



CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez
Chairman

Martha Garcia
1st Vice Chairman

Christine Lowery
2nd Vice Chairman

Ralph Lucero
Commissioner

Robert Windhorst
Commissioner

Regular Commission Meeting Thursday, June 23rd, 2022 5:00 p.m. Cibola County Commission Chambers

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

6. **Public Comment**

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

7. **Minutes**

- a. 05.26.2022 Regular Commission Meeting
- b. 6.13.2022 Special Canvassing Meeting

8. **Reports**

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

9. **Presentation**

- a. Sheriff's Department-Employee Awards and Recognition-Sheriff Tony Mace

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

- a. Consideration of Resolution 2022-33 Budget Adjustment Number 8
- b. Consideration of Resolution 2022-34 To Adopt a Mid-Point Pay Scale Policy
- c. Consideration of Local Driving While Intoxicated (LDWI) FY23 Grant Agreement #23-D-G-04
- d. Consideration of Northwest New Mexico Council of Governments (NWNMCOG) FY23 Membership Agreement
- e. Consideration of Seboyetta Fire Station Land Deed to County With Reversionary Clause if No Longer Used for Fire Services

- f. Declaration of County-Wide Disaster Due to Severe Flooding Event(s) Resolution 2022-39
- g. Direction to Staff to Publicize Open Position on Hospital Board
- h. Appointment of Cibola County Planning Director to the Board of Directors of Accelerating Business in Cibola County (ABC). Resolution 2022-40.
- i. Consideration of Resolutions for LGRF CO-OP Agreement:
 - 1. Resolution 22-36 LGRF CO-OP Agreement-Control# L600208
 - 2. Resolution 22-37 LGRF CO-OP Agreement-Control# L600214
 - 3. Resolution 22-38 LGRF CO-OP Agreement-Control# L600216
- j. Consideration to approve requisitions over \$20,000
 - a. Grijalva's Custom Woodshop/Cabinets, Window Dividers, Interior Doors, Accent Walls Manager's Dept./\$23,700
 - b. Summit Fire & Security/Security System for Public Safety Bldg./I.T./ \$447,462.31

11. Executive Session

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

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)
- 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.

12. Announcements

Cibola County Offices Will Be Closed, Monday, July 4th, 2022, In Observation of Independence Day Holiday. The Next Regular Commission Meeting will be on July 28th, 2022, at 5:00 p.m.

13. Adjournment



7a.

Minutes

05.26.2022

Regular Commission
Meeting

Regular Commission Meeting
Thursday, May 26th, 2022
5:00 p.m.
Cibola County Commission Chambers

Elected Officials Present Staff

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

Kate Fletcher, County Manager
Paul Ludi, Finance Director
Michelle Dominguez County Clerk
Terri Harwood, Rec / Fil Supervisor

1. Call to Order

Commissioner Garcia called the meeting to order at 5:00 pm

2. Roll Call

Chairman Garcia does roll call, all Commissioners are present except for commissioner Torrez, who is absent.

3. Pledge of Allegiance

Led by Commissioner Lowery, recited by all.

4. Prayer

Led by Commissioner Windhorst.

5. Approval of Agenda

Motion to approve agenda by Commissioner Lucero
Second made by Commissioner Lowery 4-0 affirmative.

6. Public Comment

- 1) Les Gaines presented Sheriff Tony Mace with a plaque for his years of volunteer work for the Mt Taylor Quadrathlon.
- 2) Linda wants to thank Commission for supporting post 71 Uranium. UNM is conducting more research. Post 71 has passed through the House and Senate and is sitting on President Joe Biden's desk; 2 more years have been granted.

7. Minutes

a. 04.28.2022 Regular Commission Meeting

Motion to approve Minutes made by Commissioner Windhorst
Second made by Commissioner Lowery. 4-0 affirmative.

8. Reports

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

b. Treasurer's Report- Kathy Gonzales-Treasurer and Jonathan Pino- Deputy Treasurer.

Motion to table Treasurer's Report made by Commissioner Lucero
Second made by Commissioner Windhorst. 4-0 all affirmative.

9. Presentation

- a. Dustin Middleton presented awards in recognition of Candy Kitchen Volunteer Fire Department to Chief Michael Sweet and Shirley Sweet Executive Assistant and Fire Fighter. John Sweet is accepting the award on their behalf.
- b. Recreational Economies in Rural Communities- Les Gaines
- c. · FY21 Final Audit Close Out Presentation-Audrey Jaramillo-Jaramillo Accounting Group (J.A.G) Report is on file.

10. Public Hearing

- a. Ordinance 2022-002 County Maintained Road Ordinance
- b. Ordinance 2022-003 Restricting Open and Controlled Burns in the Unincorporated Areas of Cibola County

11. New Business – Action May Be Taken

- a. **Consideration of Resolution 2022-31 Acceptance of FY21 Audit Report**

Motion to approve item A. motioned by Commissioner Windhorst.
Second made by Lucero. 4-0 affirmative.

- b. **Consideration of Resolution 2022-29 Authorizing the Execution and Delivery of a Local Government Planning Grant Agreement by and between the New Mexico Finance Authority (The NMFA) and Cibola County, New Mexico (The Grantee), in the amount of \$50,000 for the costs of County Comprehensive Economic Development Plan with Leda**

Motion to approve item B. motioned by Commissioner Windhorst
Second made by Garcia. 4-0 affirmative.

- c. **Consideration of Resolution 2022-002 County Maintained Road Ordinance**

Motion to Approve item C made by Commissioner Windhorst
Second by Commissioner Lucero. 4-0 affirmative.

- d. **Consideration of Ordinance 2022-003 Restricting Open and Controlled Burns in the Unincorporated Areas of Cibola County.**

Motion to approve item D made by Commissioner Windhorst.
Second motion made by Commissioner Lowery. 4-0 affirmative

- e. **Consideration of Resolution 2022-27 Authorizing Cibola County to pick-up Forty-Eight Point Zero Seven Percent (48.07%) of the Public Employees Retirement Association of New Mexico (PERA) Municipal Police Plan #2 Member Contributions in Effect July 10, 2022.**

Motion to approve item E. made by Commissioner Lucero
Second made by Lowery. 4-0 affirmative.

- f. **Consideration of Resolution 2022-28 Authorizing Cibola County to pick-up Fifty-One Point Eighty-Six (51.86%) Percent of the Public Employees Retirement Association of New Mexico (PERA) Municipal Police Plan #5 Member Contributions in Effect July 10, 2022.**

Motion to approve item F. made by Commissioner Lucero,
Second by Commissioner Lowery. 4-0 affirmative.

g. Consideration of Resolution 2022-30 Budget Adjustment Number

Motion to approve item G made by Commissioner Windhorst. Second by Commissioner Lowery. 4-0 affirmative

h. Consideration of Resolution 2022-32 FY23 Interim Budget

Motion to approve item H. made by Commissioner Lowery
Second by Commissioner Lucero. 4-0 affirmative

i. Consideration of ESA Construction Contract for General Contractor for the Public safety Building Project

Motion to approve item I. made by Commissioner Lucero
Second by Commissioner Lowery. 4-0 affirmative

j. Consideration of Inmate Housing Contract with Catron County

Motion to approve item J. made by Commissioner Lowery
Second by Commissioner Lucero. 4-0 affirmative

k. Consideration of Requisitions over \$20,000

a. GM emulsions/Chip Seal Contractors/Road Dept./\$527,380.67

b. GM Emulsions/Chip Seal Contractors/Road Dept./\$540,355.36

Motion to approve item K. made by Commissioner Windhorst
Second by Commissioner Lowery. 4-0 affirmative

12. Executive Session – 1 item

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:

Motion to go into Executive Session was made by Commissioner Windhorst at 7:04 pm
Second by Commissioner Lowery. 4-0 affirmative

Pursuant to Section 10-15-1 (H) (8) the following matters may be discussed in closed session:

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

b. Real Property 10-15-1 (H) (2)

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 Windhorst/Lucero 4-0 affirmative

Motion and Roll Call Vote that Matters Discussed in Closed Session Were Limited to Those Specified In

Motion and Roll Call vote to return to regular session made by Commissioner Windhorst at 7:36 pm.

Second Motion made by Commissioner Lucero. 4-0 affirmative

Motion For Closed, and That No Final Action Was Taken, As Per New Mexico Statutes Section §10-15-1

Motion for closed, and that no final action was taken made by Commissioner Lucero

Second by Commissioner Lowery. 4-0 affirmative.

13. New Business-Action May be Taken

a. Direction to Staff Regarding 790 E. Roosevelt Ave., Grants, NM 87020

Motion to give Direction to Staff to appraise and move forward with the sale of 790 E. Roosevelt Ave., Grants, NM 87020 made by Commissioner Lucero. Second by Commissioner Windhorst.
4-0 affirmative.

14. Announcements

Cibola County Offices will be closed Monday May 30th, 2022, In Observation of Memorial Day Holiday. The next Regular Commission Meeting will be on June 23rd, 2022, at 5:00 p.m.

15. Adjournment

Meeting was adjourned at 7:38 pm.

PASSED, APPROVED, and ADOPTED this 23rd day of June 2022

BOARD OF COUNTY COMMISSIONERS

Daniel Torrez, Chairman

Martha Garcia, 1st Vice Chairman

Christine Lowery, 2nd Vice Chairman

Robert Windhorst, Commissioner

Ralph Lucero, Commissioner

ATTEST:

Michelle E. Dominguez, Cibola County Clerk

Date: _____

SEAL



7b.

Minutes

06.13.2022

Canvassing Special
Commission Meeting

Special Canvassing Commission Meeting
Monday, June 13th, 2022
2:00 p.m.
Cibola County Commission Chambers

Elected Officials Present Staff

Daniel Torrez, Chairman
Martha Garcia, 1st Vice Chairman
Robert Windhorst, Commissioner
Ralph Lucero, Commissioner

Kate Fletcher, County Manager
Michelle Dominguez, County Clerk
Terri Harwood, Recording / Filing

1. Call to Order

Chairman Torrez called the meeting to order at 2:05 pm

2. Roll Call

Chairman Torrez does roll call, all Commissioners are present except for commissioner Lowery, who is absent.

3. Pledge of Allegiance

Led by Chairman Torrez, recited by all.

4. Prayer

Led by Commissioner Garcia.

5. Approval of Agenda

Motion to approve agenda by Chairman Torrez
Second made by Chairman Garcia 4-0 affirmative.

6. Public Hearing

- 1) Emergency Ordinance 2022-004 Restricting the Sale and Use of Fireworks in the Unincorporated Areas of Cibola County

7. New Business-Action May Be Taken

(County Commission Convenes as Canvassing Board)

- a. Consideration of Canvassing the Results of the 2022 Primary Elections

Motion to accept the election results made by Commissioner Garcia

Second made by Commissioner Windhorst. 4-0 affirmative.

(County Commission Reconvenes as County Commission Board)

- b. Consideration of Emergency Ordinance and Proclamation 2022-004 Restricting the Sale and Use of Fireworks in the Unincorporated Areas of Cibola County

Motion restricting the sale and use of fireworks made by Commissioner Windhorst

Second made by Commissioner Lucero. 4-0 affirmative.

8. Announcements

The next Regular Commission Meeting will be on Thursday June 23rd, 2022, at 5:00 p.m.

9. Adjournment

Commissioner Torrez adjourned the meeting at 2:21 pm.

PASSED, APPROVED, and ADOPTED this 23rd of June 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

Date: _____

SEAL



8a.

Budget and Finance Report

As of May 31, 2022

Cibola County Commission Meeting

June 23, 2022



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



Finance Report

Finances as of May 31, 2022



**IMPORTANT
UPDATES**

Cibola County Updates



- Finance Reports & the finalized FY22 Budget located on Finance Department webpage.
- The main operating account is reconciled to the bank through May except for our audit finding amounts and the Treasurer's office has the Tax operating account reconciled through April.
- Public Budget Workshop

\$800,000

\$700,000

\$600,000

\$500,000

\$400,000

\$300,000

\$200,000

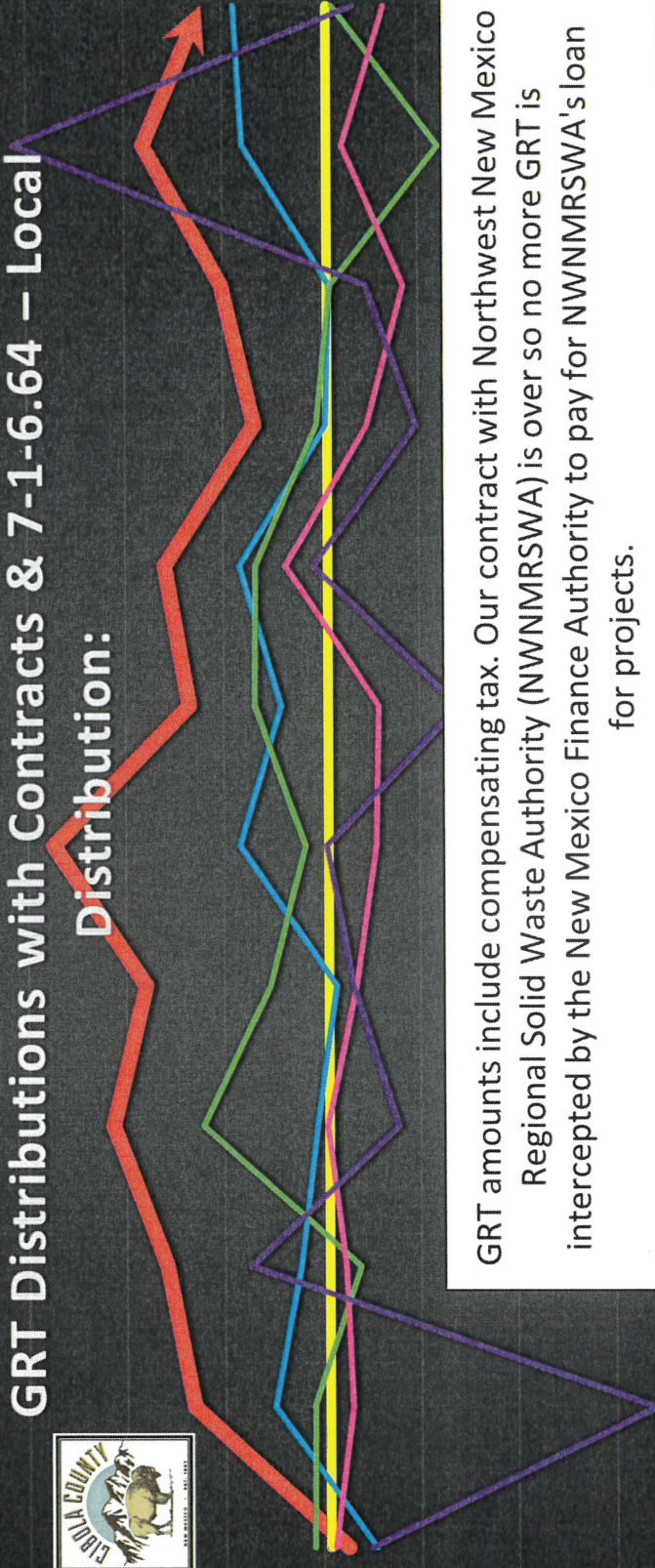
\$100,000

\$-

FY 18, 19, 20, 21 Actuals, FY 22 Projection, & FY22 Actuals GRT Distributions with Contracts & 7-1-6.64 – Local



