White           1         1         0         0         1           1         1         0         0         1           1         0         1         0         1           0         0         0         0         0           1         1         0         0         0           1         1         0         0         0           1         1         0         0         0           3         2         1         0         0           0         0         0         0         0           1         1         0         0         0           1         1         0         0         1           1         1         0         0         1           1         1         0         0         1           1         1         0         0         1           2         2         0         0         1 | Arrests         Male         Female         UNK         White         Black           1         1         0         0         1         0           1         1         0         0         1         0           1         0         1         0         0         0           0         0         0         0         0         0           1         1         0         0         0         0           1         1         0         0         0         0           1         1         0         0         0         0           0         0         0         0         0         0           3         2         1         0         0         0         0           1         1         0         0         0         0         0           1         1         0         0         1         0           1         1         0         0         1         0           1         1         0         0         1         0           1         1         0         0         1         0 <td>Arrests         Male         Female         UNK         White         Black         Indian           1         1         0         0         1         0         0           1         1         0         0         1         0         0           1         0         1         0         0         0         0           0         0         0         0         0         0         0         1           1         1         0         0         0         0         1         0         1           1         1         0         0         0         0         1         0         0         1         0         0         1         0         <td< td=""><td>Arrests         Male         Female         UNK         White         Black         Indian         Asian           1         1         0         0         1         0         0         0           1         1         0         0         1         0         0         0           1         0         1         0         0         0         0         0           0         0         0         0         0         0         0         0           1         1         0         0         0         0         1         0           1         1         0         0         0         0         1         0           1         1         0         0         1         0         0         0           3         2         1         0         0         0         0         0         0           0         0         0         0         0         0         0         0         0           1         1         0         0         1         0         0         0           1         1         0         0</td><td>Arrests         Male         Female         UNK         White         Black         Indian         Asian         UNK           1         1         0         0         1         0         0         0           1         1         0         0         1         0         0         0           1         0         1         0         1         0         0         0           0         0         0         0         0         0         0         0           1         1         0         0         0         0         1         0         0           1         1         0         0         0         0         1         0         0           1         1         0         0         0         0         0         0         0           0         0         0         0         0         0         0         0         0           1         1         0         0         1         0         0         0         0         0           1         1         0         0         1         0         0         0</td><td>Arrests         Male         Female         UNK         White         Black         Indian         Asian         UNK         Hispanic           1         1         0         0         1         0</td></td<></td> | Arrests         Male         Female         UNK         White         Black         Indian           1         1         0         0         1         0         0           1         1         0         0         1         0         0           1         0         1         0         0         0         0           0         0         0         0         0         0         0         1           1         1         0         0         0         0         1         0         1           1         1         0         0         0         0         1         0         0         1         0         0         1         0 <td< td=""><td>Arrests         Male         Female         UNK         White         Black         Indian         Asian           1         1         0         0         1         0         0         0           1         1         0         0         1         0         0         0           1         0         1         0         0         0         0         0           0         0         0         0         0         0         0         0           1         1         0         0         0         0         1         0           1         1         0         0         0         0         1         0           1         1         0         0         1         0         0         0           3         2         1         0         0         0         0         0         0           0         0         0         0         0         0         0         0         0           1         1         0         0         1         0         0         0           1         1         0         0</td><td>Arrests         Male         Female         UNK         White         Black         Indian         Asian         UNK           1         1         0         0         1         0         0         0           1         1         0         0         1         0         0         0           1         0         1         0         1         0         0         0           0         0         0         0         0         0         0         0           1         1         0         0         0         0         1         0         0           1         1         0         0         0         0         1         0         0           1         1         0         0         0         0         0         0         0           0         0         0         0         0         0         0         0         0           1         1         0         0         1         0         0         0         0         0           1         1         0         0         1         0         0         0</td><td>Arrests         Male         Female         UNK         White         Black         Indian         Asian         UNK         Hispanic           1         1         0         0         1         0</td></td<> | Arrests         Male         Female         UNK         White         Black         Indian         Asian           1         1         0         0         1         0         0         0           1         1         0         0         1         0         0         0           1         0         1         0         0         0         0         0           0         0         0         0         0         0         0         0           1         1         0         0         0         0         1         0           1         1         0         0         0         0         1         0           1         1         0         0         1         0         0         0           3         2         1         0         0         0         0         0         0           0         0         0         0         0         0         0         0         0           1         1         0         0         1         0         0         0           1         1         0         0 | Arrests         Male         Female         UNK         White         Black         Indian         Asian         UNK           1         1         0         0         1         0         0         0           1         1         0         0         1         0         0         0           1         0         1         0         1         0         0         0           0         0         0         0         0         0         0         0           1         1         0         0         0         0         1         0         0           1         1         0         0         0         0         1         0         0           1         1         0         0         0         0         0         0         0           0         0         0         0         0         0         0         0         0           1         1         0         0         1         0         0         0         0         0           1         1         0         0         1         0         0         0 | Arrests         Male         Female         UNK         White         Black         Indian         Asian         UNK         Hispanic           1         1         0         0         1         0 |

TOTAL 13 10 3 0 7 0 5

## DISPATCH ARRIVED BY DSN AND DATE RANGE 10/01/2017 00:00 through 10/31/2017 00:00

| DSN | User                 | # of Times Arrived on Call |
|-----|----------------------|----------------------------|
| 112 | B. Gardner           | 95                         |
| 128 | B. Pena              | 18                         |
| 114 | Dep. A. Kemp         | 76                         |
| 115 | Dep. A. Roane        | 98                         |
| 116 | Dep. A. Romero       | 121                        |
| 108 | Dep. J. McCowen      | 202                        |
| 117 | Dep. M. Monte        | 5                          |
| 107 | Dep. R. Veloz        | 229                        |
| 110 | Dep. S. Nunez        | 87                         |
| 111 | Dep. T. Archuleta    | 178                        |
| 106 | Det. S. Chavez       | 15                         |
| 131 | E. Sanchez           | 75                         |
| 127 | J. Hocker            | 25                         |
| 119 | K. Ward              | 172                        |
| 103 | Lt. H. Hall          | 49                         |
| 129 | M. Hawkins           | 20                         |
| 109 | N. WADFORD           | 71                         |
| 130 | P. Lucero            | 96                         |
| 105 | Sgt. D. Chavez       | 189                        |
| 101 | Sheriff T. Mace      | 11                         |
| 102 | Undersheriff M. Munk | 6                          |
|     |                      | ( 6)                       |

