



CIBOLA COUNTY BOARD OF COMMISSIONERS

Jack Moleres
Chairman

Robert Armijo
1st Vice Chairman

Robert Windhorst
2nd Vice Chairman

Daniel Torrez
Commissioner

Martha Garcia
Commissioner

**Regular Meeting
December 28, 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 November 30th, 2017 Board of Finance Meeting
- b. Minutes from November 30th, 2017 Regular Meeting

9. Reports

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

10. Presentations

- a. Presentation Jeff Kiely Executive Director of NW NM Council of Governments

11. New Business – Action May Be Take

- a. Resolution 17-47-Establishing A Holiday Schedule
- b. Consideration of Contracts For The Housing of Inmates Between:
 - a) Cibola County and the Village of Milan

- b) Cibola County and City of Grants
- c. Consideration of Submission of Comments To The U.S. Fish and Wildlife Service's Regarding: The Mexican Wolf Recovery Program "Initial Release and Translocation Proposal for 2018"
- d. Consideration of Amendment to Lease Agreement Between Cibola County and NM Dept. of Veteran's Services-Decrease of Square Footage
- e. Exemption Requested by County Clerk-Furlough Days, Overtime, Early Voting, County Vehicles
- f. Discussion of Compliance Budget

12. Manager's Report

13. Executive Session

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

14. Announcements

The next Regular Commission Meeting will be held on Thursday, January 25, 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
Regular Meeting
Thursday November 30th, 2017

The Cibola County Commission held a Regular Meeting on Thursday November 30th, 2017 at 5:00 pm in the Cibola County Commission Center

Elected Officials Present Staff

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

Valerie Taylor, Interim County Manager
Michelle Dominguez, County Clerk
Natalie Grine, Chief Deputy Clerk
Michael Hildebrandt, Financial Analyst

A. CALL TO ORDER

Chairman Moleres, called the meeting to Order at 5:02 pm.

B. ROLL CALL

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

C. Pledge of Allegiance Recited by all.

D. Prayer 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

October 26, 2017 Regular Commission Meeting.

Commissioner Armijo made a motion to approve the minutes for the Regular Commission meeting of October 26th, 2017 second by Commissioner Torrez 5-0 affirmative.

November 14th, 2017 Special Meeting.

Commissioner Windhorst made a motion to approve the minutes for the Special meeting of November 14th, 2017 second by Commissioner Garcia 4-0 affirmative. 1st Chairman Armijo abstained from voting.

October 19th, 2017 Emergency Meeting

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

G. Commissioners Report

Commissioner Torrez, No comment at this time

Commissioner Armijo thanked Gary Porter for his hard work on maintaining the roads throughout the County, especially with the equipment he has. Commissioner Armijo asked if any of the other Commissioners were going to the 2018 Legislative Conference in Santa Fe, Commissioner Armijo would like to attend.

Commissioner Windhorst thanked everyone for doing a great job, he especially thanked the Sheriff's Department.

Commissioner Garcia, No comment at this time

Commissioner Moleres stated that the Saint Teresa Bazar was held over the past weekend, and was a great success. Commissioner Moleres also thanked everyone for doing a great job.

H. Public Comment

Jacoby Kerstin stated that he has started a petition in Bluewater area against the installation of a cell tower going up by Sacred Winds he mentioned it would be an eye sore on the community.

Denise Duvier stated that she is recently retired and moved to Bluewater Village for the fresh air and beautiful scenery, she stated that she is against a cell tower going up in the middle of the Village.

Scott Bengasi mentioned that he too is against a cell tower going up in the middle of Bluewater Village, the health issues associated with a cell tower are not great.

Sylvia Knotts stated that she has concerns about animals that are loose in the county, she mentioned that it is the responsibility of the owners to keep their animals confined in there yards. Mrs. Knotts also mentioned that Interim Manager Taylor was doing an excellent job.

Gary Ford stated that Bluewater Village does not want a tower built.

Rony Pynes thanked the commissioners for finally getting a professional to come in and properly assess the properties.

Lori Vigil Cibola County Substance Abuse Prevention Coordinator presented the findings of a survey conducted this year in the county. According to Mrs. Vigil there has been an increase in opioid-related visits to the local emergency room. From 2011 and 2015 there were 65 visits related to overdoses, from January and August 2017 the amount was 46. Mrs. Vigil mentioned that the problem is nationwide not only here in our State.

I. Presentations

a. Presentation on the Opioid Epidemic

Nachawait Law Firm gave a brief presentation to the commission about the role pharmaceutical manufacturers have in the widespread abuse of opioids, this also includes the financial ramifications.

J. 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. Commissioner Garcia expressed her concern to Sherriff Mace that crimes in District 5 were going unreported, Commissioner Garcia stated that working with the tribal police could alleviate some of the strain of serving such a large county. Sheriff Mace replied the issue of cross-commissioning involves liability his office is unable to absorb. Sheriff Mace also mentioned that state law prevents him from issuing commissions.

b. Monthly Road Department Report Gary Porter gave a brief report on all the work the Road Department has completed in the month of November, 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 59.008 total 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.

K. Old Business-Action May Be Taken

No Old Business at this time.

L. New Business-Action May Be Taken

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

Motion to table Agreement with NWMNCOG for Fiscal Year 2018 until next year regarding concerns of the cost of \$20,000 made by Commissioner Armijo, second by Commissioner Windhorst .4-1 affirmative. Commissioner Garcia abstained.

b. Survey Approval for 700 E. Roosevelt Ave

Motion to approve Survey for 700 E. Roosevelt Ave, for the amount of about 1,700.00 made by Commissioner Armijo, second by Commissioner Windhorst. 5-0 affirmative.

c. Approval to authorize Interim County Manager to Approve Disbursement of Signed Vendor Checks

Motion to approve Interim County Manager to Approve Distribution of Signed Vendor Checks made by Commissioner Torrez, second by Commissioner Armijo. 5-0 affirmative. With a \$10,000.00 Dollar Limit

d. Approval for Professional Services Contract between Cibola County and Trust Pharmacy

Motion to approve Professional Services Contract between Cibola County and Trust Pharmacy made by Commissioner Armijo, second by Commissioner Torrez. 5-0 affirmative

M. Managers' Report

Manager Taylor gave a brief report, on all county matters.

N. 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

b. Legal

2. Edmisten
3. Rodriguez

c. 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. 8:53 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 10:50.

O. ANNOUNCEMENTS

The next Regular Commission Meeting will be held Thursday, December 28, 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 10:56 pm.

PASSED, APPROVED, and ADOPTED this 28th day of December, 2017

BOARD OF COUNTY COMMISSIONERS

Jack Moleres, Chairman

Robert Armijo, 1st Vice Chairman

Robert Windhorst, 2nd Vice Chairman

Martha Garcia, Commissioner

Daniel Torrez, Commissioner

ATTEST:

Michelle E. Dominguez, Cibola County Clerk

Date: _____

SEAL

Cibola County Commission
Acting as Board of Finance
Thursday November 30, 2017

The Cibola County Commission held a Board of Finance Meeting on Thursday November 30, 2017 at 5:00 pm in the Cibola County Convention Room

I) Commission Convenes

A. CALL TO ORDER

Chairman Jack Moleres called the meeting to Order at 5:02 pm.

B. ROLL CALL

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

C. Approval of Agenda

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

D. Approval of Minutes

- a. Regular Meeting – October 26, 2017

No minutes were taken for the Board of Finance due to no reports were presented on the October Finance Meeting.

Elected Officials Present Staff

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

Valeri Taylor, Interim County Manager
Michael Hildebrandt, Financial Analyst
Michelle Dominguez, County Clerk
Natalie Grine, Chief Deputy Clerk

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

Motion to adjourn as Board of County Commissioners and reconvenes as Board of Finance made by 1st Vice Chairman Armijo, seconded by Commissioner Torrez 5-0 Affirmative.

A. Monthly Voucher Report: July 2016

No Report on file:

B. Monthly Treasurers Report : September 2017 and October 2017

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

C. Investment Report: October 2017

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

D. Schedule of Rents Received: Lobo Canyon Shopping Center- October 2017

Rents received as of October, 2017 from the following:

No report on file

Smith's Shopping Center:

Magistrate Court:

APPO:

Grand Total:

E. Financial Statements: October 2017

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

III Announcements

The next regular Board of Finance Meeting will be held Thursday December 28, 2017 at 5:00 p.m.

IV. Adjournment

Motion made by Commissioner Torrez, seconded by 2nd Vice Chairman Windhorst 5-0 Affirmative. **5:51 pm.**

PASSED, APPROVED, and ADOPTED this 28th day of December, 2017

BOARD OF COUNTY COMMISSIONERS

Jack Moleres, Chairman

Robert Armijo, 1st Vice Chairman

Robert Windhorst, 2nd Vice Chairman

Martha Garcia, Commissioner

Daniel Torrez, Commissioner

ATTEST:

Michelle E. Dominguez, Cibola County Clerk

Date: _____

SEAL

Cibola County Road Dept.

700 E. Roosevelt Suite 50

Grants NM 87020

505-285-2570 Phone 505-285 3656 Fax



Tuesday, December 14, 2017

To: Valerie Taylor - Interim County Manager

Fr: Gary Porter - Public Works Director

Re: Monthly Report: 11/1/17 - 11/30/17 (November)

Regular Maintenance

Blade & Shape

<u>Road</u>	<u>Description</u>	<u>Miles</u>
C35	Fencelake Community Roads	9.064
C1	Marquez Road	17.208
C47	Mesa Ridge Road	7.148
C35A	Moreno Hill	10.419
C48A	Timberlake Road	16.400
C2	Rio Puerco Road	3.234
C48	Mallery Road	13.229
C4	Piedra Lumbre Road	4.991
Total Miles		81.693

Special Projects

C48A	Timberlake Rd. - Put up signs, haul 2 loads of base course, haul dirt, haul millings, fix and clean cattle guards, cut trees, install culvert.
C35	Fencelake Community Rds. - Clean cattle guards and culverts, put up signs.
C53	Salazar Loop - Install culvert.
C30	Bluewater South - Patching.
C47	Mesa Ridge Rd. - Fix cattle guards and wingwalls.
C33	Candy Kitchen Rd. - Fix cattle guard.
C34	Pine Hill Rd. - Fix cattle guard and wingwalls.
C44	Porter Ranch Rd. - Backfill shoulders.
C6	Seboyeta - Bibo - Moquino Rds. - Clean culverts.
C21	Murray Acres - Cut trees.
C22	Broadview Acres - Cut trees.
C20	San Mateo Rd. - Install culvert, clean culverts and shoulders.
C42	Back Country By Way - Clean cattle guards.

