



CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez
Chairman

Martha Garcia
1st Vice Chairman

Christine Lowery
2nd Vice Chairman

Ralph Lucero
Commissioner

Robert Windhorst
Commissioner

Regular Commission Meeting
Thursday, August 26th, 2021
5:00 p.m.

Cibola County Commission Chambers

PURSUANT TO THE PUBLIC HEALTH ORDER DATED AUGUST 17, 2021, ALL INDIVIDUALS ARE REQUIRED TO WEAR A MASK WHILE AT COUNTY FACILITIES

ALL OTHER PUBLIC HEALTH ORDER COVID-19 REQUIREMENTS AND FIRE MARSHAL CAPACITY LIMITS APPLY.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Prayer**
5. **Approval of Agenda**

6. **Public Comment**

The Public has the opportunity to provide comment on any subject during the public comment period. Speaker's comments will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit is given in an effort to allow public input but also to move the agenda forward in a prompt yet efficient manner.

7. **Workshop**

- a. Cannabis Ordinance

8. **Minutes**

- a. Minutes from July 22nd, 2021, Regular Commission Meeting

9. **Reports**

- a. Budget and Finance Report- Kate Fletcher-County Manager & Paul Ludi-Finance Director

10. **Presentation-Jeff Kiely**

- a. NW NM Council of Governments Regional Champions Award-Martha Garcia

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

- a. Consideration of MOU Between Office of Secretary of State and Cibola County for the Sole Purpose of Providing State Appropriated Funding to The Counties to Cover Costs of Conducting and Administering the 2021 Regular Local Election

- b. Consideration of Resolution 21-42 Authorizing the Auction of 29 County Vehicles
- c. Direction to Staff Regarding the Publication of the Title and General Subject Matter of the Cannabis Ordinance
- d. Consideration of Resolution 21- 43 Adopting an Infrastructure Capital Improvements Plan (ICIP)
- e. Consideration of Resolutions for LGRF CO-OP Agreement:
 - 1. Resolution 21- 44 LGRF CO-OP Agreement-Control# L600191
 - 2. Resolution 21-45 LGRF CO-OP Agreement-Control# L600198
 - 3. Resolution 21-46 LGRF CO-OP Agreement-Control# L600201
- f. Consideration of NW NM Council of Governments FY22 Contract and Updated 2-year Work Program
- g. Consideration to approve requisitions over \$20,000
 - a.) 2021 Dodge Durango GT-Melloy Dodge-Manager's Office-\$33,110
 - b.) 2021 Ram 1500 SSV-(2)- Melloy Dodge-Sheriff's Office-\$60,380
 - c.) 2021 F-150 Crew Cab 4x4-Power Ford-Manager's Office-\$40,753
 - d.) 2021 Chevrolet Tahoe SSV-Melloy Auto Group-Cubero Fire-\$38,942
 - e.) Safety Equipment-MES-Bluewater Village Fire Dist. 11-\$70,215.90
 - f.) Safety Equipment-Artesia Fire Equipment-Laguna Fire Protection-\$33,699.50

12. Executive Session-a.) Pending Litigation-2 items under Pending Litigation

Pursuant to Section 10-15-1 (H) the following matters may be discussed in closed session:

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

a. Pending or threatened litigation 10-15-1 (H) (7)

- 1. **BOCC v. Mallinckrodt**
- 2. **City of Albuquerque et al., v. TRD**

b. Real Property 10-15-1 (H) (8)

c. Personnel 10-15-1 (H) (2)

d. other specific limited topics that are allowed or authorized under the stated statute;

Motion and Roll Call Vote to Return to Regular Session

Motion and Roll Call Vote that Matters Discussed In Closed Session Were Limited To Those Specified In Motion For Closure, and That No Final Action Was Taken, As Per New Mexico Statutes Section §10-15-1.

13. New Business-Action May Be Taken

- a. Direction to Staff Regarding BOCC v. Mallinckrodt
- b. Direction to Staff Regarding City of Abq. et al., v. TRD

14. Announcements

The Next Regular Commission Meeting will be September 23rd, 2021, at 5:00p.m. The Cibola County Offices will be closed Monday, September 6th, 2021, in observation of the Labor Day Holiday.

15. Adjournment



7a.

Workshop

Cannabis Ordinance

CIBOLA COUNTY

CIBOLA COUNTY RECREATIONAL AND MEDICAL CANNABIS REGULATIONS

PASSED: _____, 2021

EFFECTIVE: _____, 2021

**CIBOLA COUNTY
ORDINANCE 21-_____**

AN ORDINANCE PROVIDING FOR REGULATION OF LOCATION AND CONSUMPTION OF RECREATIONAL AND MEDICAL CANNABIS; PROVIDING A PENALTY; ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE

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

WHEREAS, Section 4-37-1 *et seq.* NMSA 1978 provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

WHEREAS, NMSA 1978, Section 26-2C-12 (2021), and NMSA 1978, Sections 24-16-2 (1985) and – 20 (2007) vests the County with the authority to adopt time, place and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses; and,

WHEREAS, the Cannabis Regulation Act, NMSA 1978, Section 26-2C-1 *et seq.*, has authorized a variety of uses related to the legalization of commercial cannabis activities, which legalization has the potential to greatly expand the legal cannabis market; and,

WHEREAS, Cannabis cultivation, production, and manufacturing creates strong odors, can involve the use of significant amounts of energy and water, and requires security and other measures to reduce the risk of theft or other diversion to the illegal cannabis market, including possession and use by persons under the age of twenty-one; and,

WHEREAS, Cannabis is an intoxicating drug, making it appropriate to regulate the hours during which cannabis products may be sold and the areas in which cannabis products may be consumed; and,

WHEREAS, the smoking of cannabis products may create health risks due to exposure to secondhand smoke and vaporized cannabis concentrates; and,

WHEREAS, density limits are necessary to ensure that cannabis retailers and consumption areas are not unduly concentrated and do not crowd out other non-residential uses.

WHEREAS, the Cibola County Board of Commissioners finds it necessary to adopt this Ordinance to restrict the time, place, and manner of the sale and consumption of cannabis to protect residents from annoyance and injury resulting from such operations, and to prescribe penalties for violations of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Cibola County Board of Commissioners as follows:

SECTION I SHORT TITLE

1.1 This Ordinance shall be known as the “CIBOLA COUNTY RECREATIONAL AND MEDICAL CANNABIS REGULATIONS”, and shall be referred to herein as “this Ordinance”.

SECTION II AUTHORITY

2.1 This Ordinance is enacted pursuant to the authority granted to counties to provide for the safety and to preserve the health of the residents of the county as set forth in NMSA 1978 4-37-1 (1975); and pursuant NMSA 1978, Section 26-2C-12 (2021) and NMSA 1978, Sections 24-16-2 (1985) and 24-16-20 (2007).

SECTION III INTERPRETATION, CONFLICT AND WORD CONSTRUCTION

3.1 **INTERPRETATION & CONFLICT.** The regulations provided herein are held to include the minimum standards necessary to carry out the purposes of this Ordinance. This Ordinance is not intended to interfere with, abrogate or annul any other valid Ordinance. Where the provisions of this Ordinance conflict with other rules, regulations, agreements or other County Ordinances or resolutions, the provisions of this Ordinance shall be controlling. Where this Ordinance imposes greater restrictions than those imposed by other rules, regulations, agreements or other County ordinances or resolutions, the provisions of this Ordinance shall be controlling.

3.2 **WORD CONSTRUCTION.** The words used in the present tense include the future tense; words in the masculine include the feminine; and words in the singular include the plural.

SECTION IV DEFINITIONS

4.1 The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Cannabis: (1) all parts of the plant genus *Cannabis* containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include:

(a) the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or

(b) the weight of any other ingredient combined with cannabis products to prepare topical or oral administrations, food, drink or another product.

Cannabis Consumption Area: an area where cannabis products may be served and consumed.

Cannabis Courier: a person that transports cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers.

Cannabis Establishment: (1) a cannabis testing laboratory; (2) a cannabis manufacturer; (3) a cannabis producer; (4) a cannabis retailer; (5) a cannabis research laboratory; (6) a vertically integrated cannabis establishment; (7) a cannabis producer microbusiness; or (8) an integrated cannabis microbusiness.

Cannabis Extract: (1) means a product obtained by separating resins, tetrahydrocannabinols or other substances from cannabis by extraction methods approved by the division; and (2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product.

Cannabis Flowers: only the flowers of a cannabis plant.

Cannabis Manufacturer: a person that: (1) manufactures cannabis products; (2) packages cannabis products; (3) has cannabis products tested by a cannabis testing laboratory; or (4) purchases, acquires, sells or transports wholesale cannabis products to other cannabis establishments.

Cannabis Producer: a person that: (1) cultivates cannabis plants; (2) has unprocessed cannabis products tested by a cannabis testing laboratory; (3) transports unprocessed cannabis products only to other cannabis establishments; or (4) sells cannabis products wholesale.

Cannabis Producer Microbusiness: a cannabis producer at a single licensed premises that possesses no more than two hundred total mature cannabis plants at any one time.

Cannabis Product: a product that is or that contains cannabis or cannabis extract, including edible or topical products that may also contain other ingredients.

Cannabis Research Laboratory: a facility that produces or possesses cannabis products and all parts of the plant genus *Cannabis* for the purpose of studying cannabis cultivation, characteristics or uses.

Cannabis Retailer: a person that sells cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers.

Cannabis Testing Laboratory: a person that samples, collects and tests cannabis products and transports cannabis products for the purpose of testing.

Commercial Cannabis Activity: (1) the cultivation, production, possession, manufacture, storage, testing, researching, labeling, transportation, couriership, purchase for resale, sale or consignment of cannabis products; and (2) does not include activities related only to the medical cannabis program, to cannabis training and education programs or to the personal cultivation or use of cannabis.

Consumer: a person twenty-one years of age or older who purchases, acquires, owns, possesses or uses a cannabis product for a purpose other than resale.

Cultivation: any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis.

Dry Weight Basis: when used in the context of regulation of commercial cannabis activity, means a process by which delta-9-tetrahydrocannabinol concentration is measured relative to the aggregate weight of all parts of the plant genus *Cannabis*, whether growing or not, including the leaves of the plant, the flowers and buds of the plant, the seeds of the plant, the resin of the plant and the stalks of the plant at the point of harvest by a licensee and with no moisture added to the harvested plant.

E-cigarette: a product containing or delivering nicotine or another substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product, including a device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under another product name or descriptor.

Facility: a building, space or grounds licensed for the production, possession, testing, manufacturing or distribution of cannabis, cannabis extracts or cannabis products.

Integrated Cannabis Microbusiness: a person that is authorized to conduct one or more of the following: (1) production of cannabis at a single licensed premises; provided that the person shall not possess more than two hundred total mature cannabis plants at any one time; (2) manufacture of cannabis products at a single licensed premises; (3) sales and transportation of only cannabis products produced or manufactured by that person; (4) operation of only one retail establishment; and (5) couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers.

Licensed Premises: a location that includes: (1) all enclosed public and private areas at the location that are used in the business and includes offices, kitchens, restrooms and storerooms; (2) all areas outside of a building that are specifically included in the license for the production, manufacturing, wholesale sale or retail sale of cannabis products; and (3) with respect to a location that is specifically licensed for the production of cannabis outside of a building, the entire unit of land that is created by subsection or partition of land that the licensee owns, leases or has a right to occupy.

Manufacture: to compound, blend, extract, infuse, package or otherwise prepare a cannabis product. **Medical Cannabis:** cannabis products used by a qualified patient or reciprocal participant in accordance with the Lynn and Erin Compassionate Use Act, NMSA 1978, Chapter 26, Article 2B.

Medical Cannabis Program: the program created pursuant to the Lynn and Erin Compassionate Use Act, NMSA 1978, Chapter 26, Article 2B.

Public Place: a place to which the public has access and includes hallways, lobbies, and other parts of apartment houses and hotels that do not constitute rooms or apartments designed for actual residence; highways; streets; schools; places of amusement; parks; playgrounds; and places used in connection with public passenger transportation.

Public Property: any property owned or occupied by the County of Cibola.

Qualified Patient: a resident of New Mexico who holds a registry identification card pursuant to the Lynn and Erin Compassionate Use Act, NMSA 1978, Chapter 26, Article 2B.

Reciprocal Participant: a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a governmental regulatory authority of a New Mexico Indian nation, tribe or pueblo to participate in its medical cannabis program.

Retail Establishment: a location at which cannabis products are sold to qualified patients, primary caregivers and reciprocal participants and directly to consumers.

Smoking: (1) inhaling from, exhaling from, burning, carrying or holding: (a) a lighted or heated cigar, cigarette, hookah or pipe; or (b) any other lighted or heated tobacco or plant product intended for inhalation, including cannabis, whether natural or synthetic; or (2) any use of an e-cigarette that creates an aerosol or vapor.

Standalone Building: a building whose heating, air conditioning and ventilation system services only that building.

Unprocessed: unaltered from an original, raw or natural state.

Vertically Integrated Cannabis Establishment: a person that is authorized to act as any of the following: (1) a cannabis courier; (2) a cannabis manufacturer; (3) a cannabis producer; and (4) a cannabis retailer.

SECTION V LOCATION

5.1 No cannabis establishment, cannabis consumption area, or cannabis courier may be located within 300 feet of a school or daycare center, residence, church or religious assembly, library, rodeo or fairgrounds, cultural center, or other cannabis establishment, cannabis consumption area, or cannabis courier, in existence at the time a license was sought for the cannabis establishment, cannabis consumption area, or cannabis courier. For purpose of this section, all measurements for the purpose of determining the location of a cannabis establishment, cannabis consumption area, or cannabis courier in relation to such locations shall be the shortest direct line measurement between the actual limits of the real property of the school or daycare center and the actual limits of the real property of the proposed cannabis establishment, cannabis consumption area, or cannabis courier.

5.2 Cannabis retailers and cannabis consumption areas may only operate during the following hours: Cannabis products may only be served and consumed in cannabis consumption areas between the hours of 7:00 a.m. and 2:00 a.m. Monday through Saturday and noon to midnight on Sundays. Cannabis retailers may only sell cannabis products for off-site consumption between the hours of 7:00 a.m. and midnight Monday through Saturday and noon to midnight on Sundays.

5.3 Cannabis producers that cultivate cannabis plants indoors and cannabis manufacturers must use industry standard techniques to minimize odorous matter, toxic or noxious matter, such as activated carbon filtration and regular maintenance of HVAC systems.

SECTION VI CONSUMPTION

6.1 Cannabis consumption areas are subject to the following:

- a. A cannabis consumption area in which consumption is limited to consumption by qualified patients or reciprocal participants may be located inside any cannabis retailer; provided, however, that smoking of cannabis products in such consumption areas is only allowed if the cannabis consumption area occupies a standalone building from which smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited pursuant to the Dee Johnson Clean Indoor Air Act, NMSA 1978, Chapter 24, Article 16.
- b. Cannabis consumption areas that are open to consumers are also subject to the following:
 - i. the smoking of cannabis products is not allowed outdoors;
 - ii. the smoking of cannabis products is only allowed within a licensed cannabis consumption area that occupies a standalone building from which smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited pursuant to the Dee Johnson Clean Indoor Air Act, NMSA 1978, Chapter 24, Article 16; and
 - iii. access to cannabis consumption areas open to consumers is restricted to persons twenty-one years of age and older.
- c. No person shall consume cannabis in a public place or on public property, or consume cannabis products in any place where the smoke is detectable from a public place or from public property.

SECTION VII

APPLICABILITY OF OTHER LAWS

7.1 Any person engaged in commercial cannabis activities and activities under the medical cannabis program other than personal production and use must obtain a County business license, and comply with all applicable State and local laws.

SECTION VIII

ENFORCEMENT

8.1 The Cibola County Sheriff's Department is responsible for the enforcement of this chapter. All citations must be honored in a court of law subject to penalties as stated herein.

SECTION IX

PENALTIES

9.1 Any person who violates any of the provisions of the Recreational and Medical Cannabis Regulations shall be deemed guilty of a misdemeanor.

9.2 Each violation of this chapter shall be punishable by a fine of no more than \$300, and/or imprisonment for no more than 90 days, or both.

SECTION X SEVERABILITY

10.1 If any article, section, subsection, paragraph, sentence, clause, phrase, provision or portion of any article, section, subsection, paragraph, sentence, clause, phrase or provision in this Ordinance is, for any reason, held to be unconstitutional, invalid or void, the remaining portion shall not be affected since it is the express intention of the Cibola County Board of County Commissioners to pass such article, section, subsection, paragraph, sentence, clause, phrase or provision and every part thereof separately and independently from every other part.

SECTION XI EFFECTIVE DATE

11.1 This Ordinance shall be recorded and authenticated by the Cibola County Clerk following adoption by the Board of County commissioners. This Ordinance shall take effect thirty days after adoption by the Board.

APPROVED, ADOPTED, AND ORDAINED on this 21st day of September, 2021.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CIBOLA

Daniel Torrez, Chair

Martha Garcia, 1st Vice-Commissioner

Christine Lowery, 2nd Vice-Chair

Robert Windhorst, Commissioner

Ralph Lucero, Commissioner

ATTEST:

Michelle E. Dominguez
Cibola County Clerk



8a.

Minutes

07.22.2021

Regular Commission
Meeting Minutes

Regular Commission Meeting
Thursday, July 22nd, 2021 5:00p.m
Cibola County Commission Chambers

1. Call to Order

5:01

2. Roll Call

4 present 1 absent

3. Pledge of Allegiance

Commissioner Lucero

4. Prayer

Commissioner Windhorst

5. Approval of Agenda- Changes to made

6. Public Comment

The Public has the opportunity to provide comment on any subject during the public comment period. Speaker's comments will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit is given in an effort to allow public input but also to move the agenda forward in a prompt yet efficient manner.

7. Minutes

a. Minutes from June 24th, 2021, Regular Commission Meeting

b. Minutes from July 6th, 2021, Special Commission Meeting

Motion to approve made by Commissioner Windhorst

Seconded made by Commissioner Lowery

4 - affirmative

Commissioner Garcia enters changing roll call from 4 to 5

8. Emergency Item-New Business – Action May Be Taken

a. Consideration of Resolution 21-41 Proclaiming a Flooding Disaster in the Cubero Land Grant Portion of Cibola County

Motion to approve made by Commissioner Lowery

Seconded made by Commissioner Lucero

5 - affirmative

9. Presentation

a. FY20 Audit Release: Discussion of Findings by JAG Auditing Firm-Audrey Jaramillo

10. Reports

Budget and Finance Report- Kate Fletcher-County Manager & Paul Ludi-Finance Director

11. New Business – Action May Be Taken

a. Consideration of Resolution 21-36 FY21 Budget Adjustment No. 11

Motion to approve made by Commissioner Lowery

Seconded made by Commissioner Garcia

5 - affirmative

b. Consideration of Resolution 21-38 FY21 4th Quarter Report

Motion to approve made by Commissioner Lucero

Seconded made by Commissioner Lowery

5 – affirmative

- c. Consideration of Resolution 21-39 FY22 Final Budget
Motion to approve made by Commissioner Garcia
Seconded made by Commissioner Windhorst
5 - affirmative
- d. Consideration of Resolution 21-40 FY22 Acceptance of FY 2019-20 Audit Report
Motion to approve made by Commissioner Windhorst
Seconded made by Commissioner Lowery
5 - affirmative
- e. Consideration of Resolution 21-37 Designating Location of Election Day Polling Places for Statewide Election Conducted 2022/2023; County Canvassing Board Duties 2023; And Appointing the Board of County Commissioners as Canvass Board for the County
Motion to approve made by Commissioner Lowery
Seconded made by Commissioner Windhorst
5 - affirmative
- f. Consideration to Use ARP Funding to Purchase the Text My Gov. Program for Cibola County, City and Village-Yearly Cost Roughly \$7,000 for all 3 entities for 1 year.
Motion to approve made by Commissioner Lucero
Seconded made by Commissioner Lowery
5 - affirmative
- g. Consideration to Fill 1 Cibola General Hospital Board Member Position
Motion to approve made by Commissioner Windhorst
Seconded made by Commissioner Lucero
4 – affirmative 1 – no / Commissioner Lowery
- h. Consideration to approve requisitions over \$20,000
 - a.) 2020 Ford Explorer-Melloy Ford-\$36,266-Sheriff's Dept.-NM Price Agreement #80-000-17-00024
Motion to approve made by Commissioner Lucero
Seconded made by Commissioner Lowery
5 - affirmative

12. Executive Session- NO ITEMS CURRENTLY

Pursuant to Section 10-15-1 (H) the following matters may be discussed in closed session:

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

- a. Pending or threatened litigation 10-15-1 (H) (7)
- b. Real Property 10-15-1 (H) (8)
- c. Personnel 10-15-1 (H) (2)
- d. other specific limited topics that are allowed or authorized under the stated statute;

Motion and Roll Call Vote to Return to Regular Session

Motion and Roll Call Vote that Matters Discussed In Closed Session Were Limited To Those Specified In Motion For Closure, and That No Final Action Was Taken, As Per New Mexico Statutes Section §10-15-1.

13. Announcements

The Next Regular Commission Meeting will be August 26th, 2021, at 5:00p.m.

14. Adjournment – 6:47 p.m

PASSED, APPROVED, and ADOPTED this 26th of August, 2021

BOARD OF COUNTY COMMISSIONERS

Daniel Torrez, Chairman

Martha Garcia, 1st Vice Chairman

Christine Lowery, 2nd Vice Chairman

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

ATTEST:

Michelle E. Dominguez, Cibola County Clerk

Date: _____

SEAL



9a.

Budget and Finance Report

As of July 31st, 2021



Cibola County Commission Meeting August 26, 2021

Daniel Torrez, Chairman
Martha Garcia, 1st Vice-Chair
Christine Lowery, 2nd Vice Chair
Robert Windhorst, Commissioner
Ralph Lucero, Commissioner
Kate Fletcher, County Manager



Finance Report

As of July 31, 2021





Cibola County Updates



- Finance Reports & Budgets located on Finance Department webpage
- Wendy Self in the Manager's Office is reconciled to the bank through June 30 for Main Operating account and Christina Dominguez in the Treasurer's Office has the Tax operating account reconciled through July 31.
- DFA approved Final Budget, 4th Quarter Report, and our last FY21 Budget Adjustments. No questions or additional info was needed by DFA. It was a clean and approvable submission. Great job to our Commissioners, Manager and Department Heads for your thorough review and recommendations!

