



7a.

Minutes

07.17.2020

Budget Special
Commission Meeting

**Cibola County Commission
Special Budget Meeting
Thursday July 17, 2020**

The Cibola County Commission held a Regular Meeting on Thursday July 17th, 2020 at 3:30 pm in the Cibola County Commission Center

Elected Officials Present Staff

Robert Windhorst, 1st Vice Chairman
Ralph Lucero, 2nd Vice Chairman
Martha Garcia, Commissioner
Christine Lowery, Commissioner

Michelle Dominguez, County Clerk
Marisa Baca, Filing/Recording

1. CALL TO ORDER

1st Vice Chairman Windhorst, called the meeting to Order at 3:30 pm.

2. ROLL CALL

1st Vice Chairman Windhorst, does roll call- 4 present 1-absent-Torrez

3. Pledge of Allegiance Led by Commissioner Lucero Recited by all.

4. Prayer Commissioner Windhorst led us in prayer.

5. Approval of Agenda

Motion to approve the agenda made by Commissioner Garcia, second by Commissioner Lucero
4-0 affirmative.

6. New Business

(County Commission Convenes as Board of Finance) 3:36p.m.

Motioned to approve by Commissioner Lucero seconded by Commissioner Lowery 4-0 affirmative.

ROCKING 66 25,000-Motion to approve Commissioner Lucero, Seconded by Commissioner Windhorst 4-0 affirmative.

NMSU EXTENTION 25,000 -Motion to approve by Commissioner Lowery, Seconded by Commissioner Windhorst 4-0 affirmative.

USDA ANIMAL CONTROL 24,750-Motion to approve by Lucero, Seconded by Lowery 4-0 affirmative.

ECONOMIC DEVELOPMENT 20,000-Motion to approve by Lucero, Seconded by Windhorst no-2 2-affirmative. Does not pass

GRANTS COMMUNITY PANTRY 20,000-Motion to approve by Windhorst, Seconded by Commissioner Lucero

Commissioner Lowery No to 20,000 yes to recommend amount of 5,000 Affirmative 3.

(Re-convene as Board of County Commissioners)

Motion to re-convene by Lucero, seconded by Commissioner Lowery 4-0 affirmative

Consideration of Resolution 20-37 Fiscal Year 2021 Final Budget

Motion to approve by Commissioner Lucero Seconded by Lowery 4-0 affirmative.

7. Announcement

The next Regular Commission Meeting will be July 23rd, 2020 at 5:00 p.m. via FB Live

8. Adjournment

6:11pm



7b.

Minutes

07.23.2020

Regular Commission
Meeting

Cibola County Commission
Regular Meeting
Thursday July 23RD, 2020

The Cibola County Commission held a Regular Meeting on Thursday July 23RD, 2020 at 5:00 pm
in the Cibola County Commission Center

Elected Officials Present Staff

Daniel Torrez, Chairman
Robert Windhorst, 1st Vice Chairman
Martha Garcia, 2nd Vice Chairman
Ralph Lucero, Commissioner
Christine Lowery, Commissioner

Kate Fletcher, County Manager
Paul Ludi, Finance Director
Michelle Dominguez, County Clerk
Marisa Baca, Filing/Recording

1. Call To Order

Chairman Torrez, called the meeting to Order at 5:00 pm

2. Roll Call

Chairman Torrez does roll call- 5

3. Pledge of Allegiance Led by Commissioner Lowery Recited by all.

4. Prayer Commissioner Windhorst led us in prayer.

5. Approval of Agenda

Motion to approve the agenda made by Commissioner Lucero with changes to be made
Minutes removed from July 17th, 2020, under section 9. New Business item F be moved to A,
second by Commissioner Windhorst 4-0 affirmative.

6. Public Comment

NONE

7. Minutes

a. Minutes from June 25th, 2020 Regular Commission meeting

Motion to approve by Commissioner Windhorst, seconded by Commissioner Lowery 5-0
affirmative

8. Reports

- a. Finance Report – Paul Ludi-Finance Director
- b. Manager's Report -Kate Fletcher

9. New Business – Action May Be Taken

- a. Consideration of Resolution 20-42 Authorizing the Transfer of the Former Knights of Columbus Hall

Motion to approve by Commissioner Lucero, seconded by Commissioner Windhorst 5-0 affirmative

- b. Consideration of Resolution 20-39 Budget Adjustment 10

Motion to approve by Commissioner Windhorst, seconded by Commissioner Torrez 5-0 affirmative

- c. Consideration of Resolution 20-40 To Approve and Adopt the 2020 Cibola County Community Wildfire Protection Plan Update

Motion to approve by Commissioner Windhorst, seconded by Commissioner Garcia 5-0 affirmative

- d. Consideration of NWNMCOG FY21 2-year Work Program update from Kate Fletcher

- e. Consideration of Resolution 20-41 Authorizing the Lease of Property Located at 700 East Roosevelt Ave, Suite 10 and 20, and Smith's Lease Agreement

Motion to approve by Commissioner Lucero, seconded by Commissioner Lowery 5-0 affirmative

- f. Consideration of Resolution 20-38 4th Quarter Report

Motion to approve by Commissioner Windhorst, seconded by Commissioner Torrez 5-0

g. Consideration of Providing Funding for Cibola Communities Economic Development Tabled until August 27th, 2020.

10. Announcements

The Next Regular Commission Meeting will be August 27th, 2020 at 5:00 pm via FB Live

11. Adjournment

6:01 pm



7c.

Minutes

07.30.2020

Special Commission
Meeting

Cibola County Commission
Special commission Meeting
Thursday July 30th, 2020

The Cibola County Commission held a Special Commission Meeting on Thursday July 30th, 2020 at 1:00 pm in the Cibola County Commission Center

Elected Officials Present Staff

Daniel Torrez, Chairman
Robert Windhorst, 1st Vice Chairman
Martha Garcia, 2nd Vice Chairman
Ralph Lucero, Commissioner
Christine Lowery, Commissioner

Kate Fletcher, County Manager
Paul Ludi, Finance Director
Michelle Dominguez, County Clerk
Marisa Baca, Filing/Recording

1. Cal To Order

Chairman Torrez, called the meeting to Order at 1:00 pm.

2. Roll Call

Chairman Torrez does roll call- 4 present 1-absent-Garica

3. Pledge of Allegiance Led by Commissioner Windhorst Recited by all.

4. Prayer Commissioner Lucero led us in prayer.

5. Approval of Agenda

Motion to approve the agenda made by Commissioner Windhorst, second by Commissioner Torrez 4-0 affirmative.

6. Public Comment

NONE

7. Minutes

NONE

8. New Business

Budget adjustment Resolution 20-43

Motion to approve by Commissioner Lucero, second by Commissioner Windhorst 4-0 affirmative.

9. Announcement

The next Regular Commission Meeting will be July 23rd, 2020 at 5:00 pm via FB Live

10. Adjournment

1:05pm



8a.

Reports

Budget and Finance

No Backup



8b.

Reports

Treasurer Report

House Bill 6-Tax Changes

No Backup



8x.

Reports not
Presented

Road Dept.
July 2020

Cibola County Road Dept.

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



Tuesday August 11, 2020

***To: Kate Fletcher - County Manager
Fr: Gary Porter - Public Works Director
Re: Monthly Report: 7/01/20 - 7/31/20 (July)***

Regular Maintenance

Blade & Shape

<u>Road</u>	<u>Description</u>	<u>Miles</u>
C42	Back Country By Way	36.087
C1	Marquez Road	16.208
C33	Candy Kitchen Road	15.125
C49	Zuni Canyon Road	13.427
C19B	La Mosca Tank Road	5.163
C34	Pine Hill Road	9.744
C47	Mesa Ridge Road	7.148
C35	Fencelake Community Roads	9.064
C30	Bluewater South	2.740
C20	San Mateo Roads	1.000
<i>Total Miles</i>		<i>115.706</i>

Special Projects

C17	Mt. Taylor Addition - Cut Trees.
C14	Canada Rd. - Mowing.
C23	Ralph Card Rd. - Put up delineator posts, remove dirt from shoulders.
C23A	Nursery Road - Put up delineator posts, road maintenance, patching.
C23B	Stanley Card Rd. - Put up delineator posts.
C23C	St. Jude Dr. - Put up delineator posts.
C49	Zuni Canyon Rd. - Put up delineator posts, fix cattle guard.

C20 *San Mateo - Cut trees, cut weeds around cattle guards.*
C5 *Moquino-LaJoya Loop - Put up delineator posts and signs.*
C6 *Seboyeta-Bibo Rds. - Put up delineator posts and signs.*
C7 *Cubero Loop-Village Rds. - Put up delineator posts and signs.*
C10 *Nth Castillo Rd. - Put up delineator posts and signs.*
C48A *Timberlake Rd. - Take a load of gravel.*
C19A *Cantina Homesites Rd. - Cut weeds.*
C14B *Acoma Rd. - Mowing.*
C8 *Encinal-Cubero Rd. - Mowing.*
C51 *Nth Quail Ln. -Patching.*
C51A *Nth Lawrence Rd. - Patching.*
C51B *Betty Dr. - Patching*
C58 *San Rafael - Sweep.*
C51C *Rodeo GroundRd. - Patching.*
FR157 Nth *Install Cattle guard.*
FR157 Sth *Install Cattle guard.*
Dig grave per Kate on 70 Cindercone Rd.
Road repairs on Lakeshore Dr. and Bullhead on C30 Bluewater South.
Thunderbird Rd. - Remove dirt from shoulders.

Cibola County Road Dept.

700 E. Roosevelt Suite 50

Grants NM 87020

505-285-2570 Phone Fax 505-287-3656



MAINTENANCE REPORT

July 2020

<u>Department</u>	<u>Unit Number</u>	<u>Total Parts & Oil</u>	<u>Hours Worked</u>	<u>Mechanic Rate</u>	<u>Total on Repair Order</u>
Road	128	\$ -	3	\$ 18.40	\$ 55.20
Road	154	\$ 15.39	1	\$ 18.40	\$ 33.79
Road	157	\$ 27.07	1	\$ 18.40	\$ 45.47
				TOTAL	\$ 134.46

<u>Department</u>	<u>Unit Number</u>	<u>Total Parts & Oil</u>	<u>Hours Worked</u>	<u>Mechanic Rate</u>	<u>Total on Repair Order</u>
Sheriffs	G-68384	\$25.62	0.5	\$ 18.40	\$ 34.82
Sheriffs	G-78722	\$8.69	4	\$ 18.40	\$ 82.29
Sheriffs	G-96110	\$35.84	3	\$ 18.40	\$ 91.04
Sheriffs	G-96110	\$8.00	0.5	\$ 18.40	\$ 17.20
Sheriffs	G-99164	\$27.85	1.5	\$ 18.40	\$ 55.45
				TOTAL	\$ 280.80

Cibola County Road Dept.