Cibola County Road Dept.

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



MAINTENANCE REPORT

November 2017

<u>Department</u>	<u>Unit Number</u>	<u>Total Parts & Oil</u>	<u>Hours Worked</u>	<u>Mechanic Rate</u>	<u>Total on Repair Order</u>
Road Dept.	132	\$24.65	1.5	\$ 17.50	\$ 50.90
Road Dept.	133	\$56.36	1.5	\$ 17.50	\$ 82.61
Road Dept.	134	\$79.33	8	\$ 17.50	\$ 219.33
Road Dept.	138	\$42.01	0.5	\$ 17.50	\$ 50.76
Road Dept.	150	\$121.27	9	\$ 17.50	\$ 278.77
Road Dept.	151	\$29.91	1.5	\$ 17.50	\$ 56.16
Road Dept.	154	\$17.48	1	\$ 17.50	\$ 34.98
Road Dept.	157	\$44.54	8	\$ 17.50	\$ 184.54
				TOTAL	\$ 958.05
Sheriff's	G-85515	\$208.95	16	\$ 17.50	\$ 488.95
Sheriff's	G-85729	\$36.95	0.5	\$ 17.50	\$ 45.70
Sheriff's	G-88605	\$8.00	6	\$ 17.50	\$ 113.00
				TOTAL	\$ 647.65
Clerks	G-55649	\$122.85	2	\$ 17.50	\$ 157.85
				TOTAL	\$ 157.85

MONTHLY FUEL USAGE														
November 2017														
UNIT #	DEPT.	UNIT NO.	Mid Mo. Gal.	Mid Mo. \$	End Mo. Gal.	End Mo. \$	Other Gal.	Other \$	Total Gal.	Total \$	Total Miles	Cost/Mile	MPG	UNIT #
127	Road	G-18473	39.000	\$91.66	0.000	\$0.00	0.000	\$0.00	39.000	\$91.66	231	0.40	5.92	127
128	Road	G-18464	39.000	\$91.68	0.000	\$0.00	0.000	\$0.00	39.000	\$91.68	372	0.25	9.54	128
130	Road	G-15638	0.000	\$0.00	14.300	\$33.61	0.000	\$0.00	14.300	\$33.61	92	0.37	6.43	130
131	Road	G-29800	0.000	\$0.00	31.000	\$72.87	0.000	\$0.00	31.000	\$72.87	299	0.24	9.65	131
132	Road	G-29901	46.000	\$106.68	58.000	\$136.32	0.000	\$0.00	104.000	\$243.00	1,523	0.16	14.64	132
133	Road	G-23696	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	133
134	Road	G-23697	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	134
135	Road	G-39980	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	28	0.00	#DIV/0!	135
136	Road	G-39988	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	136
137	Road	G-50237	20.200	\$49.84	20.900	\$52.19	0.000	\$0.00	41.100	\$102.03	343	0.30	8.35	137
138	Road	G-95862	8.900	\$21.96	44.000	\$109.87	0.000	\$0.00	52.900	\$131.83	1,037	0.13	19.60	138
139	Road	G-57384	21.200	\$48.30	8.500	\$19.99	0.000	\$0.00	29.700	\$68.29	121	0.56	4.07	139
140	Road	G-57619	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	140
141	Road	G-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	7.000	\$16.45	0.000	\$0.00	0.000	\$0.00	7.000	\$16.45	0	#DIV/0!	0.00	146 Welder
147	Road	G-66164	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	11	0.00	#DIV/0!	147
148	Road	G-66165	16.000	\$37.61	0.000	\$0.00	0.000	\$0.00	16.000	\$37.61	259	0.15	16.19	148
150	Road	G-70482	41.800	\$98.24	53.800	\$126.46	0.000	\$0.00	95.600	\$224.70	1,882	0.12	19.69	150
151	Road	G-78718	43.700	\$101.01	0.000	\$0.00	0.000	\$0.00	43.700	\$101.01	932	0.11	21.33	151
152	Road	G-64239	25.100	\$57.85	20.000	\$47.01	0.000	\$0.00	45.100	\$104.86	923	0.11	20.47	152
153	Road	G-86952	30.500	\$71.70	41.600	\$97.79	0.000	\$0.00	72.100	\$169.49	1,724	0.10	23.91	153
154	Road	G-86953	41.700	\$97.23	19.800	\$46.53	0.000	\$0.00	61.500	\$143.76	1,578	0.09	25.66	154
155	Road	G-86954	56.600	\$132.55	18.000	\$42.32	0.000	\$0.00	74.600	\$174.87	1,707	0.10	22.88	155
157	Road	G-91750	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	157
202	Road	G-18484	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	202
209	Road	G-18476	239.300	\$590.37	0.000	\$0.00	0.000	\$0.00	239.300	\$590.37	1,163	0.51	4.86	209
211	Road	G-18795	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	211
212	Road	G-30550	65.100	\$160.61	0.000	\$0.00	0.000	\$0.00	65.100	\$160.61	370	0.43	5.68	212
213	Road	G-30549	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	213
214	Road	G-38441	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	214
215	Road	G-67372	110.200	\$271.90	142.100	\$354.82	0.000	\$0.00	252.300	\$626.72	1,241	0.51	4.92	215
216	Road	G-37371	71.200	\$173.40	0.000	\$0.00	0.000	\$0.00	71.200	\$173.40	275	0.63	3.86	216
217	Road	G-70782	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	217
218	Road	218	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	218
219	Road	219	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	219
220	Road	220	0.000	\$0.00	58.000	\$157.02	0.000	\$0.00	58.000	\$157.02	405	0.39	6.98	220
305	Road	305	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	305
306	Road	306	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	306
307	Road	307	23.000	\$56.74	0.000	\$0.00	0.000	\$0.00	23.000	\$56.74	6	9.46	0.26	307
308	Road	308	16.100	\$38.72	23.300	\$58.19	0.000	\$0.00	39.400	\$97.91	37	2.65	0.94	308
309	Road	309	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	309
310	DEPT.	UNIT NO.	Mid Mo. Gal.	Mid Mo. \$	End Mo. Gal.	End Mo. \$	Other Gal.	Other \$	Total Gal.	Total \$	Total miles	Cost/Mile	MPG	UNIT #
310	Road	310	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	310
311	Road	311	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	311
312	Road	312	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	312
313	Road	313	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	313
314	Road	314	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	9	0.00	#DIV/0!	314
416	Road	416	185.500	\$454.66	134.300	\$335.38	0.000	\$0.00	319.800	\$790.04	71	11.13	0.22	416
417	Road	417	168.100	\$411.66	83.000	\$207.26	0.000	\$0.00	251.100	\$618.92	69	8.97	0.27	417
418	Road	418	159.200	\$390.18	78.100	\$195.02	0.000	\$0.00	237.300	\$585.20	58	10.09	0.24	418
501	Road	501	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	501
	Road	x-gas	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	x-gas
	Road	x-diesel	76.400	\$187.16	0.000	\$0.00	0.000	\$0.00	76.400	\$187.16	957	0.20	12.53	x-diesel

Cibola County Road Dept.

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



FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT November 2017

UNLEADED					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
G-18473	0.40	5.92	231	39.000	\$ 91.66
G-18464	0.25	9.54	372	39.000	\$ 91.68
G-15638	0.37	6.43	92	14.300	\$ 33.61
G-29800	0.24	9.65	299	31.000	\$ 72.87
G-29091	0.16	14.64	1,523	104.000	\$ 243.00
G-23696	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-23697	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-39980	0.00	#DIV/0!	28	0.000	\$ -
G-39988	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-95862	0.13	19.60	1,037	52.900	\$ 131.83
G-57384	0.56	4.07	121	29.700	\$ 68.29
G-57619	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-57618	#VALUE!	#VALUE!	N/U	0.000	\$ -
146	#DIV/0!	0.00	0	7.000	\$ 16.45
G-66164	0.00	#DIV/0!	0	0.000	\$ -
G-66165	0.15	16.19	0	16.000	\$ 37.61
G-70482	0.12	19.69	1,882	95.600	\$ 224.70
G-78718	0.11	21.33	932	43.700	\$ 101.01
G-64239	0.11	20.47	923	45.100	\$ 104.86
G-86952	0.10	23.91	1,724	72.100	\$ 169.49
G-86953	0.09	25.66	1,578	61.500	\$ 143.76
G-86954	0.10	22.88	1,707	74.600	\$ 174.87
G-91750	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra card	#VALUE!	#VALUE!	N/U	0.000	\$ -
TOTAL GAS				725.500	\$ 1,705.69
DIESEL FUEL					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
G-50237	0.30	8.35	343	41.100	\$ 102.03
G-18484	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18476	0.51	4.86	1,163	239.300	\$ 590.37
G-18795	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-30550	0.43	5.68	370	65.100	\$ 160.61
G-30549	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-38441	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-67372	0.51	4.92	1,241	252.300	\$ 626.72
G-67371	0.63	3.86	275	71.200	\$ 173.40
G-70782	#VALUE!	#VALUE!	N/U	0.000	\$ -
Distributor	#VALUE!	#VALUE!	N/U	0.000	\$ -
Water Truck	#VALUE!	#VALUE!	N/U	0.000	\$ -
New Transport	0.39	6.98	405	58.000	\$ 157.02
305	#VALUE!	#VALUE!	N/U	0.000	\$ -
306	#VALUE!	#VALUE!	N/U	0.000	\$ -
307	9.46	0.26	6	23.000	\$ 56.74
308	2.65	0.94	37	39.400	\$ 97.91
309	#VALUE!	#VALUE!	N/U	0.000	\$ -
310	#VALUE!	#VALUE!	N/U	0.000	\$ -
311	#VALUE!	#VALUE!	N/U	0.000	\$ -
312	#VALUE!	#VALUE!	N/U	0.000	\$ -
313	#VALUE!	#VALUE!	N/U	0.000	\$ -
314	0.00	#DIV/0!	9	0.000	\$ -
416	11.13	0.22	71	319.800	\$ 790.04
417	8.97	0.27	69	251.100	\$ 618.92
418	10.09	0.24	58	237.300	\$ 585.20
501	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra card	0.20	12.53	957	76.400	\$ 187.16
TOTAL DIESEL				1674.000	\$ 4,146.12

*N/U = NOT USED



Cibola County Sheriff's Office

Sheriff Tony Mace

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

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

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

**The following are statistics for the Cibola County Sheriff's Department
for NOVEMBER 1, 2017 through NOVEMBER 30, 2017.**

		PREVIOUS YR
Accidents	11	9
Arrests	71	47
Transports	36	21
Warrant Transports	21	17
Calls	1,979	1,054
Citations/Warnings	31	55
Civil Papers Received	105	45
Incidents	45	40

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



**CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION № 17-47**

WHEREAS, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Suite 50, Grants, NM 87020, on December 28, 2017 at 5:00 p.m. as required by law; and,

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Cibola County Commission that it adopts the following Holiday Schedule for 2018 calendar year.

