

7a.

Minutes 01.11.2022

Special Commission Meeting Minutes

Special Commission Meeting Tuesday, January 11th, 2022 5:00 p.m. Cibola County Commission Chambers

Daniel Torrez	Martha Garcia	Christine Lowery
Commissioner	Commissioner	Commissioner

Ralph Lucero Commissioner Robert Windhorst Commissioner

- 1. Call to Order 5:00pm
- 2. Roll Call
- 3. Pledge of Allegiance Commissioner Lucero
- 4. Prayer Commissioner Windhorst

5

- 5. Approval of Agenda
- 6. Minutes
 - a. Minutes from December 16th, 2021, Regular Commission Meeting **Removed- Tabled until 1/27/22**

7. Restructure of Commission:

- a. Resolution 22-01-Restructure of the Cibola County Commission
 - a) Nomination and Election of County Commission Chairman
 - b) Nomination and Election of 1st Vice County Commission Chairman
 - Nomination and Election of 2nd Vice County Commission Chairman
 Commissioner Windhorst motioned to keep County Commission structure as set,
 Second made by Commissioner Lowery

8. Consent Agenda - Action May Be Taken

- a. Consent Agenda: Beginning of Year Resolutions
 - a) Consideration of Resolution 22-02, Delegation of Authority to County Manager
 - b) Consideration of Resolution 22-03, Bank Depositories
 - c) Consideration of Resolution 22-04, Inspection of Records
 - d) Consideration of Resolution 22-05, Open Meetings Act (OMA)
 - e)Consideration of Resolution 22-06, Public Participation at Cibola County Commission Meetings
 - f) Consideration of Resolution 22-07, Parliamentary Procedures & Robert's Rules of Order
 - g) Consideration of Resolution 22-08, Signature Authority on Checks
 - Motion to approve items a, b, c, d, e, f, g, motioned by Commissioner Windhorst, Second made by Lowery. 5 – YES

- b. Consent Agenda: CDBG Resolutions Required to Be Updated Yearly
 - a.) Consideration of Resolution 22-09, Establishing A Local Residential Anti-Displacement, And Relocation Assistance Plan and Certification (Housing And Community Development Act, CDBG), with Exhibit 1-R
 - b.) Consideration of Resolution 22-10, Establishing A Citizen Participation Plan
 - c.) Consideration of Resolution 22-11, Establishing A Section 3 Plan with Exhibit 1-T
 - d.) Consideration of Resolution 22-12, Includes Resolution, Fair Housing Proclamation, and Self- Assessment

Motion to approve made by Commissioner Garcia. Second made by Commissioner Lucero.

- c. Consent Agenda: DWI Resolution, M.O.U. and Statement of Assurances Required for DFA LDWI FY 21 Grant Application
 - a)Consideration of Resolution 22-13 Authorizing Cibola County to Submit FY21 DWI Grant Application/Distribution Program and Delegating Authority to Cibola County Chairperson
 - b) Statement of Assurance
 - c)Memorandum of Understanding (M.O.U.) Between County of Cibola DWI Program and NM Dept. of Finance (NMDFA)

Motion to approve made by Commissioner Lowery. Second made by Commissioner Lucero.

- 9. Executive Session Removed
- 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:
- Pursuant to Section 10-15-1 (H) the following matters may be discussed in closed session:
- a. Pending or threatened litigation 10-15-1 (H) (7) **1. Cibola County vs. Jaynes, Inc.**
- 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.

10. Announcements

The Next Regular Commission Meeting will be January 27th, 2022, at 5:00p.m. The Cibola County Offices will be closed Monday, January 17th, 2022, in observation of Martin Luther King Jr. Holiday

11. Adjournment

5:18pm

PASSED, APPROVED, and **ADOPTED** this 24^h of February, 2022

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

SEAL

Date: _____



7b.

Minutes 01.27.2022

Regular Commission Meeting Minutes

Regular Commission Meeting Thursday, January 27, 2022 5:00 p.m. Cibola County Commission Chambers

Elected Officials Present Staff

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

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

1. Call to Order

5:00 pm

2. Roll Call

5 present, 3 in person, 2 by zoom (Commissioner Lowery in and out of service.)

3. Pledge of Allegiance Commissioner Lucero

4. Prayer

Commissioner Windhorst

5. Approval of Agenda Motion to approve agenda by Commissioner Windhorst Second made by Lucero. 4 – YES

6. Public Comment

Joan Klonowski

7. Minutes

a. Minutes from December 16th, 2021, Regular Commission Meeting Motion to approve by motioned by Commissioner Windhorst Second made by Garcia. 4 – YES

8. Reports

- a. Budget and Finance Report- Kate Fletcher-County Manager & Paul Ludi-Finance Director
- b. Cibola General Hospital Update-Thomas Whelan-Chief Executive Officer

9. Presentation

a. Grants Main Street Project

10. New Business – Action May Be Taken

a. Consideration of Grants Main Street ARPA Fund Request

Motion to table item a. motioned by Commissioner Windhorst Second made by Garcia. 4 – YES

b. Consideration of Resolution 2022-16 FY22 Budget Adjustment Number 3 Motion to approve item b. motioned by Commissioner Windhorst Second made by Lucero. 4 – YES

c. Consideration of Resolution 2022-17 FY22 2nd Quarter Report

Motion to approve items c. motioned by Commissioner Windhorst Second made by Garcia. 4 – YES

d. Consideration of Professional Services Contract with SCRAM Systems for Cibola County DWI Program

Motion to approve motioned by Commissioner Lucero Second made by Windhorst. 4 – YES

e. Consideration of Resolution 2022-14 Authorizing Auction and Disposal of Cibola County Computer Equipment

Motion to approve items e. by Commissioner Windhorst Second made by Lucero. 4 – YES

f. Consideration of RFP No. 2022-001 Consulting Services for Multi–Hazard Mitigation Plan

Motion to approve items f. motioned by Commissioner Lucero Second made by Commissioner Windhorst. 4 – YES

g. Consideration of Resolution 2022-15 Designating the Location of Election Day Polling Places For All Statewide Elections Conducted in 2022 and 2023

Motion to approve items g. motioned by Commissioner Windhorst Second made by Lucero. 4 - YES

h. Consideration to approve requisitions over \$20,000

- a. 2021 Durango-Melloy Dodge-Manager's Dept.-\$32,480
- b. Computer Hardware-Network Switch-Public Safety Building-\$28,429.66
- c. Computer Hardware/Software-SHI International-Public Safety Building-\$40, 950.33

Motion to approve items h.a, h.b, hc, motioned by Commissioner Lucero Second made by Windhorst. 4 – YES

i. Consideration to Procure Road Equipment for the FY23 Budget

Motion to approve items i. motioned by Commissioner Windhorst Second made by Lucero. 4 – YES

> j. Consideration of Resolution 2022-18 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority (NMFA)-2 Emergency Vehicles for Cibola County Fire Marshall

Motion to approve items j. motioned by Commissioner Lucero Second made by Windhorst. 4 – YES

k. Consideration of Resolution 2022-19 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority (NMFA)-Cibola County HVAC System

Motion to approve items k. motioned by Commissioner Torrez Second made by Windhorst. 4 – YES

1. Consideration to Publish Ordinance 2022-001 Authorizing The Execution And Delivery Of A Loan Agreement And Intercept Agreement By And Between The County And The New Mexico Finance Authority For The Purpose Of Financing The Costs Of Purchasing And Installing An HVAC System In The County Administration Building Located In Grants, New Mexico And To Fund A Loan Agreement Reserve Account.

Motion to approve item l. motioned by Commissioner Torrez Second made by Lucero. 4 – YES

11. Executive Session - NONE

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:

12. New Business-Action May Be Taken - NONE

a. Direction to Staff Regarding Cibola County vs. Jaynes, Inc.

13. Announcements

The Next Regular Commission Meeting will be February 24th, 2022, at 5:00p.m. The Cibola County Offices will be closed Monday February 21st, 2022, in observation of Presidents Day Holiday

14. Adjournment

6:49 pm

PASSED, APPROVED, and **ADOPTED** this 24^h of February 2022

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

SEAL

Date: _____



8a.

Budget and Finance Report

As of January 31st, 2022



Commission Meeting February 24, 2022 **Cibola** County

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

Kate Fletcher, County Manager





Cibola County Updates

- Finance Reports & the finalized FY22 Budget located on Finance Department webpage.
- Wendy Self in the Manager's Office is reconciled to the bank through December for Main Operating account and the Treasurer's office has the Tax operating account reconciled through November.
- 2nd Quarter Report due to DFA by January 31, 2022 was submitted on time with all necessary supporting documentation
- BAR# 3 was approved by DFA already
 - Fire Marshal Loan fully executed