Director Chris Morrill – GFOA Executive Director



\$-

\$100,000

\$200,000

\$300,000

\$400,000

\$500,000

\$600,000

\$700,000

\$800,000

FY 18, 19, 20, 21 Actuals, FY 22 Projection, & FY22 Actuals

GRT Distributions with Contracts

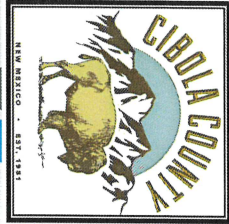
We budgeted \$4,727,319 in GRT for fiscal year 2021-2022. Monthly distributions are averaged to be \$393,943 per month.

	July	August	September	October	November	December	January	February	March	April	May	June
2022 YTD Actuals	\$375,851	\$531,510										
2022 Projected GRT	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943
2021 YTD Actuals	\$346,410	\$449,178	\$422,858	\$406,515	\$386,253	\$483,975	\$441,061	\$483,245	\$395,402	\$391,479	\$480,014	\$488,025
2020 YTD Actuals	\$409,931	\$409,719	\$361,865	\$522,200	\$452,945	\$417,303	\$467,905	\$467,467	\$404,966	\$390,390	\$279,165	\$387,558
2019 YTD Actuals	\$388,766	\$370,384	\$377,648	\$395,792	\$366,307	\$344,509	\$341,921	\$436,280	\$353,013	\$314,669	\$378,007	\$334,204
2018 YTD Actuals	\$351,471	\$59,592	\$473,499	\$322,958	\$368,668	\$395,464	\$259,314	\$408,493	\$302,317	\$354,221	\$713,772	\$366,412



Cibola County Monthly Report - As of July 31, 2021

	Active Funds	Beginning Cash Balance as of 7/1/2021	Beginning Investments as of 7/1/2021	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investment Balances	Bond A, Bond B, General Fund & Road Reserves	Available Cash & Investment Balances
101 - INVESTMENT FUND		\$5,019,769.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,847,753.30	\$0.00	\$5,847,753.30
401 - GENERAL FUND		\$0.00	\$6,095,825.92	\$8,700.44	\$0.00	(\$171,959.58)	(\$78,813.48)	\$49,852.98	\$0.00	\$49,852.98
402 - ROAD		\$0.00	\$120,326.84	\$1,575.00	\$0.00	(\$7,104.12)	\$0.00	\$128,091.34	\$0.00	\$128,091.34
403 - FARM & RANGE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$97,455.34	\$0.00	\$97,455.34
406 - INDIGENT		\$0.00	\$97,455.34	\$0.00	\$0.00	(\$59,158.87)	\$0.00	\$250,215.86	\$0.00	\$250,215.86
407 - SAN RAFAEL VFD		\$0.00	\$167,250.21	\$0.00	\$0.00	(\$649.66)	\$0.00	\$171,259.73	\$0.00	\$171,259.73
408 - BLUEWATER VFD		\$0.00	\$250,707.52	\$0.00	\$0.00	(\$329.94)	\$0.00	\$0.00	\$0.00	\$0.00
409 - LOBO CANYON VFD		\$0.00	\$171,589.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
413 - LAGUNA EMS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
415 - PINEMILL EMS		\$0.00	\$8,778.78	\$0.00	\$0.00	\$0.00	\$0.00	\$8,778.78	\$0.00	\$8,778.78
416 - FENCE LAKE VFD		\$0.00	\$314,550.59	\$0.00	\$0.00	(\$523.78)	\$0.00	\$314,296.81	\$0.00	\$314,296.81
418 - CANDY KITCHEN VFD		\$0.00	\$48,986.33	\$0.00	\$0.00	(\$224.16)	\$0.00	\$48,762.17	\$0.00	\$48,762.17
419 - LAGUNA VFD		\$0.00	\$418,242.30	\$0.00	\$0.00	(\$52,286.78)	(\$52,000.00)	\$363,955.52	\$0.00	\$363,955.52
424 - CUBERO VFD		\$0.00	\$138,644.12	\$0.00	\$0.00	(\$224.80)	\$0.00	\$138,419.32	\$0.00	\$138,419.32
425 - CUBERO EMS		\$0.00	\$2,919.51	\$0.00	\$0.00	\$0.00	\$0.00	\$2,919.51	\$0.00	\$2,919.51
427 - EL MORRO VFD		\$0.00	\$226,848.60	\$0.00	\$0.00	(\$280.00)	\$0.00	\$226,568.60	\$0.00	\$226,568.60
428 - SUPERIOR AMBULANCE		\$0.00	\$176.53	\$0.00	\$0.00	\$0.00	\$0.00	\$176.53	\$0.00	\$176.53
435 - CONSOLIDATED DISPATCH		\$0.00	\$165,152.67	\$2,561.57	\$0.00	(\$4,757.43)	\$0.00	\$162,956.81	\$0.00	\$162,956.81
438 - DWI GRANT		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
439 - DWI DISTRIBUTION		\$0.00	\$195,169.27	\$3,553.48	\$0.00	(\$2,097.90)	\$0.00	\$196,624.85	\$0.00	\$196,624.85
475 - COUNTY FIRE PROTECTION		\$0.00	\$793,808.26	\$0.00	\$0.00	\$0.00	\$0.00	\$793,808.26	\$0.00	\$793,808.26
500 - CLERK RECORDING/FILING		\$0.00	\$66,393.78	\$3,402.00	\$0.00	(\$620.78)	\$0.00	\$69,175.00	\$0.00	\$69,175.00
504 - IGAS-PASS THRU		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
569 - 2014A BOND INCOME FUND		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
570 - 2014B BOND INCOME FUND		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
575 - NMFA LOANS		\$66,602.04	\$0.00	\$42.40	\$0.00	\$0.00	(\$56,644.44)	\$0.00	\$0.00	\$0.00
603 - EMERGENCY MANAGEMENT		\$0.00	\$785.00	\$0.00	\$0.00	\$0.00	(\$785.00)	\$0.00	\$0.00	\$0.00
604 - FIRE MARSHAL		\$0.00	\$42,808.95	\$0.00	\$0.00	(\$10,382.55)	\$0.00	\$32,426.40	\$0.00	\$32,426.40
605 - LAW ENFORCEMENT PROTECTION		\$0.00	\$164.98	\$0.00	\$0.00	\$0.00	\$0.00	\$164.98	\$0.00	\$164.98
606 - NMDOT LOCAL GOV. TRANS. GRANT		\$0.00	\$902,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$902,500.00	\$0.00	\$902,500.00
607 - QUARTZ HILL PROJECT		\$0.00	\$0.00	\$0.00	\$0.00	(\$146,889.72)	\$0.00	(\$146,889.72)	\$0.00	(\$146,889.72)
608 - CARES ACT PROGRAM		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
609 - CARES ACT ELECTIONS GRANT		\$0.00	\$25,770.28	\$0.00	\$0.00	(\$20,140.12)	\$0.00	\$5,630.16	\$0.00	\$5,630.16
610 - CENSUS BUREAU		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
612 - NEW MEXICO CLEAN & BEAUTIFUL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
614 - DETENTION CENTER		\$0.00	\$116,577.75	\$127.41	\$0.00	(\$14,674.66)	\$0.00	\$102,031.10	\$0.00	\$102,031.10
615 - COMPLIANCE PROGRAM		\$0.00	\$0.00	\$330.00	\$0.00	(\$56.75)	\$0.00	\$273.25	\$0.00	\$273.25
620 - 1% REAPPRAISAL FUND		\$0.00	\$255,988.03	\$0.00	\$0.00	(\$4,500.00)	\$0.00	\$251,488.03	\$0.00	\$251,488.03
649 - AMERICAN RESCUE PLAN ACT		\$0.00	\$2,590,653.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,590,653.00	\$0.00	\$2,590,653.00
650 - NMFA COMP. & LEDA GRANT		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
651 - CAPITAL OUTLAY PROJECTS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,787.65	\$32,787.65	\$0.00	\$32,787.65
TOTALS=		\$5,086,371.18	\$32,787.65	\$20,292.30	\$0.00	(\$554,481.86)	(\$5,135,224.41)	\$12,635,031.44	(\$3,707,570.18)	\$13,947,250.40



State of New Mexico
Local Government Budget Management System (LGBMS)

Budget Recap - Fiscal Year 2021-2022
Cibola County - Final - Approved

Printed from LGBMS on 2021-08-24 12:00:34

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	8,920,379.00	5,019,770.00	8,298,584.00	-1,005,960.00	9,171,616.00	12,061,157.00	2,292,904.00	9,768,253.00
20300 County Property Valuation	255,989.00	0.00	85,000.00	0.00	255,954.00	85,035.00	0.00	85,035.00
20400 County Road	120,327.00	250,000.00	1,392,095.00	393,526.00	1,905,947.00	250,001.00	158,828.92	91,172.08
20600 Emergency Medical Services	12,680.00	0.00	41,300.00	10,000.00	63,175.00	785.00	0.00	785.00
20700 E-911 Fund	165,153.00	0.00	1,079,158.00	-4,000.00	1,085,421.00	154,890.00	0.00	154,890.00
20800 Farm & Range	0.00	0.00	7,800.00	13,700.00	21,500.00	0.00	0.00	0.00
20900 Fire Protection	1,779,629.00	0.00	1,729,072.00	-34,550.00	2,176,307.00	1,297,844.00	0.00	1,297,844.00
21100 Law Enforcement Protection	165.00	0.00	29,000.00	-20,000.00	9,000.00	165.00	0.00	165.00
21800 Intergovernmental Grants	3,518,924.00	0.00	863,500.00	50,000.00	4,432,424.00	0.00	0.00	0.00
22000 Indigent Fund	97,456.00	0.00	467,501.00	0.00	279,569.00	265,388.00	0.00	265,388.00
22200 County Fire Gross Receipts Tax	793,809.00	0.00	175,043.00	-42,000.00	265,546.00	641,306.00	0.00	641,306.00
22300 DWI Fund	195,170.00	0.00	392,839.00	0.00	403,849.00	184,160.00	0.00	184,160.00
22500 Clerks Recording & Filing Fund	66,394.00	0.00	37,000.00	0.00	45,200.00	58,194.00	0.00	58,194.00
22600 Jail - Detention	116,576.00	0.00	2,722,899.00	1,521,386.00	4,360,873.00	0.00	0.00	0.00
30300 State Legislative Appropriation Project	0.00	0.00	1,825,000.00	25,000.00	1,200,000.00	650,000.00	0.00	650,000.00
40200 GRT Revenue Bond Debt Service	0.00	0.00	2,334,561.00	-1,007,662.00	1,326,919.00	0.00	0.00	0.00
40400 NMFA Loan Debt Service	0.00	66,603.00	2,000.00	100,550.00	101,750.00	67,403.00	0.00	67,403.00
Totals	16,042,633.00	5,336,373.00	21,482,372.00	0.00	27,125,050.00	15,736,328.00	2,451,732.92	13,284,595.08



Cibola County - FY22 Final Budget - Attachment 21-39A



Active Funds	Investments	Beginning Cash as of		Revenues	Transfers	Expenditures	Ending Cash Balance
		July 1, 2020					
101 - INVESTMENT FUND	\$5,019,769.14	\$0.00		\$10,000.00	\$0.00	\$0.00	\$5,029,769.14
401 - GENERAL FUND	\$0.00	\$8,920,378.57		\$8,288,584.00	(\$1,005,959.41)	(\$9,171,616.00)	\$7,031,387.16
402 - ROAD	\$250,000.00	\$120,326.84		\$1,392,095.00	\$393,525.16	(\$1,905,947.00)	\$750,000.00
403 - FARM & RANGE	\$0.00	\$0.00		\$7,800.00	\$13,700.00	(\$21,500.00)	\$0.00
406 - INDIGENT	\$0.00	\$97,455.34		\$467,501.00	\$0.00	(\$279,569.00)	\$285,387.34
407 - SAN RAFAEL VFD	\$0.00	\$167,250.21		\$188,830.00	(\$67,415.00)	(\$97,200.00)	\$171,465.21
408 - BLUEWATER VFD	\$0.00	\$250,707.52		\$94,415.00	(\$18,800.00)	(\$307,500.00)	\$18,822.52
409 - LOBO CANYON VFD	\$0.00	\$171,589.67		\$0.00	\$91,415.00	(\$90,592.00)	\$172,412.67
413 - LAGUNA EMS	\$0.00	\$0.00		\$14,000.00	\$0.00	(\$14,000.00)	\$0.00
415 - PINEHILL EMS	\$0.00	\$8,778.78		\$11,400.00	\$0.00	(\$20,178.78)	\$0.00
416 - FENCE LAKE VFD	\$0.00	\$314,550.59		\$206,951.00	\$7,000.00	(\$240,650.00)	\$287,851.59
418 - CANDY KITCHEN VFD	\$0.00	\$48,986.33		\$315,393.00	(\$31,000.00)	(\$303,220.00)	\$30,159.33
419 - LAGUNA VFD	\$0.00	\$418,242.30		\$341,688.00	\$0.00	(\$420,914.19)	\$339,016.11
424 - CUBERO VFD	\$0.00	\$138,644.12		\$285,422.00	(\$6,750.00)	(\$174,600.00)	\$242,716.12
425 - CUBERO EMS	\$0.00	\$2,919.51		\$5,200.00	\$0.00	(\$8,119.51)	\$0.00
427 - EL MORRO VFD	\$0.00	\$226,848.60		\$56,951.00	\$7,000.00	(\$259,400.00)	\$31,399.60
428 - SUPERIOR AMBULANCE	\$0.00	\$176.53		\$10,700.00	\$0.00	(\$10,876.53)	\$0.00
435 - CONSOLIDATED DISPATCH	\$0.00	\$165,152.67		\$1,079,158.00	(\$4,000.00)	(\$1,085,421.00)	\$154,889.67
438 - DWI GRANT	\$0.00	\$0.00		\$89,000.00	\$0.00	(\$89,000.00)	\$0.00
439 - DWI DISTRIBUTION	\$0.00	\$195,169.27		\$303,839.00	\$0.00	(\$314,849.00)	\$184,159.27
475 - COUNTY FIRE PROTECTION	\$0.00	\$793,808.26		\$175,043.00	(\$42,000.00)	(\$285,546.00)	\$641,305.26
500 - CLERK RECORDING/FILING	\$0.00	\$66,393.78		\$37,000.00	\$0.00	(\$45,200.00)	\$58,193.78
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00		\$863,330.00	(\$300,264.00)	(\$563,066.00)	\$0.00
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00		\$1,471,251.00	(\$707,398.00)	(\$763,853.00)	\$0.00
575 - NMFA LOANS	\$66,602.04	\$0.00		\$2,000.00	\$100,550.00	(\$101,750.00)	\$67,402.04
603 - EMERGENCY MANAGEMENT	\$0.00	\$785.00		\$0.00	\$10,000.00	(\$10,000.00)	\$785.00
604 - FIRE MARSHAL	\$0.00	\$42,808.95		\$239,422.00	\$4,000.00	(\$282,230.00)	\$4,000.95
605 - LAW ENFORCEMENT PROTECTION	\$0.00	\$164.98		\$29,000.00	(\$20,000.00)	(\$99,000.00)	\$164.98
606 - NIMDOT LOCAL GOV. TRANS. FUND	\$0.00	\$902,500.00		\$0.00	\$50,000.00	(\$952,500.00)	\$0.00
607 - QUARTZ HILL PROJECT	\$0.00	\$0.00		\$813,500.00	\$0.00	(\$813,500.00)	\$0.00
609 - CARE'S ACT ELECTION'S GRANT	\$0.00	\$25,770.28		\$0.00	\$0.00	(\$25,770.28)	\$0.00
614 - DETENTION CENTER	\$0.00	\$116,577.75		\$2,772,899.00	\$1,521,396.25	(\$4,360,873.00)	\$0.00
620 - 1% REAPPRAISAL FUND	\$0.00	\$255,988.03		\$85,000.00	\$0.00	(\$255,984.00)	\$85,004.03
649 - AMERICAN RESCUE PLAN ACT	\$0.00	\$2,590,653.00		\$0.00	\$0.00	(\$2,590,653.00)	\$0.00
650 - NMFA COMP. & LEDA GRANT	\$0.00	\$0.00		\$50,000.00	\$0.00	(\$50,000.00)	\$0.00
651 - CAPITAL OUTLAY PROJECTS	\$0.00	\$0.00		\$1,825,000.00	\$25,000.00	(\$1,200,000.00)	\$650,000.00
TOTALS=	\$5,336,371.18	\$16,042,626.88		\$21,482,372.00	\$0.00	(\$27,125,048.29)	\$15,736,321.77
Investments Plus Cash=		\$21,378,998.06					



Monthly Multiple Choice

What are the differences from the DFA approved budget and the Commission approved budget?

- A – The Commission approved budget has more funds than the DFA approved budget.
- B – The Law Enforcement Protection Fund ending balance was forced by DFA to be fully expended
- C – The ending balances are off by a few dollars
- D - All of the above

Answer: D All of the Above!!!!

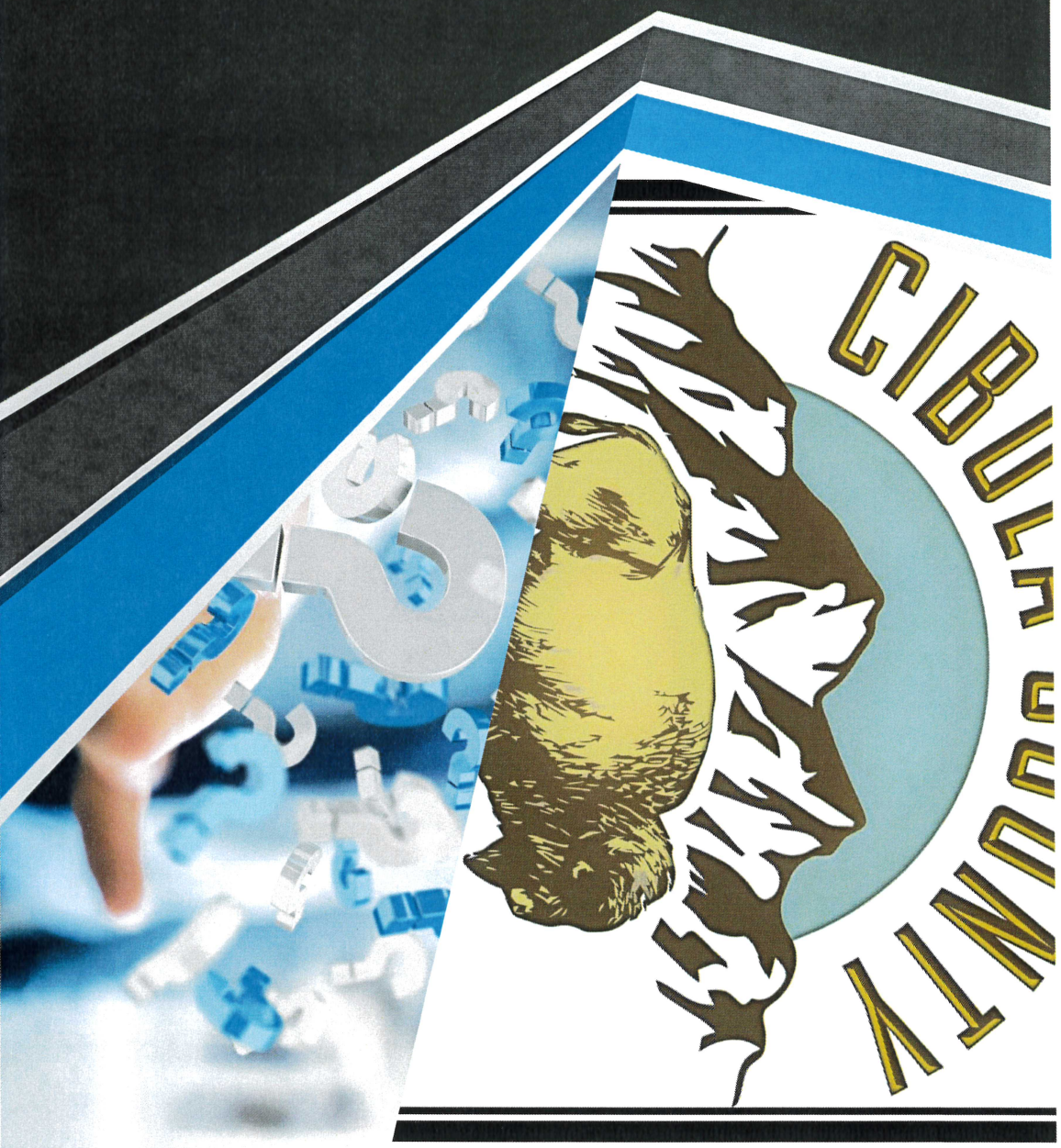
A - The DFA budget form requires the county to combine their Fire, EMS, Bond, DWI, and Intergovernmental Grant Funds to be consolidated into one fund. For all fire departments combine into one fire fund on the DFA form.

B – I forgot to budget to expend the carryover balance along with the new revenues that were projected.

C – This occurs because the DFA database forces rounding up.

Questions?

The End



GSLI Reporting as of 8/26/2021

- Marketing Campaign
 - Introduction Email went out this week to 25,000 contacts.
 - So far GSLI reports a 21% open rate in the first two days.
 - 14 visits to the County website in the first two days.
 - Next Email will go out on the 31st.
- Leads generation:
 - Submitted response on 4 leads provided by GSLI
 - Industries: 1 Distribution, 3 manufacturing
 - Preparing response on 4 additional leads provided by GSLI
 - Industries: 1 solar power, 1 agricultural, 2 manufacturing
 - Additional leads available, but there aren't buildings in the County big enough for the lead requirements.

Other Development Activities

- Zoning Calls:
 - Commercial outdoor recreation business contacted office for Zoning information.
 - Cannabis Grow Zoning calls for various locations.
- Eileen's Leads and project assistance
 - Assisted with completion of two prospect responses in July.
 - Assisted with one project response from State EDD.
 - Provided additional site locations for site research visits.
 - Meeting with Eileen, State EDD and Industry for updates and progress reporting.