Monday, January 15, 2018 - Martin Luther King Jr Day
Monday, February 19, 2018 - Presidents Day
Friday, March 30, 2018 – Easter Holiday
Monday, May 28, 2018 - Memorial Day
Wednesday, July 4, 2018 - Independence Day
Monday, September 3, 2018 - Labor Day
Monday, October 8, 2018 - Columbus Day
Monday, November 12, 2018 - Veterans Day
Thursday, November 22, 2018 -Thanksgiving Day
Friday, November 23, 2018 -Thanksgiving Holiday
Monday, December 24, 2018 - Christmas Holiday
Tuesday, December 25, 2018 - Christmas Holiday
Monday, December 31, 2018 - New Year's Holiday
Tuesday, January 1, 2019 - New Year's Holiday

APPROVED, ADOPTED, AND PASSED on this 28th day of December, 2017.

Jack Moleres, Chairman

Robert Armijo, 1st Vice-Chair

Robert Windhorst, 2nd Vice-Chair

Daniel J. Torrez, Member

Martha Garcia, Member

Attest:

Michelle E. Dominguez, Cibola County Clerk



**INTERGOVERNMENTAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND THE VILLAGE OF MILAN FOR THE HOUSING OF INMATES
CONTRACT # 18-01-002**

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Village of Milan, hereinafter referred to as "Milan", both political subdivisions of the State of New Mexico, and will go into effect on January 1, 2018.

RECITALS

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

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail

administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 3-18-20 (1965) provides that, “a municipality may use the county jail for the confinement or punishment of offenders subject to the requirements imposed by law and the board of county commissioners,” and;

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the “procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978.”

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. Scope of Responsibilities

1. **Municipal Inmate.** Cibola agrees to confine and house individuals, who are over the age of eighteen (18), arrested by Municipal Law Enforcement Officers for violation of the Municipality’s laws or who are sentenced to detention or confinement by the Village of Milan Municipal Court (hereinafter “Municipal Inmates”) subject to the terms and restrictions of this Agreement, at the Detention Center where Cibola County houses inmates (“Facility”). Cibola will not confine potential inmates referred for “detox” or any form of “protective custody”.
2. **Acceptance of Municipal Inmate.** The admission to the Facility of a Municipal Inmate is dependent upon:
 - i. Cibola will be responsible for the care, custody, and control of inmates after such time that the inmates are delivered and accepted to the Facility’s custody, along with the necessary paperwork.
 - ii. Available Space.
 - iii. Full Compliance with Section A (4) of this Agreement.
3. **Standards of Care.** It shall be the responsibility of Cibola, through its current jail contractor to confine and supervise municipal inmates at the Facility. Cibola, through its contractor, shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.
4. **Medical Services.**

- a. Milan will furnish to the Facility a Health Status Transfer Form. The Facility will not accept Municipal Inmates if they do not clear the Facility's initial medical assessment. It is the responsibility of Milan to transport and obtain medical or psychological treatment for those persons in the custody of Milan who have not been accepted by the Facility.
- b. Milan will be responsible for authorized on and off-site medical expenses incurred, and will reimburse the Cibola for expenses upon invoice.
- c. Milan will be responsible for on and off-site emergency medical expenses incurred, and will reimburse Cibola for expenses upon invoice.
- d. Notification for emergency situations will be made by the Facility as soon as possible by means of an ER/Hospitalization Reporting Form.
- e. Cibola will contact the Village of Milan Municipal Judge for prior written authorization for any inmate requiring off-site, non-emergency, medical attention by using an Off-Site Healthcare Referral Form.

5. Transportation

a. Responsibilities of Milan.

- i. Transporting inmates to the Facility.
- ii. Returning inmates who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to Milan.
- ii. Transport to Court when requested by Milan.

6. Prison Rape Elimination Act of 2003

- a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. Compensation

- a. Milan agrees to pay Cibola at the rate of seventy-one dollars (\$71.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. Milan agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

- v. Any charges billed to Milan, not belonging to Milan, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.
- vi. If an inmate is incarcerated by order of more than one Court or detained on more than one jurisdiction's criminal charges, the cost of detaining that inmate shall be prorated among the respective responsible jurisdictions.

C. Inspection

- a. In Person. Periodic inspections may be conducted of the Facility by Milan personnel by scheduling with the Facility.
- b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Milan for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Milan to audit, examine, and make excerpts or transcripts from such records relating to Milan inmates and this Agreement.
- c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Milan agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Milan failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. Term and Termination

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Milan removes its last inmate from the Facility and compensates Cibola for all amounts due and owing under this Agreement.

E. Property/Surplus Funds/Strict Accountability/Lead Agency

- a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

- b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Milan and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.
- d. Lead Agency. Cibola is designated as the lead agency and shall monitor the actions of Milan as they pertain to this Agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from Cibola to Milan that Milan is in breach of its payment obligation under the Agreement, Milan fails to make payment within thirty (30) days after receipt of such notice. Milan and Cibola shall report and/or confer with one another upon specific requests.

F. Agreement and Amendment

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. Governing Law

- a. This Agreement shall be governed by the laws of the State of New Mexico.

- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Milan shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended and subject to Cibola's contract with the Facility. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. Independent Contractor

Neither Cibola County, the Facility, or their employees are considered to be employees of Milan for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. Appropriations

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

K. Notices

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

To Cibola County: Valerie Taylor, Interim County Manager, 700 East Roosevelt Ave. Ste. 50, Grants, NM 87020

To Village of Milan: _____

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

APPROVED, ADOPTED, AND PASSED on this 28th day of December, 2017.

Jack Molerres, Chairman

Robert Armijo, Vice Chair

Robert Windhorst, Member

Martha Garcia, Member

Daniel Torrez, Member

ATTEST:

Michelle E. Dominguez
Cibola County Clerk

**APPROVAL OF VILLAGE OF MILAN
(ATTACHED)**



**INTERGOVERNMENTAL AGREEMENT
BETWEEN CIBOLA COUNTY
AND THE CITY OF GRANTS FOR THE HOUSING OF INMATES
CONTRACT # 18-01-001**

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the City of Grants, hereinafter referred to as "Grants," both political subdivisions of the State of New Mexico, and to take effect on January 1, 2018.

RECITALS

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

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail

administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 3-18-20 (1965) provides that, “a municipality may use the county jail for the confinement or punishment of offenders subject to the requirements imposed by law and the board of county commissioners,” and;

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the “procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978.”

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. Scope of Responsibilities

1. **Municipal Inmate.** Cibola agrees to confine and house individuals, who are over the age of eighteen (18), arrested by Municipal Law Enforcement Officers for violation of the Municipality’s laws or who are sentenced to detention or confinement by the City of Grants Municipal Court (hereinafter “Municipal Inmates”) subject to the terms and restrictions of this Agreement, at the Detention Center where Cibola County houses inmates (“Facility”). Cibola will not confine potential inmates referred for “detox” or any form of “protective custody”.
2. **Acceptance of Municipal Inmate.** The admission to the Facility of a Municipal Inmate is dependent upon:
 - i. Cibola will be responsible for the care, custody, and control of inmates after such time that the inmates are delivered and accepted to the Facility’s custody, along with the necessary paperwork.
 - ii. Available Space.
 - iii. Full Compliance with Section A (4) of this Agreement.
3. **Standards of Care.** It shall be the responsibility of Cibola, through its current jail contractor to confine and supervise municipal inmates at the Facility. Cibola, through its contractor, shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.
4. **Medical Services.**

- a. Grants will furnish to the Facility a Health Status Transfer Form. The Facility will not accept Municipal Inmates if they do not clear the Facility's initial medical assessment. It is the responsibility of Grants to transport and obtain medical or psychological treatment for those persons in the custody of Grants who have not been accepted by the Facility.
- b. Grants will be responsible for authorized on and off-site medical expenses incurred, and will reimburse the Cibola for expenses upon invoice.
- c. Grants will be responsible for on and off-site emergency medical expenses incurred, and will reimburse Cibola for expenses upon invoice.
- d. Notification for emergency situations will be made by the Facility as soon as possible by means of an ER/Hospitalization Reporting Form.
- e. Cibola will contact the City of Grants Municipal Judge for prior written authorization for any inmate requiring off-site, non-emergency, medical attention by using an Off-Site Healthcare Referral Form.

5. Transportation

a. Responsibilities of Grants.

- i. Transporting inmates to the Facility.
- ii. Returning inmates who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to Grants.
- ii. Transport to Court when requested by Grants.