114 McBride Rd, Grants, NM 87020

Civil Process Total Attempts by User ID

Date From: 10/01/2017 To: 10/31/2017

|   | Name:                | Se                     | ervice Atempts: |   |  |
|---|----------------------|------------------------|-----------------|---|--|
|   | 103 - Lt. H. Hall    |                        | 2               |   |  |
|   | 105 - Sgt. D. Chavez |                        | 6               |   |  |
|   | 107 - Dep. R. Veloz  |                        | 27              |   |  |
|   | 109 - N. WADFORD     |                        | 9               |   |  |
|   | 110 - Dep. S. Nunez  |                        | 11              |   |  |
|   | 112 - B. Gardner     |                        | 5               |   |  |
|   | 114 - Dep. A. Kemp   |                        | 11              |   |  |
|   | 128 - B. Pena        |                        | 4               |   |  |
|   | 132 - RO R. Sabroe   |                        | 1               |   |  |
|   | alopez - A. Lopez    |                        | 4               |   |  |
| 181.07K.812040110361K.4K.4V400000000000K.48909KKS300A |                      | Total Service Atempts: | 80              | SERVICE AND |  |

## Cibola County Road Dept.

700 E. Roosevelt Suite 50 Grants NM 87020

505-285-2570 Phone 505-285 3656 Fax



#### Tuesday, November 16, 2017

To: Valerie Taylor - Interim County Manager

Fr: Gary Porter - Public Works Director

Re: Monthly Report: 10/1/17 - 10/31/17 (September)

#### Regular Maintenance

#### Blade & Shape

| Road | Description               |             | <b>Miles</b> |
|------|---------------------------|-------------|--------------|
| C15  | Rinconada Road            |             | 5.053        |
| C29A | Old Bluewater Acres Road  |             | 1.700        |
| C11  | Bibo Ranch Road           |             | 0.636        |
| C12  | DeArmond Springs Road     |             | 0.698        |
| C32  | Zuni Trail                |             | 8.000        |
| C33  | Candy Kitchen Road        |             | 15.125       |
| C34  | Pine Hill Road            |             | 9.744        |
| C52  | El Gallo Road             |             | 0.840        |
| C47  | Mesa Ridge Road           |             | 7.148        |
| C1   | Marquez Road              |             | 1.000        |
| C35  | Fencelake Community Roads |             | 9.064        |
|      |                           | Total Miles | 59.008       |

#### Special Projects

| C20  | San Mateo Rds Sweep, Clean Rodaway.                               |
|------|---|
| C21  | Murray Acres - Cutting trees.                                     |
| C29A | Old Bluewater Acres Rd Cut Trees.                                 |
| C33  | Candy kitchen Rd Clean culverts, catttle guards and put up signs. |
| C22  | Broadview Acres Rd Put up signs.                                  |
| C30  | Bluewater South - Putting up signs.                               |
| C31N | Bluewater North - Put up signs, check culvert on Jeffrey.         |
| C25A | Chapman Rd Clean culvert.   |
|      |   |

| C28        | Bluewater Village - Cut trees.  |
|------------|---|
| C23        | Ralph Card Rd Cut trees.  |
| C49        | Zuni Canyon Rd Clean cattle guards and culverts.                          |
| <i>C6</i>  | Seboyeta - Bibo - Moquino Rds Working on floods.                          |
| C1         | Marquez Rd Clean cattle guards and culverts.                              |
| C13        | San Jose Loop - Working on washouts.                                      |
| C17        | Mt. Taylor Addition - Put up signs.                                       |
| C5         | Moquino - Bibo Loop - Working on washouts, transport equip. back to yard. |
| C47        | Mesa Ridge Rd Clean culverts and cattle guards.                           |
| <i>C</i> 7 | Cubero Loop and Village Rds Put up signs.                                 |
| C10        | Nth Castillo Rd put up signs.   |
| C34        | Pine Hill Rd Clean culverts and cattleguards.                             |
|            |   |

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



#### **MAINTENANCE REPORT**

#### October 2017

|                   |                    | Total Parts &   | Hours  | Me | chanic | To | tal on Repair |
|-------------------|--------------------|-----------------|--------|----|--------|----|---------------|
| <u>Department</u> | <u>Unit Number</u> | <u>Oil</u>      | Worked | 1  | Rate   |    | <u>Order</u>  |
| Road Dept.        | 128                | <i>\$102.05</i> | 10     | \$ | 17.50  | \$ | 277.05        |
| Road Dept.        | 150                | \$28.02         | 1.5    | \$ | 17.50  | \$ | 54.27         |
| Road Dept.        | 151                | \$33.14         | 0.5    | \$ | 17.50  | \$ | 41.89         |
| Road Dept.        | 153                | <i>\$0.55</i>   | 0.75   | \$ | 17.50  | \$ | 13.68         |
| Road Dept.        | 155                | <i>\$35.79</i>  | 1.5    | \$ | 17.50  | \$ | 62.04         |
|                   |                    |                 |        | TO | TAL    | \$ | 448.93        |
| Sheriff's         | G-78720            | \$8.00          | 0.5    | \$ | 17.50  | \$ | 16.75         |
| Sheriff's         | G-88606            | \$22.97         | 4      | \$ | 17.50  | \$ | 92.97         |
| Sheriff's         | G-90204            | \$131.29        | 7      | \$ | 17.50  | \$ | 253.79        |
| Sheriff's         | G-92101            | \$44.77         | 8      | \$ | 17.50  | \$ | 184.77        |
| Sheriff's         | G-92102            | \$40.39         | 6      | \$ | 17.50  | \$ | 145.39        |
| Sheriff's         | G-96110            | \$32.25         | 16     | \$ | 17.50  | \$ | 312.25        |
| Sheriff's         | G-99164            | \$253.62        | 10     | \$ | 17.50  | \$ | 428.62        |
|                   |                    |                 |        | TO | TAL    | \$ | 1,434.54      |

