



# **CIBOLA COUNTY BOARD OF COMMISSIONERS**

Robert Armijo  
Chairman

Daniel Torrez  
1<sup>st</sup> Vice Chairman

Jack Moleres  
2<sup>nd</sup> Vice Chairman

Robert Windhorst  
Commissioner

Martha Garcia  
Commissioner

**Special Meeting  
November 9th, 2018  
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 on any subject during the public comment period. Speaker's comments will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit is given in an effort to allow public input but also to move the agenda forward in a prompt yet efficient manner.

8. **Minutes**

- a. Minutes from October 25, 2018 Regular Meeting

9. **New Business – Action May Be Taken**

- a. Resolution 18-62-Establishing The 2019 Holiday Schedule
- b. Consideration for Approval of NMSU Proclamation for 50<sup>th</sup> Year Anniversary of the Community College Branch Grants Campus.
- c. Consideration for Approval and Discussion of JPA for City of Grants Senior Center, Public Library and Animal Center between Cibola County and City of Grants.
- d. Consideration for Approval of DFA LDWI Amended Grant Agreement, to Accept the Increase of Grant funds. [\$33,336.68]

- e. Consideration for Approval of Resolution 18-63 to Collapse Current NMFA Loans #3762-PP and #3761-PP for Bluewater Village VFD and Fence Lake VFD.
- f. Consideration for Approval of Resolution 18-64 to Apply for a New NMFA Loan for Bluewater Village VFD's requesting \$550,000.
- g. Consideration for Approval of Requisition for CenturyLink-To Increase Storage of Virtualization Server by 7 TB, Invoices from Cibola General, Invoices from Trust Pharmacy

#### **10. Executive Session**

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

- Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section 10-15-1, only the following matters will be discussed in closed session:

#### **Personnel**

- a. Kate Fletcher

#### **11. New Business – Action May Be Take**

- a. Consideration of Approval for Manager's Pay Program

#### **12. Announcements**

There will be a Special Commission Meeting that takes the place of the Regular Commission Meeting on Monday, December 17th 2018 at 5:00p.m. in the Cibola County Commission Chambers.

Cibola County Offices will be closed on Monday November, 12 2018 in Observance of Veteran's Day and Thursday, November 22<sup>nd</sup> and Friday, November 23<sup>rd</sup> in Observance of Thanksgiving Holidays.

#### **13. 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.

# MINUTES

## 9a.

October 25<sup>th</sup>, Regular Commission Meeting

***Cibola County Commission***  
**Regular Meeting**  
**Thursday October 25<sup>th</sup>, 2018**

The Cibola County Commission held a Regular Meeting on Wednesday October 25<sup>th</sup>, 2018 at 5:00 pm in the Cibola County Commission Center

**Elected Officials Present Staff**

Robert Armijo, Chairman  
Daniel Torrez, 1<sup>st</sup> Vice Chairman  
Robert Windhorst, Commissioner  
Martha Garcia Commissioner

Kate Fletcher, County Manager  
Paul Ludi, Finance Director  
Michelle Dominguez, County Clerk  
Natalie Grine Chief Deputy Clerk

**A. CALL TO ORDER**

Chairman Armijo called the meeting to Order at 5:00 pm.

**B. ROLL CALL**

Chairman Armijo does roll call 4-5 Commissioners in attendance.  
Chairman Moleris was absent.

**C. Pledge of Allegiance** Recited by all.

**D. Prayer** Commissioner Windhorst led us in prayer.

**E. Approval of Agenda**

Motion to approve the agenda made by Commissioner Torrez with the change of Item G moved to Item F and item F to item G second by Commissioner Windhorst 4-0 affirmative.

**F. Approval of Minutes**

**September 27<sup>th</sup>, 2018 Regular Meeting**  
**October 11, 2018 Special Meeting**

Commissioner Windhorst made a motion to approve the minutes for the Regular Commission meeting of September 27, 2018, and the October 11, 2018 Special Meeting second by Commissioner Torrez 4-0 affirmative



## **G. Commissioner's Report**

Commissioner Armijo stated that the transfer station is complete in Seboyeta, and it is very nice.

Commissioner Torres stated there is a resident in San Rafael complaining that the trash is not being picked up. Manager Fletcher stated she will look into what the problem is.

Commissioner Windhorst stated that on September 28<sup>th</sup> they had two cleanups one in San Rafael and one in San Fidel which were very successful, they also had a cleanup in Grants on the 6<sup>th</sup> of October all dumpsters were full. Commissioner Windhorst also stated that he attended the 4-H banquet which turned out very nice. Commissioner Windhorst mentioned that he was invited to the 243<sup>rd</sup> Marine Corp Ball which will be held on November 10<sup>th</sup>, 2018.

Commissioner Garcia stated that she has been busy with the NWNMCOG, she has went over the audit, and they are in good standings. Commissioner Garcia also mentioned that the COG is still short staffed in the financing area. Commissioner Garcia will be in Farmington on the 14<sup>th</sup> of November for the final audit report.

## **H. Public Comments**

Joan Klonowski stated that she was concerned about a possible refinery been built in Milan, Mrs. Klonowski mentioned several incidents that have happened at other refinery, explosions, spills, and loss of lives. Mrs. Klonowski stated that she would like to have the public speak out on this refinery to see if they are in favor of one being built.

**I. Presentation**

Rony Pynes gave a brief update on the Refinery Project, Pynes mentioned to the Commissioners that the most of the numbers that I'm going to share came directly from the consultants. Pynes stated that the refinery will be located in Milan NM in the Industrial Park. Pynes mentioned that he has been talking to Gary Coppedge the president and CEO International Business Connections Ltd that was hired to do the preliminary study into whether a refinery would be viable in Cibola County. Pynes said that Coppedge believes that he is about 75 to 80 percent complete with phase one of the project, there are three phases of this project. Mr. Coppedge has to gather data like traffic counts, population counts, and pipeline network systems. Pynes also mentioned to the Commissioners that this facility would not close the refinery near Gallup. Pynes stated that U.S. Representative Steve Pearce has been involved with this project since day one and has discussed the project with many other people, and we are talking about going to the White House with the three resolutions approved by Cibola County, Village of Milan, and the City of Grants.

**J. New Business Action May Be Taken**

- a. Consideration for Approval of Confirmation of Payment for NWNMCOG-ISA#2017-001, Requisition for Municipal Emergency Services (MES) for New Bunker Gear for San Rafael Fire Dept., Invoice from Cibola General, Invoice for Trust Pharmacy**

Motion to approve payment for NWNMCOG-ISA#2017-001, Requisition for (MES) for New Bunker Gear for San Rafael Fire Dept., Invoice from Cibola General, Invoice for Trust Pharmacy was made by Commissioner Windhorst, second by Commissioner Torrez 4-0 affirmative.

- b. Consideration for Approval of Resolution 18-56 First Amendment to LGRF COOP Agreement CAP-6-19 (196)-Match Waiver**

- c. Consideration for Approval Resolution 18-57 First Amendment to LGRF COOP Agreement SB-7606 (198) 19-Match Waiver**

Motion to approve Resolution 18-56 First Amendment to LGRF COOP and Agreement CAP-6-19 (196)-Match Waiver and Resolution 18-57 First Amendment to LGRF COOP Agreement SB-7606 (198) 19-Match Waiver was made by Commissioner Torrez, second by Commissioner Windhorst 4-0 affirmative.

d. **Consideration for Approval Resolution 18-58 FY19 Budget Adjustment No. 2**

e. **Consideration for Approval of Resolution 18-59 FY19 Quarterly Report-1<sup>st</sup> Quarter**

g. **Consideration for Approval of Resolution 18-61 Deposition of Road Department Equipment /Personal Property**

Motion to approve Resolution 18-58, FY19 Budget Adjustment No. 2 Resolution 18-59 FY19 Quarterly Report-1<sup>st</sup> Quarter, and Resolution 18-61 Disposition of Road Department Equipment/Personal Property made by Commissioner Torrez, second by Commissioner Windhorst 4-0 affirmative.

f. **Consideration for Approval of Resolution 18-60 In Support of NMAC Priority List for 2019 Legislative Session**

Motion to approve Resolution 18-60 In Support of NMAC Priority List for 2019 Legislative Session was made by Commissioner Garcia, second by Commissioner Torrez 4-0 affirmative.

