CIBOLA COUNTY
BOARD OF COMMISSIONERS

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

Special Commission Meeting
Wednesday, November 2nd, 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. 09.22.2022 Regular Commission Meeting

8. **Reports**
   a. Budget and Finance Report- Kate Fletcher-County Manager & Paul Ludi-Finance Director
      i. Road Improvements
      ii. Local Assistance and Tribal Consistency Fund (LATCF)

9. **Presentation**
   a. Recognition of 30 Years of Service to Cibola County-Juanita Rodriguez

10. **New Business – Action May Be Taken**
    a. Consideration of Fence Lake Annual Performance Review Pursuant to Cibola County Ordinance 2017-04 7.1-7.3
    b. Consideration of Resolution 2022-54 Budget Adjustment Number 3
    c. Consideration of Resolution 2022-55 FY 23 1st Quarter Report
    d. Consideration of Resolution 2022-56 Travel Policy
    e. Consideration Resolution 2022-57 2023 Holiday Schedule

f. Approval of Memorandum of Agreement with the City of Grants to Provide the City Professional Services Assistance by Cibola County Administrative Staff
g. Consideration of requisitions over $20,000
    a. Melloy Dodge/Ram 1500 SSV W Tow Pkg and Bed Liner/FY22 Jr. Bill/$38,192
    b. Advanced Environmental Solutions/Parking Lots-County Complex/Road/BWV Fire Dept./Manager's Dept./$780,122.65
    c. Advanced Environmental Solutions/Hospital Parking Lot/Capital Outlay Funding and Manager's Dept./$210,521.38
    d. Summit Fire & Security/Security Camera's/Road/$22,166.26
    e. WSP/Engineering and Construction Mgmt. Services for CR. 5/NMDOT TPF Grant/$408,513.20
    f. Power Ford/F150 Custom Crew Cab/BWVFD/$45,598
h. Consideration of JPA for Opioid Remediation Collaborative

11. Executive Session-2 Items

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)
    i. Pena V. Cibola County

b. Real Property 10-15-1 (H) (8)
    i. 790 E. Roosevelt Ave (Old Tire Shop), Grants, NM 87020

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. New Business-Action May Be Taken

a. Direction to Staff Regarding Pena v. Cibola County
b. Direction to Staff Regarding 790 E. Roosevelt Ave. (Old Tire Shop), Grants, NM 87020

13. Announcements

Cibola County Offices Will Be Closed, Friday, November 11th, 2022, In Observation of Veteran's Day Holiday. The Next Regular Commission Meeting will be on November 17th, 2022, at 5:00 p.m.

14. Adjournment



7a.

Minutes

09.22.2022

Regular Commission Meeting

Regular Commission Meeting
Thursday, September 22nd, 2022
5:00 p.m.
Cibola County Commission Chambers

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

Kate Fletcher, County Manager
Paul Ludi, Finance Director
Natalie Grine, Chief Deputy Clerk
Terri Harwood, Recording / Filing

1. **Call to Order**
   Chairman Torrez called the meeting to order at 5:00 pm.

2. **Roll Call**
   Chairman Torrez does roll call, all Commissioners are present.

3. **Pledge of Allegiance**
   Led by Commissioner Garcia, recited by all.

4. **Prayer**
   Led by Commissioner Windhorst.

5. **Approval of Agenda**
   Motion to approve the agenda made by Commissioner Windhorst.
   Second made by Commissioner Lowery. 5-0 affirmative.

6. **Public Comment**
   Joan Kowalski would like the hospital to again put their minutes on their website. They stopped doing it since last year in June. The board meetings used to be open to the public but are less accessible due to Covid. The only way she has access to the meetings is through the minutes on the website.

   Ronnie Pynes would like it known to the public that there is a chop shop in his neighborhood. He would like to remind the County that it adopted ordinances about maintaining a certain number of dogs and vehicles, etc. He would like to know what is going to be done about it.

   Mrs. Rowe mentioned that there was a "County Health: Clean-the-Scene" in San Mateo and it's been brought to her attention that Commissioner Windhorst and Commissioner Lucero had taken pictures during the event and would like to know the legality of when one of the Commissioners is running for re-election so close to election to put that kind of an advertisement out on a community page?

   Leonardo Torrez has concerns with the flooding on County Road 57. The flooding could potentially prevent Emergency Vehicles from having access to people. The flooding is also causing property damage. Mr. Torrez would like to know where County Road 57 sits as far as some type of repair.

   Shawn Gonzalez is speaking on behalf of his father Sunny Gonzalez from San Mateo. They would like some help resolving some issues they are having there: 1) There are two roads that have been blocked off. 2) Justin Gibson filed a falsified deed with the County stating that he purchased four properties from

Rudy Marquez, but he only purchased two. 3) Justin Gibson has a large amount of trash on his property. 4) The GS mapping on some of the properties in San Mateo is incorrectly marked. 5) Veronica Salazar has set-up residence on a piece of property that she doesn't own. 6) Justin Gibson extended his fencing beyond his property line and is fencing off a public road.

7. **Minutes**
   a. Minutes from August 25th, 2022, Regular Commission Meeting
   b. Minutes from September 9th, 2022, Special Commission Meeting

Motion to approve Minutes from the August 25th, 2022, Regular Meeting, and the September 9th, 2022, Special Meeting made by Commissioner Garcia.
Second made by Commissioner Lucero. 5-0 affirmative.