As of July 31, 2021 Finance Report

Slide Outline and Notes of Cibola County Finance Report

Commission Meeting August 26, 2021

Finance Report Cover Page

Cibola County Updates

Finance Reports & Budgets located on Finance Department webpage

Wendy Self in the Manager's Office is reconciled to the bank through June 30 for Main Operating account and Christina Dominguez in the Treasurer's Office has the Tax operating account reconciled through July 31.

DFA approved Final Budget, 4th Quarter Report, and our last FY21 Budget Adjustments. No questions or additional info was needed by DFA. It was a clean and approvable submission. Only one change occurred and that was an increase to our LEPP expenditures by \$164.96. It is required by DFA to budget all revenues and carryover balances. I forgot to do this so DFA forced it. We will do a budget adjustment later on so the governing body can approve it. Great job to our Commissioners, Manager and Department Heads for your thorough review and recommendations!

GFOA Video Presentation by Director Chris Morrill, GFOA Executive Director

GFOA promised to send a video to the County from the GFOA Executive Director. Well it finally came in and I would like to share it with you. We are still waiting on our plaque. We will continue to strive to achieve this award going forward. There is new criteria this year so their will be even stricter criteria but I believe we can achieve this goal for our FY22 budget as well. Our award winning budget is located in the Finance Director's webpage if you would like to review it.

GRT Tracker

Here is our Gross Receipts history and the red line designates this fiscal year's GRT.

Our budgeted projection is that bold straight Yellow line.

The bold Red line tracks our GRT for FY 22 as we go.

The other lines represent the last 4 years as you can see in the legend.

Contracts for solid waste are added back in these numbers because they never hit our coffers as they are taken straight off the top from the state and go to pay for our solid waste. The contracts are our Environmental GRT and I wanted them to be represented.

COVID-19 has not impacted GRT but we will still closely monitor it.

Our GRT is Broken Down by Increments:

The Correctional GRT is dedicated to our inmate costs in the Detention Fund

The Environmental GRT pays the Northern New Mexico solid waste authority

The Hold Harmless is dedicated to paying our Series 2014A Bonds which built the detention center

The County Infrastructure is dedicated for general purposes in the general fund

The Fire Protection GRT is dedicated in our County Fire Protection Fund

Our County Share GRT is split to 3 funds. Our Indigent Fund, 2014 B Bond Fund, and general fund

The Special County Hospital GRT is a residual type of GRT from when hospital tax was enacted made up of the medical and food hold harmless tax distribution. When the tax increment deactivated the hold harmless portion stayed. It is used in our general fund

The County Emergency and Medical Services GRT is dedicated to our E-911 program in the consolidated dispatch fund.

July 31, 2021 - Monthly Report

Here is our July 31st monthly financial report. As you can see we are maintaining our investments and required reserves. We keep all of our bond and state reserves in our investment fund. Our general fund is in great shape.

In the light blue highlighted cells, we currently have two fund deficits which we will remedy by the first quarter. The first in the Farm & Range fund is due to a timing of revenues which usually comes in June from Taylor Grazing Act Fees. This is usually supplemented by the General Fund. The other deficit is in the Quartz Hill Project. This is a reimbursement based grant so this is expected. We may need to give a loan from the general fund at the first quarter due to the state but at the end of the day the revenue will revert to the general fund for reimbursement.

Our transfers equal zero which is mandatory, located in the dark green highlighted cell.

The orange highlighted cell is something we are working on with TYLER. We are still trying to get the \$2.8 million posted correctly in the pooled cash report. So, this beginning balance will increase by said amount.

The green highlighted adjustments basically the 6/30 assets other than cash minus 6/30 Liabilities plus 12/31 assets other than cash minus 12/31 liabilities. Basically it's the changes in accounts receivables and accounts payables from the beginning of the year to now.

This recap is developed using three reports:

The pooled cash report gives what our beginning and ending cash balances should be.

The Detail Vs. Budget report gives the revenue, transfer, and expenditure activity.

The balance sheets give us our adjustments to get from pooled cash to pooled cash. The adjustments are basically the 6/30 assets other than cash minus 6/30 Liabilities plus 12/31 assets other than cash minus 12/31 liabilities.

The county is in great fiscal shape and is in compliance with GAAP, GASB, and all state laws and requirements.

Approved DFA Budget Recap

This is a recap of what submitted to DFA on LGBMS.

Approved Commissioner Budget Recap

This is a recap of the budget that was approved by the governing body. Notice Any differences???

Monthly Multiple Choice

What are the differences from the DFA approved budget and the Commission approved budget ?

- A – The Commission approved budget has more funds than the DFA approved budget.
- B – The Law Enforcement Protection Fund ending balance was forced by DFA to be fully expended
- C – The ending balances are off by a few dollars
- D - All of the above

Answer: D All of the Above!!!!

A -The DFA budget form requires the county to combine their Fire, EMS, Bond, DWI, and Intergovernmental Grant Funds to be consolidated into one fund. For all fire departments combine into one fire fund on the DFA form.

B – I forgot to budget to expend the carryover balance along with the new revenues that were projected. This is funny because I used to assist with the LEPF program with state. I knew this. Oops.

C – This occurs because the DFA database forces rounding up.

The End – Questions???



9z.

Reports Not Presented

Road Dept.

Cibola County Road Dept.

700 E. Roosevelt Suite 50

Grants NM 87020

505-285-2570 Phone 505-285 3656 Fax



Tuesday, August 10, 2021

To: Kate Fletcher - County Manager

Fr: Edward Salazar - Road Superintendent

Re: Monthly Report: 07/01/21 - 07/30/21 (July)

Regular Maintenance

Blade & Shape

<u><i>Road</i></u>	<u><i>Description</i></u>	<u><i>Miles</i></u>
<i>C41</i>	<i>Pie Town Road</i>	<i>9.302</i>
<i>C19B</i>	<i>La Mosca Tank Road</i>	<i>5.163</i>
<i>C49</i>	<i>Zuni Canyon Road</i>	<i>13.427</i>
<i>C33</i>	<i>Candy Kitchen Road</i>	<i>15.125</i>
<i>C42</i>	<i>Back Country Byway</i>	<i>32.626</i>
<i>C1</i>	<i>Marquez Road</i>	<i>16.208</i>
<i>C34</i>	<i>Pine Hill Road</i>	<i>9.744</i>
<i>Total Miles</i>		<i>101.595</i>

Special Projects

<i>C49B</i>	<i>El SaguanLoop (La Jara Subdivision) Haul and spread gravel.</i>
<i>C49</i>	<i>Zuni Canyon Road - Mowing, remove rock from road.</i>
<i>C17</i>	<i>Mt. Taylor Addition - Mowing.</i>
<i>C17A</i>	<i>Walter Road - Mowing.</i>
<i>C24A</i>	<i>Berryhill Road - Clean bar ditches.</i>
<i>C51</i>	<i>Nth Quail Lane - Fix Culvert.</i>
<i>C42</i>	<i>Back Country Byway - Haul dirt.</i>
<i>C29</i>	<i>Plano Colorado - Pull out culvert.</i>

Flooding

- C32** *Zuni Trail - Work on washout.*
C8 *Encinal - Cubero Road. Called out to fix washout*
C9 *Water Canyon - Working on back section that goes to game ranch and*
C5 *La Joya Loop - Morada Road - Called out to fix washout.*
Fencelake Area - Called out to fix washout.

Co-op's 2019/2020

- C49** *Zuni Canyon Rd. - Haul base course. 7/19/21, 7/20/21, 7/21/21. Had to stop due to flooding.*
C45 *Camino De Turquesa - Have not hauled base course yet. Had to stop due to flooding.*

Cibola County Road Dept.

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



MAINTENANCE REPORT

July 2021

<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>
<u>Road</u>	<u>133</u>	<u>20.87</u>	<u>3</u>	<u>18.4</u>	<u>\$ 76.07</u>
<u>Road</u>	<u>155</u>	<u>26.66</u>	<u>8</u>	<u>\$ 18.40</u>	<u>\$ 173.86</u>
				<u>TOTAL</u>	<u>\$ 249.93</u>
<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>
<u>Building & Grounds</u>	<u>G-67587</u>	<u>24.29</u>	<u>1</u>	<u>\$ 18.40</u>	<u>\$ 42.69</u>
				<u>TOTAL</u>	<u>\$ 42.69</u>
<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>
<u>Sheriffs</u>	<u>05227-G</u>	<u>40</u>	<u>3</u>	<u>\$ 18.40</u>	<u>\$ 95.20</u>
				<u>TOTAL</u>	<u>\$ 95.20</u>

MONTHLY FUEL USAGE

July 2021

UNIT #	DEPT.	UNIT NO.	Mid Mo. Gal.	Mid Mo. \$	End Mo. Gal.	End Mo. \$	Other Gal.	Other \$	Total Gal.	Total \$	Total Miles	Cost/Mile	MPG	UNIT #	
<u>127</u>	Road	G-18473	0.000	\$0.00	0.000	\$0.00	37.500	\$117.00	37.500	\$117.00	3	39.00	0.08	<u>127</u>	Service Truck
<u>128</u>	Road	G-18464	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	4	0.00	#DIV/0!	<u>128</u>	Welding Truck
<u>130</u>	Road	G-15638	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>130</u>	
<u>131</u>	Road	G-29800	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>131</u>	
<u>133</u>	Road	G-23696	0.000	\$0.00	0.000	\$0.00	37.700	\$114.00	37.700	\$114.00	568	0.20	15.07	<u>133</u>	Fuel Truck
<u>137</u>	Road	G-50237	0.000	\$0.00	0.000	\$0.00	45.900	\$158.00	45.900	\$158.00	568	0.28	12.37	<u>137</u>	Richard Cerno
<u>138</u>	Road	G-95962	0.000	\$0.00	0.000	\$0.00	77.500	\$265.00	77.500	\$265.00	1,349	0.20	17.41	<u>138</u>	Edward Salazar
<u>139</u>	Road	G-57384	0.000	\$0.00	0.000	\$0.00	16.900	\$50.00	16.900	\$50.00	312	0.16	18.46	<u>139</u>	
<u>140</u>	Road	G-57619	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>140</u>	
<u>141</u>	Road	G-57618	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>141</u>	
<u>146</u>	Road	Welder	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>146 Welder</u>	Welder
<u>147</u>	Road	G-66164	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>147</u>	
<u>148</u>	Road	G-66165	0.000	\$0.00	0.000	\$0.00	30.100	\$93.00	30.100	\$93.00	587	0.16	19.50	<u>148</u>	Aaron Wheeler
<u>150</u>	Road	G-70482	0.000	\$0.00	0.000	\$0.00	55.900	\$180.57	55.900	\$180.57	1,180	0.15	21.11	<u>150</u>	
<u>151</u>	Road	G-78718	0.000	\$0.00	0.000	\$0.00	55.900	\$173.90	55.900	\$173.90	711	0.24	12.72	<u>151</u>	
<u>152</u>	Road	G-64239	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	249	0.00	#DIV/0!	<u>152</u>	
<u>153</u>	Road	G-86952	0.000	\$0.00	0.000	\$0.00	98.500	\$319.20	98.500	\$319.20	1,135	0.28	11.52	<u>153</u>	
<u>154</u>	Road	G-86953	0.000	\$0.00	0.000	\$0.00	78.800	\$252.19	78.800	\$252.19	658	0.38	8.35	<u>154</u>	
<u>155</u>	Road	G-86954	0.000	\$0.00	0.000	\$0.00	33.600	\$101.27	33.600	\$101.27	932	0.11	27.74	<u>155</u>	
<u>156</u>	Road	Diesel Air Compressor	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>Diesel Air Compressor # 156</u>	
<u>157</u>	Road	G-91750	0.000	\$0.00	0.000	\$0.00	101.300	\$308.00	101.300	\$308.00	1,732	0.18	17.10	<u>157</u>	Joe Baca
<u>209</u>	Road	G-18476	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>209</u>	Mack
<u>212</u>	Road	G-30550	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>212</u>	Dump Truck
<u>213</u>	Road	G-30549	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>213</u>	Dump Truck
<u>214</u>	Road	G-38441	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>214</u>	Dump Truck
<u>215</u>	Road	G-67372	0.000	\$0.00	0.000	\$0.00	114.500	\$391.57	114.500	\$391.57	229	1.71	2.00	<u>215</u>	Dump Truck
<u>216</u>	Road	G-37371	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>216</u>	Dump Truck
<u>217</u>	Road	G-70782	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	459	0.00	#DIV/0!	<u>217</u>	Dump Truck
<u>218</u>	Road	218	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>218</u>	Distributor
<u>219</u>	Road	219	0.000	\$0.00	0.000	\$0.00	42.100	\$144.00	42.100	\$144.00	81	1.78	1.92	<u>219</u>	Water Truck
<u>220</u>	Road	220	0.000	\$0.00	0.000	\$0.00	344.400	\$1,177.57	344.400	\$1,177.57	1,495	0.79	4.34	<u>220</u>	New Mack Transport
<u>221</u>	Road	221	0.000	\$0.00	0.000	\$0.00	403.700	\$1,377.00	403.700	\$1,377.00	2,494	0.55	6.18	<u>221</u>	New Dump Truck
<u>222</u>	Road	222	0.000	\$0.00	0.000	\$0.00	427.800	\$1,459.03	427.800	\$1,459.03	2,718	0.54	6.35	<u>222</u>	New Dump Truck
<u>305</u>	Road	305	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>305</u>	Backhoe
<u>306</u>	Road	306	0.000	\$0.00	0.000	\$0.00	91.100	\$309.86	91.100	\$309.86	25	12.39	0.27	<u>306</u>	Roller
<u>307</u>	Road	307	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	#VALUE!	<u>307</u>	Loader
<u>308</u>	Road	308	0.000	\$0.00	0.000	\$0.00	30.500	\$104.16	30.500	\$104.16	34	3.06	1.11	<u>308</u>	Backhoe

<u>309</u>	Road	309	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	10.500	\$35.94	10.500	\$35.94	Total Miles	7	5.13	0.67	309	Bobcat
<u>UNIT #</u>	<u>DEPT.</u>	<u>UNIT NO.</u>	<u>MID MO. GAL.</u>	<u>MID MO. \$</u>	<u>END MO. GAL.</u>	<u>END MO. \$</u>	<u>OTHER GAL.</u>	<u>OTHER \$</u>	<u>TOTAL GAL.</u>	<u>TOTAL \$</u>	<u>TOTAL GAL.</u>	<u>TOTAL \$</u>	<u>Cost/Mile</u>	<u>MPG</u>	<u>UNIT #</u>			
310	Road	310	0.000	\$0.00	0.000	\$0.00	30.000	\$100.76	30.000	\$100.76	30.000	\$100.76	11	9.16	310	Mower		
311	Road	311	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	311	Sweeper		
312	Road	312	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	312	Chip Spreader		
313	Road	313	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	313	New Roller		
314	Road	314	0.000	\$0.00	0.000	\$0.00	32.200	\$110.13	32.200	\$110.13	32.200	\$110.13	15	7.34	314	New Loader		
416	Road	416	0.000	\$0.00	0.000	\$0.00	108.600	\$371.18	108.600	\$371.18	108.600	\$371.18	40	9.28	416	CAT Blade		
417	Road	417	0.000	\$0.00	0.000	\$0.00	362.000	\$1,235.59	362.000	\$1,235.59	362.000	\$1,235.59	109	11.34	417	Volvo Blade		
418	Road	418	0.000	\$0.00	0.000	\$0.00	103.800	\$355.00	103.800	\$355.00	103.800	\$355.00	20	17.75	418	Volvo Blade		
419	Road	419	0.000	\$0.00	0.000	\$0.00	24.300	\$83.00	24.300	\$83.00	24.300	\$83.00	54	1.54	419	Leased CAT Blade		
420	Road	420	0.000	\$0.00	0.000	\$0.00	77.300	\$264.21	77.300	\$264.21	77.300	\$264.21	29	9.11	420	Leased CAT Blade		
501	Road	501	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	501	Dozer		
525	Road	525	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	N/U	#VALUE!	525	Towable Boom		

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 2021

UNLEADED						
UNIT #	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
127	G-18473	39.00	0.08	3	37.500	\$ 117.00
128	G-18464	0.00	#DIV/0!	4	0.000	\$ -
130	G-15638	#VALUE!	#VALUE!	N/U	0.000	\$ -
131	G-29800	#VALUE!	#VALUE!	N/U	0.000	\$ -
133	G-23696	0.20	15.07	568	37.700	\$ 114.00
138	G-95862	0.20	17.41	1,349	77.500	\$ 265.00
139	G-57384	0.16	18.46	312	16.900	\$ 50.00
140	G-57619	#VALUE!	#VALUE!	N/U	0.000	\$ -
141	G-57618	#VALUE!	#VALUE!	N/U	0.000	\$ -
146	146	#VALUE!	#VALUE!	N/U	0.000	\$ -
147	G-66164	#VALUE!	#VALUE!	N/U	0.000	\$ -
148	G-66165	0.16	19.50	587	30.100	\$ 93.00
150	G-70482	0.15	21.11	1,180	55.900	\$ 180.57
151	G-78718	0.24	12.72	711	55.900	\$ 173.90
152	G-64239	0.00	#DIV/0!	249	0.000	\$ -
153	G-86952	0.28	11.52	1,135	98.500	\$ 319.20
154	G-86953	0.38	8.35	658	78.800	\$ 252.19
155	G-86954	0.11	27.74	932	33.600	\$ 101.27
156	Diesel Air Copmpressor	#VALUE!	#VALUE!	N/U	0.000	\$ -
157	G-91750	0.18	17.10	1,732	101.300	\$ 308.00
TOTAL GAS					623.700	\$ 1,974.13

DIESEL FUEL						
UNIT #	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
137	G-50237	0.28	12.37	568	45.900	\$ 158.00
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		\$ -
215	G-67372	1.71	2.00	229	114.500	\$ 391.57
216	G-67371	#VALUE!	#VALUE!	N/U	0.000	\$ -
217	G-70782	0.00	#DIV/0!	459	0.000	\$ -
218	Distributor	#VALUE!	#VALUE!	N/U	0.000	\$ -
219	Water Truck	1.78	1.92	81	42.100	\$ 144.00
220	New Transport	0.79	4.34	1,495	344.400	\$ 1,177.57
221	New Dump Truck	0.55	6.18	2,494	403.700	\$ 1,377.00
222	New Dump Truck	0.54	6.35	2,718	427.800	\$ 1,459.03
305	305	#VALUE!	#VALUE!	N/U	0.000	\$ -
306	306	12.39	0.27	25	91.100	\$ 309.86
307	307	#VALUE!	#VALUE!	N/U	0.000	\$ -
308	308	3.06	1.11	34	30.500	\$ 104.16
309	309	5.13	0.67	7	10.500	\$ 35.94
310	310	9.16	0.37	11	30.000	\$ 100.76
311	311	#VALUE!	#VALUE!	N/U	0.000	\$ -
312	312	#VALUE!	#VALUE!	N/U	0.000	\$ -
313	313	#VALUE!	#VALUE!	N/U	0.000	\$ -
314	314	7.34	0.47	15	32.200	\$ 110.13
416	416	9.28	0.37	40	108.600	\$ 371.18
417	417	11.34	0.30	109	362.000	\$ 1,235.59
418	418	17.75	0.19	20	103.800	\$ 355.00
419	419	1.54	2.22	54	24.300	\$ 83.00
420	420	9.11	0.38	29	77.300	\$ 264.21
501	501	#VALUE!	#VALUE!	N/U	0.000	\$ -
525	525	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra Fuel	Extra Fuel	1.63	1.82	4	2.200	\$ 6.50
TOTAL DIESEL					2250.900	\$ 7,683.50

***N/U = NOT USED**



10a.

Presentation

No Documentation

Regional Champion Award Presented to
Commissioner Martha Garcia by Jeff Kiely



11a.

Memorandum of Agreement (MOU)

Between Office of the Sec. of State and Cibola
County to Cover Cost of 2021 Reg. Local
Election

MEMORANDUM OF UNDERSTANDING

**Between
The New Mexico Secretary of State
AND
Cibola County**

This **MEMORANDUM OF UNDERSTANDING** ("Agreement" or "MOU") is entered into by and between the Office of the Secretary of State ("SOS") and Cibola County ("County"), (collectively, "the Parties") as of the last date of execution by the Parties below.

RECITALS

WHEREAS, the 2021 Regular Local Election is to be held on November 2, 2021; and

WHEREAS, SOS, as required under the Election Code, is responsible to pay all costs of this statewide election, including reasonable costs incurred by each county clerk; and

WHEREAS, the Secretary of State has been appropriated funds from the legislature to pay for the cost of conducting and administering the Election; and

WHEREAS, it is in the interest of both parties that the funds be provided to the counties to pay the costs incurred by the counties as a result of the Election.

AGREEMENT

NOW, THEREFORE, the Parties agree that this MOU is entered into expressly and solely for the purpose of providing state appropriated funds to the counties to cover the costs of conducting and administering the 2021 Regular Local Election.

I. Parties' Responsibilities.

SOS shall:

- A. Issue to the County a warrant drawn on the State Treasurer in the amount of thirty six thousand five hundred dollars (\$36,500) for estimated costs that the county may incur in the conduct and administration of the Regular Local Election.

County shall:

- A. Use the appropriated funds in accordance with expenditures required by the election code, and in compliance with the reimbursable expenses outline in Appendix A of this agreement.
- B. Provide to the SOS, no later than January 31, 2022, a full accounting of expenses incurred and provide all invoices, receipts, and copies of warrants paid by the county.

- C. Any unused funds shall be returned to SOS upon completion of activity, which shall occur prior to January 31, 2022.

II. Payment.

SOS shall issue a warrant from the above-cited appropriation once this Agreement has been fully executed (signed by all required parties as listed on the signature sheet attached hereto).

III. Property.

The parties understand and agree that property, if any, acquired as a result of this Agreement shall be the property of County.

IV. Term.

- A. Work is expected to be complete on or before November 2, 2021 but in no case shall it extend beyond December 31, 2021.
- B. If any funds remain after the completion of the work contemplated under this Agreement, such funds must be returned to SOS prior to January 31, 2022.

