

# 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 17<sup>th</sup>, 2020 at 3:30 pm in the Cibola County Commission Center

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

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

Michelle Dominguez, County Clerk Marisa Baca, Filing/Recording

#### 1. CALL TO ORDER

1<sup>st</sup> 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. <u>Pledge of Allegiance</u> Led by Commissioner Lucero Recited by all.
- **4.** <u>Prayer</u> 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
Affirmative 3 and 1-No.

(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

#### **PASSED, APPROVED,** and **ADOPTED** this 24<sup>th</sup> day of September 2020

BOARD OF COUNTY COMMISSIONERS	
Daniel Torrez, Chairman	<del></del>
Robert Windhorst, 1 <sup>st</sup> Vice Chairman	<u> </u>
Martha Garcia, 2 <sup>nd</sup> Vice Chairman	<del>_</del>
Ralph Lucero, Commissioner	
Christine Lowery, Commissioner	<del></del>
ATTEST:	
	Date:
Michelle E. Dominguez, Cibola County Clerk	

SEAL



# 7b. Minutes

08.27.2020

Regular Commission Meeting

#### Cibola County Commission Regular Commission Meeting Thursday August 27<sup>th</sup>, 2020

The Cibola County Commission held a Regular Meeting on Thursday August 27<sup>th</sup>, 2020 at 5:00 pm in the Cibola County Commission Center

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

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

Paul Ludi, Finance Director Kate Fletcher, County Manager 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, roll call 3 present 2- Absent Lowery calls in at 5:02pm Garcia calls in 5:03pm

- 3. <u>Pledge of Allegiance</u> 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 Lucero, second by Commissioner Windhorst 5-0 affirmative.

#### 6. Public Comment

None

#### 7. Minutes

- a. Minutes from July 17<sup>th</sup>, 2020 Special Budget Commission Meeting
- **b.** Minutes from July 23<sup>rd</sup>, 2020 Regular Commission Meeting
- c. Minutes from July30th, 2020 Special Commission Meeting

Motion to approve Minutes from July 23rd, 2020 Regular Commission Meeting, Minutes from July 30<sup>th</sup>, 2020 Special Commission Meeting and table Minutes from July 17<sup>th</sup>, 2020 Special Budget Commission Meeting until next months meeting for clarification. Motion by Commissioner Lucero, Second by Windhorst 4-0 affirmative. Commissioner Garcia call lost.

#### 8. Reports

- a. Budget and Finance Report Kate Fletcher-County Manager & Paul Ludi-Finance Director
- b. Treasurer Report -Explanation of House Bill 6 (2019)- Tax Changes-Kathy Gonzales

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

- **a.** Consideration of Economic Development Contact rewrite contract with eco development board review then bring back to commission in September 2020 meeting tabled for approval.
- b. Consideration of Cancelling ad/or Changing the Nov. and Dec. Regular Commission Meeting Motion by Commissioner Windhorst, Second by Lowery Change to the 2<sup>nd</sup> Tuesday of November & December. November 12<sup>th</sup>, 2020 & December 10<sup>th</sup>, 2020 4-0 affirmative.
- c. consideration of NMDOT LGRF CO-OP Agreements.
  - 1. Resolution 20-44 LGRF CO-OP Agreement-Control #L600179
  - 2. Resolution 20-45 LGRF CO-OP Agreement-Control #600176
  - 3. Resolution 20-44 LGRF CO-OP Agreement-Control # L600168

Motion by Commissioner Lucero, Second by Windhorst 4-0 affirmative.

**d.** Consideration of Resolution 20-74 Adopting an Infrastructure Capital Improvements plan (ICIP)

Motion by Commissioner Windhorst, Second by Torrez 4-0 affirmative.

- **e.** Consideration of Flood Plain Development Permit Application #2020-002 Motion by Commissioner Lucero, Second by Garcia 4-0 affirmative.
- **f.** Consideration of Replat and Vacation of Road Right of Way McNeil Addition-Bluewater Village

Motion by Commissioner Windhorst, Second by Lowery 4-0 affirmative.

- g. Consideration to Approve Requisitions over \$20,000
  - a.) Upgrade from the current POP Email System to Exchange Email System -I.T. Dept. Motion by Commissioner Lowery, Second by Lucero 4-0 affirmative.
- **h.** Consideration of Resolution 20-48 Authorization of the Cibola County Hazard Mitigation Plan Application

Motion by Commissioner Lucero, Second by Windhorst 4-0 affirmative.

#### 10. Announcements

The next Regular Commission Meeting will be September 24<sup>th</sup>, 2020 at 5:00 p.m. via FB Live. The Cibola County Offices will be closed Monday, September 7<sup>th</sup> in observation of Labor Day.