8. **Reports**
   a. Budget and Finance Report- Kate Fletcher-County Manager & Paul Ludi-Finance Director
      - Report on File.
   b. Cibola General Hospital Bi-Annual Report-Thomas Whelan-Hospital C.E.O.
      - Report on File.

9. **New Business – Action May Be Taken**
   a. Consideration of Resolution 2022-50 FY 23 Budget Adjustment Number 2

Motion to approve Resolution 2022-50 FY 23 Budget adjustment Number 2 made by Commissioner Windhorst
Second made by Commissioner Lucero. 5-0 affirmative.

   b. Consideration of Resolution 2022-51 Establishing a County Records and Disposition Policy

Motion to approve Resolution 2022-51 Establishing a County Records and Disposition Policy made by Commissioner Windhorst
Second by Commissioner Garcia. 5-0 affirmative.

   c. Consideration of Resolution 2022-52 Policy for Employee Time Keeping

Motion to approve Resolution 2022-52 Policy for Employee Time Keeping made by Commissioner Windhorst
Second by Commissioner Lucero. 5-0 affirmative.

   d. Consideration of Resolution 2022-53 Participation in Transportation Project Fund Program Administered by NMDOT for County 5-Moquino Llano Bridge

Motion to approve Resolution 2022-53 Participation in Transportation Project Fund Program Administered by NMDOT for County 5-Moquino Llano Bridge made by Commissioner Lowery.
Second made by Commissioner Lucero. 5-0 affirmative.

   e. Consideration of Selection of Hospital Board member Dr. Harry Sheski

Motion to approve Selection of Hospital Board member Dr. Harry Sheski made by Commissioner Lucero.
Second made by Commissioner Lowery. 5-0 affirmative.

   f. Consideration of Requisitions over $20,000
      1. Eaton Sales and Service/ (2) Eaton Fireguard Tank Split/Manager's Dept./$301,951.99

Motion to approve Eaton Sales and Service/ (2) Eaton Fireguard Tank Split/Manager's Dept./$301,951.99 provided that the manager is able to successfully negotiate the terms of the contract made by Commissioner Lowery
Second made by Commissioner Lucero. 5-0 affirmative.

2. Artesia Fire Equipment/RASD Commercial Pumper/Laguna Fire Protection-$469,565

Motion to approve Artesia Fire Equipment/RASD Commercial Pumper/Laguna Fire Protection-$469,565 made by Commissioner Lowery.
Second made by Commissioner Windhorst. 5-0 affirmative.

10. 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:
Motion and roll call vote to go into Executive Session made by Commissioner Windhorst.
Second made by Commissioner Lowery. 5-0 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
Motion and Roll Call to Return to Regular Session made by Commissioner Lowery.
Second made by Commissioner Windhorst. 5-0 affirmative
Motion and Roll Call Vote that Matters Discussed in Closed Session Were Limited to Those Specified In Motion For Closed, and That No Final Action Was Taken, As Per New Mexico Statues Section §10-15-1
Motion and Roll Call Vote that Matters Discussed in Closed Session Were Limited to Those Specified in Motion for Closed, and That No Final Action Was Taken, As Per New Mexico Statues Section §10-15-1 made by Commissioner Lowery.
Second made by Commissioner Lucero. 5-0 affirmative.

11. New Business-Action May be Taken

a. Consideration of Collective Bargaining Agreement with CPSO

Motion to Approve Collective Bargaining Agreement with CPSO made by Commissioner Windhorst.
Second Made by Commissioner Lowery. 5-0 affirmative.

12. Announcements
Cibola County Offices will be closed, Monday October 10th, 2022, In Observation of Indigenous People's Day Holiday. The next Regular Commission Meeting will be on October 27th, 2022, at 5:00 p.m.

13. Adjournment
Chairman Torrez adjourned the meeting at 6:40 p.m.

PASSED, APPROVED, and **ADOPTED** this 27th, day of October 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:

_____ **Date:** _____

Michelle E. Dominguez, Cibola County Clerk

SEAL



8a.

Budget and Finance Report

As of September 30, 2022

Cibola County Commission Meeting
October 27, 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