V. Funds Accountability.

The County shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the County pursuant to this Agreement.

VI. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation, or alleged violation, of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

VII. Termination.

Either party may terminate this Agreement for cause or convenience by giving the other party thirty (30) days' notice in writing.

VIII. Period of Agreement.

This Agreement shall become effective upon the final signature affixed to this Agreement, or as soon thereafter as approved by the respective parties, and shall remain in effect until January 31, 2022, unless terminated pursuant to Article VII.

IX. Amendment.

Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties' signatories before becoming effective.

X. Contacts.

The parties will send written notice when needed to the following individuals:

- A. SOS
Veronica Albin
Chief Financial Officer
New Mexico Secretary of State
Veronica.albin@state.nm.us
505-470-8358

- B. Michelle Molina-Dominguez
Cibola County Clerk
700 E. Roosevelt, Suite 50
Grants, NM 87020
mdominguez@co.cibola.nm.us
505-285-2554

In witness whereof, this Agreement is duly executed upon the date of the last signature affixed and dated:

Maggie Toulouse Oliver, Secretary of State

Date

Signed

Date

Name and title of County Representative

Office of General Counsel, County

Office of General Counsel, SOS

Appendix A			
Description	Statutory Requirement	Relevant Statute(s)	This Reasonably Includes
Poll Workers (Election Boards; Absentee, Early and Election Day)	<i>Each election board shall consist of: (1) a presiding judge; (2) two election judges; and (3) election clerks who are appointed to assist the presiding judge and election judges.</i>	1-2-12 and 1-9-5 (C), NMSA 1978	For closed precinct polling locations, a minimum of three judges are required to administer the election. For Voter Convenience Centers (VCCs), a minimum of five election workers are required per polling location (three judges and two clerks).
Registration Officers (Same Day Registration)	During a statewide election...at the county clerk's office or alternate voting location if the clerk has assigned an authorized deputy to serve as a registration officer at the alternate voting location...	1-4-5.7 (C), NMSA 1978	The cost of one authorized registration officer, per polling location (that is offering SDR), per day.
Interpreters	<i>In those polling places designated by the secretary of state as being subject to the provisions of the 1975 amendments to the federal Voting Rights Act of 1965, oral assistance shall be made available to assist language minority voters who cannot read sufficiently well to exercise the elective franchise. As used in the Election Code, "language minority" means a person who is an American Indian or of Spanish heritage and "inability to read well enough to exercise the elective franchise" means inability to read the languages in which the ballot is printed or the inability to understand instructions for operating the voting machine.</i>	1-2-19, NMSA 1978	Assisting voters who speak a language that is unwritten; precincts identified as "Native American Precincts" through the Native American Election Information Program.

Messengers	<i>The county clerk may appoint messengers to deliver ballot boxes, poll books, keys, election supplies and other materials pertaining to the election. Messengers may also be authorized to collect absentee ballots and removable media storage devices from polling places and deliver them to locations designated by the county clerk.</i>	1-2-20, NMSA 1978	Individuals appointed by the clerk to serve as messengers, who comply with the requirements outlined in 1-2-20.
Election Publications	<i>Election board standby list: Not less than twenty-one days prior to the date for appointing members of election boards, the county clerk shall publish a notice once in a newspaper of general circulation to the effect that election boards are to be appointed for the specified number of precincts, stating the number of persons composing each board and that applications for the standby list will be accepted at the county clerk's office.</i> <i>Notice of election: The notice of election shall be published at least once, not more than twenty-one nor less than seven days before election day. The notice of election shall be published in a legal newspaper as provided in Section 14-11-2, NMSA 1978. If no legal newspaper is published in the county, the notice of election shall be published in a legal newspaper of general circulation in the county. The notice of election shall be printed in English and Spanish. The notice of election shall be broadcast on a radio station in the appropriate Native American languages in those counties affected by the federal Voting Rights Act of 1965, as amended.</i>	1-2-9, NMSA 1978 1-11-3 (A), NMSA 1978	Publication of the election board standby list and notice of election.
Postage	<i>The secretary of state shall deposit sufficient funds in the business reply mail account for each county clerk to ensure delivery of all mailed ballot applications and returned mailed ballots.</i>	1-6-8 (A)(2); 1-6B-5 (E)(2); and 1-6C-6 (D), NMSA 1978	Postage for absentee ballots (outbound) and returned mail ballots (inbound).

Tabulator Delivery	<p><i>The county clerk shall be responsible for transporting all voting systems to and from polling places. A reasonable fee may be charged by the county for the transportation and programming of the voting systems when used pursuant to Section 1-9-6, NMSA 1978, but in no case shall such fee exceed the actual cost to the county.</i></p> <p><i>Voting machines shall be delivered to the assigned precinct polling place at least three days before the polls are required to be opened. The election supplies and the keys of voting machines shall be delivered to the presiding judge at least one hour before the polls are required to be opened.</i></p>	<p>1-9-12 (A), NMSA 1978</p> <p>1-11-11 (A), NMSA 1978</p>	
Office Supplies (for Election)	Needed for the administration of the election.	1-11-19 (A)(2), NMSA 1978	Consumable office supplies required to conduct the election and post-election canvass. Paper, ballot marking pens, pencils, paperclips, staples....
"Other"	N/A	N/A	Temporary election support staff or OT for county employees -- provided the OT is incurred during the conduct and administration of the election.



11b.

Resolution 21-42

Auth. The Auction of 21 County Vehicles

Cibola County Commission

Daniel J. Torrez, Chairman
Martha Garcia, 1st Vice-Chair
Robert S. Windhorst, 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

Resolution No. 21-42

Fiscal Year 2022

Resolution Authorizing Auction of Vehicles & Equipment

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

WHEREAS, NMSA 1978, Section 4-38-13 provides that 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; and,

WHEREAS, NMSA 1978, Section 13-6-2 provides that the County give notification at least thirty days prior to its action making the deletion by sending a copy of its official finding and the proposed disposition of the property to the state auditor and the appropriate approval authority designated in Section 13-6-2 NMSA 1978, duly sworn and subscribed under oath by each member of the authority approving the action.; and,

WHEREAS, NMSA 1978, Section 13-6-2 provides, in pertinent part, that the "sale or disposition of real or tangible personal property having a current resale value of more than five thousand dollars (\$5,000) may be made by a . . . local public body. . . if the sale or disposition has been approved by . . . the local government division of the department of finance and administration for local public bodies; and,

WHEREAS, the County is in possession of 17 vehicles & 1 Powered Parachute, VIN #'s 2G1WA5E32E1123035, 2B3CL1CT6BH600621, 1C6RR7XT1ES194479, 1C6RR7XT8FS760445, 2B3CL1CT9BH600631, 1GNFK030X9R263287, 2FAHP71V88X167654, 2FAHP71V68X167653, 2FAFP71VX8X167655, 1FTLR1FE7APA06799, 1D7HU18D24J176752, 1N6AD0CW7EN709525, 1GNFK03059R262175, 1C6RD7LT8CS209397, 2C4RDGBGOCR311985, 1FM5K8AR6FGA097692, 1N6AD0CW1EN708953 & A-190-ULS that were utilized in the Sheriff Department and are no longer needed by the County and considered obsolete, worn out, and are unusable; and,

WHEREAS, the County is in possession of 13 vehicle's, VIN #'s 1FMEU7DE9AUA24909, 2G1WB58K189180736, 2G1WB58K289241284, 1FMEU7DE4AUA22534, 1GNFG15468113651, 1FMPU16L53LC16533, 1FMU7DE5AUA24910, 1GNDDT13S122357276, 1FMJKIG53BEF02847, 1N4AL2AP4CC244844, 1GCDT196468165131, 1FTRW14W15KB79817, 261WA5EKXA1223305 that were utilized by the Manager, Assessor, Clerk, I.T., Rural Addressing & Maintenance Department and are no longer needed by the County and considered obsolete, worn out, and are unusable; and,

Cibola County Commission

Daniel J. Torrez, Chairman
Martha Garcia, 1st Vice-Chair
Robert S. Windhorst, 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

WHEREAS, the County is in possession of 7 vehicle's, 1 Lowboy Trailer & 1 Broce Broom, VIN #'s 1GDT7H4J0TJ510031, 1GDT7H4J2TJ510421, 1GDT8C4C86F429268, 1FTZR15E44PA758496, 1D7HU18D24J176753, 1GDT7H4J0TJ510031, 15CDS433KAL01567, 15CDS433KAL01567, & 220788 that were utilized by the Road Department and are no longer needed by the County and considered obsolete, worn out, and are unusable; and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Cibola County that it authorizes the sale of the vehicles and equipment, contingent upon securing the approval of the local government division of the department of finance and administration and sending notification to the office of the state auditor; and,

WHEREAS, the disposition of property descriptions and information stated on the attachment labeled "**Personal Property To Be Auctioned Per Resolution #21-42 Attachment 1**".

PASSED, APPROVED and ADOPTED by the governing body at its regular meeting on the 26th day of August 2021.

THE BOARD OF COUNTY COMMISSIONERS:

Daniel J. Torrez, Chairman

Martha Garcia, 1st Vice-Chair

ATTEST:

Robert S. Windhorst, 2nd Vice-Chair

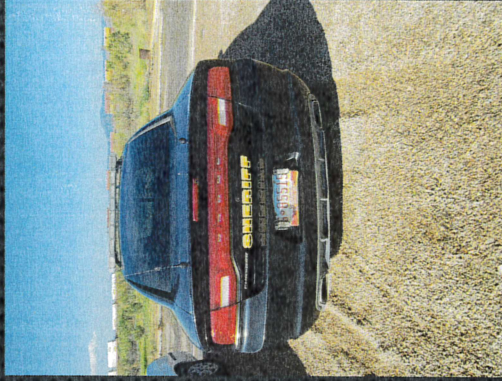
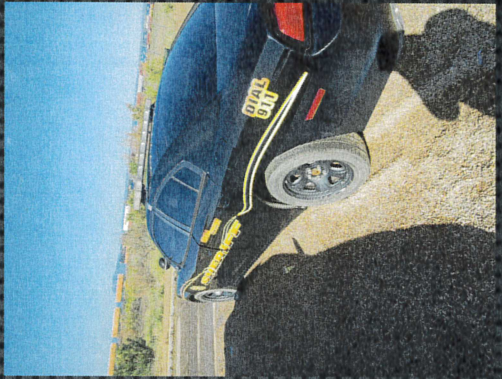
Michelle E Dominguez, County Clerk

Christine Lowery, Commissioner

Ralph Lucero, Commissioner

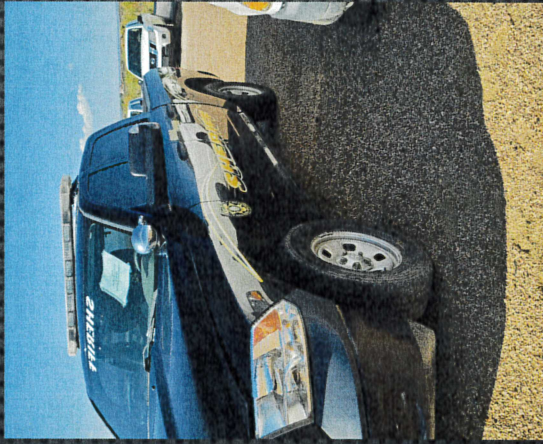
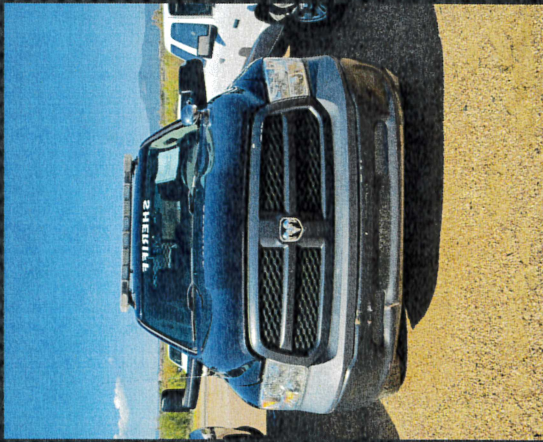


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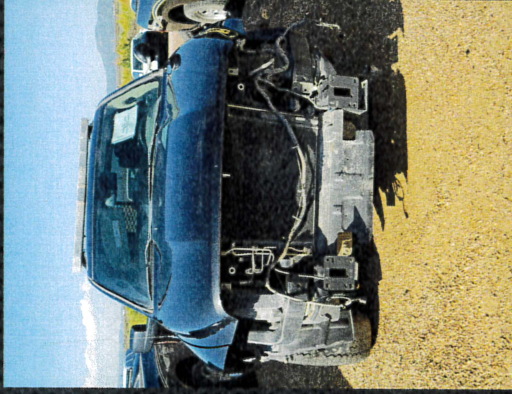
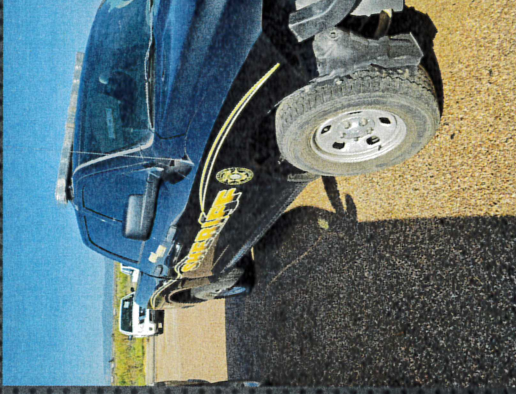


