



CIBOLA COUNTY BOARD OF COMMISSIONERS

Robert Armijo
Chairman

Daniel Torrez
1st Vice Chairman

Jack Moleres
2nd Vice Chairman

Robert Windhorst
Commissioner

Martha Garcia
Commissioner

**Special Meeting
June 8th, 2018
4:00 PM**

**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. Public Hearing:**
 - a. Emergency Ordinance 2018-02 Proclamation Limiting Open Burning and Restricting the Sale and Use of Fireworks in the Un-Incorporated Areas of Cibola County
- 7. New Business – Action May Be Taken**
 - a. Consideration of Approval to Canvas Primary Election Votes
 - b. Consideration to Approve Emergency Ordinance 2018-02 Proclamation Limiting Open Burning and Restricting the Sale and the Use of Fireworks in the Un-Incorporated Areas of Cibola County
 - c. Consideration for approval of RFP for FY18 Audit Firm
 - d. To Appoint a Representative for Cibola County In Regards to the Potential Petroleum Refinery Economic Development Project
 - e. Consideration to approve Consultation Contract Between Cibola County and International Business Connection Ltd. Co. Regarding Petroleum Refinery Development and Associated Projects.
- 8. Budget Workshop**

Discussion-Kate Fletcher

9. Announcements

The next Regular Commission Meeting will be held on Thursday, June 28th, 2018 at 5:00p.m. in the Cibola County Commission Chambers.

10. 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 document 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.

6a.

**PUBLIC HEARING
EMERGENCY
ORDINANCE 2018-02**



CIBOLA COUNTY
EMERGENCY ORDINANCE 2018-02 AND PROCLAMATION
LIMITING OPEN BURNING AND RESTRICTING THE SALE AND USE OF FIREWORKS
IN THE UN-INCORPORATED AREAS OF CIBOLA COUNTY

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 4-37-1 *et seq.* provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

WHEREAS, NMSA 1978, Section 4-37-7 (1975) eliminates the general ordinance publication requirement for ordinances "dealing with an emergency declared by the board of county commissioners to be an immediate danger to the public health, safety and welfare of the county;" and,

WHEREAS, the danger of brush fires, grass fires, forest fires and structure fires is extremely high in the State of New Mexico and especially Cibola County and the surrounding jurisdictions; and,

WHEREAS, current conditions such as relative humidity, weather and fuel content and condition create an extremely high fire hazard in Cibola County; and,

WHEREAS, the probability of ignition of material and fire spread is extremely high in Cibola County; and,

WHEREAS, the Board of County Commissioners finds, based upon current drought indices published by the national weather service and other information supplied by the United States Forest Service and the New Mexico State Forestry, that severe drought conditions affect the unincorporated areas of Cibola County; and,

WHEREAS, in this County the Bluewater and Diener Canyon Fires are devastated land and property and continue to burn uncontained; and,

WHEREAS, as of April 18, 2018 the Cibola National Forest has imposed Stage 1 fire restrictions in all of Cibola's mountain districts, including the Mount Taylor, Magdalena (except for the Gallinas and Bear Mountain Ranges), Mountainair, and Sandia Ranger Districts; and,

WHEREAS, the Board of County Commissioners finds that restrictions should be imposed upon open burning and the sale and use of fireworks within the unincorporated areas of Cibola County; and,

WHEREAS, the Board of County Commissioners finds that there exists an immediate danger to the public health, safety, and welfare of Cibola County

WHEREAS, the findings of the Board are based on current drought indices published by the national weather service and other relevant information supplied by the United States forest service, the Fire Marshal and the State of New Mexico.

NOW THEREFORE, BE IT ORDAINED & PROCLAIMED BY THE BOARD OF COUNTY COMMISSIONERS, THAT:

- I. **DECLARATION OF DROUGHT CONDITIONS & FIRE HAZARDS.** The Board of County Commissioners hereby declares that Cibola County is suffering from extremely or serious drought conditions and high fire hazards represent a significant immediately threat to the peace, safety, health and welfare of Cibola County.
- II. **PROHIBITED OPEN BURNING.** The following types of open burning shall be prohibited unless a permit is obtained from the County Fire Marshal:
 - A. Campfires ("Campfire" means a fire set for cooking, warming, or ceremonial purposes, which is not more than three feet in diameter by three feet high, and has had the ground five feet from the base of the fire cleared of all combustible material);
 - B. Open fires;
 - C. Open Burning of vegetation or rubbish; and,
 - D. Any other smoke producing substance and material that creates a fire safety hazard. (Reference Regulation #301 of the Ambient Air Quality Standards and Air Quality Control Regulation).
- III. **DEFINITION OF FIREWORKS.** For purposes of this Ordinance/Proclamation, the word "fireworks" means any device intended to produce a visible or audible effect by combustion, deflagration or detonation. The term fireworks is used in this Ordinance/Proclamation includes but is not limited to the definition of the "fireworks" provided in NMSA 1978, Section 60-2C-2K (1999).
- IV. **LIMITED SALE AND USE FIREWORKS.** Pursuant to NMSA 1978, Section 60-2C-8.1 (F)(2)(a)(1999), the Board of County Commissioners does hereby allow the sale but limits the use of cone fountains, crackling devices, cylindrical fountains, flitter sparklers, ground spinners, illuminating torches, toy smoke devices, wheels and mines fireworks within the unincorporated areas of Cibola County to areas that are

paved or barren or that have a readily accessible source of water for use by the homeowner or the general public.

- V. PROHIBITED FIREWORKS. Pursuant to NMSA 1978, Section 60-2c-8.1 (F)(1) (1999) the following types of fireworks are banned from sale and use within the unincorporated areas of Cibola County: stick-type rockets, helicopters & aerial spinners, missile-type rockets, ground audible devices, firecrackers & display fireworks.
- VI. ALL FIREWORKS ARE BANNED IN WILDLANDS. Pursuant to NMSA 1978, Section 60-2C-8.1 F (2) (b) (1999), the Board of County Commissioners gives itself the power to and does hereby ban the use of all fireworks within wild lands in its jurisdiction. ("Wildlands" means any lands covered wholly or in part by timber, brush or native grass).
- VII. PERMIT FOR DISPLAY FIREWORKS. With the passage of this Ordinance/Proclamation under the authority of NMSA 1978, Section 60-2C-9 (1997), the Board of County Commissioners requires that any individual, association, partnership, corporation, or organization must secure a written permit from the Count to have display fireworks. Such display fireworks must be purchased from a licensed distributor in accordance with the aforementioned statute.
- VIII. ALL OTHER FIREWORKS ARE PROHIBITED. Except as permitted by this Ordinance/Proclamation, the sale and use of all other fireworks of any kind or description are banned within the unincorporated areas of Cibola County.
- IX. EFFECTIVE DATE AND DURATION. Pursuant to NMSA 1978, Section 4-37-9 (C) (1997), the Board of County Commissioners hereby declares it is necessary for the public peace, health, safety and welfare that this Ordinance/Proclamation take effect immediately after passage. This Ordinance/Proclamation shall be in effect for a 30 day period after the date of adoption. However, the Board of County Commissioners shall review the existing drought and fire conditions at each of its subsequent monthly meetings during that period. If improving conditions warrant action, the Board of County Commissioners may terminate the Ordinance/Proclamation by order.
- X. ENFORCEMENT
- A. The Sheriff's Department of Cibola County, the Cibola County Fire Marshal's Office, and any other legally qualified law enforcement officer or any of their agents shall have the ability to enforce this Ordinance/Proclamation.
- B. The Sheriff's Department has the authority to issue citations from complaints received by Fire Chiefs as witnessed or investigated.
- XI. PERMITS