As of September 30,2022



This Photo by Unknown Author is licensed under CC BY-NC-ND

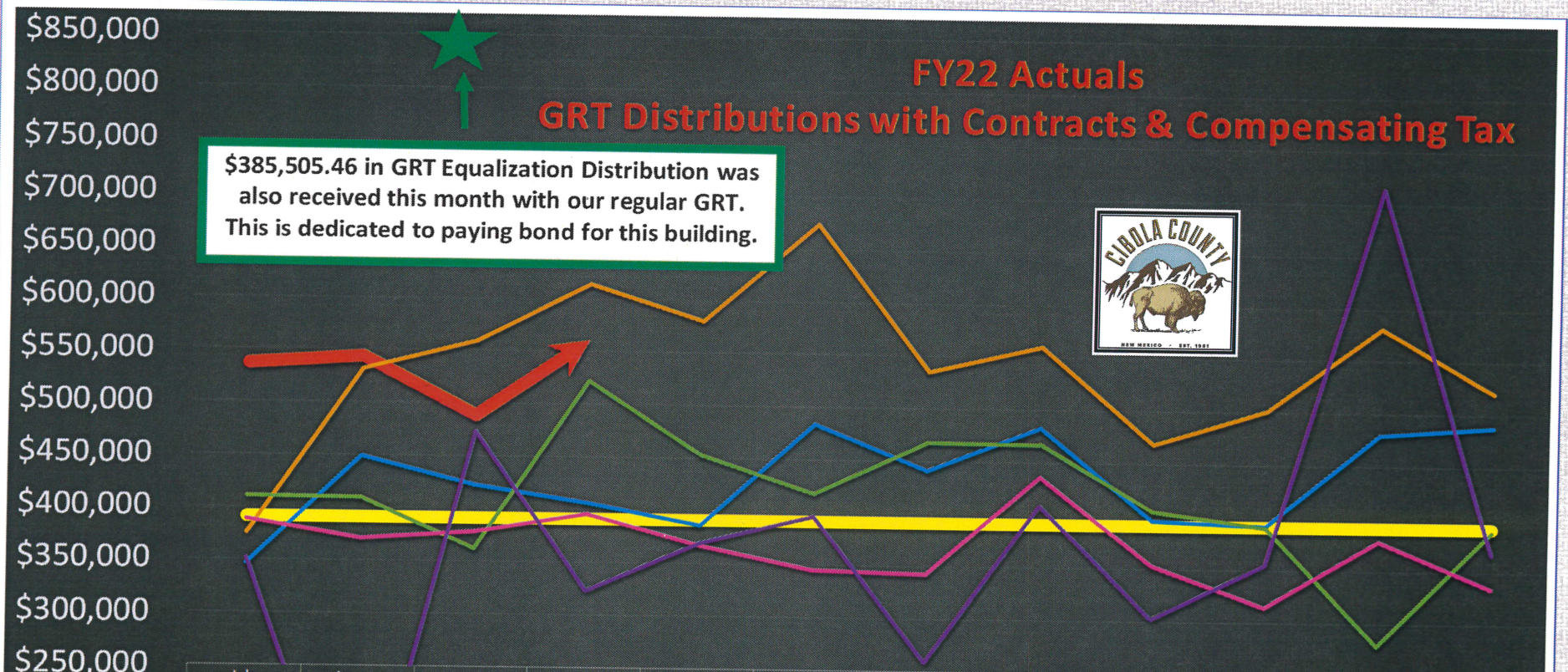
Cibola County Updates



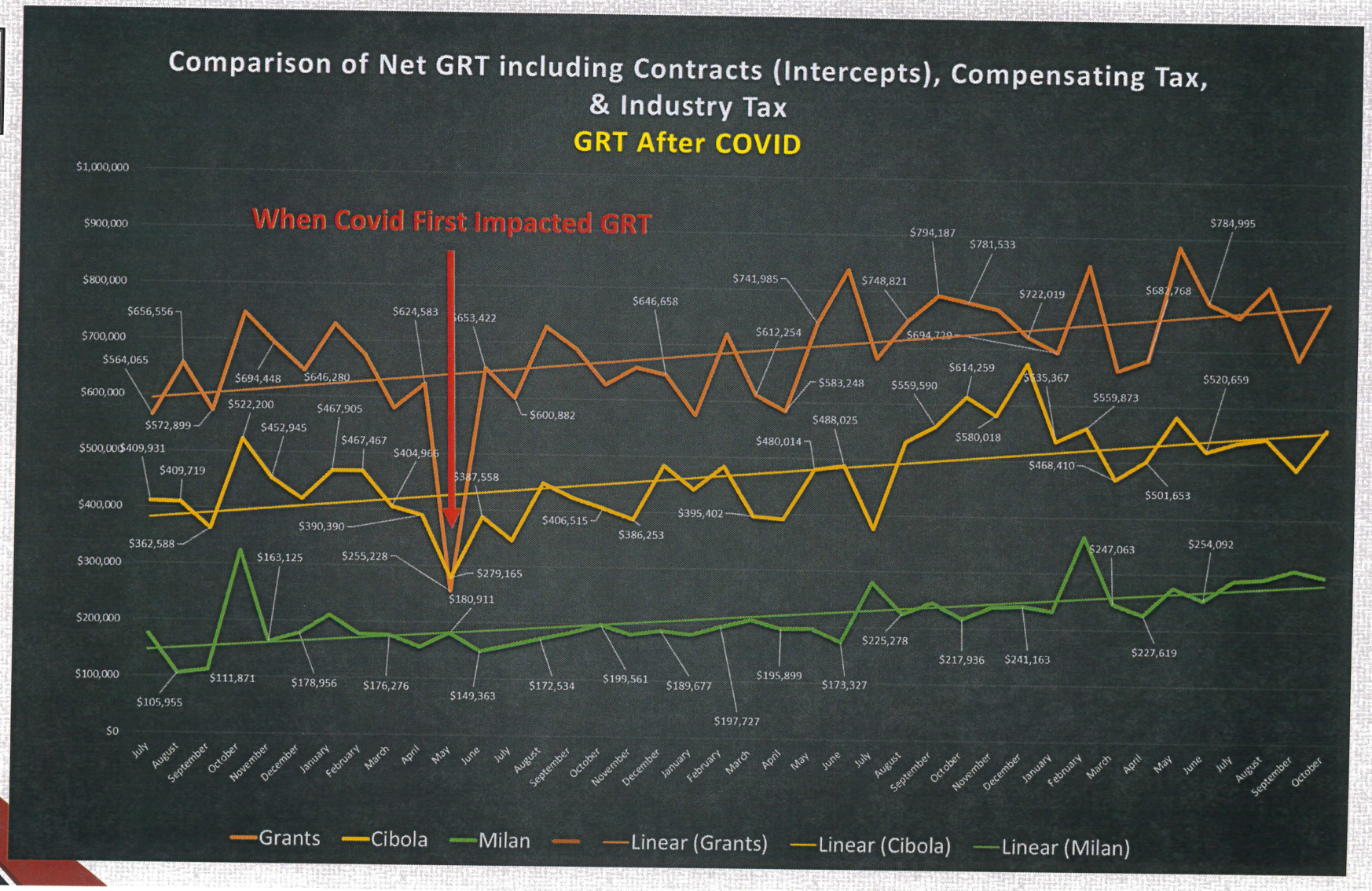
- Finance Reports & Budgets located on Finance Department webpage
- Wendy Self in the Manager's Office is reconciled to the bank through August 31, 2022, for Main Operating account and the Treasurer's office has the Tax operating account reconciled through September 30, 2022.
- Working on GFOA budget Submission
- Welcome Gloria Pargas to the Cibola Admin Team!