Bond A, Bond B. General Fund &
Investment Balances Noad reserves Investment Balances \$5,273,48.124 \$5,270,189 \$1,5 \$5,318,551.27 \$0.000 \$613 \$5,318,551.27 \$0.000 \$613 \$13,551.27 \$0.000 \$613 \$113,551.27 \$0.000 \$613 \$113,551.27 \$0.000 \$613 \$113,551.27 \$0.000 \$132 \$210,678.26 \$0.000 \$212 \$213,792.78 \$0.000 \$213 \$219,792.78 \$0.000 \$213 \$219,792.78 \$0.000 \$213 \$213,792.78 \$0.000 \$213 \$213,613.11 \$0.000 \$213 \$2490,678.36 \$0.000 \$213 \$313,018.81 \$0.000 \$313 \$5490,571.13 \$0.000 \$313 \$519,585.11 \$0.000 \$313 \$519,585.11 \$0.000 \$313 \$519,585.11 \$0.000 \$314 \$519,585.11 \$0.000 \$314 \$519,585
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	PURPOSE	Need to cover current deficits and will not be using remainder of budget in that account.	Need to cover current deficits and will not be using	remainer of budget in mat account. Need to cover current deficits and will not he using	remainder of budget in that account.	Need to cover current deficits and add additional for	more future trainings.	\$9,000.00 Had large expenses for tires	Replaced turbo and major engine repair	need to cover current dencits and additional to more future trainings.	Need to cover current deficits and additional for	Purchase new vehicle using revenue from sale of	county property	\$6,000.00 Reduce training to increase office supplies	\$13,000.00 Increase office supplies	Provide coverage for remainder of 2022 Maintenance costs. Includes Microsoft Enterprise 365, Stonefly 80TB Immutable & Air-Gap USO object storage for Veeam and 2 HC380 node HPE software & annual support for existing core network.	Realign budget authority for more training	NM Edge classes and need budget for floodplain	Manager connerences Need additional tool mirchases	eta DAD An Mood additional tool nurchases	Transferred in \$100,000 needed for operating	Address accounts in the deficit	\$10,163.64 Address accounts in the deficit	Address accounts in the deficit	\$125,372.57 Address accounts in the deficit	\$1,758.00 Postponing a planned computer purchase until FY23.	\$3,550.00 Increased training and travel through May.	Increased training and travel through May.	\$9,696.00 underestimated utilities at Lobo Canyon VFD	\$9,500.00 underestimated utilities at Lobo Canyon VFD	Server power supply for web payments and TYLER support	Server power supply for web payments and TYLER	536,400.00 Support 6420.000.00 Need a water softmer installed	\$120,000,00 Need a water softner installed	re-evaluation on needs between planning and	construction	re-evaluation on needs between planning and construction
ADJUSTED	BUDGET	\$0.00	6400 20		\$0.00		\$684.00		\$30,000.00	\$5,687.00	1		\$182,480.00	\$6,000.00	\$13,000.00	\$230,000.00	\$32,000.00			612 000 00	\$200,000.00		\$10,163.64	\$12,000.00	\$125,372.57	\$1,758.00	\$3,550.00	\$892.00	\$9,696.00	\$9,500.00	\$8.000.00 support		\$35,400.00	\$1 £70 000 00	222	\$300,000.00 construction	\$350,000.00 construction
ADJUSTMENT		(\$1,000.00)	16E 640 641	(10.010,0¢)	(\$7,000.00)		\$684.00	\$4,000.00	\$20,000.00	\$4,187.00	\$\$ 000 00		\$32,480.00	(\$4,000.00)	\$4,000.00	\$55,000.00	(\$2.000.00)	00 000 04	\$2,000.00	(00000 + 3	\$100.000.00	(\$29.036.21)	(\$15,836.36)	\$4,500.00	\$40,372.57	(\$3,242.00)	\$2,550.00	\$692.00	(\$3,500.00)	\$3,500.00	(\$7.000.00)	00000	\$1,000.00	(00,000,01¢)	222	\$200,000.00	(\$200,000.00)
APPROVED	BUDGET	\$1,000.00	66 400 00	00'001 '0¢	\$7,000.00		\$0.00	\$5,000.00	\$10,000.00	\$1,500.00	¢10 000 00		\$150,000.00	\$10,000.00	\$9,000.00	\$175,000.00	\$34.000.00		\$2,300.00	000000 cra	\$100.000.00	\$68,600.00	\$26,000.00	\$7,500.00	\$85,000.00	\$5,000.00	\$1,000.00	\$200.00	\$13,196.00	\$6,000.00	\$15.000.00		\$25,400.00	\$123,000.00	00.000,000,14	\$100,000.00	\$550,000.00
DESCRIPTION	OF ACCOUNT	Uniforms			1/4% Fire Protection		Mileage & Per Diem	Vehicle Expense	Equipment Maint. & Repair	Training and Staff Development	Cafety Equipment		Capital Outlay	Training & Staff Development	Office Equipment & Supplies	Equipment, Maintenance & Repair	Office Equipment & Supplies		Iraining & start Development	Equipment manuemente and help	Salety Equipment Road Construction and Maintenar	Rental Of Equipment	Repair to Buildings	Infrastructure Perform Bond Depo	Equip. Operation Expense	Office Equipment & Supplies	Mileage & Per Diem	Training	Safety Equipment	Utilities	Temn Salaries		Equipment Maint. & Kepair	Califies		Armory Planning and Design	651-085-460-00026 Construction on Armory
CIBOLA COUNTY	ACCOUNT#	427-018-464-00127		421-010-404-00023	427-018-464-00038				427-018-464-00012	427-018-464-00098	1		401-004-402-00028	401-004-402-00098	401-004-402-00009	401-004-412-00012			401-004-415-00098		424-016-432-00080	-	-	T	402-014-416-00076	418-018-429-00009	418-018-429-00010	1		1					07000-000-010-104	651-085-460-00016	651-085-460-00026
DFA	ACCOUNT #	20900-3002-56110		20200-3002-34010	20900-3002-57999				20900-3002-54050	20900-3002-57050	2000-2002-55000		11000-2001-58999	11000-2001-57050	11000-2001-56020				11000-2012-5/050		20400-5001-57999	T			20400-5001-56040	#N/A	20900-3002-53030								0100-04010	30300-2002-58999	30300-2002-58999
EXPENDITURE	or FROM)	Expenditure		Expenditure	Expenditure		Expenditure		Expenditure	Expenditure			Expenditure	Expenditure							Expenditure					Expenditure							Expenditure		Expenditure		
COUNTY	DEPARTMENT	El Morro VFD		EI MOITO VFU	El Morro VFD				El Morro VFD	El Morro VFD			Manager	Manager			anning				Cubero VFD Road					Candy Kitchen VFIExpenditure	Candy Kitchen VFIExpenditure	Candy Kitchen VFIExpenditure	Lobo Canvon VFD Expenditure	Lobo Canvon VFD Expenditure	Treasurer				Maintenance	Capital Appropriat Expenditure	Capital Appropriat Expenditure
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Slide Outline and Notes of Cibola County Finance Report

From July 1, 2021 through January 31, 2022 Finance Report

Commission Meeting February 24, 2022

Finance Report Cover Page

Cibola County Updates

- Finance Reports & the finalized FY22 Budget located on Finance Department webpage.
- Wendy Self in the Manager's Office is reconciled to the bank through January 31st for the Main Operating account and the Treasurer's office has the Tax operating account reconciled through November.
- 2nd Quarter Report was submitted on time and correctly to DFA by January 31, 2022 with all supporting documentation
- BAR #3 that was submitted with the 2nd quarter report has already been approved by the state.
- The NMFA loan for two fire vehicles has been fully executed and Fire Marshal

GRT Tracker

Here is our Gross Receipts history and the red line designates this fiscal year's GRT up through January 31st.

Our budgeted projection is that bold straight yellow line.

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 and are dedicated by ordinance:

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.

GRT Tracker – All Entities

This slide is to show how the County's GRT compares to our surrounding municipalities. It appears we all are trending upwards after the initial COVID scare.

Property Taxes

We are on track with our property tax collections. The county portions are shown here. We have already hit our budget authority ceiling with our delinquent taxes and I will get that on the budget adjustments next month.

January 31, 2022 - Monthly Report

Here is our January 31, 2022 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 so we will not dip into them. Our general fund is in great shape and we are strong with operating cash.

Our adjustments are just accounts receivables and payables.

Our transfers equal zero which is mandatory.

There two fund deficits are fine for now. If we don't receive our reimbursements by the third quarter we will address them at that time.

We meet all DFA reporting requirements and our internal reports match the reporting to DFA.

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 and gives us our investments.

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

BAR #4 Resolution 2022-20

This is the first page of budget adjustments I am recommending. They were requested by the departments for clean up of their budgets and to get them through the rest of the year (hopefully). The purpose for these adjustments are listed on the right side of the form. If there is an S on the left side it represents an increase/decrease which will also need DFA approval. The L's on the left column are local budget adjustments which are a realignment of current budget authority.

Monthly Multiple Choice

- What is the primary financial control device used in government?
- <u>A</u> Procurement
- <u>B</u> The Budget
- <u>C</u> Generally Accepted Accounting Principles (GAAP)
- <u>**D**</u> The audit
- Answer: <u>B</u> The budget. The governing body/state approved budget with an accompanying system of budgetary accounting. The budget is law pursuant to NMSA 1978 Section 6.6.2.

The End – Questions???



8b.

Tyler Software

Software Upgrade-Jessie and Mindy

Please see item 9e. For Purchasing Information



8z.

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



Monday February 7, 2022

- To: Kate Fletcher County Manager
- Fr: Edward Salazar Road Superintendent
- *Re:* Monthly Report: 1/01/22 1/31/22 (January)

<u>Regular Maintenance</u>

Blade & Shape

<u>Road</u>

Description

Miles

<i>C1</i>	Marquez Road	4.208
C48A	Timberlake Road	16.400
<i>C48</i>	Mallery Road	9.000
<i>C</i> 47	Mesa Ridge Road	7.148
<i>C63</i>	Anaconda Road	4.900
<i>C</i> 15	Rinconada Road	1.652
	Total Miles	43.308

Special Projects

<i>C1</i>	Marquez Rd Clean culverts, clean out stock tank, build stock pile for road, haul dirt, road repair.
<i>C52</i>	El Gallo Rd Construct roadway, haul off dirt overburden to stockpile in San Rafael, cut trees along fenceline, breakup rocks and move, haul gravel.
<i>C48</i>	Mallery Rd. Sign repair, repair cattle guard.
<i>C</i> 5	Moquino-LaJoya Loop - Sign repair.
<i>C</i> 17	Mt. Taylor Addition - Shoulder repair.

Snow Removal

C49 Zuni Canyon Rd.

C30 Bluewater South

County Cattle Guard, Culvert & Bridge Inventory All County Roads.

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 January 2022

	UNLEADED												
UNIT #	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	τα	DTAL COST						
127	G-18473	0.73	4.92	116	23.600	\$	85.08						
128	G-18464	#VALUE!	#VALUE!	N/U	0.000	\$	-						
130	G-15638	#VALUE!	#VALUE!	N/U	0.000	\$	-						
131	G-29800	#VALUE!	#VALUE!	N/U	0.000	\$	=						
133	G-23696	0.92	4.25	550	129.400	\$	507.73						
138	G-95862	0.28	13.50	1,156	85.600	\$	329.01						
139	G-57384	#VALUE!	#VALUE!	N/U	0.000	\$	-						
140	G-57619	#VALUE!	#VALUE!	N/U	0.000	\$	-						
141	G-57618	0.17	18.68	753	40.300	\$	131.02						
146	146	#VALUE!	#VALUE!	N/U	0.000	\$	#						
147	G-66164	#VALUE!	#VALUE!	N/U	0.000	\$	-						
148	G-66165	0.19	16.96	848	50.000	\$	161.04						
150	G-70482	0.23	14.06	1,056	75.100	\$	240.01						
151	G-78718	0.25	12.63	888	70.300	\$	225.41						
152	G-64239	0.22	14.51	1,191	82.100	\$	264.69						
153	G-86952	0.14	22.89	879	38.400	\$	124.00						
154	G-86953	0.12	25.82	1,487	57.600	\$	185.52						
155	G-86954	#VALUE!	#VALUE!	N/U	0.000	\$	-						
156	Diesel Air Copmpressor	0.00	#DIV/0!	11	0.000	\$	-						
157	G-91750	#VALUE!	#VALUE!	N/U	0.000	\$	=						
		1	TOTAL GAS	S	652.400	\$	2,253.51						

			DIES	EL FUEL			
UNIT #	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	то	TAL COST
137	G-50237	0.21	19.64	542	27.600	\$	114.00
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	0.90	4.48	516	115.300	\$	465.06
215	G-67372	#VALUE!	#VALUE!	N/U	0.000	\$	-
216	G-67371	#VALUE!	#VALUE!	N/U	0.000	\$	
217	G-70782	0.52	7.95	361	45.400	\$	189.06
218	Distributor	#VALUE!	#VALUE!	N/U	0.000	\$	54
219	Water Truck	#VALUE!	#VALUE!	N/U	0.000	\$	-
220	New Transport	1.17	3.39	926	273.100	\$	1,083.30
221	New Dump Truck	0.73	5.55	1,493	269.200	\$	1,093.28
222	New Dump Truck	0.65	6.50	530	81.500	\$	345.68
305	305	#VALUE!	#VALUE!	N/U	0.000	\$	=
306	306	#VALUE!	#VALUE!	N/U	0.000	\$	
307	307	19.75	0.21	56	265.500	\$	1,106.19
308	308	4.73	0.85	42	49.500	\$	198.77
309	309	#VALUE!	#VALUE!	N/U	0.000	\$	=
310	310	4.77	0.86	3	3.500	\$	14.31
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	6.35	0.66	40	61.000	\$	254.01
416	416	16.81	0.25 [.]	27	107.500	\$	453.96
417	417	10.69	0.38	77	201.800	\$	823.37
418	418	#VALUE!	#VALUE!	N/U	0.000	\$	-
419	419	12.00	0.34	50	146.500	\$	600.00
420	420	13.41	0.30	58	194.700	\$	777.61
501	501	4.55	0.88	33	37.500	\$	150.00
525	525	#VALUE!	#VALUE!	N/U	0.000	\$	=
Extra Fuel	Front Office Truck 13245- G	#VALUE!	#VALUE!	N/U	0.000	\$	-
Extra Fuel		#VALUE!	#VALUE!	N/U	0.000	\$	-
	<u> </u>	TC	OTAL DIES	EL	1879.600	\$	7,668.60

*N/U = NOT USED



9a.