#### 8. Adjournment

7:10 pm

#### PASSED, APPROVED, and ADOPTED this 24th day of September 2020

BOARD OF COUNTY COMMISSIONERS		
Daniel Torrez, Chairman		
Debout Mindle and 1st Vine Chairman	. •	
Robert Windhorst, 1 <sup>st</sup> Vice Chairman		
Martha Garcia, 2 <sup>nd</sup> Vice Chairman		
Ralph Lucero, Commissioner		
Christine Lowery, Commissioner	-	
ATTEST:		
Michelle E. Dominguez, Cibola County Clerk	Date:	

SEAL



7c. Minutes

09.09.2020

Special Commission Meeting

### Cibola County Commission Special Commission Meeting Wednesday September 9<sup>th</sup>, 2020

The Cibola County Commission held a Regular Meeting on Wednesday September 9th, 2020 at 3:00 pm in the Cibola County Commission Center

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

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

Michelle Dominguez, County Clerk Marisa Baca, Filing/Recording

#### 1. CALL TO ORDER

Chairman Torrez, called the meeting to Order at 3:00 pm.

#### 2. ROLL CALL

Chairman Torrez, does roll call- 3 present 2-absent

- 3. Pledge of Allegiance Led by Commissioner Lucero Recited by all.
- **4. Prayer** Commissioner Lowery led us in prayer.

Commissioner Garcia enters at 3:02. Commissioner enters at 3:03

#### 5. Approval of Agenda

Motion to approve the agenda made by Commissioner Lucero, second by Commissioner Garcia 5-0 affirmative.

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

- a. Consideration of Setting Property Tax Rates for 2020 Property Tax Year Motion to approve made by Commissioner Windhorst, second by Commissioner Lucero 5-0 affirmative.
- b. Consideration of Resolution 20-49 Amending the 2019-58 Polling Place Resolution for the 2020 General Election.

Motion to approve made by Commissioner Windhorst, second by Commissioner Garcia 5-0 affirmative.

#### 7. Announcement

The next Regular Commission Meeting will be September 24th, 2020 at 5:00 p.m. via FB Live

#### 8. Adjournment

3:15pm

#### PASSED, APPROVED, and ADOPTED this 24th day of September 2020

BOARD OF COUNTY COMMISSIONERS		
Daniel Torrez, Chairman		
Robert Windhorst, 1 <sup>st</sup> Vice Chairman		
<b>Martha Garcia</b> , 2 <sup>nd</sup> Vice Chairman		
Ralph Lucero, Commissioner	•	
Christine Lowery, Commissioner		
ATTEST:		
Michelle E. Dominguez, Cibola County Clerk	Date:	

SEAL



# 8a. Reports

## **Budget and Finance**

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



#### Thursday September 3, 2020

To: Kate Fletcher - County Manager

Fr: Gary Porter - Public Works Director

Re: Monthly Report: 8/01/20 - 8/31/20 (August)

#### Regular Maintenance

#### Blade & Shape

<u>Road</u>	<u>Description</u>	<u>Miles</u>
C35	Fencelake Community Roads	5.064
C34	Pine Hill Road	5.744
C19B	La Mosca Tank Road	<i>5.163</i>
C32	Zuni Trail	<i>10.111</i>
C48A	Timberlake Road	4.000
<i>C1</i>	Marquez, Road	1.000
<i>C33</i>	Candy Kitchen Road	5.000
C49	Zuni Canyon Road	7.000
C63	Anaconda Road	3.000
C15	Rinconada Road	1.000
	Total Miles	47.082
	Constal Don't are	

#### **Special Projects**

C58	San Rafael - Trim trees, mowing.
C17	Mt. Taylor Addition - Trim trees.
C10	Nth Castillo Rd Clean culverts.
C10A	Seco Canyon - Clean culverts.
<b>C</b> 7	Cubero Loop-Village Rds Clean culverts.
C20	San Mateo - Mowing.
C24	Elkins Rd Mowing.

C29	Plano Colorado - Clean around barrier walls, culverts & cattle guards.
C29A	Old Bluewater Lake Rd Clean around barrier walls, culverts & cattle guards.
C25B	Roberts Rd Shoulder work, sweep.
C28A	Plano Colorado Frontage Rd Shoulder work, sweep.
C48A	Timberlake Rd Remove cattle guard.
<i>C1</i>	Marquez Rd Haul millings, water road.
C28C	Cemetary Rd Sweep.
C28	Bluewater Village - Sweep.
C52	El Gallo Rd Fix culvert.
C51A	Lawrence Rd Sweep.
C49A	Parsons Lane - Sweep.
	Work on County Complex.
	Pick up trash on C58 - San Rafael from Community Clean-up & take to
	the landfill.

#### 2019/2020 Co-op's

C28A	Plano Colorado Frontage Rd Control # L600158 - Stock pile base course.
C29	Plano Colorado - Control # L600149 - Haul & spread base course.
	Water raod.
C25B	Roberts Rd Control # L600158 - Sweep, Patching.