**K. Managers' Report**

a.) County Roads vs. Private Roads

b.) State Contractor- Gary Perez

c.) 1997 JPA with City of Grants for Senior Center, Library and Animal Care Center

d.) New Mexico Association of Counties (NMAC) Letter-List of Priorities

e.) Shooting Range Update.

Reports on File.

**L. Executive Closed Session**

Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section §10-15-1, and that only the following matters will be discussed in closed session.

Motion to go into executive session was made by Commissioner Torrez second by Commissioner Windhorst, at 6:31 p.m. 4-0 affirmative.

**Real Property**

- a.) Cibola General Hospital-Located on 1016 E. Roosevelt Ave., Grants NM 87020

**Personnel**

- a.) Kate Fletcher

Motion and roll call vote to return to regular session and that matters discussed in closed session were limited to those specified in motion for closure, and that no final action was taken, as per New Mexico Statutes Section §10-15-1. Motion was made by Commissioner Windhorst, second by Commissioner Torrez 4-0 affirmative at 7:01 p.m.

**New Business- Action May Be Taken**

- a. Cibola General Hospital-Located on 1016 E. Roosevelt Ave., Grants, NM 87020  
No action taken
- b. Kate Fletcher  
No action taken

**M. ANNOUNCEMENTS**

There will be a Special Canvassing Meeting on Friday, November 9<sup>th</sup>, 2018 at 3: 00 pm in the Cibola County Commission Chambers

There will be a Special Commission Meeting that takes place of the Regular Commission Meeting, on Friday November 9<sup>th</sup>, 2018 at 5:00 p.m. in the Cibola County Commission Chambers

**N. ADJOURNMENT**

A motion to adjourn the meeting made by Commissioner Torrez, second by Commissioner Garcia 4-0 affirmative at 7:02 pm.



# NEW ITEMS

## 9 a.

Resolution 18-62 Establishing The 2019 Holiday  
Schedule



**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION № 18- 62**

**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 November 09, 2018 at 5:00 p.m. as required by law; and,

**WHEREAS**, the Cibola County Board of Commissioners are 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 are further advised that these holidays either include traditionally observed holidays or are special Cibola County holidays previously designated by the Commission to benefit the County's employees;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Cibola County Commission that it adopts the following Holiday Schedule for 2019/2020 calendar year.

Monday, January 21, 2019 - Martin Luther King Jr Day  
Monday, February 18, 2019 - Presidents Day  
Friday, April 19, 2019 – Easter Holiday  
Monday, May 27, 2019 - Memorial Day  
Thursday, July 4, 2019 - Independence Day  
Monday, September 2, 2019 - Labor Day  
Monday, October 14, 2019 - Columbus Day  
Monday, November 11, 2019 - Veterans Day  
Thursday, November 28, 2019 -Thanksgiving Day  
Friday, November 29, 2019 -Thanksgiving Holiday  
Tuesday, December 24, 2019 – Christmas Eve Holiday  
Wednesday, December 25, 2019 - Christmas Holiday  
Tuesday, December 31, 2019 - New Year's Eve Holiday  
Wednesday, January 1, 2020 - New Year's Holiday

**APPROVED, ADOPTED, AND PASSED** on this 9<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
Robert Armijo, Chairman

\_\_\_\_\_  
Daniel J. Torrez, 1<sup>st</sup> Vice-Chair

\_\_\_\_\_  
Jack Moleres, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Robert Windhorst, Member

\_\_\_\_\_  
Martha Garcia, Member

Attest:

\_\_\_\_\_  
Michelle E. Dominguez, Cibola County Clerk

# NEW ITEMS 9 b.

NMSU Proclamation- 50<sup>th</sup> Year Anniversary





## **CIBOLA COUNTY BOARD OF COMMISSIONERS**

### *-- Proclamation --*

**WHEREAS**, the Community College Branch Campus of New Mexico State University located in Grants, New Mexico was established in 1968 through the cooperative efforts of New Mexico State University and the Grants Municipal Schools, and

**WHEREAS**, the Community College Branch Campus of New Mexico State University located in Grants, New Mexico moved to its present site in August 1969, renovated its main campus building – Walter K. Martinez Memorial Hall – during the 1977 – 1978 academic year, the campus Gymnasium – Joseph A. Fidel Activities Center – in 1993, and in 1998 named the general academic building – Francis W. (Frank) McClure Hall, and

**WHEREAS**, the Community College Branch Campus of New Mexico State University located in Grants, New Mexico continues to provide an accessible quality education through innovative teaching and learning that promotes respect and service for the diverse students and community members of the service area of Cibola County New Mexico, and

**WHEREAS**, the Community College Branch Campus of New Mexico State University located in Grants, New Mexico embraces innovation in teaching and learning to promote a sustainable, prosperous community, and

**WHEREAS**, the Community College Branch Campus of New Mexico State University located in Grants, New Mexico is designated as a Hispanic and Native American serving institution of higher education with educational outreach to these Peoples of Northwest New Mexico, and

**WHEREAS**, the Community College Branch Campus of New Mexico State University located in Grants, New Mexico has provided FIFTY YEARS of high quality academic instruction;

**NOW, THEREFORE**, the Board of County Commissioners of Cibola County, does hereby proclaim New Mexico State University at Grants a High-Quality Community College and declare its ongoing Mission and Purpose central to the well-being of the growth and prosperity of the University System and the Communities, Faculty, Staff, and Students it serves.

**APPROVED, ADOPTED AND PROCLAIMED on this 27<sup>th</sup> day of September, 2018.**

**BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY**

\_\_\_\_\_  
**ROBERT ARMIJO, CHAIRMAN**

\_\_\_\_\_  
**DANIEL TORREZ, 1<sup>st</sup> VICE CHAIR**

\_\_\_\_\_  
**JACK MOLERES, 2<sup>nd</sup> VICE CHAIR**

\_\_\_\_\_  
**ROBERT WINDHORST, COMMISSIONER**

\_\_\_\_\_  
**MARTHA GARCIA, COMMISSIONER**

**ATTEST BY:**

\_\_\_\_\_  
**MICHELLE E. DOMINGUEZ, COUNTY CLERK**

# NEW ITEMS

9 c.