| 127<br>128 |       |          |              |            |              |            |              |          |            |          |             |           |         |            |                    |
|------------|-------|----------|--------------|------------|--------------|------------|--------------|----------|------------|----------|-------------|-----------|---------|------------|--------------------|
| 127<br>128 |       |          |              |            |              | OC         | October 2017 | 17       |            |          |             |           |         |            |                    |
| 127        | 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 #     |                    |
| 128        | Road  | G-18473  | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | N/U         | #VALUE!   | #VALUE! | 127        | Service Truck      |
|            | Road  | G-18464  | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | N/U         | #VALUE!   | #VALUE! | 128        | Welding Truck      |
| 130        | Road  | G-15638  | 34.000       | \$78.56    | 0.000        | \$0.00     | 0.000        | \$0.00   | 34.000     | \$78.56  | 1           | 78.56     | 0.03    | 130        |                    |
| 131        | Road  | 6-29800  | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | 23          | 0.00      | #DIV/0! | 131        |                    |
| 132        | Road  | G-29901  | 39.000       | \$90.37    | 22.000       | \$50.13    | 0.000        | \$0.00   | 61.000     | \$140.50 | 229         | 0.21      | 11.10   | 132        |                    |
| 133        | Road  | 6-23696  | 2.700        | \$6.28     | 27.100       | \$62.43    | 0.000        | \$0.00   | 29.800     | \$68.71  | 420         | 0.16      | 14.09   | 133        | Fuel Truck         |
| 134        | Road  | 6-23697  | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | N/U         | #VALUE!   | #VALUE! | 134        | h h                |
| 135        | Road  | 6-39980  | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | N/N         | #VALUE!   | #VALUE! | 135        |                    |
| 136        | Road  | 6-39988  | 11.000       | \$25.42    | 13.000       | \$30.24    | 0.000        | \$0.00   | 24.000     | \$55.66  | 283         | 0.20      | 11.79   | 136        |                    |
| 137        | Road  | 6-50237  | 24.100       | \$58.15    | 19.100       | \$46.09    | 0.000        | \$0.00   | 43.200     | \$104.24 | 523         | 0.20      | 12.11   | 137        | Richard Cerno      |
| 139        | Road  | 6-57384  | 20.500       | \$47.71    | 43.000       | \$98.86    | 0.000        | \$0.00   | 63,500     | \$146.57 | 1,232       | 0.12      | 19.40   | 139        |                    |
| 140        | Road  | 6-57619  | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | N/U         | #VALUE!   | #VALUE! | 140        |                    |
| 141        | Road  | 6-57618  | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | N/U         | #VALUE!   | #VALUE! | 141        |                    |
| 146        | Road  | 146      | 0.000        | 20.00      | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | N/U         | #VALUE!   | #VALUE! | 146 Welder | Welder             |
| 147        | Road  | 6-66164  | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | 20          | 00.0      | #DIV/0! | 147        |                    |
| 148        | Road  | 6-66165  | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | 148         | 00.00     | #DIV/0! | 148        | John Hobbs         |
| 150        | Road  | G-70482  | 46.100       | \$106.78   | 0.000        | \$0.00     | 0.000        | \$0.00   | 46.100     | \$106.78 | 570         | 0.19      | 12.36   | 150        |                    |
| 151        | Road  | 6-78718  | 27.600       | \$134.01   | 112.300      | \$258.04   | 0.000        | \$0.00   | 169.900    | \$392.05 | 2,996       | 0.13      | 17.63   | 151        |                    |
| 152        | Road  | G-64239  | 0.000        | \$0.00     | 26.000       | \$59.64    | 0.000        | \$0.00   | 26.000     | \$59.64  | 483         | 0.12      | 18.58   | 152        |                    |
| 153        | Road  | G-86952  | 13.000       | \$30.24    | 29.600       | \$137.24   | 0.000        | \$0.00   | 72.600     | \$167.48 | 1,453       | 0.12      | 20.01   | 153        |                    |
| 154        | Road  | 6-86953  | 15.600       | \$36.04    | 17.500       | \$40.21    | 0.000        | \$0.00   | 33.100     | \$76.25  | 229         | 0.11      | 20.45   | 154        |                    |
| 155        | Road  | 6-86954  | 46.000       | \$106.93   | 74.800       | \$171.58   | 0.000        | \$0.00   | 120.800    | \$278.51 | 2,989       | 0.09      | 24.74   | 155        |                    |
| 157        | Road  | 6-91750  | 56.500       | \$131.20   | 64.300       | \$147.66   | 0.000        | \$0.00   | 120.800    | \$278.86 | 2,303       | 0.12      | 19.06   | 157        | Gary Porter        |
| 202        | Road  | G-18484  | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | N/N         | #VALUE!   | #VALUE! | 202        | International      |
| 209        | Road  | G-18476  | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | N/U         | #VALUE!   | #VALUE! | 209        | Mack               |
| 211        | Road  | G-18795  | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | N/N         | #VALUE!   | #VALUE! | 211        | Water Truck        |
| 212        | Road  | G-30550  | 42.100       | \$101.59   | 18.100       | \$43.47    | 0.000        | \$0.00   | 60.200     | \$145.06 | 442         | 0.33      | 7.34    | 212        | Dump Truck         |
| 213        | Road  | G-30549  | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | N/N         | #VALUE!   | #VALUE! | 213        | Dump Truck         |
| 214        | Road  | G-38441  | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | N/N         | #VALUE!   | #VALUE! | 214        | Dump Truck         |
| 215        | Road  | G-67372  | 89.200       | \$215.24   | 20.100       | \$48.51    | 0.000        | \$0.00   | 109.300    | \$263.75 | 540         | 0.49      | 4.94    | 215        | Dump Truck         |
| 216        | Road  | 6-37371  | 65,100       | \$157.09   | 131.500      | \$316.10   | 0.000        | \$0.00   | 196.600    | \$473.19 | 1,001       | 0.47      | 2.09    | 216        | Dump Truck         |
| 217        | Road  | G-70782  | 0.000        | \$0.00     | 53.600       | \$128.70   | 0.000        | \$0.00   | 53.600     | \$128.70 | 147         | 0.88      | 2.74    | 217        | Dump Truck         |
| 218        | Road  | 218      | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | N/N         | #VALUE!   | #VALUE! | 218        | Distributor        |
| 219        | Road  | 219      | 0.000        | 20.00      | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | N/N         | #VALUE!   | #VALUE! | 219        | Water Truck        |
| 220        | Road  | 220      | 159.200      | \$417.58   | 220.000      | \$575.74   | 0.000        | \$0.00   | 379.200    | \$993.32 | 1,435       | 69'0      | 3.78    | 220        | New Mack Transport |
| 305        | Road  | 305      | 0.000        | \$0.00     | 0.000        | \$0.00     | 0.000        | \$0.00   | 0.000      | \$0.00   | 9           | 0.00      | #DIV/0! | 305        | Backhoe            |
| 306        | Road  | 306      | 0.000        | 80.00      | 55.300       | \$133.15   | 0.000        | \$0.00   | 55.300     | \$133.15 | 15          | 8.88      | 0.27    | 306        | Roller             |