### Cibola County Road Dept.

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



#### **MAINTENANCE REPORT**

#### August 2020

		Total Parts &	<u>Hours</u>	<u>Mechanic</u>		<u>Total on Repair</u>	
<u>Department</u>	<u>Unit Number</u>	<u>Oil</u>	Oil Worked		<u>Rate</u>		<u>Order</u>
Road	138	\$ 0.69	0.5	\$	18.40	<i>\$</i>	9.89
Road	155	\$ 0.69	0.5	\$	18.40	\$	9.89
Road	157	\$ 144.39	0.5	\$	18.40	\$	153.59
				T	OTAL	\$	173.37
		Total Parts &	Hours	Ме	chanic	Tot	tal on Repair
<u>Department</u>	Unit Number	<u>Oil</u>	Worked		Rate		<u>Order</u>
			***************************************				
Sheriffs	05227-G	<i>\$35.84</i>	1	\$	18.40	\$	54.24
Sheriffs	07877-G	\$8.00	6	\$	18.40	\$	118.40
Sheriffs	07878-G	<i>\$25.29</i>	5	\$	18.40	\$	117.29
		41000					
Sheriffs	G-78717	\$37.75	6	\$	18.40	\$	148.15
					***************************************		
Sheriffs	G-90204	\$27.70	5	\$	18.40	\$	119.70
			·	<u> </u>			
Sheriffs	G-90204	\$8.00	4	\$	18.40	\$	81.60
				+-			
Sheriffs	G-90205	<i>\$24.49</i>	0.5	\$	18.40	\$	33.69
				+	10,10	-	
Sheriffs	G-92101	<i>\$35.84</i>	0.5	\$	18.40	<b> </b>	45.04
	J-32 101	7000		+	70,70	-	
Sheriffs	G-96111	<i>\$29.75</i>	1	\$	18.40	<b>\$</b>	48.15
	J-30111	1 7-3770		+ -	10.70	Ψ	40, 15
				7	OTAL	\$	766.26
				1 ~		7	

# Cibola County Road Dept. 515 W. High Street

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



### FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT August 2020

	UNLEADED						
UNIT #	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TO	TAL COST
127	G-18473	0.45	5.14	76	14.788	\$	34.00
128	G-18464	#VALUE!	#VALUE!	N/U	0.000	\$	-
130	G-15638	#VALUE!	#VALUE!	N/U	0.000	\$	-
131	G-29800	#VALUE!	#VALUE!	N/U	0.000	\$	-
133	G-23696	0.16	14.14	135	9.550	\$	21.00
138	G-95862	0.16	16.31	1,739	106.642	\$	285.65
139	G-57384	#VALUE!	#VALUE!	N/U	0.000	\$	-
140	G-57619	#VALUE!	#VALUE!	N/U	0.000	\$	=
141	G-57618	0.10	22.00	337	15.320	\$	34.00
146	146	#VALUE!	#VALUE!	N/U	0.000	\$	-
147	G-66164	#VALUE!	#VALUE!	N/U	0.000	\$	-
148	G-66165	0.00	#DIV/0!	270	0.000	\$	_
150	G-70482	0.11	19.50	1,080	55.396	\$	123.86
151	G-78718	0.16	13.60	805	59.206	\$	130.19
152	G-64239	#VALUE!	#VALUE!	N/U	0.000	\$	_
153	G-86952	0.08	26.94	1,295	48.073	\$	105.71
154	G-86953	0.10	22.04	470	21.323	\$	47.45
155	G-86954	0.09	23.85	1,496	62.729	\$	138.93
156	Diesel Air Copmpressor	#VALUE!	#VALUE!	N/U	0.000	\$	_
157	G-91750	0.13	17.38	1,402	80.683	\$	179.93
		7	TOTAL GAS	5	473.710	\$	1,100.72

DIESEL FUEL							
UNIT#	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	то	TAL COST
137	G-50237	0.00	#DIV/0!	355	0.000	\$	-
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	0.38	6.58	1,023	155.569	\$	388.76
215	G-67372	0.00	#DIV/0!	13	0.000	\$	
216	G-67371	#VALUE!	#VALUE!	N/U	0.000	\$	
217	G-70782	0.39	6.41	2,070	323.114	\$	807.47
218	Distributor	#VALUE!	#VALUE!	N/U	0.000	\$	-
219	Water Truck	0.45	5.50	826	150.067	\$	375.02
220	New Transport	0.57	4.40	1,192	270.962	\$	677.15
221	New Dump Truck	0.45	5.61	2,416	430.979	\$	1,077.01
305	305	#VALUE!	#VALUE!	N/U	0.000	\$	_
306	306	2.93	0.85	7	8.200	\$	20.49
307	307	8.61	0.29	10	34.464	\$	86.13
308	308	2.97	0.84	26	30.939	\$	77.32
309	309	#VALUE!	#VALUE!	N/U	0.000	\$	-
310	310	3.48	0.72	20	27.852	\$	69.60
311	311	2.98	0.84	8	9.542	\$	23.85
312	312	#VALUE!	#VALUE!	N/U	0.000	\$	
313	313	#VALUE!	#VALUE!	N/U	0.000	\$	-
314	314	5.90	0.42	72	170.035	\$	424.92
416	416	6.51	0.36	63	174.429	\$	410.41
417	417	6.37	0.39	97	247.202	\$	617.75
418	418	7.14	0.35	14	40.010	\$	99.98
419	419	8.93	0.28	14	50.008	\$	124.97
420	420	0.95	2.63	125	47.463	\$	118.61
501	501	#VALUE!	#VALUE!	N/U	0.000	\$	=
525	525	#VALUE!	#VALUE!	N/U	0.000	\$	=
		TO	TAL DIES	EL	2170.835	\$	5,399.44



# 9a. Presentation

## House Bill 8

Evan Williams-NWNMCOG

Director



# 10a. 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 <u>Attachment 1</u> and incorporated herein by reference.

#### 2. Compensation.

- A. The County shall pay to the Contractor in full payment for services satisfactorily performed Twenty Thousand Dollars and no cents (\$20,000.00) 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 shall be paid by the County. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$20,000.00. 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.