515 W. High Street

Grants NM 87020

505-285-2570 Phone 505-287-3656 Fax



FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT

July 2020

UNLEADED						
UNIT #	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
127	G-18473	#VALUE!	#VALUE!	N/U	0.000	\$ -
128	G-18464	0.30	7.88	465	59.000	\$ 139.20
130	G-15638	#VALUE!	#VALUE!	N/U	0.000	\$ -
131	G-29800	#VALUE!	#VALUE!	N/U	0.000	\$ -
133	G-23696	#VALUE!	#VALUE!	N/U	0.000	\$ -
138	G-95862	0.12	18.25	188	10.300	\$ 21.64
139	G-57384	#VALUE!	#VALUE!	N/U	0.000	\$ -
140	G-57619	#VALUE!	#VALUE!	N/U	0.000	\$ -
141	G-57618	0.35	6.75	139	20.600	\$ 48.60
146	146	9.21	0.26	2	7.800	\$ 18.41
147	G-66164	#VALUE!	#VALUE!	N/U	0.000	\$ -
148	G-66165	0.12	20.14	288	14.300	\$ 33.74
150	G-70482	0.15	15.98	366	22.900	\$ 54.03
151	G-78718	0.17	13.95	3,213	230.300	\$ 543.33
152	G-64239	#VALUE!	#VALUE!	N/U	0.000	\$ -
153	G-86952	0.10	22.67	2,167	95.600	\$ 225.55
154	G-86953	0.10	24.61	1,720	69.900	\$ 164.94
155	G-86954	0.08	28.01	2,356	84.100	\$ 198.43
156	Diesel Air Copressor	#VALUE!	#VALUE!	N/U	0.000	\$ -
157	G-91750	0.13	17.57	3,348	190.600	\$ 449.70
Extra Gas Card	Extra Gas Card	#VALUE!	#VALUE!	N/U	0.000	\$ -
TOTAL GAS					805.400	\$ 1,897.57

DIESEL FUEL						
UNIT #	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
137	G-50237	0.17	12.08	360	29.800	\$ 62.64
209	G-18476	#VALUE!	#VALUE!	N/U	0.000	\$ -
212	G-30550	#VALUE!	#VALUE!	N/U	0.000	\$ -
213	G-30549	#VALUE!	#VALUE!	N/U	0.000	\$ -
214	G-38441	#VALUE!	#VALUE!	N/U	0.000	\$ -
215	G-67372	0.42	4.96	1,185	239.000	\$ 502.36
216	G-67371	#VALUE!	#VALUE!	N/U	0.000	\$ -
217	G-70782	0.40	5.29	643	121.500	\$ 255.38
218	Distributor	#VALUE!	#VALUE!	N/U	0.000	\$ -
219	Water Truck	#VALUE!	#VALUE!	N/U	0.000	\$ -
220	New Transport	0.50	4.18	1,183	282.900	\$ 594.64
221	New Dump Truck	#VALUE!	#VALUE!	N/U	0.000	\$ -
305	305	#VALUE!	#VALUE!	N/U	0.000	\$ -
306	306	#VALUE!	#VALUE!	N/U	0.000	\$ -
307	307	#VALUE!	#VALUE!	N/U	0.000	\$ -
308	308	2.92	0.72	57	79.100	\$ 166.30
309	309	0.00	#DIV/0!	2	0.000	\$ -
310	310	7.03	0.30	9	30.100	\$ 63.27
311	311	4.94	0.43	6	14.100	\$ 29.63
312	312	#VALUE!	#VALUE!	N/U	0.000	\$ -
313	313	#VALUE!	#VALUE!	N/U	0.000	\$ -
314	314	2.91	0.72	29	40.100	\$ 84.29
416	416	7.41	0.28	57	200.900	\$ 422.27
417	417	7.31	0.29	71	247.000	\$ 519.18
418	418	3.82	0.55	54	98.200	\$ 206.41
419	419	15.51	0.14	25	184.500	\$ 387.80
420	420	7.14	0.29	80	271.700	\$ 571.11
501	501	#VALUE!	#VALUE!	N/U	0.000	\$ -
525	525	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra Diesel Card	Extra Diesel Card	#VALUE!	#VALUE!	N/U	0.000	\$ -
TOTAL DIESEL					1838.900	\$ 3,865.28

***N/U = NOT USED**



9a.

New Business

Economic Development

Funding Agreement

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 Cibola Communities Economic Development Foundation, 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 Forty-Four Thousand Dollars and no cents (\$44,000.00) annually, to be invoiced in equal monthly amounts after performance of the services. No New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$0.00 shall be paid by the County to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$ 44,000.00. 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.

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.

The contractor's proposal is incorporated by reference into this agreement and are made a part of this agreement. 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; then
 3. the Request for Proposals; then
 4. the Contractors Best and Final Offer(s), in reverse chronological order;
- then
5. the contractor's proposal; then
 6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

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 Avenue // Grants, NM 87020

To the Contractor: Eileen Chavez Yarborough, Executive Director, Cibola Communities Economic Development//701 E. Roosevelt Avenue//Grants, NM 87020

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: Eileen Chavez Yarborough, Executive Director
Address: 701 E Roosevelt Avenue, Grants, NM 87020

By: _____ Date: _____
Cibola County Manager

Printed Name: Kate Fletcher

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

By: _____ Date: _____
Cibola County Certified Purchasing Officer

Printed Name: Wendy Self

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

APPROVED, ADOPTED AND PASSED on this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS

Daniel Torrez, Chairman

Robert Windhorst, 1st Vice Chairman

Martha Garcia, 2nd Vice-Chairman

Christine Lowery, Commissioner

Ralph Lucero, Commissioner

Attachment 1

Scope of Work

The purpose of this organization is to facilitate, promote, and ensure economic and community development, to secure opportunities for economic and business development, and increase local employment in Cibola County.

The activities conducted by our organization on behalf of Cibola County include, but are not limited to the following:

1. Plan strategies to encourage expansion and retention of existing business to strengthen economic tax base in Cibola County.
2. Identify and target new businesses and industry specific to Cibola County in collaboration with CCEDF Board and state/regional resource organizations.
3. Increase local employment opportunities through national and statewide networks and marketing opportunities, i.e. participating in sales missions, tradeshow and conferences, membership and participation in industry associations and councils.
4. Promote County as a viable option for location of business/industry, including but not limited to developing a portfolio of regional resources: develop a 'marketing team' of community resource persons to meet with prospective businesses/industries, and develop and maintain a website through a contracted web designer.
5. Represent Cibola County at meetings, presentations, tradeshow and through development of proposals and promotional materials, in collaboration and cooperation with the City of Grants/Village of Milan/Cibola County officials to ensure support and coordinated economic development efforts.
6. Collaborate and facilitate economic development activities with appropriate local entities, i.e. Chamber of Commerce, City/Village/County Departments, Council of Governments, other government agencies, private enterprise, civic/local nonprofit groups, and the general public. Also coordinate activities with other local agencies, i.e. Public schools, Community college, TANF, Workforce Solutions, to address workforce and training issues.
7. Maintain inventory of pertinent information and statistics on all aspects of service area; and maintain a database of business partners, i.e. Electric Co---op, College, Public schools, City, Village, County. Maintain database of available land site, buildings and transportation resources.
8. Participate in regional and statewide activities that promote the County to the development community and to business prospects.
9. Support state, federal and private grant writing initiatives that support economic and community development for service area.
10. Plan, organize and implement town hall meetings, public forums, etc. as needed.
11. Develop yearly economic development work plan in collaboration with CCEDF Board of Directors.
12. Prepare and administer annual CCEDF budget.
13. Perform related duties as needed or assigned by the Board of Directors.



9b.

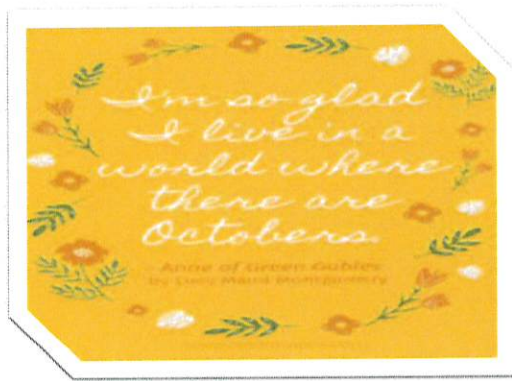
New Business

Cancelling/Changing Nov. & Dec. Meeting Dates

Oct, Nov, Dec Calendars

October

2020



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12 Indigenous People's Day	13	14	15	16	17
18	19	20	21	22 Commission Meeting	23	24
25	26	27	28	29	30	31


November

2020

“There is always,
always something
to be thankful for.”

Dr.KEVIN^cSnyder



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 ELECTION DAY! 	4	5	6	7
8	9	10	11 Veteran's Holiday	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26 Thanksgiving Holiday Commission Meeting	27 Thanksgiving Holiday	28
29	30					

December

2020



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24 Christmas Eve Holiday Commission Meeting	25 Christmas Holiday	26
27	28	29	30	31 New Year's Eve Holiday		

January

2021



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 New Year's Holiday	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						



9c.

New Business

Resolutions

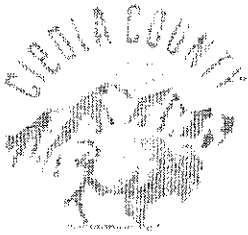
20-44, 20-45, 20-46

3 LGRF CO-OP Agreements



Resolution

20-44



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

Phone (505) 285-2570 Fax (505) 287-3656

Gary Porter - Public Works Director

Cibola County Resolution # 20-44

- Whereas, the undersigned are the duly elected and qualified members of the governing body of Cibola County; and
- Whereas, the maintenance of County roadways is the responsibility of the Board of the Commissioners; and
- Whereas, the health and safety of their patrons is of the highest priority; and
- Whereas, the New Mexico Department of Transportation has notified Cibola County of the availability of approved funds for Control # L600179; and
- Whereas, an evaluation of County roads has indicated the need for the projects listed and attached as Exhibit A; and
- Whereas, said available funds in the amount of \$193,778.00 (State share) will serve to allow Cibola County to complete the aforementioned projects.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Cibola County submits its application for funding, by Control No. L600179 through the New Mexico Department of Transportation 2020-2021 Local Government Road Fund Cooperative Agreement and further stipulates that funds, equipment, labor and materials representing the total cost of the proposed projects will be available at the effective date of the agreement.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2020.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez, Chairman

Robert Windhorst, 1st Vice Chair

Martha Garcia, 2nd Vice Chair

Ralph Lucero, Commissioner

Christine Lowery, Commissioner

Attest:

Michelle E. Dominguez, Cibola County Clerk

Contract No. _____
Vendor No. 0000047859
Control No. L600179

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and Cibola County (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Pavement Rehabilitation, Reconstruction, Blade & Shape, Drainage Improvements, Misc., as described in Control No. L600179, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is Two Hundred Fifty Eight Thousand, Three Hundred Seventy Dollars and Zero Cents (**\$258,370.00**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% \$193,778.00

Pavement Rehabilitation, Reconstruction, Blade & Shape, Drainage
Improvements, Misc.

2. The Public Entity's required proportional matching
Share shall be 25% \$64,592.00
For purpose stated above

3. Total Project Cost \$258,370.00

- b. The Public Entity shall pay all Project costs, which exceed the total amount of Two Hundred Fifty Eight Thousand, Three Hundred Seventy Dollars and Zero Cents (**\$258,370.00**).

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State

Transportation Commission.

- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities form**, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2021. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Cibola County Commission

By: _____

Date: _____

Title: _____

Attest: _____
Cibola County Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES

ENTITY: _____ CONTRACT No.: _____ CN: _____
 PROJECT _____
 No.: _____
 TERMINI: _____

 SCOPE OF WORK: _____

[illegible]



Resolution

20-45



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

Phone (505) 283-2570 Fax (505) 287-3656

Gary Porter - Public Works Director

Cibola County Resolution # 20-45

- Whereas, the undersigned are the duly elected and qualified members of the governing body of Cibola County; and
- Whereas, the maintenance of County roadways is the responsibility of the Board of the Commissioners; and
- Whereas, the health and safety of their patrons is of the highest priority; and
- Whereas, the New Mexico Department of Transportation has notified Cibola County of the availability of approved funds for Control # L600176; and
- Whereas, an evaluation of County roads has indicated the need for the projects listed and attached as Exhibit A: and
- Whereas, said available funds in the amount of \$87,849.00 (State share) will serve to allow Cibola County to complete the aforementioned projects.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cibola County submits its application for funding, by Control No. L600176 through the New Mexico Department of Transportation 2020-2021 Local Government Road Fund Cooperative Agreement and further stipulates that funds, equipment, labor and materials representing the total cost of the proposed projects will be available at the effective date of the agreement.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2020.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez, Chairman

Robert Windhorst 1st Vice Chair

Martha Garcia, 2nd Vice Chair

Ralph Lucero, Commissioner

Christine Lowery, Commissioner

Attest:

Michelle E. Dominguez, Cibola County Clerk

Contract No. _____
Vendor No. 0000047859
Control No. L600176

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and Cibola County (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Pavement Rehabilitation, Reconstruction, Blade & Shape, Drainage Improvements, Misc., as described in Control No. L600176, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is One Hundred Seventeen Thousand, One Hundred Thirty Two Dollars and Zero Cents (**\$117,132.00**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% \$87,849.00

Pavement Rehabilitation, Reconstruction, Blade & Shape, Drainage Improvements, Misc.

2. The Public Entity's required proportional matching
Share shall be 25% \$29,283.00
For purpose stated above

3. Total Project Cost \$117,132.00

- b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Seventeen Thousand, One Hundred Thirty Two Dollars and Zero Cents (**\$117,132.00**).

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State

Transportation Commission.

- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2021. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Cibola County Commission

By: _____

Date: _____

Title: _____

Attest: _____
Cibola County Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

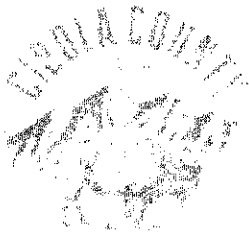
Print Name

Title



Resolution

20-46



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

Phone (505) 283-2570 Fax (505) 287-3656

Gary Porter - Public Works Director

Cibola County Resolution # 20-46

- Whereas, the undersigned are the duly elected and qualified members of the governing body of Cibola County; and
- Whereas, the maintenance of County roadways is the responsibility of the Board of the Commissioners; and
- Whereas, the health and safety of their patrons is of the highest priority; and
- Whereas, the New Mexico Department of Transportation has notified Cibola County of the availability of approved funds for Control # L600168; and
- Whereas, an evaluation of County roads has indicated the need for the projects listed and attached as Exhibit A: and
- Whereas, said available funds in the amount of \$115,931.00 (State share) will serve to allow Cibola County to complete the aforementioned project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cibola County submits its application for funding, by Control # L600168 through the New Mexico Department of Transportation 2020-2021 Local Government Road Fund Cooperative Agreement and further stipulates that funds, equipment, labor and materials representing the total cost of the proposed projects will be available at the effective date of the agreement.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2020.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez, Chairman

Robert Windhorst, 1st Vice Chair

Martha Garcia, 2nd Vice Chair

Ralph Lucero, Commissioner

Christine Lowery, Commissioner

Attest:

Michelle E. Dominguez, Cibola County Clerk

Contract No. _____
Vendor No. 0000047859
Control No. L600168

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and Cibola County (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Pavement Rehabilitation, Reconstruction, Blade & Shape, Drainage Improvements, Misc., as described in Control No. L600168, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is One Hundred Fifty Four Thousand, Five Hundred Seventy Five Dollars and Zero Cents (**\$154,575.00**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% \$115,931.00

Pavement Rehabilitation, Reconstruction, Blade & Shape, Drainage
Improvements, Misc.

2. The Public Entity's required proportional matching
Share shall be 25% \$38,644.00
For purpose stated above

3. Total Project Cost \$154,575.00

- b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Fifty Four Thousand, Five Hundred Seventy Five Dollars and Zero Cents (**\$154,575.00**).

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State

Transportation Commission.

- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2021. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Cibola County Commission

By: _____

Date: _____

Title: _____

Attest: _____
Cibola County Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES

ENTITY: _____ CONTRACT
 PROJECT _____ No.: _____ CN: _____
 No.: _____
 TERMINI: _____

 SCOPE OF
 WORK: _____

[illegible]



9d.

New Business

Resolution

20-47

Adopting an Infrastructure Capital
Improvements Plan (ICIP)

Cibola County

Cibola County Commission

Daniel J. Torrez, Chairman
Robert Windhorst, 1st Vice-Chair
Martha Garcia, 2nd Vice-Chair
Christine Lowery, Commissioner
Ralph Lucero, Commissioner

700 E. Roosevelt Ave., Suite 50

Grants, New Mexico 87020

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



Kate Fletcher
County Manager

Resolution 20-47

A RESOLUTION

ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP)

Whereas, the County of Cibola recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

Whereas, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

Whereas, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

Whereas, this process contributes to local and regional efforts in project identification and selection in short and long-range capital planning efforts

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Cibola County, New Mexico that:

1. Cibola County has adopted the attached FY 2022-2026 Infrastructure Capital Improvements Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution 19-46.

THE BOARD OF COUNTY COMMISSIONERS:

Daniel Torrez, Chairman

Robert Windhorst, 1st Vice-Chair

Martha Garcia, 2nd Vice-Chair

ATTEST:

Michelle E Dominguez, County Clerk

Dr. Christina Lowery, Commissioner

Ralph Lucero, Commissioner

Capital Projects by Priority

Category No.	Category Name	Ranking of Project	Project Title	Priority	2022-2026
120	Roads/Streets/Bridges	2022	To plan, design, construct, build, equip, County Roads,C-18B, C-1,and Lawrence Road, install culverts, bridges, and address drainage and road width issues on these roads.	1	900,000
310	Services Facilites	2022	To plan, design, construct, furnish and equip the relocation, and renovation of the Sheriff's office to The County Acquired Building Complex. Including landscaping, fencing, security gates, and parking lot improvements to Sheriff's Office Building and as well Cibola County Complex.	2	900,000
120	Service Facilities	2022	To plan, design, construct, build, furnish and equip volunteer fire stations, with training facilities, apparatus storage areas, and meeting rooms in El Morro, Candy Kitchen and a second station on Lobo Canyon Road.	3	750,000
310	Roads/Streets/Bridges	2022	To conduct a feasibility study, plan,design, equip,County Roads,C-42, C-18, C-1, C-19, C-33,C-48A,and install culverts, bridges, replace gravel with pavement, and address drainage and road width issues on these roads.	4	850,000
350	Economic Development	2022	This project entails design and construction of a stacked looped trail system and full-service trail heads in the Zuni Mountains. Once completed this trail system will provide year round recreation that will attract more tourists to this region and would assist with the stimulation of the economy.	5	1,500,000
310	Roads/Streets/Bridges	2022	To conduct feasibility studies and other studies as needed to assess the possibilty of further developing La Mosca Road into an all-weather road (FS 239 abd 453 road) to the top of La Mosca Peak in Cibola County	6	\$50,000
170	Equipment	2023	To purchase and equip vehicles for law enforcement department.	1	150,000
170	Equipment	2023	To purchase, equip, install an upgraded Computer Aided Dispatch and Records Management System	2	350,000
240	Storm/Surface/Water Control	2023	To conduct enviromental studies, plan, design, construct, equip flood prone areas in Bluewater Village, Bluewater Acres, Mt. Taylor Additon, San Rafael, and Rio San Jose in Cibola County. Per NFIP requirements all future road construction should meet the zone requirement, which is 18-24 inches above the flood plain. To ensure that all roads mentioned meet this standard.	3	750,000
170	Equipment	2024	To purchase and equip 2 dump trucks, mower, bucket truck and road sweeper for Cibola County	1	100,000
120	Service Facilities	2024	To plan, design, construct, build, furnish and equip law enforcement substations, training facilities, including driving, and shooting ranges.	2	550,000
170	Equipment	2025	To Purchase and Equip Cibola Maintenance Dept. Equipment	1	50,000
170	Equipment	2025	To purchase ongoing voting equipment for Clerks Office	2	150,000
120	Service Facilities	2026	To conduct a feasibility study, plan, design, construct, build, furnish and equip transitional housing center in Cibola County.	1	1,200,000
120	Service Facilities	2026	To plan, design, construct, build, furnish and equip an adult and/or a juvenile substance abuse treatment center	2	1,300,000
Total					9,550,000



9e.

New Business

Flood Plain Development Permit

Application # 2020-002

Cibola County Floodplain Development Permit Application

Application # FP 2020-00874 ☒ Use Permit ☐ Variance ☐ Appeal
Permit Fee \$25.00

Date 7/27/2020

SECTION I: GENERAL PROVISIONS (APPLICANT to read and sign)

1. No work of any kind may start until a permit is issued.
2. The permit may be revoked if any false statements are made herein.
3. If revoked, all work must cease until permit is re-issued.
4. Development shall not be used or occupied until a Certificate of Compliance is issued.
5. The permit will expire if no work is commenced within six months of issuance.
6. Applicant is hereby informed that additional permits may be required to fulfill local, state, and federal regulatory requirements.
7. Applicant hereby gives consent to the Local Administrator or his/her representative to make reasonable inspections required to verify compliance.
8. All work must be completed within 180 days of permit approval.

CERTIFICATION TO THE ADMINISTRATOR:

As the applicant I certify that I am either the owner or authorized agent of the owner and that all statements herein and in attachments to this application are, to the best of my knowledge, true and accurate. The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be done in accordance with the requirements of the Cibola County Flood Damage Prevention Ordinance 10-02, and with all other applicable Federal ordinances and the laws and regulations of the State of New Mexico.

WARNING: PLEASE READ AND ACKNOWLEDGE.

The Flood Insurance Rate Maps (FIRM) and other flood data used by the Cibola County Floodplain Manager in evaluating flood hazards to proposed developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data. On rare occasions greater floods can and will occur, and flood heights may be increased by man-made or natural causes. Issuance of an exemption certificate does not imply that developments outside the identified areas of special flood hazard will be free from flooding or flood damage. Issuance of an exemption certificate shall not create liability on the part of Cibola County, the Cibola County Floodplain Manager or any officer or employee of Cibola County in the event flooding or flood damage does occur. The undersigned hereby makes application for a Floodplain Use Permit.

Renee Saavedra

(Print name of Agent/Owner)

(Signature of Agent/Owner)

Date

7-23-20

SECTION 2: OWNER/PROJECT INFORMATION (To be completed by APPLICANT)

Owner or Agent Renee Soavedra

Owner Name (if agent) _____

Mailing Address P.O. Box 36 City Cubero

Property Address (from County Addressor) 86A Antelope Canyon Rd

State NM Zip Code 87014 Phone 505 967-8318

Engineer _____

Property Legal Description Sec 24 T10N R7W 6 acres Cubero

Description of Work (Check all applicable boxes)

A. Structural Development

Activity Structure Type

- ☒ New Structure* ☐ Residential (1-4 Family)
☐ Addition* ☐ Residential (4+ Family)
☐ Renovations*/Repairs* ☐ Non-Residential (Floodproofing? ☐ Yes)
Maintenance ☒ Manufactured Home

B. Other Development Activities

- ☐ Paving ☐ Grading ☐ Filling ☐ Mining
☐ Excavation (Except for Structural Development Checked Above)
☐ Watercourse Alteration (Including Dredging and Channel Modifications)
☐ Drainage Improvements (Including Culvert Work)
☐ Road, Street, Bridge Construction*
☐ Individual Water or Sewer System
☐ Other (Please describe)

*Notice: FEMA elevation Certificate MUST be attached to this application

Elevation of the 100-year (Base) flood (Identify source if other than the FIRM): _____ ft.(NAVD1988)

Highest adjacent grade at the development site (natural ground): _____ ft.(NAVD1988)

Lowest adjacent grade at the development site (natural ground): _____ ft.(NAVD1988)

Required elevation/depth for lowest floor (including basement): _____ ft.(NAVD1988)

Proposed elevation/height above grade for lowest floor (incl. basement): _____ ft.(NAVD1988)

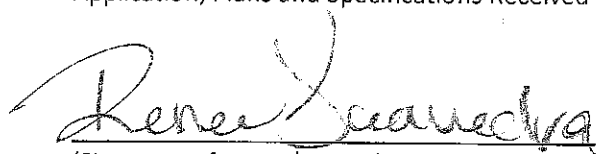
THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOD (INCLUDING BASEMENT) OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING WILL BE ELEVATED TO AT LEAST THE 100-YEAR (BASE) FLOOD ELEVATION (IF AVAILABLE) OR AT LEAST TWO FEET ABOVE THE HIGHEST ADJACENT GRADE (IN AO ZONES), AND THAT IF THE DEVELOPMENT IS PROPOSED IN A DELINEATED FLOODWAY, THE DEVELOPMENT WILL CAUSE NO INCREASE IN THE 100-YEAR (BASE) FLOOD ELEVATION.

OR

THIS PERMIT IS ISSUED WITH THE CONDITION THAT ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING (INCLUDING ANY MANUFACTURED HOUSE) COVERED BY THIS PERMIT WILL BE BUILT ON COMPACTED FILL THAT IS AT LEAST AS HIGH AS THE 100-YEAR (BASE) FLOOD ELEVATION, AND THAT SUCH FILL WILL EXTEND AT LEAST TEN FEET FROM ALL WALLS OF THE BUILDING BEFORE IT DROPS BELOW THE 100-YEAR (BASE) FLOOD ELEVATION.

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE DEVELOPER/OWNER OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING (INCLUDING ANY MANUFACTURED HOUSE) WILL PROVIDE A COMPLETED FEMA ELEVATION CERTIFICATE BY A REGISTERED ENGINEER OR LAND SURVEYOR BASED ON "ACTUAL CONSTRUCTION" PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT.