JPA City of Grants-Senior Center, Public Library  
and Animal Care Center

ANIMAL  
CONTROL  
JPA



**JOINT POWERS AGREEMENT**  
**ANIMAL CONTROL AND SHELTER**  
**BETWEEN**  
**THE COUNTY OF CIBOLA**  
**AND THE CITY OF GRANTS**

**WHEREAS** the County of Cibola ("County") and the City of Grants ("City") are both political subdivisions of the State of New Mexico and constitute public agencies as defined by §11-1-2 NMSA 1978 and as such are empowered to enter into joint powers agreements pursuant to § 11-1-1 *et. seq.* NMSA 1978;

**AND WHEREAS** both the County and City have broad authority to regulate, restrain and control domestic and wild animals for the purpose of preventing nuisance, disease and animal cruelty within their territorial limits under § 3-18-1, § 77-1-12 and § 77-1-15.1;

**AND WHEREAS** the County and City have passed and maintained ordinances for the licensing and vaccination of domestic animals and the control of domestic and wild animals within their respective jurisdictions, and these ordinances are consistent with each other;

**AND WHEREAS** the County and City have budgeted for the control and regulation of animals in their respective jurisdictions;

**AND WHEREAS** the County and City share these powers in common pursuant to § 4-37-1, and agree to exercise these powers in common;

**AND WHEREAS** the County and City desire that their services and efforts not be unduly duplicated;

**NOW THEREFORE FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION IT IS UNDERSTOOD AND AGREED AS FOLLOWS:**

1. Pursuant to § 11-1-1 *et. seq.* NMSA 1978, the County and the City ("Parties") hereby merge their respective animal control obligations to create a single Animal Control Department ("Department"), effective upon the approval of the Local Government Division of the Department of Finance and Administration ("DFA") for a term of ten (10) years. This term may be extended, from time to time, upon agreement of the Parties.

2. It shall be the purpose of the Animal Control Department to take all action necessary and proper to accomplish the terms of this agreement which may include the purchase of new equipment, maintenance of the City of Grants Animal Shelter, oversight of licensing and vaccination of domestic animals, the disposal of diseased and stray animals, and removal of wild animals pursuant to NMSA Article 77 and NMSA § 3-18-3.
3. The animal control ordinances of the Parties will be administered through the City of Grants Animal Shelter. The City shall receive and dispose of animals committed to the shelter by the County Sheriff's Department.
4. The City Animal Shelter agrees to respond in a timely manner to all animal control requests received from the County, and from citizens of the County.
5. The County Manager, or his designee, will oversee County Ordinance 87-1 which includes provisions for citations and penalties for violations of the Ordinance, as well as fines and incarcerations. Complaints will be heard in Magistrate's Court.
6. Fees charged for the boarding of impounded animals include impoundment charges, boarding charges and rabies vaccination charges are to be collected by the City, and used to maintain the Shelter.
7. The City, in consultation with the County Manager or his designee, shall be responsible for the disposal, release or adoption of any animal committed to the Shelter by the County.
8. The Cibola County Sheriff's Department will assist the City Animal Shelter Officers as necessary for the capture and impoundment of estrays, abandoned, abused or vicious animals, and provide for the prosecution of cases of animal cruelty and the prosecution of persons interfering with the duties of Animal Control officers.
9. The County will pay to the City for such Animal Shelter services, and for the maintenance of the Shelter \$30,000 per annum. Such monies are to be used solely for the support of the Shelter, and employee wages.
10. The City will provide the County with annual statements and accounts, and will



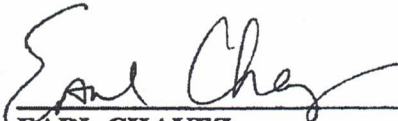
be strictly accountable for these funds per § 11-1-4 D NMSA 1978.

11. Both Parties may amend their respective Animal Control Ordinances as necessary, but these ordinances must continue to be consistent in operation.
12. The Parties may terminate this agreement at any time provided thirty (30) days notice is given to the other party, or such termination may be by mutual agreement.
13. In the event of termination, County funds shall be reimbursed in proportion to the services rendered by the City for that fiscal year. Any property, real or tangible, obtained by the Parties pursuant to this agreement shall be divided among the Parties according to the percentages of their financial contribution to the Shelter during the year in which termination occurs, after the payment of current debts.
14. This agreement shall be submitted for approval to the DFA and shall be effective upon the date such approval is given.
15. *See*            CPI increase will take affect January 1, 1999 on an annual basis, using the previous November's CPI number.





**COUNTY OF CIBOLA**

  
\_\_\_\_\_  
**EARL CHAVEZ**  
Chairman

11/21/97  
Date

**Attest:**

  
\_\_\_\_\_  
**PATRICIA ARAGON**  
County Clerk

**CITY OF GRANTS**

  
\_\_\_\_\_  
**WILLIAM SNODGRASS**

12-4-97  
Date

**Attest:**

  
\_\_\_\_\_  
**PEGGY J. JORDON**  
City Clerk

**Approved:**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_



LIBRARY

JPA

1998

## Joint Powers Agreement

### County - Municipal Free Public Library

This agreement is entered into by and between the County of Cibola, the City of Grants and the Village of Milan pursuant to the authority vested in these agencies under the Joint Powers Agreement Act, Sections 11-1-1 to 11-1-7 NMSA 1978. The County of Cibola, the City of Grants and the Village of Milan are public agencies as defined in Section 11-1-2A NMSA 1978.

The City of Grants owns and operates the Mother Whiteside Memorial Library (hereinafter referred to as Library) as a free public library serving residents throughout the County of Cibola and its several towns including the Village of Milan.

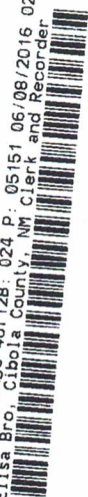
The County of Cibola, the City of Grants and the Village of Milan desire to enter into a Joint Powers Agreement in order to share the administrative and capital outlay costs of the Library and in consideration thereof agree as follows:

The City of Grants shall be the lead administering agency for the Library with the County of Cibola and the Village of Milan being represented by members on an advisory board to the Library as provided in City of Grants Ordinance 356.

The City of Grants shall have sole authority over the disposition of Library property and shall retain any fines and donations received by and/or for the Library.

The City of Grants shall provide all parties with an annual accounting and budget for the Library by June 30 of each year, including statistics of Library use to be used to determine equitable reimbursements.

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Elisa Bro. Cibola County, NM Clerk and Recorder



Upon a monthly billing, the County of Cibola shall pay the City of Grants in the amount of 30% of the total administrative and capital outlay costs of the Library each fiscal year.

Upon a monthly billing, the Village of Milan shall pay the City of Grants in the amount of 10% of the total administrative and capital outlay costs of the Library each fiscal year.

The City of Grants shall be obliged in the amount of 60% of the total administering and capital outlay costs of the Library each fiscal year.

The percentages for reimbursements set forth above are derived from statistics of Library usage and represent a negotiable amount at the time of determination and acceptance of this agreement: and it is mutually agreed that these terms may be Renegotiated at any time upon sixty days notice one to the others in writing.

The City of Grants recognizes the need to reach these percentages gradually and therefore agrees to the following schedule of incremental percentages:

For fiscal year 1998-1999 (approximately)

County	9%	City	86%	Village	5%
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For fiscal year 1999-2000

County	18%	City	75%	Village	7%
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For fiscal year 2000-2001

County	25%	City	66%	Village	9%
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For fiscal year 2001-2002

County	30%	City	60%	Village	10%
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Should the County of Cibola and/or the Village of Milan fail to furnish reimbursement within twenty days of the due date, the City of Grants reserves the right to impose a delinquent payment charge in the amount of 1% of the amount due, and for each month thereafter that the amount remains delinquent.

This agreement in no way precludes nor inhibits separate funding for additional Library acquisitions, such as a County Bookmobile, and/or change in Library ownership pursuant to New Mexico Statute 3-18-14C.