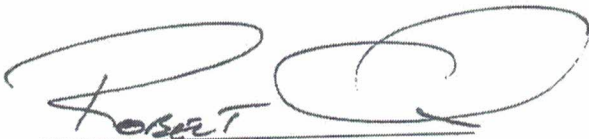
- A. Cibola County Fire Department Chiefs have the authority to issue permits, after consultation with the Cibola County Emergency Management Coordinator, within their fire districts and issue complaint(s) to the Sheriff's Department for violations of this ordinance's rules, restrictions and bans as implemented for the health, safety and welfare of the citizens. When a permit is given, Central Dispatch must be immediately notified by the Fire Chief.
 - B. Permits (for burning or fireworks displays as permitted by this ordinance) are issued based on adopted levels of fire restrictions. Permits are obtained from the Cibola County Fire Department Chiefs. Permit Holders are subject to fire rules and stipulations and must agree to comply with all provision.
- XII. COUNTY LIABILITY. Cibola County is not responsible or liable for any damages, fires, violations or offenses incurred by the permit holder(s).
- XIII. FIRE PREVENTION. Fire and Law enforcement will actively promote and support fire prevention and protection measurers within the boundaries of the county and in cooperation with its neighboring jurisdictions.
- XIV. COOPERATION. This Ordinance/Proclamation supports cooperation with and by cooperative agreement with federal, state, triabal and local partners. Each entity has the authority under the law to regulate and impose penalties in its respective jurisdiction.
- XV. ADOPTED LEVELS OF FIRE RESTRICTIONS. Federal, State tribal, and local entitnes, to include Cibola County, have adopted levels of fire restrictions based on fire danger, using National Fire Danger Rating System indexes and the RAWS)Remote Atomic Weather Station) and pertinaent data for determining, implementing and publishing fire danger levels and subsequent restrictions and/or implementing or rescinding fire restrictions and/or fireworks bans and may deemed necessary due to conditions. Other factors and indicator include available resources, preparation and resource levels and history of ignitions.
- XVI. PENALTIES
- A. Any violation of this Ordinance/Proclamation shall be deemed a misdemeanor and punishable by a fine of not more than three hundred dollars (\$300) and/or up to 90 days in jail.
 - B. Any individual firm, partnership or corporation that violations any provision of this Ordinance/Proclamation is subject to the civil penalties provided in NMSA 1978, Section 60-2C-11 (1989).
- XVII. SEVERABILITY. If any article, section, subsection, paragraph, sentence, clause, phrase, provision or portion of any article, section, subsection, paragraph, sentence, clause, phrase or provision in this Ordinance/Proclamation is, for any reason, held to be unconstitutional, invalid or void, the remaining portion shall not be affected since it is the express intention of the Cibola County Board of County Commissioners to

pass such article, section, subsection, paragraph, sentence, clause, phrase or provision and every part thereof separately and independently from every other part.

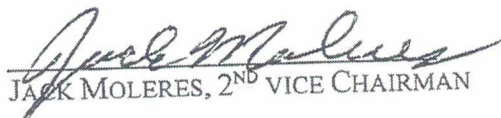
XVIII. REPEAL OF PREVIOUS ORDINANCES. This Ordinance/Proclamation supersedes any previous ordinance resolution or proclamation regarding open burning and fireworks including Ordinance 2012-11.

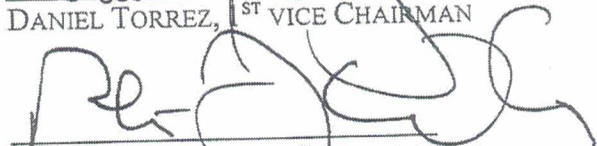
Approved, Adopted, and Ordained this 26th day of April, 2018

BOARD OF COUNTY COMMISSIONERS


ROBERT ARMIJO, CHAIRMAN


DANIEL TORREZ, 1ST VICE CHAIRMAN


JACK MOLERES, 2ND VICE CHAIRMAN


ROBERT WINDHORST, COMMISSIONER

MARTHA GARCIA, COMMISSIONER

ATTEST BY:


MICHELLE E. DOMINGUEZ, COUNTY CLERK



7a.

**NO DOCUMENTATION
PROVIDED
FOR THIS ITEM**

7b.

PLEASE SEE
DOCUMENTATION IN
PUBLIC HEARING
SECTION

7c.