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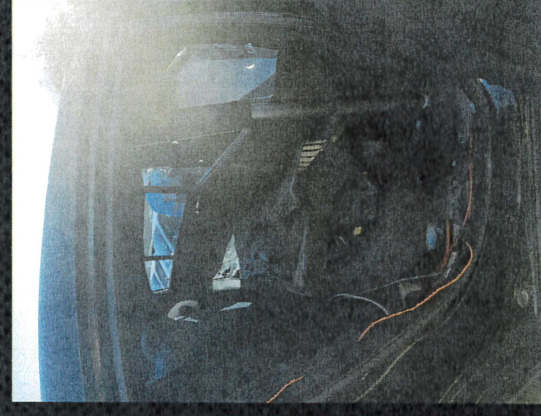
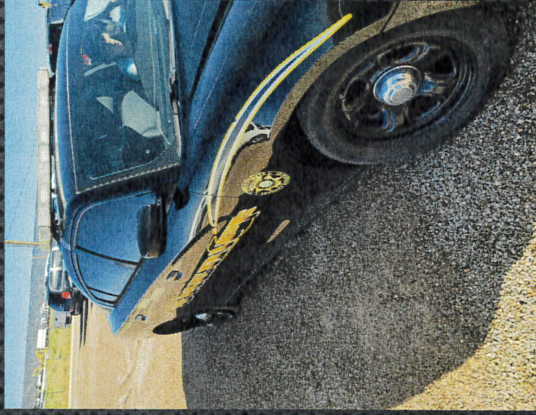
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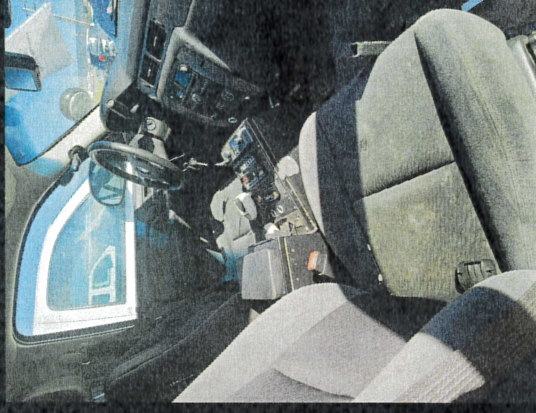
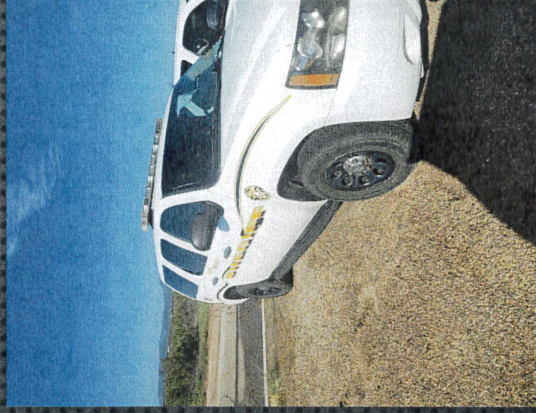
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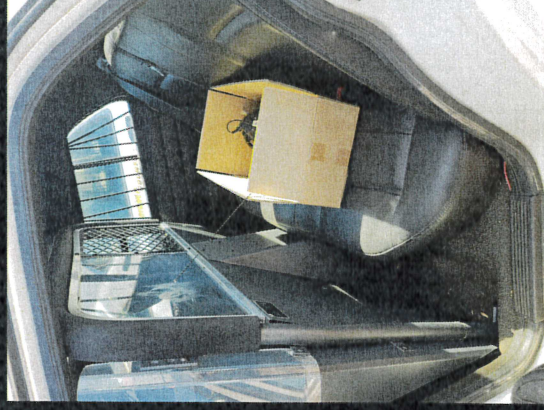
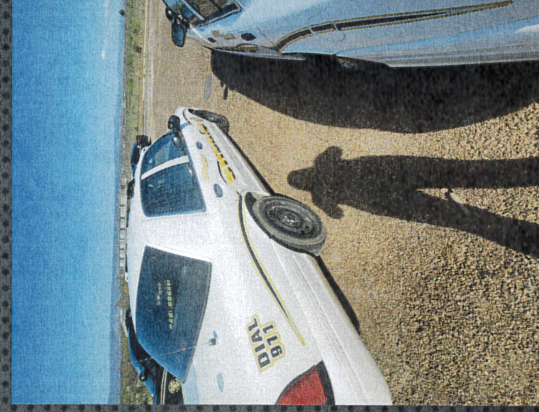
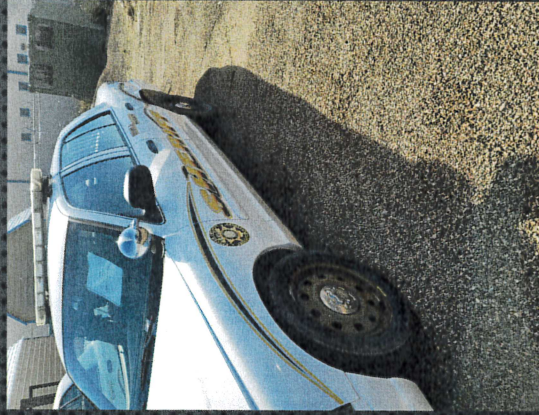
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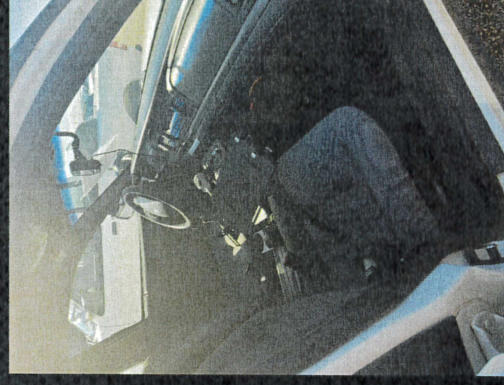
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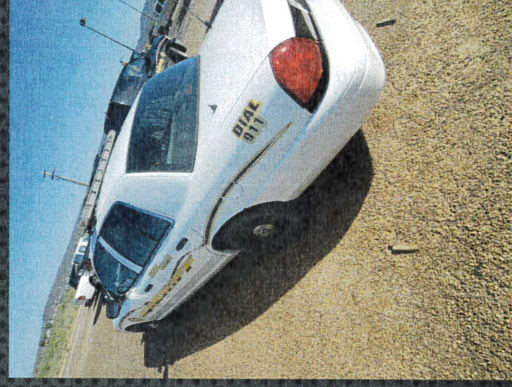
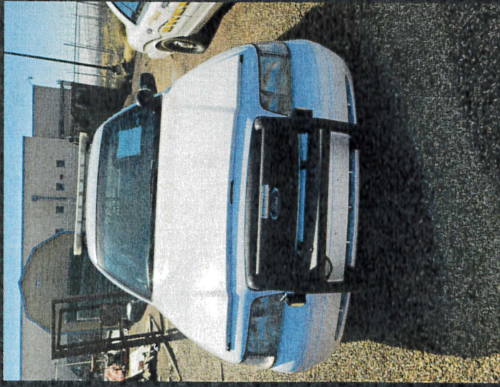
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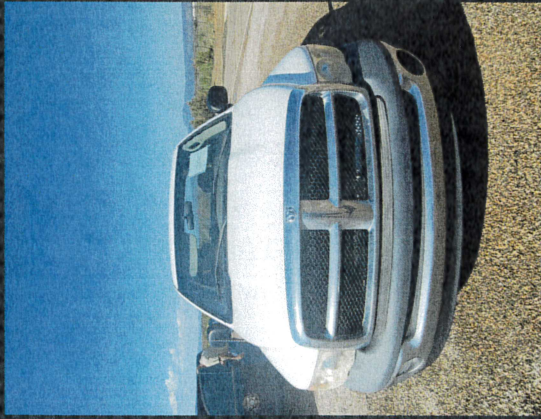
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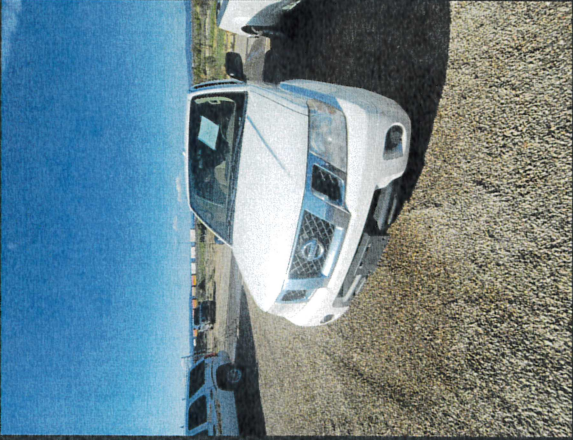
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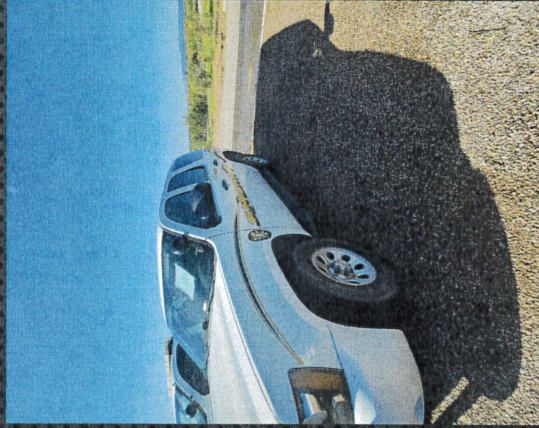
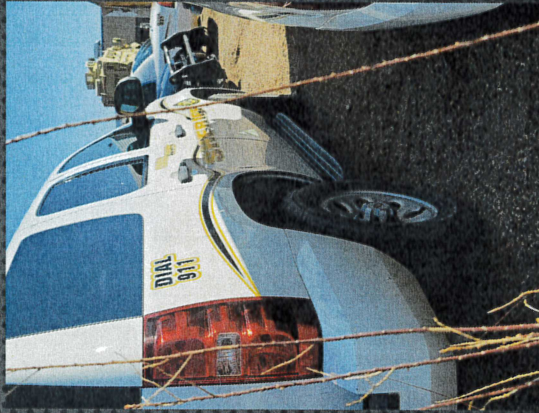
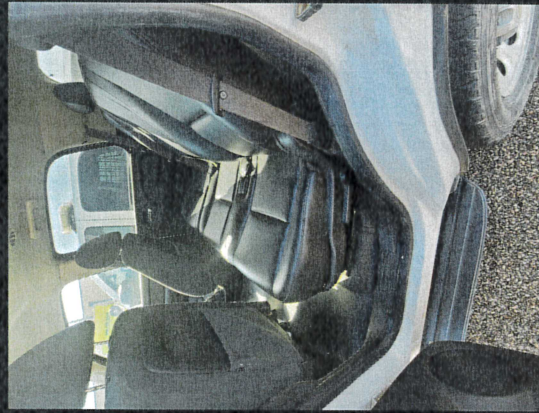
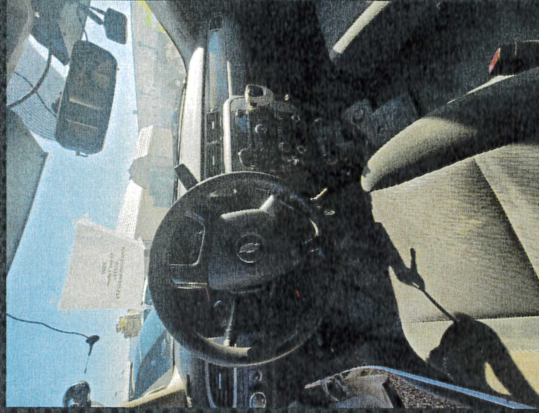
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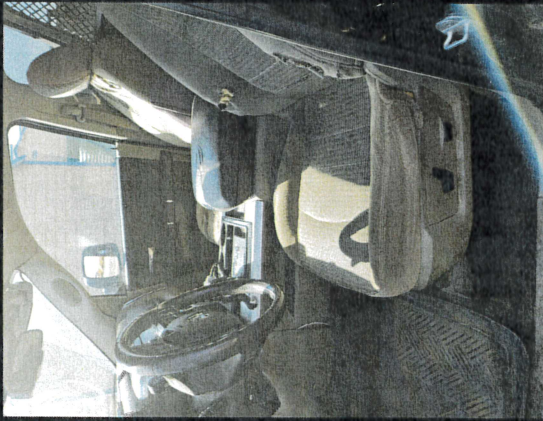
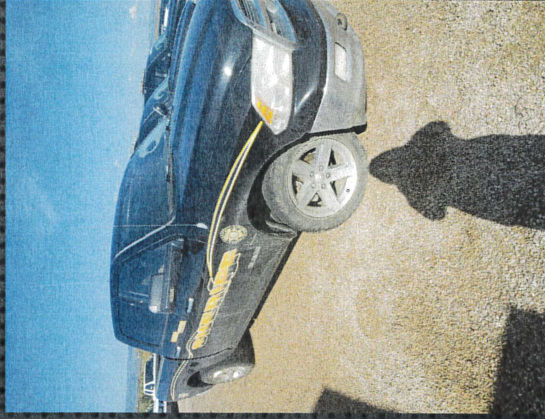
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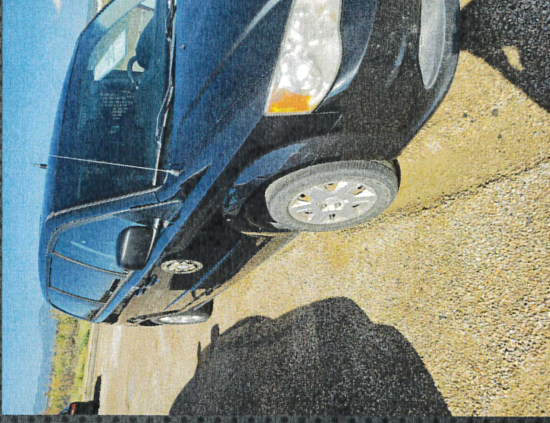
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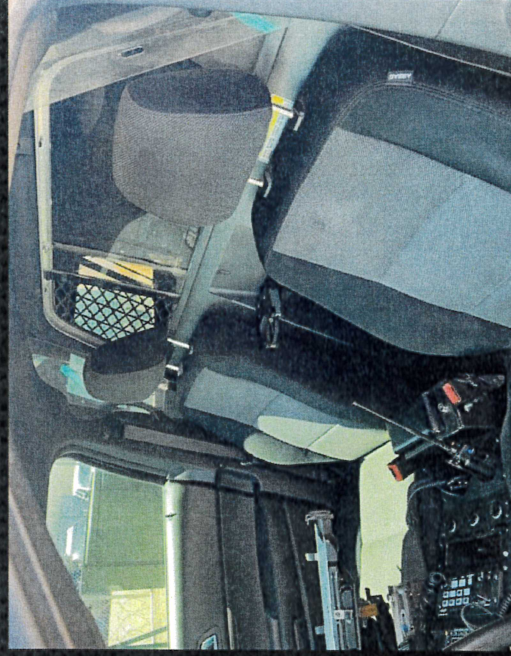
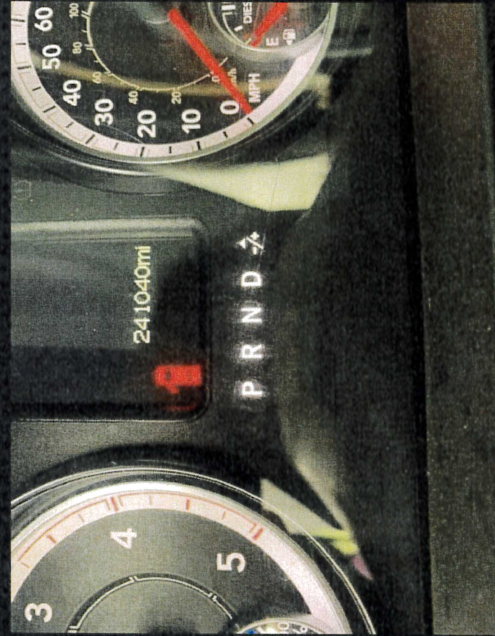
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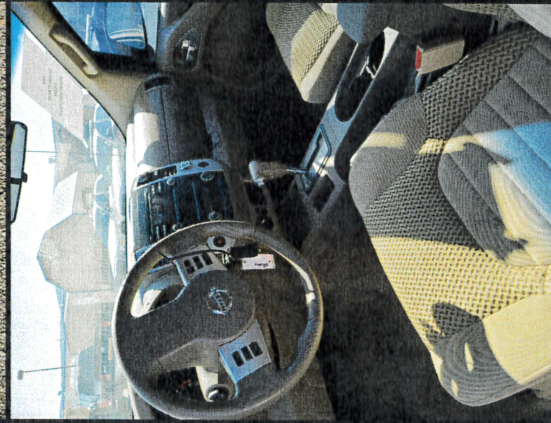
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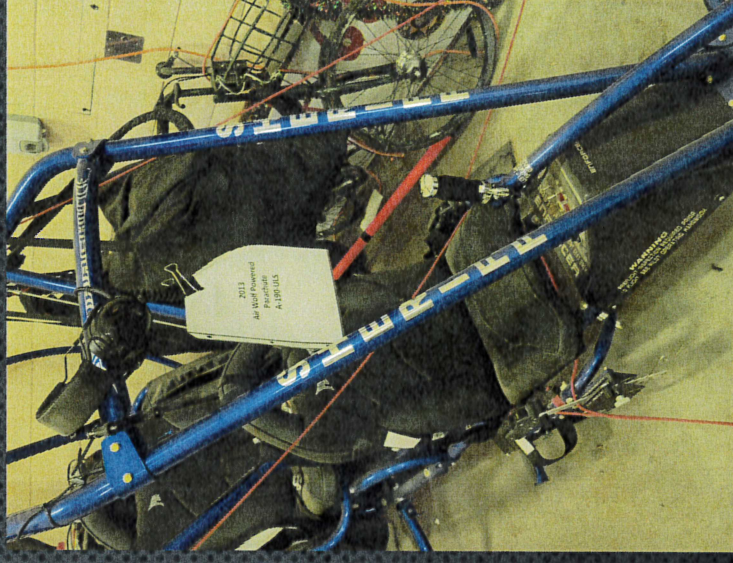
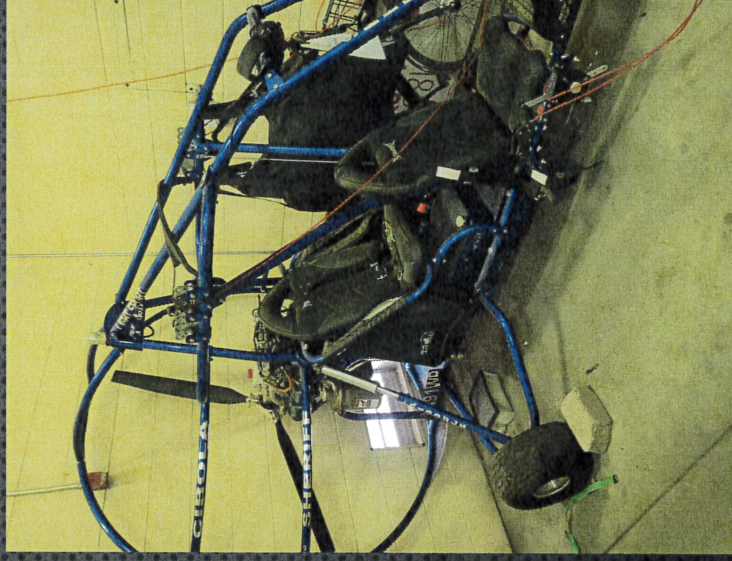
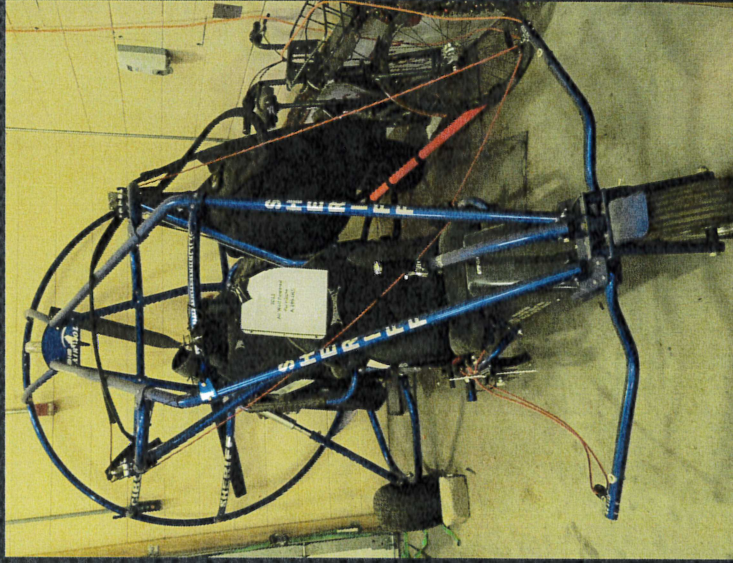
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**2013 AIRWOLF POWERED PARACHUTE
A-190-ULS**

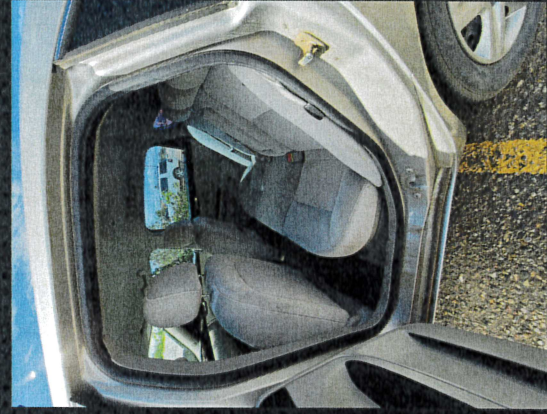


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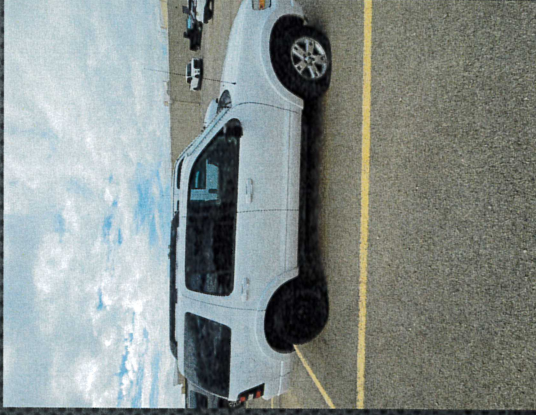
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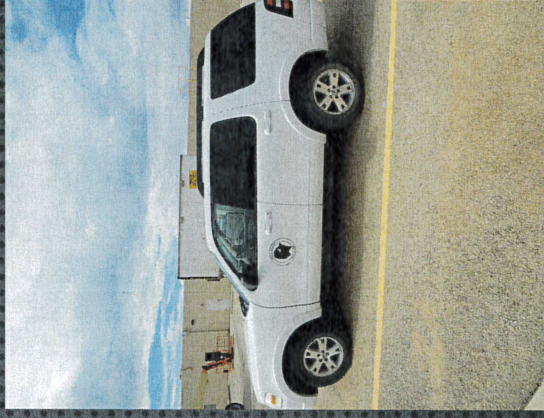
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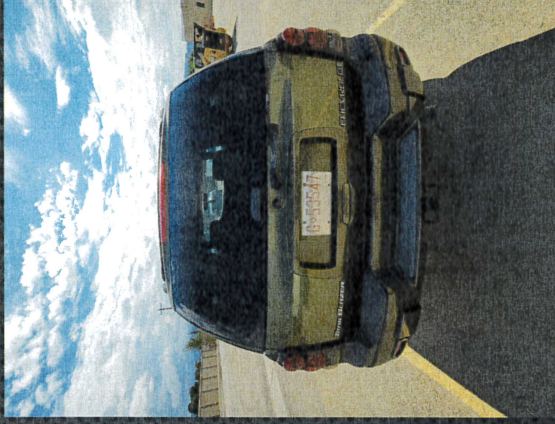


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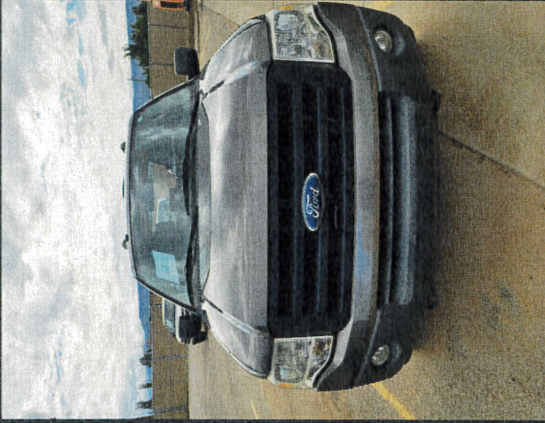


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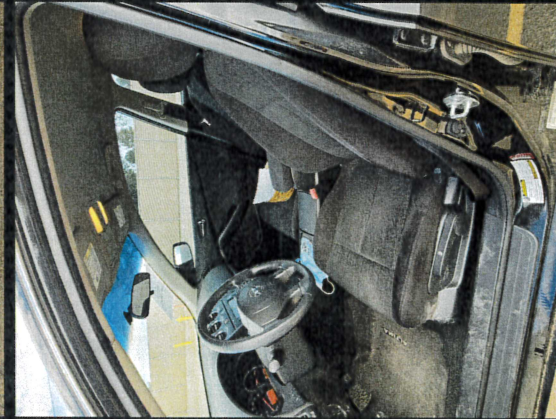
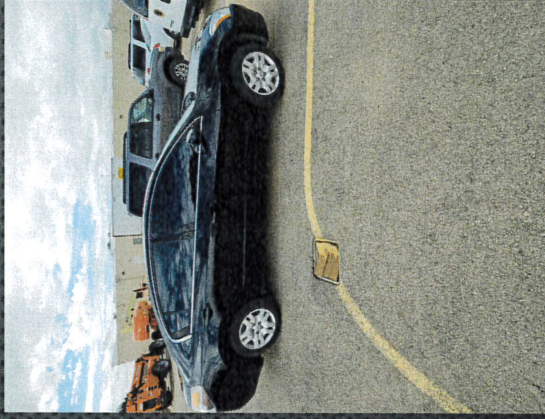
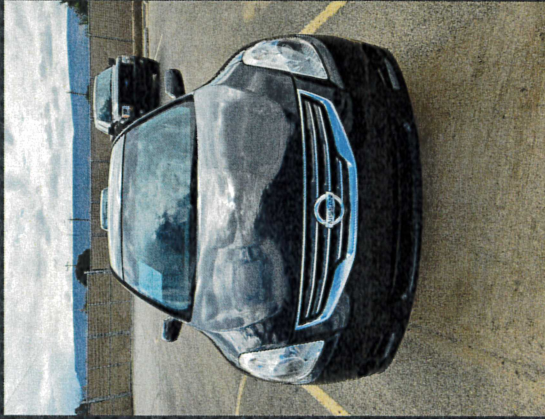