FY22 Actuals
GRT Distributions with Contracts & Compensating Tax

$385,505.46 in GRT Equalization Distribution was also received this month with our regular GRT. This is dedicated to paying bond for this building.



	July	August	September	October	November	December	January	February	March	April	May	June
2023 YTD Actuals	$536,444	$544,228	$489,092	$561,147								
2023 Budget	$391,129	$391,129	$391,129	$391,129	$391,129	$391,129	$391,129	$391,129	$391,129	$391,129	$391,129	$391,129
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
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), Compensating Tax, & Industry Tax
GRT After COVID
When Covid First Impacted GRT
$1,000,000
$900,000
$800,000
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$0
$656,556
$564,065
$572,899
$694,448
$646,280
$522,200
$452,945
$467,905
$467,467
$409,931
$409,719
$362,588
$390,390
$404,965
$624,583
$653,422
$600,882
$387,558
$255,228
$279,165
$180,911
$163,125
$111,871
$105,955
$178,956
$176,276
$149,363
$172,534
$199,561
$189,677
$197,727
$195,899
$173,327
$225,278
$217,936
$241,163
$227,619
$247,063
$254,092
$646,658
$612,254
$583,248
$480,014
$488,025
$406,515
$386,253
$395,402
$741,985
$748,821
$694,729
$794,187
$781,533
$722,019
$559,590
$580,018
$614,259
$535,367
$468,410
$501,653
$559,873
$520,659
$682,768
$784,995
July
August
September
October
November
December
January
February
March
April
May
June
July
August
September
October
November
December
January
February
March
April
May
June
July
August
September
October
November
December
January
February
March
April
May
June
July
August
September
October
Grants
Cibola
Milan
Linear (Grants)
Linear (Cibola)
Linear (Milan)

Property Tax Collections

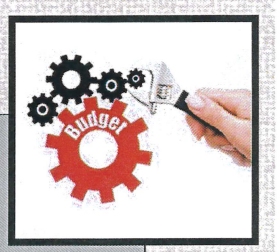


- Transfers Equal Zero
- No Fund Deficits
- General Fund is Strong
- Adjustments are Accruals or Accounts Payables from Balance Sheet which are not Cash.
- DFA Criteria met