- 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. <u>Subcontracting.</u>

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.

N/A

#### 11. Product of Service -- Copyright.

N/A

#### 12. <u>Conflict of Interest; Governmental Conduct Act.</u>

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 or the family of 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 the family of 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. <u>Disclaimer and Hold Harmless.</u>

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. <u>Lobbying.</u>

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.

N/A

#### 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. <u>Incorporation and Order of Precedence.</u>

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

Grants, NM 87020

#### **BOARD OF COUNTY COMMISSIONERS**

APPROVED, ADOPTED AND PASSED	on this	day of	, 2020.
BOARD OF COUNTY	COMMI	SSIONERS	
Daniel Torrez, Chairman	Rober	t Windhorst, 1 <sup>st</sup> V	ice Chairman
Martha Garcia, 2nd Vice-Chairman	Ch	ristine Lowery, C	ommissioner
Ralph Lucero, C	Commissio	oner	

#### 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, tradeshows 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, tradeshows 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.



# 10b. New Business

Resolution 20-53 FY21

Budget Adjustment No. 1

#### **Cibola County**

#### 700 E. Roosevelt Ave., Suite 50

Grants, New Mexico 87020 Phone (505) 287-9431 – Fax (505) 285-5434



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

**Cibola County Commission** 

#### Resolution No. 20-53 - BAR # 1

#### Fiscal Year 2021

whereas, the Board of County Commissioners of the County of Cibola is the duly constituted governing body of the County and serves ex officio as the County Board of Finance with authority for establishing, monitoring, and adjusting the County's budget; and

**WHEREAS,** budget adjustments are required to establish correct beginning cash balances; allow for new transfers; to allow for budget increases and decreases to revenues and expenditures to offset any unanticipated revenues and/or expenditures; and to correct amounts when required; and

**WHEREAS,** the budget adjustments and the associated line items with amounts stated on the <u>attached</u>, *Schedule of Budget Adjustments 20-53A is* essential.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of the COUNTY OF CIBOLA, STATE OF NEW MEXICO, ex officio COUNTY BOARD OF FINANCE that the adjustments included in this document are deemed necessary to the operations of the County for the 2021 fiscal year ending June 30, 2021.

**PASSED, APPROVED and ADOPTED** by the governing body at a regular meeting on the 24th day of September 2020.

#### THE BOARD OF COUNTY COMMISSIONERS:

	Daniel Torrez, Chairman
	Robert Windhorst, 1st Vice-Chair
ATTEST:	Martha Garcia, 2 <sup>nd</sup> Vice-Chair
Michelle E Dominguez, County Clerk	Dr. Christina Lowery, Commissione
	Ralph Lucero, Commissioner

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

Page 1 of 1

ENTITY NAME:
FISCAL YEAR:
RESOLUTION #:
BAR SCHEDULE: TYPE OF BAR LOCAL (L) OR STATE (S) ATTEST: S IT / Data Processing Expenditure DEPARTMENT Cibola County FY 2020-21 20-53 20-53A REVENUE EXPENDITURE TRANSFER (TO or FROM) ACCOUNT# DFA 401-004-412-00012 CIBOLA COUNTY ACCOUNT# Equipment Maintenance & Repair DESCRIPTION OF ACCOUNT APPROVED \$109,450.00 ADJUSTMENT \$50,877.00 ADJUSTED \$160,327.00 Replace County Email System BUDGET Date

Date



# 10c. New Business

## **NM State Library**

**Funding Request** 



September 10, 2020

Paul Ludi Cibola County Finance Director 700 E. Roosevelt, Ste. 50 Grants, New Mexico 87020

Dear Mr. Ludi,

Thank you to the Cibola County Commission for allocating funds to the Rural Bookmobile West in the past. We are requesting an allocation of \$2,550.00 for the 2020/2021 fiscal year. The funds will be used to purchase library supplies and materials in various formats for the Rural Bookmobile West which serves the communities of Bluewater, Cubero, El Morro, Fence Lake, and Pine Hill in Cibola County.

Here's a snapshot of our bookmobile services by the numbers:

The Bookmobile provided services to 237 Cibola County patrons. We have checked out over 1005 books and other library materials. We have also fielded numerous reference questions. Our rural services are available to everyone. We provide library service at scheduled stops once a month. In addition, at least 12 households in Cibola County participate in our Books by Mail program.

Due to the restrictions with the COVID-19 pandemic, the rural bookmobiles have introduced additional services. E-Books have been added to our rural services. Books, movies, television shows, music, and comics can be downloaded via the Hoopla and Overdrive platforms with a bookmobile library card.

As a temporary alternative to the traditional bookmobile stops:

- Books-by-Mail services will be implemented by the rural bookmobile employees. Books ordered from our online catalogs will be sent in mail bags to patrons through the United States postal service with return mail postage paid.
- Curbside pick-up and drop off of books at bookmobile stops will be implemented in the next phase. Books will be pre-selected and packaged for delivery at bookmobile stops. Due to social distancing requirements, patrons will not be permitted on the bookmobile.