Distribution:



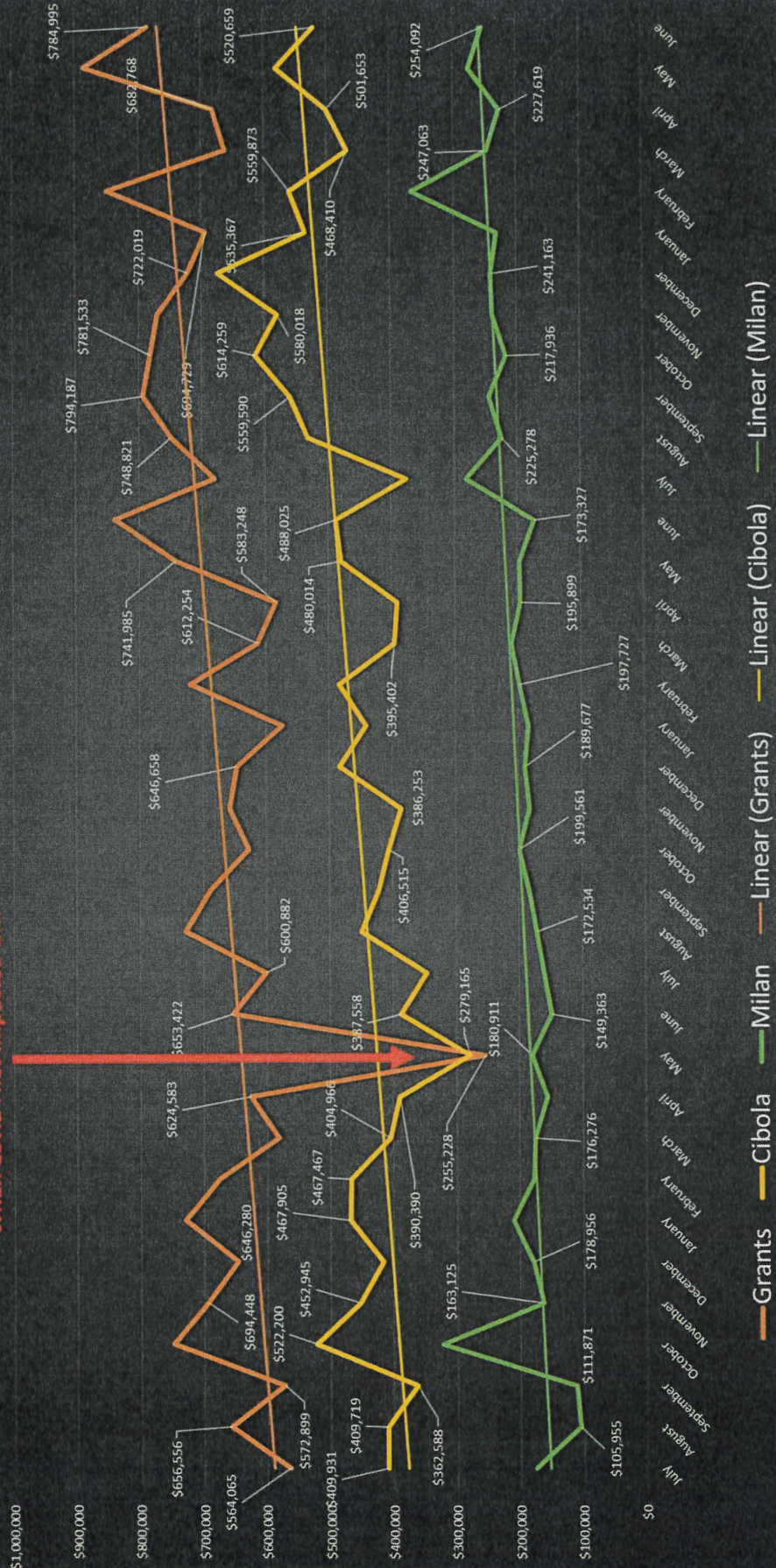
GRT amounts include compensating tax. Our contract with Northwest New Mexico Regional Solid Waste Authority (NWNMRSWA) is over so no more GRT is intercepted by the New Mexico Finance Authority to pay for NWNMRSWA's loan for projects.

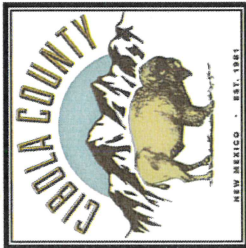
	July	August	September	October	November	December	January	February	March	April	May	June
2022 YTD Actuals	\$375,851	\$531,510	\$559,590	\$614,259	\$580,018	\$674,226	\$535,367	\$559,873	\$468,410	\$501,653	\$581,272	\$520,659
2022 Projected GRT	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943	\$393,943
2021 YTD Actuals	\$346,410	\$449,178	\$422,858	\$406,515	\$386,253	\$483,975	\$441,061	\$483,245	\$395,402	\$391,479	\$480,014	\$488,025
2020 YTD Actuals	\$409,931	\$409,719	\$361,865	\$522,200	\$452,945	\$417,303	\$467,905	\$467,467	\$404,966	\$390,390	\$279,165	\$387,558
2019 YTD Actuals	\$388,766	\$370,384	\$377,648	\$395,792	\$366,307	\$344,509	\$341,921	\$436,280	\$353,013	\$314,669	\$378,007	\$334,204
2018 YTD Actuals	\$351,471	\$59,592	\$473,499	\$322,958	\$368,668	\$395,464	\$259,314	\$408,493	\$302,317	\$354,221	\$713,772	\$366,412



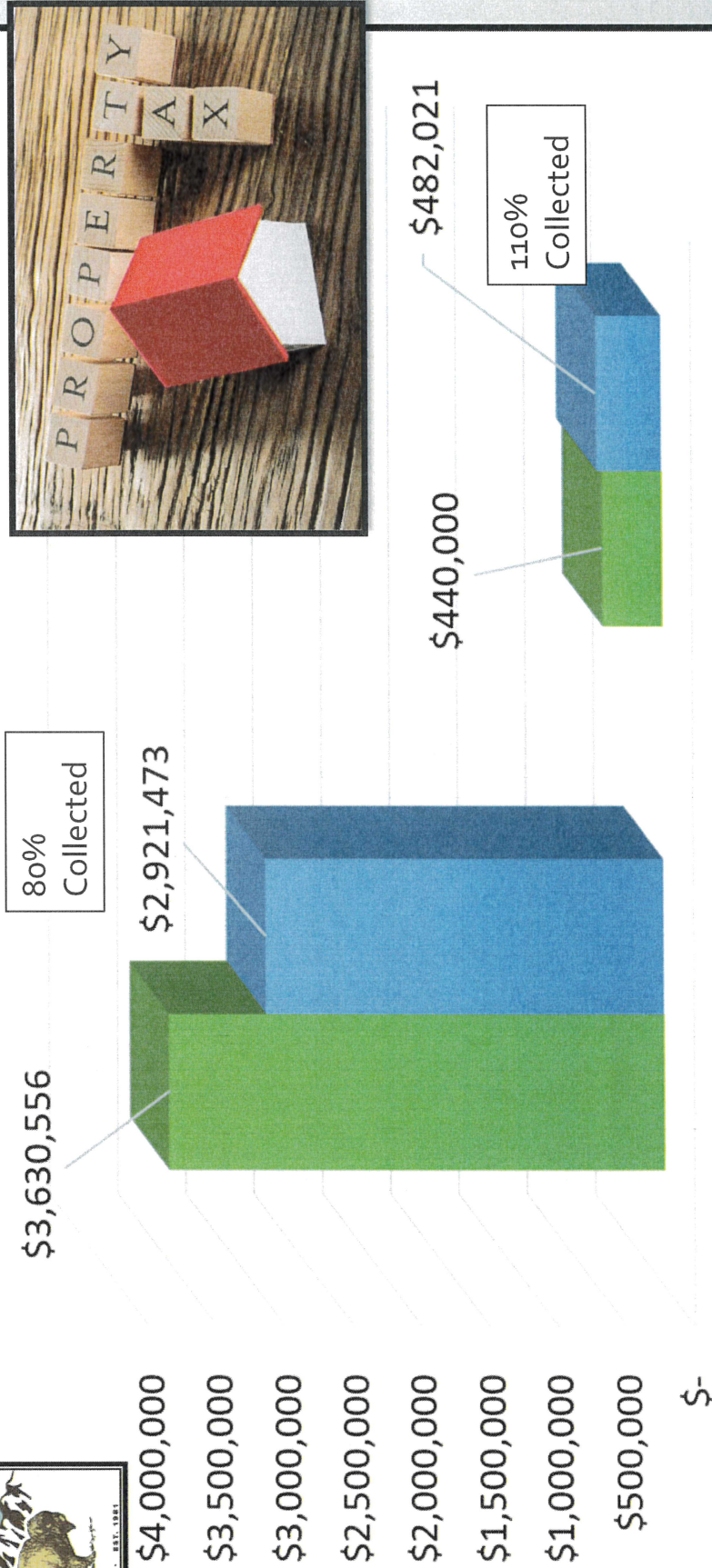
Comparison of Net GRT including Contracts (Intercepts), New Comp Tax, and effects of COVID on GRT

When Covid First Impacted GRT



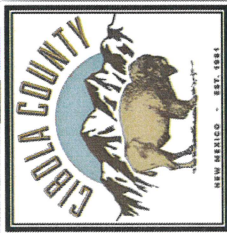


Property Tax Collections



Current Taxes Delinquent Taxes

■ 2022 Budget Projection ■ May 31, 2022 Actuals



Cibola County Monthly Report - As of May 31, 2022

Active Funds	Beginning Cash Balance as of 7/1/2021	Beginning Investments as of 7/1/2021	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash, Reserves, & Investment Balances	Bond A, Bond B, General Fund & Road Reserves	Available Cash & Investment Balances
101 - INVESTMENT FUND	\$0.00	\$5,269,769.14	\$13,741.36	\$0.00	\$0.00	(\$4,799,084.13)	\$480,426.37	(\$3,616,955.26)	\$1,666,555.24
401 - GENERAL FUND	\$6,095,825.92	\$0.00	\$8,863,929.02	(\$1,360,392.73)	(\$7,891,917.44)	\$24,685.11	\$5,732,129.88	\$0.00	\$5,732,129.88
402 - ROAD	\$120,326.84	\$0.00	\$2,045,738.37	\$100,000.00	(\$1,397,802.42)	(\$277.19)	\$867,985.60	\$0.00	\$867,985.60
403 - FARM & RANGE	\$0.00	\$0.00	\$0.00	\$8,000.00	(\$7,104.12)	\$0.00	\$895.88	\$0.00	\$895.88
406 - INDIGENT	\$97,455.34	\$0.00	\$594,815.66	\$0.00	(\$224,479.78)	\$0.00	\$467,791.22	\$0.00	\$467,791.22
407 - SAN RAFAEL VFD	\$167,250.21	\$0.00	\$185,884.00	(\$39,471.00)	(\$74,068.13)	\$0.00	\$239,595.08	\$0.00	\$239,595.08
408 - BLUEWATER VFD	\$250,707.52	\$0.00	\$94,415.00	(\$18,687.00)	(\$107,952.54)	\$0.00	\$218,482.98	\$0.00	\$218,482.98
409 - LOBO CANYON VFD	\$171,589.67	\$0.00	\$2,946.00	\$43,525.00	(\$20,135.52)	\$0.00	\$197,925.15	\$0.00	\$197,925.15
413 - LAGUNA EMS	\$0.00	\$0.00	\$13,521.00	\$0.00	(\$3,199.24)	\$0.00	\$10,321.76	\$0.00	\$10,321.76
415 - PINEHILL EMS	\$8,778.78	\$0.00	\$11,014.00	\$0.00	(\$9,999.95)	\$0.00	\$9,792.83	\$0.00	\$9,792.83
416 - FENCE LAKE VFD	\$314,550.59	\$0.00	\$286,951.00	\$7,000.00	(\$102,902.82)	\$0.00	\$505,598.77	\$0.00	\$505,598.77
418 - CANDY KITCHEN VFD	\$48,986.33	\$0.00	\$365,393.00	(\$31,189.00)	(\$41,130.67)	\$0.00	\$342,059.66	\$0.00	\$342,059.66
419 - LAGUNA VFD	\$418,242.30	\$0.00	\$341,688.00	\$0.00	(\$299,081.11)	\$0.00	\$460,849.19	\$0.00	\$460,849.19
424 - CUBERO VFD	\$138,644.12	\$0.00	\$85,422.00	(\$6,787.00)	(\$72,922.59)	\$0.00	\$144,356.53	\$0.00	\$144,356.53
425 - CUBERO EMS	\$2,919.51	\$0.00	\$5,000.00	\$0.00	(\$2,758.47)	\$0.00	\$5,161.04	\$0.00	\$5,161.04
427 - EL MORRO VFD	\$226,848.60	\$0.00	\$56,951.00	\$7,000.00	(\$112,072.96)	\$0.00	\$178,726.64	\$0.00	\$178,726.64
428 - SUPERIOR AMBULANCE	\$176.53	\$0.00	\$10,255.00	\$0.00	\$0.00	\$0.00	\$10,435.53	\$0.00	\$10,435.53
435 - CONSOLIDATED DISPATCH	\$165,152.67	\$0.00	\$1,125,167.38	(\$4,000.00)	(\$978,344.50)	\$0.00	\$307,975.55	\$0.00	\$307,975.55
438 - DWI GRANT	\$0.00	\$0.00	\$31,722.59	\$26,967.87	(\$50,510.23)	\$0.00	\$8,180.23	\$0.00	\$8,180.23
439 - DWI DISTRIBUTION	\$195,169.27	\$0.00	\$262,383.44	(\$27,967.87)	(\$321,187.31)	\$0.00	\$108,397.53	\$0.00	\$108,397.53
440 - NMI DOT DWI Grant	\$0.00	\$0.00	\$0.00	\$1,000.00	(\$723.06)	\$0.00	\$276.94	\$0.00	\$276.94
475 - COUNTY FIRE PROTECTION	\$793,808.26	\$0.00	\$284,987.09	(\$42,000.00)	(\$9,277.97)	\$0.00	\$1,027,517.38	\$0.00	\$1,027,517.38
500 - CLERK RECORDING/FILING	\$66,393.78	\$0.00	\$41,683.00	\$0.00	(\$35,113.55)	\$0.00	\$72,963.23	\$0.00	\$72,963.23
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$1,172,647.95	\$0.00	(\$132,697.59)	\$0.00	\$1,039,950.36	\$0.00	\$1,039,950.36
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,874,850.17	\$0.00	(\$242,706.17)	\$0.00	\$1,632,144.00	\$0.00	\$1,632,144.00
575 - NMFA LOANS	\$0.00	\$66,602.04	\$121,648.92	\$100,608.00	(\$95,312.20)	(\$193,546.76)	\$0.00	\$0.00	\$0.00
603 - EMERGENCY MANAGEMENT	\$785.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$785.00	\$0.00	\$785.00
604 - FIRE MARSHAL	\$42,808.95	\$0.00	\$116,271.00	\$4,000.00	(\$127,317.28)	\$445.02	\$36,207.69	\$0.00	\$36,207.69
605 - LAW ENFORCEMENT PROTECTION	\$164.98	\$0.00	\$29,000.00	(\$19,999.00)	(\$8,860.00)	\$0.00	\$305.98	\$0.00	\$305.98
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$902,500.00	\$0.00	\$0.00	\$0.00	(\$32,452.53)	\$0.00	\$870,047.47	\$0.00	\$870,047.47
607 - QUARTZ HILL PROJECT	\$0.00	\$0.00	\$221,973.14	\$0.00	(\$164,170.54)	\$0.00	\$57,802.60	\$0.00	\$57,802.60
609 - CARES ACT ELECTION'S GRANT	\$25,770.28	\$0.00	\$0.00	\$0.00	(\$25,770.28)	\$0.00	\$0.00	\$0.00	\$0.00
614 - DETENTION CENTER	\$117,027.75	\$0.00	\$2,790,462.82	\$1,100,000.00	(\$2,334,669.07)	(\$1,222,269.54)	\$450,551.96	\$0.00	\$450,551.96
620 - 1% REAPPRAISAL FUND	\$255,988.03	\$0.00	\$83,022.23	\$500.00	(\$319,193.90)	\$0.00	\$20,316.36	\$0.00	\$20,316.36
648 - TPF COUNTY ROAD 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
649 - AMERICAN RESCUE PLAN ACT	\$2,590,653.00	\$0.00	\$0.00	\$0.00	(\$318,938.78)	\$0.00	\$2,271,714.22	\$0.00	\$2,271,714.22
650 - NMFA COMP. GRANT	\$0.00	\$0.00	\$0.00	\$26,566.00	(\$50,000.00)	\$0.00	(\$23,434.00)	\$0.00	(\$23,434.00)
651 - CAPITAL OUTLAY PROJECTS	\$32,787.65	\$0.00	\$171,832.89	\$125,376.73	(\$232,448.67)	\$0.00	\$97,498.60	\$0.00	\$97,498.60
TOTALS=	\$13,251,311.88	\$5,336,371.18	\$21,305,321.03	\$0.00	(\$15,847,221.39)	(\$6,190,047.49)	\$17,855,735.21	(\$3,616,955.26)	\$19,037,864.08