This agreement is in effect on and from the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

Signed:

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Elisa Bro. Cibola County, NM Clerk and Recorder





### Library Use By Governmental Unit

Ave.	0.5578	0.1184	0.2934
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	Grants	Milan	Cibola
92-93	0.588	0.126	0.275
93-94	0.547	0.099	0.281
94-95	0.555	0.111	0.305
95-96	0.546	0.138	0.291
96-97	0.553	0.118	0.315



# SENIOR CENTER

## JPA

JOINT POWERS AGREEMENT



Between the  
City of Grants, Village of Milan  
and the  
County of Cibola  
for the  
Establishment of a Service Area Agency to  
Serve the Senior Citizens in Cibola County

This agreement made pursuant to the Joint Powers Agreement Act (4-22-1 to 4-22-7) by and between the City of Grants, a municipal corporation within the State of New Mexico, hereinafter called "Grants"; the Village of Milan, a municipal corporation within the State of New Mexico, hereinafter called "Milan"; and the County of Cibola, a political subdivision of the State of New Mexico, hereinafter called "County", is entered into for the purpose of formalizing the locally agreed upon responsible agency or agencies in the designated service area which will provide services for the Senior Citizens of Cibola County.

WHEREAS, The New Mexico State Agency on Aging, pursuant to the provisions of the "Older Americans Act of 1965, as Amended" has designated the Middle Rio Grande Council of Governments (MRGCOG) as the Area Agency which will develop and maintain an Areawide comprehensive Plan for a Coordinated Service System for Older Americans, and

WHEREAS, The Board of Directors of the MRGCOG has established five sub-areas, as shown on the attached map (Exhibit A) which is made part of the agreement, in which local programs for services to senior citizens will be maintained, and

WHEREAS, The elected officials representing the parties of this agreement have determined it appropriate to make



allocation of Federal and State Resources made available to the MRGCOG to assist with the provision of services to older persons.

NOW, THEREFORE, the parties of this agreement acting through their duly elected governing bodies do hereby agree as follows:

"Grants" will act as the lead and principal sponsoring agency for the Service Area of Cibola County and will provide services as specified in an annually agreed upon and approved "Service Area" plan through the use of the City staff and facilities and/or through contractual services;

"Grants" shall cause to be prepared an annual service area comprehensive plan which will identify all services being provided to and for senior citizens, including those for which Federal and State assistance will be provided.

"Grants" will participate in the preparation of the annual areawide plan and program which will incorporate the "Service Area" plan and be the basis for the allocation of resources and contractual arrangements with the MRGCOG for the distribution of funds and program accomplishments.

"Grants" shall cause to be maintained a Service Area "Advisory Board" of at least 10 members. Appointments shall be made by parties to this agreement in accordance with general population distribution. "Grants" shall appoint a minimum of five members; "Milan" a minimum of two members; and the "County" a minimum of three members.

Two of the "Service Area" Advisory Board members will be nominated by the Advisory Board for membership on the MRGCOG Board of Director's Senior Citizens Advisory Council with appointments to the Council being made by the MRGCOG Board of



"Grants", in concert with the other parties to this agreement, will prepare a budget which will include financial resources in cash and "In-Kind" services facilities to be provided and committed by the local agencies along with funds to be allocated through MRGCOG. Such a budget will be included as part of the plan for the Service Area, which will in turn become part of the Areawide Plan and Program.

This agreement will remain in force until such time as any party to this agreement may deem it advisable to terminate their participation in the program or seek amendment. Such termination of amendment may be caused by any party to this agreement through notification to the other parties in writing at least 30 days in advance of the intention.

CIBOLA COUNTY BOARD OF COMMISSIONERS  
CIBOLA COUNTY, NEW MEXICO

Clovis Baca  
Clovis Baca, Chairman  
County Commission

Frank McClure  
Frank McClure  
County Commissioner

Bonifacio Chavez  
Bonifacio Chavez  
County Commissioner

Eddie A. Jaramillo  
Eddie Jaramillo  
Mayor of Milan

Mitchell Wells  
Mitchell Wells  
Mayor of Grants

ATTEST:

*[Handwritten signature]*



**TOTAL MONTHLY COSTS  
FOR THE 3 JPA'S**



## Confirmation of Receipt of Goods or Services

An invoice/Receipt was received on : 9/18/2018 for(select one below)

- ☐ Purchase order number: \_\_\_\_\_
- ☒ An invoice where no PO was issued or a PCARD was used  
(please fill in fund number and amount below)

Vendor: CITY OF GRANTS

Description	Fund Dep. Line Item	Amount
JPA JULY 2018	401-001-401-09919	5,250.03
JPA SEPT 2018	401-001-401-00919	5,250.03
Total:		\$ 10,500.06

Please confirm below by selecting the appropriate line that all goods or services have been recieved and are in good condition so that we may process the invoice for payment.

- ☒ All Goods have been received and or services completed
- ☐ A partial shipment has been received
- ☐ All items were received but the following were damaged and should not be paid for:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ☒ Verify all invoices have been attached

Signature: \_\_\_\_\_

*Kate [Signature]*

Department: \_\_\_\_\_

Cibola County Manager

Date: \_\_\_\_\_

9/18/2018



# STATEMENT

1856

P.O. BOX 879 • 600 WEST SANTA FE AVENUE • GRANTS, NEW MEXICO 87020 • TELEPHONE 505-287-7927

**CIBOLA COUNTY**

**7/1/2018**

TO:

DATE

**700 E. ROOSEVELT SUITE 50**

**GRANTS, NEW MEXICO 87020**

**THE MONTH OF JULY, 2018**

**JOINT POWERS AGREEMENT**

**ANIMAL CONTROL**

**\$ 2,500.00**

**LIBRARY**

**\$ 416.66**

**CIBOLA SENIOR CITIZENS**

**\$ 2,333.37**

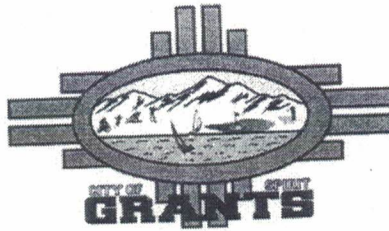
**TOTAL**

**\$ 5,250.03**

BY:

TITLE:





# STATEMENT

1872

P.O. BOX 879 • 600 WEST SANTA FE AVENUE • GRANTS, NEW MEXICO 87020 • TELEPHONE 505-287-7927

**CIBOLA COUNTY**

**9/1/2018**

DATE

TO:

**700 E. ROOSEVELT SUITE 50**  
**GRANTS, NEW MEXICO 87020**

**THE MONTH OF SEPTEMBER, 2018**

**JOINT POWERS AGREEMENT**

**ANIMAL CONTROL**

**LIBRARY**

**CIBOLA SENIOR CITIZENS**

**\$ 2,500.00**

**\$ 416.66**

**\$ 2,333.37**

**\$ 5,250.03**

**TOTAL**

BY:

TITLE:

# NEW ITEMS 9 d.

LDWI Amended Grant Agreement

Increase of Grant Funds

**SUSANA MARTINEZ**  
GOVERNOR



**DUFFY RODRIGUEZ**  
CABINET SECRETARY

**RICK LOPEZ**  
DIRECTOR

**JOLENE SLOWEN**  
DEPUTY DIRECTOR

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501  
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 29, 2018

The Honorable Commissioner Robert Armijo  
Cibola County Commission Chair  
700 R Roosevelt  
Grants, NM 87020

Dear Commissioner Armijo:

Enclosed are two Local Driving While Intoxicated (LDWI) Grant Agreement Amendments No. 1 for the project 19-D-G-04 for your review and approval. **Please note that original authorized signatures and notarization are required on page 3 of both copies of the Amendments No. 1.**

After signature and notarization, please return both original copies of the Agreement to us for execution. We will send one fully executed copy of the Agreement No. 1 for your files.

If you have any questions regarding this matter, please call Malia Melhoff, LDWI Program Manager of my staff at 505-827-4947.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Lopez".