6. Prison Rape Elimination Act of 2003

- a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. Compensation

- a. Grants agrees to pay Cibola at the rate of seventy-one dollars (\$71.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. Grants agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

- v. Any charges billed to Grants, not belonging to Grants, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.
- vi. If an inmate is incarcerated by order of more than one Court or detained on more than one jurisdiction's criminal charges, the cost of detaining that inmate shall be prorated among the respective responsible jurisdictions.

C. Inspection

- a. In Person. Periodic inspections may be conducted of the Facility by Grants personnel by scheduling with the Facility.
- b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Grants for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Grants to audit, examine, and make excerpts or transcripts from such records relating to Grants inmates and this Agreement.
- c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Grants agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Grants failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. Term and Termination

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Grants removes its last inmate from the Facility and compensates Cibola for all amounts due and owing under this Agreement.

E. Property/Surplus Funds/Strict Accountability/Lead Agency

- a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

- b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Grants and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.
- d. Lead Agency. Cibola is designated as the lead agency and shall monitor the actions of Grants as they pertain to this Agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from Cibola to Grants that Grants is in breach of its payment obligation under the Agreement, Grants fails to make payment within thirty (30) days after receipt of such notice. Grants and Cibola shall report and/or confer with one another upon specific requests.

F. Agreement and Amendment

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. Governing Law

- a. This Agreement shall be governed by the laws of the State of New Mexico.

- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Grants shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended and subject to Cibola's contract with the Facility. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. Independent Contractor

Neither Cibola County, the Facility, or their employees are considered to be employees of Grants for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. Appropriations

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

K. Notices

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

To Cibola County: Valerie Taylor, Interim County Manager, 700 East Roosevelt Ave. Ste. 50, Grants, NM 87020

To City of Grants: _____

BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY

APPROVED, ADOPTED, AND PASSED on this 28th day of December, 2017.

Jack Moleres, Chairman

Robert Armijo, Vice Chair

Robert Windhorst, Member

Martha Garcia, Member

Daniel Torrez, Member

ATTEST:

Michelle E. Dominguez
Cibola County Clerk

APPROVAL OF CITY OF GRANTS
(ATTACHED)



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Mexican Wolf Recovery Program
2105 Osuna NE
Albuquerque, New Mexico 87113
Phone: (505) 346-2525 Fax: (505) 346-2542

December 8, 2017

Dear Interested Party,

The U.S. Fish and Wildlife Service's (Service) Mexican Wolf Recovery Program has released its "Initial Release and Translocation Proposal for 2018." In accordance with State Game Commission (SGC) rule 19.35.7.19(A) NMAC, the Service is providing this notification of the potential releases of Mexican wolves onto National Forest lands within New Mexico and providing an opportunity to comment on the proposal.

The Service proposes to cross-foster captive-born Mexican wolf pups into wild Mexican wolf dens established on National Forest Service lands. Cross-fostering is removal of offspring from their biological parents and placement with surrogate parents, and occurs when pups are less than 14 days old. More information pertaining to cross-fostering is detailed within the Initial Release and Translocation Proposal for 2018, which is available on our webpage (<http://www.fws.gov/southwest/es/mexicanwolf/>).

As part of our permit request to the New Mexico Department of Game and Fish, the Service is notifying in writing state officials, federal officials, and county officials that may be directly affected by the actions proposed by the Service, and providing the opportunity to comment on the proposal. The Service is also providing the entire public an opportunity to comment on the proposed actions. All responses will be forwarded to the New Mexico Department of Game and Fish along with our permit application. Written responses can be received by one of the following methods:

1. Electronically: You may email mexicanwolfcomments@fws.gov. Responses submitted electronically must be received by 11:59 p.m. Mountain Time on December 29, 2017.
2. By hard copy: Submit by U.S. mail to: Mexican Wolf Recovery Program, Attn: 2018 Proposed Cross-Fostering in NM; 2105 Osuna Rd NE; Albuquerque, NM 87113. Responses submitted by U.S. mail must be received on or before December 29, 2017.

We appreciate your time and participation. If we can provide additional information or can answer any other questions, please contact the Mexican Wolf Field Projects Coordinator, John Oakleaf, by email at john_oakleaf@fws.gov, or by phone at (505) 761-4782.

Sincerely,

Acting

Mexican Wolf Recovery Coordinator
Ecological Services

suspected for 2017 pups of the year), analyses indicate only 5 (M1038, AM1341, M1343, m1471, and fp1578), are not descendants of F521. Thus, there is very little potential for natural pair formation among wild wolves to have a low MK now or in the future which naturally leads to inbreeding accumulation. Release of wolves from the more genetically diverse captive population is necessary to decrease the overall relatedness among wolves in the wild population and to meet the objectives of the Mexican Wolf Recovery Plan, First Revision. In addition, we may need to prevent production of highly inbred wolves or remove wolves from the wild to reduce MK. The following release and translocation actions are proposed in consideration of the current genetic status of the wild population.

The proposed actions within the MWEPA are to:

- (1) Cross-foster pups from captivity into as many as six wild wolf packs throughout the MWEPA (with a maximum of six pups into the Arizona portion). Based on our experience, we estimate a maximum of 12 pups would be cross-fostered throughout the MWEPA during 2018.
- (2) Temporarily remove Alpha Female (AF) 1339 (the Panther Creek Pack) during the helicopter capture in January to prevent a brother/sister mating event. During the temporary period of time in captivity, artificially inseminate AF1339 and/or allow AF1339 to breed naturally with a captive male, M1196. Following a complete estrous cycle (likely mid-February) translocate AF1339 back into the Panther Creek home range to maintain pack dynamics, and potentially produce pups with increased genetic diversity and lower inbreeding coefficients.
- (3) Provide for the translocation of wolves for management purposes as needs rise during 2018 (primarily wolves that disperse outside of the MWEPA or if other packs are determined to be brother/sister pairings).

The ultimate success of an initial release, translocation, or cross-foster occurs when those animals survive and produce pups in the wild.

Background

Initial Release and Translocation Restrictions and Land Use:

Initial release and translocation strategies differ throughout the MWEPA to reflect various state, federal, and tribal agency laws, rules, regulations, and land-use patterns (e.g. higher and more complex land-use areas vs. wilderness). To the extent possible, agency direction and land-use patterns are addressed in these initial release and translocation strategies while still promoting the health of the wolf population by addressing critical genetic issues. The Arizona Game and Fish Commission has directed the Arizona Game and Fish Department to conduct only cross-fostering of captive-born pups into wild wolf dens and translocations of wild-born and raised wolves in Arizona. The combinations of strategies within the MWEPA that are outlined in this plan represent an effort to increase gene diversity in the wild population. Gene diversity can continue to be improved through additional initial release and cross-fostering efforts in future years. However, it is easier to affect the gene diversity of the wild population when it is small, and it will become more difficult as the population increases.

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Initial Release and Translocation Strategies:

Translocations: Involve moving a wolf for management purposes from one location to another location within the MWEPA. Mexican wolves that travel outside of the MWEPA or require translocation for management purposes will be considered for translocation onto Federal land within the MWEPA in accordance with the 2015 10(j) Rule. The IFT will assess: (a) the specific reasons for a translocation, (b) previous behavior of the wolf or wolves, and (c) the potential effects of the management action, prior to recommending a translocation. Further, the IFT will consider wolf distribution, breeding vacancies, and genetics associated with the potential translocation candidate(s).

Most translocations will be single animals and can occur anywhere within Zone 1 or Zone 2 as a hard release (i.e., a release from a crate). The IFT may recommend that translocations be conducted at a previously established release site; potential new release sites within the MWEPA are undergoing National Environmental Policy Act (NEPA) analysis by the U.S. Forest Service (USFS). If a previously established release site will be considered, the IFT will recommend the best available site based on site ranking. Translocated wolves may spend a period of time in captivity prior to being released in a new location in the wild. Entering 2018, the USFWS has one preferred translocation candidate (M1336) available in captivity. M1336 was captured during the 2014 helicopter count (January of 2015) to prevent breeding between full siblings. M1336 does not have a depredation or nuisance history. The IFT does not have a translocation recommendation for M1336 during 2018, but the animal is available in captivity should a need arise (e.g., breeding vacancy).

In 2018, the IFT proposes to conduct a management action associated with the Panther Creek Pack. The proposed management action is to remove AF1339 to be impregnated in captivity by artificial insemination and/or breeding with a captive male wolf, and then returned to the same area in the wild as the removal. This action would be considered a translocation. Other wolves may be translocated for management purposes as needs arise in 2018. Options will be evaluated to determine if, where, and how a translocation should proceed based on SOP 6.1 (Wolf Translocations) and a full evaluation by the IFT.

Initial Releases: Involve the release of wolves from captivity without wild experience. Originally, initial releases were necessary to establish a wild population and subsequently augment population growth. Now initial releases are a management option to reduce MK of the wild population (see Figure 1). Captive wolves are selected for release based on their genetic value relative to both the captive and wild Mexican wolf populations, as well as other desirable characteristics (e.g. fear of humans). Artificial insemination may also be utilized to further increase the genetic benefit of release actions. Although not an initial release, the IFT plans to conduct an artificial insemination effort with AF1339 to prevent a wild brother/sister pairing.

Both initial releases and translocations are more successful when young pups are present and when they occur in areas with adequate native prey. For instance, we have documented that 66% ($n = 9$) of the initial released breeding animals with dependent pups in areas of adequate native prey have been successful versus 29% success ($n = 17$) of the initial released breeding-aged animals without dependent pups in similar conditions. The pattern observed for initial released wolf also holds for translocated animals with 77% success ($n = 13$) with pups versus 32% ($n = 38$) without pups under

similar conditions. Success, as we are using this term, means any released wolf that produces pups in the population in the future. Breeding pairs that are considered successful releases tend to persist and produce pups in successional years, continuing to increase gene diversity. Initial released wolves do not have wild experience, typically exhibit some level of naivety towards humans, and can be a nuisance to people living and working in release areas for a period of time following release. Survival of adult Mexican wolves released from captivity has been substantially lower during the first year following a release compared to the average adult survival rate of wild wolves (adult survival rate first year after release of 0.28 [Note: this includes adults released without pups] versus an average adult survival rate of 0.8 using data from 2009 through 2015). Initial release wolves require intensive and prolonged management by IFT staff including supplemental feeding, monitoring, and potential hazing from human occupied areas until the pack has acclimated to wild behavior. In extreme situations, the pack may also need to be removed if nuisance behaviors exceed acceptable thresholds. No initial releases of adults or packs are proposed during 2018. The IFT will instead focus on cross-fostering (considered an initial release) in 2018 because initial efforts have been promising (see below) and present an opportunity to accomplish genetic goals while eliminating nuisance behavior observed during initial release of adult wolves. Initial releases of packs of wolves may still be necessary in the future based on the continued evaluation of cross-fostering.