Cibola County Monthly Report - As of September 30, 2022 - Attachment 2022-

Active Funds	Beginning Cash Balance as of 7/1/2022	Beginning Investments as of 7/1/2022	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investments
101 - INVESTMENT FUND	$0.00	$5,285,906.98	$15,804.30	$0.00	$0.00	$0.00	$5,301,711.28
401 - GENERAL FUND	$9,012,458.86	$0.00	$1,265,690.88	($1,125,000.00)	($1,439,453.03)	($65,609.17)	$7,648,087.54
402 - ROAD	$814,170.53	$0.00	$312,133.45	$0.00	($264,698.40)	$267.94	$861,873.52
403 - FARM & RANGE	$9,899.90	$0.00	$0.00	$0.00	$0.00	$0.00	$9,899.90
406 - INDIGENT	$459,403.84	$0.00	$165,929.31	$0.00	($6,513.51)	$0.00	$618,819.64
407 - SAN RAFAEL VFD	$229,690.84	$0.00	$105,855.00	$0.00	($10,500.16)	$3,410.45	$328,456.13
408 - BLUEWATER VFD	$135,419.50	$0.00	$65,773.00	($25,691.00)	($12,968.75)	$3,410.45	$165,943.20
409 - LOBO CANYON VFD	$186,334.33	$0.00	$0.00	$0.00	($4,929.71)	$3,410.45	$184,815.07
413 - LAGUNA EMS	$9,745.10	$0.00	$13,110.00	$0.00	($1,518.64)	$0.00	$21,336.46
415 - PINEHILL EMS	$9,792.83	$0.00	$10,325.00	$0.00	$0.00	$0.00	$20,117.83
416 - FENCE LAKE VFD	$490,625.06	$0.00	$31,926.00	$0.00	($10,508.83)	$3,408.06	$515,450.29
418 - CANDY KITCHEN VFD	$334,043.34	$0.00	$83,785.50	($38,195.00)	($8,469.49)	$3,408.06	$374,572.41
419 - LAGUNA VFD	$449,068.86	$0.00	$193,454.00	$0.00	($27,460.28)	($1,667.32)	$613,395.26
421-FENCE LAKE EMS	$0.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$1,500.00
424 - CUBERO VFD	$137,319.55	$0.00	$54,781.00	($13,789.00)	($4,869.50)	$3,410.45	$176,852.50
425 - CUBERO EMS	$5,161.04	$0.00	$5,000.00	$0.00	$0.00	$0.00	$10,161.04
427 - EL MORRO VFD	$172,599.20	$0.00	$31,926.00	$0.00	($16,708.85)	$3,408.08	$191,224.43
428 - SUPERIOR AMBULANCE	$8,709.96	$0.00	$18,562.00	$0.00	$0.00	$0.00	$27,271.96
429-CIBOLA ADMIN EMS	$0.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$1,500.00
435 - CONSOLIDATED DISPATCH	$337,919.23	$0.00	$301,843.49	$0.00	($310,644.05)	$0.00	$329,118.67
438 - DWI GRANT	$7,141.44	$0.00	$71,366.44	$0.00	$0.00	$236.76	$78,744.64
439 - DWI DISTRIBUTION	$81,453.49	$0.00	$82,422.00	$0.00	($62,163.18)	($484.12)	$101,228.19
440 - NM DOT DWI GRANT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
475 - COUNTY FIRE PROTECTION	$1,046,419.40	$0.00	$58,451.21	$0.00	($20,811.02)	$0.00	$1,084,059.59
500 - CLERK RECORDING/FILING	$75,210.46	$0.00	$10,800.00	$0.00	($3,830.05)	$0.00	$82,180.41
569 - 2014A BOND INCOME FUND	$0.00	$0.00	$310,543.37	$0.00	($13,127.18)	$0.00	$297,416.19
570 - 2014B BOND INCOME FUND	$0.00	$0.00	$248,894.05	$0.00	($7,060.06)	$0.00	$241,833.99
575 - NMFA LOANS	$0.00	$1,969,750.10	$60,479.72	$114,958.00	$0.00	$0.00	$2,145,187.82
603 - EMERGENCY MANAGEMENT	$785.00	$0.00	$0.00	$0.00	$0.00	$0.00	$785.00
604 - FIRE MARSHAL	$32,904.88	$0.00	$51,957.50	($17,286.00)	($24,179.91)	$35,017.50	$78,413.97
605 - LAW ENFORCEMENT PROTECTION	$305.98	$0.00	$40,003.00	($19,997.00)	$0.00	$19,997.00	$40,308.98
606 - NMDOT LOCAL GOV. TRANS. GRANT	$870,047.47	$0.00	$0.00	$0.00	$0.00	$0.00	$870,047.47
607 - QUARTZ HILL PROJECT	$57,802.60	$0.00	$25,000.00	$0.00	$0.00	$0.00	$82,802.60
609 - CARES ACT ELECTION'S GRANT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
614 - DETENTION CENTER	$27,891.96	$0.00	$825,224.97	$750,000.00	($1,266,968.46)	($38,477.72)	$297,670.75
620 - 1% REAPPRAISAL FUND	$29,708.42	$0.00	$3,547.89	$0.00	($7,083.17)	$0.00	$26,173.14
648 - TPF COUNTY ROAD 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
649 - AMERICAN RESCUE PLAN ACT	$2,148,534.39	$0.00	$0.00	$0.00	($611,252.20)	$0.00	$1,537,282.19
650 - NMFA COMP. & LEDA GRANT	$26,566.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,566.00
651 - CAPITAL OUTLAY PROJECTS	$58,464.93	$0.00	$334,188.00	$375,000.00	($764,674.78)	$0.00	$2,978.15
TOTALS=	$17,265,598.39	$7,255,657.08	$4,801,777.08	$0.00	($4,900,393.21)	($26,853.13)	$24,395,786.21

State BAR #2 Resolution 2022-54



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	General Fund	Revenue	401-17-370-59200	Small Counties Assistance	$284,000.00	$4,000.00	$288,000.00	Received more than projected
S	General Fund	Revenue	401-18-370-37065	Election MOU	$36,500.00	$1,000.00	$37,500.00	Received more than projected
S	LATCF	Revenue	647-20-400-00100	LATCF Grant	$0.00	$3,151,902.50	$3,151,902.50	Per Federal award letter dated 10/21/22
S	Capital Outlay	Expenditure	651-085-460-00026	Construction Armory	$350,000.00	($6,500.00)	$343,500.00	1% of grant was already budgeted in different line item.
S	Fence Lake EMS	Revenue	421-35-300-56500	EMS Fund	$0.00	$1,500.00	$1,500.00	Per new EMS award
S	Cibola Admin EMS	Revenue	429-35-300-56500	EMS Fund	$0.00	$1,500.00	$1,500.00	Per new EMS award
S	Fence Lake EMS	Expenditure	421-021-401-00082	Safety Equipment	$0.00	$1,500.00	$1,500.00	Per new EMS award
S	Cibola Admin EMS	Expenditure	429-021-427-00082	Safety Equipment	$0.00	$1,500.00	$1,500.00	Per new EMS award
S	Capital Outlay	Revenue	651-75-300-10200	FY22 Sheriff Safety Equipment	$0.00	$97,600.00	$97,600.00	Reimbursement from FY22 Sheriff appropriation
S	Capital Outlay	Expenditure	651-085-460-00107	Hospital Parking Lot	$0.00	$200,000.00	$200,000.00	Expense to match budget for Legislative Grant
S	Capital Outlay	Expenditure	651-085-460-00106	$37,500 Public Safety	$375.00	$37,125.00	$37,500.00	Increase to match grant amount
S	Capital Outlay	Expenditure	651-085-460-10105	Law Enforcement Vehicles	$0.00	$50,000.00	$50,000.00	Expense to match budget for Legislative Grant
S	Capital Outlay	Revenue	651-75-300-10105	$200,000 Hospital Parking Lot Revenue	$0.00	$200,000.00	$200,000.00	Revenue to match grant amount
S	Capital Outlay	Revenue	651-75-300-10104	$37,500 Public Safety Revenue	$0.00	$37,500.00	$37,500.00	Revenue to match grant amount
S	Capital Outlay	Revenue	651-75-300-10201	Law enforcement Vehicles Revenue	$0.00	$50,000.00	$50,000.00	Revenue to match grant amount
S	TPF	Expenditure	648-201-461-00117	County Road 5 Match	$0.00	$100,000.00	$100,000.00	Match amount 5% of 2,000,000 grant
S	TPF	Expenditure	648-201-461-00118	County Road 5 Disbursement	$0.00	$1,900,000.00	$1,900,000.00	Disbursement amount 95% of 2,000,000 grant
S	Capital Outlay	Transfer	651-087-499-09651	from 401- to 651	$1,000,000.00	$287,125.00	$1,287,125.00	For expenses before reimbursements
S	Capital Outlay	Transfer	651-085-499-09401	from 651 to 401	$1,000,000.00	$287,125.00	$1,287,125.00	For expenses before reimbursements