Resolution 22-20

FY22 Budget Adjustment No. 4

Cibola County Commission

Daniel J. Torrez, Chairman Martha Garcia, 1st Vice-Chair Christine Lowery, 2nd Vice-Chair Ralph Lucero, Commissioner Robert Windhorst, 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. 2022-20 BAR #4

Fiscal Year 2022

- **WHEREAS,** the Board of County Commissioners of the County of Cibola is the duly constituted governing body of the County and serves *ex officio* as the County Board of Finance with authority for establishing, monitoring, and adjusting the County's budget; and
- **WHEREAS,** budget adjustments are required to establish correct beginning cash balances; allow for new transfers; to allow for budget increases and decreases to revenues and expenditures to offset any unanticipated revenues and/or expenditures; and to correct amounts when required; and
- WHEREAS, the budget adjustments and the associated line items with amounts stated on the <u>attached</u>, *Schedule of Budget Adjustments 2022-20A is* essential.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of the COUNTY OF CIBOLA, STATE OF NEW MEXICO, ex officio COUNTY BOARD OF FINANCE that the adjustments included in this document are deemed necessary to the operations of the County for the 2022 fiscal year ending June 30, 2022.

PASSED, APPROVED and ADOPTED by the governing body at a regular meeting on the 24th day of February, 2022.

THE BOARD OF COUNTY COMMISSIONERS:

Daniel Torrez, Chairman

Martha Garcia, 1st Vice-Chair

Dr. Christina Lowery, 2nd Vice-Chair

Michelle E Dominguez, County Clerk

ATTEST:

Robert Windhorst, Commissioner

Ralph Lucero, Commissioner

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

Page 1 of Provide coverage for remainder of 2022 Maintenance Replaced turbo and major engine repair Need to cover current deficits and add additional for Postponing a planned computer purchase until FY23. remainder of budget in that account. Need to cover current deficits and add additional for Need to cover current deficits and add additional for \$1,758.00 Postponing a planned computer purchase until FY2: \$3,550.00 Increased training and travel through May. \$892.00 Increased training and travel through May. \$9,696.00 Underestimated utilities at Lobo Canyon VFD \$9,500.00 Underestimated utilities at Lobo Canyon VFD Server power supply for web payments and TYLER remainder of budget in that account. Need to cover current deficits and will not be using Veed to cover current deficits and will not be using Need to cover current deficits and will not be using Server power supply for web payments and TYLER costs. Includes Microsoft Enterprise 365, Stonefly 80TB Immutable & Air-Gap USO object storage for Purchase new vehicle using revenue from sale of Veeam and 2 HC380 node HPE software & annual support for existing core network. Realign budget authority for more training NM Edge classes and need budget for floodplain \$4,900.00manager conferences\$12,000.00Need additional tool purchases\$13,000.00Need additional tool purchases\$30,000.00Transferred in \$100,000 needed for operating\$39,563.79Address accounts in the deficit\$10,506.40Address accounts in the deficit\$12,000.00Address accounts in the deficit\$12,000.00Address accounts in the deficit\$12,5,372.57Address accounts in the deficit construction re-evaluation on needs between planning and re-evaluation on needs between planning and \$182.480.00 county property \$6,000.00 Reduce training to increase office supplies \$13,000.00 Increase office supplies remainder of budget in that account. PURPOSE \$36,400.00 support \$120,000.00 Need a water softner installed \$1,670,000.00 Need a water softner installed \$684.00more future trainings.\$9,000.00Had large expenses for tires\$30,000.00Replaced turbo and major en more future trainings. more future trainings. construction support \$230,000.00 \$ \$0.00 \$0.00 \$15,000.00 \$483.39 \$5,687.00 \$8,000.00 \$300,000.00 \$350,000.00 ADJUSTED BUDGET \$684.00 \$4,000.00 \$20,000.00 \$32,480.00 (\$4,000.00) \$4,000.00 (\$1,000.00) \$1,000.00 \$100,000.00 \$4,500.00 \$40,372.57 \$2,550.00 \$692.00 \$3,500.00 (\$7,000.00) (\$200,000.00) (\$1,000.00) (\$5.616.61 (\$7,000.00) \$4,187.00 \$5,000.00 \$55,000.00 \$2,000.00 (\$3,242.00) \$7,000.00 \$15,000.00 \$200,000.00 ADJUSTMENT \$0.00 \$5,000.00 \$10,000.00 \$150,000.00 \$10,000.00 \$9,000.00 \$175,000.00 \$34,000.00 \$2,900.00 \$13,000.00 \$12,000.00 \$100,000.00 \$68,600.00 \$7,500.00 \$85,000.00 \$85,000.00 \$85,000.00 \$1,000.00 \$200.00 \$13,196.00 \$6,000.00 \$29,400.00 \$135,000.00 \$1,655,000.00 \$1,000.00 \$6,100.00 \$7,000.00 \$1,500.00 \$10,000.00 \$5,000.00 \$15,000.00 \$550,000.00 \$100,000.00 APPROVED BUDGET 424-018-432-00012 Equipment Maintenance and Repai 424-018-432-00082 Safety Equipment 402-014-416-00038 Reval Construction and Maintenam 402-015-416-00013 Reval of Buildinment 402-015-416-00013 Repair to Buildings 402-014-416-33000 Infrastructure Perform Bond Depos 402-014-416-00076 Equip. Operation Expense Equipment, Maintenance & Repair Training and Staff Development
 401-004-402-00028
 Capital Outlay

 401-004-402-00098
 Training & Staff Development

 401-004-402-00009
 Office Equipment & Supplies
 418-018-429-00009 Office Equipment & Supplies 418-018-429-00010 Mileage & Per Diem 418-018-429-00098 Trainim Training & Staff Development Office Equipment & Supplies Armory Planning and Design 427-018-464-00010 Mileage & Per Diem 427-018-464-00011 Vehicle Expense 427-018-464-00012 Equipment Maint. & Repair Equipment Maint. & Repair DESCRIPTION OF ACCOUNT Construction on Armory Utilities Repairs to Buildings 1/4% Fire Protection Repair to Buildings Safety Equipment 409-018-423-00082 Safety Equipment Temp Salaries Uniforms Utilities 401-004-412-00012 401-004-415-00009 401-004-415-00098 427-018-464-00082 401-004-406-00004 401-004-406-00012 651-085-460-00016 **CIBOLA COUNTY** 427-018-464-00023 427-018-464-00038 427-018-464-00098 401-010-403-00025 401-010-403-00023 427-018-464-00127 409-018-423-00025 651-085-460-00026 ACCOUNT# 20900-3002-56110 20900-3002-54010 20900-3002-54040 20900-3002-54050 20900-3002-57050 20900-3002-56090 11000-2001-57050 11000-2001-56020 11000-2011-54050 20400-5001-57999 20400-5001-57130 20400-5001-54010 20400-5001-57999 20900-3002-53030 20900-3002-57050 11000-1006-51050 11000-1006-54050 11000-2006-57170 11000-2006-54010 20900-3002-57999 11000-2001-58999 11000-2012-56020 11000-2012-57050 20900-3002-54050 20900-3002-56090 20400-5001-56040 20900-3002-56090 20900-3002-57170 30300-2002-58999 30300-2002-58999 ACCOUNT # ¥N/A DFA A/N# EXPENDITURE TRANSFER (TO or FROM) Cibola County FY 2021-22 2022-20 2022-20A REVENUE Expenditure Capital Appropriat Expenditure Expenditure Capital Appropriat Expenditure Expenditur Candy Kitchen VFI Candy Kitchen VFI Candy Kitchen VFI Candy Kitchen VFI Lobo Canyon VFD Lobo Canyon VFD DEPARTMENT El Morro VFD El Morro VFD El Morro VFD COUNTY El Morro VFD Planning Cubero VFD Maintenance Maintenance Cubero VFD Treasurer Treasurer Planning Manager Manager Manager Road Road Road Road Road E RESOLUTION #: BAR SCHEDULE: TYPE OF BAR LOCAL (L) OR STATE (S) ENTITY NAME: FISCAL YEAR: S S S SO S S S S _ _ _

Date

Board Chairman

Date

County Clerk

ATTEST:



9b.

FY22 Professional Services Contract

Economic Development

PROFESSIONAL SERVICES CONTRACT

CIBOLA COUNTY

THIS AGREEMENT is made and entered into by and between the County of Cibola, hereinafter referred to as the "County" and Cibola Communities Economic Development Foundation, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. <u>Scope of Work.</u>

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

2. <u>Compensation.</u>

A. The County shall pay to the Contractor in full payment for services satisfactorily performed Forty Thousand Dollars and no cents (\$40,000.00) annually, to be invoiced in equal monthly amounts after performance of the services. No New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$40,000.00. In no event will the Contractor be paid any amount more than the specified total amount payable without this Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

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

3. <u>Term.</u>

This Agreement is for one (1) year from the date of approval by the Cibola County Board of County Commissioners.

4. <u>Termination.</u>

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

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

5. <u>Appropriations.</u>

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

6. <u>Status of Contractor.</u>

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

7. <u>Assignment.</u>

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

8. <u>Subcontracting.</u>

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. <u>Release.</u>

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

10. Confidentiality.

To the extent permitted by the New Mexico Open Meetings Act, Section 10-15-1 et seq., and the Inspection of Public Records Act, NMSA 1978, Section 14-2-1 et. seq., Economic Development Board members are required to sign and be bound by a Non-Disclosure Agreement/Confidentiality Agreement, and are required to keep confidential information provided at CCEDF board meetings.