BID TABULATION SUMMARY

(RFP) ANNUAL FINANCIAL AUDIT SERVICES PER STATE AUDITORS RULE 2.2.2 NMAC

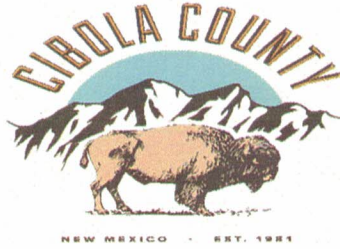
RFP # 2018-001

BID OPENING: Date: 5/29/2018

Time: 3:34 Pm

TOTAL BID - \$ 64,186 Per Year (3 Years)						
BIDDER - JARAMILLO ACCOUNTING GROUP	COMMITTEE MEMBER #1		COMMITTEE MEMBER #2		COMMITTEE MEMBER #3	
Letter of Transmittal Form (0 Points)	0		0		0	
Prior Local Gov. Experience (100 Points)	100		97		100	
Capability of IPA (300 Points)	250		295		250	
Work Requirements & Audit Approach (100 Points)	100		95		80	
IPA's Technical Experience (200 Points)	175		195		200	
Terminations (75 Points)	70		75		75	
Litigation and Claims (75 Points)	75		75		75	
Fee's (250 Points)	200		215		180	
Campaign Contribution and Disclosure Form (0 Points)	0		0		0	
Total points scored (1100 Total possible)	970		1047		960	
TOTAL BID - \$ 33,440 Per Year (3 Years)						
BIDDER - HARSH & COMPANY, LLP	COMMITTEE MEMBER #1		COMMITTEE MEMBER #2		COMMITTEE MEMBER #3	
Letter of Transmittal Form (0 Points)	0		0		0	
Prior Local Gov. Experience (100 Points)	50		88		40	
Capability of IPA (300 Points)	200		285		150	
Work Requirements & Audit Approach (100 Points)	50		80		40	
IPA's Technical Experience (200 Points)	100		180		180	
Terminations (75 Points)	45		75		0	
Litigation and Claims (75 Points)	75		75		75	
Fee's (250 Points)	200		200		200	
Campaign Contribution and Disclosure Form (0 Points)	0		0		0	
Total points scored (1100 Total possible)	720		983		685	

7d.



**CIBOLA COUNTY
BOARD OF COUNTY
COMMISSIONERS**

RESOLUTION 18-38

**APPOINTING RONNY PYNES COUNTY DELEGATE IN EXPLORING LOCATION OF
REFINERY IN CIBOLA COUNTY**

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, New Mexico 87020 on June 8, 2018, at 4 p.m. as required by law; and,

WHEREAS, the Cibola County Commission is the duly elected and governing body of the County of Cibola in the State of New Mexico;

WHEREAS, Representative Steve Pearce approached President Donald Trump's administration with a proposal to construct a refinery, which may provide a possible boon to the private economy and state and local finances; and,

WHEREAS, the Board of County Commissioners is interested in acquiring additional information about the potential ramifications, both positive and negative, of siting of a refinery in Cibola County; and,

WHEREAS, Ronny Pynes, a local resident, has expressed his willingness to serve as the County's delegate without compensation or other remuneration, including but not limited to travel, meals, benefits or other reimbursements, in exploring the location of a refinery in Cibola County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cibola County that the Cibola County Commission does hereby appoint Ronny Pynes as the County's delegate in the exploration of the siting of a refinery in Cibola County, with such appointment to be made without compensation or other remuneration, including but not limited to travel, meals, benefits or other reimbursements.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of County Commissioners of Cibola County that, with the exception of transmitting information in conjunction with this exploration of siting a refinery in Cibola County, Ronny Pynes has no authority, express or implied, to take any actions on behalf of the County, or to otherwise bind, commit, or obligate the County in any way.

APPROVED, ADOPTED, AND PASSED on this 8th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS

Robert Armijo, Chairman

Daniel Torrez, 1st Vice Chairman

Jack Molerres, 2nd Vice-Chair

Robert Windhorst, Commissioner

Martha Garcia, Commissioner

ATTEST BY:

Michelle E. Dominguez, County Clerk

New Mexico congressman seeks White House help for refinery

Morgan Lee, The Associated PressPublished 7:31 p.m. MT Feb. 9, 2017

(Photo: Courtesy)

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SANTA FE — The Republican congressman from oil-rich southern New Mexico has approached President Donald Trump's administration with a proposal to construct a refinery in a state grappling with a budget crisis and the nation's second-highest unemployment rate.

Speaking to a joint session of the New Mexico Legislature, U.S. Rep. Steve Pearce described the refinery project as a possible boon to the private economy and state government finances, while offering no details about the possible location within New Mexico, investors or potential federal subsidies.

Trump has promised increased infrastructure spending to restore lost jobs, accelerate the economy and bring prosperity to more Americans.