Once it is safe for our patrons and employees, the rural bookmobile program will resume its weekly travels and delivery of library materials to designated bookmobile stops.

The bookmobile program began in New Mexico in 1957. It is federally funded through the Library Service and Technology Act grant. These funds cover the operational costs. The State Library requests financial support for the purchase of library supplies and materials in all formats for your residents. A contract and invoice for the 2021 Fiscal Year will be forthcoming. Please submit your check for allocated amount approved by November 1, 2020. Thank you for your consideration of this request for funds.

Sincerely,

Liana Morales, Rural Bookmobile West Manager liana.morales@state.nm.us



### 10d. New Business

Core Civic Agreement 20-44



### 10e. New Business

### **NMDOT** Resolution

20-50, 20-51 and 20-52



Control of the second of the s

September 9, 2020

Mr. Larry Maynard District Six Engineer NMDOT P.O. Box 2159 Milan, NM 87021

Attn: Bill Santiago

Dear Bill,

Due to Covid-19, inclement weather and a shortage of man power we foresee the Cibola County Road Dept. unable to reach the co-op deadline. Expiration date of December 31, 2020. Cibola County Road Dept. is requesting a 12 month extension, from December 31, 2020 to December 31, 2021 on Contract # D18219 Control # L600155.

If you should have any questions, please contact me at (505) 285-2570.

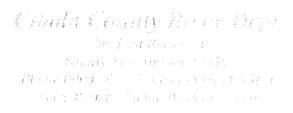
Sincerely,

Gary Porter

Public Works Director

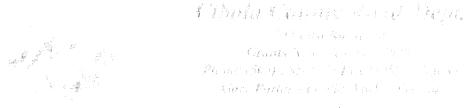
Duytout





### Cibola County Resolution # 20-50

Whereas,	the undersigned are the de County; and	uly elected and o	qualified members of	the governing body of Cibola
Whereas,	the maintenance of County	roadways is the r	esponsibility of the Bo	ard of the Commissioners; and
Whereas,	the health and safety of the	ir patrons is of the	highest priority; and	
Whereas,	the New Mexico Departme approved funds for Contrac			a County of the availability of
Whereas,	Covid 19, inclement weather a 12 (twelve) month extens			ola County behind schedule and 00155 is necessary;
application for a		Project No. Contr	act # D18219 Control	of Cibola County submits an I # L600155 through the New
PASSED, APPR	OVED AND ADOPTED T	HIS	DAY OF	, 2020.
THE CIBOLA C	COUNTY BOARD OF COM	IMISSIONERS		
Daniel Torrez, C	Chairman			
Robert Windhor	st, 1 <sup>st</sup> Vice Chair			
Martha Garcia, 2	2 <sup>nd</sup> Vice Chair	-		
Ralph Lucero, C	ommissioner	-	Attest:	
Christine Lower	y, Commissioner	-	Michelle E. Domingu	ez, Cibola County Clerk



September 9, 2020

Mr. Larry Maynard District Six Engineer NMDOT P.O. Box 2159 Milan, NM 87021

Attn: Bill Santiago

Dear Bill,

Due to Covid-19, inclement weather and a shortage of man power we foresee the Cibola County Road Dept. unable to reach the co-op deadline. Expiration date of December 31, 2020. Cibola County Road Dept. is requesting a 12 month extension, from December 31, 2020 to December 31, 2021 on Contract # D18220 Control # L600158.

If you should have any questions, please contact me at (505) 285-2570.

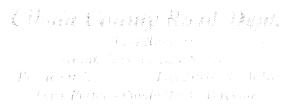
Sincerely,

Gary Porter

Public Works Director



Whereas,



### Cibola County Resolution # 20-51

Whereas,	the undersigned are the du County; and	uly elected and o	qualified members of the	governing body of Cibola			
Whereas,	the maintenance of County	roadways is the r	esponsibility of the Board	of the Commissioners; and			
Whereas,	the health and safety of the	ir patrons is of the	e highest priority; and				
Whereas,		the New Mexico Department of Transportation has notified Cibola County of the availability of approved funds for Contract # D18220 Control # L600158; and					
Whereas,	Covid 19, inclement weather and a shortage of man power has Cibola County behind schedule and a 12 (twelve) month extension on Contract # D18220 Control # L600158 is necessary;						
application for	FORE, BE IT RESOLVEI an extension in regard to P nent of Transportation 2019-2	roject No. Conti	act # D18220 Control #	Cibola County submits an L600158 through the New			
PASSED, APPR	ROVED AND ADOPTED T	HIS	DAY OF	, 2020.			
THE CIBOLA O	COUNTY BOARD OF COM	IMISSIONERS					
Daniel Torrez, C	Chairman						
Robert Windhor	rst, 1st Vice Chair	-					
Martha Garcia,	2 <sup>nd</sup> Vice Chair	-					
Ralph Lucero, C	Commissioner	-	Attest:				
Christine Lower	ry, Commissioner	-	Michelle E. Dominguez,	Cibola County Clerk			

### Cabrille Carrie Street Street

The First Managers of the American State of

September 9, 2020

Mr. Larry Maynard District Six Engineer NMDOT P.O. Box 2159 Milan, NM 87021

Attn: Bill Santiago

Dear Bill,

Due to Covid-19, inclement weather and a shortage of man power we foresee the Cibola County Road Dept. unable to reach the co-op deadline. Expiration date of December 31, 2020. Cibola County Road Dept. is requesting a 12 month extension, from December 31, 2020 to December 31, 2021 on Contract # D18218 Control # L600149.