Monthly Question

What type of fund is the new Cibola Admin. EMS Fund?

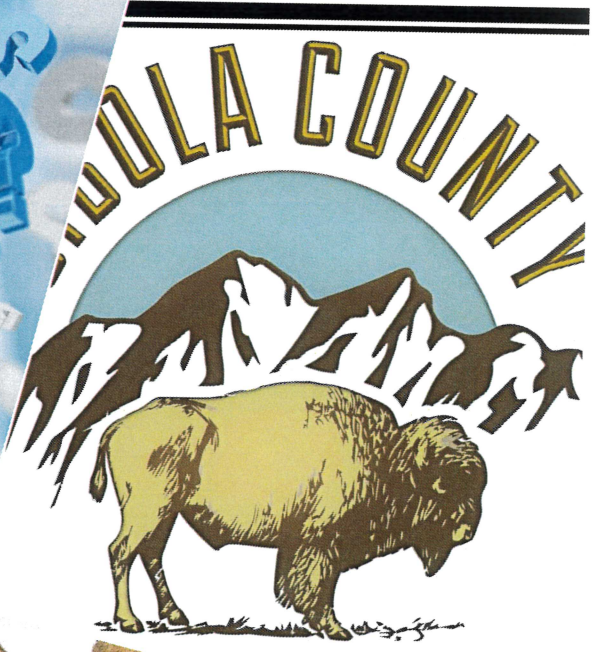
1. Special Revenue Fund
2. Enterprise Fund
3. Capital Projects Fund
4. Proprietary Fund

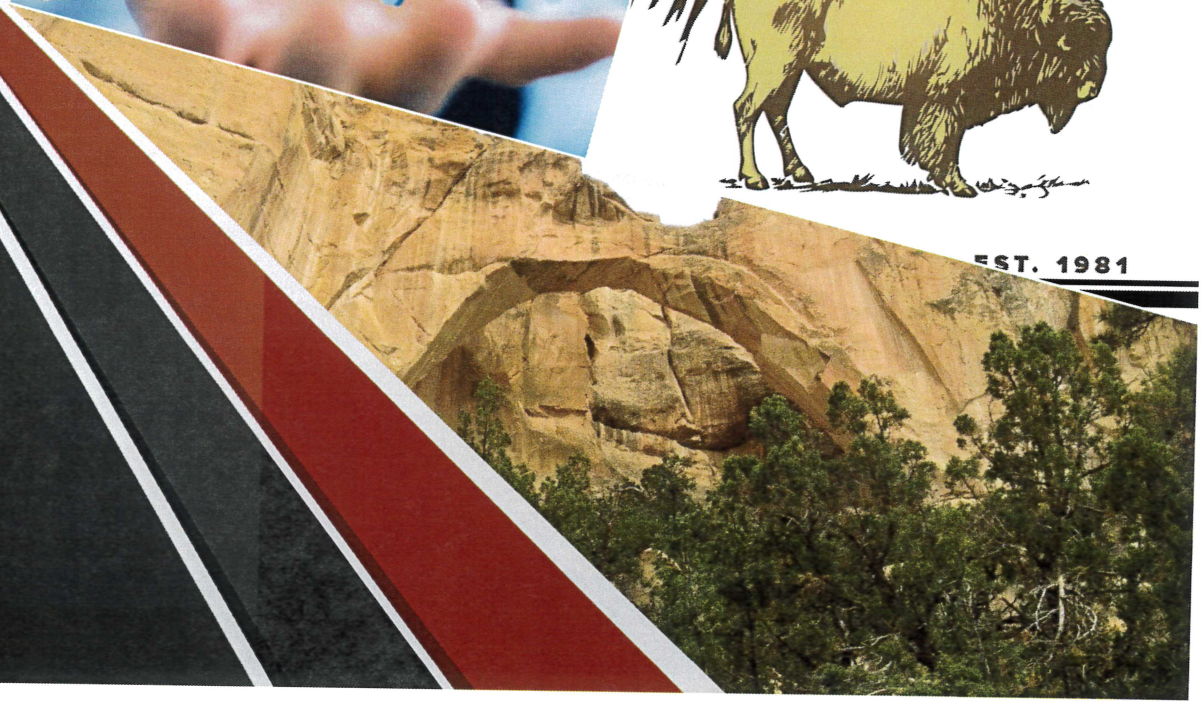
ANSWER IS – #1. The new Cibola Admin. EMS Fund is a special revenue fund because its funding has specific statutory allowed expenditures and cannot be used by any other fund. Cash balances require carryover approval.