11. Product of Service -- Copyright.

N/A

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

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

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

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

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

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

13. <u>Amendment.</u>

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

14. Merger.

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

15. <u>Penalties for violation of law.</u>

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

16. Equal Opportunity Compliance.

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

17. <u>Applicable Law.</u>

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

18. <u>Workers Compensation.</u>

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

19. Records and Financial Audit.

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

20. Disclaimer and Hold Harmless.

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

21. Indemnification.

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

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. <u>Authority.</u>

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

25. <u>Lobbying.</u>

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

26. <u>Approval of Contractor Personnel.</u>

N/A

27. <u>Survival.</u>

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

28. <u>Succession.</u>

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

29. <u>Force Majeure.</u>

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

30. <u>Mediation.</u>

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

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Cibola County Manager, pursuant to the Manager's delegated authority. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. <u>Attorney's Fees.</u>

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

33. <u>Cooperation.</u>

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

34. Incorporation and Order of Precedence.

The contractor's proposal is incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

- 1. Any contract amendment(s), in reverse chronological order; then
- 2. this contract itself; then
- 3. the Request for Proposals; then
- 4. the Contractors Best and Final Offer(s), in reverse chronological order;

then

- 5. the contractor's proposal; then
- 6. the contractor's standard agreement terms and conditions (which may or may not

have been submitted as part of the contractor's proposal).

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

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

under this agreement, the contractor agrees to reimburse the County of Cibola for all costs, attorneys' fees, and the amount of the judgment. To qualify for such defense and/or payment, the County of Cibola shall:

i. give the contractor prompt written notice of any claim,

ii. allow the contractor to control the defense or settlement of the claim; and

iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

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

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

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

36. Notices.

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

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

To the Contractor: Eileen Chavez Yarborough, Executive Director, Cibola Communities Economic Development Foundation /210 East Santa Fe Avenue// P.O. Box 277//Grants, NM 87020

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

2. 2 Arboray Date: 10/28/2021 By: Contractor

Printed Name: Eileen Chavez Yarborough, Executive Director Address: PO Box 277, Grants, NM 87020

By:

Date:

Cibola County Manager

.

Printed Name: Kate FletcherAddress:700 East Roosevelt Avenue, Grants, NM 87020

By:

Date:

Printed Name: Wendy Self

Cibola County Certified Purchasing Officer

Address: 700 East Roosevelt Avenue, Grants, NM 87020

APPROVED, ADOPTED AND PASSED on this 24th day of February, 2022.

BOARD OF COUNTY COMMISSIONERS

Daniel Torrez, Chairman

Martha Garcia, 1st Vice Chairman

Christine Lowery, 2nd Vice-Chairman

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

Attachment 1

Scope of Work

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

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

1. Plan strategies to encourage expansion and retention of existing business to strengthen economic tax base in service area.

2. Identify and target new businesses and industries to the region in collaboration with CCEDF Board and state/regional resource organizations.

3. Increase local employment opportunities.

4. Promote region as a viable option for location of business/industry interested in locating here, including but not limited to, skills such as

- develop a portfolio of regional resources;
- develop a marketing team or community persons to meet with prospective businesses and industries seeking region as possible site location
- develop website to market region.

5. Represent service area at meetings, presentations, trade shows and through development of proposals and promotional materials, in collaboration/cooperation with City/County/Village officials to ensure support and coordinated economic development efforts.

6. Collaborate and cooperate ED activities with appropriate local entities. i.e. Chamber of Commerce, City/County/Village departments, Council of Governments, other governmental agencies, private enterprise, civic/local nonprofit groups, and the general public. May coordinate with others such as Public Schools/ Community College/TANF/Workforce Solutions) to address workforce and training issues.

7. Maintain inventory of pertinent information and statistics on all aspects of service area; and maintain a database of business partners, i.e. electric coop, college, public schools, available land and building sites, transportation resources.

8. Participate in regional/statewide activities that promote region to the development community and to business prospects.

9. Develop yearly economic development work plan in collaboration with CCEDF Board of Directors.

10. Prepare and administer annual CCEDF budget.

11. Support state/federal/private grant writing initiatives that support economic and community development for service area.

12. Provides minimum of bi-annual reports to funding entities regarding CCEDF activities.

13. Ability to plan/organize/implement town hall meetings, public forums, etc.

14. Work with a county employee one day a week to assist with moving projects forward – i.e. collecting information from zoning inquiries, research needed to validate projects, updating databases (land, building, businesses, industries), and assist with county wide communications.

15. Quarterly verbal and written reports to Cibola County Commission, City of Grants and Village of Milan.



9c.

Resolution 22-19

NMFA Loan-Cibola County HVAC System

No Back-up Documentation Provided



9d.

Ordinance 22-001

NMFA Loan-Cibola County HVAC System

No Back-up Documentation Provided



9e.

Tyler Software Upgrade

To Purchase to Upgrade Service For All County Dept. Using Tyler Software



INVESTMENT SUMMARY

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Services

Third-Party Products

Travel

Total One-Time Cost

\$ 680,736

\$ 15,728

\$ 59,809

\$ 66,975

\$ 17,998

\$ 326,881

\$ 268,882

Annual Recurring Fees/SaaS

Tyler Software Maintenance

2021-293244-L6V1V4

tyler technologies

Quoted By: Quote Expiration: Quote Name:

Charles Olson 5/21/22

> **Sales Quotation For:** Cibola County Sheriff 114 McBride Rd Grants NM 87020-9732 Phone: +1 (505) 876-2040

Tyler Software

				Year One
Description	License	Discount	Discount License Total	Maintenance
New World Public Safety				
Computer Aided Dispatch				
New World Enterprise Fire/EMS Single & Multi-Jurisdictional CAD	\$ 24,600	\$ 6,150	\$ 18,450	\$ 3,875
BOLOS	\$ 3,200	\$ 800	\$ 2,400	\$ 504
CAD Auto Routing	\$ 4,800	\$ 1,200	\$ 3,600	\$ 756
CAD AVL	\$ 4,800	\$ 1,200	\$ 3,600	\$ 756
Service Vehicle Rotation (Wrecker, Ambulance)	\$ 4,800	\$ 1,200	\$ 3,600	\$ 756
Unit Management	\$ 8,000	\$ 2,000	\$ 6,000	\$ 1,260
Web CAD Monitor	\$ 8,000	\$ 2,000	\$ 6,000	\$ 1,260
E-911 Interface	\$ 4,800	\$ 1,200	\$ 3,600	\$ 756
NG911 Interface (text to 911)	\$ 8,000	\$ 2,000	\$ 6,000	\$ 1,260
CAD NCIC Interface	\$ 7,200	\$ 1,800	\$ 5,400	\$ 1,134
Pre-Arrival Ouestionnaire Interface	\$ 4,800	\$ 1,200	\$ 3,600	\$ 756
CAD Data Mart / Includes 2 users	\$ 1,600	\$ 400	\$ 1,200	\$ 252
Total	\$ 84,600	\$ 21,150	\$ 63,450	\$ 13,325
Law Enforcement Records Management System				
New World Enterprise Law Enforcement Records	\$ 64,000	\$ 16,000	\$ 48,000	\$ 10,080
Bookings	\$ 2,000	\$ 500	\$ 1,500	\$ 315
Equipment and Inventory	\$ 2,000		\$ 1,500	\$ 315
Pawn Shops	\$ 1,000	\$ 250	\$ 750	\$ 158

2021-293244-L6V1V4

Permits (Guns) Tyler Content Manager (TCM)	Total	\$ 2,000 \$ 5,000 \$ 76,000	\$ 500 \$ 1,250 \$ 19,000	\$ 1,500 \$ 3,750 \$ 57,000	\$ 315 \$ 788 \$ 11,971
Fire Records Management System					
New World Fire Records Software NFIRS 5.0 Electronic Reporting Data Analysis/Management Reporting (FRMS) Equipment Tracking and Maintenance Fire Permits Inventory (FRMS) Vehicle Tracking and Maintenance (FRMS)	Total	\$ 13,500 \$ 6,400 \$ 4,800 \$ 4,800 \$ 4,800 \$ 4,800 \$ 4,800 \$ 4,800 \$ 45,100	\$ 3,375 \$ 1,600 \$ 1,200 \$ 1,200 \$ 1,200 \$ 1,200 \$ 1,200 \$ 1,200 \$ 11,275	\$ 10,125 \$ 4,800 \$ 3,600 \$ 3,600 \$ 3,600 \$ 4,500 \$ 3,600 \$ 3,825	\$ 2,126 \$ 1,008 \$ 756 \$ 756 \$ 756 \$ 945 \$ 7,103 \$ 7,103
Mobile					
New World Mobile Server Software Law Enforcement Mobile Site License -ShieldForce LE Dispatch -LE Dispatch/Messaging/State/NCIC -Drivers License Mag Stripe Reader/Barcode Reader Interface		\$ 48,000 \$ 30,250	\$ 12,000 \$ 7,563	\$ 36,000 \$ 22,687	\$ 7,560 \$ 4,764
-Iviugsnot image Download -LE In-Car Mapping / AVL					
-LE In-Car Routing					¢ 7 70L
Fire/EMS Mobile Site License -CrewForce - Fire Dispatch		\$ 22,000	00c,c ¢	UUC,01 ¢	5 5,400
-Fire Dispatch/Messaging					
-Fire In-Car Mapping / AVL -Fire In-Car Routing					
Field Reporting Site License		\$ 30,250	\$ 6,050	\$ 24,200	\$ 5,082
-LE Field Reporting -LE Accident Reporting					
-Field Investigation Field Reporting					
-MCT Ticket Writer					
-Stop Data Reporting	Total	\$ 130,500	\$ 31,113	\$ 99,387	\$ 20,871
Other Software					
Workstation License	Total	\$ 0 \$ 0	\$ 0 \$ 0	\$ 0 \$ 0	0 \$ 0 \$
SoftCode					-
Softcode CivilMobile Client License (access from the field) [2]		\$ 5,250	\$ 0	\$ 5,250	\$ 1,103
2021-293244-L6V1V4				Ра	Page 2

Softcode CivilServe Civil Process System	Total		\$ 9,970 \$ 15,220	\$ 0	\$ 9,970 \$ 15,220	\$ 2,094 \$ 3,197
	Sub-Total <u>Less Discount</u> TOTAL		\$ 351,420 <mark>\$ 82,538</mark> \$ 268,882		\$ 268,882 \$ 268,882	\$ 56,467 <mark>\$ 56,467</mark> \$ 0
Annual / SaaS						
Description New World Public Safety				Fee	Discount	Annual
Hosting						
Mobility Hosting Annual Fee				\$ 3,000	\$ 0	\$ 3,000
Recurring Costs						
Data Archive				\$ 1,500	\$0	\$ 1,500
Other Software						
MobileEyes Inspector				\$ 10,140	\$ 0	\$ 10,140
MobileEyes Inspector Plus - Silver (Invoicing Add-On)				\$ 588	\$ 0	\$ 588
MobileEyes Onboard Codes - ICC (use code template)				\$ 500	\$ 0	\$ 500
MobileEyes Product Integration - New World				\$ 0	\$ 0	\$ 0
	TOTAL					\$ 15,728
Services						
Description		Quantity	Unit Price	Discount	Total	Maintenance
New World Public Safety						
Project Management Standard Sustam Assurance and Software Installation			\$ 64,160 \$ 9.280	\$ 0 \$ 0	\$ 64,160 \$ 9,280	\$ 0 \$
Mobility Implementation		-	\$ 2,320	\$ 0	\$ 2,320	\$ 0
GIS Implementation		1	\$ 22,620	\$ 0 \$	\$ 22,620 5 1250	0 ý ý
Decision Support Software Implementation NCIC Installation			\$ 14,500	0 ¢	\$ 4,500 \$ 14,500	0 \$ 0
2021-293244-L6V1V4						Page 3