| Т        | $\overline{}$ | Т       |              | Т       | _       | 1             | ·          | T          |           | _           | _           | Т        |         |          |
|----------|---------------|---------|--------------|---------|---------|---------------|------------|------------|-----------|-------------|-------------|----------|---------|----------|
| Loader   | Backhoe       | Bobcat  |              | Mower   | Sweeper | Chip Spreader | New Roller | New Loader | CAT Blade | Volvo Blade | Volvo Blade | Dozer    |         |          |
| 307      | 308           | 309     | UNIT #       | 310     | 311     | 312           | 313        | 314        | 416       | 417         | 418         | 201      | x-gas   | x-diesel |
| 0.29     | 0.64          | #VALUE! | MPG          | #VALUE! | #DIV/0! | #VALUE!       | #VALUE!    | 0.46       | 0:30      | 9:36        | 97.0        | 92.0     | 0.00    | #VALUE!  |
| 8.39     | 3.74          | #VALUE! | Cost/Mile    | #VALUE! | 0.00    | #VALUE!       | #VALUE!    | 5.29       | 8.11      | 6.61        | 97.58       | 6.73     | #DIV/0! | #VALUE!  |
| 43       | 37            | N/U     | Total miles  | N/U     | 1       | N/U           | N/U        | 26         | 27        | 81          | 77          | 43       | 0       | W///     |
| \$360.65 | \$138.30      | \$0.00  | Total \$     | \$0.00  | \$0.00  | \$0.00        | \$0.00     | \$137.55   | \$218.99  | \$535.59    | \$714.67    | \$289.57 | \$17.06 | 00 00    |
| 149.900  | 57.400        | 0.000   | Total Gal.   | 0.000   | 0.000   | 0.000         | 0.000      | 27.000     | 91.200    | 222.400     | 296.800     | 120.400  | 5.100   | 0000     |
| \$0.00   | \$0.00        | \$0.00  | Other \$     | \$0.00  | \$0.00  | \$0.00        | \$0.00     | \$0.00     | \$0.00    | \$0.00      | \$0.00      | \$0.00   | \$0.00  | 80 00    |
| 0.000    | 0.000         | 0.000   | Other Gal.   | 0.000   | 0.000   | 0.000         | 0.000      | 0.000      | 0.000     | 0.000       | 0.000       | 0.000    | 0.000   | 0000     |
| \$360.65 | \$82.31       | \$0.00  | End Mo. \$   | \$0.00  | \$0.00  | \$0.00        | \$0.00     | \$0.00     | \$218.99  | \$421.68    | \$516.55    | \$289.57 | \$0.00  | 00 00    |
| 149.900  | 34.200        | 0.000   | End Mo. Gal. | 0.000   | 0.000   | 0.000         | 0.000      | 0.000      | 91.200    | 175.200     | 214.700     | 120.400  | 0.000   | 0000     |
| \$0.00   | \$55,99       | \$0.00  | Mid Mo. \$   | \$0.00  | \$0.00  | \$0.00        | \$0.00     | \$137.55   | \$0.00    | \$113.91    | \$198.12    | \$0.00   | \$17.06 | 0000     |
| 0.000    | 23.200        | 0.000   | Mid MO. Gal. | 0.000   | 0.000   | 0.000         | 0.000      | 27.000     | 0.000     | 47.200      | 82.100      | 0.000    | 5.100   | 0000     |
| 307      | 308           | 309     | UNIT NO.     | 310     | 311     | 312           | 313        | 314        | 416       | 417         | 418         | 501      | x-gas   | 1000     |
| Road     | Road          | Road    | DEPT.        | Road    | Road    | Road          | Road       | Road       | Road      | Road        | Road        | Road     | Road    |          |
| 307      | 308           | 309     | UNIT #       | 310     | 311     | 312           | 313        | 314        | 416       | 417         | 418         | 201      |         |          |

## 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 October 2017

|            |           | UNI       | LEADED |            |    |          |
|------------|-----------|-----------|--------|------------|----|----------|
| VEHICLE #  | COST/MILE | MPG       | MILES  | TOTAL GAL. | 70 | TAL COST |
| G-18473    | #VALUE!   | #VALUE!   | N/U    | 0.000      | \$ |          |
| G-18464    | #VALUE!   | #VALUE!   | N/U    | 0.000      | \$ |          |
| G-15638    | 78.56     | 0.03      | 1      | 34.000     | \$ | 78.56    |
| G-29800    | 0.00      | #DIV/0!   | 23     | 0.000      | \$ |          |
| G-29091    | 0.21      | 11.10     | 677    | 61.000     | \$ | 140.50   |
| G-23696    | 0.16      | 14.09     | 420    | 29.800     | \$ | 68.71    |
| G-23697    | #VALUE!   | #VALUE!   | N/U    | 0.000      | \$ |          |
| G-39980    | #VALUE!   | #VALUE!   | N/U    | 0.000      | \$ |          |
| G-39988    | 0.20      | 11.79     | 283    | 24.000     | \$ | 55.66    |
| G-57384    | 0.12      | 19.40     | 1,232  | 63.500     | \$ | 146.57   |
| 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    | 0.00      | #DIV/0!   | N/U    | 0.000      | \$ |          |
| G-66165    | 0.00      | #DIV/0!   | N/U    | 0.000      | \$ |          |
| G-70482    | 0.19      | 12.36     | 570    | 46.100     | \$ | 106.78   |
| G-78718    | 0.13      | 17.63     | 2,996  | 169.900    | \$ | 392.05   |
| G-64239    | 0.12      | 18.58     | 483    | 26.000     | \$ | 59.64    |
| G-86952    | 0.12      | 20.01     | 1,453  | 72.600     | \$ | 167.48   |
| G-86953    | 0.11      | 20.45     | 677    | 33.100     | \$ | 76.25    |
| G-86954    | 0.09      | 24.74     | 2,989  | 120.800    | \$ | 278.51   |
| G-91750    | 0.12      | 19.06     | 2,303  | 120.800    | \$ | 278.86   |
| Extra card | #DIV/0!   | 0.00      | 0      | 5.100      | \$ | 17.06    |
|            | 7         | TOTAL GAS |        | 806.700    | \$ | 1,866.63 |