Rick Lopez, Director  
Local Government Division

cc: Michael Dodds, LDWI Coordinator

Enclosures



STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
DWI GRANT PROGRAM  
GRANT AGREEMENT AMENDMENT NO. 1

Grant No. 19-D-G-04

THIS AMENDMENT, hereinafter referred to as the "Amendment", is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 203, Santa Fe, New Mexico, 87501, referred to as the "Division", and Cibola County, referred to as the "Grantee", as of the date this Amendment is executed by the Division.

WHEREAS, on April 24, 2018, the DWI Grant Council awarded the Grantee \$62,000.00 to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project"); and

WHEREAS, the Grantee and the Division entered into a grant agreement ("Grant Agreement"), effective July 1, 2018, in the amount of \$62,000.00 to administer the Project.; and

WHEREAS, on October 16, 2018, the DWI Grant Council awarded the Grantee \$33,336.00 of Fiscal Year 2018 reverted distribution and/or additional grant funds to supplement the Grant Agreement; and

WHEREAS, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the additional funds will be made available to the Grantee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Amendment, and other good and valuable consideration, the receipt of which is acknowledged, the parties mutually agree to amend the Grant Agreement as follows:

1. Article IV – Consideration and Method of Payment, Section A of the Grant Agreement is amended to read in its entirety as follows:

"In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed \$95,336.00. The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C-1", and made a part of this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from approved budget categories except by the prior written approval of the Division with the creation of an additional Grant Agreement Amendment."

2. Article IX – Special Conditions, Section A of the Grant Agreement is amended to read in its entirety as follows:

"The Grantee shall budget and expend a minimum of 10% of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget



administrative expenses except as in-kind match funds pursuant to the DWI Grant Council's administrative policy. The Grantee budgets \$19,000.00 representing 20% of the total DWI grant funding, as its matching funds commitment."

3. Exhibit "A" of the Grant Agreement is replaced in its entirety with the Exhibit "A" attached to this Amendment and by this reference is hereby fully incorporated into the Agreement between the parties.
4. Exhibit "C" of the Grant Agreement is replaced in its entirety with the Exhibit "C" attached to this Amendment and by this reference is hereby fully incorporated into the Agreement between the parties.
5. Exhibit "C-1" of the Grant Agreement is replaced in its entirety with the Exhibit "C-1" attached to this Amendment and by this reference is hereby fully incorporated into the Agreement between the parties.
6. Exhibit "D" of the Grant Agreement is replaced in its entirety with the Exhibit "D" attached to this Amendment and by this reference is hereby fully incorporated into the Agreement between the parties.
7. Exhibit "D-1" of the Grant Agreement is replaced in its entirety with the Exhibit "D-1" attached to this Amendment and by this reference is hereby fully incorporated into the Agreement between the parties.
8. All other provisions of the Grant Agreement not amended by this document remain in full force and effect.

**[Remainder of page intentionally left blank.]**

IN WITNESS WHEREOF, the Grantee and the Division execute this Amendment No. 1 to the Grant Agreement.

**THIS AMENDMENT TO THE GRANT AGREEMENT** has been approved by:

**CIBOLA COUNTY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chief Elected Official/Authorized Signatory

\_\_\_\_\_  
(Type or Print Name)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Rick Lopez, Director

STATE OF NEW MEXICO            )  
  ) ss.  
COUNTY OF SANTA FE            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



## **EXHIBIT "A"**

### **PROJECT DESCRIPTION**

**Name of Grantee: Cibola County**

**Grant No.: 19-D-G-04**

**Grant Amount: \$95336.00**

**Grantee will provide DWI program activities in the following areas:**

#### **1) Prevention:**

Prevention is the active process that promotes the personal, physical and social well-being of individuals, families and communities to reinforce positive behaviors and healthy lifestyles. The term "prevention" is reserved for interventions that occur before the initial onset of a disorder. Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, and DWI.

All prevention activities funded by the LDWI grant program must be related to preventing DWI and/or alcohol abuse. LDWI funds may be used to support the planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

While funds for prevention can be budgeted in any allowable budget category, all funds spent on prevention should be in support of prevention activities identified and approved as part of a systematic planning process described below.

Prevention activities funded with LDWI grant funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement.

#### **2) Enforcement:**

Overtime for officers to support sobriety checkpoints, saturation patrols and underage drinking enforcement will be supported through the LDWI grant program. [The Grantee will fund \_\_ number of full time DWI law enforcement officers. Justification for the full-time officer(s) has been submitted and approved by DFA.]

#### **3) Screening:**

The grant requires a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA approved screening program.

The program shall use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. (Section 43-3-11(D), NMSA 1978).

#### **4) Alcohol Related Domestic Violence:**

The Children, Youth and Families Department (CYFD) has the statutory authority to oversee the Court Ordered Domestic Violence Offender Treatment or Intervention Programs (DVIP). Any LDWI program funds used to supplement county DVIP programs must adhere to the CYFD rule on DVIPs, NMAC 8.8.7.1. In addition, such LDWI program funds used can only be used to support alcohol-related domestic violence offenses. DVIP funded programs/personnel must participate in LDWI Planning Council meetings and coalition meetings.

#### **5) Treatment: Outpatient/Jail based**

Treatment is an array of individual, family, group or social program or activity alternatives directed to intervene and address DWI, alcohol problems, alcohol dependence, alcoholism or alcohol abuse. Treatment seeks to reduce the consumption of alcohol, to support abstinence and recovery from drinking alcohol, and to improve physical health, family and social relationships, emotional health, well-being, and general life functioning.

The competitive grant and distribution funding supports outpatient treatment services and jail based services that address alcohol abuse or alcohol dependence issues, as related to DWI and the prevention of repeated DWI offenses for offenders with current DWI convictions. Treatment providers can be contracted or on staff. Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices.

The treatment programs shall include a treatment assessment. This assessment shall be administered at admission and again at discharge for outpatient treatment. An individual treatment plan must be provided for each offender. The treatment program will address motivational, therapeutic and psycho-educational approaches to assist the DWI offenders, and their family/collateral support system when feasible and appropriate, in (1) consideration for change of risk-taking behavior and (2) consideration for continued treatment and/or recovery maintenance.

#### **6) Compliance Monitoring/Tracking:**

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may include community service supervision, as well. All programs must use the State selected screening and tracking instrument. Programs which are funding supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

#### **7) Coordination, Planning, and Evaluation:**

The grant supports Coordination, Planning and Evaluation administered by a professional responsible for oversight of all LDWI program efforts: monitoring all activities; budgeting, planning and funding requests; development, maintenance and reporting of all reporting requirements; evaluation of the grant Project progress and impact; submission of all required financial and program reports; staffing the LDWI Planning Council; and attending DWI Grant Council meetings.