Cross-fostering (a specific technique of initial releases): Involves placing captive-born pups (<14 days old) into wild dens with similarly aged pups, and is an additional/alternative method to increase gene diversity in the wild population. Cross-fostering can be logistically complicated because it requires synchronicity between captive and wild born litters produced during a short time window and often a considerable distance apart (e.g., we have previously cross-fostered from captive facilities as far away as Missouri and Illinois). Cross-fostering is a relatively new method for the Mexican Wolf Recovery Program, and therefore its overall efficacy as a genetic management tool is not yet fully known. However, recent successes within the Mexican Wolf Recovery Program and the more in-depth experience of the red wolf program in North Carolina suggest that cross-fostering can be an effective management tool. These expectations are tempered by data from the wild population suggesting that from birth to 1 year of age, approximately 50% of pups survive, and average survival for yearlings is 0.673. Thus, we would predict that 0.34 ($0.5 * 0.673$) of cross-fostered pups would survive to breeding age should cross-fostered animals perform similarly to other wild-born pups. This survival rate would likely be considered a minimum estimate because packs that receive cross-fostered pups also are provided a supplemental food cache to increase pup survival.

Initial results from the Mexican Wolf Recovery Program have demonstrated that cross-fostering can be successful in releasing captive wolves that survive to reproductive age. The IFT has conducted cross-fostering on six occasions. In 2014, the IFT fostered two pups from one wild litter to another. Both of the pups (AF1346 and AM1347) survived to breeding age, paired and produced pups with other wolves in the wild. In 2016, the IFT fostered two pups from three captive litters into three wild litters (two pups into each wild litter) and documented that a minimum of two survived (mp1471 and an uncollared pup) to the end of the year. All of the packs into which pups were cross-fostered successfully raised pups (either natal or cross-fostered). Similar results are expected for the four pups cross-fostered in 2017 (one cross-fostered pup has been radio collared (fp1578) and is known alive, however data are still being collected). Collectively, these results indicate that: (1) in all six cross-fostering events (inclusive of 2017), human disturbance at the den site resulted in the adult

wolves moving the den a short distance, but did not result in abandonment of the pups, (2) a minimum of four of the eight cross-fostered pups survived to the end of the year (excluding 2017 since final data are currently unknown), (3) both of the cross-fostered animals that were old enough to disperse and form packs of their own did so during 2016, and (4) both of them have successfully contributed genetically to the population (bred and raised pups) which is the ultimate goal of all release strategies. Collectively, these results are encouraging and suggest that the Mexican Wolf Recovery Program should continue to utilize cross-fostering as a strategy to increase genetic diversity of Mexican wolves in the wild. In addition, the results are consistent with expectations based on Mexican wolf pup survival rates.

Cross-fostering does not appreciably change the distribution of wolves on the landscape, and depends on complex coordination of logistics between captive facilities and the wild population (see SOP 31.0) to succeed. Captive-born pups placed into wild Mexican wolf dens will be of a different genetic profile than existing wolf packs in the MWEPA and, if successfully established, can increase the gene diversity of the wild wolf population. Cross-fostering will occur in April and/or May and will only occur within packs that den on Federal land in accordance with the 2015 10(j) Rule.

Initial Releases and Translocations

The IFT proposes to conduct the following actions.

Action 1 – Cross-foster Mexican Wolf Pups Produced in Captivity into Wild Mexican Wolf Pack Dens in the MWEPA.

The IFT proposes to cross-foster pups into as many as six packs throughout the MWEPA (with a maximum of six pups into the Arizona portion). Based on our experience, the IFT estimates a maximum of 12 pups cross-fostered into the MWEPA in 2018. Cross-fostering will occur within packs that den on Federal land within Zones 1 and 2 of the MWEPA, in accordance with the guidance of Phase 1 (see 2015 10(j) Rule).

Figures 2 and 3 give a general distribution of existing packs where cross-fostering may occur. As many as 21 packs or pairs (10 in Arizona and 11 in New Mexico) are currently potential breeding pairs for cross-fostering in 2018 (Table 1). We have listed below the preferred wild pack candidates for 2018 cross-fostering, based on their past success with pup production/recruitment and our expectation that the same experienced alpha females will reproduce this year. The pack candidates are listed in chronological order by predicted whelp date based on previous years:

- | | |
|--------------------|------------------|
| • Saffel (AZ) | April 5 |
| • Bear Wallow (AZ) | April 8 -18 |
| • Elk Horn (AZ) | April 16 – 25 |
| • Hoodoo (AZ) | April 15 – 22 |
| • San Mateo (NM) | April 20 – 24 |
| • *Mangas (NM) | April 23 |
| • *Luna (NM) | April 23 -25 |
| • SBP (NM) | April 26 |
| • Lava (NM) | April 28 |
| • Iron Creek (NM) | April 24 – May 2 |

- Prieto (NM) April 23 – May 4
- *Panther Creek (AZ) May 3 – 4

* The IFT would likely not consider a cross-foster into the Panther Creek pack if AF1339 is impregnated in captivity as described by proposed Action 2 in this document. Luna and Mangas packs would be evaluated based on den location and depredations accumulated prior to the cross-fostering effort, since both packs had depredations prior to denning in 2017.

Associated Management Actions

After the 2018 breeding season, the IFT will prepare a cross-fostering priority ranking for all 2018 breeding pairs that will be considered for cross-fostering using predicted whelp dates and parameters (e.g. past reproductive successes, locational logistics, availability of GPS collars on breeders) in an effort to increase success and recruitment of wild and cross-fostered pups. This ranking will guide the IFT in deciding which wild packs to consider when captive pups become available. The IFT will develop specific cross-foster operational plans for the 2018 breeding season after they have identified a match between available captive pups and a wild litter. This management option requires the following circumstances and considerations:

- Wild Mexican wolf packs display denning in Zone 1 and Zone 2 of the MWEPA.
- Donor pack(s) in captivity are identified and produce available pups based on the demographic and genetic needs of the wild and captive population.
- Wild and donor pups are <14 days old.
- Whelping dates of wild pups and donor pups must be within 10 days of one another (with less age difference preferred).
- Donor litter size needs to be large enough to contribute pups to the wild population (i.e. 4 or more) and wild litter size needs to be small enough to accept donor pups (i.e. approximately 6 or fewer, but dependent on other data [e.g., females that have a history of raising large litters may be pushed to 7 or fewer]). The IFT will not know the recipient litter size prior to conducting the operation. Thus, a contingency plan will be developed to return wild born pups to the captive litter in every cross-foster operation if the addition of the captive born pups creates too large of a litter size (i.e. > ~8 pups). In addition, if the captive litter is large enough, the IFT will consider cross-fostering more pups into a wild litter (previously we have limited it to two pups per cross-foster attempt) based on our experience in 2017 of successfully cross-fostering pups from the wild to captivity.
- The primary limiting factor in cross-fostering efforts last year was a lack of synchrony between wild and captive litters. The Service is exploring options (e.g., induced ovulation and/or artificial insemination) to increase availability of pups in captivity to coincide within the expected timing of wild wolf whelp dates where possible.
- The IFT plans to prevent a known sibling mating by temporarily removing a breeding adult from the Panther Creek Pack (see Action 2 below). The IFT may consider a suite of management options if additional sibling pairings are documented, including removing most of the pups from the wild litter to captivity, with cross-fostering from the captive litter. We recognize that these pups may have little value to the captive population; however, these pups could adversely affect the genetic management goals by increasing MK if they remain in the wild.

Favorable Attributes of Action 1:

1. Cross-fostering allows for the integration of genetically different Mexican wolves into areas already occupied by wolves.
2. Cross-fostering allows captive-born wolf pups to be raised in the wild by experienced wolves and reduces the potential for nuisance wolf interactions that are often associated with the release of naïve captive adult wolves.
3. Cross-fostering provides for progress towards the genetic criterion of the Mexican Wolf Recovery Plan, First Revision.

Less Favorable Attributes of Action 1:

1. Cross-fostering requires significant disturbance of the targeted wild pack(s) dens, and may result in packs moving pups to another location. However, data from red wolves and Mexican wolves indicate that den movement does not impact survival of the pups.
2. Cross-fostering requires a series of specific events to occur simultaneously (e.g. packs den in Zones 1 or 2 in the MWEPA, both the donor and wild packs have pups within ten days of each other, the cross-foster event occurs within the first 14 days of life, wild pack den sites are located within 10 days of whelping, it is logistically feasible to transport the donor pups to the wild den, etc.). Thus, we are limited in the number of opportunities to cross-foster within a whelping season, and we cannot specify individual recipient or donor packs until the time that key information is available.

Action 2 – Prevent the Mating of Full Siblings in the Panther Creek Pack.

This action would be the first effort on the Mexican Wolf Recovery Program to artificially inseminate a wild wolf. AF1339 would be temporarily removed in January and artificially inseminated using fresh and/or frozen semen and/or AF1339 would be held in captivity with a captive male and allowed to breed naturally. AF1339 would be released back into the Panther Creek territory (Figure 2) following a completed estrous cycle (~3-4 weeks following capture). The Mexican Wolf Recovery Program has temporarily removed alpha animals during previous helicopter surveys to treat injuries, and subsequently released the wolf back into the territory to maintain the original pairing. Pairs were maintained during this process despite the disturbance. The expectation in this action is that pack dynamics would not change with the temporary removal of AF1339.