|               |           | DIES     | SEL FUEL |            |    |           |
|---------------|-----------|----------|----------|------------|----|-----------|
| VEHICLE #     | COST/MILE | MPG      | MILES    | TOTAL GAL. | TO | TAL COST  |
| G-50237       | 0.20      | 12.11    | 523      | 43.200     | \$ | 104.24    |
| 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       | 0.33      | 7.34     | 442      | 60.200     | \$ | 145.06    |
| G-30549       | #VALUE!   | #VALUE!  | N/U      | 0.000      | \$ |           |
| G-38441       | #VALUE!   | #VALUE!  | N/U      | 0.000      | \$ |           |
| G-67372       | 0.49      | 4.94     | 540      | 109.300    | \$ | 263.75    |
| G-67371       | 0.47      | 5.09     | 1,001    | 196.600    | \$ | 473.19    |
| G-70782       | 0.88      | 2.74     | 147      | 53.600     | \$ | 128.70    |
| Distributor   | #VALUE!   | #VALUE!  | N/U      | 0.000      | \$ | Frank L   |
| Water Truck   | #VALUE!   | #VALUE!  | N/U      | 0.000      | \$ |           |
| New Transport | 0.69      | 3.78     | 1,435    | 379.200    | \$ | 993.32    |
| 305           | 0.00      | #DIV/0!  | 6        | 0.000      | \$ |           |
| 306           | 8.88      | 0.27     | 15       | 55.300     | \$ | 133.15    |
| 307           | 8.39      | 0.29     | 43       | 149.900    | \$ | 360.65    |
| 308           | 3.74      | 0.64     | 37       | 57.400     | \$ | 138.30    |
| 309           | #VALUE!   | #VALUE!  | N/U      | 0.000      | \$ |           |
| 310           | #VALUE!   | #VALUE!  | N/U      | 0.000      | \$ | -         |
| 311           | 0.00      | #DIV/0!  | 1        | 0.000      | \$ |           |
| 312           | #VALUE!   | #VALUE!  | N/U      | 0.000      | \$ |           |
| 313           | #VALUE!   | #VALUE!  | N/U      | 0.000      | \$ | -         |
| 314           | 5.29      | 0.46     | 26       | 57.000     | \$ | 137.55    |
| 416           | 8.11      | 0.30     | 27       | 91.200     | \$ | 218.99    |
| 417           | 6.61      | 0.36     | 81       | 222.400    | \$ | 535.59    |
| 418           | 9.28      | 0.26     | 77       | 296.800    | \$ | 714.67    |
| 501           | 6.73      | 0.36     | 43       | 120.400    | \$ | 289.57    |
| Extra card    | #VALUE!   | #VALUE!  | N/U      | 0.000      | \$ | 1 . 1 . 1 |
|               | TO        | TAL DIES | EL       | 1892.500   | \$ | 4,636.73  |

\*N/U = NOT USED



NEW MEXICO · EST. 1981

# NO DOCUMENTATION TO REVIEW

#### NORTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS

# MEMBERSHIP AGREEMENT with CIBOLA COUNTY Fiscal Year 2018

This Agreement is entered into by and between <u>Northwest New Mexico Council of Governments</u> (hereinafter "COG") and <u>Cibola County</u> (hereinafter "MEMBER"), pursuant to the following conditions and terms:

- 1. COG agrees to provide for the following:
  - a. Performance of professional work in service to the MEMBER, including specific assignments as requested and mutually concurred by the MEMBER and COG throughout the course of this Agreement, drawn from the COG's Menu of Services (attached hereto); such service to include assignment of professional staff to direct Member Services, in alignment with the Member Dues & Services policy adopted by the COG Board of Directors (attached hereto).
  - b. Continued leadership and performance in local and regional development activities, as supported by local, state, federal and philanthropic grants and contracts.
  - c. Competent management and stewardship of the COG's resources and responsibilities, on behalf of its Members.
- 2. MEMBER agrees to provide for the following:
  - a. To remain a voting member on the COG's Board of Directors, to consist of up to two (2) representatives to the Board and up to two (2) alternates, and to participate in the COG's governance, policy development and administrative oversight.
  - b. To pay annual dues into the treasury of the COG in the amount of \$20,000 per annum, such payment to be rendered in quarterly increments for the annual period July 1, 2017 through June 30, 2018.
- 3. It is mutually understood and agreed that:
  - a. A portion of the Membership dues shall be committed to the support of the COG organization as a whole and to its general operating and overhead expenses, including matching funds as required for certain state and federal grants;
  - b. A portion of the dues shall be available for direct communications with and services to the MEMBER, including specific assignments as requested and mutually concurred by the MEMBER and the COG; and
  - c. For significant tasks and assignments requiring staffing above and beyond the levels specified herein, the COG may negotiate for and/or assist in securing additional funds to supplement this agreement.

| NORTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS | CIBOLA COUNTY                    |  |  |  |  |
|---|----------------------------------|--|--|--|--|
| Date:                                       | Date:                            |  |  |  |  |
| Glojean Todacheene, Board Chair             | Jack Moleres, Commission Chair   |  |  |  |  |
| ATTEST:                                     | ATTEST:                          |  |  |  |  |
| Jeff Kiely, Executive Director              | Michelle Dominguez, County Clerk |  |  |  |  |



#### **Professional Land Surveying Services**

P.O. Box 770, Ramah, NM, 87321-0770, Ph:505-783-4020, Cell:505-870-6901, HEISurveys @Yahoo.com

Date: November 9, 2017

Name:

Cibola County

Address:

515 W. High St.

City & State:

Grants, NM 87020

Phone: 505-285-2555

Contact: Anna Larson

Email: alarson@co.cibola.nm.us

Dear Ms. Larson,

Thank you for your request for proposal for surveying services situated in Valencia Subd., Unit 5, Block 1 (R18158), City of Grants, Cibola County, New Mexico.

(Property address: 700 Roosevelt Ave.)

We are pleased to submit this estimate as shown below:

Survey & Land Division

\$1,600.00

New Mexico Gross Receipts Tax (6.6875%):

\$ 109.00

Total:

\$1,709.00

Accepted:

Date:

All work in New Mexico will be supervised by Clyde J. King, NMPS #13979.

We will begin document research immediately upon receipt of this signed and dated proposal. Make check(s) payable to Hammon Enterprises, Inc. (NOTE: Above amount does not include City/County Application Fees or filing fees).

Please be advised this quote is only good for thirty days unless otherwise agreed upon.