If you should have any questions, please contact me at (505) 285-2570.

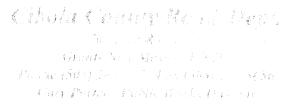
Sincerely,

Gary Porter

Public Works Director

Duffel





### Cibola County Resolution # 20-52

Whereas,	the undersigned are the de County; and	uly elected and o	qualified members of th	ne governing body of Cibola	
Whereas,	the maintenance of County roadways is the responsibility of the Board of the Commissioners; and				
Whereas,	the health and safety of the	ir 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 Contract # D18218 Control # L600149; and				
Whereas,	Covid 19, inclement weather and a shortage of man power has Cibola County behind schedule an a 12 (twelve) month extension on Contract # D18218 Control # L600149 is necessary;				
application for a		Project No. Contr	act # D18218 Control	f Cibola County submits an # L600149 through the New	
PASSED, APPR	OVED AND ADOPTED TH	HIS	DAY OF	, 2020.	
THE CIBOLA C	COUNTY BOARD OF COM	IMISSIONERS			
Daniel Torrez, C	hairman				
Robert Windhor	st, 1 <sup>st</sup> Vice Chair				
Martha Garcia, 2	2 <sup>nd</sup> Vice Chair	•			
Ralph Lucero, C	ommissioner		Attest:		
Christine Lower	y, Commissioner	-	Michelle E. Domingue:	z, Cibola County Clerk	



## 10f. New Business

### Appointment of Freeholders

For Vacation of Roads-C-23c & C-23f



Doing it Right, Right to the end.

September 14, 2020

Anna Larson Cibola County Planning & Floodplain Administration 700 Roosevelt Avenue, Suite 50 Grants, NM 87020

Dear Ms. Larson,

Homestake Mining Company owns the property west of Count Road 23F at property numbers R07084 and R05580 and as well as CR23C at R00416 and R09719 and is planning to fence our property which we have leased to a local rancher. We have also been experiencing illegal dumping, off road vehicles and target practicing on our property which is being accessed via the county roads mentioned.

Homestake would replat the current roads to include cul-de-sacs or turn arounds to ensure emergency vehicles and our neighbors are able to safely turn around.

I am requesting that Cibola County assign a review committee to consider abandoning maintenance on these roads.

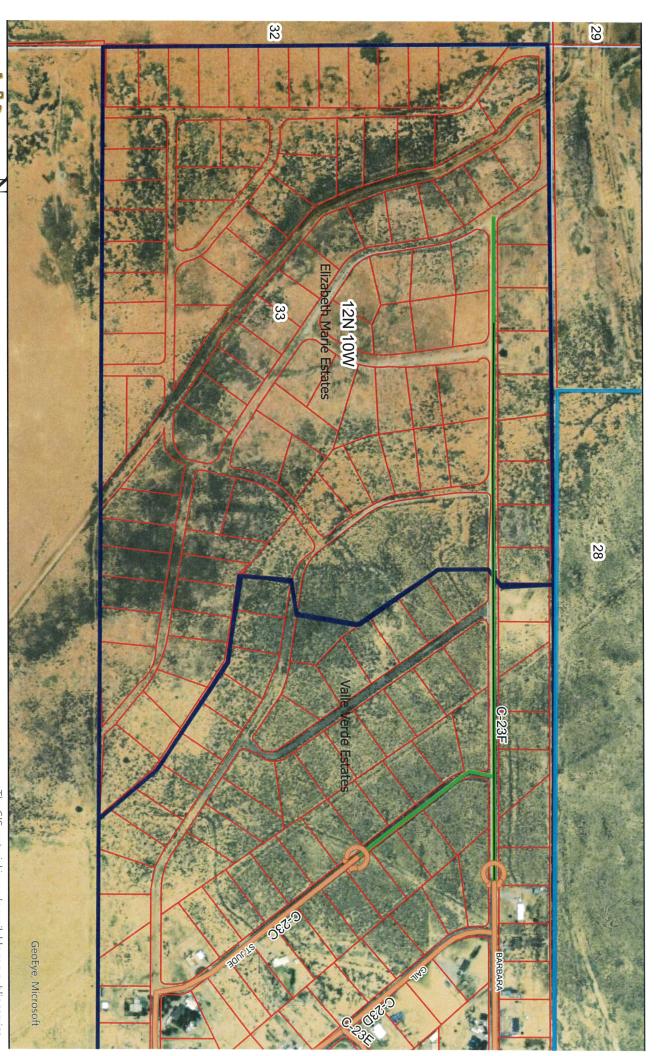
Thank you for your assistance.

Sincerely,

JoAnne Martinez

Sr. Community Relations Specialist

an Marting



# Homestake Petition to Vacate County Maintenance

460 •

920 Feet

The GIS material is made available as a public service. Maps and data are to be used for reference purposes only and Cibola County, New Mexico, is not responsible for any inaccuracies herein contained. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided. GIS information is in the public domain and may be copied without permission; citation of the source is appreciated.