Application, Plans and Specifications Received this 27 Day of July, 2020


(Signature of Agent/Owner)


(Signature of Floodplain Administrator)

SECTION 3: ADDITIONAL INFORMATION (To be completed by APPLICANT)

If the proposed development is located in a Special Flood Hazard Area the applicant must submit the documents as noted below, before the application can be processed:

- ☐ Development plans, drawn to scale, and specifications, including where applicable: details for anchoring structures, proposed elevation of lowest floor (including basement), types of water-resistant materials used below the first floor, details of floodproofing of utilities located below the first floor, and details of enclosures below the first floor. (Required for structural development activities.)
- ☐ Completed Floodplain Building application (Required for building permit requests involving structures.)
- ☐ A copy of all data and hydraulic/hydrologic calculations used to determine the base flood elevation and floodway limits.
- ☐ A copy of all data and hydraulic/hydrologic calculations used to determine the floodway limits. (Required for proposed development in the floodplain where base flood elevations are established but no floodway or non-encroachment areas are determined.)
- ☐ Plans showing the extent of watercourse relocation and/or landform alterations. (As applicable)
- ☐ Change in water elevation (in feet) Meets ordinance limits on elevation increases: ☐ YES ☐ NO (Required for proposed encroachments to a floodway or non-encroachment area.)
- ☐ Top of new compacted fill elevation _____ ft. (NAVD1988). (Required for development involving fill in the floodplain.)
- ☐ Floodproofing protection level (non-residential only) _____ ft. (NAVD1988). Applicant must attach certification from registered engineer. (Required for floodproofed structures.)
- ☐ Certification from a registered engineer that the proposed activity in a regulatory floodway will not Result in any increase in the height of the regulatory flood event, or conditional approval issued by FEMA via a Conditional Letter of Map Revision (CLOMR) for the proposed activity. A copy of all data and hydraulic/hydrologic calculations supporting this finding must also be submitted. (Required for proposed encroachments to a floodway or non-encroachment area.)
- ☒ A certified and completed Elevation Certificate that includes the proposed elevation of lowest floor (including basement). Applicant must submit the Elevation Certificate before construction (based on construction drawings), when building is under construction (before lowest floor is completed), and when construction is finished (as-built elevations).
- ☐ A certified and completed Floodproofing Certificate for floodproofed non-residential structures.
- ☐ Location of all fill that will be stored in the floodplain, and statement of the amount of fill In addition, for a house show: The existing ground elevation and calculated height of the base flood elevation
- ☐ For a bridge submittal drawings and specifications for the bridge, certified by a registered professional Engineer. Calculations showing amount of fill (if any). A cross section at bridge location showing existing conditions, proposed conditions and BFE level. A site plan showing the location of all existing structures, water bodies, adjacent roads, lot dimensions, and proposed development. A copy of all data and hydraulic/hydrologic calculations supporting bridge submittal must also be submitted.
- ☐ Other:

SECTION 4: COMPLIANCE ACTION (To be completed by LOCAL ADMINISTRATOR)

The LOCAL ADMINISTRATOR will complete this section as applicable based on inspection of the project to ensure compliance with the community's local law for flood damage prevention.

1st INSPECTION DATE 7/27/2020 BY AMC DEFICIENCIES? ☐ Yes ☒ No Initial inspection

2nd INSPECTION DATE _____ BY _____ DEFICIENCIES? ☐ Yes ☐ No

1st Elevation Certificate Date _____ Final Elevation Certificate Date _____

Certificate of Compliance issued: DATE _____ BY _____

FLOODPLAIN MANAGER

Application Action Taken: ☐ Approved ☐ Denied ☐ Other _____

Floodplain Administrator Date

CIBOLA COUNTY COMMISSIONERS APPLICATION

Action Taken: ☐ Variance ☐ Appeal ☐ Approved ☐ Denied ☐ Other _____

Commission Action Confirmed By: _____
Floodplain Administrator Date of BCC meeting

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A - PROPERTY INFORMATION						FOR INSURANCE COMPANY USE	
A1. Building Owner's Name <u>Renel Sanchez</u>						Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. <u>816 A Water Canyon Road</u>						Company NAIC Number:	
City <u>Cibola</u>		State <u>Nm</u>		ZIP Code <u>87014</u>			
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) <u>Section 24 T10N R7W 6acres Cibola</u>							
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>Residential</u>							
A5. Latitude/Longitude: Lat. _____ Long. _____ Horizontal Datum: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983							
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.							
A7. Building Diagram Number <u>8</u>							
A8. For a building with a crawlspace or enclosure(s):							
a) Square footage of crawlspace or enclosure(s) <u>1280</u> sq ft							
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>12</u>							
c) Total net area of flood openings in A8.b _____ sq in							
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No							
A9. For a building with an attached garage:							
a) Square footage of attached garage <u>N/A</u> sq ft							
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>N/A</u>							
c) Total net area of flood openings in A9.b <u>N/A</u> sq in							
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No							
SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION							
B1. NFIP Community Name & Community Number <u>Cibola County</u>				B2. County Name <u>Cibola County</u>		B3. State <u>Nm</u> <input checked="" type="checkbox"/>	
B4. Map/Panel Number <u>0750E</u>	B5. Suffix <u>C</u>	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s) <u>A</u>	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) <u>6228</u>		
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input type="checkbox"/> FIRM <input checked="" type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____							
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input checked="" type="checkbox"/> Other/Source: <u>Contour</u>							
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: <u>N/A</u> <input type="checkbox"/> CBRS <input type="checkbox"/> OPA							

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:	
City	State	ZIP Code	Company NAIC Number	

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: NA Vertical Datum: NAT

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: NAT

Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

- | | | |
|---|-----------|---|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor) | <u>NA</u> | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| b) Top of the next higher floor | <u>NA</u> | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| c) Bottom of the lowest horizontal structural member (V Zones only) | <u>NA</u> | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| d) Attached garage (top of slab) | <u>NA</u> | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| e) Lowest elevation of machinery or equipment servicing the building
(Describe type of equipment and location in Comments) | <u>NA</u> | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| f) Lowest adjacent (finished) grade next to building (LAG) | <u>NA</u> | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| g) Highest adjacent (finished) grade next to building (HAG) | <u>NA</u> | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support | <u>NA</u> | <input type="checkbox"/> feet <input type="checkbox"/> meters |

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☐ No ☐ Check here if attachments.

Certifier's Name <u>NA</u>		License Number <u>NA</u>		<div style="text-align: center;"> Place Seal Here <u>NA</u> </div>
Title <u>NA</u>				
Company Name <u>NA</u>				
Address <u>NA</u>				
City <u>NA</u>	State <u>NA</u>	ZIP Code <u>NA</u>		
Signature <u>NA</u>	Date <u>NA</u>	Telephone <u>NA</u>	Ext.	

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. <u>86A Water Canyon Road</u>			Policy Number: <u>10000000000000000000</u>	
City <u>Cubero</u>	State <u>NM</u>	ZIP Code <u>87014</u>	Company NAIC Number <u>10000000000000000000</u>	

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is 2.2 ☒ feet ☐ meters ☒ above or ☐ below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is 3.1 ☒ feet ☐ meters ☒ above or ☐ below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is N/A ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E3. Attached garage (top of slab) is N/A ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is N/A ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name <u>P.O. Box 36</u>			
Address <u>Vivonne Saavedra</u>	City <u>Cubero</u>	State <u>NM</u>	ZIP Code <u>87014</u>
Signature <u>Vivonne Saavedra</u>	Date <u>7-26-20</u>	Telephone <u>505-850-7233</u>	
Comments <u></u>			

☐ Check here if attachments.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.		FOR INSURANCE COMPANY USE	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. <u>86 A Water Canyon Road</u>		Policy Number:	
City <u>Cubero</u>	State <u>NM</u>	ZIP Code <u> </u>	Company NAIC Number
SECTION G – COMMUNITY INFORMATION (OPTIONAL)			
<p>The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.</p> <p>G1. <input type="checkbox"/> The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)</p> <p>G2. <input checked="" type="checkbox"/> A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.</p> <p>G3. <input checked="" type="checkbox"/> The following information (Items G4–G10) is provided for community floodplain management purposes.</p>			
G4. Permit Number <u>2020-0002</u>	G5. Date Permit Issued	G6. Date Certificate of Compliance/Occupancy Issued	
<p>G7. This permit has been issued for: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Substantial Improvement</p> <p>G8. Elevation of as-built lowest floor (including basement) of the building: <u>6231</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters Datum <u> </u></p> <p>G9. BFE or (in Zone AO) depth of flooding at the building site: <u>6228</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters Datum <u> </u></p> <p>G10. Community's design flood elevation: <u>6228</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters Datum <u> </u></p>			
Local Official's Name <u>Anna Larson</u>		Title <u>Planning Coordinator</u>	
Community Name <u>Cibola County</u>		Telephone <u>505-285-2555</u>	
Signature <u>Anna Larson</u>		Date <u>2/27/2020</u>	
<p>Comments (including type of equipment and location, per C2(e), if applicable)</p> <p><u>Site location includes approximately 2 ft elevation of fill dirt + mobile home is elevated 3 ft above Ground level.</u></p>			
<input type="checkbox"/> Check here if attachments.			

ELEVATION CERTIFICATE**BUILDING PHOTOGRAPHS**

See Instructions for Item A6.

OMB No. 1660-0008

Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.**FOR INSURANCE COMPANY USE**

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.

Policy Number:

City

State

ZIP Code



Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

Photo One

Photo One

Photo One Caption

Clear Photo One

Photo Two

Photo Two

Photo Two Caption

Clear Photo Two

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

Continuation Page

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Photo Three

Photo Three

Clear Photo Three

Photo Three Caption

Photo Four

Photo Four

Clear Photo Four

Photo Four Caption



9f.

New Business

Replat & Vacation of Road ROW

McNeil Addition-Bluewater Village

CLAIM OF EXEMPTION

To Claim an Exemption from the requirements of the New Mexico Subdivision Act and the Cibola County Subdivision Regulations, you must complete this form, sign it before a notary public and submit it together with three (3) legible copies of all required documents to the appropriate County staff person. Be sure to check all exemptions which apply and attach legible copies of all supporting documents.

The appropriate staff member will notify you in writing within thirty (30) days, as to whether your claim of exemption has been granted. If the Claim of Exemption is granted, you may proceed with the land division you propose without needing to comply with the requirements of the Cibola County Subdivision Regulations. If the staff member fails to notify the applicant within thirty (30) days after receipt of the completed Claim of Exemption, the exemption will be deemed denied, or if your Claim of Exemption is denied, you may either seek approval of a subdivision or appeal the denial as provided in the Cibola County Subdivision Regulations.

Claim of Exemptions must be recorded and are in full force and effect only after having been recorded in the Office of the County Clerk within sixty (60) days after the date of approval. Shall an applicant fail to record an approved Claim of Exemption within the required time, review and approval will be required again.

This form must be accompanied by an administrative filing fee in accordance with the fee schedule set out in Article 9 of these Regulations, payable to the Cibola County Treasurer.

Phillip Charles Spencer and Debra Joy Spencer, and

I, We Jolene Hanson Spencer claim an exemption from the requirements of the New Mexico Subdivision Act and the Cibola County Subdivision Regulations on the property described in Attachment "A" hereto, and for the following reason(s). I/We certify that this transaction involves: (Please circle the Exemption you are claiming.)

1. The sale, lease or other conveyance of any parcel that is thirty-five (35) acres or larger in size within any twelve (12) month period, provided that the land has been used primarily and continuously for agricultural purposes, in accordance with Section 7-36-20 NMSA 1978, for the preceding three (3) years.

ATTACH COPIES OF DEED, NOTICE OF VALUATION FROM THE ASSESSORS' OFFICE, PREVIOUS SURVEY, ATTACHED CERTIFIED SURVEY SHOWING SIZE AND LOCATION OF PARCEL.

THE SURVEY NEEDS TO SHOW THE FOLLOWING NOTES:

a. NO FURTHER EXEMPT LAND DIVISION MAY OCCUR ON THESE TRACTS FOR TWELVE MONTHS AFTER RECORDATION

b. TRACT ____ CANNOT BE DIVIDED BELOW THIRTY-FIVE (35) ACRES BY MEANS OF A CLAIM OF EXEMPTION, EXCEPT BY COURT ORDER, TO SECURE A MORTGAGE OR TO DONATE A PARCEL OF LAND.