Sincerely,

Albert B. Hammon

#### **Anna Larson**

From:

Mike Daly <arrowengineering1@gmail.com>

Sent:

Tuesday, November 07, 2017 10:03 AM

To:

'Anna Larson'

Subject:

RE: Request for Quote

#### Anna,

Thanks for thinking of me. I'm only doing a minimum of work. I suggest you contact Albert Hammon or DePauli Engineering & Surveying Mike

Michael Daly Arrow Engineering 1408 Linda Drive Gallup, NM 87301-5616

Cell: 505-870-3430

e-mail: arrowengineering1@gmail.com

From: Anna Larson [mailto:alarson@co.cibola.nm.us]

Sent: Tuesday, November 07, 2017 9:54 AM

To: arrowengineering1@gmail.com

Cc: 'Valerie Taylor' <vtaylor@co.cibola.nm.us>

Subject: Request for Quote

#### Hello,

Cibola County would like to request a quote for a parcel split of property located at 700 Roosevelt Ave. Please see the attached maps that show general location and the general area to be split from the larger parcel. The plat will need to meet the requirements for approvals through the City of Grants Planning and Zoning Process for a split of property. We would like the survey to be completed as soon as possible. Please include an estimate of time required to complete the process.

Please contact me if you need further instructions.

Thank you.

Anna Larson Cibola County GIS 515 W. High St Grants, NM 87020 Office (505) 285-2555 PRECISION ...

Precision Surveys, Inc. 9200 San Mateo BI NE Albuquerque, NM 87113 US (505) 856-5700 larry@presurv.com

#### PROPOSAL

**ADDRESS** 

Cibola County ATTN: Anna Larson 515 W. High St. Grants, New Mexico 87020 PROPOSAL # 2640 DATE 11/07/2017

| ACTIVITY   | QTY  | RATE   | AMOUNT    |
|--|------|--------|-----------|
| Subdivision Survey for a certain of land situate within Section 19, Township 11N. Range 9W., located at 700 Roosevelt Ave, Cibola County, Grants, NM                 |      |        |           |
| Clerical-Open Job<br>Clerical-Assign JN, order documents, input in database, print label. Order<br>bluestakes and as-built drawings.                                 | 1.50 | 42.00  | 63.00T    |
| Research Technician Research Technician-Search for plats, deeds, easements and other documents.  | 2    | 78.00  | 156.00T   |
| Crew-Subdivision 2 Person Field Crew-Perform property corner search and locate improvements, set corners.  | 13   | 120.00 | 1,560.00T |
| Field Tech-Subdivision Field Technician Perform property corner search and locate improvements, set corners.   | 4    | 120.00 | 480.00T   |
| Cadd-Subdivision Cad Technician-Prepare Subdivision Plat   | 8    | 78.00  | 624.00T   |
| Office Tech-Calculations Office Tech-Perform Calculations for property corner search   | 1    | 78.00  | 78.00T    |
| Office Tech-Checking Office Technician-Office Tech-Perform Math Closures, spell check and other quality control tasks.   | 1    | 78.00  | 78.00T    |
| Crew-Travel 2 Person Field Crew-Trip to site more than one hour from office  | 5    | 180.00 | 900.00T   |
| Lodging<br>Reimbursable Expense - Lodging at 2017 Federal rate of \$93 per night per<br>person   | 2    | 93.00  | 186.00    |
| Meals and Incidentals Reimbursable Expense - Meals and Incidentals at 2017 Federal rate of \$51.00 per day per person  | 4    | 51.00  | 204.00    |
| Mileage<br>Reimbursable Expense - Mileage at 2017 Federal rate of \$0.535 per mile   | 340  | 0.535  | 181.90    |
| Public Liaison Services Public Liaison-Make submittals, get signatures from utilities, attend meetings.  | 12   | 78.00  | 936.00T   |
| NMPS<br>New Mexico Professional Surveyor   | 1.50 | 150.00 | 225.00T   |
| All work can be completed within 10-15 full working days from notice to proceed.   |      |        |           |
| NOTE: Fee does not include application/recording fees which are reimbursable items that will be invoiced seperately. Estimated fees are from \$300.00 - \$500.00 +/- |      |        |           |

We look forward to working with you.

SUBTOTAL TAX (8.125%) TOTAL 5,671.90 414.38

\$6,086.28

| Anna Larson   |   |  | BING/AN |
|---|---|--|---------|
| From:<br>Sent:<br>To:<br>Subject:                               | Russell Elliott <rusty@elliottsurv<br>Friday, November 10, 2017 9:07<br/>Anna Larson<br/>Re: Request for quote</rusty@elliottsurv<br> |  |         |
| within 10 work days of your                                     | accaptance. We can complete the   | st to be \$9500 plus sales tax. We can usually state to be survey within 10 business days. County this will depend on your county requlatory   | art     |
| Thanks,<br>Rusty  |   |  |         |
| On Tue, Nov 7, 2017 at 9:56                                     | AM, Anna Larson <a larson@cc<="" td=""><td>o.cibola.nm.us&gt; wrote:</td><td></td></a>  | o.cibola.nm.us> wrote:   |         |
| Hello,  |   |  |         |
| see the attached maps that signal plat will need to meet the re | show general location and the ger<br>equirements for approvals through<br>would like the survey to be comp                            | lit of property located at 700 Roosevelt Ave. Ple<br>eneral area to be split from the larger parcel. The<br>gh the City of Grants Planning and Zoning Proce<br>pleted as soon as possible. Please include an | 9       |
| Please contact me if you nee                                    | ed further instructions.  |  |         |
| Thank you.  |   |  |         |
| Anna Larson   |   |  |         |
| Cibola County GIS   |   |  |         |
| 515 W. High St  |   |  |         |

Grants, NM 87020

Office (505) 285-2555

Russell D. Elliott

NM Professional Surveyor New Mexico Tech Adjunct Professor (Engineering Surveying)

#### **Elliott Land Surveying- New Mexico**

cell- 505-280-6729

email- <u>rusty@elliottsurveying.net</u>

web- http://www.elliottsurveying.net

This transmission is intended only for the addressee. It may contain privileged or confidential information. Any unauthorized disclosure is prohibited.

#### Valerie Taylor

From:

Steininger, Michael, DFA < Michael. Steininger@state.nm.us>

Sent:

Tuesday, October 24, 2017 10:53 AM

To:

Valerie Taylor

Subject:

Commission authorizations

WHEREAS, the Board of County Commissioners has determined that it is in the best financial interest of the County to authorize the Cibola County Manager to approve disbursement of signed vendor checks for monthly re-occurring utility and lease payments for County facilities and equipment, that may otherwise incur late charges if said payments are not made in a timely manner; and,

WHEREAS, the Board of County Commissioners has determined that it is in the best financial interest of the County to authorize the Cibola County Manager to approve disbursement of signed vendor checks for reoccurring (semi-annual, annual, or other regularly schedule cycle) debt service payment (principal, interest, and fees) that must be made in a timely manner; and,

WHEREAS, the Board of County Commissioners has determined that it is in the best financial interest of the County to authorize the Cibola County Manager to authorize and sign for purchases and contracts up to \$20,000 as regular operating procedures (this does not include purchases and contracts procured via a formal Invitation-to-bid (ITB) or Request-for-Proposal (RFP) process; and,

**WHEREAS,** the vendor checks for utilities, leases, debt service payments, and state agency disbursements, along with all other vendor checks, shall be brought before the Board of County Commissioners at a regularly scheduled meeting for review.