**Local DWI Grant Fund**  
**Revenue/Expenditure Summary**

Applicant/Grantee

Cibola County

Project No.: 19-D-G-04 Amendment #1

Total Grant Funds

\$95,336.00

REVENUES BY SOURCE	EXPENDITURE BY CATEGORY	Grant Expenditures	In-Kind/Match Local Funds	TOTAL Budget
	<b>ADMINISTRATIVE*</b>			
Local DWI Program Grant	Personnel Services			0.00
	Employee Benefits			0.00
	Travel			0.00
	Contractual Services			0.00
	Operating Expenses			0.00
Local Match (Cash or In-Kind)				
Program Generated Fees				
County				
City	<b>PROGRAM</b>			
Judicial/Courts	Personnel Services	5,000.00		5,000.00
Other (list):	Employee Benefits			0.00
	Travel (In-State)			0.00
	Travel (Out-of-State)			0.00
	Supplies			0.00
	Operating Costs	13,336.00	6,000.00	19,336.00
	Contractual Services	77,000.00	13,000.00	90,000.00
	Minor Equipment			0.00
	Capital Outlay*			0.00
<b>TOTAL REVENUES</b>	<b>TOTAL EXPENDITURES</b>	<b>95,336.00</b>	<b>19,000.00</b>	<b>114,336.00</b>

(\*) Capital Outlay cannot exceed 10%

10% =

9,533.60

**Grant Expenditures:**

**LOCAL DWI GRANT PROGRAM  
Request For Payment/Financial Status Report**

<b>Budget</b>	
Prevention	10,000.00
Enforcement	10,000.00
Screening	
Domestic Violence	17,000.00
Treatment: Outpatient/Jailbased	30,000.00
Compliance Monitoring/Tracking	13,336.00
Coordination, Planning & Evaluation	15,000.00
Alternative Sentencing	
<b>Totals:</b>	<b>95,336.00</b>

ck

95,336.00

Cibola County  
700 E. Roosevelt Avenue, Suite #50  
Grants, NM 87020  
(505) 285-2522  
19-D-G-04 Amendment #1

**In-Kind/Match Expenditures:**

<b>Budget</b>	
Prevention	
Enforcement	
Screening	
Domestic Violence	13,000.00
Treatment: Outpatient/Jailbased	
Compliance Monitoring/Tracking	6,000.00
Coordination, Planning & Evaluation	
Alternative Sentencing	
<b>Totals:</b>	<b>19,000.00</b>

ck

19,000.00

**EXHIBIT C(1)**

**Tot. Bud. Expd:** 114,336.00 ck

114,336.00









# NEW ITEMS

9 e.

Resolution 18-63-Consideration to Collapse  
Current NMFA Loan and Approve New Loan



**BOARD OF COUNTY COMMISSIONERS  
RESOLUTION 18-63**

**A RESOLUTION AUTHORIZING THE COLLAPSE OF LOAN AGREEMENTS AND  
AUTHORIZING THE APPLICATION FOR NEW LOAN(S)**

**WHEREAS**, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Ave., Suite 50, Grants, NM 87020, on November 9, 2018, at 5:00 p.m. as required by law; and,

**WHEREAS**, The powers of a county as a body politic and corporate shall be exercised by a board of county commissioners NMSA 1978, Section 4-38-1; and,

**WHEREAS**, The board of county commissioners shall have power at any session to make such orders concerning the property belonging to the county as they may deem expedient NMSA 1978, Section 4-38-13; and,

**WHEREAS**, A board of county commissioners may employ and set the salary of a county manager to conduct the business of the county, to serve as personnel officer, fiscal director, budget officer, property custodian and to act generally as the administrative assistant to the board, aiding and assisting it in the exercise of its duties and responsibilities NMSA 1978, Section 4-38-19(B); and,

**WHEREAS**, it has been determined by County Management that the Loans authorized by Resolutions 17-32 and 17-33 are no longer required to meet the needs of the County, and instead, a new loan or loans should be applied for in their stead.

**NOW, THEREFORE, BE IT RESOLVED** that the County Manager is delegated the authority to work with the New Mexico Finance Authority (NMFA) to collapse or cancel the Loans entered into by Resolutions 17-32 and 17-33 and to sign and authorize on behalf of the County Commission any documentation or agreements necessary to accomplish the task.

**NOW BE IT FURTHER RESOLVED** that the County Manager may, on behalf of this Commission, apply for alternative or substitute loan(s) that are consistent with the Commission's goals to construct facilities for the Bluewater and Fence Lake Fire Departments.

**APPROVED, ADOPTED, AND PASSED** on this 9th day of November, 2018.

**BOARD OF COUNTY COMMISSIONERS**

---

Robert J. Armijo, Chairman

---

Daniel J. Torrez, 1<sup>st</sup> Vice-Chair

---

Jack P. Moleres, 2<sup>nd</sup> Vice-Chair

---

Robert S. Windhorst, Commissioner

---

Martha Garcia, Commissioner

ATTEST:

---

Michelle E. Dominguez  
County Clerk





NEW MEXICO  
**FINANCE AUTHORITY**

NMFA Use Only:

App. #:	-PP
FA assigned:	
Legislative Authorization	

**PUBLIC PROJECT REVOLVING FUND  
BUILDING APPLICATION**

**I. GENERAL INFORMATION**

**A. APPLICANT/ENTITY**

Application Date:

Applicant/Entity:	Bluewater VFD				
Address:	700 East Roosevelt, Suite 50				
County	Cibola County			Census Tract:	27,213
Federal Employer Identification Number (EIN) as issued by the IRS:				85-0291095	
Legislative District:	Senate:		House:		
Phone:	505-287-9431	Fax:	505-285-5434	Email Address:	
Individual Completing Application:	Paul Ludi				
Address:	700 East Roosevelt Grants, NM 87020				
Phone:	505-285-2516	Fax:	505-285-5434	Email Address:	paul.ludi@co.cibola.nm.us

**B. CONSULTING PROFESSIONALS (Bond/Legal Counsel, Architect, Engineer, etc.), if available:**

Firm:	Huitt-Zollars				
Contact:	Joseph Gallegos				
Address:	6501 Americas PKWY NE Suite 550, Albuquerque, NM 871				
Phone:	505-883-8114	Fax:		Email Address:	jgallegos@huitt-zollars.com



**C. PRIMARY CONTACT PERSON:**

<b>Name:</b>	Preston Neff				
<b>Contact:</b>	Bluewater VFD Chief				
<b>Address:</b>	20 Pinion Bluewater, NM 870				
<b>Phone:</b>	505-285-0568	<b>Fax:</b>		<b>Email Address:</b>	Neff_preston@yahoo.com

**II. PROJECT SUMMARY**

- A. Project Description.** Complete the following information in the provided space below. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

**1. Description of the project.**

Addition for new admin. offices, training space, bathrooms, and sleeping quarters.

- 2. Proposed Project Start Date:** \_\_\_\_\_ **Proposed Project Completion Date:** 1/1/20  
**When do you need NMFA funds available?** We are hoping asap.

- 3. How will the ongoing maintenance, operation, and replacement of this project be funded?**

This project will be maintained with State Fire Protection Funds and Fire marshal grant:

- 4. Provide a detailed drawdown schedule for project payments. The schedule may reflect monthly or quarterly payments.**

The Vendor will work directly from NMFA for reimbursement..

**B. Total Project Cost & Sources of Funds Detail.**

Construction Activities	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
Planning and Design	\$	\$	\$	\$
Construction	\$550000	\$	\$	\$550000
Equipment	\$	\$	\$	\$
<b>Infrastructure Activities</b>				
Facility Acquisition	\$	\$	\$	\$
Land Acquisition	\$	\$	\$	\$
Utilities (Electric, Gas, Water, etc.)	\$	\$	\$	\$
Engineering and Architectural	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Project Administration/Legal Fees	\$	\$	\$	\$
Other	\$	\$	\$	\$
<b>Total Cost:</b>	\$550000	\$	\$0	\$550000

\*Specify any other public funds, and amounts and terms of these funds, i.e. FmHA, CDBG, EPA, etc.

Source	Amount	Terms / # of Years
	\$	
	\$	
	\$	
<b>Total:</b>	\$	

C. Will this project require right-of-way acquisition?

Yes ☐

No ☒

If yes, specify any right-of-way needs, and whether acquisition may or may not delay beginning of project.

NA

D. Who will hold title to the land where the project is to be located?

The title to the land will be held by Cibola County.

If this is land owned by the Bureau of Land Management, State Land Office, or Tribal Land, please attach lease agreements. (If there is no clear title, attach an explanation of ownership arrangements)

- E. Does this project require a Joint Powers Agreement (JPA)? Yes ☐ No ☒

If yes, provide a copy of the JPA, which should include a list of the current membership.