BAR #8 RESOLUTION #2022-33

TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY DEPARTMENT	REVENUE EXPENDITURE (TO or FROM)	CIBOLA COUNTY ACCOUNT#	DESCRIPTION OF ACCOUNT	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
S	A Bonds	Transfer	569-000-499-09401	From 569 to 401	\$300,264.00	\$449,736.00	\$750,000.00	Bond Payment Made - Increase Transfer back to GF.
S	GF	Transfer	401-012-499-09569	From 569 to 401	\$300,264.00	\$449,736.00	\$750,000.00	Bond Payment Made - Increase Transfer back to GF.
S	A Bonds	Revenue	569-99-300-00314	GRT Hold Harmless	\$1,187,892.00	\$100,000.00	\$1,287,892.00	Increase GRT
S	B Bonds	Revenue	570-99-300-41300	GRT 1st 1/8 & 1/16	\$976,985.00	\$50,000.00	\$1,026,985.00	Increase GRT
S	B Bonds	Transfer	570-000-499-09401	From 570 to 401	\$707,398.00	\$542,602.00	\$1,250,000.00	Bond Payment Made - Increase Transfer back to GF.
S	GF	Transfer	401-012-499-99570	From 570 to 401	\$707,398.00	\$542,602.00	\$1,250,000.00	Bond Payment Made - Increase Transfer back to GF.
S	LDWI	Revenue	439-62-300-80300	DWI Probation Fees	\$45,000.00	\$10,693.00	\$55,693.00	More DWI's creating an increase in fees
S	Farm & Range	Revenue	403-41-300-64000	Taylor Grazing Act Fees	\$7,800.00	\$1,250.00	\$9,050.00	Taylor Grazing fees higher than budgeted for
S	Indigent	Revenue	406-55-300-41000	GRT 2nd 1/8th (.125)	\$624,657.00	\$25,000.00	\$649,657.00	GRT Higher than projected
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S	A Bonds	Expenditure	569-093-450-26100	Investment Maint. & Admin Fees	\$41,066.00	\$13,500.00	\$54,566.00	GRT Higher than projected
S	NMFA Loans	Revenue	575-90-300-41100	NMFA Loan Proceeds	\$0.00	\$121,000.00	\$121,000.00	New Loan for fire vehicles not budgeted
S	Detention	Transfer	614-102-499-09401	From 401 to 614	\$1,521,396.25	\$600,000.00	\$2,121,396.25	Transfers in need to be increased to cover fund deficit
S	NMFA Comprehensive	Transfer	650-085-499-00401	From 650 to 401	\$25,000.00	\$25,000.00	\$50,000.00	Need to cover final expenditures until reimbursement
S	NMFA Comprehensive	Transfer	650-085-499-00650	From 401 to 650	\$25,000.00	\$25,000.00	\$50,000.00	Need to cover final expenditures until reimbursement
S	GF	Transfer	401-011-499-09650	From 401 to 650	\$25,000.00	\$25,000.00	\$50,000.00	Need to cover final expenditures until reimbursement
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S	Sheriff	Expenditure	401-005-408-00002	FULL TIME SALARIES	\$873,101.00	\$163,000.00	\$1,036,101.00	Underbudgeted
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S	Indigent	Expenditure	406-055-420-09116	MEDICAID SUPPORT	\$220,000.00	\$35,000.00	\$255,000.00	Higher than projected
S	E-911	Expenditure	435-070-435-00064	Social Security 6.2%	\$29,499.00	\$7,000.00	\$36,499.00	Budgeted low
S	E-911	Expenditure	435-070-435-00068	Medicare 1.45%	\$6,899.00	\$1,750.00	\$8,649.00	Budgeted low
S	Detention	Expenditure	614-100-457-00253	Payments on Agreements - ICE	\$1,300,000.00	\$1,000,000.00	\$2,300,000.00	Budgeted low
S	Detention	Expenditure	614-100-457-00306	Care of Prisoners--Adults	\$1,858,390.00	\$600,000.00	\$2,458,390.00	Budgeted low
S	E-911	Expenditure	435-070-435-00002	FULL TIME SALARIES	\$458,999.00	\$41,000.00	\$499,999.00	Budgeted low
S	E-911	Expenditure	435-070-435-00065	GROUP INS	\$111,228.00	\$10,750.00	\$121,978.00	Budgeted low
S	E-911	Expenditure	435-070-435-00081	Retiree Health Care 2.0%	\$9,016.00	\$200.00	\$9,216.00	Budgeted low



Monthly Multiple Choice

What do the acronyms PILT or PILOT stand for?

- A – Payment in Lieu of Taxes
- B – Property & Infrastructure Listing on Taxes
- C – Purple Increments Leaving on Time
- D – Payments In Last / On Time

Answer: A - Payments in Lieu of Taxes (PILT or PILOT) are Federal payments to local governments to help offset losses in property taxes due to the existence of nontaxable Federal lands within their boundaries. The original law is Public Law (P.L.) 94-565, dated October 20, 1976. This law was rewritten and amended by P.L. 97-258 on September 13, 1982 and codified at [Chapter 69, Title 31 of the United States Code](#). The law recognizes the financial impact of the inability of local governments to collect property taxes on federally owned land.

The End Questions or Concerns?



NEW MEXICO • EST. 1981

Slide Outline and Notes of Cibola County Finance Report

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

Commission Meeting June 23, 2022

Finance Report Cover Page

Cibola County Updates

- Finance Reports & the FY22 Budget located on Finance Department webpage.
- The Main Operating account is reconciled to the bank through May 31st except for the audit finding amount of \$317,557 and the Treasurer's office has the Tax operating account reconciled through February. We continue to work with TYLER on addressing the reconciliations.
- Public Budget Workshop

GRT Tracker

Here is our Gross Receipts history and the red line designates this fiscal year's GRT up through June of 2022.

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 no longer being paid by the county. I reached out to the New Mexico Finance Authority to confirm we no longer have any debt associated with the Northwest New Mexico Regional Solid Waste Authority (NWNMRSWA). We had been paying 50% of our Environmental GRT increment each month for the Authority to supplement paying off a loan with NMFA by a joint power's agreement with the City of Grants, Village of Milan, Cibola County, McKinley County, City of Gallup, and the NWNMRSWA.

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. We are all trending upwards.

Property Taxes

Here we have our property tax collections for the county portions based on our mill levy rates. The county portions are shown here. We have already hit our budget authority ceiling with our delinquent taxes again and I will get a budget adjustment prepared to increase the budget authority. Every municipality, county, hospital, school or special district has its own property tax rate. The County Treasurer collects all property taxes for all entities and disperses the portions out according to each entities property tax rate. By statute the county keeps a 1% administrative fee on all taxes collected and those funds can only be spent by the County Assessor for their operations. We put those funds in our 1% Reappraisal Fund #620 that you can see on our monthly recap.

May 31, 2022 - Monthly Report

Here is our May 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.

We have one deficit at this time in the NMFA Comp Fund. We are currently awaiting a reimbursement to cover the deficit.

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 #8 Resolution 2022-33

These are all state budget adjustments in BAR #8. The third column lets you easily determine if it is a revenue account or expenditure account through color coding. Red for expenditure and green for revenue.

Monthly Multiple Choice

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The End – Questions or Concerns???



9a.

Recognition & Awards

Sheriff's Dept-No Documentation



10a.

Resolution 22-33

Budget Adjustment Number 8

Cibola County

700 E. Roosevelt Ave., Suite 50

Grants, New Mexico 87020

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

Cibola County Commission

Daniel J. Torrez, Chairman

Martha Garcia, 1st Vice-Chair

Christine Lowery, 2nd Vice-Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner



Kate Fletcher
County Manager

Resolution No. 2022-33 BAR #8

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 attached, *Schedule of Budget Adjustments 2022-30A* 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 23rd day of June, 2022.

THE BOARD OF COUNTY COMMISSIONERS:

Daniel Torrez, Chairman

Martha Garcia, 1st Vice-Chair

Dr. Christina Lowery, 2nd Vice-Chair

Robert Windhorst, Commissioner

Ralph Lucero, Commissioner

ATTEST:

Michelle E Dominguez, County Clerk

TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY DEPARTMENT	REVENUE EXPENDITURE TRANSFER (TO or FROM)	CIBOLA COUNTY ACCOUNT#	DESCRIPTION OF ACCOUNT	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
S	A Bonds	Transfer	569-000-499-09401	From 569 to 401	\$300,264.00	\$449,736.00	\$750,000.00	Bond Payment Made - Increase Transfer back to GF.
S	GF	Transfer	401-012-499-09569	From 569 to 401	\$300,264.00	\$449,736.00	\$750,000.00	Bond Payment Made - Increase Transfer back to GF.
S	A Bonds	Revenue	569-99-300-00314	GRT Hold Harmless	\$1,187,892.00	\$100,000.00	\$1,287,892.00	Increase GRT
S	B Bonds	Revenue	570-99-300-41300	GRT 1st 1/8 & 1/16	\$976,985.00	\$50,000.00	\$1,026,985.00	Increase GRT
S	B Bonds	Transfer	570-000-499-09401	From 570 to 401	\$707,398.00	\$542,602.00	\$1,250,000.00	Bond Payment Made - Increase Transfer back to GF.
S	GF	Transfer	401-012-499-99570	From 570 to 401	\$707,398.00	\$542,602.00	\$1,250,000.00	Bond Payment Made - Increase Transfer back to GF.
S	LDWI	Revenue	439-62-300-80300	DWI Probation Fees	\$45,000.00	\$10,693.00	\$55,693.00	More DWI's creating an increase in fees
S	Farm & Range	Revenue	403-41-300-64000	Taylor Grazing Act Fees	\$7,800.00	\$1,250.00	\$9,050.00	Taylor Grazing fees higher than budgeted for
S	Indigent	Revenue	406-55-300-41000	GRT 2nd 1/8th (.125)	\$624,657.00	\$25,000.00	\$649,657.00	GRT Higher than projected
S	County Fire Protection	Expenditure	475-050-401-02261	Administrative Charges	\$5,546.00	\$4,000.00	\$9,546.00	GRT Higher than projected
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S	Detention	Expenditure	614-100-457-00253	Payments on Agreements - ICE	\$1,300,000.00	\$1,000,000.00	\$2,300,000.00	Budgeted low
S	Detention	Expenditure	614-100-457-00306	Care of Prisoners--Adults	\$1,858,390.00	\$600,000.00	\$2,458,390.00	Budgeted low
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S	E-911	Expenditure	435-070-435-00081	Retiree Health Care 2.0%	\$9,016.00	\$200.00	\$9,216.00	Budgeted low

County Clerk

Date _____

Board Chairman

Date _____



10b.

Resolution 22-34

To Adopt A Midpoint Scale Policy



**CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION № 2022-34**

**SETTING SALARIES OF COUNTY EMPLOYEES PURSUANT TO THE SALARY
PLAN STUDY**

WHEREAS, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Ave., Suite 50, Grants, NM 87020, on June 23, 2022, at 5:00 p.m. as required by law; and,

WHEREAS, NMSA 1978, Section 4-38-19 (A) (1973) provides that “[a] board of county commissioners may set the salaries of such employees and deputies as it feels necessary to discharge the functions of the county, except that elected county officials have the authority to hire and recommend the salaries of persons employed by them to carry out the duties and responsibilities of the offices to which they are elected;” and,

WHEREAS, Section 13.3 of the County’s Personnel Policy, Ordinance 2018-03, allows amendment by resolution or motion of the general wage and classification plan and the general wage schedule when appropriate; and,

WHEREAS, an equitable and competitive compensation plan is intended to attract and retain the County’s workforce by considering the needs of employees as well as the financial needs and obligations of the County; and,

WHEREAS this Resolution does not apply to chief deputies, the undersheriff, the sheriff’s executive assistant, or employees who are members of collective bargaining units.

WHEREAS, a Salary Plan Study was completed for Cibola County in August of 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Cibola County Commission that the salary of newly hired employees should be set at the hiring, or minimum rates identified in the salary study unless selection is unusually difficult due to specialized qualifications, in which case, the County Manager or his/her designee, after consultation with the potential employee’s direct supervisor and the Human Resources Director, if applicable, may approve a higher initial rate of pay.