### 10g. New Business

Veteran's Lease

### AMENDMENT #2 TO LEASE AGREEMENT



This document constitutes Amendment #2 to Lease Record Number 2014-0023, between Cibola County, LESSOR, and the New Mexico Department of Veteran Services, LESSEE, for premises located at 515 W. High Street, Grants, New Mexico.

Lessor and Lessee agree to amend the Lease as follows:

### Item 1: Option to Renew (Lease Paragraph 3)

Lessee hereby exercises the second of three options to renew the Lease. The renewal term shall be extended for three years, commencing on July 1, 2020 and terminating on June 30, 2023.

### Item 2: Rent (Lease Paragraph 5)

The rent schedule in Lease Paragraph 5 is hereby amended and it is agreed that rent shall be paid per the following schedule:

Option Years	Year	Term	Dates	LSF	Total Annual Rent	Monthly Rent	Annual Cost per LSF
**	7	7/1/2020	6/30/2021	724.00	2,172.00	\$181.00	\$3.00
**	8	7/1/2021	6/30/2022	724.00	2,172.00	\$181.00	\$3.00
**	9	7/1/2022	6/30/2023	724.00	2,172.00	\$181.00	\$3.00
***	10	7/1/2023	6/30/2024	724.00	2,172.00	\$181.00	\$3.00
***	11	7/1/2024	6/30/2025	724.00	2,172.00	\$181.00	\$3.00
***	12	7/1/2025	6/30/2026	724.00	2,172.00	\$181.00	\$3.00

### Item 3: Duty to Insure (Lease Paragraph 19)

Lease Paragraph 19 is hereby deleted in its entirety and replaced with the following:

### 19. Duty to Insure.

- a. During the term of this lease and any extension thereof, Lessee shall provide coverage for liability of Lessee and its "public employees," as defined in the Tort Claims Act, and for its personal property and tenant's improvements and betterments, as required by New Mexico law.
- b. At all times during the term of this lease and any extension thereof, Lessor shall maintain in force a policy or policies of insurance providing:
  - 1. comprehensive general liability coverage of not less than \$1,000,000 limit per occurrence, including coverage for property damage, bodily injury and wrongful death. Such insurance

- policy or policies shall name the "State of New Mexico, its branches, agencies, instrumentalities and public employees" as additional insured on the endorsements, and
- 2. an extended coverage endorsement or "All Risk" policy insuring for fire, lightning, vandalism, malicious mischief, loss of rents and other normal extended coverage for at least 80% of the replacement value of the premises,
- c. Lessor releases and discharges the Lessee and its "public employees" as defined in the Tort Claims Act from any and all claims, damages and causes of action arising out of any damage to or destruction of the leased premises where such damage or destruction was not caused by the willful act of Lessee or any of its "public employees."
- d. Lessor shall provide certificates of coverage or proof of self-insurance evidencing compliance with this section which shall be attached to this lease and all amendments at the time of execution. Lessor shall notify Lessee within ten days after cancellation or expiration of any required coverage.

### Item 4: Address for Notices, Payment of Rent, etc. (Lease Paragraph 24)

Lease Paragraph 24 is hereby amended to add the following:

c. GENERAL SERVICES DEPARTMENT, FACILITIES MANAGEMENT DIVISION (for notices only)

Facilities Management Division Attn: Asset Management Bureau, Leasing P.O. Box 6850 Santa Fe, NM 87502

Telephone number: 505-827-2141

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

/:	Date:
Daniel Torres, Chairman, Board of Co	ounty Commissioners
	on, or association, list all partners, officers and directors as may be ected in the space provided below (indicate if not applicable):
able. This information shall be refl	ected in the space provided below (indicate if not applicable):

\*\*THIS AREA INTENTIONALLY LEFT BLANK\*\*

This form as printed has been approved by the Office form must be reviewed separately.	of the Attorney General. Alterations and additions to this amendment
This amendment has been reviewed and approved as	to form by:
By:Gabrielle Sanchez-Sandoval, DVS Genera	Date:
Designee Printed Name and Title:	
LESSEE: NEW MEXICO DEPARTMENT OF VETERA	
By: Judy M. Griego, Cabinet Secretary	Date:
This amendment shall not be binding or effective un	til approved by the Facilities Management Division
GENERAL SERVICES DEPARTMENT, FACILITIES M	1ANAGEMENT DIVISION
D	Data
By:Anna Silva, Director or Designee	Date:
Designee Printed Name and Title:	



### 10h. New Business

Road to La Mosca

Feasibility Study



### 10i. New Business

### CTCL Grant for Clerks Office



### BOARD OF COUNTY COMMISSIONERS RESOLUTION 20- 55

### A RESOLUTION AUTHORIZING THE COUNTY CLERK TO APPLY FOR AND TO ACCEPT A GRANT FROM THE CENTER FOR TECH AND CIVIC LIFE

**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 September 24, 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, The Center for Tech and Civic Life, a nonpartisan organization that provides technical assistance to election administrators across the country, created a COVID-19 Response Grants Program to support governments with a demonstrated need in the administration of safe elections in the midst of the pandemic. Matching funds are not required and reporting is manageable.