Favorable Attributes of Action 2:

1. The action would prevent a known mating of full siblings resulting in the production of highly inbred pups in the wild.
2. Similar to cross-fostering, this action would allow for the integration of genetically different Mexican wolves without having to release naïve adults/packs. Pups that survive 2 years from this action would count towards the genetic criterion in the Mexican Wolf Recovery Plan, First Revision.
3. The action should not alter the distribution of wolves.

Less Favorable Attributes of Action 2:

1. There is a slight chance that AF1339 may be replaced in the Panther Creek Pack while being held in captivity. If this occurred, AF1339 could be released and form a new pair with

another male prior to whelping in May. However, the newly established territory may impact stakeholders depending on the location of the pair.

2. If AF1339 is replaced, there is the potential that AF1339 is released and does not form a new pair with another male, and whelps pups as an individual animal. The IFT would likely need to provide supplemental feeding to assist AF1339 in raising the pups. In addition, if the timing works, the IFT may cross-foster some of AF1339's litter into another wild litter. Staff from USFWS and AGFD will have to be involved in expending resources to manage this scenario.
3. If both alpha animals from the Panther Creek Pack survive the full year, a similar action may need to be performed to prevent the sibling mating in 2019.
4. Removal of AF1339 may cause dispersal of uncollared pups in the Panther Creek Pack that were born in 2017, two of which may be cross-fostered animals, which would make collaring efforts by the IFT more difficult. It may be desired to capture and collar Panther Creek pups during the start of the 2018 helicopter count/capture operations prior to removing AF1339 to captivity.

Action 3 - Translocate Wolves for Management Purposes During 2018 (primarily wolves dispersing outside of the MWEPA).

The IFT will consider translocation onto Federal land inside the MWEPA in accordance with the 2015 10(j) Rule of Mexican wolves that travel outside of the MWEPA or that are removed for other management purposes. The IFT will assess: (a) the specific reasons for a translocation, (b) previous behavior of the wolf or wolves, and (c) the potential effects of the management action, prior to recommending a translocation. In addition, the IFT will consider the distribution of wolves, breeding vacancies, and genetics associated with the potential translocation candidate(s). Most translocations under these scenarios will be single animals and can occur anywhere within Zone 1 or Zone 2 as a hard release. The IFT will recommend the best available site based on site ranking, the USFS decision on new release sites, and current wolf distribution. The IFT will follow SOP 5.1 (Translocations) for communication with permittees and local officials in association with translocation events.

Favorable and Less Favorable Attributes of Action 3:

1. These wolves are maintained inside the MWEPA population as potential breeders.
2. Translocated wolves are radio collared and could pair with an uncollared wolf.
3. Translocated wolves may travel widely and repeat the behavior causal to the translocation (e.g. leaving the MWEPA).

Table 1. Packs that are predicted to produce pups in the wild during 2018. Other animals are likely to pair produce pups in 2018.

Pack	State	Previous Whelp Dates for Breeding Female	Minimum No. of Pups Produced ¹	Notes
Bear Wallow	AZ	4/8/17, 4/18/16	3, 2	
Bluestem	AZ	<4/25/17, 4/19/16, 4/18-4/29/15	4, 6, 8	AF1042 will be 12 in 2018 and AM1341 is fate unknown
Copper Creek	NM	5/5/17	Unknown/Failed Den	2017 was AF1444's first litter
Dark Canyon	NM	4/21/17	Unknown/Failed Den	2017 was AF1456's first litter
Elk Horn	AZ	4/16/17, 4/23/16, 4/22-4/25/15	2, 5, Failed	Successful cross-foster pack in 2016
Frieborn	NM ²	4/10/17 – 4/17/17	Unknown/Failed Den	2017 was AF1443's first litter
Hoodoo	AZ	4/15/17, 4/22/16	5, 6	
Iron Creek	NM	5/1/17, 4/24/16, 5/2/15	4, 5, 5	
Lava	NM	4/28/17	3	2017 was AF1405's first litter
Leopold	NM	Unknown, 5/15/16	Unknown, 3	Poor candidate for cross-fostering due to denning in the wilderness and associated logistics
Luna	NM	4/25/17, 4/23/16	4, 5	Potential for depredations post cross-fostering should be considered to determine cross-foster potential
Mangas	NM	4/23/17	4	2017 was AF1439's first litter. Same depredation concerns as Luna

Pack	State	Previous Whelp Dates for Breeding Female	Minimum No. of Pups Produced ¹	Notes
Maverick	AZ	4/10/17, 4/21/16, 4/19/15	Failed, 2, 2	
New Pair (f1562)	AZ	N/A	N/A	2018 will be f1562's first litter
Panther Creek	AZ	5/3/17, 5/4/16, 4/20/15	6, 5, Failed	Successful cross-foster pack in 2016 (2017 results pending). Planned for alternative action in 2018.
Prieto	NM	5/4/17, 5/2/16, 4/23/15	2, 4, 6	Near cattle in traditional denning area, but did not depredate in 2017
Prime Canyon	AZ	Non-Breeder in 2017	N/A	2018 will be f1488's first litter
Saffel	AZ	4/5/17	4	2017 was AF1567's first litter
San Mateo	NM	4/24/17, 4/20/16	8, 3	Cross-foster pack in 2017 (results pending)
SBP	NM	4/26/17	3	2017 was AF1553's first litter
Tsay-O-Ah	AZ	*	*	Dependent on White Mountain Apache Tribe's decisions/discussions

¹Number of pups will likely be refined during the 2017 population count. All data here-in should be considered preliminary. Final numbers will be reflected in the 2017 Annual Report.

²Boundary pack that occurs in both Arizona and New Mexico, but denned just on the New Mexico side of the border in 2017.

*Tribal data are considered proprietary and not displayed.

Table 2. Pairs that are planned to produce pups in captivity during 2018 and are currently being evaluated for their availability to contribute pups to cross-foster to the wild.

Pair	State	Previous Whelp Dates for Breeding Female	Minimum No. of Pups Documented	Estimated Drive Time to MWEPA ¹
M1478xF1539	Arizona	First time breeder		4 h 18 min
M1049xF1217	California	N/A ²		9 h 8 min
M1139xF1227	California	5/8/16, 5/9/17	7, 6	9 h 8 min
M1537xF1128	Colorado	First time breeder		8 h 55 min
M1195xF1265*	Illinois	5/29/15, 4/25/16, 4/22/17	4, 5, 5	22 h 47 min
M968xF1479	Indiana	First time breeder		21 h 7 min
M1344xF1530	Kansas	First time breeder		13 h 1 min
M1177xF1266	Missouri	4/17/15, 4/15/16	3, 6	17 h 59 min
M1249xF1216	Missouri	First time breeder		17 h 59 min
M1297xF1300	Missouri	5/7/16, 5/13/17	4 ³ , 8	17 h 59 min
M1298xF1374	Missouri	5/2/16, 4/2/17 ⁴	4, 1	17 h 59 min
M1229xF1365	New Mexico	N/A ²		3 h 45 min
M1336xF1323	New Mexico	5/22/17	4 ³	3 h 52 min
M1400xF1431	New Mexico	First time breeder		3 h 52 min
M1133xF1226*	New York	5/25/16, 5/22/17	3, 3	34 h
M1198xF1143	New York	5/4/16	1	34 h
M1564xF1505	New York	First time breeder		34 h
M1228xF1468	Ohio	First time breeder		23 h 39 min
M1396xF1129	Texas	First time breeder		12 h 17 min
M1336xF1422*	Washington	5/11/17	4	22 h 45 min

¹Drive time estimated from originating captive facility to Alpine, AZ provided as guidance in determining whether to drive or fly pups to MWEPA

²Pups never observed; unsure of production date or if pups were indeed born in captivity

³Because of early mortality in these litters, they would have been unavailable for cross-fostering efforts

⁴Litter produced through induced ovulation and artificial insemination, thus this whelp date should not be considered when analyzing previous whelp dates

*F1265 and F1226 will be artificially inseminated in 2018, thus their whelp date will likely be in early April based on induced ovulations. F1422 will be artificially inseminated using semen from M1336.

Figure 1. Potential 2018 breeding pairs and their relationship to the Bluestem Pack. All packs are shaded according to the percentage of ancestors in the last three generations that were direct Bluestem Pack descendants. For pups born to these packs in 2017, the percentage represents the proportion of their four maternal and four paternal great-grandparents that were direct offspring of the Bluestem Pack (n=8 great-grandparents; where a past breeder was not confirmed the denominator to calculate percent may be fewer than 8).