The End

Questions?







Slide Outline and Notes of Cibola County Finance Report

From July 1, 2022 through September 30, 2022 Finance Report

Commission Meeting October 27, 2022

Finance Report Cover Page

Cibola County Updates

- Finance Reports & Budgets located on Finance Department webpage
- The Manager's Office is reconciled to the bank through August 31, 2022, for Main Operating account and the Treasurer's office has the Tax operating account reconciled through September 30, 2022.
- Working on GFOA budget Submission
- Welcome Gloria Pargas to the Cibola Admin Team!

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. We budgeted conservatively at a 3 year average of FY19, FY20, and FY21 average. These will be adjusted as we track them. We budgeted conservatively to ensure a balanced budget with our expenditures.

We received an additional $385,505.46 in GRT Equalization Distribution on top of our regular GRT in September. This GRT Equalization Distribution is dedicated to paying our 2014 Series B Revenue Bonds for the County Building. Pursuant to NMSA 1978 Section 7-1-6.16, "it is formula driven by the product of a fraction, the numerator of which is the county's population and the denominator of which is the state's population, multiplied by the annual sum for the county; less (2) the net receipts received by the department during the report year, including any increase or decrease made pursuant to Section 7-1-6.15 N.M. Stat. Ann., attributable to the county gross receipts tax at a rate of one-eighth percent; provided that for any month in the report year, if no county gross receipts tax was in effect in the county in the previous month, the net receipts, for the purposes of this section, for that county for that month shall be zero. B. If the amount determined by the calculation in Subsection A of this section is zero or a negative number for a county, no distribution shall be made to that county".

The other lines represent the last 5 years as you can see in the legend.

We are under a new contract with the Northwest New Mexico Regional Solid Waste Authority (NWNMRSWA). We are paying 50% of our Environmental GRT increment each month for the Authority by a joint power's agreement.

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. This data may be a little different on how the other entities reports as we like to add our contract amounts back in (they are taken out before our GRT hits our coffers) as well as add the compensating and industry tax in to our numbers. This is over three years' worth of data. How amazing for all of us.

Property Taxes

Here we have our property tax collections. Current taxes will start to increase when property tax bills are issued near the end of the year. Our delinquent taxes have been off to a good start.

September 30, 2022 - Monthly Report

Here is our September 30, 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, payables and other accruals which are not cash but on our balance sheets. This is normal.

Our transfers equal zero which is mandatory.

We will 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 #3 Resolution 2022-50

These are all state budget adjustments in BAR #3. 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. The purpose for these adjustments is on the right.

Monthly Question

What type of fund is the new Cibola Admin. EMS Fund?

1. Special Revenue Fund
2. Enterprise Fund
3. Capital Projects Fund
4. Proprietary Fund

ANSWER IS – #1. The new Cibola Admin. EMS Fund is a special revenue fund because its funding has specific statutory allowed expenditures and cannot be used by any other fund. Cash balances require carryover approval.

The End – Questions from governing body

CIBOLA COUNTY

NEW MEXICO · EST. 1981

8ai.

Road Improvements

Pictures of Roads Needing Improvements



C-33



C-33



C-32



C-29



C-29



C-48



C-48



C-48

C-10





C-10



C-5 Moquino bypass



C-5



C-13



C-15



8aii.

Local Assistance and Tribal Consistency Fund

LATCF Award Information

DocuSign Envelope ID: 664B9389-A60C-46BE-942F-F6376D6941DF

OMB Approved No. 1505-0276
Expiration Date: March 31, 2023

U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

Recipient name and address: Cibola County 700 East Roosevelt Avenue, Suite 50 Grants, New Mexico 87020	UEI Number: VLKVAHDJ4MW8 Taxpayer Identification Number: 850291095
Amount of Federal Funds Obligated (Total of Fiscal Year 2022 and Fiscal Year 2023 Tranches): $ 6303805.00 Total Amount of Federal Funds Obligated: $ 6303805.00 The Federal Award Date is the date of the Recipient's signature below, provided that all other conditions of the award have been met.	Assistance Listing Number: 21.032 Assistance Listing Title: Local Assistance and Tribal Consistency Fund

Section 605(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Local Assistance and Tribal Consistency Fund.

Recipient hereby agrees, as a condition to receiving such payment(s) from Treasury, to the terms and conditions attached hereto.

Recipient: Cibola County

DocuSigned by:
Paul Ludi
5F54569820A54CF...