"We have pitched the administration on the building of a refinery here," Pearce said. He said the project could be configured to handle New Mexico crude oil, a less intensive task than processing sour, heavy oil that arrives on the Texas coast from countries such as Venezuela.

"The significant thing is that we could at this point be using New Mexico oil," he said. "Imagine if we were able to do it environmentally safe, if we were to build the latest technology here. ... Those would be \$60,000-a-year jobs in New Mexico."

Pearce, the former owner of an oil-field services firm, spoke glowingly of Trump's efforts to open the way for various pipeline construction projects in other states and to pressure U.S. companies to invest in manufacturing at home rather than abroad.

He heralded the creation of union jobs at projects including the Dakota Access Pipeline, cleared for construction this week by the Army Corps of Engineers. Native American tribal leaders in New Mexico wrote to Trump in January to express their opposition to extending the pipeline underneath a reservoir in North Dakota. The Standing Rock Sioux tribe says the project threatens its water supply.

New Mexico's Republican governor and Democratic-led Legislature have been searching for ways to trim the state's dependence on a boom-and-bust oil sector.

Amid plunging state tax revenues linked to energy markets, lawmakers and Gov. Susana Martinez have slashed agency spending and swept cash from school district accounts to plug a current-year budget deficit.

Pearce offered assurances that the local oil and natural gas sector is poised for a comeback, amid a flurry of multi-billion dollar lease acquisitions in the Permian Basin of West Texas and New Mexico.

He urged state lawmakers to put aside partisan differences and any bitterness from the 2016 campaign season to focus on redesign regulations without "choking jobs."

PEARCE STATEMENT ON NEW OIL REFINERY IN NEW MEXICO

Feb 13, 2017 Issues: [Economy and Jobs](#)

Los Lunas, NM (February 13, 2017) Congressman Steve Pearce released the following statement on the proposition of a new oil refinery in New Mexico:

"I continue to pursue and work for opportunities that can bring jobs and greater economic development to the state of New Mexico. One item of note is the construction and operation of a new oil refinery that would be built using private funds. I have offered to work with the democrat leadership in the State House and Senate to get the most environmentally friendly, state of the art construction," stated Rep. Pearce.

Rep. Pearce continued to state, "our state has infrastructure that can potentially strengthen our communities and promote production

capabilities. I will continue to meet with groups and listen to the people in our communities as we work towards a stronger New Mexico.”

Starting in 2013, Rep. Pearce has been meeting with representatives from the financial community, oil refining business, transportation, construction, Native American business development, and oil and gas exploration. Most recently, Rep. Pearce has presented this infrastructure opportunity to the Trump Administration.

Las Cruces Sun News.

PART OF THE USA TODAY NETWORK

We don't know if U.S. Rep Steve Pearce will be successful in his attempt to have a new oil refinery built in New Mexico, but we think the idea is intriguing.

Pearce, R-Hobbs, owned Lea Fishing Tools, an oilfield services business based in Hobbs, for several years, and still has contacts in the industry. He told members of the New Mexico Legislature last week that he has been speaking with members of the Trump administration about the possibility of building a new refinery in New Mexico.

“The significant thing is that we could at this point be using New Mexico oil,” he said in his address to legislators, according to The Associated Press. “Imagine if we were able to do it environmentally safe, if we were to build the latest technology here. ... Those would be \$60,000-a-year jobs in New Mexico.”

Obviously, an oil refinery would not be appropriate for many parts of the state. But, in areas that are already heavily reliant on oil and gas production, a refinery could be an economic boon.

In a press release on the issue, Pearce said the refinery would be built with private funds. He said he began meeting with representatives from the financial community and other potential stakeholders in 2013, and recently approached the Trump administration seeking support and assistance.

The president has pitched a national infrastructure bill, and has expressed his support for increased oil and gas development. He has also signed executive orders clearing the way for controversial pipeline projects to move forward.

There have been four new refineries built in the United States during the past three years, according to the [U.S. Energy Information Administration](#), three in Texas and one in North Dakota. Before that, there had been only one opened in the 17 years between 1998 and 2015.

Pearce stressed that a new refinery in New Mexico would be safer than older refineries in other states. The horror stories regarding the environmental damage and public safety threat of poorly regulated refineries are too many to ignore, the most obvious example being the explosion at a BP refinery in Texas City, Texas, in 2005 that killed 15 workers and injured 180.