**NOW, THEREFORE, BE IT RESOLVED** that application for and acceptance of the grant described above is authorized; and, the County Manager and her staff are authorized and directed to assist the Clerk in effectuating the application and managing the award, as well being delegated signature authority binding the County.

APPROVED, ADOPTED, AND PASSED on this 24th day of September, 2020.

### **BOARD OF COUNTY COMMISSIONERS**

DANIFI	TORREZ.	CHAIR	

ROBERT WINDHORST, 1ST VICE-CHAIR	
Martha Garcia, 2 <sup>ND</sup> VICE-CHAIR	_
DALBULLIOSDO MEMBER	
RALPH LUCERO, MEMBER	
CHRISTINE LOWERY, MEMBER	-
ATTEST:	
Michelle Dominguez County Clerk	



### 10j. New Business

### Requisitions over \$20,000

Fresenius Medical Care



### Confirmation of Receipt of Goods or Services

An invoic	e/Receipt was receiv	ed on :	9/9/2020	for(select one be	elow)
$\cap$	Purchase order number:				
( <del>•</del>	An invoice where no (please fill in fund nu			used	
	Vendor:	FRESE	NIUS MEDICAL CAR	E RIO RANCHO	
	Description	Fund	Dep. Line Item	Amount	
Indigent		406-055-4	20-00096	76	5,353.33
.3-4 €	Palysis treat	nont 11	n Rio Pancho.		
			Total:	L:	5,353.33
beer	confirm below by selent recieved and are in All Goods have been A partial shipment h	good cond p received a	ition so that we ma payment. and or services com	y process the invoic	
C	All items were received	ved but the	e following were da	maged and should r	ot be paid for: 
√	Verify all invoices ha	ave been at	ttached		
	Signature:				
Department: Cibola County Detention Center					
	Date:		9/9/2020		



# 10k. New Business

Letter Regarding

Death of Pvt Carlton

Chee

### **Cibola County**

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

Grants, New Mexico 87020

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



County Manager

09/24/2020

Daniel J. Torrez, Chairman

Robert Windhorst, 1st Vice-Chair

Martha Garcia, 2<sup>nd</sup> Vice-Chair Christine Lowery, Commissioner

Ralph Lucero, Commissioner

Governor Michelle Lujan Grisham 490 Old Santa Fe Trail Room 400 Santa Fe, NM 87051

Sen. Clemente Sanchez Sen. George Munoz

RE: The untimely death of Private Carlton L. Chee of Pinehill, Cibola County, NM

Dear Governor Lujan Grisham and New Mexico Representatives and Senators:

The Cibola County Board of Commissioners are extremely concerned regarding circumstances behind the death of Cibola County citizen Private Carlton L. Chee of Pinehill. The death of one of our own citizens while serving on active duty at a state-side assignment is particularly disturbing due to the nature of the incident.

The Cibola County Commission implores our state congress to ensure there is a thorough investigation regarding Pvt. Chee's death. We stand with the Navajo Nation in asking you to "pursue every available avenue to protect the lives of our" citizens and call for public accounting of the soldiers' deaths at Fort Hood.

The Board of County Commissioners requests our State Representatives and Senators join in a call for accountability and a swift resolution to the issue of numerous tragic deaths of our soldiers and citizens stationed at Ft. Hood.

Respectfully,	
Daniel J. Torrez, Chairman	Robert Windhorst, 1st Vice Chair
Martha Garcia, 2 <sup>nd</sup> Vice Chair	Christine Lowery, Commissioner
Ralph Lucero, Commissioner	
cc:// via Email	
Rep. Harry Garcia Rep. Eliseo Alcon	



# 10l. New Business

Resolution for NMFA Grant Application

### RESOLUTION NO. 20-54

### AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, Cibola County Board of County Commissioners, the "Governmental Unit", is a duly organized County government created and formed pursuant to Section 4-3a-1, NMSA 1978 and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"); and

WHEREAS, the New Mexico Finance Authority ("Finance Authority") is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the "Fund") to qualified entities to evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs or to develop water conservation plans, long-term master plans or economic development plans; and

WHEREAS, pursuant to the Act the Finance Authority has developed an application procedure whereby the Governing Body may submit an application ("Application") to the Finance Authority for planning grant financial assistance from the Fund; and

WHEREAS, the Board of County Commissioners of the Governmental Unit (the "Governing Body") desires to submit an Application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect and as specifically identified below, for the benefit of the Governmental Unit; and

WHEREAS, the Governing Body intends to submit the Planning Document to develop a Comprehensive Economic Development Plan ("Project") for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Finance Authority to finance the Planning Document [in whole/in part] with financial assistance from the Fund has been completed, submitted to, and reviewed by the Governing Body, and this Resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

### NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all lawful actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

Section 3. That the officers and employees of the Governmental Unit are hereby directed and requested to submit the completed Application to the Finance Authority, and are further authorized to take such other action as may be requested by the Finance Authority in connection with the Application and to proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.

Section 5. This Res	olution shall take effect immediately up	on its adoption.
PASSES APPROVED AND	ADOPTED thisday of	, 20_
	Cibola County	
	By:	
	Daniel Torrez—Cibola	County Chairman
(Seal)		
Scary		
ATTEST:		
Michelle Dominguez—Cibo	ola County Clerk	