2. The sale or lease of apartments, offices, stores or similar space within a building. **ATTACHED COPIES OF DEEDS, PREVIOUS SURVEY IF AVAILABLE, SKETCH PLAN AND ALL PROPOSED SALE OR LEASE DOCUMENTS.**
3. The division of land within the boundaries of a municipality. **ATTACH COPIES OF DEED, PREVIOUS SURVEY, AND CERTIFIED SURVEY SHOWING LOCATION OF PROPOSED DIVISION.**
4. The division of land in which only gas, oil, mineral or water rights are severed from the surface ownership of the land. **ATTACH COPIES OF DEED, PREVIOUS SURVEY IF AVAILABLE, CERTIFIED SURVEY SHOWING THE SIZE AND LOCATION OF ALL PROPOSED CONVEYANCE DOCUMENTS.**

5. The division of land created by court order where the order creates no more than one parcel per part. **ATTACH COPIES OF DEED, CERTIFIED COPY OF THE COURT ORDER, PREVIOUS SURVEY, IF AVAILABLE, AND A CERTIFIED SURVEY OF THE DIVISION AND CONVEYANCE DOCUMENTS.**

THE SURVEY NEEDS TO SHOW THE FOLLOWING NOTE:

1. **THESE LOTS WERE CREATED BY (name of court ordering division), COURT ORDER NO. _____, DATED _____.**

6. Used the division of land for grazing or farming activities provided that the land continues to be used for grazing or farming activities and meets the minimum lot size standards. **ATTACH COPIES OF DEEDS, ATTACH ALL COPIES OF PROPOSED CONVEYANCE DOCUMENTS AND DOCUMENTS RESTRICTING FUTURE USE TO GRAZING OR FARMING ACTIVITIES. NO DWELLING UNITS, COMMERCIAL, OR INDUSTRIAL USES SHALL BE ALLOWED ON THE LOTS CREATED IN PERPETUITY. SUCH DOCUMENTS MUST CONTAIN A COVENANT RUNNING WITH THE LAND, AND REVOCABLE ONLY BY MUTUAL CONSENT OF THE PLANNING BOARD AND THE COVENANT MUST BE SIGNED BY THE PROPERTY OWNER, THAT THE DIVIDED LAND WILL BE USED EXCLUSIVELY FOR GRAZING OR FARMING ACTIVITIES. THE COVENANT MUST BE SIGNED BY THE PROPERTY OWNER, THE BUYERS OR LESSEE, AND THE APPROPRIATE COUNTY STAFF PERSON AND MUST BE FILED WITH THE COUNTY CLERK ALONG WITH A CERTIFIED SURVEY OF THE DIVISION:**

THE SURVEY NEEDS TO SHOW THE FOLLOWING NOTES:

- a. **TRACT ____ WAS CREATED FOR GRAZING AND FARMING ACTIVITIES ONLY; NO DWELLINGS OR COMMERCIAL USES ARE PERMITTED.**

- b. **NO FURTHER EXEMPT LAND DIVISION MAY OCCUR UNLESS THE COVENANTS ARE REVOKED BY MUTUAL CONSENT BETWEEN THE PROPERTY OWNER AND THE APPROPRIATE COUNTY STAFF PERSON.**

- c. **RESTRICTIVE COVENANTS ARE RECORDED IN BOOK ____ & PG. ____ AS DOCUMENT # _____ IN THE RECORDS OF THE CIBOLA COUNTY CLERK'S OFFICE.**

7. The division of land resulting only in the alteration of parcel boundaries where parcels are altered for the purpose of increasing or reducing the size of contiguous parcels and where the number of parcels is not increased. **ATTACH COPIES OF DEEDS, PREVIOUS SURVEY IF AVAILABLE, AND CERTIFIED SURVEYS SHOWING ALL PARCELS AND PARCEL BOUNDARIES BEFORE AND AFTER PROPOSED ALTERATION.**
8. The division of land to create burial plots in a cemetery. **ATTACH COPIES OF DEEDS, PREVIOUS SURVEY, IF AVAILABLE, AND CERTIFIED SURVEY SHOWING SIZE AND LOCATION OF PLOTS; AND DOCUMENTS OF DEDICATION FOR CEMETERY PURPOSES FOR PERPETUALLY UNDISTURBED INTERMENTS.**
9. The division of land to create a parcel that is sold or donated as a gift to an immediate family member; however, this exception shall be limited to allow the seller or donor to sell or give no more than one parcel per tract of land per immediate family member. **ATTACH COPIES OF DEEDS, COPY OF CERTIFIED SURVEY SHOWING SIZE AND LOCATION OF ORIGINAL TRACT, PARCEL PROPOSED TO BE DIVIDED, ANY PARCELS PREVIOUSLY DIVIDED FROM THE ORIGINAL PARCEL AND DATES OF ALL DIVISIONS. ATTACH COPY OF PROPOSED CONVEYANCE DOCUMENT AND BIRTH CERTIFICATE, ADOPTION CERTIFICATE OR OTHER DOCUMENT DEMONSTRATING FAMILY RELATIONSHIP CLAIMED. BAPTISMAL CERTIFICATES ARE NOT ACCEPTABLE DOCUMENTATION.**

THE SURVEY NEEDS TO SHOW THE FOLLOWING NOTES:

- a. **NO FURTHER DIVISION IS PERMITTED BY MEANS OF A CLAIM OF EXEMPTION, EXCEPT BY MEANS OF A COURT ORDER, TO SECURE A MORTGAGE, OR TO DONATE A PARCEL OF**

LAND.

b. (FOR TRACTS BEING CONVEYED TO A MINOR CHILD); AN IRREVOCABLE TRUST FOR THIS LAND DIVISION IS RECORDED IN BK. _____ & PG. _____ AS DOCUMENT # _____ IN THE OFFICE OF THE CIBOLA COUNTY CLERK.

10. The division of land created to provide security for mortgages, liens or deeds of trust; provided that the division is not the result of a seller-financed transaction.

ATTACH COPIES OF DEEDS, A COMMITMENT LETTER STATING THE MORTGAGE IS CONTINGENT ON THE APPROVAL OF THE CLAIM OF EXEMPTION, ALL FINANCING DOCUMENTS. ATTACH A COPY OF CERTIFIED SURVEY SHOWING SIZE AND LOCATION OF ORIGINAL TRACT, PARCEL PROPOSED TO BE DIVIDED, ANY PARCELS PREVIOUSLY DIVIDED FROM THE ORIGINAL PARCEL AND DATES OF ALL DIVISIONS.

THE SURVEY NEEDS TO SHOW THE FOLLOWING NOTES:

1. THIS PLAT CREATES A TEMPORARY LOT FOR MORTGAGE PURPOSES ONLY.

2. TRACT ____ SHALL AUTOMATICALLY BE CONSOLIDATED WITH THE ORIGINAL PARCEL UPON RELEASE OF MORTGAGE, LIEN OR DEED OF TRUST.

3. THESE PARCELS CANNOT BE SOLD SEPARATELY UNTIL FINAL FORECLOSURE DOCUMENT HAS BEEN SUBMITTED AND APPROVED BY THE APPROPRIATE COUNTY STAFF PERSON.

11. The sale, lease or other conveyance of land that creates no parcel smaller than one hundred forty (140) acres; **ATTACH COPIES OF DEEDS, PREVIOUS SURVEY IF AVAILABLE, AND CERTIFIED SURVEY SHOWING LOCATION AND SIZE OF PARCEL(S).**

12. The division of land to create a parcel that is donated to any trust or nonprofit corporation granted an exemption from federal income tax, as described in § 501 (c) (3) of the United States Internal Revenue Code of 1986, as amended; school, college or other institution with a defined curriculum and a student body and faculty that conducts classes on a regular basis; or to any church or group organized for the purpose of divine worship, religious teaching or other specifically religious activity. **ATTACH COPIES OF DEEDS, PREVIOUS SURVEY IF AVAILABLE, IRS. EXEMPTION LETTER, AND/OR DOCUMENTS DEMONSTRATING ENTITLEMENT TO EXEMPTION AND CERTIFIED SURVEY SHOWING LAND PROPOSED TO BE DONATED.**

13. The sale, lease or other conveyance of a single parcel from a tract of land, except from a tract created within the previous five (5) years or a tract created by means of a Claim of Exemption, provided that the second tract is retained by the subdivider and neither tract can be further divided for a period of five (5) years from the date the first tract is sold, leased or conveyed or this division, within a previously approved subdivision, within any five (5) year period; provided that a second or subsequent sale, lease or other conveyance shall be subject to the provisions of the New Mexico Subdivision Act and these Regulations; provided further that a survey shall be filed with the County Clerk indicating the five (5) year holding period for both the original tract and the newly created tract. **ATTACH COPIES OF DEED, PREVIOUS SURVEY IF AVAILABLE, CERTIFIED SURVEY SHOWING SIZE AND LOCATION OF ORIGINAL TRACT, PARCEL PROPOSED TO BE DIVIDED, ANY PARCELS PREVIOUSLY DIVIDED FROM THE ORIGINAL PARCEL AND DATES OF ALL DIVISIONS WITHIN THE APPROPRIATE PARCEL. THE SURVEY NEEDS TO SHOW, IN BOLD AND OBVIOUS LETTERING, UNDER THE TITLE, THE FOLLOWING NOTE:**

DECLARATION OF INTENT

(*W 1/2 of Lot 14, see exhibit "A" attached hereto)

THE OWNER OF THE LAND PLATTED HEREIN CERTIFIES THAT HE/SHE DOES NOT INTEND TO SELL, LEASE OR OTHERWISE CONVEY TRACT ____, BUT CERTIFIES THAT HE/SHE INTENDS TO KEEP THIS TRACT FOR PERSONAL USE FOR A MINIMUM OF FIVE (5) YEARS. IF THE TRACT IS SOLD OR LEASED WITHIN FIVE (5) YEARS, THE OWNER ACKNOWLEDGES

THAT HE/SHE SHALL BE SUBJECT TO ALL APPLICABLE SUBDIVISION REGULATIONS AND AGREES THAT HE/SHE WILL INFORM THE APPROPRIATE COUNTY STAFF PERSON THAT A SUBDIVISION HAS BEEN CREATED. FURTHER, IF EITHER OF THE TWO TRACTS CREATED BY THIS PLAT IS DIVIDED WITHIN A PERIOD OF FIVE (5) YEARS, SUCH SUBDIVISION(S) SHALL BE CONSIDERED A SUBDIVISION SUBJECT TO ALL APPLICABLE SUBDIVISION REGULATIONS.

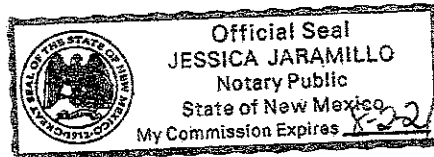
I further certify that the information provided by me in this Claim of Exemption is true and correct and that all documents attached to or enclosed with this Claim of Exemption are originals of true, complete and correct copies of the originals. This exemption is not part of a common promotional scheme to avoid the applicable subdivision regulations.

NAME: Philip Spencer Philip Spencer
Signature Print Your Name Here

ADDRESS: Brewster NM 87005
City State Zip Code

Telephone Number (s) 505 290 8288

This Claim of Exemption was SUBSCRIBED AND SWORN to before me on June 13, 2019.



[Signature]
Notary Public

My commission expires:

8-2-21
(Legal Description of Property Must be Attached)

For Official Use Only

_____ The fee for processing the foregoing Claim of Exemption was received on _____

_____ The foregoing Claim of Exemption has been approved.

_____ The foregoing Claim of Exemption is denied.

Conditions or Comments for this decision:

Date

Name and Title

THAT HE/SHE SHALL BE SUBJECT TO ALL APPLICABLE SUBDIVISION REGULATIONS AND AGREES THAT HE/SHE WILL INFORM THE APPROPRIATE COUNTY STAFF PERSON THAT A SUBDIVISION HAS BEEN CREATED. FURTHER, IF EITHER OF THE TWO TRACTS CREATED BY THIS PLAT IS DIVIDED WITHIN A PERIOD OF FIVE (5) YEARS, SUCH SUBDIVISION(S) SHALL BE CONSIDERED A SUBDIVISION SUBJECT TO ALL APPLICABLE SUBDIVISION REGULATIONS.

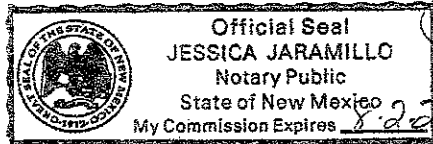
I further certify that the information provided by me in this Claim of Exemption is true and correct and that all documents attached to or enclosed with this Claim of Exemption are originals of true, complete and correct copies of the originals. This exemption is not part of a common promotional scheme to avoid the applicable subdivision regulations.

NAME: Debra J. Spencer Debra Joy Spencer
Signature Print Your Name Here

ADDRESS: Bluewater NM 87005
City State Zip Code

Telephone Number (s) 505-290-3755

This Claim of Exemption was SUBSCRIBED AND SWORN to before me on June 13, 2009.