BE IT FURTHER RESOLVED that given the objective of moving County salaries to at least the midpoint, that upon showing of longevity, required certifications, or other objective measure of merit, the County Manager or his/her designee, after consultation with an employee's direct supervisor and the Human Resources Director, if applicable, may approve increases based on the said criteria.

APPROVED, ADOPTED, AND PASSED on this 23rd day of June 2022.

BOARD OF COUNTY COMMISSIONERS

DANIEL TORREZ, CHAIR

MARTHA GARCIA, 1ST VICE-CHAIR

CHRISTINE LOWERY, 2ND VICE-CHAIR

RALPH LUCERO, MEMBER

ROBERT WINDHORST, MEMBER

ATTEST BY:

MICHELLE E. DOMINGUEZ, COUNTY CLERK



10c.

Local Driving While Intoxicated (LDWI)

FY23 Grant agreement # 23-D-G04

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR



DEBORAH K. ROMERO
CABINET SECRETARY

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

May 18, 2022

VIA EMAIL

The Honorable Commissioner Daniel Torres
Cibola County Commission Chair
700 E. Roosevelt #50
Grants, NM 87020

Through Joanna Pena, DWI Coordinator

Dear Commissioner Torres:

Attached is the Local Driving While Intoxicated (LDWI) Grant Agreement for the County DWI Program, #23-D-G-04 for your review and approval. **Please note that an original, wet or electronic, authorized signature is required on page 8 of the Agreement.** Once signed, return the Agreement to the LDWI Program Manager for execution. We will return to you the fully executed Agreement for your files.

Reimbursement requests for expenditures must be completed on the approved LDWI Program forms and include back up documentation for each expenditure.

If you have any questions or require additional information, please call or email Malia Melhoff, LDWI Program Manager, at (505) 231-0735 or MaliaM.Melhoff@state.nm.us.

Sincerely,

A handwritten signature in cursive script that reads "Julie Krupcale".

Julie Krupcale, LDWI Bureau Chief
Local Government Division

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

DWI GRANT AGREEMENT
Program No. **23-D-G-04**

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the "**Division**," and the **County of Cibola**, hereinafter called the "**Grantee**," collectively called "**the Parties**."

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated ("LDWI") Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the "Act") and the LDWI Grant Program Regulations 2.110.4 NMAC (the "Regulations"); and

WHEREAS, on April 19, 2022, the DWI Grant Council awarded the Grantee **\$40,000.00** to support programs, services and activities to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Program"); and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as Exhibit "A", and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Program Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. The term of this Grant Agreement shall become effective **July 1, 2022** and will terminate on **June 30, 2023**.
- B. The General Appropriation Act of 2022, Section 3, General Provisions (C) states: "Amounts set out in Section 4 of the General Appropriation Act of 2022, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2023 for the objects expressed". Per Section 11-6A-6(E) of the Act, any unexpended funds at the end of a fiscal year revert to the Local DWI Grant Fund.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees to systematically collect, analyze and use data to examine programs, initiatives and policies by looking at both the process and the outcomes to assess their effectiveness. The Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.
2. The Grantee agrees that data entered into the DWI Screening Program, which includes the Managerial Data Set (MDS) Database, is complete, accurate and allows the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
3. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "HIPAA Regulations").

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of screening fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 31, 2022**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" in accordance with HIPAA.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 31, 2022**, **January 31, 2023**, and **May 1, 2023** for review and comment.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Program. The Final Report shall include the information called for in Article III,

Paragraph B(1) and B(2) for the fourth quarter. This requirement shall survive the termination of this Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than **July 10, 2023**.

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Program. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division. This requirement shall survive the termination of this Grant Agreement.
2. The Annual Report shall be submitted no later than **July 28, 2023**.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Forty Thousand Dollars and no Cents (\$40,000.00)**. The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", which by this reference are fully incorporated into this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D(1)"; and Detailed Breakdown By Budget Line Item Form, including Screening Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and any capital expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to immediately terminate this Grant Agreement at any time if, in the judgment of the Division, the

provisions of this Grant Agreement are violated or the activities described in the Program Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.

- B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, and Article V, Paragraph A, above, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Program Description and procured and executed in accordance with applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199,

NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Program related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Without limiting the foregoing, Grantee shall be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if written justification is provided confirming that the organization is the only one in the area that can provide the services, which are uniquely and substantially related to the intended purpose of the contract. The Grantee shall be required to submit to the Division written documentation describing the reason(s) for sole source contracting prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements set forth in the State Procurement Code.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. It will comply with all applicable HIPAA requirements and regulations.

ARTICLE VII - RETENTION OF RECORDS

All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC. The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:

Name: Joanna Pena
Title: Coordinator
Address: 700 E. Roosevelt
Grants, NM 87020

Phone: (505) 285-2585
Email: Joanna.pena@co.cibola.nm.us

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Malia Melhoff
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501

Phone: (505) 231-0735
Email: MaliaM.Melhoff@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of **10 percent** of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Twenty Five Thousand Dollars and No Cents (\$25,000.00) (63%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed, expenditures greater than **ten percent** of its overall grant funding for capital purchases incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol by July 29, 2022**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol by July 29, 2022**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.
- E. The Grantee shall submit to the Division written copies of the description of the

compliance monitoring program protocol by July 29, 2022, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.

- F. The Grantee shall submit **LDWI Planning Council by-laws by July 29, 2022**.
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained, at a minimum on a quarterly basis.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database. Data shall be entered and maintained on a quarterly basis.**
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Cibola may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Cibola's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

CIBOLA COUNTY

By: _____
Authorized Signatory Date

(Type or Print Name)

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

By: _____
Donnie Quintana, Director Date

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: Cibola County

Grant No.: 23-D-G-04

Grant Amount: \$40,000.00

Grantee will provide DWI program activities in the following areas:

1. Screening:

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

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

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

2. Treatment: Outpatient/Jail based

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

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

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

The Children, Youth and Families Department (CYFD) has the statutory authority to oversee the Court Ordered Domestic Violence Offender Treatment and Intervention Programs (DVOTI). Any LDWI program funds used to supplement county DVOTI programs must adhere to the CYFD rule on DVOTI's, NMAC 8.8.7. DVOTI funded programs/personnel must participate in LDWI Planning Council meetings and coalition meetings.

3. Compliance Monitoring/Tracking:

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

4. Coordination, Planning, and Evaluation:

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

5. Alternative Sentencing:

Alternative sentencing provides the courts with sentencing alternatives to traditional incarceration, including electronic monitoring devices, alcohol monitoring devices, community custody, DWI Courts, and Alternative Adjudication programs (AJAP) including Teen Courts.

AJAP funding is limited to \$40,000 of LDWI funds. All AJAP's funded through the LDWI grant program must adhere to the Juvenile Adjudication Fund Guidelines, which can be found on the DFA website. All DWI courts must follow AOC specialty court guidelines.

**EXHIBIT "B" QUARTERLY REPORT CHECKLIST AND CERTIFICATION
DISTRIBUTION/DWI GRANT**

Grantee: _____

Quarter: _____

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation	Grant: _____ Received complete: _____ <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent	Distribution: _____ Received complete: _____ <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Complete, Review & Attach Managerial Data Set (MDS) Quarterly Report from NOBLE	<input type="checkbox"/> Review Managerial Data Set (MDS) Quarterly Report
<input type="checkbox"/> Complete, Review & Attach Database Screening & Tracking Quarterly Report from NOBLE	<input type="checkbox"/> Review Database Screening & Tracking Quarterly Report
<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)	<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)
<input type="checkbox"/> Successes/Challenges	<input type="checkbox"/> Successes/Challenges
<input type="checkbox"/> Evaluation Update Narrative	<input type="checkbox"/> Evaluation Update Narrative

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Program Representative Signature

Print Name

Date

County/City Official Signature

Print Name

Date

FOR DFA USE ONLY

I certify that I have reviewed the attached documents for accuracy.

LDWI Program Manager Signature

Print Name

Date

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

Grant:

<u>Budget</u>	
0.00	Prevention
0.00	Enforcement
0.00	Screening
20,000.00	Treatment: Outpatient/Jailbased
10,000.00	Compliance Monitoring/Tracking
5,000.00	Coordination, Planning & Evaluation
5,000.00	Alternative Sentencing
Totals:	
40,000.00	

ck

40,000.00

Cibola County
700 E. Roosevelt Ave., Suite 50
Grants, NM 87020
505-285-2581
23-D-G-04

In-Kind Match:

<u>Budget</u>	
0.00	Prevention
0.00	Enforcement
25,000.00	Screening
0.00	Treatment: Outpatient/Jailbased
0.00	Compliance Monitoring/Tracking
0.00	Coordination, Planning & Evaluation
0.00	Alternative Sentencing
Totals:	
25,000.00	

ck 25,000.00

Tot. Bud. Expd: 65,000.00 ck

65,000.00

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Payment Request No.: 1

I. A. Grantee: Cibola County B. Address: 700 E. Roosevelt Ave., Suite 50 Grants, NM 87020 C. Telephone No.: 505-285-2581 D. Grant No.: 23-D-G-04		II. Payment: A. Grant Award: \$40,000.00 B. Funds Received To Date: \$0.00 C. Amount Requested This Payment: \$0.00 D. Grant Balance: \$40,000.00		Enter Date---->	
		Grant		In-Kind Match	
Budget Line Items	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures	Total YTD Expenditures
ADMINISTRATIVE					
Personnel Services					Per. Serv. 0.00
Employee Benefits					Empl. Ben. 0.00
PROGRAM					
Personnel Services	0.00	0.00	0.00	0.00	Per. Serv. 0.00
Employee Benefits	0.00	0.00	0.00	0.00	Empl. Ben. 0.00
Travel (In-State)	0.00	0.00	0.00	0.00	Travel In 0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	Travel Out 0.00
Supplies	0.00	0.00	0.00	0.00	Supplies 0.00
Operating Costs	20,000.00	0.00	20,000.00	0.00	Operating 0.00
Contractual Services	20,000.00	0.00	20,000.00	0.00	Contractual 0.00
Minor Equipment	0.00	0.00	0.00	0.00	Minor Equip. 0.00
Capital Purchases	0.00	0.00	0.00	0.00	Capital Purch 0.00
TOTALS	40,000.00	0.00	40,000.00	0.00	0.00

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer (Printed Name and Title) _____ Grantee Representative (Printed Name and Title) _____

Grantee Fiscal Officer (Signature) _____ Date _____ Grantee Representative (Signature) _____ Date _____

(DFA/Local Government Division Use Only)

Local Government Division Fiscal Officer _____ Date _____ Local Government Division Program Manager _____ Date _____

LOCAL DWI GRANT PROGRAM
Request for Payment/Financial Status Report
Breakdown By Component

Grantee: Cibola County
Grant No.: 23-D-G-04
Request No. 1

Total Grant Funds Requested This Request: 0.00
Total In-Kind Match This Request: 0.00
Total Expenditures Reported This Request: 0.00

Grant:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Prevention	0.00	0.00	0.00	0.00
Enforcement	0.00	0.00	0.00	0.00
Screening	0.00	0.00	0.00	0.00
Treatment: Outpatient/Jailbased	20,000.00	0.00	20,000.00	0.00
Compliance Monitoring/Tracking	10,000.00	0.00	10,000.00	0.00
Coordination, Planning & Evaluation	5,000.00	0.00	5,000.00	0.00
Alternative Sentencing	5,000.00	0.00	5,000.00	0.00
Totals:	40,000.00	0.00	40,000.00	0.00

In-Kind Match:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Prevention	0.00	0.00	0.00	0.00
Enforcement	0.00	0.00	0.00	0.00
Screening	0.00	0.00	0.00	0.00
Treatment: Outpatient/Jailbased	25,000.00	0.00	25,000.00	0.00
Compliance Monitoring/Tracking	0.00	0.00	0.00	0.00
Coordination, Planning & Evaluation	0.00	0.00	0.00	0.00
Alternative Sentencing	0.00	0.00	0.00	0.00
Totals:	25,000.00	0.00	25,000.00	0.00

Total Expenditures This Reimbursement: 0.00
Total Expenditures Year to Date: 0.00
Checks: 0.00
0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Representative (Signature)

Title

Date

Exhibit G - Grant

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: _____
Grant No.: _____
Request No.: _____

Total Grant Funds Requested This Request: 0.00
Total In-Kind Match This Request: 0.00
Total Expenditures Reported This Request: 0.00

Grant Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

Pay Period	Name	Job title	Document Identifier	Amount	Component
Total Personnel Services:				0.00	

Employee Benefits

Pay Period	Name	Job title	Document Identifier	Description	Amount	Component
Total Employee Benefits:					0.00	

Travel (In-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (In-State):					0.00	

Capital Purchases

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Capital Purchases:						0.00

Total Capital Purchases:

Total Grant Fund Reimbursement Request:

Check: 0.00

Grantee Representative (Signature)

Title

Date _____

Exhibit G - Grant In-Kind Match

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: 0
Grant No.: 0
Request No.: 0

Total Grant Funds Requested This Request: 0.00
Total In-Kind Match This Request: 0.00
Total Expenditures Reported This Request: 0.00

In-Kind Match Expenditures:

ADMINISTRATIVE

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
Total Personnel Services:					0.00	

Employee Benefits

Pay Period

<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
Total Employee Benefits:					0.00

PROGRAM

Personnel Services

Pay Period

<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
Total Personnel Services:					0.00

Employee Benefits

Pay Period

<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
Total Employee Benefits:					0.00

Travel (In-State)

Date of Travel & Location

<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Sl. No.	Name of the Candidate	Roll No.	Grade	Score	Remarks
1	ABHIRAM K	101	10	100	
2	ADARSH K	102	10	100	
3	ADITHYAN K	103	10	100	
4	ADITHYAN K	104	10	100	
5	ADITHYAN K	105	10	100	
6	ADITHYAN K	106	10	100	
7	ADITHYAN K	107	10	100	
8	ADITHYAN K	108	10	100	
9	ADITHYAN K	109	10	100	
10	ADITHYAN K	110	10	100	
11	ADITHYAN K	111	10	100	
12	ADITHYAN K	112	10	100	
13	ADITHYAN K	113	10	100	
14	ADITHYAN K	114	10	100	
15	ADITHYAN K	115	10	100	
16	ADITHYAN K	116	10	100	
17	ADITHYAN K	117	10	100	
18	ADITHYAN K	118	10	100	
19	ADITHYAN K	119	10	100	
20	ADITHYAN K	120	10	100	
21	ADITHYAN K	121	10	100	
22	ADITHYAN K	122	10	100	
23	ADITHYAN K	123	10	100	
24	ADITHYAN K	124	10	100	
25	ADITHYAN K	125	10	100	
26	ADITHYAN K	126	10	100	
27	ADITHYAN K	127	10	100	
28	ADITHYAN K	128	10	100	
29	ADITHYAN K	129	10	100	
30	ADITHYAN K	130	10	100	
31	ADITHYAN K	131	10	100	
32	ADITHYAN K	132	10	100	
33	ADITHYAN K	133	10	100	
34	ADITHYAN K	134	10	100	
35	ADITHYAN K	135	10	100	
36	ADITHYAN K	136	10	100	
37	ADITHYAN K	137	10	100	
38	ADITHYAN K	138	10	100	
39	ADITHYAN K	139	10	100	
40	ADITHYAN K	140	10	100	
41	ADITHYAN K	141	10	100	
42	ADITHYAN K	142	10	100	
43	ADITHYAN K	143	10	100	
44	ADITHYAN K	144	10	100	
45	ADITHYAN K	145	10	100	
46	ADITHYAN K	146	10	100	
47	ADITHYAN K	147	10	100	
48	ADITHYAN K	148	10	100	
49	ADITHYAN K	149	10	100	
50	ADITHYAN K	150	10	100	
51	ADITHYAN K	151	10	100	
52	ADITHYAN K	152	10	100	
53	ADITHYAN K	153	10	100	
54	ADITHYAN K	154	10	100	
55	ADITHYAN K	155	10	100	
56	ADITHYAN K	156	10	100	
57	ADITHYAN K	157	10	100	
58	ADITHYAN K	158	10	100	
59	ADITHYAN K	159	10	100	
60	ADITHYAN K	160	10	100	
61	ADITHYAN K	161	10	100	
62	ADITHYAN K	162	10	100	
63	ADITHYAN K	163	10	100	
64	ADITHYAN K	164	10	100	
65	ADITHYAN K	165	10	100	
66	ADITHYAN K	166	10	100	
67	ADITHYAN K	167	10	100	
68	ADITHYAN K	168	10	100	
69	ADITHYAN K	169	10	100	
70	ADITHYAN K	170	10	100	
71	ADITHYAN K	171	10	100	

[illegible][illegible][illegible][illegible][illegible][illegible]

Exhibit G - Grant In-Kind Match

Total In-Kind Match:

Check: 0.00 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Grantee Representative (Signature)

Title

Date



10d.