### III. FINANCING

- A. 1. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- ☐ Municipal Local Option GRT – please specify: \_\_\_\_\_
- ☐ County Option GRT – please specify: \_\_\_\_\_
- ☐ Other Tax-Based Revenue: \_\_\_\_\_
- ☐ State-Shared GRT
- ☐ Law Enforcement Funds
- ☒ Fire Protection Funds
- ☐ Net System Revenues: \_\_\_\_\_
- ☐ Other Revenue: \_\_\_\_\_

2. Is there an alternative revenue source available to pledge to pay debt service in the event that the primary pledged revenue is unavailable or insufficient? Yes ☐ No ☒ If yes, specify:

3. Preferred financing term: 25 years.

- B. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes ☐ No ☒

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

### IV. READINESS TO PROCEED ITEMS

- A. The following items must accompany this application in order for this application to be considered complete:

- ☐ Equipment cost breakdown (if applicable)
- ☒ Three most recently completed fiscal year audit reports
- ☐ Current unaudited financials
- ☒ Current fiscal year budget
- ☒ Verification of ownership of land where project will be located
- ☐ Documentation that each non-NMFA project funding source has been approved, or is in the process of being approved (if applicable)
- ☐ Joint Powers Agreement (if applicable)



B. In addition, complete the following information in the provided space below. **These items will be required prior to disbursement of NMFA proceeds:**

- ☐ Provide a detailed drawdown schedule for project payments
- ☐ Final technical information for the project, stamped and approved by a registered engineer
- ☐ Cost breakdown of the project, certifiable by either an engineer or architect
- ☐ Area map, site map, and floor map (if applicable)
- ☒ Verification of ownership of land where project will be located
- ☐ Documentation that each Non-NMFA project funding source has been approved, or is in the process of being approved (if applicable)
- ☐ Documentation showing status of right-of-way acquisition (if applicable)
- ☐ Explanation of land ownership arrangements (if applicable)
- ☐ List all required permits and licenses necessary to complete this project. Detail the status of each item, a plan of action, and time frame for completing incomplete permits and licenses. Also provide a copy of all permits and licenses.
- ☒ Is there litigation pending which would have a bearing on this project or applicant?  
Yes ☐ No ☒  
If yes, provide a complete summary of all circumstances relating to such litigation.

NA

- ☒ Indicate the regular meeting dates for your authorizing body: Last Thursday of the month



## V. CERTIFICATION

**I certify that:**

**We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.**

**We will comply with all applicable state and federal regulations and requirements.**

**To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.**

**Signature:**

**Title:**

\_\_\_\_\_  
(highest elected official)

**Jurisdiction:**

**Print Name:**

**Date:**

**Signature:**

**Date:**

**Finance Officer/Director:**

# NEW ITEMS 9 f.

No Documentation for this item


# NEW ITEMS

9 g.

Invoices and Requisitions over \$10,000



# REQUISITION ORDER

	<b>DATE :</b>		<b>DEPARTMENT:</b>		<b>QUOTE OBTAINED BY:</b>		
	October 23, 2018		Data Processing		Mike Allen		
			<b>QUOTE #1</b>		<b>QUOTE #2</b>		<b>QUOTE #3</b>
	<b>VENDOR NAME:</b>		Centurylink				
	<b>CONTACT NAME:</b>		Eddy Chavez				
<b>PHONE:</b>		505.690.8427					
<b>FAX:</b>							

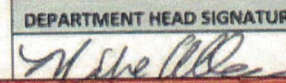

  

NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
12	CPEaaS Rate Quote (attached )	1245.93	14,951.16				
	REGE-0009123960 Gold Medallion		-		-		-
	Pricing & Partner Ready Benefits		-		-		-
	Expires 2/5/2019		-		-		-
	HPE HC380 EXPANSION BLOCK		-		-		-
	HPE-800GB SAS 12G MU SFF SC DS SSD		-		-		-
	Factory Integrated		-		-		-
	HPE 1.2TB SAS 10K SFF SC DS HDD		-		-		-
	Factory Integrated		-		-		-
	HPE 3Year Proactive Care 24x7 Service		-		-		-
	For HPE internal entitlement purposes		-		-		-
	INTEGRATION ( includes HPE on-site setup )		-		-		-
	***This is to increase the storage capacity of the HPE 380 virtualization server by an additional 7TB of useable space to accommodate the growing storage needs of Tyler and Laserfiche data going forward		-		-		-
	**Purchase is 12 monthly payments of \$1245.93 for a period of 1 year. \$14951.16 total		-		-		-
	**Kate's signature required on CPEaaS and needs returned to Centurylink once approved		-		-		-
<b>SUBTOTAL FOR SELECTED ITEMS</b>			14,951.16		-		-
<b>TOTAL LABOR/ SERVICE COSTS</b>			-		-		-
<b>TOTAL GROSS RECEIPTS TAX</b>			-		-		-
<b>TOTAL SHIPPING/ FREIGHT COSTS</b>			-		-		-
<b>GRAND TOTAL</b>			14,951.16		-		-

<b>VENDOR</b>	CENTURYLINK	<b>REASON SELECTED</b>	STATE CONTRACT	←
		<b>CONTRACT/BID/RFP #</b>	CTL-80-000-18-00077 - GS-35F-0208L	
<b>ADDRESS</b>		<b>ESTIMATED DELIVERY</b>	11/20/2018	
		<b>PURCHASE ORDER #</b>		

<b>PURCHASING AGENT ENDORSEMENT</b>	<b>CERTIFICATION</b>	<div style="background-color: red; color: white; padding: 5px; text-align: center;">             If all three signatures are not obtained the purchase cannot move forward           </div>	<b>FUND NAME &amp; LINE ITEM #</b>	<b>AMOUNT</b>
	With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.		(See Attachment for List )	\$ 14,951.16
	<b>DEPARTMENT HEAD SIGNATURE</b>	<b>DESIGNEE SIGNATURE</b>	<b>FINANCE SIGNATURE</b>	
				

PLEASE REMEMBER ANY REQUISITIONS OVER \$500.00 NOW REQUIRE 3 HARD QUOTES. ANY REQUISITION \$10,000.00 OR MORE WILL NEED TO GO ON THE AGENDA FOR COMMISSION APPROVAL. IF USING STATE CONTRACT PLEASE LIST CONTRACT # ABOVE AS WELL AS THE FIRST 4 PAGES OF THE STATE CONTRACT, OTHERWISE IT WILL BE SENT BACK



Fund Name and Line Item #

---

401.004.402.00012	Manager
401.004.404.00012	Clerk
401.004.405.00012	Treasurer
401.004.407.00012	Assessor
401.004.412.00012	Data
401.005.408.00012	LEO
401.010.403.00012	Maint
401.004.415.00012	RuralAdd
614.100.457.00012	Detention

## CPEaaS Rate Quote

**Customer:** Cibola County  
**Quote #:**  
**Project Name:** Storage for HC380  
**Created On:** 10/16/2018  
**Quote Expires On:** 12/15/2018  
**Account Manager:** Dan Sullivan  
**Sales Engineer:** Eddie Chavez  
**Customer Notes**



Catalog Number	Description	Unit Price	Qty	Total Price
<b>LOCATION: Main Site</b>				
<b>Materials</b>				
	<b>REGE-0009123960 Gold Medallion Pricing &amp; Partner Ready Benefits, expires 2/5/19</b>			
	<b>Will need Original HPE SO# or Serial # to main unit</b>			
Q0R05A	HPE HC380 Expansion Block	Included	2	Included
872376-B21	HPE 800GB SAS 12G MU SFF SC DS SSD	Included	4	Included
Opt.0D1	Factory integrated	Included	4	Included
872479-B21	HPE 1.2TB SAS 10K SFF SC DS HDD	Included	12	Included
Opt.0D1	Factory integrated	Included	12	Included
H1K92A3	HPE 3Y Proactive Care 24x7 Service	Included	1	Included
H1K92A3 699	For HPE Internal Entitlement Purposes	Included	18	Included
<b>Implementation</b>				
QINTR-	Integration	Included	1	Included
<b>Subtotal for Main Site</b>				<b>\$1,245.93</b>

**Total MRC** **\$1,245.93**  
**Service Term 12 Months**

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

By signing below you agree that CenturyLink can submit this order for the items in this Quote and that the items ordered hereunder are subject to the CPEaaS terms and conditions incorporated in the agreement for CenturyLink Select Advantage Products and Services signed by Cibola County on Contract Number: .