[Signature]
Notary Public

My commission expires:

8.22.11
(Legal Description of Property Must be Attached)

For Official Use Only

_____ The fee for processing the foregoing Claim of Exemption was received on _____

_____ The foregoing Claim of Exemption has been approved.

_____ The foregoing Claim of Exemption is denied.

Conditions or Comments for this decision:

Date

Name and Title

THAT HE/SHE SHALL BE SUBJECT TO ALL APPLICABLE SUBDIVISION REGULATIONS AND AGREES THAT HE/SHE WILL INFORM THE APPROPRIATE COUNTY STAFF PERSON THAT A SUBDIVISION HAS BEEN CREATED. FURTHER, IF EITHER OF THE TWO TRACTS CREATED BY THIS PLAT IS DIVIDED WITHIN A PERIOD OF FIVE (5) YEARS, SUCH SUBDIVISION(S) SHALL BE CONSIDERED A SUBDIVISION SUBJECT TO ALL APPLICABLE SUBDIVISION REGULATIONS.

I further certify that the information provided by me in this Claim of Exemption is true and correct and that all documents attached to or enclosed with this Claim of Exemption are originals of true, complete and correct copies of the originals. This exemption is not part of a common promotional scheme to avoid the applicable subdivision regulations.

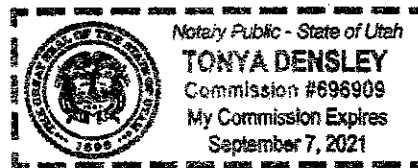
NAME: Jolene H Spencer Jolene H Spencer
Signature Print Your Name Here
ADDRESS: Am Fork Utah 84003
City State Zip Code
Telephone Number (s) 801 995 5724

This Claim of Exemption was SUBSCRIBED AND SWORN to before me on JULY 25, 2009.

[Signature]
Notary Public

My commission expires:

SEP 7, 2021
(Legal Description of Property Must be Attached)



For Official Use Only

_____ The fee for processing the foregoing Claim of Exemption was received on _____

_____ The foregoing Claim of Exemption has been approved.

_____ The foregoing Claim of Exemption is denied.

Conditions or Comments for this decision:

Date

Name and Title

EXHIBIT "A"

W/2 (107') of Lot Fourteen (14) in Block Seven (7), and the East Thirty feet (30') of the Un-named Street R.O.W. immediately adjacent and west of said Lot Fourteen (14), McNeill Addition to Old Bluewater Townsite and situated within the N/2 of the SE1/4 of Section 22, Township 12 North, Range 11W., N.M.P.M., Bluewater Village, Cibola County, New Mexico, as the same is shown and designated on the Boundary Survey by Hammon Enterprises, Inc. filed in the Office of the County Clerk of Cibola County, New Mexico on April 8, 2019 as Document 201900712, Book 26, Page 6958.

APPLICATION FOR VACATION OF A PLAT

INSTRUCTIONS

Print or type clearly. Use additional sheets if necessary. All required attachments shall be submitted with this application form. Incomplete or inaccurate applications may delay decision dates. The completed application package must be submitted to the County Manager by the subdivider or a designated agent and shall be in compliance with the requirements of the County Subdivision Regulations. Each application must be accompanied by the required administrative fee.

APPLICANT INFORMATION

1. Subdivider Name, Address and Phone Number

Signature _____ Date _____

2. Engineer/Surveyor Name, Address and Phone Number

Signature [Signature] Date 7-17-20

SUBDIVISION INFORMATION

3. Name of Subdivision McNeill addition to old bluewater Townsite
4. Reason(s) for Vacation of Plat (brief description) Vacate unused road between Block 7 + Block 8 to combine and Expand Lot 13 + Lot 14.
5. Attach a copy of the subdivider's plan containing, maps, schematics, and a narrative statement describing the full effect of the proposed plat vacation with and without the vacation.
6. Attach a copy of documents of title to the property affected by the proposed vacation.

I certify that the information provided by me in this Application for Vacation of a Plat is true and correct and that all documents attached to or enclosed with this Application are originals or true, complete and correct copies of the originals.

[Signature]
Signature

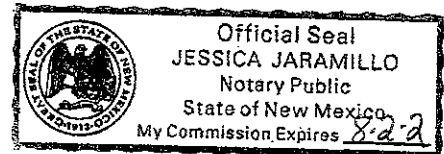
This Application for Vacation of a Plat was SUBSCRIBED AND SWORN to before me on

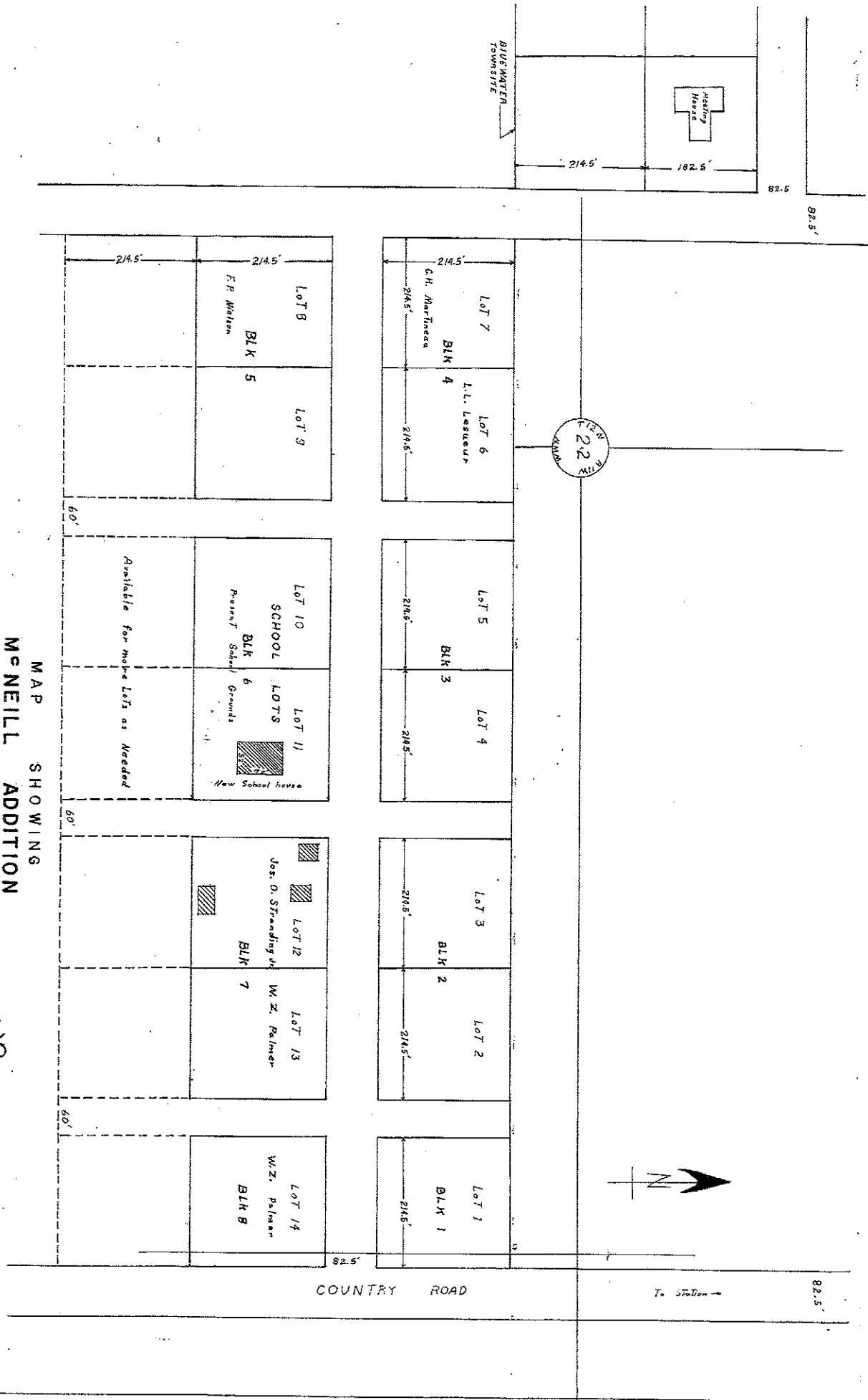
July 20, 2020

My Commission Expires:

Aug 2 2021

Notary Public





MAP SHOWING
McNEILL ADDITION
TO OLD BLUEWATER TOWNSITE
N.E. 1/4 of S.E. 1/4 of Sec. 22, T.12N. R.11W. N.M.M.
Date: May 21, 1919
Scale: 1 in = 100 ft.

02433C

Page 10

Copyright 1919 by J. H. McNeill

Parcel Tracking Sheet
Cibola County Assessor County

Date received: 07/02/2020

Type: Combine

Total number of parcels to be combined/split: 1

Contact No.: (505) 287-9776

Re-plat will be indicated for Tax Year: 2021

Name of Plat Owner: SPENCER, RICHARD D.

Name of Person Filing: ROSEBROUGH & FOWLES

Account Number	Parcel Number (UPC)	Prior Net Taxable Value	Current Net Taxable Value	Prior Tax	Current Tax
R00100	2-063-069-019-210	\$10,652.00	\$10,652.00	(\$69.68)	\$316.72
		\$10,652.00	\$10,652.00	(\$69.68)	\$316.72
				Grand Total:	\$247.04

Samantha Merdano Date: 7-2-20
Signature of Cibola County Assessor County Assessor's Office Authorized Representative

I hereby certify that all ad valorem taxes due Cibola County Assessor County applicable to the above described property have been paid in full through the 2020 tax year.

Christina Marie Dominguez Date: 07/07/2020
Signature of Cibola County Assessor County Treasurer or Deputy

Treasurer's Process No.: _____

Clerk's Office:

Doc. No.: _____ Vol.: _____ Folio: _____ No. of Pages: _____

State of New Mexico
a County Treasurer, Kathy Gonzales
00 E. Roosevelt Suite 50
Grants, NM 87020
Phone # 505-285-2520

State of New Mexico
Office of ~~Cibola~~ County Treasurer, Kathy
Gonzales
700 E. Roosevelt Suite 50t
Grants, NM 87020
Phone #: 505-285-2520
Receipt:
2020-07-09-CDOMINGUEZ-15595-P

Number	Receipt Date	Receipt Number
019210	Jul 9, 2020	2020-07-09-CDOMINGUEZ-15595-P

Product	Name	Extended
	Tax Payment	\$247.04
	R00100	

Account #: R00100
Payment Amount: \$247.04
Paid by: SPENCER, RICHARD D. P.O. BOX 173
BLUEWATER, NM 87005
Effective Date: 7/9/20
Balance remaining: \$0.00
Pre payment?: true

Payment	\$247.04
---------	----------

total	\$247.04
ender (Check)	\$247.04
check # 5382	
id By DEBRASPENCER	

Payor
SPENCER, RICHARD D.
P.O. BOX 173
BLUEWATER, NM 87005

u Jul 09 09:36:01 MDT 2020
ominguez

W1/2 OF LOT 107FF 4 PINON ST BLUEWATER VILLAGE 87005

Actual	Assessed	Year	Area	Mill Levy
3,682	1,227	2019	10	28.460
28,274	9,425	2019	10	28.460

Residential Improvement - 170

Payments Received

Check

\$247.04

Check # 5382

Paid By DEBRA SPENCER

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2019	Special Assessment	\$13.56	\$13.56	\$0.00	\$0.00
2019	Tax	\$303.16	\$303.16	\$0.00	\$0.00
2019	PrePayment	\$0.00	\$69.68	\$247.04	(\$316.72)
				\$247.04	(\$316.72)
					Balance Due as of Jul 9, 2020
					\$0.00



Receipt Number: R00005844

Cashier Name: Nancy Homra-Jewell

Terminal Number: 5

Receipt Date: 7/9/2020 2:35:23 PM

Transaction Code: Misc - Micellaneous Receipts

SUB FEE/STATEMENT OF VACATION/DEBRA SPENCER 250.00

Subdivision Fees 250.00

Product: 401 - Subdivision Fees Units: 0.00 Amount: 250.00

Total Balance Due: \$250.00

Payment Method: Check Reference: 0010 Amount: \$250.00

Total Payment Received: \$250.00

Change: \$0.00

Cibola County Commission

Daniel J. Torrez, Chairman
Robert Windhorst, 1st Vice-Chair
Martha Garcia, 2nd Vice-Chair
Christine Lowery, Commissioner
Ralph Lucero, Commissioner

Cibola County
700 E. Roosevelt Ave., Suite 50
Grants, New Mexico 87020
Phone (505) 287-9431 – Fax (505) 285-5434



Kate Fletcher
County Manager

7/14/2020

Nelson Rains
P.O. Box 458
Bluewater, NM 87005

Dear Sir:

At the request of the Spencer family, the Cibola County Commission will be reviewing for approval, an application to vacate an unused road located between Lot 13 and Lot 14 of McNiel Addition of the old Bluewater Townsite. The unused road Right-Of-Way (ROW) has not been developed and is currently the site of a driveway into one lot, and a portion of a house is also located in this ROW. Access to your parcel will remain the same from Main street. Please see the attached map.