Michael P. Steininger, CMO, CPS, CPO, CTO NM DFA-LGD, Special Director Michael.Steininger@state.nm.us

Cell: 505-629-3449



## CIBOLA COUNTY PROFESSIONAL SERVICES CONTRACT

#### #17-11-D1

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Cibola County and the County Manager, to the extent of her financial authority, hereinafter referred to as the "COUNTY" and PARKHURST PHARMACY hereinafter referred to as the "CONTRACTOR" for the purpose of providing certain pharmacy services to the inmates held in the custody of the County and currently housed at CoreCivic, hereinafter referred to as the "FACILITY".

#### IT IS AGREED BETWEEN THE PARTIES:

#### 1. Scope of Work

Contractor will serve as a pharmacy for the Facility. The services provided will include, but are not limited to:

- A) The provision of pharmacy services for inmates or detainees at the Facility.
- B) Accept ordering of any prescriptive, generic, or over the counter (OTC) drugs over fax or email.
- C) Complete all necessary written documentation regarding assessment, prescriptions, orders and treatment provided under this Agreement. This includes cooperation with any audit of the pharmacy services being provided to assess efficiency and/or compliance with all state and federal laws.
- D) Consult as necessary with the Facility's staff and designated administrative personnel during normal business hours or in the event of an emergency.
- E) Cooperate fully with the Facility to evaluate the quality of pharmacy services being delivered to detainees or inmates and/or the effectiveness of the services.
- F) Represent the Facility as the alternate pharmacy for the purposes of auditing and compliance.
- G) Cooperate with the County in preparing necessary documentation in order to procure third-party payments when available, although, billing

- F) Represent the Facility as the alternate pharmacy for the purposes of auditing and compliance.
- G) Cooperate with the County in preparing necessary documentation in order to procure third-party payments when available, although, billing to third party payers will be the responsibility of the County or the Facility.
- H) Provide pharmacy services in a timely manner; no later than the next business day following the order from the Facility, except in the case of emergency.
- I) Upon notification by the Facility of an emergent need, time will be of the essence.
- [] Coordinate with the Facility for pick-up.
- K) Assist the Facility in developing pharmacy policies, procedures, and protocols if required.
- L) Provide and maintain sufficient information to properly track all orders from the Facility to the pharmacy and prescriptions and orders from the pharmacy to the Facility.
- M) Perform, as required, any drug utilization reviews and/or reports deemed necessary by the State, County, Facility, Correctional Medical Services, and any professional pharmacy board.
- N) Be available for ordering of medication at least five (5) days per week.
- O) Fill all orders for generic prescription and OTC drugs and medications through Blister Pack Medications wherever feasible.
- P) Cooperate and assist with inspections and participation in monthly Pharmacy and Therapeutics committee meetings as requested.
- Q) Provide and be responsible for pharmacy services and maintenance of appropriate supervision of any pharmacists, staff, or administrative personnel that may be required in fulfilling this Agreement.
- R) Require that personnel assisting in fulfilling responsibilities to the Facility possess the appropriate credentials and licensure for the services offered.

#### 2. <u>Compensation</u>

- **a.** The Contractor will charge Average Wholesale Price (AWP) as be established and maintained by First Data Bank.
  - i. Brand Pharmaceuticals: priced at AWP minus 13% + \$7.00 fee.
  - ii. Generic Pharmaceuticals: priced at AWP minus 22% + \$7.00 fee.
  - iii. Unit Dose Packaging on request.
- b. The County shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables, milestones, and performance measures as delineated, such compensation not to exceed \$60,000 over the course of this Agreement inclusive of gross receipts tax, if applicable.
- c. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices must be submitted to the County's Indigent Department no later than two weeks prior to the monthly Cibola County Commission Meeting. All indigent payments must be approved by

the Commission, which typically meets the fourth Thursday of each month. It is expected that payment will be made within one week following Commission approval.

- d. Contractor must submit a detailed statement accounting for all services performed with each invoice. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
- e. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

#### 3. Term.

This Agreement shall terminate one (1) year from the date of execution or until services exceed \$60,000, which is not expected. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

#### 4. Termination.

a. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for defaults under or breaches pre-termination of this Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE

COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

## 5. Appropriations.

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

#### 6. Status of Contractor.

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

#### 7. Assignment.

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

#### 8. Subcontracting.

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

#### 9. Release.

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

## 10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County. Further, the Contractor will abide by all state and federal laws regarding the maintenance of patient confidentiality and medical records.

## 11. Product of Service -- Copyright.

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

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

- **a.** The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- b. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
  - i. in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is

- employed by the County and participating directly or indirectly in the County's contracting process;
- ii. this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
- iii. in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;
- iv. in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- v. in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.
- c. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article VII were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.
- d. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

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

#### 14. Merger.

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

#### 15. Penalties for violation of law.

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

## 16. Equal Opportunity Compliance.

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

## 17. Applicable Law.

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

## 18. Workers Compensation.

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

#### 19. Records and Financial Audit.

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

#### 20. Disclaimer and Hold Harmless.

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

#### 21. Indemnification.

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

The Contractor shall maintain liability and malpractice insurance in the amounts required by the State of New Mexico. This insurance will be fully applicable to all services rendered by the Contractor and any of its employees under this Agreement, subject to the terms and exclusion of the policy. If occurrence coverage is not available, claims-made coverage with a three-year trail is to be provided for the same amounts and aggregates as detailed above. The Contractor will provide the County with a certificate evidencing such insurance coverage upon execution of the Agreement. The

Contractor agrees to provide the County with any notice of cancellation or alteration of insurance coverage.

#### 22. Invalid Term or Condition.

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

#### 23. Enforcement of Agreement.

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

#### 24. Authority.

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

## 25. Lobbying.

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

#### 26. Standard of Care.

All services provided by Contractor under this Agreement shall be consistent with accepted professional standards of pharmacy care and all applicable correctional facility standards.