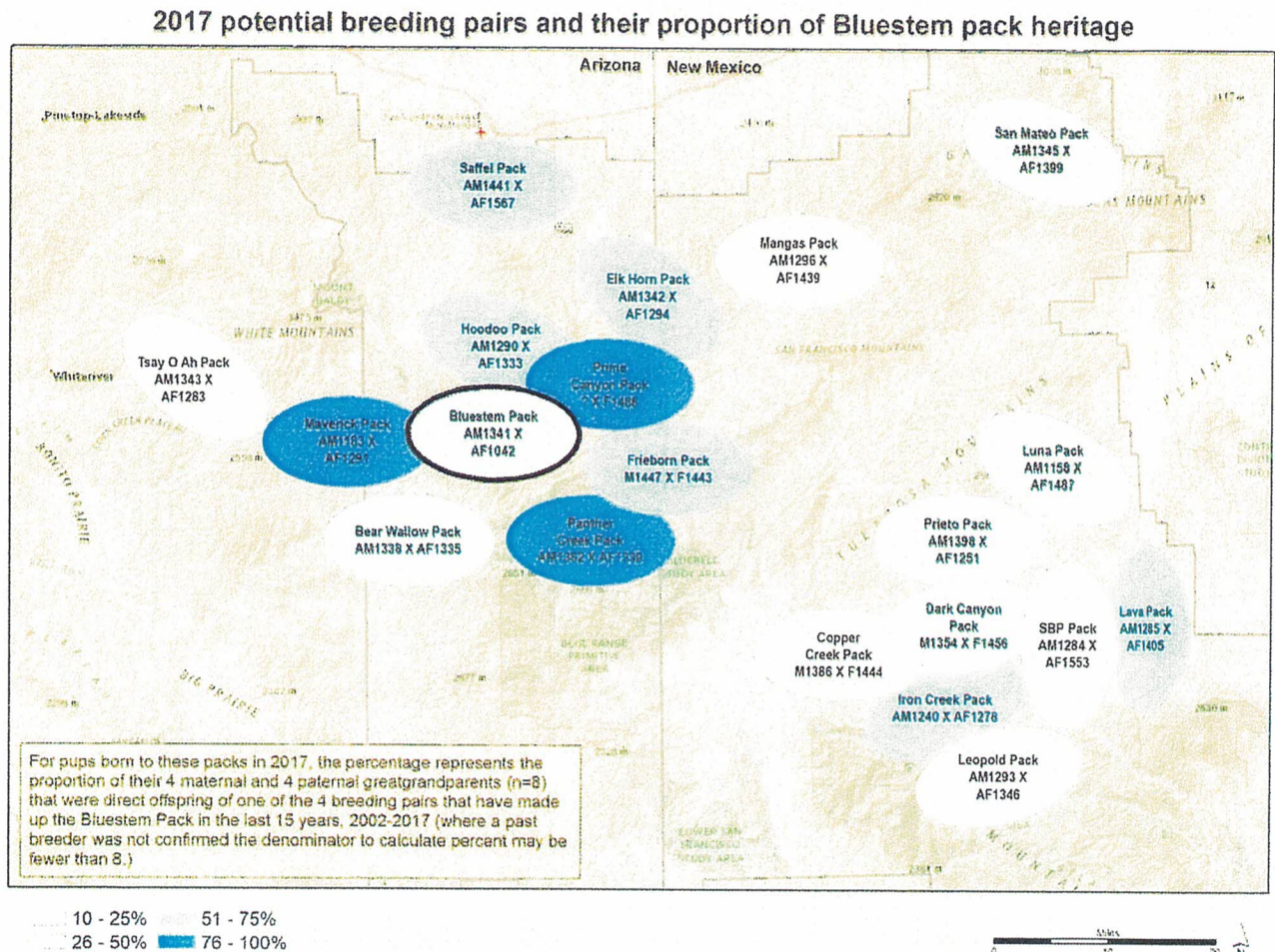


Figure 2. Mexican wolf home ranges for 2016 in Arizona and New Mexico within the Mexican Wolf Experimental Population Area (MWEPA). The shaded polygons on the map represent wolves having a minimum of 20 and a maximum of 466 independent radio locations and exhibiting movement characteristics consistent with a home range during 2016. The Bear Wallow and Maverick packs are represented with dots because there were not enough locations in 2016 to calculate home ranges for these packs.

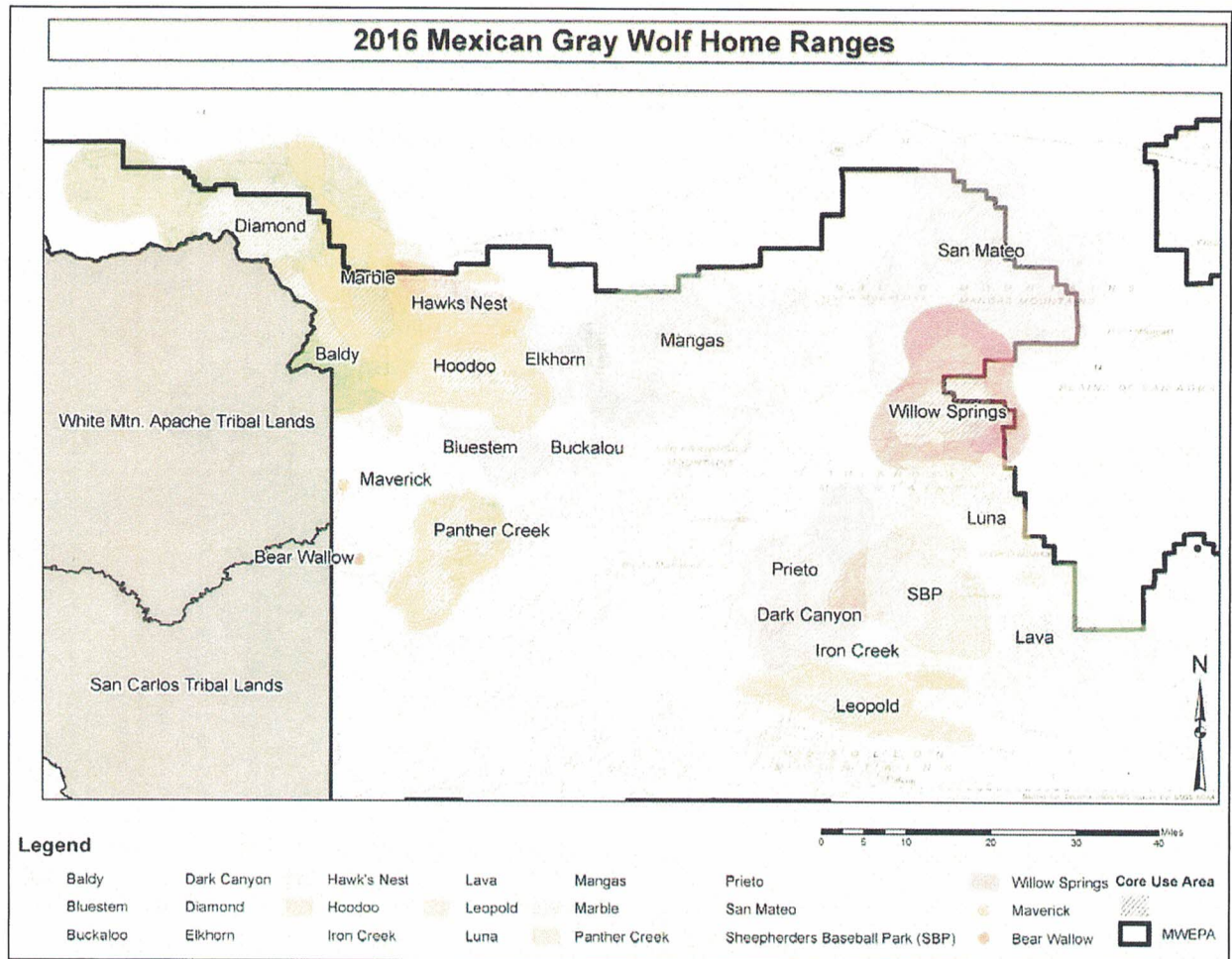
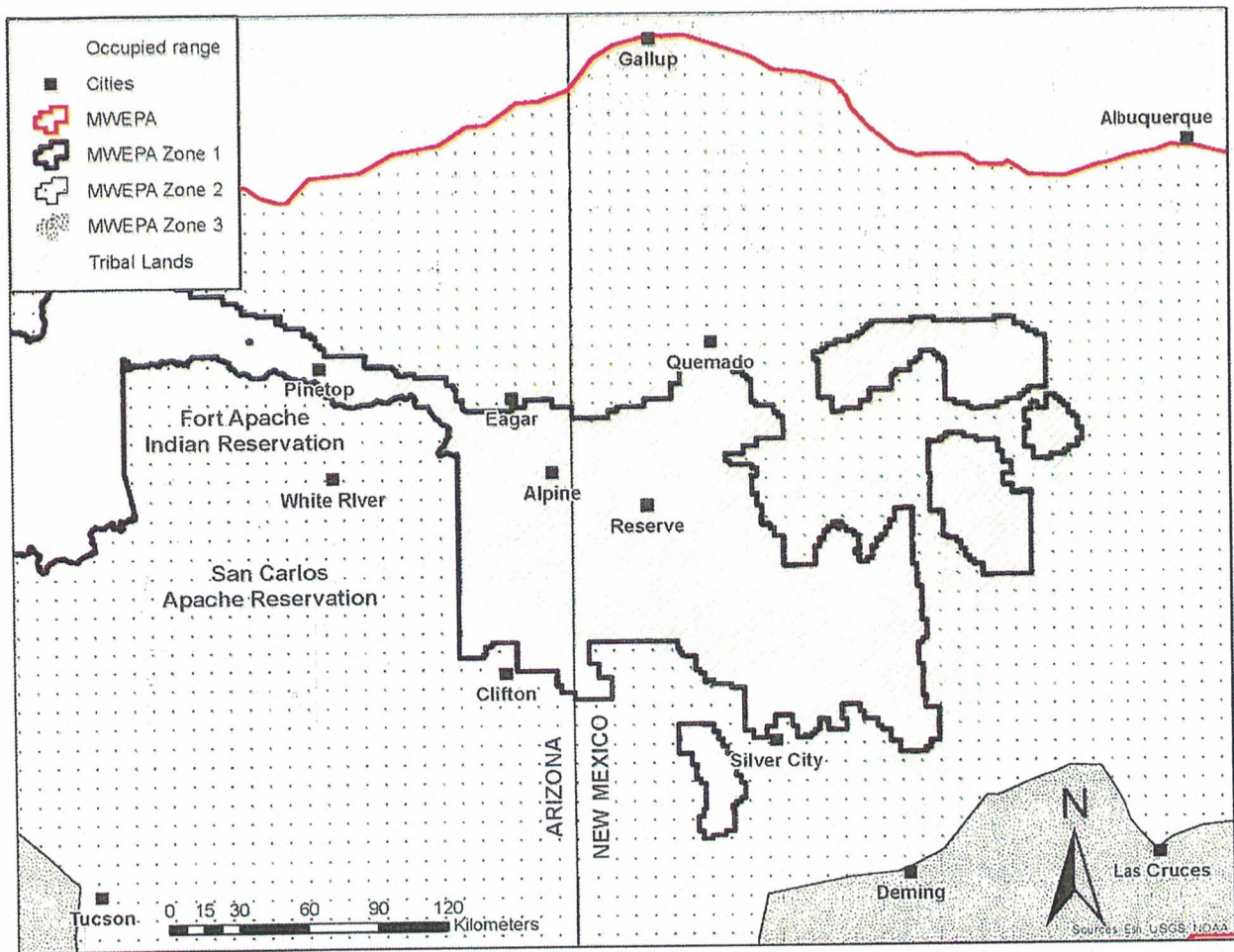


Figure 3. Mexican wolf occupied range in Arizona and New Mexico (2016) within the Mexican Wolf Experimental Population Area (MWEPA).