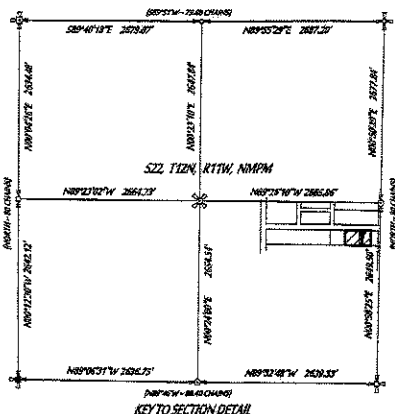
Cibola County Ordinance 15-02 requires that all contiguous property owners be notified of the proposed changes to allow for public comment. Please direct any written comments to Cibola County Planning, ATTN: Anna Larson, 700 Roosevelt Ave Suite 50, Grants, NM 87323 or by e-mail at alarson@co.cibola.nm.us.

The plat will be submitted to the Cibola County Commission for final approval at the regularly scheduled public meeting on August 27, 2020.

Thank you,

Anna Larson
Cibola County Planning
700 Roosevelt Ave
Suite 50
(505) 285-2555

- LEGEND**
- SECTION CORNER, FOUND 5/8" REBAR W/PS5122Z CAP
 - SECTION CORNER, FOUND 3" ALLUM. CAPPED PIPE, PS523-1986
 - SECTION CORNER, FOUND 1" BRASS CAP IN CONCRETE, PS552-2009
 - SECTION CORNER, FOUND 5/8" REBAR W/PS523Z CAP IN ROCK FILE
 - 1/4 SECTION CORNER, FOUND 1" CAPPED IRON PIPE IN FENCE W/PS5392Z WADNER
 - 1/4 SECTION CORNER, FOUND 5/8" REBAR W/PS591Z REFERENCE MARKS
 - 1/4 SECTION CORNER, FOUND 1" BRASS CAPPED PIPE, PS552-2009
 - 1/4 SECTION CORNER, FOUND 3" ALLUM. BRASS CAPPED PIPE STAMPED 1986
 - CENTER OF SECTION PROJECTED FROM POINTS SHOWN ON KEY TO SECTION DETAIL
 - FOUND 1" IRON PIPE W/PS5392Z WADNER
 - FOUND 1/2" REBAR
 - SET 5/8" REBAR W/PS539Z CAP
 - RECORD DIMENSIONS
 - G.L.D. RECORD SECTION DIMENSIONS



FREE CONSENT AND DEDICATION

THE REPLAT AS SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS THEREOF. SAID OWNERS WARRANT THAT THEY HOLD COMPLETE AND INDEFEASIBLE FEE SIMPLE TITLE TO THE LAND SUBDIVIDED, AND SAID OWNERS DO HEREBY GRANT ALL EASEMENTS AND RIGHT OF WAYS AS SHOWN HEREON FOR THE PURPOSES NOTED. SAID OWNERS DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DO HEREBY CERTIFY THAT THIS REPLAT IS THEIR FREE ACT AND DEED.

Deborah J. Spencer 3-19-2020
DEBORAH J. SPENCER, AS OWNER
STATE OF New Mexico
COUNTY OF Cibola

Official Seal
JESSICA JARAMILLO
Notary Public
State of New Mexico
My Commission Expires 8-2-21

Phillip Charles Spencer 3-19-2020
PHILLIP CHARLES SPENCER, AS OWNER
STATE OF New Mexico
COUNTY OF Cibola

Official Seal
JESSICA JARAMILLO
Notary Public
State of New Mexico
My Commission Expires 8-2-21

John Spencer 6-19-20
JOHN SPENCER, AS OWNER
STATE OF Utah
COUNTY OF Utah

Official Seal
RHONDA S. NERDIN
Notary Public
State of New Mexico
My Commission Expires 2-23-2023

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THIS THE 19th DAY OF June, 2020.
NOTARY PUBLIC Rhonda S. Nerdin
MY COMMISSION EXPIRES 2-23-2023

HAMMON ENTERPRISES, INC. PROFESSIONAL SURVEYING SERVICES
P.O. Box 770, Santa Fe, NM 87501 Tel: 505-870-6661 HESurvey@telcel.com

Replat No. 1 of Lot 13 & the West 108.5' of Lot 14, McNeil Addition to Old Bluewater Townsite.

Situated within the N/2 of the SE 1/4 of Section 22, Township 12 North, Range 11 W., N.M.P.M., Bluewater Village, Cibola County, New Mexico.

APPROVALS

Reviewed by Cibola County Mapping - Pinning Date
Steve Mark 3-12-20
Continental Divide Electric Cooperative
Dennis Willett 7-1-20
County Clerk

County Manager C. G. McIntosh Date
Deborah J. Spencer 7-1-20
Cibola County Assessor

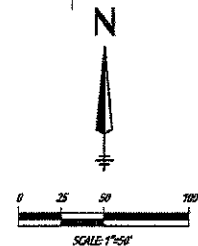
TAX CERTIFICATE

Taxes for these tracts have been paid as of 6/19/2020
Christina Marie Dominguez 6/19/2020
Cibola County Treasurer

CERTIFICATE OF FILING

I, _____, County Clerk and ex-officio recorder for Cibola County, New Mexico do hereby certify that the plat contained hereon was filed in my office as provided by law on the _____ day of _____, 20____.

Clerk and ex-officio recorder Cibola County, New Mexico



NOTES

1. FIELD SURVEY MADE DEC. 12, 2016. CORNERS TO BE SET UP ON APPROVAL OF THIS PLAT.
2. ADDRESSES ARE SHOWN ON DRAWING.
3. OWNERS: AS NOTED AND DESIGNATED HEREON.
4. BEARINGS REFERENCED TO THE N.M. STATE PLANE WEST ZONE GRID. DISTANCES ARE HORIZONTAL GROUND.
5. CONTINENTAL DIVIDE ELECTRIC COOPERATIVE TYPICALLY CLAIMS A TWENTY FOOT WIDE EASEMENT CENTERED ALONG THEIR UTILITY LINES WITHIN UNINCORPORATED AREAS OF THE COUNTY.
6. DUE TO THE VACATION OF THE UN-NAMED R.O.W. SHOWN ON THIS PLAT, FOR CLARITY, LOT 14 HAS BEEN INCLUDED IN BLOCK 7 WITH LOT 13A.

DISCLOSURE STATEMENT AND CLAIM OF EXEMPTION

THE PURPOSE OF THIS PLAT IS TO ACKNOWLEDGE THAT THE OWNERS ARE VACATING THE 80 FT. PUBLIC R.O.W. SHOWN. THIS REPLAT IS BEING PERFORMED UNDER CLAIM OF EXEMPTION N.O.P. THE DIVISION OF LAND RESULTING ONLY IN THE ALTERATION OF PARCEL BOUNDARIES WHERE THE NUMBER OF PARCELS IS NOT INCREASED.

SURVEYOR'S CERTIFICATE

I, Cyde J. King, a New Mexico Professional Surveyor, do hereby certify that this plat was prepared from an actual field survey performed by me or under my direct supervision, that I am responsible for this survey, that this survey is true and correct to the best of my knowledge and belief, that this plat and the field survey upon which it is based meet the Minimum Standards for Surveying in New Mexico.

Cyde J. King 3-04-20
Cyde J. King, PS 75775 Date



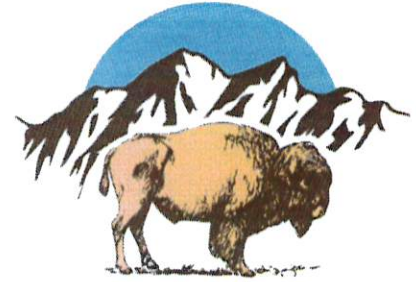


9g.

New Business

Requisitions over
\$20,000

Upgrade of County E-mail System



Request for funds to switch County Email system to Exchange and move in-house for stronger security, better control and enhanced features.

Total estimated cost for project:

A		B	C
Required Hardward, Software and Professional Services to setup Exchange Server Email			
1	Description		COST
2			
3	Microsoft Exchanger Server License and 200 CALS	\$ 13,717.64	<-One Time Cost
4	CISCO hosted spam filtering - 3 years paid up front	\$ 6,924.12	<-Reccurs every <-3 Years
5	NARUS Technology - Professional Services, Implementation	\$ 11,326.88	<-One Time Cost
6	DELL PowerEdge Server	\$ 20,797.00	<-One Time Cost
7	TOTAL:	\$ 52,765.64	<- Project Total
8			

History and Justification for Request:

Cibola County Email has been using POP email that is hosted by an international company in East Europe called Siteground for about ten years. Hosted POP is the most economical Email system available, but it has few bells and whistles that would put to better use all of the features that the newer versions of Microsoft Outlook is capable of. POP mail is also the least secure mail protocol and limits the County I T department on how much control we have.

In recent years the volume of cyber attacks, hacking, spoofing, malware and virus delivery and ransomware delivered via email has increased to dramatically. County I T has taken the necessary steps along the way to insure as well as we could that County email users were safe from these attacks and exploits. We decided last year that the need was real for us to move the County email system to Exchange Server and we had planned to include that in our budget next year, 2021-2022.



This year, with a worldwide pandemic affecting everything and everyone, attackers are using the pandemic as another avenue into our network using sites and emails that masquerade as COVID-19 related. In addition, many organizations are now using GEO DNS filtering to block emails that originate from certain countries. This is already interfering with our ability to send email to certain organizations including CoreCivic, Centurylink and DELL. This is causing a big problem for the I T department here as well as some of our mail users, and the problem will only get worse.

With millions more people either working from home, or taking advantage of online Zoom meeting, webinars, online training, etc... it is imperative that our network and email is highly secure and has high availability. As a result of these issues, our hosted POP email provider has reached the limit of it's capabilities to provide a secure email solution. We should take steps to move County email away from the current system, to an in-house Exchange Server email solution. ***For security, and other serious and immediate concerns, County I T strongly recommends that we make the move to in-house Exchange email now rather than putting it off another year as was originally planned.***

In addition to an in-house Exchange email being more secure and more manageable, there are many additional benefits.

1. Built in shared calendars	7. Enhanced file collaboration
2. Public and shared folders	8. Sharing Projects across devices – computer / laptop / smartphone / tablet
3. Email archiving ability	9. Data Loss Prevention (Exchange DLP)
4. Integrates with smartphones	10. More efficient message managing
5. Access email from anywhere with internet connection	11. Integrate all contacts in one place
6. Global contact lists	12. Quicker resolution to any email problems

Quote Attachments:

1) SHI	Exchange Licensing	\$13,717.64
2) SHI	Cisco Email Security & Support 3-Years	\$6,924.12
3) DELL	R7515 Server with Licenses	\$20,797.00
4) Narus Technology	– Implementation	\$11,326.88



Pricing Proposal
Quotation #: 19165218
Created On: 7/20/2020
Valid Until: 8/31/2020

County of Cibola

Mike Allen

NM
United States
Phone: (505) 287-9431
Fax:
Email: mike@co.cibola.nm.us

Inside Account Executive

Matthew Kemp

290 Davidson Ave
Somerset, NJ, 08873
Phone: 732-652-0838
Fax: 732-564-3099
Email: Matthew_Kemp@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Exchange Server 2019 Standard - License - 1 server - Select Plus - Win - Single Language Microsoft - Part#: 312-04418 Contract Name: NASPO Software VAR Contract #: ADSP016-130651 Subcontract #: 60-000-15-00020AC	1	\$529.64	\$529.64
2 Microsoft Exchange Server 2019 Standard CAL - License - 1 user CAL - volume - Win - Single Language Microsoft - Part#: 381-04518 Contract Name: NASPO Software VAR Contract #: ADSP016-130651 Subcontract #: 60-000-15-00020AC	200	\$65.94	\$13,188.00
Subtotal			\$13,717.64
Total			\$13,717.64

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
Quotation #: 19252431
Created On: 8/7/2020
Valid Until: 8/31/2020