#### 27. Survival.

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

#### 28. Succession.

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

#### 29. Force Majeure.

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

#### 30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon; recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court. Nothing in this paragraph shall affect either party's ability to seek from a court injunctive or equitable relief at any time to the extent same is not precluded by another provision of this Agreement.

#### 31. Notice to Proceed.

a. It is expressly understood that this Agreement is not binding upon the County until it is executed by the Authorized Signatories. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

#### 32. Attorney's Fees.

a. In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of

such action shall NOT be entitled to an award of attorneys' fees and court costs.

#### 33. Cooperation.

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

#### 34. Order of Precedence.

- a. In the event of any conflict among contract documents, the following order of precedence shall apply:
  - 1. Any contract amendment(s), in reverse chronological order; then
  - 2. this contract itself.

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

- a. The contractor shall defend, at its own expense, the County of Cibola against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Cibola based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Cibola for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Cibola shall:
  - i. give the contractor prompt written notice of any claim;
  - ii. allow the contractor to control the defense or settlement of the claim; and
  - iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.
- b. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:
  - i. provide a procuring agency of the County the right to continue using the product or service;
  - ii. replace or modify the product or service so that it becomes non-infringing; or
  - iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less

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

## 36. Notices.

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

To the County: Valerie Taylor, Interim County Manager 700 E. Roosevelt Ave., Suite 50 Grants, NM 87020

To the Contractor: Trust Pharmacy 1000 Roosevelt Grants, NM 87020

## 37. Certification Regarding Debarment

Contractor, by signing this Agreement, provides certification to the County the Contractor is not debarred, suspended, or proposed for debarment by any Federal or New Mexico State Department or agency.

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

| PASSED, APPROVED and ADOPTED this | day of | , 2017. |
|-----------------------------------|--------|---------|
|                                   |        |         |
| Jack Moleres, Chairman            |        |         |
|                                   |        |         |
|                                   |        |         |
| Robert Armijo, Vice Chair         |        |         |

| Robert Windhorst, Member                  |                            |
|---|----------------------------|
|   |                            |
|   |                            |
|   |                            |
| Martha Garcia, Member                     |                            |
|   |                            |
|   |                            |
|   |                            |
| Daniel Torrez, Member                     |                            |
|   |                            |
|   |                            |
| ATTEST:                                   |                            |
|   |                            |
|   |                            |
|   |                            |
| Michelle Dominguez                        |                            |
| County Clerk                              |                            |
|   |                            |
| 0 94                                      |                            |
| By: Ence Haliner                          | Date: 11-13-17             |
| Contractor                                |                            |
|   |                            |
|   |                            |
| Printed Name: Farene L Gatier             | rez                        |
| $\mathcal{L}$                             |                            |
|   |                            |
|   |                            |
|   |                            |
|   |                            |
| By:                                       | Date:                      |
| Interim Cibola County Manager, to the ext | ent of financial authority |

Printed Name: Valerie Taylor



# Trust Pharmacy

## 1000 Roosevelt

# Grants, NM 87020

505-287-3913

October 5, 2017

Cibola County

**Professional Services Contract** 

Trust Pharmacy agrees to abide to Cibola Contract presented.

## Our bid is;

- i. Brand Pharmaceuticals: priced a AWP minus 13% + \$7.00
- ii. Generic Pharmaceuticals: priced at AWP minus 22% + \$7.00
- iii. Unit Dose Packaging on request.
- iv. We will deliver if needed.

Sincerely,

Eugene L Gutierrez

(Owner)



Serving Grants and Cibola County Since 1968

1208 Bonita St Grants, NM 87020 (505)287-4641

Cibola County Manager Pharmaceutical Services for Inmates Contract

Valerie Taylor,

Parkhurst Pharmacy would be delighted to continue our past relationship concerning fulfillment of prescriptions for Cibola County inmates. In order to continue our services, Parkhurst Pharmacy will commit to the following terms:

- 1. Price Brand Pharmaceuticals\*: priced at AWP minus 13% + \$7.00 fee
- 2. Price Generic Pharmaceuticals\*: priced at AWP minus 22% + \$7.00 fee \*AWP = Average Wholesale Price as established by First Data Bank or other independent 3<sup>rd</sup> party.
- 3. Provide unit dose packaging for inmate specific prescriptions.
- 4. Would prefer pickup by facility but will deliver as necessary.
- 5. Matt Munson will act as consultant pharmacist if one is not available from CoreCivic.
- 6. Advise onsite medical staff if a cheaper pharmaceutical option is available.

Parkhurst Pharmacy looks forward to continuing our established record of great service for Cibola County.

Thanks,

Matt Munson, Pharm D., RPh.

## Cibola County Commission Jack P. Moleres, Chairman

Robert J. Armijo, 1st Vice-Chair

Martha Garcia, Commissioner

Robert S. Windhorst, 2nd Vice-Chair Daniel J. Torrez, Commissioner

**Cibola County** 700 E. Roosevelt Ave., Suite 50

Grants, New Mexico 87020

Phone (505) 287-9431 - Fax (505) 285-5434



Valerie Taylor Interim County Manager

November 1, 2017

To: Walmart Pharmacy

Cibola County is seeking pharmacy services for Cibola County Inmates currently being housed at Corecivic in Milan, NM. Attached you will find the agreement and scope of work for what the county requires for such services. If you feel that you can meet these requirements please submit your quote to Cibola County no later than Wednesday November 8, 2017. Your quote if you so choose to submit one will need to be on company letter head. Please feel free to contact me should you have any questions, 505-285-2513. Thank you for your time.

Sincerely,

Wendy Self

Cibola County Procurement Agent

Wencly Self

## **Cibola County Commission** Jack P. Moleres, Chairman

Robert J. Armijo, 1st Vice-Chair

Martha Garcia, Commissioner

Robert S. Windhorst, 2nd Vice-Chair Daniel J. Torrez, Commissioner

700 E. Roosevelt Ave., Suite 50

Cibola County

Grants, New Mexico 87020

Phone (505) 287-9431 - Fax (505) 285-5434



Valerie Taylor Interim County Manager

November 1, 2017

To: Walgreens Pharmacy

Cibola County is seeking pharmacy services for Cibola County Inmates currently being housed at Corecivic in Milan, NM. Attached you will find the agreement and scope of work for what the county requires for such services. If you feel that you can meet these requirements please submit your quote to Cibola County no later than Wednesday November 8, 2017. Your quote if you so choose to submit one will need to be on company letter head. Please feel free to contact me should you have any questions, 505-285-2513. Thank you for your time.

Sincerely,

Wendy Self

Cibola County Procurement Agent