Combined or Fire/EMS CAD Configuration (up to 2 PSAPs) CAD Training (10 users ea.)		\$ 13,050 \$ 4.350	\$ 0 \$ 0	\$ 13,050 \$ 4.350	\$ 0 \$ 0
CAD Go-Live Support	1	\$ 8,700		\$ 8,700	
Web CAD Monitor Installation	H	\$ 1,160		\$ 1,160	
E-911 Interface Installation	ᠳ	\$ 1,160		\$ 1,160	
NG911 Interface Installation	ч	\$ 580		\$ 580	
Pre-Arrival Questionnaire Interface Installation	Ч	\$ 1,160		\$ 1,160	
Law Enforcement Records Configuration (up to 5 agencies)	⊣	\$ 8,700		\$ 8,700	
Law Enforcement Records Training (includes 10 trainers ea.)	⊣	\$ 4,350		\$ 4,350	
Law Enforcement Records Go-Live Support	ᠳ	\$ 4,350		\$ 4,350	
Fire Records Configuration (up to 10 agencies)	-	\$ 8,700		\$ 8,700	
Fire Records Training (includes 10 trainers ea.)	ᠳ	4		\$ 4,350	
Fire Records Go-Live Support	ᠳ	\$ 4,350		\$ 4,350	
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field					
Based Reporting Configuration	÷	\$ 14,500	\$ 0	\$ 14,500	\$ 0
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field					
Based Reporting Training (10 trainers ea.)	←1	\$ 8,700	\$ 0	\$ 8,700	\$ 0
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field					
Based Reporting Go-Live	-	\$ 8,700		\$ 8,700	
Interface to Odyssey Courts	←	\$ 0		\$ 0	
Custom Interface Axon Body Cameras	Ч	\$ 28,800		\$ 28,800	
Softcode Business Analysis and Process Planning		\$ 4,896		\$ 4,896	
Softcode Configuration and Deployment	Ч	\$ 4,368		\$ 4,368	
Softcode Personalization & Report Customization	H	\$ 7,280	\$ 0	\$ 7,280	\$ 0
Softcode Current and Future State Analysis	Ч	\$ 1,632		\$ 1,632	
Softcode Implementation Consultant	Ч	\$ 3,264		\$ 3,264	
Softcode Project Management	-	\$ 13,056		\$ 13,056	
Softcode Training	Ч	\$ 7,500		\$ 7,500	
MISC Custom Software	1	\$0		\$ 0	
MobileEyes Training Services - SmartDraw	1	\$ 740		\$ 740	
MobileEyes Training Services - Inspector/Plus	-	\$ 1,480		\$ 1,480	
MobileEyes Training Services	Ч	\$ 2,960		\$ 2,960	
MobileEyes Setup & Configuration Services	Ч	\$ 4,625		\$ 4,625	
Enterprise Law Enforcement Additional Modules				\$ 3,190	
Conversions				\$ 29,000	
TOTAL				\$ 326,881	\$ 0

2021-293244-L6V1V4

Inira-Party Haraware, Sontware and Services					
				Unit	Year One
Description	Quantity	Unit Price	Total	Total Maintenance	Maintenance
New World Public Safety					
Embedded Third Party Software	1	\$ 14,000	\$ 14,000	\$ 2,205	\$ 2,205
Geo-File Maintenance Software (ArcGIS for Desktop Standard) / per					
Workstation	1	\$ 6,000	\$ 6,000	\$ 945	\$ 945
Red Hat Enterprise Linux Server (3-year subscription)	1	\$ 2,700	\$ 2,700	\$ 0	\$ 0
Lantronix UDS-1100	1	\$ 205	\$ 205	\$ 0	\$ 0
SmartDraw - Pre-plan Drawing Tool for MobileEyes (Third Party)	2	\$ 384	\$ 768	\$ 96	\$ 192
Sub-total			\$ 23,673		\$ 3,342
Less Discount			\$ 5,675		\$ 3,342
TOTAL			\$ 17,998		\$ 0
Summary One Time Fees	ses	Recurring Fees	es		
Total Tyler Software \$ 268,882	82	\$ 56,467	57		
Total Annual	\$ 0	\$ 15,728	28		
Total Tyler Services \$ 326,881	81	01	\$ 0		
Total Third-Party Hardware, Software, Services	98	\$ 3,342	12		
Estimated Travel Expenses \$ 66,975	175	0,	\$ 0		
Summary Total \$ 680,736	36	\$ 75,537	37		
Contract Total \$ 756,273	:73				

Third-Party Hardware, Software and Services

2021-293244-L6V1V4

Description	Quantity	Unit Price	Discount	Total
New World Public Safety				
Conversion				
Data Archive Single Source: CAD and LERMS (up to 10 modules)	L .	\$ 29,000	\$ 0	\$ 29,000
TOTAL				\$ 29,000
Assumptions Unless a Workstation License is included, New World CAD includes 4 licenses. Unless a Workstation License is included, New World Law Enforcement Records includes 12 licenses. Unless a Workstation License is included, New World Fire Records includes 6 licenses.	licenses.			
Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7 64-bit with Extended Security Updates and Windows 10 64-bit is required for all client machines. Windows Server 2012/2015 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019 are required for the Application and Database Server(s). New World product requires Microsoft Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions. New World product requires Microsoft texcel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting. Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment. Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support. Licensed Software, and third-party software embedded therein, if any, will be remitted when imposed. Licent via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.	ucts. Microsoft Wind 012 R2/2016/2019 a Server 2012 SP4/20 vers must meet min release versions. Ig functionality; Micr g functionality; Micr area network requi area specified in thi nless specified in thi amachine readable t amitted when impos	dows 7 64-bit wi and SQL Server 2 14 SP2/2016 SP inum hardware rosoft Word is re rements vary ba is Investment Su form to Client vi sed.	ch Extended Sec 012 SP4/2014 S 2/2017/2019, in requirements p quired on the a sed on system mmary. Client is mmary. Client is an agreed upo	urity P2/2016 cluding rovided pplication n network

2021-293244-L6V1V4

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services. When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes statespecific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Fravel expenses will be billed as incurred according to Tyler's standard business travel policy.

NG911 Requires West hardware at each workstation responding to texts; not included in proposal. New World Virtual Message Switch (VMS) requires Red Hat Enterprise Linux Operating System Ver. 7 with an active Red Hat Standard Subscription Support Agreement. Virtual machine specifications must meet minimum requirements provided by Tyler. Supported Tyler Public Safety releases include 10.2 SP13 (or higher), 2017.1 (or higher). If the client has selected a cloud hosted deployment Tyler has the ability to deploy the Virtual Message Switch (VMS) in the AWS GovCloud environment or on-premises. The location of the VMS is dependent on State requirements. If the State will not allow the VMS to be hosted in the AWS environment then the VMS will be deployed on the Client's existing secure State approved network on virtualized infrastructure provided by the client. Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes
are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes. Decision Support Software Implementation is limited to 3 agencies per fee. An unlimited Law Enforcement Mobile Site License is included for the agencies above. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.
An unlimited Fire/EMS Mobile Site License is included for the agencies above. Additional training, services, third-party software and hardware may be required depending on modules and units deployed. New World ShieldForce client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch.
New World CrewForce client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices New World CrewForce client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch. An unlimited Law Enforcement Field Reporting Site License is included for the agencies above. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.
Custom interface will be operational with existing third-party software. Any subsequent changes to third party applications may require additional services. Services. With the exception of Mobile, a Workstation License is included for the Licensed Standard Software. The Workstation License includes the following
agencies as authorized users: Cibola County Sheriffs Office Grants Police Department Milan Police Department
 Milan Fire Department Grants Fire Department Cibola County Office of Emergency Management

2021-293244-L6V1V4

CAD Mapping	Dispatch Questionnaire	Rip-N-Run Printing	Service Vehicle Rotation	E-911	ePCR
Call Entry	Fire Equipment Search	Run Cards/Response Plans	Unit Management	NG911	Fire Records
		Danid COC	Web CAD Monitor	CAD NCIC	Out-of-Band AVL
				Dictomatry	Telectaff
Unit Recommendations	Hazard and Location Alerts				
Unit Status/Control Panel	Hazmat Search	Additional Modules	Available Interfaces	ASAP	Luiseroitit
Call Stacking	Hydrant Inventory	BOLOS	Alarm	Pre-Arrival Questionnaire	Iwitter
CAD Messaging	Note Pads	CAD Auto Routing	CAD to CAD	Encoder	PEMA Knowledge Center
Call Scheduling	Proximity Dispatch	CAD AVL	CAD Paging	CAD CFS Export	
law Enforcement Records Management	Management				
					Citizen Deserting
Arrests	Impounded Vehicles	Iraining	Crash	Scrieduirig	
Buildings	Incidents	Wants and Warrant	Stop Data	Tyler Content Manager	COPLINK
Businesses	Investigations		Equipment and Inventory	Use of Force	Accurint Crime Analysis
Case Management	Order of Protection	Additional Modules	Gangs	Vehicle Tracking	LINX
Case Processing	Personnel	Alarms	Hazardous Materials		Evidence
Citations	Property and Evidence	Animal Licensing	Multi-Server Search	Available Interfaces	SECTOR
Dynamic Reporting	Records Regulast	Bicycle Registration	Narcotics	Livescan	MiDEx
Eiold Intensions	Registered Offenders	Bookings	Pawn Shops	Ticket Writer	LACRIS
IBR/Clery Reporting	Standard Reporting	Briefing Notes	Permits	NCIC	
Fire Records Management					
Activity Reporting/	Hazardous Materials	Pre-Plans	Additional Modules	Fire Permits	
Scheduling	Hydrant Inventory	Station Activity Log	NFIRS Reporting	Inventory	
Investigations	Incident Tracking	BLS/ALS	Data Analysis/Mapping	LOSAP Tracking	
Business Registry	Personnel/Education		Equipment Tracking	Vehicle Tracking	
Corrections Management					
Bookings	Inmate Scheduling/	Corrections Officer Log	Additional Modules	Officer Activity Reporting	Available Interfaces
D/I Swipe for Visitors	Tracking	Financial Management	Inmate Tracking Bar	Officer Equipment Tracking	Livescan
lacidant Tracking	Inmate Contact	lacket Processing	Coding	Grievance Tracking	Booking Export
Including Fractures	Inmate Drograme	Buiciness Registry	Property Room	Mugshots	Northpointe
		Dersonnel/Education	Commissary Acroning	Web Inmate Inquiry	VINE
Inmate Classification	Tructoo	reisonner) Eudeauon State Renorting	Data Analysis/Mapping		CorEMR
	Case Management				
Mobile Computing					
Dispatch/Messaging/	DL Swipe Mugshot	In-Car Routing	LE Field Reporting	Ticket Writer	
State/NCIC	Download	Stop Data	LE Accident Field Reporting		
Fire Dispatch/Messaging	In-Car Mapping/AVL	Use of Force	Field Investigations		
Mobility Software					
ShieldForce LE Dispatch	CrewForce Fire Dispatch	SceneCollect			
Analytics					
Data Marts	Dashboard	Law Enjorcement Analytics			