County of Cibola

Inside Account Executive

Mike Allen

NM
United States
Phone: (505) 287-9431
Fax:
Email: mike@co.cibola.nm.us

Matthew Kemp

290 Davidson Ave
Somerset, NJ, 08873
Phone: 732-652-0838
Fax: 732-564-3099
Email: Matthew_Kemp@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Cisco Cloud Email Security Essentials - Subscription license - hosted - with AMP, base ThreatGrid Cisco Systems - Part#: CES-ESSN-AMP-BNDL Contract Name: NASPO Software VAR Contract #: ADSP016-130651 Subcontract #: 60-000-15-00020AC	200	\$30.09	\$6,018.00
2 Cisco Software Support Service Enhanced - technical support Cisco Systems - Part#: SVS-CES-SUPT-ENH Contract Name: NASPO Software VAR Contract #: ADSP016-130651 Subcontract #: 60-000-15-00020AC	1	\$906.12	\$906.12
Subtotal			\$6,924.12
Total			\$6,924.12

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

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The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Savings

\$19,108.26

Subtotal (1)

\$20,797.04

Estimated Shipping

\$0.00

Total

\$20,797.04

✓ You've successfully saved a new eQuote - #1025679217790

✕

Details

IT EXCHANGE SERVER
Quote number # 1025679217790
Created August 13, 2020
Expires October 11, 2020
Created by mike@co.cibola.nm.us

Billing

Order contact
Mike Allen, TECH SERVICES
Dell Contract Code:
C000000010852
Customer agreement number: 60-
000-15-00008AH
Phone number: (505) 285-2592
Additional::
mike@co.cibola.nm.us

Billing information
MIKE ALLEN, CIBOLA COUNTY
700 E ROOSEVELT AVE, GRANTS,
NM, 87020-2178
Customer number: 3066967
Phone number:
Additional::
MIKE@CO.CIBOLA.NM.US

Tax exemption
I am tax exempt

Shipping

Shipping information
MIKE ALLEN, CIBOLA COUNTY
700 E ROOSEVELT AVE, GRANTS,
NM, 87020-2178
Phone number:
Additional::
MIKE@CO.CIBOLA.NM.US

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Items

Quantity

Unit Price

Item total

PowerEdge R7515 Fully Configurable

1

\$39,905.30

\$39,905.30

Discounted unit price: \$20,797.04
Dell Contract Code: C000000010852
Estimated Ship Date
08/24/2020

Premier discount

-\$19,108.26

Catalog Number: 84 / pe_r7515_13734

Category	Description	Code	SKU	ID
Front Storage	Chassis with up to 24x2.5" Drives	GBEZW08	[379-BDTF]	1502
BACKPLANE	SAS/SATA Backplane	GK0E30X	[379-BDSS]	1503
PowerEdge R7515	PowerEdge R7515 Server	GIQHZ9G	[210-ASVQ]	1
Trusted Platform Module	No Trusted Platform Module	GMHJL5Y	[461-AADZ]	1574
Chassis Configuration	2.5" Chassis with up to 24 Hot Plug Hard Drives	G182DW3	[321-BERX]	1530
Processor	AMD EPYC 7702P 2.00GHz, 64C/128T, 256M Cache (200W) DDR4-3200	GYRVE5T	[338-BSWP]	1550
Processor Thermal Configuration	Standard Heatsink	G62IMAS	[412-AASE]	1697

Category	Description	Code	SKU	ID
Memory Configuration Type	Performance Optimized	GH9QB6I	[370-AAIP]	1562
Memory DIMM Type and Speed	2666MT/s LRDIMMs	GL4F8QG	[370-ADNT]	1561
Memory Capacity	128GB LRDIMM, 2666MT/s, Octo Rank	GU7GMF2	[370-ADMX]	1560
RAID Configuration	C4, RAID 5 for 3 or more HDDs or SSDs (Matching Type/Speed/Capacity)	GQEH61Y	[780-BCDP]	1540
RAID/Internal Storage Controllers	PERC H740P RAID Controller, 8Gb NV Cache, Minicard	G7ZC00H	[405-AAMS]	1541
Hard Drives	(8) 1.92TB SSD SATA Mix Use 6Gbps 5 12 2.5in Hot-plug AG Drive, 3 DWPD, 10 512 TBW	GW19KER	[400-AZTN]	1570
BIOS and Advanced System Configuration Settings	Performance BIOS Setting	GJ0594B	[384-BBBL]	1533
Advanced System Configurations	UEFI BIOS Boot Mode with GPT Partition	GSFTG4Y	[800-BBDM]	1534
Fans	6 Standard Fans	G6017EA	[750-AAYQ]	1531
Power Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	GDSCJW5	[450-ADWM]	1620
Power Cords	(2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	G749Q3L	[450-AALV]	1621
PCIe Riser	Riser Config 2, 2 x 16 FH + 2 x 16 LP PCIe slot	G7N1D6X	[330-BBNL]	1510
Motherboard	PowerEdge R7515 Motherboard, with 2 x 1Gb Onboard LOM (BCM5720) V2	GVJU04R	[384-BCNR]	1536
Embedded Systems Management	iDRAC9, Express X5	GXWHJR2	[385-BBOU]	1520
Ethernet Mezzanine Adapters	Broadcom 57416 Dual Port 10 GbE Base-T Network LOM Mezz Card	GO817K5	[540-BBYT]	1518
Additional Network Adapters	Broadcom 57416 Dual Port 10GbE Base-T Adapter, PCIe Full Height	G37CHRY	[540-BBUI]	1514
Bezel	PowerEdge 2U LCD Bezel	G0YWMRU	[350-BBXH]	1532
Quick Sync	No Quick Sync	GX5ALZJ	[350-BBKU]	1695
Password	iDRAC,Factory Generated Password	G2T768J	[379-BCSF]	1693
iDRAC Service Module	iDRAC Service Module Enabled	GWU52DR	[379-BDOG]	1691
Group Manager	iDRAC Group Manager, Disabled	GTVA94K	[379-BCQY]	1692
Operating System	Windows Server® 2019 Standard,16CORE,FI,No Med,No CAL, Multi Language	GPBZ5UI	[634-BSFE]	1650
OS Media Kits	Windows Server 2019 Standard,16CORE,Digitally Fulfilled Recovery Image, Multi Language	GJ7WFKY	[528-CFIB]	1652
Licenses	Windows Server® 2019 Standard Edition, Add License,16CORE,NO MEDIA/KEY	GHX2ZNO	[634-BSGE]	1651

Category	Description	Code	SKU	ID
Licenses	Windows Server® 2019 Standard Addit ional License Plus (1SKT) (No Media/K ey) (POS Only)	GT7RAYS	[528-CITQ] [634- BVOB]	1651
Internal SD Module	16GB microSDHC/SDXC Card	GMGCQ9L	[385-BBOK]	1640
IDSDM Card Reader	IDSDM Card Reader	GTS60I4	[385-BBPJ]	1542
Rack Rails	ReadyRails™ Sliding Rails With Cable M anagement Arm	G1PG8H6	[770-BBBR]	1610
Server Accessories	8X DVD-ROM, USB, External	GQ209CA	[429-ABJU]	1630
Server Accessories	Keyboard and Optical Mouse, USB, Bla ck, English	G85C0K6	[570-AAKV] [580- ADJC]	1630
Internal Optical Drive	No Internal Optical Drive for x10 or gre ater HDD Chassis	G5ZF7KU	[429-AAIQ]	1600
System Documentation	OpenManage DVD Kit, Poweredge R75 15	G2GMNOL	[631-ACGI]	1590
SHIPPING	PowerEdge R7515 Shipping	GFYW6E9	[340-CMZG]	1500
Shipping Material	PowerEdge R7515 Shipping Material	GUOV5IP	[340-CODN]	1690
Regulatory	PowerEdge R7515 CE and CCC Markin g	G0AVJB8	[343-BBNT]	1507
Shipping/Order information	US No Canada Ship Charge	USNONE	[332-1286]	111
Dell Services: Hardware Support	7 Years ProSupport Plus Next Business Day Onsite Service	GE0T1QN	[827-1315] [827- 1327] [827-1402] [951-2015]	29
Dell Services: On-site Diagnosis Service	Onsite Diagnosis: 7 Years Next Busines s Day Onsite Service	OD7YNB	[809-8551]	713
Deployment Services	ProDeploy Dell Server R Series 1U/2U	PRODEPL	[804-6748] [804- 6749]	714

Item total: \$20,797.04

Savings: \$19,108.26

Subtotal (1): \$20,797.04

Savings \$19,108.26

Subtotal (1) \$20,797.04

Estimated Shipping \$0.00

Total \$20,797.04

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

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time.

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Cookie Consent



SOW Agreement for Microsoft Exchange 2019 Installation and Configuration

Date

July 21, 2020

Services Performed By:

Narus Technology Group
11024 Manganite Court NW
Albuquerque, NM 87114

Services Performed For:

Cibola County
Mike Allen

This Statement of Work (hereinafter called the "SOW"), effective as of July 21, 2020, is entered into between Narus Technology Group and Client and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

This quote is valid for 30 days.

Project Summary

Install and configure Microsoft Exchange 2019.

Technical Team

Technical Lead: Paul Stagner

Scope of Work

Contractor shall provide the Services as follows:

Install Exchange 2019 on a single server and configure a single database. Install and configure SSL certificate and assist with firewall configuration. Update DNS internally and externally. Update MX records. Assist with networking changes to support email infrastructure.

Contractor Responsibilities

N/A

Client Responsibilities

- Provide administrative domain/root level access for Narus Technology Group engineers.
- Provide physical access to the server, storage, and network equipment.
- Provide any required network administrative access for Narus Technology Group engineers (firewall, VLAN, required routing etc.)
- Client management and agents will be made reasonably available when needed for interviews and to verify the gathered information.
- Client will provide remote access to the network prior to any work to be performed.
- During installation, Narus Technology Group will assume FULL administrative control of all project related equipment. FULL administrative control will be returned to client once this statement of work agreement is signed-off as completed by both Narus Technology Group and client.
- Customer assumes responsibility for internal application ownership and resources. Any identified staff based application and infrastructure administrators must be made available as needed to perform troubleshooting as a result of any conversions or cutovers. Critical staff must be present during any attempted migration, conversion, or cutover as identified through project scope and scheduling.
- Customer will not engage in any other form of infrastructure change, upgrade, or reconfiguration once this project has begun, and will make no further modifications or changes unless specifically instructed by an expert resource. Any required changes outside of scope will be accepted once confirmed, and change control request has been completed. No additional changes are to occur otherwise until project sign off

Pricing Structure/Fee Schedule

Role	Skill Set / High-level Services Performed	Rate Per	#	Labor Total
Narus Technology Group Professional Engineers	Level 3	\$175	60	\$10,500.00
NM GRT				\$826.88
Labor Total				\$11,326.88

Client will be invoiced upon completion for the consulting services and expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due upon receipt.

Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Contractor shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for authorized expenses, unless otherwise agreed to by the parties. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% penalty per calendar month.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled “Deliverable Materials,” and Client accepts such activities and materials without unreasonable objections. No response from Client within 2-business days of deliverables being delivered by Contractor is deemed acceptance.
- Contractor and/or Client have the right to cancel services or deliverables not yet provided with [20] business days advance written notice to the other party.

Assumptions

- Client has appropriate licensing and infrastructure to support project.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.

- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Cibola County

Narus Technology Group

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:



9h.

New Business

Resolution 20-48

Hazard Mitigation Plan Application



**BOARD OF COUNTY COMMISSIONERS
RESOLUTION 20-48**

**A RESOLUTION AUTHORIZING THE CIBOLA COUNTY HAZARD MITIGATION PLAN
APPLICATION**

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 August 27, 2020, 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, Cibola County is applying for a grant on behalf of itself as fiscal agent, the City of Grants, and the Village of Milan to fund hazard mitigation activities.

NOW, THEREFORE, BE IT RESOLVED that the grant application for the Hazard Mitigation Plan is authorized as described above; and, the County Manager is authorized and directed to effectuate the application and manage the award of the grant, including but not limited to, signature authority binding the County.

APPROVED, ADOPTED, AND PASSED on this 27th day of August 2020.

BOARD OF COUNTY COMMISSIONERS

DANIEL TORREZ, CHAIR

ROBERT WINDHORST, 1ST VICE-CHAIR

MARTHA GARCIA, 2ND VICE-CHAIR

RALPH LUCERO, MEMBER

CHRISTINE LOWERY, MEMBER

ATTEST:

Michelle Dominguez
County Clerk