FY23 Membership Agreement

NWNM Council of Gov.

NORTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS
MEMBERSHIP AGREEMENT
with
CIBOLA COUNTY
Fiscal Year 2023

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

1. COG agrees to provide for the following:
 - a. Performance of professional work in service to the MEMBER, including specific assignments as requested and mutually concurred by the MEMBER and COG throughout the course of this Agreement, drawn from the COG's Menu of Services; such service to include assignment of a professional planner to direct Member Services, in alignment with the Member Dues & Services policy adopted by the COG Board of Directors.
 - b. Continued leadership and performance in local and regional development activities, as supported by local, state, federal and philanthropic grants and contracts.
 - c. Competent management and stewardship of the COG's resources and responsibilities, on behalf of its Members.
2. MEMBER agrees to provide for the following:
 - a. To remain a voting member on the COG's Board of Directors, to consist of up to two (2) representatives to the Board and up to two (2) alternates, and to participate in the COG's governance, policy development and administrative oversight.
 - b. To pay annual dues into the treasury of the COG in the amount of **\$20,500** per annum, such payment to be rendered *one annual payment at the beginning of the fiscal year* for the annual period July 1, 2022 through June 30, 2023.
3. It is mutually understood and agreed that:
 - a. A portion of the Membership dues shall be committed to the support of the COG organization as a whole and to its general operating and overhead expenses, including matching funds as required for certain state and federal grants;
 - b. A portion of the dues shall be available for direct communications with and services to the MEMBER, including specific assignments as requested and mutually concurred by the MEMBER and the COG; and
 - c. For significant tasks and assignments requiring staffing above and beyond the levels specified herein, the COG may negotiate for and/or assist in securing additional funds to supplement this agreement.

NORTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS

COUNTY OF CIBOLA

Date: _____
Billy W. Moore, Board Chair

Date: _____
Daniel J. Torrez, Chairman

ATTEST: _____
Evan Williams, Executive Director

ATTEST: _____
Michelle E. Dominguez, County Clerk



CIBOLA COUNTY

Two-Year (FY23-FY24) Direct Services Work Program
Executed – May 2022

FY23 | July 1, 2022 – June 30, 2023

FY24 | July 1, 2023 – June 30, 2024

MEMBER SERVICES

Following the COG Board of Directors adopted Member Dues & Services Policy, Cibola County is eligible to receive up to **240 hours** of direct services by request per the Northwest New Mexico Council of Governments' (COG) menu of services. The COG is most interested in restoring our partnership with Cibola County and getting the opportunity to showcase our value through demonstrated services and work product.

STAFF ASSIGNMENTS

- **Brandon Howe**, Planner, will be the lead manager of this work program and provide day-to-day services.
- **Robert Kuipers**, Associate Planner, will provide support activities as needed.
- [Other staff can be assigned on a project-by-project basis.]

GENERAL SERVICES

Manager Consultation Sessions: COG staff will consult regularly with the County Manager, including monthly check-in and quarterly consultation sessions to discuss issues, trends, needed services or strategies, and progress and adjustments to the two-year work program. Quarterly reports can be generated and discussed as part of the consultation and annual reports and presentations can be made upon request.

Fiscal Agency: Due to Executive Order 2013-006, the COG has been approved and set-up as an alternative fiscal agent for projects and programs. Our fee for capital outlay projects has been set by our Board of Directors and this service is only for dues paying members. The COG currently has no open projects with the County.

ICIP/Projecteering: The COG staff stands ready to help in setting priorities through the State Infrastructure Capital Improvement Plan (ICIP), reviewing project plans, and developing financing strategies for local and regional projects. This will be a standard item for monthly check-ins to understand project status, overcome roadblocks, and plan next steps with Managers and/or key staff.

FY2023/24 Timeline:

Time-Period	April – June 2022 - 2023	July 2022 - 2023	August 2022 - 2023
Activity	<ul style="list-style-type: none">• ICIP Training Series• Internal Work Sessions (as needed)	<ul style="list-style-type: none">• ICIP Project Updates• Adoption of Resolution	<ul style="list-style-type: none">• ICIP Documentation Assembly• ICIP Submission to State• Priority Project Summaries

PLANNING

Comprehensive Plan: The COG, under special contract, assisted Cibola County to update the Comprehensive Plan. The Comprehensive Plan was presented to the Cibola County Commission on May 26, 2022 and was subsequently adopted via resolution. Per the request of a commissioner and approval from the County Manager, COG will work to develop a condensed version of the plan as part of this 2-year work plan. COG will also work with the County to implement the plan by way of the Strategic Plan.



Northwest New Mexico Council of Governments
Two-Year (FY23-24) Direct Services Work Program

FY2023/24 Timeline:

Time-Period	July 2022	August 2022	September – June 2024
Activity	<ul style="list-style-type: none"> Internal meetings to identify need for condensed version Work with commissioner 	<ul style="list-style-type: none"> Update narrative Create implementation matrix Draft condensed version 	<ul style="list-style-type: none"> Implementation of plan via strategic plan Annual review in June 2023

Strategic Plan: The COG, under special contract, assisted Cibola County to develop a Strategic Plan to aid with implementation of the Comprehensive Plan and other county priorities. The Strategic Plan was presented to the Cibola County Commission on May 26, 2022 and was subsequently approved resolution. COG staff will work with the County Manager to take the Strategic Plan and breakdown the identified initiatives and strategies into actionable tasks assigned to responsible employees. Additionally, COG staff will assist the County Manager with training on management software tied to the action items of the strategic planning process. Lastly, COG staff will develop progress reports as needed.

FY2023 Timeline:

Time-Period	July - August 2022	September 2022	September – May 2023	June 2023
Activity	<ul style="list-style-type: none"> Breakdown catalytic initiatives and strategies into actionable tasks Prioritize catalytic initiatives and strategies 	<ul style="list-style-type: none"> Management Software Training 	<ul style="list-style-type: none"> Implementation 	<ul style="list-style-type: none"> Progress report and presentation to commission

FY2024 Timeline:

Time-Period	July - August 2023	September 2023 – June 2024
Activity	<ul style="list-style-type: none"> Annual Update 	<ul style="list-style-type: none"> Progress report and presentation to commission

Comprehensive Housing Market Analysis and Affordable Housing Plan: Cibola County has stressed the need to conduct a Comprehensive Housing Market Analysis and an Affordable Housing plan to clearly identify the housing needs in Cibola County. The market analysis aims to identify the current housing market in Cibola County to highlight the number of housing units needed and to identify areas of opportunity. The plan will serve as the basis for future housing development within the county. In addition to the market analysis, Cibola County has identified the need to develop and adopt an Affordable Housing Plan to provide a mechanism for the County and other local governments to legally contribute to affordable housing development.

FY2023 Timeline:

Time-Period	July – August 2022	September – October 2022	November 2022 – May 2023	June 2022
Activity	<ul style="list-style-type: none"> Develop & issue RFP 	<ul style="list-style-type: none"> Award contract Develop timeline Finalize scope of work 	<ul style="list-style-type: none"> Project Launch Steering committees Plan development 	<ul style="list-style-type: none"> Final plans Approval and/or adoption Close-out

Regional Drainage Master Plan: This plan was developed and adopted in September 2010 through a partnership of Cibola County, City of Grants, Village of Milan, Rio San Jose Flood Control District, and NM Department of Transportation. The COG has worked with Wilson & Company to identify costs to update the plan and include spot drainage analysis throughout the county. Cibola County has agreed to fund the update of the plan through their CARES direct allocation funding. COG staff recommends Army Corps of Engineers funding as possible back-up funding if needed.

FY 2023 Timeline:

Time-Period	June - July 2022	July - September 2022	October - November 2022	December - June 2023
Activity	<ul style="list-style-type: none"> Identify funding Cibola County Commission to approve use of funds 	<ul style="list-style-type: none"> Develop & issue RFP 	<ul style="list-style-type: none"> Award contract Develop timeline Finalize scope of work 	<ul style="list-style-type: none"> Project launch Steering committees Draft & final plans Plan adoption



PROGRAMS

Brownfields Program: In May 2019, the COG and its partners received \$500,000 in brownfields funding to perform Phase I and Phase II environmental site assessments to transition and recycle sites with viable economic development re-use opportunities by determining and eliminating environmental risks. The County would be eligible as a member to submit sites for consideration.

PROJECTEERING

Legislative Briefing and Technical Assistance: COG staff will plan and host a joint legislative forum for Cibola County, the City of Grants and Village of Milan. During this forum, local governments and organizations will be given the opportunity to pitch capital outlay projects to the area legislators. This forum is an important step in the process of securing legislative appropriations.

Furthermore, COG staff will travel to Santa Fé and spend the duration of the session there to advocate and guide the County's capital outlay projects. COG staff will work with your staff, our Delegation, and any hired lobbyist to develop and navigate capital outlay requests through legislative avenues. The COG will send regular updates on key legislation and issues via email and its newsletter "Snapshot of the Session" publications.

FY2023/24 Timeline:

Time-Period	October - December 2022	December - January 2023	January - March 2023	March - May 2023
Activity	• Legislative Forum	• Capital Outlay Requests	• Session Support	• Certifications

FY2023/24 Timeline:

Time-Period	October - December 2023	December - January 2023	January - February 2024	March - May 2024
Activity	• Legislative Forum	• Capital Outlay Requests	• Session Support	• Certifications

Federal Briefing and Technical Assistance: COG staff will assist Cibola County with identification of federal funding opportunities through the Bipartisan Infrastructure Law and will work to ensure project readiness, application development and administration of federal funding. Projects will be vetted to ensure eligibility, readiness, and competitiveness prior to submission. Many Bipartisan Infrastructure Law funding programs will be allocating funding for the next 5-years. The County should take the time to vet and ready projects.

FY2023/24 Timeline:

Time-Period	July 2022 - June 2024
Activity	• Identification, Vetting, Readiness, Application, & Administration based on project and federal timelines

Community Development Block (CDBG) Program

- **Construction Grant Application:** COG staff will work with Cibola County to identify a project and develop a competitive application for the annual CDBG program during the FY2023 or FY2024 cycle. This will remain contingent on County's ability to meet threshold eligibility, commit match, and administer the grant.

FY2023 Timeline:

Time-Period	May - June 2022	July - August 2022	October - November 2022	December 2022
Activity	• Application Workshop • Public Meetings • LMI Methodology	• LMI Calculation • Application Development & Submission	• CDC Presentation • CDC Allocation Hearing	• Implementation Workshop



FY2024 Timeline:

Time-Period	May - June 2023	July - August 2023	October - November 2023	December 2023
Activity	<ul style="list-style-type: none"> • Application Workshop • Public Meetings • LMI Methodology 	<ul style="list-style-type: none"> • LMI Calculation • Application Development & Submission 	<ul style="list-style-type: none"> • CDC Presentation • CDC Allocation Hearing 	<ul style="list-style-type: none"> • Implementation Workshop

- **Planning Grant Application:** Another funding source of the CDBG Program is the planning grant for eligible entities. The fund was established to assist local communities complete planning projects such as comprehensive plans, master plans, preliminary engineering reports, feasibility studies, mapping, asset management plans, etc. Access to this fund remains contingent on County's ability to meet threshold eligibility and comply with Low-to-Moderate Income requirements. There is no timeline for applications and applications are accepted throughout the year and are awarded when funding is available.

Economic Development Administration Grant Programs

The COG will continue to partner and assist Cibola County and its economic development partners to structure and apply for various EDA grants, especially for build-out of the Milan Industrial Park, improvements to the Grants-Milan Municipal Airport, improvements to the Cibola/Grants Business Park, Grants Bio-Park, Outdoor Recreation and other economic development projects within the county.

Transportation Programs

The COG oversees the Regional Transportation Planning Organization (RTPO) program will continue to partner and assist Cibola County on its transportation projects, in terms of structuring and applying for various traditional and non-traditional funding programs. Common NMDOT funding programs to consider are Local Government Road Fund, Transportation Project Fund, Transportation Alternatives Program, Recreational Trails Program and Congestion Mitigation and Air Quality Programs. The COG will also assist the County with funding and project identification and applications to federal transportation funding.

SPECIAL PROJECTS

Zuni Mountains Trail Project Support: As directed by the County Manager, COG staff can continue to assist with the implementation of the Cibola portion of the Zuni Mountains Trail Project. County is currently constructing the Quartz Hill trail project and could begin planning and design of the Ojo Redondo and Bluewater trails. COG recommends utilization of NMDOT's Recreation Trails Program or NMEDD Outdoor Recreation Division's Trails Plus Grant Programs to begin planning and design of the next segments of the Zuni Mountains Trail Project. *(Timelines are based on direction of the County Manager to work on the project)*

Cibola Prescription Trail: Cibola County has identified the need to plan, design and construct the Cibola Prescription Trail located between the County Administrative Complex and Cibola General Hospital. The project will benefit all residents of the county and can be used for employees of both institutions. COG staff will assist with funding identification, applications, and implementation. *(Timelines are based on available funding resources)*

Cibola Administrative Complex Parking Lot: The parking lot in front of the Cibola Administrative Complex was not reconstructed during the county's relocation years ago. Since then, the parking has experience significant use and weathering and is no longer suitable for everyday use. The parking poses a threat for persons with disabilities and should be reconstructed as soon as possible. With direction from the County Manager, COG staff will assist with funding identification, applications, and implementation. *(Timelines are based on available funding resources)*

Milan Swimming Pool Improvements: Both the County and Village have stressed the need for improvements to the Milan Swimming Pool facility to ensure continued operation. The facility is a regional recreation center and a quality of life



amenity for residents of Northwest New Mexico. COG staff will continue to support this project and will seek financing to complete improvements.