There are also concerns about the health risks to both refinery workers and residents living close to oil refineries that need to be addressed.

Pearce predicted better days ahead for New Mexico oil and gas production, following what has been a prolonged period of low productivity caused by low prices. On that score, we hope he is correct.

We don't know how far along Pearce is with this proposal, or how receptive the federal government will be to supporting it. It seems clear that his goal at this point is to lay the groundwork for local legislators.

"I have offered to work with the Democrat leadership in the state House and Senate to get the most environmentally friendly, state of the art construction," he said.

Should such a proposal come to fruition, we would expect lawmakers to ask tough questions about the potential harmful impacts and get solid assurances as to how they would be addressed. But, we would also hope that any proposal to significantly increase jobs in New Mexico would get a fair hearing from lawmakers in both parties.

7e.

PROFESSIONAL SERVICES CONTRACT

CIBOLA COUNTY

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

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

2. Compensation.

A. The County shall pay to the Contractor in full payment for services satisfactorily performed at the following rates as specified in the table below, to be invoiced after performance of the services.

IBC Ltd. Co. Rate Sheet

Table 1

	Normal Rates	Discounted Rates Specific to "Project"
Senior Technical Project Manager	\$350 per hour	\$175 per hour
Project Engineer	\$250 per hour	\$125 per hour
Specialists	\$150 per hour	\$100 per hour
Administrative Support	\$50 per hour	\$25 per hour

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$60,000.00, plus GRT, for phase I. In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County

no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

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

3. Term.

This Agreement is for one (1) year from the date of approval by the Cibola County Board of County Commissioners. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under

this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

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

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

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

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

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

13. Amendment.

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Disclaimer and Hold Harmless.

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

21. Indemnification.

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

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Authority.

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

25. Lobbying.

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

26. Approval of Contractor Personnel.

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

27. Survival.

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

28. Succession.

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

29. Force Majeure.

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

30. Mediation.

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

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Cibola County Manager, pursuant to the

Manager's delegated authority. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

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

33. Cooperation.

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

34. Incorporation and Order of Precedence.

In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself.

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

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

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

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

- i. provide a procuring agency of the County the right to continue using the product or service;

ii. replace or modify the product or service so that it becomes non-infringing;
or

iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Notices.

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

To the County: Kate Fletcher, County Manager // 700 East Roosevelt, Suite 50 // Grants, NM 87020

To the Contractor: International Business Connection Ltd. Co.
P.O. Box 935
Mesilla Park, NM 88047
Telephone: 575-649-4084
Gary@IBCaccess.com
Attention: Gary Coppedge

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

By: _____ Date: _____
Contractor

Printed Name: Gary Coppedge

Address: International Business Connection Ltd. Co.
P.O. Box 935
Mesilla Park, NM 88047

By: _____ Date: _____
Cibola County Manager

Printed Name: Kate Fletcher

Address: 700 East Roosevelt, Suite 50
Grants, NM 87020

By: _____ Date: _____
Cibola County Purchasing Agent

Printed Name: Wendy Self

Address: 700 E. Roosevelt, Suite 50
Grants, NM 87020

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this _____ day of _____, 2018.

ROBERT ARMIJO, CHAIRMAN

DANIEL TORREZ, 1ST VICE CHAIR

JACK MOLERES, 2ND VICE CHAIR

ROBERT WINDHORS, COMMISSIONER

MARTHA GARCIA, COMMISSIONER

ATTEST BY:

MICHELLE E. DOMINGUEZ, COUNTY CLERK

Attachment 1

Scope of Work

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

At the direction of the County's Representative, Consultant shall provide the following services ("the Services") to County; for the refinery development and associated projects located at Milan, NM. ("the Project")

Phase One: (i) Project identification and definition of project scoping, (ii) site development strategy and advice, , (iii) other consulting services as requested relating to the Project or other affiliated projects in Cibola County. IBC shall designate Gary Coppedge and Brandon Coppedge (IBC project team) as the primary service providers to Company, and shall devote adequate time to this project to complete the assigned tasks.

Phase Two: Management of RFP process as defined at the end of Phase One

Phase Three: Management of Project implementation, permitting and construction

8.

NO

DOCUMENTATION

FOR BUDGET

WORKSHOP

ITEM