A Comprehensive Public Safety Software Solution



9f. (a)

Requisitions Over \$20,000

NM ER Products-Vehicle Equipment for 2 Vehicles-Fire Marshall

REQUISITION ORDER

NO. CUOTE #1 QUOTE #2 QUOTE #3 VINDOR NAME. New Mexico Emergency Prod. West Mesa MHQ of Albq. VINDOR NAME. New Mexico Emergency Prod. West Mesa MHQ of Albq. VINDOR NAME. MSC 22-29111 NO RESPONSE NO RESPONSE VINDOR NAME. MSC 22-29111 NO RESPONSE NO RESPONSE VINDOR SIG 51 ⁴ Valor Lighther VALR511-F1H 2544.00 5,786.00 - - 2 Pathfinder Store Stopeakers 0.00 - - - - 3 Promamax Siten Speakers 0.00 -	all HOULIN.		DATE :		DEPARTMENT:		QUO	TE OBTAINED B	Y:	
VENDOR NAME New Mexico Emergency Prod West Mesa MHQ of Albg ONTACT NAME New Mexico Emergency Prod West Mesa MHQ of Albg VENDOR NAME NO RESPONSE NO RESPONSE NO RESPONSE NO DESCRIPTION UNIT COST EXTENSION UNIT COST EXTENSION 2 FED SIG 51* Valor Lighthor VALRS1L-P1L 2844.00 5.788.00 -	e the	-	NY.	February 14, 2022	a daaraa ka ka ka ka sa	Fire Marshal				
CONTACT NAME Mike Lanctot PHONE: SOS 242-9111 NO RESPONSE NO RESPONSE NO RESPONSE NO RESPONSE 2 FED SIG 5: Valor Lightom VARIS11-PH L 2844 00.0 - </td <td>19</td> <td>and an</td> <td>ma</td> <td></td> <td></td> <td></td> <td></td> <td>JOTE #2</td> <td>QUO</td> <td>re #3</td>	19	and an	ma					JOTE #2	QUO	re #3
PHONE 505-242-9111 NO RESPONSE NO. EDSCRIPTION UNIT COST EXTENSION EXTENSION EXTENSION	77116	5 10	and the get	VENDOR NAME:	New Mexico	Emergency Prod	West Mesa		MHQ of Albq	
NO. DESCRIPTION UNIT COST EXTENSION UNIT COST EXTENSION UNIT COST EXTENSION UNIT COST EXTENSION 2 FED SIG 51 ^a Valor Lighthar VALR51J-P1H 2894.00 5,788.00 -	176	Milli		CONTACT NAME:	Mike Lancto	t				
NO. DESCRIPTION UNIT COST EXTENSION UNIT COST EXTENSION UNIT COST EXTENSION UNIT COST EXTENSION 2 FED SIG 51 ^a Valor Lighthar VALR51J-P1H 2894.00 5,788.00 -	NO.DES2FED SIG 51" Valor Lig		al and a m	PHONE:	505-242-912	11				
NO. DESCRIPTION UNIT COST EXTENSION UNIT COST EX	NO.DES2FED SIG 51" Valor Lig2Pathfinder 200R Sire		EPT. 1994					SE		•
2 FED SIG 5.1* Valor Lightbar VALR5.1P-1H 2894.00 5,788.00 -	NO.		DES	Construction of the second	UNIT COST	EXTENSION				
2 Pathfinder 2006 Siren controller PF200R 979.00 1.958.00 -	2 FE	ED SIG 51	L" Valor Ligl	ntbar VALR51J-P1H		a la constitución de la constitución		-	UNIT COST	ENTENSION
2 Dynamax Siren Speakers ES100C 0.00 -						· · · · · · · · · · · · · · · · · · ·		_		
2 Ball Brackets for ESJ00C Speakers 0.00 -	2 D	ynamax :	Siren Speak	ers ES100C				_		
2 Pathfinder Sync Modules 230.30 460.60			and the second			_		-		
2 06DII Cables 251: 08DCABLE25-3 307.30 614.60 - 2 24 Channel Expan Module, EXPMOD24 236.25 472.50 - - 2 26.200 924.00 - - - - - 2 Pairs Rumbler woofers RBKIT2 384.75 769.50 -						460.60		_		
2 24 Channel Expan Module, EXPMOD24 236.25 472.50 - - 2 Expansion Module 2 462.00 924.00 - - - 2 Power Distribution Modules 392.81 785.62 -<					307.30			_		
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PLEASE REMEMBER ANY REQUISITIONS OVER \$500.00 NOW REQUIRE 3 HARD QUOTES. ANY REQUISTION \$10,000.00 OR MORE WILL NEED TO GO ON THE AG COMMISSION APPROVAL. IF USING STATE CONTRACT PLEASE LIST CONTRACT # ABOVE AS WELL AS THE FIRST 4 PAGES OF THE STATE CONTRACT, OTHERWISE	COMMISSI SENT BACK	SION APPR	OVAL. IF USIN	IG STATE CONTRACT PLEASE LIS	T CONTRACT #	ABOVE AS WELL AS	THE FIRST 4 PA	GES OF THE STATE C	ONTRACT, OTHER	WISE

REQUISITION ORDER

ALACI	7110.	DATE :	10-10-10-1 - (#1)	DEPARTMENT:		QUOT	E OBTAINED B	Y:
-103 ·	W/	February 14, 2022		Fire Marshal	in the second		DWM	
- C	ma			JOTE #1	A CONTRACTOR OF A CONTRACTOR OF A CONTRACTOR OF	JOTE #2	QUOT	'E #3
11 2 39	a can a g	VENDOR NAME:	New Mexico	Emergency Prod	West Mesa		MHQ of Albq	
Red		CONTACT NAME:	Mike Lancto	t				
NO.		PHONE:	505-242-911	11				
N424 MEXICO - 1		FAX:			NO RESPONS	ζF	NO RESPONSE	
NO.	DES	CRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSIO
1 Total from	n Page 1	diffe é mis frie ar lan gellan n district d'és annes an an hora informant son sonre la casa a sui faite de se	15967.22	15,967.22		-		_
The second design of the second se	nderseat St	orage	559.25	1,118.50		-		_
2 Veh Specif	fic Center C	onsol	828.92	1,657.84		-		-
2 Havis Face	e Plate FedS	ig Pathfinder	0.00	-		-		-
2 Havis Face	e Plate Kenv	vood KCH-20R C-EB30-KCH	0.00	-		-		-
2 Havis Sma	rt Siren PB-	2012-09-01	0.00			-		-
2 Havis Wat	chguard Bra	aket	0.00	-		-		
2 Havis Ken	wood NX-50	000 1 Pc Radio `	0.00	-		-		
2 4" Facepla	ate Cup Hold	der C-CUP2-1	33.85	67.70		-		-
2 3" Accesso	ory Pocket C	C-AP-0325	38.00	76.00		-		-
2 3" Blank F	ace Plate		0.00			-		-
	Face Plate		0.00	-		-		
4 Havis Side	mount Aju	stable Arm Rest C-ARM-102	61.18	244.72		-		-
2 12" Acces	sory Pkt		38.82	77.64		-		-
2 Dual USB	Braket w/M	odules	126.35	252.70		-		-
			30.47	60.94		-		-
	ate with 12 plug C-LP-2 e, Telescoping Device Mount C-HDM-20		143.00	286.00		-		-
2 Magnetic	Mic Clip w/	Side mount	76.60	153.20		-		-
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		GRAND TOTAL		21,072.40				
				REASON SELECTED		STATE CONTRAC	Т	
VENDOR	New Mexico Emergency Products							
		,		NTRACT/BID/RFP #	ŧ	60-00000-1	5-00032AK	
ADDRESS	3211 Ur	niversity Blvd. SE, Suite c	EST	IMATED DELIVERY	/			
	Albu	querque, NM 87106	PI	JRCHASE ORDER #	ŧ			
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			mov	ve forward				
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	Board of Cor		DX		TYPH.	the XT		and write
		TIONS OVER \$500.00 NOW REC	X		1 LLUF	Shi DU		

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

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Date Feb 8, 2022	Page
Order Nun QTE0031	

New Mexico Emergency Products

Sold To:				Ship To:				
Cibola County Emergency Services 700 East Roosevelt, Suite 50 Grants, NM 87020					Cibola County Emer 700 East Roosevelt, Grants, NM, 87020			
Referen (2X) F-350 LIGHTINC		PO Nu	mber	Customer No. CIB10501	Salesperson MLP	Order Date Feb 8, 2022	Ship Via	Terms NET30
Year	Make			Model	Color	State 60-000-15-00032	e Contract #	

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
			Contact Dustin (505) 285-7944		-	
			Need Order by 02/02/2022 With Code #TB-VALR22			
			FEDERAL SIGNAL			
2.00	LBAR03702	/ VALR51J-P1H	FSJOIN 51" Valor LB Dual V shaped RBW front RBA rear List \$ 4995.00, Promo Pricing must be bought with Lightbar, PF200R, OBD Cable, Rumbler RBK1T2 for pathfinder & Brackets,	2,894.0000	N	5,788.00
2.00	SIRE00613	/ PF200R	Pathfinder Remote Siren Controller List \$1485.00 Promo	979.0000	N	1,958.00
2.00	SPEA00207	/ ES100C	DYNAMAX List \$ 354.00, Promo	0.0000	N	0.00
2.00	INST01242	/ ESB-U	Universal Bail Bracket, All Vehicles, ES100 Speaker. List \$44.00, Promo	. 0.0000	N	0.00
2.00	INST05526	/ Parts	Pathfinder Sync List \$ 329.00	230.3000	N	460.60
2.00	VACC02723	/ OBDCABLE25-3	25ft OBD2 Cable, 2021+ Ford F150-350, Ford Expedition	307.3000	N	614.60
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Quotat	tion continued	on next page				



Date	Page
Feb 8, 2022	2
Order Nun QTE0031	

New Mexico Emergency Products

Sold To:		Ship To:							
Cibola County Emergency Services 700 East Roosevelt, Suite 50 Grants, NM 87020					Cibola Cour 700 East Ro Grants, NM	oosevelt, S	ency Services suite 50		
Referen (2X) F-350 LIGHTINC		PO Nu	mber	Customer No. CIB10501		person LP	Order Date Feb 8, 2022	Ship Via	Terms NET30
Year Make				Model	Colo	or	State 60-000-15-00032	e Contract #	