SUSANA MARTINEZ
GOVERNOR

ED BURCKLE
CABINET SECRETARY

Christopher Lee
ACTING DIRECTOR
FACILITIES MANAGEMENT DIVISION

State of New Mexico
General Services Department

ADMINISTRATIVE SERVICES DIVISION
(505) 476-1857

FACILITIES MANAGEMENT DIVISION
(505) 827-2141

PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-2036

STATE PRINTING & GRAPHIC SERVICES BUREAU
(505) 476-1950

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

DECEMBER 13, 2017

State of New Mexico
General Services Department
Attn: Mike Malinowski, FMD
P.O. Box 6850
Santa Fe, NM 87502

Cibola County Manager
Attn: Valerie Taylor, Interim CM
700 East Roosevelt, Suite 50
Grants, NM 87020

Re: LRN 2014-0023 – DVS – County of Cibola – 700 E. Roosevelt Ave., Ste 14 – Grants

Dear Valerie,

Please find three amendments for the lease between Cibola County and the NM Department of Veteran Services. The signatures of the DVS and the Facilities Management Division have been obtained. These amendments are ready for the County Commission signature and notarization on all three copies.

Please return two (2) original signed and notarized copies to me at the above address and I will distribute a copy to the DVS and retain one.

Thank you very much for all your assistance with this amendment to extend.

Sincerely and, Respectfully,

Mike Malinowski
Facilities Management Division
Leasing Specialist

Revised March 2017

AMENDMENT #1 TO LEASE AGREEMENT



This document constitutes Amendment 1 to Lease Record Number 2014-0023, between Cibola County, LESSOR and the New Mexico Department of Veteran Services, LESSEE for premises located at: 700 E. Roosevelt Avenue, Suite 14, Grants, New Mexico.

Lessor and Lessee agree to amend the Lease as follows:

Item 1. Square Footage.

Lease Paragraph 1. b. Square Footage of Leased Space, is hereby amended.

The current Useable Square footage of 1,100 will be decreased by 376 USF.

The new Useable Square footage will be 724 USF.

The current Leasable Square footage of 1,100 will be decreased by 376 LSF.

The new Leasable Square footage will be 724 LSF.

The reason for the decreased square footage is: Recent Lessor calculations of the building showed less square footage.

The effective date of the decrease is July 1, 2017.

Item 2. Exercise of Option to Renew.

Lease Paragraph 2, Term, is being extended due to the exercise of the first of three, three-year options to renew under lease paragraph 3, Options To Renew. The effective date is July 1, 2017, and the end date is June 30, 2020.

Paragraph 5, Rent, of the Lease is amended and it is agreed that rent shall be paid per the following schedule:

Option Years	Year	Term Dates		LSF	Total Annual Rent	Monthly Rent	Annual Cost per LSF
	1	07/01/14	06/30/15	1,100.0	\$3,300.00	\$275.00	\$3.00
	2	07/01/15	06/30/16	1,100.0	\$3,300.00	\$275.00	\$3.00
	3	07/01/16	06/30/17	1,100.0	\$3,300.00	\$275.00	\$3.00
*	4	07/01/17	06/30/18	724.0	\$2,172.00	\$181.00	\$3.00
*	5	07/01/18	06/30/19	724.0	\$2,172.00	\$181.00	\$3.00
*	6	07/01/19	06/30/20	724.0	\$2,172.00	\$181.00	\$3.00

Item 3. Duty to Insure

Paragraph 19 of the Lease is replaced by:

19. Duty to Insure.

- a. During the term of this lease and any extension thereof, Lessee shall provide coverage for liability of Lessee and its "public employees," as defined in the Tort Claims Act, and for its personal property and tenant's improvements and betterments, as required by New Mexico law.
- b. At all times during the term of this lease and any extension thereof, Lessor shall maintain in force a policy or policies of insurance providing:
 - 1. comprehensive general liability coverage of not less than \$1,000,000 limit per occurrence, including coverage for property damage, bodily injury and wrongful death. Such insurance policy or policies shall name the "State of New Mexico, its branches, agencies, instrumentalities and public employees" as additional insured on the endorsements, and
 - 2. an extended coverage endorsement or "All Risk" policy insuring for fire, lightning, vandalism, malicious mischief, loss of rents and other normal extended coverage for at least 80% of the replacement value of the premises,
- c. Lessor releases and discharges the Lessee and its "public employees" as defined in the Tort Claims Act from any and all claims, damages and causes of action arising out of any damage to or destruction of the leased premises where such damage or destruction was not caused by the willful act of Lessee or any of its "public employees."
- d. Lessor shall provide certificates of coverage or proof of self-insurance evidencing compliance with this section which shall be attached to this lease at the time of execution. Lessor shall notify Lessee within ten days after cancellation or expiration of any required coverage.

Item 4. Address for Notices, Payment of Rent, etc.

Paragraph 24, is amended to change "b" and add "c" as follows:

- b. Lessee: NEW MEXICO DEPARTMENT OF VETERAN SERVICES
Dept. of Veteran Services / Administrative Services Division
Attn: Salvador Soto, ASD Director
407 Galisteo Street, Room 142
Santa Fe, NM 87501
(505) 827-6303
Salvador.Soto@state.nm.us
- c. GENERAL SERVICES DEPARTMENT, FACILITIES MANAGEMENT DIVISION (Notices Only)
General Services Department / Facilities Management Division
Attn: Peter Barrington
Asset Management Bureau Chief or Designee
P.O. Box 6850
Santa Fe, NM 87502
(505) 629-8936
Peter.Barrington@state.nm.us

Except as noted above, all other terms and conditions of the Lease Agreement and Amendments remain unchanged.

LESSOR: Cibola County

By: _____ Date: _____
Jack Moleres, Chairman, Board of County Commissioners

Designee Printed Name and Title: _____

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

The forgoing instrument was acknowledged before me this _____ day of _____, _____,
by _____, on behalf of _____.
Printed Name of Authorized Signor Legal Name of Partnership, Corporation, Individual or
otherwise

Notary Signature _____

My commission expires: _____

Where Lessor is a partnership, corporation, or association, list all partners, officers and directors as may be applicable. This information shall be reflected in the space provided below (indicate if not applicable):

AGENCY LEGAL COUNSEL REVIEW:

This form as printed has been approved by the Office of the Attorney General. Alterations and additions to this amendment form should be reviewed separately.

This amendment has been reviewed and approved as to form by:

By: [Signature] Date: 10/30/17
Allison Hedgecock, DVS General Counsel, or Designee

Designee Printed Name and Title: ~~Salvador Soto~~ Allison Hedgecock ^{DVS} General Counsel

LESSEE: New Mexico Department of Veteran Services

By: [Signature] Date: 10/30/17
Salvador Soto, ASD Director, or Designee

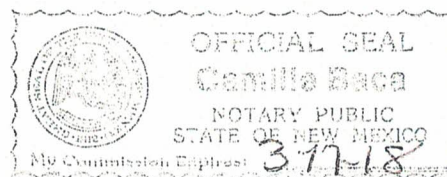
Designee Printed Name and Title: Salvador Soto - ASD Director

STATE OF NEW MEXICO)
COUNTY OF Santa Fe) ss.

The forgoing instrument was acknowledged before me this 30 day of October, 2017
by Allison Hedgecock, on behalf of Salvador Soto.

[Signature]
Notary Signature

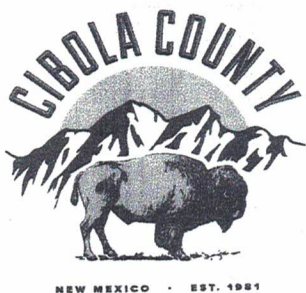
My commission expires: 3-17-18



GENERAL SERVICES DEPARTMENT, FACILITIES MANAGEMENT DIVISION

By: [Signature] Date: 12/13/17
Mr. Christopher Lee, Acting Director or Designee

Designee Printed Name and Title: _____



Office of the County Clerk

Michelle E. Dominguez

Phone: (505) 285-2535

Fax: (505) 285-2562

Email: mdominguez@co.cibola.nm.us

700 E. Roosevelt
Suite 50
P.O. Box 190
Grants, NM 87020

To: Jack Moleres
Robert Armijo
Robert Windhorst
Daniel Torrez
Martha Garcia

December 18, 2017

From: Michelle E. Dominguez, Cibola County Clerk

RE: Furlough Days, Overtime, Early Voting, County Vehicles

Dear Cibola County Commissioners,

We received our schedule of furlough days for January through March so I am coming before the Commission to request that the Clerk's Office be exempt from taking furloughs from January 1, 2018 to June 30, 2018. We are in an election year and we will have 2 Municipal elections we will be assisting with along with our Federal/County elections. The Clerk's office runs elections and has to be available at all times to answer questions or troubleshoot voting machines and all other election procedures required by law.

Now that we will be in election mode there will be times when we have to work over our 8am to 5pm schedule so I am requesting the commission approve for my employees to work overtime if this were to happen.

As I said before we are starting our elections process, in May early voting will begin in Ramah, Laguna and Acoma as mandated by law. I am going to need 3 full time employees (which I do not have) to work my early voting sites unless the commission allows my temporary election workers to drive a county vehicle to the early voting sites and back. When early voting begins the employee will have to leave our office by 6am and will return about 5pm. In the past Cibola County was under a consent decree due to being non-compliant with election laws. We are no longer under the consent decree or letter of agreement with the Department of Justice but if we fail to follow the election laws it will be a matter of time before another lawsuit will be filed if we fail to follow the election laws.

Thank you,

Respectfully,

Michelle E. Dominguez
Cibola County Clerk

**DISCUSSION ITEM ONLY
NO BACK UP
FOR COMPLIANCE BUDGET
AGENDA ITEM F.**