GRANTSMANSHIP

The COG can provide Cibola County with technical writing, grant assembly, and submission skills. The COG has valuable experience in grantsmanship and has worked with Cibola County to obtain many valuable investments over the years. The County has notified the COG that assistance with grant identification, writing and submission are greatly needed to implement projects that have been or will be identified in planning documents and other prioritization processes. This section will be finalized based on discussion of what annual grants are needed and where COG support can be leveraged with County staff.

OTHER

INITIATIVES

The COG has set aside time to be used on initiatives that are not on this proposed work program for the period between July 1, 2022, to June 31, 2024. The hours within this set aside can be used for programs, technical assistance, projecteering, and/or grantsmanship. The COG also uses a request-for-service form, so that when projects, problems, or opportunities arise or change, Managers can alert the COG to the need to shift direct hours without a formal update to this two-year work program. Substantial work or projects can also be contracted separately to the COG through an inter-governmental services agreement (ISAs). These typically have their own, separate funding source for work or projects above and beyond this work programs and above the direct hours based on COG Board policy.

Please be advised a portion of your membership dues pays for Regional Planning Initiatives and General COG Support. These include mandatory matches for our grants and contracts with Local Government Division (State Grant-In-Aid), Regional Transportation Planning Organization, and Economic Development Administration.

These also help to leverage the following regional work:

- Economic and Workforce Development
- Transportation/RTPO and MPO Management
- Water Development
- Tourism Planning
- Outdoor Recreation Initiatives
- Broadband Planning
- Brownfields & Environmental Planning
- Trail of the Ancients Scenic Byway



For more information regarding these services, please contact:

Evan Williams, Executive Director

Northwest New Mexico Council of Governments

Phone: 505-722-4327

Fax: 505-722-9211

E-mail: ewilliams@nwnmcog.org

Based on mutual understanding and under an executed annual COG Membership agreement, the executive managers of both organizations are in agreed to pursue this two-year, direct services work program that can be amended at any time. This agreement provides the basis needed for internal staffing, assignments, and calendaring of deadlines.

X _____

Evan J. Williams, *Executive Director*

Northwest New Mexico Council of Governments

X _____

Kate Fletcher, *Manager*

Cibola County

Date: _____

Date: _____





10e.

Seboyetta Fire Station

Adding a Reversionary Clause to Land Deeded
to County

No Documentation Provided
At This Time



10f.

Resolution 22-39

Declaration of County Wide Disaster Due to
Flooding



**BOARD OF COUNTY COMMISSIONERS
RESOLUTION 22-39**

**A RESOLUTION PROCLAIMING AN ONGOING FLOODING DISASTER IN
CIBOLA COUNTY**

WHEREAS, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Ave., Suite 50, Grants, NM 87020, on June 23rd, 2022, at 5:00 p.m. as required by law; and,

WHEREAS, over the past weekend flooding occurred that destroyed or severely damaged roads making egress and ingress impossible; and,

WHEREAS, the damage has already impeded emergency response to a five (5) structure fire in Fence Lake; and,

WHEREAS, road crews have been working around the clock to repair the damage; and,

WHEREAS, weather reports call for additional rain.

NOW, THEREFORE, BE IT RESOLVED by the Cibola County Board of County Commissioners determines the flooding constitutes a disaster. Staff is hereby directed to procure whatever aid, funds, or resources that may be available to assist in preventing further damage and in making the repairs necessary to bring infrastructure back to a functioning condition.

BE IT FURTHER RESOLVED that pursuant to the authority granted under the All Hazard Emergency Management Act, NSMA 1978, Section 12-10-1 *et seq.*, and particularly NMSA 1978, Section 12-10-5 (2007), the Board authorizes the use of all available resources of the County to assist in the County's response to this situation.

APPROVED, ADOPTED, AND PASSED on this 23rd day of June 2022.

BOARD OF COUNTY COMMISSIONERS

DANIEL TORREZ, CHAIR

MARTHA GARCIA, 1ST VICE-CHAIR

CHRISTINE LOWERY, 2ND VICE-CHAIR

RALPH LUCERO, MEMBER

ROBERT WINDHORST, MEMBER

ATTEST BY:

MICHELLE E. DOMINGUEZ, COUNTY CLERK



10g.

Hospital Board Member

Direction to Publish Open Position for Hosp.
Board

No Documentation



10h.

Resolution 22-40

Appointment of Planning Director To
Accelerating Business in Cibola County (ABC)
Committee



**BOARD OF COUNTY COMMISSIONERS
RESOLUTION 22-40**

**A RESOLUTION APPOINTING A MEMBER TO THE ACCELERATING BUSINESS
IN CIBOLA (ABC) BOARD OF DIRECTORS**

WHEREAS, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Ave., Suite 50, Grants, NM 87020, on June 23rd, 2022, at 5:00 p.m. as required by law; and,

WHEREAS, Accelerating Business in Cibola (ABC) is a non-profit being established to focus on providing local entrepreneurs with the tools to succeed in a COVID safe environment; and,

WHEREAS, ABC has recognized the establishment of a Board of Directors that includes individuals who represent the City, County, and the Village interests is critical in meeting the needs of existing and potential entrepreneurs throughout the County; and,

WHEREAS, ABC has requested the county appoint its Planning Director to its Board of Directors.

NOW, THEREFORE, BE IT RESOLVED by the Cibola County Board of County Commissioners appoints its Planning Director to the Accelerating Business in Cibola's Board of Directors.

APPROVED, ADOPTED, AND PASSED on this 23rd day of June 2022.

BOARD OF COUNTY COMMISSIONERS

DANIEL TORREZ, CHAIR

MARTHA GARCIA, 1ST VICE-CHAIR

CHRISTINE LOWERY, 2ND VICE-CHAIR

RALPH LUCERO, MEMBER

ROBERT WINDHORST, MEMBER

ATTEST BY:

MICHELLE E. DOMINGUEZ, COUNTY CLERK



10i (1).

Resolution 22-36

LGRF CO-OP Agreement-Control#L600208

Contract No. _____
Vendor No. 0000047859
Control No. L600208

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Pavement Rehabilitation, Reconstruction, Drainage Improvements, Blade & Shape, Misc., as described in Control No. L600208, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is Two Hundred Fifty-Two Thousand, Five Hundred Seventeen Dollars and Zero Cents (**\$252,517.00**) to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: \$189,388.00

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

2. Public Entity’s required proportional matching share shall be 25%: \$63,129.00

3. Total Project Cost: \$252,517.00

- b. The Public Entity shall pay all Project costs, which exceed the total amount of Two Hundred Fifty-Two Thousand, Five Hundred Seventeen Dollars and Zero Cents (**\$252,517.00**).
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

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

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

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should

reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.

- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2023. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

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

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Cibola County

By: _____

Date: _____

Title: _____

Attest: _____
Cibola County Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

and completed on _____, 20____; and
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

[illegible]



10i (2).

Resolution 22-37

LGRF CO-OP Agreement-Control#L600214

Contract No. _____
Vendor No. 0000047859
Control No. L600214

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Pavement Rehabilitation, Reconstruction, Drainage Improvements, Blade & Shape, Misc., as described in Control No. L600214, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is One Hundred Twenty-Two Thousand, One Hundred and Four Dollars and Zero Cents (**\$122,104.00**) to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$91,578.00**

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

2. Public Entity’s required proportional matching share shall be 25%: **\$30,526.00**

3. Total Project Cost: **\$122,104.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Twenty-Two Thousand, One Hundred and Four Dollars and Zero Cents (**\$122,104.00**).
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

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

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

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should

reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.

- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2023. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

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

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Cibola County

By: _____

Date: _____

Title: _____

Attest: _____
Cibola County Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

and completed on _____, 20____; and
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK:

[illegible]



10i (3).

Resolution 22-38

LGRF CO-OP Agreement-Control#L600216

Contract No. _____
Vendor No. 0000047859
Control No. L600216

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Pavement Rehabilitation, Reconstruction, Drainage Improvements, Blade & Shape, Misc. as described in Control No. L600216 and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is Four Hundred and Twenty-Two Thousand, Three Hundred and Thirty-Three Dollars and Zero Cents (**\$422,333.00**) to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$316,750.00**

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

2. Public Entity’s required proportional matching share shall be 25%: **\$105,583.00**

3. Total Project Cost: **\$422,333.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of Four Hundred and Twenty-Two Thousand, Three Hundred and Thirty-Three Dollars and Zero Cents (**\$422,333.00**).
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

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

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

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should

reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.

- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2023. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

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

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Cibola County

By: _____

Date: _____

Title: _____

Attest: _____
Cibola County Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

and completed on _____, 20____; and
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

FY23



10j. (a)

Requisitions Over \$20,000

Grijalva's Custom Woodshop/Cabinets
etc./Manager's Dept.

\$23,700

[illegible]

Proposal

FROM

GRIJALVA'S CUSTOM WOODSHOP
701 N. 1st Street
Grants, New Mexico 87020
(505) 285-6213

Proposal No.

Sheet No.

Date 5-6-22

Proposal Submitted To

Work To Be Performed At

Name CIBOLA COUNTY OFFICE
Street
City GRANTS
State N.M.
Telephone Number ATT: WENDY

Street CIBOLA COUNTY OFFICE
City
State
Date of Plans
Architect

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

- 26' OF BASE CABS. W/ LAM. TOPS
- 15' OF WINDOW DIVIDERS BY 6" H.
- 21' OF ACCENT WALL BY 10'
- 10' OF ACCENT WALL BY 8'
- 4 INTERIOR DRS. W/ GLASS PANELS FULL SIZE. (PINE)

ALL CABS. TO BE MADE OUT OF 3/8" MELAMINE INTERIOR, SOLID WOOD FACING, AND SHAKER STYLE DOORS, CLEAR ALDER W.D.
LAMINATED TOPS ON A MIDRANGE PRICE, GLASS ON DIVIDERS AND DOOR TO BE TEMPERED, FROSTED ON DIVIDER, CLEAR ON DOORS. PRICE INCLUDES DELIVERY AND INSTALLATION.
COLORS & STAINS WILL BE UP TO CUSTOMER.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner of the sum of

Dollars \$ 23,700⁰⁰

with payments to be made as follows:

50% TO START AND 50% WHEN FINISH.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Respectfully submitted

Per

JUAN GRIJALVA
GRIJALVA'S CUSTOM WOODSHOP

Note-This proposal may be withdrawn by us if not accepted within 30 days



10j. (b)

Requisitions Over \$20,000

Summit Fire and Rescue/Security
Systems/Public Safety Bldg.

\$447,462.31

[illegible]

Jessie Carwile

From: William Hartley [NM-ALBQ] <whartley@summitcous.com>
Sent: Monday, June 13, 2022 1:07 PM
To: Jessie Carwile
Subject: Revised Sheriffs Expansion Systems Proposal
Attachments: Cibola County Public Safety SS SoW 6-13-2022.pdf

Hello Jessie,

Please see the attached revised proposals for the systems as discussed.

Please be advised we are expecting price increases Come July 1st if your able to procure a PO before that date.

Let me know if you have any additional questions or need additional information.

Thank you again boss,

Looking forward to working with you and your team.



William Hartley
Sales Representative

D 505-257-9795
C 505-385-0052

7131 Washington St NE
Albuquerque, NM 87109
Office: 505-884-1217
www.summitfiresecurity.com

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor:
000050118

SFP Holdings Inc.
dba Summit Fire & Security
PO Box 6783
Carl Stream, IL 60197

Contact: Bryan Bundrant
Email: bbundrant@summitfiresecurity.com
Telephone No. (505) 884-1217

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: 00-00000-20-00093AP

Amendment No.: Four

Term: September 9, 2020 - September 8, 2022

Procurement Specialist: Vanessa LeBlanc *VL*

Telephone No.: 505-629-9525

Email: Vanessa.LeBlanc@state.nm.us

Title: Low Voltage Systems and Related Services

This 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:

Update vendor information

To:
0000148690
A-1 National Fire Co, LLC
PO Box 6783
Carol Stream, IL 60197
Contact: Bryan Bundrant
Email: bbundrant@summitfiresecurity.com
Telephone No. (505) 884-1217

To:
000050118
SFP Holdings Inc.
dba Summit Fire & Security
PO Box 6783
Carl Stream, IL 60197
Contact: Bryan Bundrant
Email: bbundrant@summitfiresecurity.com
Telephone No. (505) 884-1217

Please see attached Amendment No. 4 for more information.

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

**STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
Information Technology Agreement
Statewide Price Agreement No.: 00-00000-20-00093AP
Amendment No. 4**

THIS Amendment No. 4 ("Amendment") to the Statewide Price Agreement ("Agreement" or "Contract") is made and entered into by and between the **General Services Department, State Purchasing Division**, hereinafter referred to as the "Procuring Agency," and **SFP Holdings Inc. dba Summit Fire & Security**, previously known as, **A-1 National Fire Co, LLC**, hereinafter referred to as the "Contractor" (collectively, "Parties").

The purpose of this Amendment is to amend the opening paragraph of the Agreement and by updating the Contractor name from "**A-1 National Fire Co, LLC**" to "**SFP Holdings Inc. dba Summit Fire & Security**". This change is a name only. The rights and obligations of the Parties are not affected by the change.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE AGREEMENT ARE AMENDED AS FOLLOWS:

1. Terms and Conditions.

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **General Services Department, State Purchasing Division**, hereinafter referred to as the "Procuring Agency," and **SFP Holdings Inc. dba Summit Fire & Security**, previously known as, **A-1 National Fire Co, LLC**, and hereinafter referred to as the "Contractor".

All other Articles and Deliverable of the original Statewide Price Agreement No. 00-00000-20-00093AP and all prior amendments remain the same.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: *Bryan Bundrant*
Bryan Bundrant
SFP Holdings Inc. dba Summit Fire & Security

Date: 5/31/2022

Approved for legal sufficiency:

By: *Paul Kippert*
Paul Kippert, General Counsel
General Services Department

Date: 6/3/2022

The records of the Taxation and Revenue Department reflect that Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

CRS ID Number: 03-515672-00-4

NOTE: Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By: *Ann Marie Lucero*
Taxation & Revenue Department

Date: 5/31/2022

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: *[Signature]*
Raja Sambandam, Cabinet Secretary and State Chief Information Officer
Department of Information Technology.