Qty. Ord.	ltem / Ven	dor Part Number	Description	Unit Price	Tax	Extended Price
			List \$ 439.00 at 30% off Fed Sig			
2.00	SIRE00583	/ EXPMOD24	24-Channel Expansion Module, Pathfinder Siren List \$ 358.00, Promo	236.2500	N	472.50
2.00	INST05526	/ Parts	Expansion Module 2 List \$ 660.00 at 30% off Fed Sig	462.0000	N	924.00
2.00	INST05526	/ Parts	Power Distribution Module List \$ 549.00 at 30% off Fed Sig	392.8100	N	785.62
2.00	SPEA00242	/ RBKIT2	Pair of Rumbler Woofers List \$ 913.00, Promo	384.7500	N	769.50
2.00	SPEA00250	/ RB-FHD17	Low Frequency Speaker Mountking Brackets, 16+ SuperDuty List \$ 77.00, promo	0.0000	N	0.00
8.00	LEDS04075	/ MPS123U-RBW	FSJ MicroPulse Ultra 12 Tri color, 36-LED Red/Blue/White List \$ 252.00 at 30% off Fed Sig	176.4000	N	1,411.20
8.00	LEDS04008	/ MPS63U-RBW	FSL MicroPulse Ultra 6 Tri color, 18-LED, Red/Blue/White List \$ 208.00 at 30% off Fed Sig	145.6000	N	1,164.80
6.00	VACC01527	/ MPSM6U-SPACR⊧	5-Degree Rubber Wedge Kit List \$ 28.00 at 30% off Fed Sig	19.6000	N	117.60
					-	
Quota	tion continued	on next page				



Date	Page
Feb 8, 2022	3
Order Nun QTE0031	

New Mexico Emergency Products

Sold To:		To:							
Cibola County Emerg 700 East Roosevelt, 9 Grants, NM 87020				Cibola County Emergency Services 700 East Roosevelt, Suite 50 Grants, NM, 87020					
Referen (2X) F-350 LIGHTINC		PO Nu	mber	Customer No. CIB10501		Salesperson MLP	Order Date Feb 8, 2022	Ship Via	Terms NET30
Year Make M				Model		Color	State 60-000-15-00032	e Contract #	

Qty. Ord.			Description	Ne.	Unit Price	Tax	Extended Price
6.00	VACC02050	/ MPSM12U-SPACR	5 Degree Wedges for MPSU1200 List \$33.00 at30% off Fed Sig		23.1000	N	138.60
2.00	INST05526	/ Parts	Running Board Bracket List \$105.00 at30% off Fed Sig		73.5000	N	147.00
2.00	INST05526	/ Parts	Pro LED Becon (Green) List \$420.00 at30% off Fed Sig		294.7000	N	589.40
2.00	LEDS04115	/ COM6RW	6" Round Dome 21 White 45 Red LEDs List \$ 109.00 at30% off Fed Sig		76.3000	N	152.60
2.00	FLAS00150	/ FHL-HL	Headlight Flasher, Positive Side System List \$ 98.00 at30% off Fed Sig		68.6000	N	137.20
2.00	LEDS04024	/ 416900XZ-BW	Steadt Burn Dual Color Corner 12 Light Head, 4 sereies List \$ 120.00 at30% off Fed Sig	16900	84.0000	N	168.00
2.00	LEDS04069	/ 416900XZ-RW	Steady Burn dual color insert, RW List \$ 120.00 at 30% off Fed Sig		84.0000	N	168.00
			HAVIS				
2.00	INST05526	/ Parts	Lockable Under-Seat Storage Box F Series Truc List \$ 750.47 at 20% off Havis	ks	559.2500	N	1,118.50
	L				<u> </u>		
						\uparrow	
Quota	tion continued	on next page				_	



Date	Page					
Feb 8, 2022	4					
Order Nun	nber					
QTE0031828						

New Mexico Emergency Products

Sold To:				Ship To:			
Cibola County Emerg 700 East Roosevelt, Grants, NM 87020				Cibola County Emerg 700 East Roosevelt, S Grants, NM, 87020			
Referen (2X) F-350 LIGHTING		PO Numbe	er Customer No. CIB10501	Salesperson MLP	Order Date Feb 8, 2022	Ship Via	Terms NET30
Year	Make		Model	Color	State 60-000-15-00032	e Contract #	

Qty. Ord.	Item / Vendor Part Number		Description	Unit Price	Tax	Extended Price
2.00	INST05526	/ Parts	12.5" Wide Flat 30" Vehicle-Specific Console F-350 List \$ 1112.35 at 20% off Havis	828.9200	N	1,657.84
2.00	FACE00853	/ C-EB30-FSP-1P	Havis 3" Face Plate Fed Sig Pathfinder P200 1pc	0.0000	N	0.00
2.00	FACE00741	/ C-EB30-KCH-1P	3" Face Plate Kenwood KCH-20R remote radio	0.0000	N	0.00
2.00	FACE00502	/ C-EB40-SSP-1P	Havis, Equipment Bracket for Smart Siren PB 2012-09-01	0.0000	N	0.00
2.00	FACE00633	/ C-EB20-WGD-1P	HAVIS 2" BRACKET WATCHGUARD 4RE DVR	0.0000	N	0.00
2.00	FACE00764	/ C-EB25-KNX-1P	2.5" FP Kenwood NX5700 1 pc Radio	0.0000	N	0.00
2.00	CONS00050	/ C-CUP2-I	4" Faceplate cupholder PB 2012-09-01 List \$ 45.42 at 20% off Havis	33.8500	N	67.70
2.00	CONS00325	/ C-AP-0325	Havis 3" High accessory pocket PB 2012-09-01 List \$ 51.00 at 20% off Havis	38.0000	N	76.00
2.00	FACE00211	/ C-FP-3	Havis Shield 3" Blank Face Plate. PB 2012-09-01	0.0000	N	0.00
Quota	tion continued	on next page				



Date	Page				
Feb 8, 2022	5				
Order Number QTE0031828					

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New Mexico Emergency Products

3211 Unive	ersity Blvd. SE, Suite C					
Albuquerque, NM 87106						
Phone:	(505) 242-9111					
Fax:	(505) 246-2267					

Sold To:					Ship To:			
Cibola County Emerg 700 East Roosevelt, 5 Grants, NM 87020		-			Cibola County Emerg 700 East Roosevelt, S Grants, NM, 87020			
Referen (2X) F-350 LIGHTINC		PO Nu	mber	Customer No. CIB10501	Salesperson MLP	Order Date Feb 8, 2022	Ship Via	Terms NET30
Year	Make			Model	Color	State 60-000-15-00032	Contract #	

Qty. Item / Vendor Part Number Ord.		dor Part Number	Description	Unit Price	Тах	Extended Price
2.00	FACE00187	/ C-FP-25	Havis 2.5" blank faceplate	0.0000	N	0.00
4.00	CONS00396	/ C-ARM-102	Havis-Shields Side Mount Adjustable Armrest PB 2012-09-01 List \$ 82.09 at 20% off Havis	61.1800	N	244.72
2.00	INST05526	/ Parts	12" Accessory Pocket, 5.8" Deep for 3.3"W List \$ 52-09 at 20% off Havis	38.8200	N	77.64
2.00	INST05526	/ Parts	Dual USB Bracket w/ 2 USB Modules for Wide VSW Consoles List \$ 169.55 at 20% off Havis	V 126.3500	N	252.70
2.00	FACE00210	/ C-LP-2	Havis Shield 2" Face Plate with two 12V DC Plug Outlets and PB 2012-09-01 List \$ 40.88 at 20% off Havis	30.470	N	60.94
2.00	COMP00157	/ C-HDM-204	Havis Pole only, Telescoping Device Mounting Base Heavy Dut PB 2012-09-01 List \$ 191.91 at 20% off Havis	e, 143.000) N	286.00
2.00	INST05526	/ Parts	Magnetic Mic Clip with Side Mount Bracket List \$ 102.80 at 20% off Havis	76.600	N	153.20
			***SHIPPING (NEED ADDRESS) ***			
Quota	tion continued	on next page				
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Date	Page				
Feb 8, 2022	6				
Order Number QTE0031828					

New Mexico Emergency Products

Sold To:					Ship 1	Го:			
Cibola County Emerg 700 East Roosevelt, 5 Grants, NM 87020					700 E	a County Emerg ast Roosevelt, 5 s, NM, 87020			
Referen (2X) F-350 LIGHTINC		PO Nu	mber	Customer No. CIB10501		Salesperson MLP	Order Date Feb 8, 2022	Ship Via	Terms NET30
Year	Make			Model		Color	State 60-000-15-00032	e Contract #	

Qty. Ord.	Item / Vendor Part Number	Description		Unit Price	Тах	Extended Price
		Shipping			N	1,110.00
	l l					
Thank y	ou for the opportunity to earn your busines	S	Parts			19,962.46
Terms &	Conditions:		Labor	/ Services		0.00
	• ESTIMATES VALID FOR 30 DAYS			/ Trip / Fee		0.00
Orders Return	 Orders will be invoiced upon notification of completion Returns subject to 25% restocking fee. No returns on special 			ng		1,110.00
order it	order items.			Discount		0.00
totaling	Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only.			al		21,072.46
SIGNAT	FURE (not required if PO/contract is issued)	Total s	ales tax		0.00
			Total o	order		21,072.46

SPD_Amd_Exted_010_Rev_00_0220

State of New Mexico General Services Department Purchasing Division Statewide Price Agreement Amendment							
Awarded Vendor: 13 Vendors	Number: <u>60-000-15-00032</u> Amendment No.: <u>Ten</u>						
Email: Telephone No.:	Term: <u>March 22, 2016 – March 21, 2022</u>						
Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.	Procurement Specialist: <u>Yuliastuti Wulandari</u> Telephone No.: <u>505-827-0485</u> Email: <u>Yuliastuti.Wulandari@state.nm.us</u>						
Invoice: As Requested	- -						
Title: Delies Mehiele Erwinwert							

Title: Police Vehicle Equipment

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2021 to March 21, 2022 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 3/5/2021

Mark Hayden, New Mexico State Purchasing Agent

× This Agreement was signed on behalf of the State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472



Statewide Price Agreement Amendment

Awarded Vendor: 0000015546 Kustom Signals, Inc. 9652 Loiret Boulevard Lenexa, KS 66219

Email: <u>sales@kustomsignals.com</u> Phone#<u>(800) 458-7866</u>

Ship To:

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

Invoice:

As Requested

Procurement Specialist: Amber Sanchez

Price Agreement Number: 60-000-15-00032

Price Agreement Amendment No.: Nine

Term: March 21, 2016 - March 22, 2021

Telephone No.: (505) 827-0554

Email: Amber.Sanchez2@state.nm.us

Title: Police Vehicle Equipment

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately, Vendor (AI) Kustom Signals, Inc. has made the following changes:

Item #	Description	Previous Model	New Model	Current Price	New Price
001	In-Vehicle Camera (with wireless downloading capability)	G3 Vision	Eyewitness HD	\$4,819.00	\$5,258.00
002	In-Vehicle Camera (with-out wireless downloading capability)	G3 Vision	Eyewitness HD	\$4,569.00	\$4,878.00

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Hull

Date: 5/13/20



Statewide Price Agreement Amendment

Awarded Vendor: 13 Vendors

Ship To:

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

Invoice: As Requested at time of order Price Agreement Number: 60-000-15-00032

Price Agreement Amendment No.: Eight

Term: March 21, 2016 - March 22, 2021

Procurement Specialist: Amber Sanche Telephone No.: (505) 827-0554

Email: <u>Amber.Sanchez2@state.nm.us</u>

Title: Police Vehicle Equipment

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof. In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2020 to March 21, 2021 at the same price, terms and conditions, for the exception of (AK) New Mexico Emergency Products, LLC, Item 4 (Hourly Labor Rate for Installation and Repairs):

From: \$65.00	To: \$75.00

This amendment is also issued to reflect the following effective immediately:

Vendor (AJ) changing the following:

From:	То:
0000010378	0000010378
L3 Mobile-Vision, Inc.	SF Mobile-Vision, Inc.
400 Commons Way, Suite F	dba COBAN Technologies, Inc./ Safe Fleet Law Enforcement
Rockaway, NJ 07866	11375 W. Sam Houston Parkway South, Suite 800
(800) 336-8475	Houston, TX 77031
Ryan Hourihan	(281) 925-0488
ryan.hourihan@L3T.com	William Chaing wchaing@safefleet.net

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect. Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 3/20/20

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472



Statewide Price Agreement Amendment

Awarded Vendor: (AD) 00000116813 Code 3 Service, LLC. 2323 Aztec Rd NE – STE A Albuquerque, NM 87107

Telephone No.: (505) 407-2310 Email: sales@code3service.com

Ship To:

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

Invoice: As Requested Price Agreement Number: <u>60-000-15-00032</u>

Price Agreement Amendment No.: Seven

Term: March 21, 2016 through March 22, 2020

Procurement Specialist: <u>Amber Sanchez</u> Telephone No.: (505) 827-0554

Email: amber.sanchez2@state.nm.us

Title: Police Vehicle Equipment

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof and is issued to reflect the following effective immediately:

Update the prices/manufacture discounts for Vendor (AD) Code 3 Service, LLC.: See attached table

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

00 Mark Hayden New Mexico State Purchasing Agent

Date: 8/16/2019

60-000-15-00032 A007

	TABLE	
Manufacturer	Discount Off MSRP	Location in Contract
Prisoner Transport Systems (PTS)	25%	Pg 18 #10 & Pg45 #12
Whelen	25%	Pg 28 #5
Westin	25%	Pg 46 #2
Troy Products	25%	Pg 18 #10; Pg45 #12
Sierra Wireless	5%	Modems Pg 17 #8
Cradlepoint	5%	Modems Pg 17 #8
Brother	5%	Discount Pg 18 #10
Panasonic	5%	Discount Pg 18 #10
Zebra	2%	Discount Pg 18 #10
Antennas Plus	5%	Antenna Modems Pg 17 #9
Panorama Antennas	5%	Antenna Modems Pg 17 #9
Manufacture Services & Training	NO DISCOUNT	Discount Pg 18 #10; Pg 39 #6
All Other Law Enforcement Related Vehicles	5%	Discount Pg 18 #10
Freight Charge	\$500	Pg 18 #10
Shop Labor Rate	Price	Location in Contract
Installation Labor and Repair	\$95 Hour	Labor/ Installation Pg 30 #6; Pg 38 #4



Statewide Price Agreement Amendment

Awarded Vendor 13 Vendors

Ship To:

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

Invoice:

NM

As Requested

Price Agreement Number: 60-000-15-00032

Price Agreement Amendment No.: Six

Term: March 21, 2016 - March 22, 2020

Procurement Specialist: Susan L. Phillips SUP

Telephone No.: (505) 827-0488

Email: susanl.phillips@state.nm.us

Title: Police Vehicle Equipment

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 21, 2019 to March 22, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New-Mexico State Purchasing Agent ACTING DIASCONC

Date: 02/07/2019

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472



Statewide Price Agreement Amendment

Awarded Vendor: 13 Vendors

Telephone No.:

Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law. Price Agreement Number: 60-000-15-00032

Price Agreement Amendment No.: Five

Term: March 21, 2016 through March 22, 2019

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0474

Invoice: As Requested

Title: Police Vehicle Equipment

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof and is issued to reflect the following effective immediately:

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 21, 2018 to March 22, 2019 at the same price, terms and conditions. *This Price Agreement was not extended for Vendors (AE) Daniel J. McKee DBA Higher Power Solutions & (AL) Safety Vision LLC*.

See Attached for updated Vendor Contact Information & Pricing Updates for vendor (AO) WAC Upfitters, LLC.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

Date: 2/23/2018

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 VL

State of New Mexico General Services Department Purchasing Division Price Agreement #: 60-000-15-00032 AMENDMENT No. FIVE

Page 2 of 3

Update Contact Information for the following vendors:

(AA) 0000051480 Advanced Communication & Electronics Inc. Lhenz@advtwoway.com Contact Person: Lori Henz

(AB) 0000087160
B&G Automotive
3968 San Felipe Road
Santa Fe, NM 87505
Contact Person: Fred Baca

(AC) 0000064629
COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031
Contact Person: William Chiang

(AD) 0000116813 Code 3 Services, LLC 2323 Aztec Road NE, Suite A Albuquerque, NM 87107 Contact Person: Lindsey Jones

(AJ) 0000010378 L3 Mobile-Vision, Inc. Ryan.Hourihan@L3T.com Contact Person: Ryan Hourihan

(AM) 0000007492 WatchGuard, Inc. Contact: Chief Michael Burridge

(AO) 0000125381
WAC Upfitters, LLC
2322 Candelaria NE
Albuquerque, NM 87107
(505) 554-1966
ginger.wacabq@gmail.com
Contact Person: Ginger Jackson

SEE NEXT PAGE FOR UPDATES TO VENDOR (AO) WAC UPFITTERS, LLC

State of New Mexico General Services Department Purchasing Division Price Agreement #: 60-000-15-00032 AMENDMENT No. FIVE

Page 3 of 3

Updates to the following items apply to vendor (AO) WAC Upfitters, LLC ONLY:

Item #10 Page #20/21

Remove: Digital Ally 5% Update: Federal Signal 30% Add: Other manufactures 10% (Excludes Camera Systems, Radar & Radio)

Item #1 Page #26

Add: Federal Signal Kit \$2,250.00
(45" Legend LPX, PA640 Controller & ES100C Speaker/Bracket)
Add: Sound Off Kit \$1,975.00
(48" nForce 6/12 LED, ETSA481CSP Controller & ETS100C Speaker/Bracket)
Update: Sound Off \$1,575.00 (54" Pinnacle)
Update: Federal Signal \$2,262.00 (45" Legend)

Item #2 Page #26

Remove: Sound Off Blueprint **\$851.00** Add: Federal Signal PA640 **\$499.00** Add: Federal Signal SSP2000B **\$1,037.00** Add: Sound Off ETSA481CSP **\$509.00**

Item #5 Page #29

Remove: 35% Add: Code 3 5% Add: Federal Signal 30% Add: Sound Off 40% Add: Whelen 20% Add: Unity 40% Add: Other manufactures 10% (Excludes Camera Systems, Radar & Radio)

Item #1 Page #36

Add: Stalker CopTrax II **\$4,500.00** Add: Digital Ally DVM-800 Bundle **\$6,233.00** Add: Watchguard In Car Video System **\$6,948.00**

Item #1 Page #46

Update: SUV/Truck \$359.00

**Any item/manufacture not listed in categories: 5% off list (WAC Catalog)



Statewide Price Agreement Amendment

Awarded Vendor: (AH) 0000084133 Grants & Technology Veterans, LLC **PO Box 432** Elephant Butte, NM 87935

Telephone No.: (505) 480-6468

Ship To:

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

Invoice: As Requested Price Agreement Number: 60-000-15-00032

Price Agreement Amendment No.: Four

Term: March 21, 2016 through March 22, 2018

Procurement Specialist: Vanessa LeBlan Telephone No.: (505) 827-0474

Title: Police Vehicle Equipment

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof and is issued to reflect the following effective immediately:

Update/add the following manufacture discounts to Item #10 for Vendor (AH) Grants & Technology Veterans LLC:

Update:

- Gamber Johnson metal and mounting/console products: 30% off
- Gamber Johnson non-metal mounting accessories with electronics: 1% off
- Cradlepoint modem solutions & modem accessories: 5% off
- Havis mounting accessories and docks with electronics: 5% off

Add:

- Antenna Plus: 5% off
- Panorama Antennas: 5% off
- Sierra Wireless Antenna: 2% off
- All other antenna solutions: 5% off
- Selex ES/ELSAG: 25% off
- Panasonic: 5% off
- Brother: 5% off
- Zebra: 2% off .
- All Other Law Enforcement MFG's: 5% off .

Update the following manufacture discount to Item #11:

• Change: Install/repair cost per hour \$85

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 8/31/2017

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 ٧L

State of New Mexico General Services Department Purchasing Division Price Agreement #: 60-000-15-00032

(AK) 000009746 New Mexico Emergency Products LLC 3211 University Blvd. SE Albuquerque, NM 87106 505-242-9111 Email: mike.lanctot@soncellna.com

(AL) 0000044740
Safety Vision
LLC
6100 W Sam Houston Parkway North
Houston, TX 77041
713-929-1001
Email: mmarcos@safetyvision.com

(AM) 0000007492
WatchGuard
Video
415 Century Parkway
Allen, TX 75013
972-432-9777
Email: bids@watchguardvideo.com

(AN) 0000050718

West Mesa Auto Craft Inc dba West Mesa Emergency Products, LLC 122 Frontage Rd NE Rio Rancho, NM 87124 505-891-0774 Email: steve@wmepnm.com

(AO) 0000102429 Wireless Advanced Communications

8516 Calle Alameda NE Albuquerque, NM 87113 505-554-1966 Email: sandrarivera@wiradcom.com

Net 30
Destination
Destination

Contact: Mike Lanctot

Payment Term:	Net 30
FOB;	Destination
Delivery:	7-10 Days

Contact: Monica marcos

Payment Term:Net 30FOB:DestinationDelivery:FOB Destination, 30 days ARO

Contact: Jason Stuczynski

Payment Term:Net 30FOB:DestinationDelivery:ARO

Contact: Steve Poswiatowski

Payment Term: Net 30 FOB: Destination Delivery: 75-90 Days

Contact: Sandra Rivera

Page-9



ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH 604-101001	Claim on Pooled Cash - Fire Marshal Fund	20 450 71	(4 (24 00)	
<u>004 101001</u>		39,450.71	(4,634.88)	34,815.83
TOTAL CLAIM ON CASH		39,450.71	(4,634.88)	34,815.83