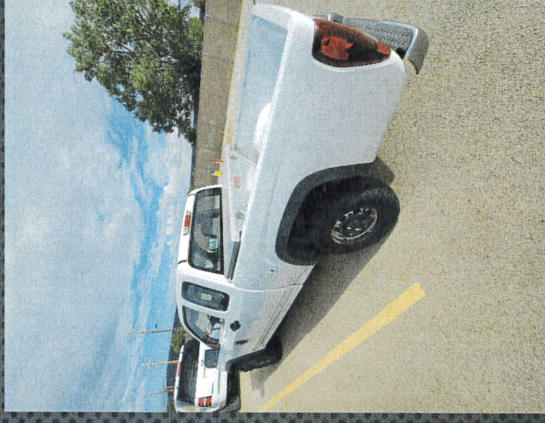
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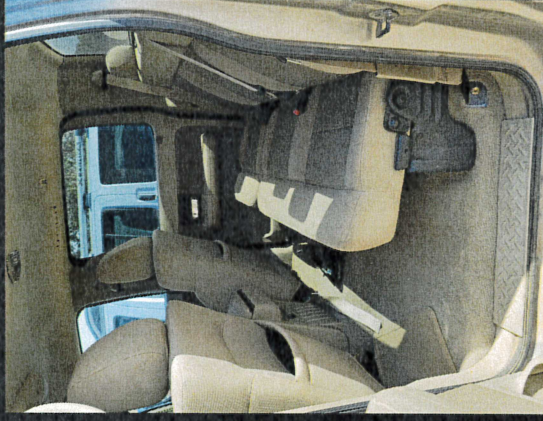
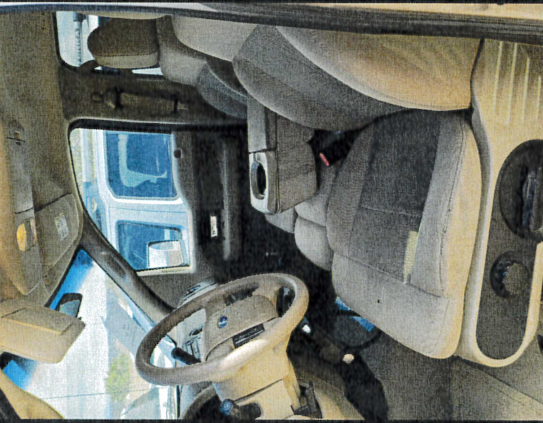
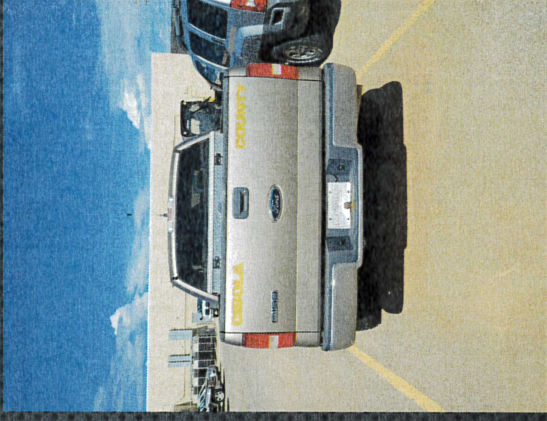
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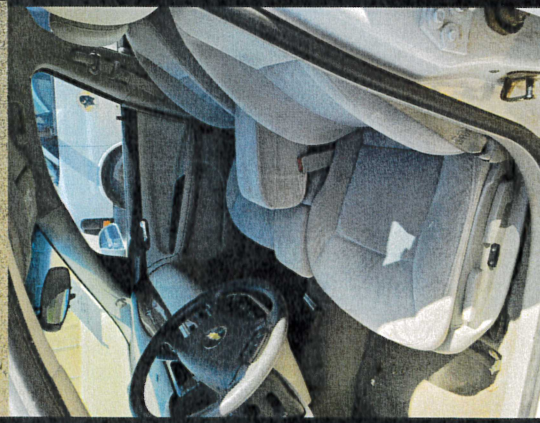
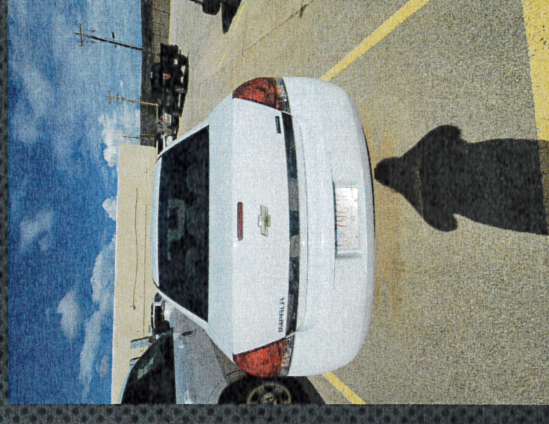
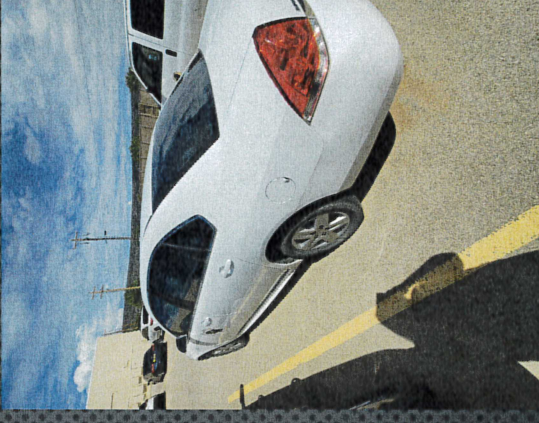
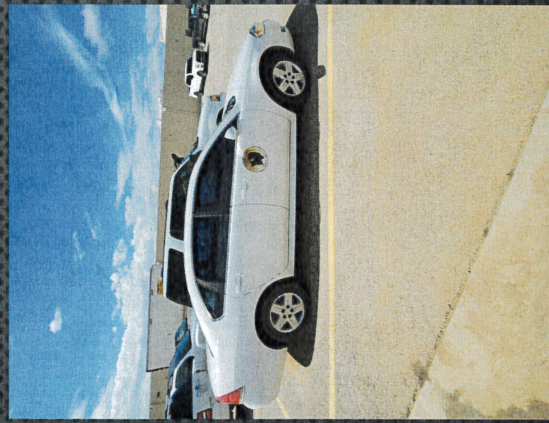
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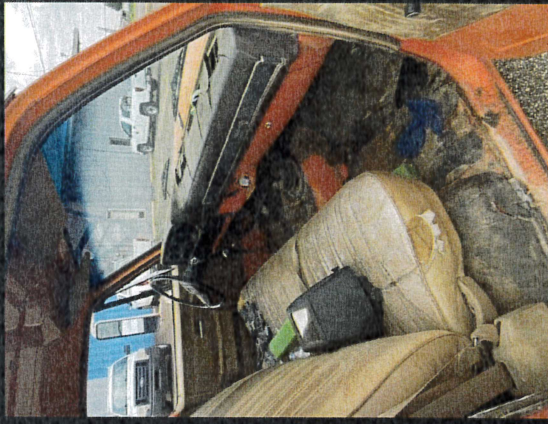
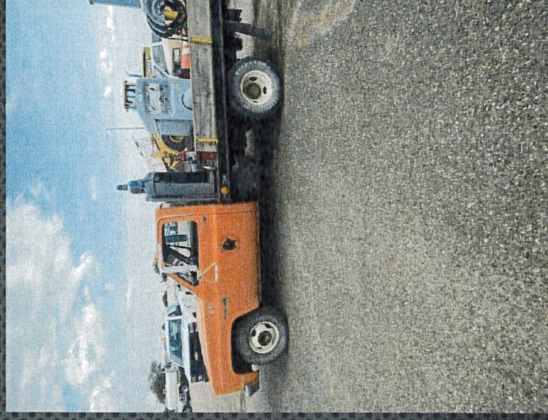
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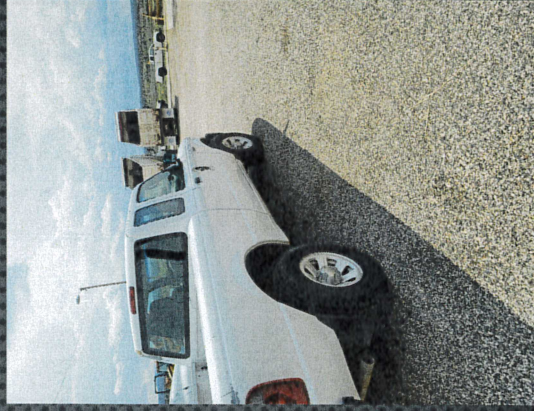
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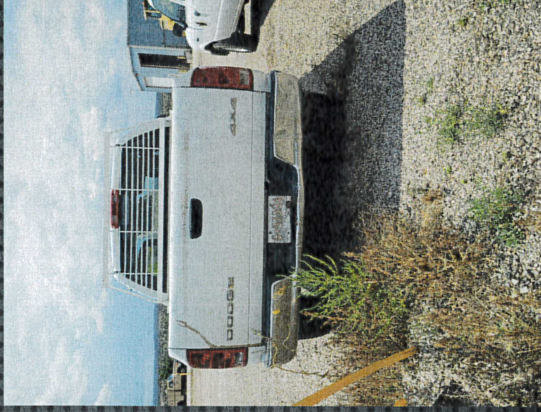
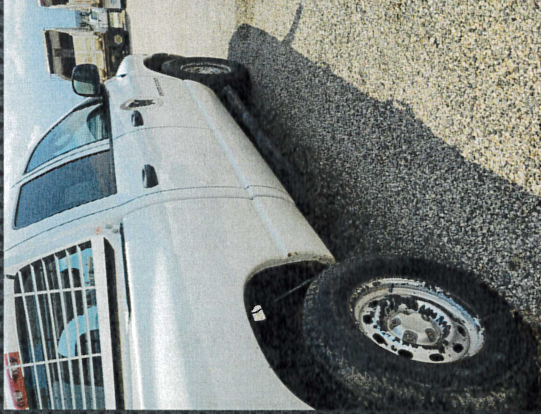
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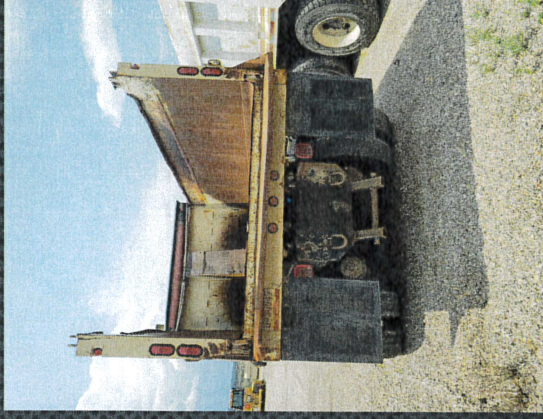
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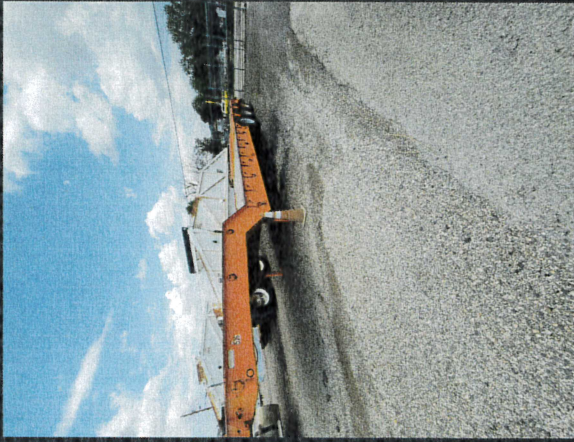
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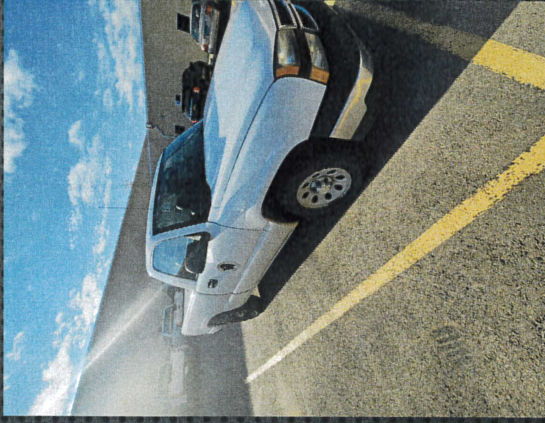
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1989 LOWBOY TRAILER
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BROCE BROOM



2007 CHEVY SILVERADO 1500
1GCEC14X87Z157520



11c.

Cannabis Ordinance

Please see proposed Ordinance in item 7a.
Presentation



11d.

Resolution 21-43

Adopting an Infrastructure Capital Improvements
Plan (ICIP)

Cibola County

Cibola County Commission

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

700 E. Roosevelt Ave., Suite 50

Grants, New Mexico 87020

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



Kate Fletcher
County Manager

Resolution 21-43

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 2023-2027 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 20-47.

THE BOARD OF COUNTY COMMISSIONERS:

Daniel Torrez, Chairman

Martha Garcia, 1st Vice-Chair

Dr. Christina Lowery, 2nd Vice-Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

ATTEST:

Michelle E Dominguez, County Clerk

Capital Projects by Priority

Category No.	Category Name	Ranking of Project	Project Title	Priority	2023-2027
2-T-3	Transportation-Hwy/Rd/Bridges	2023	To plan, design, construct, build, equip, County Road C-1 to include installing culverts, bridges, and address drainage and road width issues on this road.	1	2,500,000
1-F-1	Facilities-Admin Facilities	2023	To plan, design, construct, furnish and equip the relocation, and renovation the Former Armory Building and convert it into the Public Safety Building. Including landscaping, fencing, security gates, and parking lot improvements.	2	4,000,000
3-W-1	Water-Storm/Surface Water Control	2023	drainage master plan that would include City of Grants, Village of Milan, and Several Flood Prone Areas in the Unincorporated Areas of Cibola County	3	2,000,000
2-T-3	Transportation-Hwy/Rd/Bridges	2023	Plan, Design, Construct Road Improvements on Elkins Road, including possible widening of road especially in high traffic and business areas. This is a multi-agency project and will include support and funding from City of Grants, and Village of Milan.	4	3,000,000
6-O-O	Other-other-Study	2023	To conduct a comprehensive Housing Study in Cibola County to address future economic development growth within the county and one that incorporates City of Grants and Village of Milan Housing Markets	5	500,000
6-O-3	Other-UT.-Publicly Owned	2023	For feasibility studies, planning studies and planning, development and construction of broadband infrastructure to support the needs of the business, health, public safety and education sectors throughout the unincorporated areas of Cibola County, and continued expansion in the City of Grants, Village of Milan and Area Tribal Communities	6	\$10,000,000
2-T-2	Transportation-Bike/Ped/Eques.	2023	To continue to plan, and construct the Quartz Hill non-motorized trail in the Zuni Mts. Which will serve as an economic driver for outdoor tourism activities in Cibola County.	7	250,000
5-E-1	Equipment-Public Safety Equip.	2024	for Cibola County Law Enforcement, Emergency Manager, Dispatch and all 1st responders in Cibola County, including City of Grants and Village of Milan	1	5,000,000
2-T-3	Transportation-Hwy/Rd/Bridges	2024	To conduct feasibility studies, and plan improvements on La Mosca Road as an all-weather road (FS239 and 453 road) to the top of La Mosca Peak in Cibola County	2	50,000
2-T-3	Transportation-Hwy/Rd/Bridges	2024	To Conduct Feasibility and ROW studies, plan, design, construct, build and provide road safety enhancements to 33 miles of Chain of Craters Back Country Bi-way.	3	2,500,000
2-T-3	Transportation-Hwy/Rd/Bridges	2024	To Plan, design, construct bridge and other road improvements on County Road 5-Moquino Road in Seboyetta NM	4	550,000
2-T-3	Transportation-Hwy/Rd/Bridges	2025	To Conduct studies, Plan, Design, Construct Drainage and Other Road Improvements on C-34 Pine Hill Road	1	1,500,000
1-F-O	Facilities-Other	2025	To plan, design, and construct infrastructure improvements to the Milan Industrial Park in Milan in Cibola County	2	5,000,000
1-F-O	Facilities-Other	2025	To plan, design, and construct infrastructure improvements to the Milan Business Park in Milan in Cibola County	3	2,500,000
2-T-2	Transportation-Bike/Ped/Eques.	2025	To plan, design, construct 35 miles of stacked loop trails on the Forest Side of Blue Water Lake on ZMTP Master Plan in Cibola County	4	1,800,000
5-E-1	Equipment-Public Safety	2026	To purchase, equip and install an upgraded computer aided dispatch and records management system for Cibola County Dispatch Center and Cibola County 1st responders	1	650,000
1-F-O	Facilities-Other	2026	To plan, design, demo. Construct, stripe and equip parking lot improvements for Cibola General Hosp.	2	250,000
5-E-1	Equipment-Public Safety	2026	To purchase and equip vehicles for sheriff's office and other 1st responder departments.	3	250,000
5-E-0	Equipment-Other	2026	To purchase and equip vehicles and heavy equipment for the road department	4	350,000
1-F-O	Service Facilities-Other	2027	To conduct feasibility studies, plan, design, construct, build, furnish and equip a transitional housing facility in Cibola County	1	4,000,000
1-F-O	Service-Facilities-Other	2027	To plan, design, construct, build, furnish and equip an adult and/or a juvenile substance abuse treatment center	2	3,000,000
2-T-2	Transportation-Bike/Ped/Eques.	2027	To plan, design, build, equip and construct 43.5 miles of connectors trails in the Ojo Redondo Trails in the Zuni Mts	3	1,200,000
Total					50,850,000



11e.

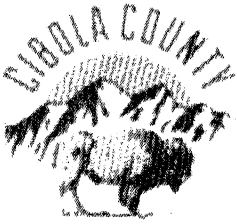
Resolution 21-44, 21-45 and 21-46

LGRF CO-OP Agreements



11e. (1)

Resolution 21-44



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

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

Cibola County Resolution # 21-44

- 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 # L600191; 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 \$112,104.00 (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 # L600191 through the New Mexico Department of Transportation 2021-2022 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 _____, 2021.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez, Chairman

Martha Garcia, 1st Vice Chair

Christine Lowery, 2nd Vice Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

Attest:

Michelle E. Dominguez, Cibola County Clerk

Contract No. _____
Vendor No. 0000047859
Control No. L600191

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and Cibola County (Public Entity), collectively referred as the “parties.” 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 State Transportation Commission Policy No. 44, 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 Plan, Design, Project Development, Pavement Rehabilitation, Full Construction, Reconstruction, Blade & Shape, Drainage Improvements, Misc., as described in Control No. L600191, 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. For purpose stated above, the estimated total cost for the Project is One Hundred Forty-Nine Thousand, Four Hundred Seventy-Two Dollars and Zero Cents (**\$149,472.00**) to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: \$112,104.00

Plan, Design, Project Development, Pavement Rehabilitation, Full Construction,
Reconstruction, Blade & Shape, Drainage Improvements, Misc.

2. Public Entity’s required proportional matching share shall be 25%: \$37,368.00

3. Total Project Cost: **(\$149,472.00)**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Forty-Nine Thousand, Four Hundred Seventy-Two Dollars and Zero Cents (**\$149,472.00**).
- 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 cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. 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) calendar 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. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- 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) calendar 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) calendar 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) calendar 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) calendar 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. 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, 2022. 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) calendar 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) calendar 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. Liability.

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.*, and any other applicable law.

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 and endorsements listing the Department as an additional insured 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 included 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 rights, equal opportunity compliance, environmental issues, 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, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is 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, subject to Section 7 above.

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 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) calendar days. 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) calendar days of written notification.

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 is 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: _____

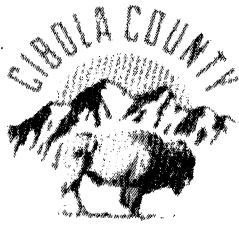
Title: _____

Attest: _____
Cibola County Clerk



11e. (2)

Resolution 21-45



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

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

Cibola County Resolution # 21-45

- 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 # L600198; 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 \$81,335.00 (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. L600198 through the New Mexico Department of Transportation 2021-2022 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 _____, 2021.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez, Chairman

Martha Garcia, 1st Vice Chair

Christine Lowery, 2nd Vice Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

Attest:

Michelle E. Dominguez, Cibola County Clerk

Contract No. _____
Vendor No. 0000047859
Control No. L600198

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and Cibola County (Public Entity), collectively referred as the “parties.” 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 State Transportation Commission Policy No. 44, 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 Plan, Design, Project Development, Pavement Rehabilitation, Full Construction, Reconstruction, Blade & Shape, Drainage Improvements, Misc., as described in Control No. L600198, 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. For purpose stated above, the estimated total cost for the Project is One Hundred and Eight Thousand, Four Hundred and Forty-Seven Dollars and Zero Cents **(\$108,447.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: \$81,335.00

Plan, Design, Project Development, Pavement Rehabilitation, Full Construction,
Reconstruction, Blade & Shape, Drainage Improvements, Misc.

2. Public Entity’s required proportional matching share shall be 25%: \$27,112.00

3. Total Project Cost: **(\$108,447.00)**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred and Eight Thousand, Four Hundred and Forty-Seven Dollars and Zero Cents **(\$108,447.00)**.
- 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 cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. 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) calendar 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. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- 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) calendar 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) calendar 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) calendar 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) calendar 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. 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, 2022. 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) calendar 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) calendar 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. Liability.

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.*, and any other applicable law.

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 and endorsements listing the Department as an additional insured 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 included 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 rights, equal opportunity compliance, environmental issues, 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, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is 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, subject to Section 7 above.

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 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) calendar days. 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) calendar days of written notification.

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 to 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 is 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: _____

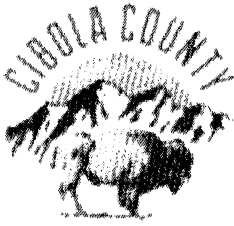
Title: _____

Attest: _____
Cibola County Clerk



11e. (3)

Resolution 21-46



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

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

Cibola County Resolution # 21-46

- 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 # L600201; 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 \$187,223.00 (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 No. L600201 through the New Mexico Department of Transportation 2021-2022 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 _____, 2021.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez, Chairman

Martha Garcia, 1st Vice Chair

Christine Lowery, 2nd Vice Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

Attest:

Michelle E. Dominguez, Cibola County Clerk

Contract No. _____
Vendor No. 0000047859
Control No. L600201

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and Cibola County (Public Entity), collectively referred as the “parties.” 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 State Transportation Commission Policy No. 44, 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 Plan, Design, Project Development, Pavement Rehabilitation, Full Construction, Reconstruction, Blade & Shape, Drainage Improvements, Misc., as described in Control No. L600201, 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. For purpose stated above, the estimated total cost for the Project is Two Hundred Forty-Nine Thousand, Six Hundred Thirty-One Dollars and Zero Cents **(\$249,631.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: \$187,223.00

Plan, Design, Project Development, Pavement Rehabilitation, Full Construction,
Reconstruction, Blade & Shape, Drainage Improvements, Misc.

2. Public Entity’s required proportional matching share shall be 25%: \$62,408.00

3. Total Project Cost: **(\$249,631.00)**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of Two Hundred Forty-Nine Thousand, Six Hundred Thirty-One Dollars and Zero Cents **(\$249,631.00)**.
- 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 cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. 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) calendar 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. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- 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) calendar 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) calendar 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) calendar 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) calendar 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. 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, 2022. 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) calendar 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) calendar 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. Liability.

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.*, and any other applicable law.

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 and endorsements listing the Department as an additional insured 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 included 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 rights, equal opportunity compliance, environmental issues, 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, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is 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, subject to Section 7 above.

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 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) calendar days. 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) calendar days of written notification.

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 to 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 is 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



11f.

NW NM Council of Governments

FY22 Contract and Updated 2-year Work
Program

NORTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS

MEMBERSHIP AGREEMENT

with

CIBOLA COUNTY

Fiscal Year 2022

This Agreement is entered into by and between Northwest New Mexico Council of Governments (hereinafter "COG") and County of Cibola (hereinafter "MEMBER"), pursuant to the following conditions and terms:

1. COG agrees to provide for the following:
 - a. Performance of professional work in service to the MEMBER, including specific assignments as requested and mutually concurred by the MEMBER and COG throughout the course of this Agreement, drawn from the COG's Menu of Services; such service to include assignment of a professional planner to direct Member Services, in alignment with the Member Dues & Services policy adopted by the COG Board of Directors.
 - b. Continued leadership and performance in local and regional development activities, as supported by local, state, federal and philanthropic grants and contracts.
 - c. Competent management and stewardship of the COG's resources and responsibilities, on behalf of its Members.
2. MEMBER agrees to provide for the following:
 - a. To remain a voting member on the COG's Board of Directors, to consist of up to two (2) representatives to the Board and up to two (2) alternates, and to participate in the COG's governance, policy development and administrative oversight.
 - b. To pay annual dues into the treasury of the COG in the amount of **\$20,000** per annum, such payment to be rendered *one annual payment at the beginning of the fiscal year* for the annual period July 1, 2021 through June 30, 2022.
3. It is mutually understood and agreed that:
 - a. A portion of the Membership dues shall be committed to the support of the COG organization as a whole and to its general operating and overhead expenses, including matching funds as required for certain state and federal grants;
 - b. A portion of the dues shall be available for direct communications with and services to the MEMBER, including specific assignments as requested and mutually concurred by the MEMBER and the COG; and
 - c. For significant tasks and assignments requiring staffing above and beyond the levels specified herein, the COG may negotiate for and/or assist in securing additional funds to supplement this agreement.

NORTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS

COUNTY OF CIBOLA

Date: _____
Billy W. Moore, Board Chair

Date: _____
Daniel J. Torrez, Chairman

ATTEST: _____
Evan Williams, Executive Director

ATTEST: _____
Michelle Dominguez, County Clerk



11g. (a)

Requisitions Over \$20,000

2021 Dodge Durango GT-Melloy Dodge
Manager's Office

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



BID/QUOTE

2021 Dodge Durango GT

State contract # 00-00000-20-00121

Item 4	Durango	\$33,355.00
Item D	Engine 3.6 V-6	-\$1,600.00
Item K	Interior Upgrade	\$2,100.00
Item U	Special Service Delete	-\$995.00
Item AB	Window Tint	\$250.00

GT Durango Total	\$33,110.00
-------------------------	--------------------

James Cassell
Fleet Sales
Melloy Dodge
(505)922-2557 direct
(505)922-2580 fax
(505)239-2811 cell
jcassell@melloydodge.com

NEW 2021 DODGE Durango GT AWD Sport Utility for sale in Albuquerque NM

VIN: 1C4RDJDG8MC766443 STOCK: 16104





11g. (b)

Requisitions Over \$20,000

2021 Ram 1500 SSV-Melloy Dodge
Sheriff's Dept.

[illegible]



BID/QUOTE

2021 Ram 1500 SSV

State contract 00-00000-20-00121

Item 6	Ram 1500 SSV	\$28,635.00
Item D	Bed liner	\$565.00
Item AM	Skid Plates	\$495.00
Item AV	Tow Package	\$495.00

Ram 1500 SSV Total	\$30,190.00
2 Truck Total	\$60,380.00

James Cassell
Fleet Sales
Melloy Dodge
(505)922-2557 direct
(505)922-2580 fax
(505)239-2811 cell
jcassell@melloydodge.com




11g. (c)

Requisitions Over \$20,000

2021 F-150 Crew Cab 4X4-Power Ford

Manager's Office

[illegible]

VENDOR	Power Ford	REASON SELECTED	STATE CONTRACT		
		CONTRACT/BID/RFP #	00-00000-20-00088		
ADDRESS	1101 Montano Rd NE	ESTIMATED DELIVERY			
	Albuquerque, NM 87107	PURCHASE ORDER #			
PURCHASING AGENT ENDORSEMENT	With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	If all three signatures are not obtained the purchase cannot move forward	FUND NAME & LINE ITEM #	AMOUNT	
			401-004-402-00028	\$	40,753.00
			Capital Outlay		
		DEPARTMENT HEAD SIGNATURE	DESIGNEE SIGNATURE	FINANCE SIGNATURE	

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




1101 Montañó Rd NE
Albuquerque, NM 87107
505-766-6600

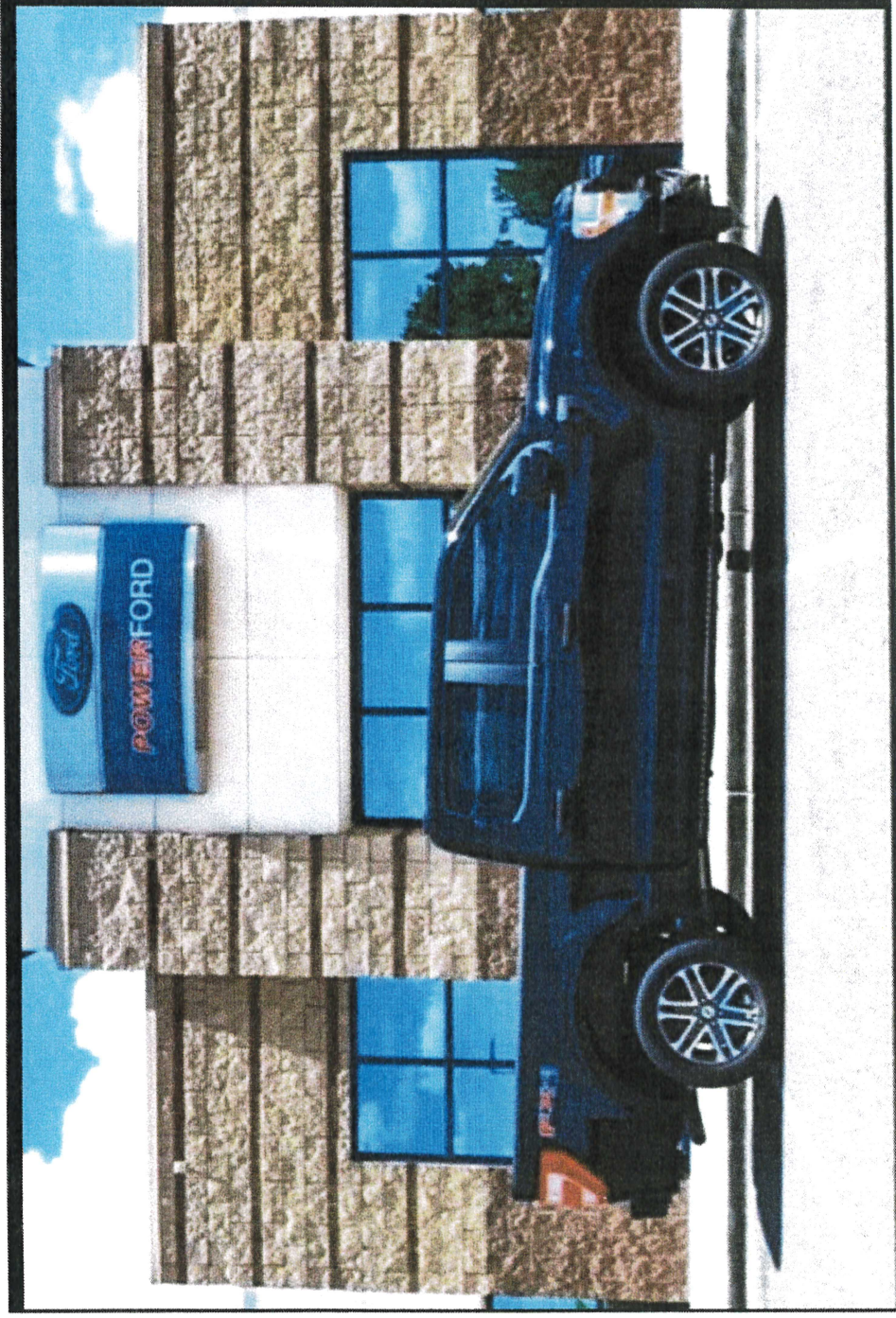
August 2, 2021

To: Wendy
Cibola County
Re: Agreement 00-00000-20-00088

<u>Item and Description</u>		<u>Quote</u>
Item 9	F150 Crew Cab 4x4	\$26,503.00
Item N	Carpet with Floor mats (101A,STX Package and wheels)	\$5,495.00
Item L	Trailer Brake controller	\$595.00
Item U	All weather mats	\$595.00
Item S	Engine: 3.5 Eco boost	\$2,895.00
Item AL	Locking Axle	\$695.00
Item AZ	Running boards	\$895.00
Item AX	Remote Keyless entry	\$495.00
Item BA	Front Bucket	\$895.00
Item BU	Trailer tow package	\$1,095.00
Item CD	Window Tint	\$595.00
<u>Total for one vehicle</u>		<u>\$40,753.00</u>

Thank you


Manuel Beltran
Commercial Manager
Power Ford





11g. (d)

Requisitions Over \$20,000

2021 Chevy Tahoe SSV-Melloy Auto Group
Cubero Fire District

[illegible]

SINCE 1952



Jeep



FLEET

August 3, 2021

Cibola County Fire

New Mexico State Price Agreement: 00-00000-20-00121

Item #5 – 2021 Chevrolet Tahoe SSV, 4Door, 4WD, White

Base Price	\$34,592.00
Option S – Remote Keyless Entry and Start	\$300.00
Option U – 4WD SSV	\$3,800.00
Option Y – Trailer Tow Package	\$250.00
Total	\$38,942.00

Karen Sluga

Melloy Auto Group

Fleet/Government Sales

(505)866-3180




11g. (e)

Requisitions Over \$20,000

Safety Equipment-MES
Bluewater Village Fire District 11

REQUISITION ORDER

		DATE :		DEPARTMENT:		QUOTE OBTAINED BY:			
		July 28, 2021		Bluewater Village Fire Dist. 11		DWM			
				QUOTE #1		QUOTE #2		QUOTE #3	
		VENDOR NAME: MES							
		CONTACT NAME: Michael Denison							
		PHONE: 505-219-5362							
		FAX:							
NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION		
6	EMI Tactical Response Kit	175.00	1,050.00		-		-		
6	Scott X3 Air Packs (2018 Edition)	6495.00	38,970.00		-		-		
6	AV-3000 HT Face Mask	275.00	1,650.00		-		-		
12	CYL&VLV Assy Carb, 30 Min, 4500	985.00	11,820.00		-		-		
6	Back Plate SCBA Mounting Bracket	75.00	450.00		-		-		
4	Set Triple Holder Hydrant Wrench/2 Spanner	115.00	460.00		-		-		
6	Waypoint Rechargeable Flashlights	125.00	750.00		-		-		
2	Female 2.5" Swivel	35.00	70.00		-		-		
2	Male 2.5" NH Coupler	28.00	56.00		-		-		
2	Female 2.5" to 1.5" Reducer	28.00	56.00		-		-		
2	2.5 Dual adapter lock	63.95	127.90		-		-		
16	2.5" DJ Red Rubber Hose	195.00	3,120.00		-		-		
16	1.75" DJ Yellow Rubber Hose	130.00	2,080.00		-		-		
4	Mid Range Assult Nozzle 95 GPM	555.00	2,220.00		-		-		
4	8"x8 1/2"x 12 SWC Wheel Choc	79.00	316.00		-		-		
4	Horizontal Storage Bracket	72.00	288.00		-		-		
4	Safety Vest 2XL/3XL	18.00	72.00		-		-		
4	Safety Vest L/XL	18.00	72.00		-		-		
20	18" Traffic Cones	20.00	400.00		-		-		
4	Flashback 5 LED Flare Kit 4/Pk	195.00	780.00		-		-		
4	6' Pike poles	75.00	300.00		-		-		
2	4' Pike poles	84.00	168.00		-		-		
4	Portable Scene Light	595.00	2,380.00		-		-		
1	14' Combo Ladder	655.00	655.00		-		-		
3	Akron Playpipe	635.00	1,905.00		-		-		
SUBTOTAL FOR SELECTED ITEMS			70,215.90		-		-		
TOTAL LABOR/ SERVICE COSTS			-		-		-		
TOTAL GROSS RECEIPTS TAX			-		-		-		
TOTAL SHIPPING/ FREIGHT COSTS			-		-		-		
GRAND TOTAL			70,215.90		-		-		
VENDOR	MES	REASON SELECTED		STATE CONTRACT		←			
ADDRESS	2330 West University Drive Unit 10 Tempe, AZ 85281	CONTRACT/BID/RFP #		HGHC Buy ILC20-10867					
PURCHASING AGENT ENDORSEMENT	CERTIFICATION With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	ESTIMATED DELIVERY							
		PURCHASE ORDER #							
		If all three signatures are not obtained the purchase cannot move forward		FUND NAME & LINE ITEM #		AMOUNT			
				408-018-422-00082					
		DEPARTMENT HEAD SIGNATURE		DESIGNEE SIGNATURE		FINANCE SIGNATURE			

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

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



2330 West University Drive
Unit #10
Tempe, AZ 85281

Quote

Page 1 of 2

Date

07/23/2021

Quote #

QT1492019

Expires

08/22/2021

Sales Rep

Denison, Michael

PO #

Shipping Method

FedEx Ground

Bill To

Dustin Middleton
Cibola County
700 East Roosevelt Suit 50
Grants NM 87020

Ship To

Dustin Middleton
Cibola County
700 East Roosevelt Suit 50
Grants NM 87020

Item	Alt. Item #	Unit	Description	QTY	Unit Sales Pri...	Amount
EMI	9120		9120 Custom EMI Emergency Tactical Response Kit, Black	6	175.00	1,050.00
X8814025305304			Air-Pak X3 Pro SCBA (2018 Edition) with CGA Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Quick Connect Hose (Rectus fittings), Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA Per Box (Black)	6	6,495.00	38,970.00
201215-02			AV-3000 HT (M), KVL R	6	275.00	1,650.00
804721-01			CYL&VLV ASSY CARB,30MIN,4500	12	985.00	11,820.00
KD-LP-5-SFPHS			Backplate, low-profile clips, short footplate & PHS strap (p/n 1056-206-000)	6	75.00	450.00
K45-3-P18-P09			Set-Triple Holder, (1) K05 Hydrant Wrench (2) K01 Spanner Wrenches - Black	4	115.00	460.00
44910			Waypoint 120V AC - Yellow	6	125.00	750.00
35R2525-H52			Female RL Swivel NH 2.5" // Female RL Swivel NH 2.5" - Black HC	2	35.00	70.00
36R2525-H52			Male NH 2.5" // Male NH 2.5" - Black HC	2	28.00	56.00
37R2515-H52			Female NH 2.5" // Male NH 1.5" - Black HC	2	28.00	56.00
1042-D			2.5" DUAL ADAPTER LOK (FOR DOUBLE MALE & DOUBLE FEMALE)	2	63.95	127.90
DP25R-50-ARN			2.5" DJ Red Rubber Liner	16	195.00	3,120.00
DP17Y-50-ARN			1.75" DJ Yellow Rubber Liner	16	130.00	2,080.00
4863			Mid Range Assault Nozzle w/ Pistol Grip Style 4863 Fog Nozzle with 1.5 in NH inlet; 95 gpm @ 75 psi Black bumper; pistol grip	4	555.00	2,220.00
SWC			8" x 8 1/2" x 12" (Standard) SWC WHEEL CHOCKS - ALUMINUM (Wheel Chocks are sold individually- Standard Color: Silver)	4	79.00	316.00
WSB			Horizontal Storage Bracket, Wide Mount Surface (Standard)	4	72.00	288.00
23387			Vest, Public Safety, Orange 2XL/3XL	4	18.00	72.00
23385			Vest, Public Safety, Orange L/XL	4	18.00	72.00
SAFETY FLAG	CSB18-RFL		CSB18-RFL Custom Safety Flag 18" Orange Cone w/ Black Base & 6" Reflective	20	20.00	400.00



Quote

Page 2 of 2

Date

Quote #

07/23/2021

QT1492019

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
EMI	2014		Collars 2014 Custom EMI Flashback Five LED Flare Kit. Red Blue 4pk	4	195.00	780.00
DBY-6AH-B			6' American Hook, HiViz Yellow Handle w/Butt End	4	75.00	300.00
DBY-4AH-D			4' American Hook, HiViz Yellow Handle w/D-Handle	2	84.00	168.00
46000			Portable Scene Light II - 120V AC/12V DC - Red	4	595.00	2,380.00
CJL-14			ALCO-LITE Aluminum Combination Ladder (CJL Series) 14 foot	1	655.00	655.00
AKRON Nozzles	23904001		23904001 AKRON Nozzles PLAYPIPE W/SO 2.5NH X 1.5NH	3	635.00	1,905.00
AKRON Nozzles	14994009		14994009 AKRON Nozzles 1 1/8" Tip	3	105.00	315.00

	Subtotal	70,530.90
Shipping Cost (FedEx Ground)		885.00
	Total	\$71,415.90

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1492019



**INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING**

ILC No.:
ILC20-10867
Permanent Number assigned
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **Cibola County**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **700 East Roosevelt Ave Suite 50 Grants, NM 87020**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **10/20/2020** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **07/01/2020** and ends **06/30/2021**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

Cibola County

Name of End User (local government, agency, or non-profit corporation)

700 East Roosevelt Ave Suite 50

Mailing Address

Grants, NM 87020

City, State ZIP Code

Kate Fletcher 10-20-20
Signature of chief elected or appointed official | Date

Kate Fletcher, Cibola County Manager
Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

DocuSigned by:
[Signature]
By: 82EC270D5081422
Executive Director

Date: 12/22/2020




11g. (f)

Requisitions Over \$20,000

Safety Equipment-Artesia Fire Equipment
Laguna Fire Protection

REQUISITION ORDER

	DATE :		DEPARTMENT:		QUOTE OBTAINED BY:		
	August 5, 2021		Laguna Fire Protection		Scottie Aragon		
			QUOTE #1		QUOTE #2		
	VENDOR NAME:		Artesia Fire Equipment				
	CONTACT NAME:		Judy				
		PHONE:		1-888-477-9055			
		FAX:					


NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
3	LI-PSGQ10159 Lion Turnout Coat	1283.00	3,849.00		-		-
3	LI-LTSL2YNS-Lion Lettering Patch	28.00	84.00		-		-
3	LI-LPI Lettering Patch	17.50	52.50		-		-
3	LI-LPV2-Lion Hook & Loop Lettering Patch	22.00	66.00		-		-
3	LI-LTSL2YNS Lettering Patch	28.00	84.00		-		-
2	LI-PSGQ10159-pant Lion Turnout Pants	738.75	1,477.50		-		-
3	Lion American Legend XTraditional Helmet	355.00	1,065.00		-		-
1	Lion American Legend XTraditional Helmet	355.00	355.00		-		-
4	PCS-6-3 Conway Shields Helmet Front	60.75	243.00		-		-
12	MAJ-Pachwhite Nomex Hood	38.75	465.00		-		-
29	SBY-5226 Pigskin Gloves	98.00	2,842.00		-		-
2	VAL-V148884 Leather Gloves	32.00	64.00		-		-
1	THO-504-6369 Structural Boots	310.00	310.00		-		-
2	THO-804-6389 Leather Structure Boots	367.50	735.00		-		-
2	LAK-C+ANSIP2 Parka	157.00	314.00		-		-
6	SC-201215-02 Scott Facepiece Med	285.00	1,710.00		-		-
4	SC-201215-03 Scott Facepiece Lg	285.00	1,140.00		-		-
2	RB-911IM-RD Gear Bag	62.00	124.00		-		-
1	FW Name Patch	80.00	80.00		-		-
2	WSS-WLS0205 Brush Shirt	169.25	338.50		-		-
2	WSS-WLP0108 Brush Pants	270.50	541.00		-		-
3	BU-FH911HR Helmet	59.75	179.25		-		-
3	WSS-WLF0517 Full Face Protector	38.50	115.50		-		-
3	ESS-740-0283 Goggles	41.50	124.50		-		-
Page 1			-		-		-

SUBTOTAL FOR SELECTED ITEMS		16,358.75			
TOTAL LABOR/ SERVICE COSTS		-			
TOTAL GROSS RECEIPTS TAX		-			
TOTAL SHIPPING/ FREIGHT COSTS		-			
GRAND TOTAL		16,358.75			

VENDOR	Artesia Fire	REASON SELECTED		
ADDRESS	7011 Huseman Pl SW Albuquerque, NM 87121	CONTRACT/BID/RFP #	SHR000022403	
PURCHASING AGENT ENDORSEMENT	CERTIFICATION With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	ESTIMATED DELIVERY		
		PURCHASE ORDER #		
		FUND NAME & LINE ITEM #	AMOUNT	
		419-018-430-00082	\$	
		FIRE CHIEF SIGNATURE	EMERGENCY MANAGEMENT	FINANCE SIGNATURE

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

REQUISITION ORDER

	DATE :		DEPARTMENT:		QUOTE OBTAINED BY:		
	August 5, 2021		Laguna Fire Protection		Scottie Aragon		
			QUOTE #1		QUOTE #2		
	VENDOR NAME:		Artesia Fire Equipment				
	CONTACT NAME:		Judy				
		PHONE:		1-888-477-9055			
		FAX:					

NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
2	SBY-5002 Gloves	55.00	110.00		-		-
1	WHI-H7809 Wildland Boots	278.00	278.00		-		-
2	WHI-WH7809 Womens Wildland Boots	278.00	556.00		-		-
2	ANC-9003050 Fire Shelter	405.00	810.00		-		-
2	PS-0019 Wildland Pack	162.25	324.50		-		-
2	AUS-FB102 Wildland Gear Bag	38.00	76.00		-		-
2	PEC-93906 Camelbak	74.50	149.00		-		-
1	SP-ZAH5101C-AXE SHIELD	26.00	26.00		-		-
1	SP-ZSMA5201C-AXE HANDLE BRACKETS	26.75	26.75		-		-
1	PAC-K5003-HD-IRONSLOK HD KIT	295.00	295.00		-		-
1	PAC-K5029-1 BOLT CUTTER KIT	46.50	46.50		-		-
1	PAC-K5026-FL SPREADER BASE W/FASTLOK	148.00	148.00		-		-
1	PAC-K5035-FL-HVY RESCUE BASE MNT KIT	220.50	220.50		-		-
1	PAC-K1022-FL RAM BASE MNT W/FASTLOK	178.50	178.50		-		-
4	PAC-1001 HOOKLOKS CLAMP MNTG BRCKTS	31.75	127.00		-		-
1	Labor PH (Installation of Mounting Brackets)	500.00	500.00		-		-
1	RASD-BC-000640-00 HOSE BED COVER	1249.00	1,249.00		-		-
1	SHIPPING	100.00	100.00		-		-
15	AER-1193 Safety Cone 5 Pack	158.00	2,370.00		-		-
20	ST-90761 Steamlight Red LED Flashlight	192.50	3,850.00		-		-
2	Worden Aluminum Wheel Chock 8"x8.5"x15"	99.50	199.00		-		-
6	Worden Horizontal Storage Bracket	62.75	376.50		-		-
4	Worden Aluminum Wheel Chock Medium	75.50	302.00		-		-
4	Worden MWG Underbody Mount Bracket	75.00	300.00		-		-
Page 2			-		-		-

SUBTOTAL FOR SELECTED ITEMS		12,618.25		-		-
TOTAL LABOR/ SERVICE COSTS		-		-		-
TOTAL GROSS RECEIPTS TAX		-		-		-
TOTAL SHIPPING/ FREIGHT COSTS		-		-		-
GRAND TOTAL		12,618.25		-		-

VENDOR	Artesia Fire	REASON SELECTED		
ADDRESS	7011 Huseman Pl SW Albuquerque, NM 87121	CONTRACT/BID/RFP #	SHR000022403	
PURCHASING AGENT ENDORSEMENT	CERTIFICATION With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	If all three signatures are not obtained the purchase cannot move forward FIRE CHIEF SIGNATURE	FUND NAME & LINE ITEM # 419-018-430-00082	AMOUNT \$
			EMERGENCY MANAGEMENT	FINANCE SIGNATURE

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

REQUISITION ORDER

[illegible]

Artesia Fire Equipment, Inc.