Date: 6/7/2022

This Agreement has been approved by the State Purchasing Agent:

By: *Valerie Paulk*
Mark Hayden, State Purchasing Agent
State of New Mexico

Date: 6/7/2022

X This is signed on behalf of the State Purchasing Agent

Certificate Of Completion

Envelope Id: 3EF7A4A9241B447991101636BBB15371

Subject: Please DocuSign: 00-00000-20-00093AP A004.docx

Source Envelope:

Document Pages: 3

Certificate Pages: 6

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:

Vanessa LeBlanc

13 Bataan Blvd

Santa Fe, NM 87508

Vanessa.LeBlanc@state.nm.us

IP Address: 164.64.62.10

Record Tracking

Status: Original

5/27/2022 2:55:11 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Vanessa LeBlanc

Vanessa.LeBlanc@state.nm.us

Pool: StateLocal

Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events

Travis Dutton- Leyda

Travis.Dutton-Leyda@state.nm.us

IT & Construction Bureau Chief

New Mexico General Services, State Purchasing
DivisionSecurity Level: Email, Account Authentication
(None)**Signature***Travis Dutton- Leyda*

Signature Adoption: Pre-selected Style

Signed by link sent to

Travis.Dutton-Leyda@state.nm.us

Using IP Address: 164.64.62.10

Timestamp

Sent: 5/27/2022 2:58:27 PM

Viewed: 5/31/2022 9:25:34 AM

Signed: 5/31/2022 9:29:21 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Vanessa LeBlanc

vanessa.leblanc@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication
(None), Login with SSO*VL*

Signature Adoption: Pre-selected Style

Signed by link sent to vanessa.leblanc@state.nm.us

Using IP Address: 164.64.62.10

Sent: 5/31/2022 9:29:22 AM

Viewed: 5/31/2022 9:29:50 AM

Signed: 5/31/2022 9:29:52 AM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM

ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Bryan Bundrant

bbundrant@summitfiresecurity.com

Fire Life Safety Manager

Security Level: Email, Account Authentication
(None)*Bryan Bundrant*

Signature Adoption: Pre-selected Style

Signed by link sent to

bbundrant@summitfiresecurity.com

Using IP Address: 140.82.162.34

Sent: 5/31/2022 9:29:54 AM

Viewed: 5/31/2022 9:31:13 AM

Signed: 5/31/2022 9:31:34 AM

Electronic Record and Signature Disclosure:

Accepted: 4/13/2021 8:35:48 AM

ID: 717ab3bc-9004-4cf1-a369-77b5ffc1c344



Date of Proposal: June 13, 2022

Proposal Submitted To: Cibola County
Address: 700 East Roosevelt, Suite 50
Grants, NM 87020

Attention: Jessie Carwile Phone: (505) 285-2592

Regarding: Network Cabling, Access Control, Security, and CCTV

Specifications: No specifications provided at time of proposal. Proposal based off verbal direction and floor plan drawings provided by customer at time of proposal.

Site visit - YES ☐ NO ☒

SCOPE OF WORK

General Scope Items:

All pricing provided via the NM State GPO #00-00000-20-00093AP

All pricing includes a 2022 NM State Wage Rate for Zone 4 Public Works.

Customer will need to provide a wage determination at time of contract award.

Network Cabling (WIHA01220077P):

Pricing is provided to supply and install a CommScope/Uniprise CAT6 cable solution for this project. Pricing includes CAT6 cabling to each location indicated on the A-101 customer marked up drawing. 12 strand multimode fiber will be installed between the three IT rooms per customer direction. No fiber included to interface with the county offices MDF side. All jacks, face plates, patch panels, IT closet ladder rack, and horizontal cable managers will be provided and installed by Summit. All rough in, pathways, sleeves, power, equipment racks, grounding bus, vertical cable managers, UPS, electronics, servers, service provider trunks, etc., are to be provided by others. See attached state contract pricing for details. Solution will be provided with 20-year manufactures warranty.

CCTV (WIHA01220076P):

Pricing is provided to supply and install a Hanwha CCTV solution for this facility. Pricing includes the quantity and type of cameras indicated on the customer provided A-101 mark up drawing. All required cabling is to be provided by the network scope. All required PoE switches, pathways, rough in, etc., shall be provided by others. A new server has been included in this proposal to accommodate a fail over design to interface with the existing CCTV Hanwha solution at the county building. The server may be removed from scope if fail over design is not required by the customer. See attached state contract pricing for details.

PACS (Access Control):

Pricing is provided to supply and install the necessary Hirsch PACS equipment to support thirty-one (31) doors and three (3) gates as indicated on the customers provided A-101 mark up drawings. All electrical rough-in boxes, conduit & cable pathways shall be provided by others. All electrical door locking devices and any specialized locking device power supplies shall be provided by others. The new door controllers shall be connected to the existing Cibola County Hirsch DigiTrac network/Velocity Credential Management application via ethernet.

Security/Duress (TOY001220030P):

Pricing is provided to supply and install the necessary Security/Duress equipment to support eight (8) duress buttons configured as three (3) alarm zones located at the Public Safety building. The Duress buttons will be connected, in the same manner as existing buildings are to the Hirsch access control system, then connected to a security panel for off-site alarm monitoring. The System includes primary alarm communication via ethernet, secondary means utilizing a cellular communicator, integration with the current Velocity Access Control management software, programming and setup. In addition, pricing is included to supply and install the necessary security and PACS equipment to also support off-site monitoring of the existing duress alarm located at the existing Cibola County building complex. A one (1) year off-site monitoring account utilizing ethernet with cellular backup is also included within this pricing for both the Public Safety building and the existing Cibola County complex.

EXCLUSIONS

- All required power
- All required electrical rough in, sleeves, pathways, penetrations, cable tray, etc.
- All network electronics, WAP's, Switch Gear, UPS, Routers, Gateways, Firewalls, etc.
- Fiber between Public safety IT closets and existing county IT closets
- All equipment cabinets, cabinet grounding buss, hardware, vertical managers
- CCTV cabling as part of the CCTV pricing (pricing provided in the network)
- All electric locking devices and specialized electric lock power supplies
- Concrete pedestal mount for card reader pedestal at gates
- Door & Gate hardware
- Velocity server & Credential management software application
- After-hours or weekend labor

Contract Price: Summit Fire & Security shall perform the above-described work at the following price:

Network Cabling (Before Tax and Bond)	\$125,466.45
CCTV (Before Tax and Bond)	\$124,193.10
PACS (Before Tax and Bond)	\$134,397.67
Security/Duress (Before Tax and Bond)	\$29,780.75
Total Systems Pricing	\$413,837.97
Tax Cibola County (8.1250%)	\$33,624.34

Payment of Contract Price: Owner shall pay Summit Fire & Security the final Contract Price as follows:_____.

Payment Terms: Net 30 Progressive billing

Completion of the Project: Summit Fire & Security offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit Fire &

Security's option, if Summit Fire & Security does not receive a signed acceptance of this Proposal by Owner by noon on 7/1/2022. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit Fire & Security and Owner.

SUMMIT FIRE & SECURITY LLC:

By: William Hartley

Signature

William Hartley

Print Name

Sales Manager

Phone: (505) 884-1217

OWNER ACCEPTANCE OF PROPOSAL

Summit Fire & Security's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit Fire & Security and Owner.

OWNER:

By: _____

Signature

Print Name

Date

SUMMIT FIRE & SECURITY LLC PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Fire & Security Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit Fire & Security Fire," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit Fire & Security and Owner by a written change order signed by Summit Fire & Security and Owner. Summit Fire & Security reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit Fire & Security will have the right to substitute equipment and materials with substantially similar quality and features; provided, that if the replacement items are more expensive, then Summit Fire & Security shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit Fire & Security will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit Fire & Security will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit Fire & Security provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit Fire & Security shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit Fire & Security in connection with Summit Fire & Security Fire's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit Fire & Security based on Summit Fire & Security Fire's standard fees and charges at the time. No other express or implied warranties are made by Summit Fire & Security Fire. Summit Fire & Security Fire's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit Fire & Security Fire, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit Fire & Security and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit Fire & Security applies, Summit Fire & Security shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit Fire & Security Fire.
6. **Access.** Owner shall allow Summit Fire & Security to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit Fire & Security personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit Fire & Security until payment in full of the Contract Price, at which time title shall pass to Owner. Summit Fire & Security shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit Fire & Security other rights and remedies.
8. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit Fire & Security under this Contract, Owner agrees that the maximum liability of Summit Fire & Security shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit Fire & Security with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit Fire & Security harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit Fire & Security Fire.
9. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit Fire & Security as and when required, Summit Fire & Security shall have the right, but not the obligation, to immediately stop work on the Project and Summit Fire & Security may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit Fire & Security for reasonable legal fees and costs incurred by Summit Fire & Security in the enforcement of this Contract.
10. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit Fire & Security Fire, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit Fire & Security agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit Fire & Security are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit Fire & Security agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Nevada Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit Fire & Security agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Clark County, Nevada. Summit Fire & Security expressly reserves all mechanics lien rights under Nevada Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
11. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Nevada. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

SUMMIT FIRE & SECURITY



Customer: Cibola County Public Safety Building

Phone#
Fax#

Date: 4/27/2022

Estimator:

State Contract # 00-00000-20-00093AP

Bid# 4272022
APS Scope #

Project: Public Safety CCTV

Project: Public Safety CCTV							
Qty:	Manufacture	Part#	Video Surveillance Head End #1050-04	MSRP	MSRP % Discount	Unit Cost After Discount	Extended
1	Hanwha	WRR-P-S202W1-224TB	224TB CCTV Server with 4 Professional Licenses	\$48,970.00	20.00%	\$39,176.00	\$39,176.00
1	Hanwha	WAVE-PRO-24	24 IP CCTV License	\$3,960.00	20.00%	\$3,168.00	\$3,168.00
1	Hanwha	WAVE-PRO-16	16 IP CCTV License	\$2,640.00	20.00%	\$2,112.00	\$2,112.00
Qty:	Manufacture	Part#	Video Surveillance Trim Out #1050-03	MSRP	MSRP % Discount	Unit Cost After Discount	Extended
26	Hanwha	XND-6020R	2MP Indoor Dome IR Camera	\$600.00	20.00%	\$480.00	\$12,480.00
6	Hanwha	SBD-110GP	Gang Box Mounting Adapter (5-Pack)	\$45.00	20.00%	\$36.00	\$216.00
16	Hanwha	PNM-9084RQZ	360 Outdoor Vandal Camera Multi-Sensor 2MPx4	\$2,880.00	20.00%	\$2,304.00	\$36,864.00
16	Hanwha	SBP-317HWW	Mounting Cap	\$75.00	20.00%	\$60.00	\$960.00
16	Hanwha	SBP-300LMW	Parapet Mounting Arm	\$395.00	20.00%	\$316.00	\$5,056.00
Qty:	Manufacture	Part#	Video Surveillance Rough In #1050-01	MSRP	MSRP % Discount	Unit Cost After Discount	Extended
26	Graybar	BA12	T-Grid Hangers for Gang Box	\$12.00	20.00%	\$9.60	\$249.60
Qty:	Manufacture	Part#	Video Surveillance Prog/Test/Comm #1050-05	MSRP	MSRP % Discount	Unit Cost After Discount	Extended
1	S&SS	Video Surveillance Programming	Programming Labor				
1	S&SS	Video Surveillance Testing	Testing Labor				
1	S&SS	Video Surveillance Commissioning	Commissioning Labor				
Qty:	Vendor	Cost Code	Sub-Contracts/Misc			Unit	Extended
1	S&SS	3010-01	Freight			\$1,178.48	\$1,178.48
1		3013-01	Permits			\$367.50	\$367.50
Qty:	Vendor	Cost Code	Labor			Unit	Extended
12	S&SS	PM LBR	Project Manager Labor normal business hours			\$115.00	\$1,380.00
97	S&SS	JRNYMAN LBR	Journeyman Labor normal business hours			\$102.40	\$9,932.80
73	S&SS	LABORER LBR	Laborer Labor normal business hours			\$73.15	\$5,339.95
58	S&SS	ADMIN LBR	Admin Labor normal business hours			\$35.00	\$2,030.00

Misc Material/Sub Contracts:		\$1,545.98
Video Surveillance Rough In Material	1050-01	\$249.60
Video Surveillance Cabling Material	1050-02	\$0.00
Video Surveillance Trim Out Material	1050-03	\$55,576.00
Video Surveillance Head end Material	1050-04	\$44,456.00
Video Surveillance Pgm/Test/Comm Material	1050-05	\$0.00
Material Sub-Total:		\$101,827.58
Labor Sub-Total:		\$18,682.75
Sub-Total Labor & Material:		\$120,510.33
Tax Rate:		\$9,791.46
Sub-Total Labor, Material & Tax:		\$130,301.79
Bond if Applicable:		\$1,807.65
Total Project Estimate:		\$132,109.45

SUMMIT FIRE & SECURITY



Customer: Cibola County Public Safety Building

Phone#
Fax#

Date: 4/28/2022

Bid# 4282022
APS Scope #

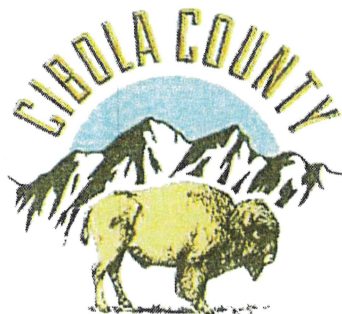
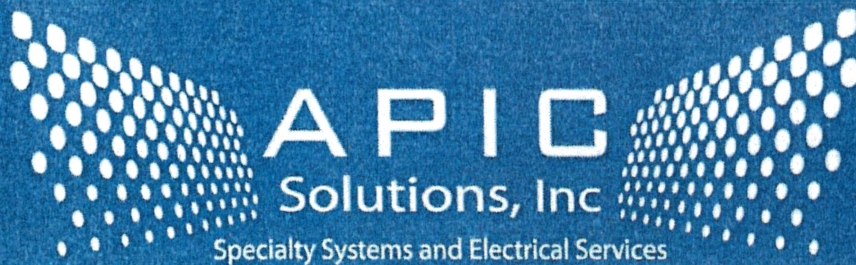
State Contract # 00-00000-20-00093AP

Estimator:

Project: Network Cabling

Qty:	Manufacture	Part#	Inside Wiring Systems Trim Out #1060-03	MSRP	MSRP % Discount	Unit Cost After Discount	Extended
7	Commscope	UNP-6-DM-2U-4	48 Pport CAT6 Patch Panel - Non-Shielded	\$690.00	20.00%	\$552.00	\$3,864.00
14	Commscope	30130-719	Horizontal Cable Manager	\$110.00	20.00%	\$88.00	\$1,232.00
Qty:	Manufacture	Part#	Inside Wiring Systems Cabling #1060-02	MSRP	MSRP % Discount	Unit Cost After Discount	Extended
3.00	Uniprise	HD-2U	Sliding Fiber Shelf	\$499.00	20.00%	\$399.20	\$1,197.60
4.00	Uniprise	360DPIS-12LC-LS	Distribution Adapter pack 12LC Internal Shutters MM	\$120.00	20.00%	\$96.00	\$384.00
8.00	Allen Tel	GBLC2-D4-03	Duplex LC to LC Fiber Jumper 3M	\$28.88	20.00%	\$23.10	\$184.80
500.00	Commscope	M5IPJ12DNLXAOMAX	12 Strand MM Armored Plenum Fiber	\$5.42	20.00%	\$4.34	\$2,170.00
64.00	Commscope	6P4P24-BL-P-CMS-TPCE	1000ft Box CAT6 Blue Plenum	\$552.20	20.00%	\$441.76	\$28,272.64
320.00	Commscope	UNJ600-BL	Blue CAT6 Jack	\$12.84	20.00%	\$10.27	\$3,286.40
118.00	Commscope	M14SP	4 Port Stainless Steel Wall Plate	\$13.08	20.00%	\$10.46	\$1,234.28
640.00	Commscope	UNC6-BL-7F	7FT Blude CAT6 Patch Cable	\$17.18	20.00%	\$13.74	\$8,793.60
18.00	Chatsworth	11312-712	12IN Triangel Support Bracket	\$128.14	20.00%	\$102.51	\$1,845.18
12.00	Chatsworth	11421-712	12IN Angled Wall Support Bracket	\$50.00	20.00%	\$40.00	\$480.00
13.00	Chatsworth	10250-712	10ft Section 12IN Ladder Rack	\$222.00	20.00%	\$177.60	\$2,308.80
6.00	Chatsworth	11307-701	Butt Splice Bracket	\$20.20	20.00%	\$16.16	\$96.96
4.00	Chatsworth	11302-701	Junction Splice Kit	\$21.08	20.00%	\$16.86	\$67.44
7.00	Chatsworth	10506-702	Cable Runway Elevation Kit for Cabinets	\$78.80	20.00%	\$63.04	\$441.28
7.00	Chatsworth	12100-712	Cable Runway Radius Drop	\$68.00	20.00%	\$54.40	\$380.80
Qty:	Manufacture	Part#	Inside Wiring Systems Rough In #1060-01	MSRP	MSRP % Discount	Unit Cost After Discount	Extended
300	Bline	BCH32	2" J-Hook Cable Support	\$8.02	20.00%	\$6.42	\$1,926.00
2	Graybar	25079632	200 Yard Roll Velcro	\$372.00	20.00%	\$297.60	\$595.20
4	Graybar	BA12	T-Bar Hanger	\$12.00	20.00%	\$9.60	\$38.40
Qty:	Manufacture	Part#	Inside Wiring Systems Prog/Test/Comm #1060-05	MSRP	MSRP % Discount	Unit Cost After Discount	Extended
1	SUMMIT F&S	Inside Wire Sys Prgm	Programming Labor				
1	SUMMIT F&S	Inside Wire Sys Testing	Testing Labor				
1	SUMMIT F&S	Inside Wire Sys Comm	Commissioning Labor				

Qty:	Vendor	Cost Code	Sub-Contracts/Misc	Unit	Extended
1	SUMMIT F&S	3010-01	Freight	\$741.32	\$741.32
1		3013-01	Permits	\$367.50	\$367.50
Qty:	Vendor	Cost Code	Labor	Unit	Extended
60	SUMMIT F&S	PM LBR	Project Manager Labor normal business hours	\$115.00	\$6,900.00
315	SUMMIT F&S	JRNYMAN LBR	Journeyman Labor normal business hours	\$102.40	\$32,256.00
315	SUMMIT F&S	LABORER LBR	Laborer Labor normal business hours	\$73.15	\$23,042.25
96	SUMMIT F&S	ADMIN LBR	Admin Labor normal business hours	\$35.00	\$3,360.00
<div> <div>Misc Material/Sub Contracts:</div> <div> <div>Inside Wiring Systems Rough In Material</div> <div>1060-01</div> <div>\$1,108.82</div> </div> <div> <div>Inside Wiring Systems Cabling Material</div> <div>1060-02</div> <div>\$2,559.60</div> </div> <div> <div>Inside Wiring Systems Trim Out Material</div> <div>1060-03</div> <div>\$51,143.78</div> </div> <div> <div>Inside Wiring Systems Head end Material</div> <div>1060-04</div> <div>\$5,096.00</div> </div> <div> <div>Inside Wiring Systems Pgm/Test/Comm Material</div> <div>1060-05</div> <div>\$0.00</div> </div> <div> <div>Material Sub-Total:</div> <div>\$59,908.20</div> </div> <div> <div>Labor Sub-Total:</div> <div>\$65,558.25</div> </div> <div> <div>Sub-Total Labor & Material:</div> <div>\$125,466.45</div> </div> <div> <div>Tax Rate</div> <div>\$10,194.15</div> </div> <div> <div>Sub-Total Labor, Material & Tax:</div> <div>\$135,660.60</div> </div> <div> <div>Bond if Applicable:</div> <div>\$1,882.00</div> </div> </div>					
Total Project Estimate:					\$137,542.60



Cibola County

Public Safety Building – Multi System

ATTN: Jessie Carwile

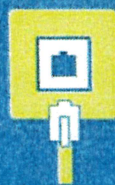
Prepared by: Sarge Modesto

March 21, 2022



Electrical Services

Hook-ups / Disconnects
Remodels, New Construction
Lighting - Interior, Exterior,
Energy Efficient, Sports, LED
Emergency Power / Generators
Electrical Troubleshooting
Maintenance
Roadway and Traffic Signals
24-7 Emergency Services
Design Build / Engineering



Network Infrastructure & Specialty Systems

Voice / Data / Fiber
Intercom / Nurse Call Systems
Phone Systems
Wireless Systems
Handicap Door Openers
Audiovisual Systems / Equipment
Network Services and Equipment
Computer, Laptops, Services, Monitors,
Printers, and other Electronics
24-7 Emergency Service
Design Build / Engineering



Security & Life Safety

Access Control / Card Readers
Video Surveillance / CCTV
Intrusion & Detection Alarms
Perimeter Detection
Fire Alarm Systems
Alarm Monitoring Services
Emergency Phone / Towers
Mass Notifications
24-7 Emergency Services
Design Build / Engineering

INVESTMENT

PRODUCT DESCRIPTION – Video Surveillance	QTY		
ACC 7 Enterprise camera channel	35		
ACC Enterprise Smart Plan; 5 year	35		
ACC7 Face channel 10 pack	1		
AI NVR Premium; 64TB; NA	1		
SFP+ 10GBASE-SR Optical Transceiver (single) for NVR4X	2		
Remote Monitoring Workstation; 4 monitors; NA	3		
2MP H5A Indoor Dome Camera with 3.3-9mm Lens	17		
2MP H5A Outdoor Dome Camera with 3.3-9mm Lens	1		
2MP H5A Outdoor IR Dome Camera with 3.3-9mm Lens	3		
4MP H5A Indoor Dome Camera with 3.3-9mm Lens	2		
8MP H5A Bullet Camera with 4.9-8mm Lens	3		
Bullet Junction Box for H5A / H4A Bullet Cameras	3		
Metal Ceiling Panel for H5A; H4A; H4SL Dome	19		
Single port Gigabit PoE++ 60W, NA power cord	6		
3x 8MP H4 Multisensor Camera Module with 5.2mm Lens	3		
3x 8MP H4 Multisensor Camera Module with 4mm Lens	1		
3x 3MP H4 Multisensor Camera Module with 4mm Lens	2		
Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO	5		
Pendant wall mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	5		
Dome bubble and cover, for outdoor surface mount or pendant mount, clear.	5		
In-ceiling adapter, must order either a H4AMH-DC-COVR1 or H4AMH-DC-COVR1-SMOKE.	1		
Dome bubble and cover, for in-ceiling mount, clear.	1		
Drop ceiling metal panel for use with H4A-MH-AD-CEIL1.	1		
Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	4		

2x 3MP H5A Dual Head Outdoor Camera	3		
Junction Box for H5A Dual Head Camera	3		
Pedant Adapter for H5A Dual Head Camera	3		
Pendant Wall Arm	3		
Omni-directional, low impedance, electret condenser microphone with built-in preamp for producing line level output. It is housed in a high im	1		
Monitor, 24" LED	3		
10G Aggregation Switch for Enterprise Networks	1		
24 Port Switch - 400W - 16P PoE+ & 8P PoE++ - 2 SFP Port	3		
10G - Fiber SFP Multi Mode Module - LC Connection (2 Pack)	6		
12-Outlets 1.44kW PDU - 12 x NEMA 5-15R - 1.44 kVA - 1U - Horizontal Rackmount	1		
Tower Mount 550VA - UPS/Battery Backup	3		
Rack Mount 550VA - UPS/Battery Backup	2		
Rack Mount 2200VA - UPS/Battery Backup	1		
Rack Mount Rail Kit - UPS/Battery Backup	3		
Keyboard and Mouse Kit	3		
1 Channel - IP Video Power and Data Surge Protector	10		
Cat 6 UTP CMP - Yellow	7000		
24-Port Cat 6 Patch Panel	3		
Cat 6 Data Jack - Blue	3		
1-Port Faceplate - White	3		
3' Cat 6 Patch Cord - Blue	39		
7' Cat 6 Patch Cord - Blue	13		
RJ-45 Conn. (Box of 25)	2		
4-Post Adjustable Rack	1		
6" Vertical Wire Manager Single Sided	2		
1U Horizontal Wire Manager	6		
#6 THHN Ground Wire	50		
Two Hole Ground Lugs	4		
Rack-Mount Ground Bar; 19"W; Copper	1		
6 Strand 8.3um SM Indoor/Outdoor Plenum	500		
Fiber Qwik II-LC Connector	36		
LC - SM Coupler Panel - 12 Port	6		
1-RU Fiber Enclosure	3		
9' - LC-LC Singlemode Patch Cords	8		
3/4" Plenum Innerduct.	500		

Non-Metallic Connector 3/4 in. NM Liquid-Tight Connector	50		
Flex Straps	10		
FREIGHT	LOT		
TOTAL PROJECT COST (Includes Tax @ 8.1250%)			\$ 199,762.65

PRODUCT DESCRIPTION – Access Control	QTY		
15' Cat 6 Patch Cord - Blue	4		
Tower Mount 550VA - UPS/Battery Backup	1		
Rack Mount 1000VA - UPS/Battery Backup	1		
Keyboard and Mouse Kit	1		
24" Monitor	1		
Access Control Manager Workstation	1		
Access Control Manager Enterprise 6 – Enterprise Appliance for 32 Readers	1		
Access Control Manager 6 Sixteen Doors Expansion Software Licenses	1		
Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	3		
Series 3 Two-Reader Interface Module: mag or wiegand; 8 inputs; 6 relays (Mercury Part Number: MR52-S3)	11		
16 Door Mercury enclosure with door mount & removable backplate. Battery space for 12V or 24V; 8Ah batteries is available within the cabinet. Comes with door lock and two (2) keys. Weight: 26 lb. Size: 20" x 24" x 4.5"(LifeSafety Power Part Number: E4M1)	3		
RP40 Standard wall switch reader; Wiegand; HID Prox; AWID and EM4102 (32 bits); iCLASS Seos; SE; SR; Standard; MIFARE Classic (SIO); MIFARE DESFire EV1 (SIO); Mobile IDs via NFC; ISO 14443 UID; Pigtail (HID Part #: 920PTNNEK00000)	33		
iCLASS Contactless Smart Card; 16k bit with 16 application areas; Minimum Order 100 (HID Part Number: 2002PGGMN)	100		
Power Supply Charger, 16 Fused Outputs, 12/24VDC @ 6A, Aux Output	6		
12VDC-7Ahr - Back Up Batteries	12		
Electronic Lock Device	30		

Request to Exit Device (Motion)	30		
Door Position Switch Overhead Door/Gate	5		
Commerical Door Contact	38		
Surface Mount Pedestal Reader Box	3		
Card Reader Gooseneck Pedestal	3		
Access Control Composite Cable	5500		
22/6 Outside Plant Shielded Cable	1000		
18/2 Outside Plant Cable	2000		
3/4" EMT Conduit	500		
3/4" EMT Raintight Conduit Compression Connector	40		
3/4" EMT Raintight Conduit Compression Coupling	50		
3/4" Zinc Plated Steel 1-Hole Conduit Strap	100		
4SQ x 1-1/2 Box	20		
4 SQ blanks	20		
Gate operator connections (Field)	3		
Badge Printer	1		
Video Intercom	1		
Video Intercom Surface Mount	1		
Video Intercom Backplate,	1		
FREIGHT	1		
TOTAL PROJECT COST (Includes Tax @ 8.1250%)			\$ 186,722.09

PRODUCT DESCRIPTION – Facility Communication	QTY		
Cat 6 UTP CMP - Blue	35000		
Cat 6 UTP CMP - White	25000		
48-Port Cat 6 Patch Panel	7		
Cat 6 Jack - Blue	175		
Cat 6 Jack - White	123		
2-Port Faceplate - White	93		
4-Port Faceplate - White	11		
6-Port Faceplate - White	10		
Blanks inserts - Bag of 100 - White	1		
2" J-Hooks	300		
6" Vertical Wire Manager Single Sided	6		
1U Horizontal Wire Manager	14		
18" Ladder Rack	16		
18" Waterfall	8		
18" Wall Angle Support Kit	18		
18" Triangle Support Kit	7		
Cable Rack-To-Runway Mounting Plate 18"	8		

Cable Runway Elevation Kit 10"-12" High	3		
Butt Splice Kit	6		
Junction Splice Kit	5		
Vertical Wall Brackets	6		
End Caps - Pair	6		
19" Rack Ground bar with hardware	8		
TMGB - 4"x12" with standoffs	3		
#6 THHN Ground Wire	500		
Two Hole Ground Lugs	15		
Plywood Back Boards with Fire Resistant Paint	8		
50-Pair Building Entrance Protector	1		
Gas Fuse Modules	50		
100-Pair 110 Blocks With Legs and C-4 Clips	1		
48-Port Voice Grade Panels	2		
Amphenol cables for Voice Panels - 25' with one end open Female	6		
LC - SM QWIK II Connectors	48		
LC - SM Coupler Panel - 12 Port	4		
1-RU Fiber Enclosure	2		
2-RU Fiber Enclosure	1		
Fiber ID Tags - 20 per pack	2		
Fiber Splice Sleeves - 50 per pack	1		
12 Strand 8.3um SM Indoor/Outdoor Plenum	500		
3/4" Plenum Innerduct.	500		
WAP Ceiling T- Grid Box	4		
Install CUSTOMER PROVIDED WAPS	4		
FREIGHT	1		
TOTAL PROJECT COST (Includes Tax @ 8.1250%)			\$ 178,241.27

PROJECT DESCRIPTION	LINE TOTAL
Video Surveillance	\$ 199,762.65
Access Control	\$ 186,722.09
Facility Communication Infrastructure	\$ 178,241.27
TOTAL PROJECT COST (Includes Tax @ 8.1250%)	\$ 564,726.01

Based on State Price Agreement 00-00000-20-00093AC