Customer Representative:

Kate Fletcher >>>>>>>>

Customer Signature:

CPEaaS Rate Quote

Job Title:

---

Date:

---

CenturyLink Representative:

---

CenturyLink Signature:

---

Job Title:

---

Date:

---



State of NM Small Purchases Statute.

**13-1-125 . Small purchases. (2013)**

A. A central purchasing office shall procure services, construction or items of tangible personal property having a value **not exceeding sixty thousand dollars (\$60,000)**, excluding applicable state and local gross receipts taxes, in accordance with the applicable small purchase rules adopted by the secretary, a local public body or a central purchasing office that has the authority to issue rules.

B. Notwithstanding the requirements of Subsection A of this section, a central purchasing office may procure professional services having a value not exceeding sixty thousand dollars (\$60,000), excluding applicable state and local gross receipts taxes, except for the services of landscape architects or surveyors for state public works projects or local public works projects, in accordance with professional services procurement rules promulgated by the department of finance and administration, the general services department or a central purchasing office with the authority to issue rules.

C. Notwithstanding the requirements of Subsection A of this section, a state agency or a local public body may procure services, construction or items of tangible personal property having a value not exceeding twenty thousand dollars (\$20,000), excluding applicable state and local gross receipts taxes, by issuing a direct purchase order to a contractor based upon the best obtainable price.

D. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this section.

History: Laws 1984, ch. 65, § 98; 1987, ch. 348, § 8; 1988, ch. 54, § 1; 1989, ch. 69, § 16; 1995, ch. 139, § 1; 1997, ch. 69, § 1; 2001, ch. 292, § 6; 2005, ch. 214, § 2; 2007, ch. 315, § 3; 2013, ch. 70, § 7.

Since this purchase has a total value of:

**Total MRC \$1,245.93**

Service Term 12 Months

Total Contract Value: \$14,951.16

you should be good using the above.

Other customers reference State of NM Telecommunications State Purchasing award to CTL 80-000-18-00077; <https://www.generalservices.state.nm.us/uploads/files/SPD/Contracts/80-000-18-00077.pdf>.

OR Other reference the GSA Schedule 70, attached:

**Approved Special Item Numbers (SINs)**

Special Item No. 132-3 Leasing of Product

Special Item No. 132-8 Purchase of Equipment

Special Item No. 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-33 Perpetual Software Licenses

Special Item No. 132-34 Maintenance of Software

Special Item No. 132-40 Cloud Computing Services

Special Item No. 132-50 Training Courses

Special Item No. 132-51 Information Technology Professional Services

Special Item No. 132-52 Electronic Commerce Services





**State of New Mexico  
General Services Department**

**Statewide Price Agreement**

**Awarded Vendor  
See Attached List**

**Telephone No.** \_\_\_\_\_

**Price Agreement Number:** 80-000-18-00077

**Payment Terms:** Net 30

**F.O.B.:** Destination

**Delivery:** As Requested

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.

**Procurement Specialist:** Vanessa LeBlanc

**Telephone No.:** (505) 827-0266

**Invoice:**  
**As Requested**

**Title:** Telecommunications Services – Local Exchange Carriers

**Term:** June 30, 2018 – June 29, 2019

**This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.**

**Accepted for the State of New Mexico**

  
New Mexico State Purchasing Agent

**Date:** 5/29/2018

State of New Mexico  
General Services Department  
Purchasing Division  
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**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,



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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

**12. Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

**13. Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

**14. 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 bribes, gratuities and kickbacks.

**15. Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

**16. Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

**17. Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

**18. Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

**19. Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. 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 shall retain the right to request the removal of any of the Contractor's personnel at any time.

**20. Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

**21. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**22. Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.



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General Services Department  
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**New Mexico Employees Health Coverage**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurennewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

**New Mexico Pay Equity Initiative**

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:  
[http://www.generalservices.state.nm.us/statepurchasing/Pay\\_Equity.aspx](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)



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**Statewide Price Agreement**

**Article I – Statement of Work**

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

**Article II – Term**

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

**Article III – Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

**Article IV – Shipping and Billing Instructions**

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

**Article V – Termination**

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

**Article VII – Indemnity Clause**

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

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Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VIII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.



**General Services Administration Federal Supply Service**

**Authorized Federal Supply Service**

**Information Technology Schedule Price List**

**General Purpose Commercial Information Technology  
Equipment, Software and Services**

**Contract Number: GS-35F-0208L**



**CenturyLink®**



**Approved Special Item Numbers (SINs)**

Special Item No. 132-3 Leasing of Product  
Special Item No. 132-8 Purchase of Equipment  
Special Item No. 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts  
Special Item No. 132-32 Term Software Licenses  
Special Item No. 132-33 Perpetual Software Licenses  
Special Item No. 132-34 Maintenance of Software  
Special Item No. 132-40 Cloud Computing Services  
Special Item No. 132-50 Training Courses  
Special Item No. 132-51 Information Technology Professional Services  
Special Item No. 132-52 Electronic Commerce Services

**Contract Number:** GS-35F-0208L

**Period Covered by Contract:** February 1, 2016 thru January 31, 2021

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAAdvantage.gov

**Pricelist current through Modification #PO-0239**

**Qwest Government Services, Inc. d/b/a/ CenturyLink QGS**

**4250 N. Fairfax Drive**

**Arlington, VA 22203**

**[www.centurylink.com](http://www.centurylink.com)**

**Contact: Shelley Rohleder**

**Senior Program Operations Manager**

**Email: [Shelley.A.Rohleder@centurylink.com](mailto:Shelley.A.Rohleder@centurylink.com)**

**Phone: 913-213-5299**

**Fax: 703-363-3378**

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA [https://www.gsaaadvantage.gov/advantage/main/start\\_page.do](https://www.gsaaadvantage.gov/advantage/main/start_page.do)

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).



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## Confirmation of Receipt of Goods or Services

An invoice/Receipt was received on : 10/24/2018 for(select one below)

- ☐ Purchase order number: \_\_\_\_\_
- ☒ An invoice where no PO was issued or a PCARD was used  
(please fill in fund number and amount below)

Vendor: Cibola General Hospital

Description	Fund Dep. Line Item	Amount
Indigent	406-055-420-00096	52,047.02
Total:		\$ 52,047.02

Please confirm below by selecting the appropriate line that all goods or services have been recieved and are in good condition so that we may process the invoice for payment.

- ☒ All Goods have been received and or services completed
- ☐ A partial shipment has been received
- ☐ All items were received but the following were damaged and should not be paid for:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- ☒ Verify all invoices have been attached

Signature: \_\_\_\_\_

Department: Cibola County Detention Center

Date: 10/24/2018





5-27-79  
Commission Expiration