PO Box 1367
1014 S. First St.
Artesia, NM 88210

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

Quotation

DATE	Quote NO.
8/4/2021	26946REV2

NAME / ADDRESS
Cibola County Purchasing Office 700 East Roosevelt Suite 50 Grants, NM 87020 (505) 287-9431 wendy@co.cibola.nm.us

SHIPPING ADDRESS
LAGUNA FIRE DEPARTMENT CHIEF JOHN GARCIA SCOTTIE ARAGON jgarcia@pol-nsn.gov (505) 552-1951

PRICES MAY CHANGE AFTER: 9/3/2021

ATTENTION:

CUSTOMER REF. NO.

REP

FOB

TERMS

CHIEF JOHN GARCIA

LAGUNA PUEBLO FL...

JF

DESTINATION

Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
LI-PSGQ10159-COAT	LI-PSGQ10159-COAT - LION CSTM/F SUPER-DELUXE 7.0 OZ. ADVANCE TRADITIONAL TURNOUT COAT W/FREEDOM DESIGN, D9 TRAD. CHAMBRAY LINER, 8" OVER-THE-HAND WRISTLETS, DRD, (2) 9X9X2" SEMI-BELLOW & LINED HANDWARMER POCKETS, 3.5X9X2" RADIO POCKET, AND 3" NYC YELLOW VENTILATED REFLECTIVE TRIPLE TRIM AS PER PSGQ10159-E COLOR: KHAKI 1 - SIZE 36-32R (LOU JUANA TORIVIO) 1 - SIZE 42-32R (MONIQUE) 1 - SIZE 48-32R (GABE SERNA)	3	1,283.00		3,849.00
LI-LTSL2YNS	LI-LTSL2YNS - LION 2" LIME/YELLOW 3M SCOTCHLITE LETTERS SEWN DIRECTLY TO COAT LAGUNA FIRE	3	28.00		84.00
LI-LP1	LI-LP1 - ONE-LINE LETTERING PATCH	3	17.50		52.50
LI-LPV2	LI-LPV2 - FR HOOK & LOOP KIT TO ATTACH ABOVE LETTERING PATCH TO COAT	3	22.00		66.00
			TOTAL		

SIGNATURE

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PRICES MAY CHANGE AFTER: 9/3/2021

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TERMS

CHIEF JOHN GARCIA

LAGUNA PUEBLO FL...

JF

DESTINATION

Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
LI-LTSL2YNS	LI-LTSL2YNS - LION 2" LIME/YELLOW 3M SCOTCHLITE LETTERS SEWN TO ABOVE LETTERING PATCH (FF 1ST INITIAL, LAST NAME)	3	28.00		84.00
LI-PSGQ10159-PANT	LI-PSGQ10159-PANT - LION POLM/F 7.0 OZ. ADVANCE RELIANT TURNOUT PANT W/LOW RISE WAIST, UNIFORM STYLE PANT FIT, & TRADITIONAL LEG DESIGN, D9 TRADITIONAL LINER, GOLD POLY-COATED ARAMID KNEE PADS W/1 LAYER OF LITE-N-DRI, GOLD POLY-COATED ARAMID PANT CUFFS AND 3X3X5" KICK SHIELD, (2) 10X10X2" FULL BELLOW KEVLAR LINED POCKET W/FLAP ON LEFT & RIGHT THIGH, 3" LIME/YELLOW VENTILATED REFLECTIVE TRIPLE TRIM AROUND LEG BOTTOMS, AND EZH H-BACK QUICK ADJUST NON-STRETCH BLACK SUSPENDERS W/METAL LOOPS AS PER PSGQ10159-E COLOR: KHAKI 1 - SIZE 32R (LOU JUANA TORIVIO) 1 - SIZE 44R (GABE SERNA)	2	738.75		1,477.50
			TOTAL		

SIGNATURE

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CHIEF JOHN GARCIA

LAGUNA PUEBLO FL...

JF

DESTINATION

Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
LI-LFH8120D	LI-LFH8120D - LION AMERICAN LEGEND X TRADITIONAL-STYLE FIBERGLASS HELMET W/ESS FIREPRO GOGGLES, FLIP DOWN EYE SHIELDS, BLACK NOMEX FLANNEL EAR COVERS, 3M SCOTCHLITE REFLECTIVE LIME/YELLOW TRIM, BLACK KNIT NOMEX COVERED CUSHIONED HEADBAND, AND 6" BRASS EAGLE FRONT HOLDER (CHRISTYLEE KIE, GABE SERNA, LOU JUANA TORIVIO)	3	355.00		1,065.00
LI-LFH8120D	LI-LFH8120D - LION AMERICAN LEGEND X TRADITIONAL-STYLE FIBERGLASS HELMET W/ESS FIREPRO GOGGLES, FLIP DOWN EYE SHIELDS, BLACK NOMEX FLANNEL EAR COVERS, 3M SCOTCHLITE REFLECTIVE LIME/YELLOW TRIM, BLACK KNIT NOMEX COVERED CUSHIONED HEADBAND, AND 6" BRASS EAGLE FRONT HOLDER COLOR: RED (SEAN ROUTZEN)	1	355.00		355.00
PCS-6-3	PCS-6-3 - CONWAY SHIELDS 6" BLACK LEATHER HELMET FRONT W/THREE RED PANELS, WHITE BLOCK LETTERING, AND WHITE RAISED SEWN NUMBERS TO BE ATTACHED TO ABOVE HELMETS	4	60.75		243.00
			TOTAL		

SIGNATURE

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PRICES MAY CHANGE AFTER: 9/3/2021

ATTENTION:

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TERMS

CHIEF JOHN GARCIA

LAGUNA PUEBLO FL...

JF

DESTINATION

Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
	1ST LINE: LAGUNA 2ND LINE: FF/PARAMEDIC RAISED SEWN # 1653 3RD LINE: FIRE DEPT. (GABE SERNA)				
	1ST LINE: LAGUNA 2ND LINE: FF/PARAMEDIC RAISED SEWN # 1612 3RD LINE: FIRE DEPT. (CHRISTYLEE KIE)				
	1ST LINE: LAGUNA 2ND LINE: LIEUTENANT RAISED SEWN # 1605 3RD LINE: FIRE DEPT. (SEAN ROUTZEN)				
	1ST LINE: LAGUNA 2ND LINE: FIREFIGHTER RAISED SEWN # 1654 3RD LINE: FIRE DEPT. (LOU JUANA TORIVIO)				
			TOTAL		

SIGNATURE

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PRICES MAY CHANGE AFTER: 9/3/2021

PRICES MAY CHANGE AFTER: 9/3/2021

ATTENTION:		CUSTOMER REF. NO.	REP	FOB	TERMS	
CHIEF JOHN GARCIA		LAGUNA PUEBLO FI...	JF	DESTINATION	Net 30	
ITEM	DESCRIPTION		QTY	EACH	Availability	TOTAL
MAJ-PACIIWHITE	MAJ-PACIIWHITE - MAJESTIC WHITE NOMEX PACII HOOD		12	38.75		465.00
SBY-5226	(GABE SERNA, LOU JUANA TORIVIO, EXTRA) SBY-5226 - SHELBY FDP STYLE TAN PIGSKIN GLOVES W/O WRISTLET		29	98.00		2,842.00
	4 - SIZE SMALL (LOU JUANA TORIVIO, EXTRA)					
	5 - SIZE MEDIUM (EXTRA)					
	10 - SIZE LARGE (EXTRA)					
VAL-V620	10 - SIZE X-LARGE (EXTRA) V148884 (VAL-V620) - VALEO LEATHER HIGH PERFORMANCE SEARCH AND RESCUE GLOVES		2	32.00		64.00
	1 - SIZE SMALL (LOU JUANA TORIVIO)					
THO-504-6369	1 - SIZE X-LARGE (GABE SERNA) THO-504-6369 - THOROGOOD WOMEN'S 14" LEATHER QR-14 STRUCTURAL BOOT SIZE: 8M (LOU JUANA TORIVIO)		1	310.00		310.00
				TOTAL		

SIGNATURE

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PRICES MAY CHANGE AFTER: 9/3/2021

2/21/2021

ATTENTION:		CUSTOMER REF. NO.	REP	FOB	TERMS	
CHIEF JOHN GARCIA		LAGUNA PUEBLO FL...	JF	DESTINATION	Net 30	
ITEM	DESCRIPTION		QTY	EACH	Availability	TOTAL
THO-804-6389	THO-804-6389 - THOROGOOD 14" LEATHER KNOCKDOWN ELITE STRUCTURAL BUNKER BOOT W/WATERPROOF FLAME/CUT ABRASION-RESISTING LEATHER, STEDAIR PTFE WATERPROOF BARRIER, BLOOD-BORNE PATHOGEN COMPLIANT, REMOVABLE POLYURETHANE FOOTBED ON FLEXIBLE BI-FIT INSOLE, STEEL TRIPLE LADDER SHANK, AND VIBRAM ALL-TERRAIN SOLE 1 - SIZE 9W (FERNANDO WASETA) 1 - SIZE12W (GABE SERNA)		2	367.50		735.00
				TOTAL		

SIGNATURE

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CHIEF JOHN GARCIA

LAGUNA PUEBLO FL...

JF

DESTINATION

Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
LAK-C+ANSIP2	LAK-C+ANSIP2 - LAKELAND ANSI PLUS 2 TWO-JACKETS-IN-ONE 32" PARKA W/WIND & WATER REPELLENT POLYESTER OUTER SHELL, INNER FLEECE SHELL, SNAP-OFF LINED HOOD WITH BRIM, VENTILATED MESH UNDER BACK YOKE, MIC TAB ON EACH SHOULDER, ID POCKET, ADJUSTABLE VELCRO AND ELASTIC SLEEVE CUFFS, 2-WAY YKK FRONT ZIPPER CLOSURE, 8" DEEP UTILITY POCKET ON FRONT RIGHT W/ WEATHER PROOF ZIPPER, TWO LOWER CARGO/BELLOWS POCKETS, TWO LOWER FLEECE LINED WARMER POCKETS, AND FULL 2" SILVER 3M REFLECTIVE TRIM PACKAGE 1 - SIZE SMALL (LOU JUANA TORIVIO) 1 - SIZE X-LARGE (GABE SERNA)	2	157.00		314.00
SC-201215-02	SC-201215-02 SCOTT AV-3000 HT FACEPIECE, MEDIUM w/KEVLAR HEADNET (2013) 1 - LOU JUANA TORIVIO 5 - EXTRA	6	285.00		1,710.00
SC-201215-03	SC-201215-03 SCOTT AV-3000 HT FACEPIECE LARGE W/KEVLAR HEADNET (2013) 1 - GABE SERNA 3 - EXTRA	4	285.00		1,140.00
			TOTAL		

SIGNATURE

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Artesia, NM 88210

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

Quotation

DATE	Quote NO.
8/4/2021	26946REV2

NAME / ADDRESS
Cibola County Purchasing Office 700 East Roosevelt Suite 50 Grants, NM 87020 (505) 287-9431 wendy@co.cibola.nm.us

SHIPPING ADDRESS
LAGUNA FIRE DEPARTMENT CHIEF JOHN GARCIA SCOTTIE ARAGON jgarcia@pol-nsn.gov (505) 552-1951

PRICES MAY CHANGE AFTER: 9/3/2021

ATTENTION:

CUSTOMER REF. NO.

REP

FOB

TERMS

CHIEF JOHN GARCIA

LAGUNA PUEBLO FL...

JF

DESTINATION

Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
RB-911IM-RD	RB-911IM-RD - R&B FABRICATIONS "IT'S THE BIG ONE" OVERSIZE GEAR BAG W/ MULTIPLE POCKETS AND MALTESE CROSS LOGO (32"L X 17"D X 16"H) COLOR: RED (GABE SERNA, LOU JUANA TORIVIO)	2	62.00		124.00
FW-NAME PATCH	FW-NAME PATCH - ONE-LINE 7.0 KHAKI ADVANCE 4" X 18" LETTERING PATCH WITH HOOK & LOOP AND 2" LIME/YELLOW 3M SCOTCHLITE LETTERS SEWN TO LETTERING PATCH F. WASETA	1	80.00		80.00
WSS-WLS0205	WSS-WLS0205 (OLD #WBST60Y) - CREW BOSS 6.0 OZ YELLOW NOMEX TRADITIONAL BRUSH SHIRT 1 - SIZE SMALL (LOU JUANA TORIVIO) 1 - SIZE X-LARGE (GABE SERNA)	2	169.25		338.50
WSS-WLP0108	WSS-WLP0108 - CREW BOSS 6.0 OZ SPRUCE GREEN BRUSH PANTS 1 - SIZE SMALL X 30 (LOU JUANA TORIVIO) 1 - SIZE XX-LARGE X 32 (GABE SERNA)	2	270.50		541.00
			TOTAL		

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CHIEF JOHN GARCIA		LAGUNA PUEBLO FI...	JF	DESTINATION	Net 30	
ITEM	DESCRIPTION		QTY	EACH	Availability	TOTAL
BU-FH911HR	BU-FH911HR - WILDFIRE FULL BRIM WILDLAND HELMET WITH RACHET SUSPENSION COLOR: YELLOW (MATT HANIFIN, GABE SERNA, LOU JUANA TORIVIO)		3	59.75		179.25
WSS-WLF0517	WSS-WLF0517 - CREW BOSS 7.0 OZ TECASAFE PLUS EAR, NECK, AND FULL FACE PROTECTOR - YELLOW (MATT HANIFIN, GABE SERNA, LOU JUANA TORIVIO)		3	38.50		115.50
ESS-740-0283	ESS- 740-0283 - ESS STRIKETEAM XTO WILDLAND GOGGLES W/WRAPAROUND STRAP & DURABLE FACE PADDING (MATT HANIFIN, GABE SERNA, LOU JUANA TORIVIO)		3	41.50		124.50
SBY-5002	SBY-5002 - SHELBY TAN/BLACK PIGSKIN WILDLAND GLOVES W/WRISTLET 1 - SIZE SMALL (LOU JUANA TORIVIO) 1 - SIZE LARGE (GABE SERNA)		2	55.00		110.00
WHI-H7809	WHI-H7809 - HATHORN EXPLORER BLACK 10" WILDLAND BOOTS SIZE: 11EE (GABE SERNA)		1	278.00		278.00
				TOTAL		

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ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS	
CHIEF JOHN GARCIA	LAGUNA PUEBLO FI...	JF	DESTINATION	Net 30	
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
WHI-WH7809	WHI-WH7809 - HATHORN EXPLORER BLACK 10" WOMEN'S WILDLAND BOOTS 1 - SIZE 7.5D (CHRISTYLEE KIE 1 - SIZE 8.5D (LOU JUANA TORIVIO)	2	278.00		556.00
ANC-9003050	ANC-9003050 - ANCHOR INDUSTRIES REGULAR SIZE NEW GENERATION FIRE SHELTER (GABE SERNA, LOU JUANA TORIVIO)	2	405.00		810.00
PS-0019	PS-0019 - PACK SHACK WILDLAND WEBGEAR PACK COLOR: RED (GABE SERNA, LOU JUANA TORIVIO)	2	162.25		324.50
AUS-FB102	AUS-FB102 - WILDLAND GEAR BAG W/ID CARD HOLDER, MEDIUM COLOR: GREEN (GABE SERNA, LOU JUANA TORIVIO)	2	38.00		76.00
MISC.	PEC-93906 - CAMELBAK HYDROBAK 50 OZ. MIL SPEC CRUX WATER PACK COLOR: BLACK (GABE SERNA, LOU JUANA TORIVIO)	2	74.50		149.00
SP-ZAH5101C	SP-ZAH5101C - SOUTH PARK AXE SHIELDS (FOR PICKHEAD AXE)	1	26.00		26.00
			TOTAL		

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TERMS

CHIEF JOHN GARCIA

LAGUNA PUEBLO FL...

JF

DESTINATION

Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
SP-ZSMA5201C	SP-ZSMA5201C - SOUTH PARK AXE HANDLE BRACKETS FOR SIDE MOUNTING (FOR PICKHEAD AXE)	1	26.75		26.75
PAC-K5003-HD	PAC-K5003-HD - PERFORMANCE ADVANTAGE COMPANY IRONSLOK HD KIT (FOR HALLIGAN & FLATHEAD AXE)	1	295.00		295.00
PAC-K5029-1	PAC P/N K5029-1 - PERFORMANCE ADVANTAGE COMPANY BOLT CUTTER KIT	1	46.50		46.50
PAC-K5026-FL	PAC-K5026-FL - PERFORMANCE ADVANTAGE COMPANY SPREADER BASE WITH FASTLOK KIT (FOR SPREADER) (PLEASE SPECIFY STRAP COLOR: BLACK, YELLOW, OR ORANGE)	1	148.00		148.00
PAC-K5035FL	PAC-K5035FL - PERFORMANCE ADVANTAGE COMPANY HEAVY RESCUE BASE MOUNT KIT WITH FASTLOK (FOR CUTTER) (PLEASE SPECIFY STRAP COLOR: BLACK, YELLOW, OR ORANGE)	1	220.50		220.50
PAC-K1022-FL	PAC-K1022-FL - PERFORMANCE ADVANTAGE COMPANY RAM BASE MOUNT W/FASTLOK KIT (PLEASE SPECIFY STRAP COLOR: ORANGE, YELLOW, OR BLACK)	1	178.50		178.50
			TOTAL		

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ATTENTION:		CUSTOMER REF. NO.	REP	FOB	TERMS	
CHIEF JOHN GARCIA		LAGUNA PUEBLO FI...	JF	DESTINATION	Net 30	
ITEM	DESCRIPTION		QTY	EACH	Availability	TOTAL
PAC-1001	PAC-1001 - PERFORMANCE ADVANTAGE COMPANY HOOKLOKS CLAMP-ACTION MOUNTING BRACKET, PAIR (FOR SHOVELS, ROOF HOOK, & PINCH POINT BAR)		4	31.75		127.00
LABOR	LABOR PER HOUR (FOR INSTALLATION OF MOUNTING BRACKETS)		1	500.00		500.00
RASD-BC-000640-00	RASD-BC-000640-00 - HOSE BED COVER CUSTOM WITH VELCRO AND 1/4 TURN ATTACHMENTS		1	1,249.00		1,249.00
FREIGHT	SHIPPING		1	100.00		100.00
AER-1193	AER-1193 - AERVOE 28" SAFETY CONE 5-PACK KIT W/NYLON CONSTRUCTION, 4 LB WEIGHTED BASE, RED LED FLASHING LIGHT POWERED BY AAA BATTERIES (INCLUDED), AND STORAGE BAG		15	158.00		2,370.00
ST-90761	ST-90761 - STREAMLIGHT KNUCKLEHEAD DIV 2 - 120V/100V AC AC FAST CHARGE COLOR: ORANGE		20	192.50		3,850.00
WO-HWG-8x8.5x15	WO-HWG - WORDEN SUPER GRIPPER ALUMINUM WHEEL CHOCK, 8" X 8-1/2" X 15"		2	99.50		199.00
WO-underbody	WO-underbody - WORDEN HORIZONTAL UNDERBODY STORAGE BRACKET		6	62.75		376.50
WO-MWG	WO-MWG - WORDEN ALUMINUM CHOCK, MEDIUM		4	75.50		302.00
				TOTAL		

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LAGUNA PUEBLO FL...

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Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
WO-U612	WO-UO612 - WORDEN MWG UNDERBODY BRKT.	4	75.00		300.00
WO-Mountkit	WO-Mountkit - WORDEN MOUNTING HARDWARE FOR HORIZONTAL BRACKET	6	18.00		108.00
HAR-HSH-25NHRL-10	HAR-HSH-25NHRL-10 - HARRINGTON 2.5" X 10 FT. FLEX-LITE PVC SUCTION HOSE W/2.5" NH ROCKER LUG MALE X ROCKER LUG FEMALE COUPLINGS, WHITE HELIX	4	140.00		560.00
KO-BS25FV	KO-BS25FV - KOCEK 2.5" NST BARREL STRAINER W/FOOT VALVE	2	310.00		620.00
AM-A411.	AM-A411 - AMEREX 20# ABC FIRE EXTINGUISHER W/ALUMINUM VALVE	2	136.00		272.00
RB-234	RB-234 - R & B FABRICATION SMALL ROPE BAG - HOLDS 150 FT. TO 200 FT. OF 3/8" ROPE OR 80 FT. TO 100 FT. OF 1/2" ROPE MUST SPECIFY: RED OR ORANGE	4	30.50		122.00
PMI-RR125WO030E	PMI-RR125WO030E - PMI 1/2" X 100 FT. E-Z BEND/MAX WEAR CLASSIC RESCUE ROPE COLOR: WHITE/ORANGE	4	102.50		410.00
SP-USW7501A	SP-USW7501A - SOUTH PARK ALUMINUM UNIVERSAL SPANNER WRENCH	10	17.50		175.00
RB-439YL	RB-439YL - R&B FABRICATIONS EXTRA LARGE HYDRANT TOOL BAG COLOR: YELLOW	4	79.50		318.00
			TOTAL		

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ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS	
CHIEF JOHN GARCIA	LAGUNA PUEBLO FL..	JF	DESTINATION	Net 30	
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
PGL-8135083,36	8135083, 36" - PGI GREEN WILDLAND/FORESTRY CHAIN SAW CHAP, 5 PLY, UL CLASSIFIED 36" LENGTH	7	218.50		1,529.50
HAR-HSSW-501	HAR-HSSW-501 - HARRINGTON STORZ SPANNER WRENCHES, SET OF 4-HSSW-41-61 WITH MOUNTING BRACKET FOR 4" & 6" STORZ ITEMS MAY BE PURCHASED UTILIZING THE CITY OF ALBUQUERQUE FIRE & RESCUE FIREFIGHTING EQUIPMENT AND REPAIR CONTRACT NO. SHR000022403 8/3/2021 - QUOTE REVISED TO INCREASE QUANTITY OF STRUCTURE BOOTS 8/4/2021 - QUOTE REVISED TO COMBINE QUOTES 26946REV, 26911, & 27026REV	4	152.00		608.00
TOTAL			\$33,699.50		

NM In-State 5% Preference -
Resident Business # L0809081264

SIGNATURE _____