Authorized Representative: Paul Ludi

Title: Finance Director

Date signed:10/21/2022

DocuSign Envelope ID: 664B9389-A60C-46BE-942F-F6376D6941DF

OMB Approved No. 1505-0276
Expiration Date: March 31, 2023

U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND
AWARD TERMS AND CONDITIONS FOR ELIGIBLE REVENUE SHARING COUNTY GOVERNMENTS

1. Payment of Funds.

   a. Recipient understands that the Department of the Treasury (Treasury) will disburse funds under this award (the award funds) in two tranches, subject to any remedial actions taken pursuant to section 7 or any offsets imposed to satisfy any debt owed pursuant to section 9 of these award terms and conditions.

   b. In addition to the limitations provided in paragraph (a), payments under this award will be subject to the availability of funding, and, should the provisions of section 605 of the Social Security Act (42 U.S.C. § 805) addressing allocations or recipient eligibility be amended or the amount of the appropriation for implementation of such section be reduced, Treasury may reallocate the amount of the appropriation that remains available and adjust Recipient's total award amount accordingly. In the event Recipient's total award amount is reduced, the amount of a second tranche payment may be reduced to account for the receipt of amounts disbursed in the first tranche.

   c. If eligible revenue sharing county governments other than Recipient decline or do not claim the amounts allocated to them by Treasury from the Local Assistance and Tribal Consistency Fund, Treasury may supplement this award with an additional allocation to Recipient. The amount of this additional allocation will be determined by Treasury in its discretion as provided in section 605 of the Act and will be subject to the limitations provided in paragraphs a and b.

   d. Any change in an allocation will be deemed an amendment to this award to increase or decrease the total award amount, as applicable, unless, in the case of an increased allocation, Recipient declines the increased total award amount.

2. Use of Funds.

   a. The award funds may be used to cover any cost incurred on or after March 15, 2021, for any governmental purpose other than a lobbying activity, as provided in paragraph b.

   b. Recipients may not use the award funds directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification,

DocuSign Envelope ID: 664B9389-A60C-46BE-942F-F6376D6941DF

policy, or appropriation.

c. Recipient must expend and account for the funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to Recipient's expenditure of and accounting for its own funds.

3. Reporting. Recipient agrees to submit an annual project and expenditure report to Treasury for this award in the form provided by Treasury. Recipient acknowledges total award and expenditure amounts may be publicly disclosed.

4. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

5. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 605 of the Act and guidance issued by Treasury regarding the Local Assistance and Tribal Consistency Fund program. Recipient acknowledges that the funds constitute federal financial assistance and are subject to federal law applicable to federal financial assistance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders in the course of its use of the award funds.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;

DocuSign Envelope ID: 664B9389-A60C-46BE-942F-F6376D6941DF

vi. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F (Audit Requirements).

vii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, Subparts A, B, and D, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

viii. The provisions of Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 applicable to executive compensation but not to subawards, pursuant to which the subsections of the award term set forth in Appendix A to 2 C.F.R. Part 170 applicable to executive compensation are hereby incorporated by reference.

ix. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

x. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

xi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

xii. Generally applicable federal environmental laws and regulations.

6. Maintenance of and Access to Records.

   a. Recipient will maintain records and financial documents sufficient to evidence compliance with section 605 of the Act, this award agreement, and implementing guidance issued by Treasury for a period of five (5) years after all funds have been expended or returned to Treasury.

   b. Recipient acknowledges that Treasury, including the Treasury Office of Inspector General, and the Government Accountability Office or their authorized representatives will have the right of access to records of Recipient in order to conduct audits or other investigations.

7. Remedial Actions. In the event of Recipient's noncompliance with section 605 of the Act, these terms and conditions, other applicable laws, guidance, or any reporting or other program requirements, Treasury may take any of the following remedies:

   a. Impose additional conditions on the receipt of the second tranche of the award;

   b. Temporarily withhold the second tranche of the award in whole or in part;

c. Require recoupment of payments under this award;

d. Terminate the Federal award;

e. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Treasury regulations; and

f. Take other remedies that may be legally available.

8. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by Treasury to be subject to a repayment obligation and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph (a). Treasury will take any actions available to it to collect such a debt.

10. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

11. Amendments.

a. The terms of this award may be amended with the written approval of Recipient and Treasury.

b. In addition, Treasury reserves the right to amend the terms of this award if required by U.S. law or regulation without the consent of Recipient.

DocuSign Envelope ID: 664B9389-A60C-46BE-942F-F6376D6941DF

c. Notwithstanding the above, Treasury may, upon reasonable notice to Recipient, unilaterally amend this agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

PAPERWORK REDUCTION ACT NOTICE

The estimated burden associated with the collection of information provided for in section 6 of the terms and conditions is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

CIBOLA COUNTY

NEW MEXICO · EST. 1981

9a.

Recognition of 30 Years of Service

Juanita Rodriguez-Maintenance Supervisor

CIBOLA COUNTY

NEW MEXICO · EST. 1981

10a.

Fence Lake

Annual Performance Review

FENCE LAKE COMMUNITY ASSOCIATION LEDA PROJECT ANNUAL REVIEW

Project Summary/History

For the benefit of those Commission members who were not present in 2017, this will serve as a brief summary of Cibola County Ordinance No. 17-04 "An Ordinance Adopting The Fence Lake Community Association Local Economic Development Project and Project Participation Agreement."

Fence Lake, NM is located in Cibola County. It includes a parcel of land on which a community center and log cabin building are sited. This parcel has changed ownership several times in the past, and was owned by Cibola County until October 2017. While it was owned by Cibola County, it was maintained and used regularly by the Fence Lake Community Association (FLCA.)

In October 2017, the land and buildings were deeded over to the FLCA. This transaction was made possible through the Local Economic Development Act (LEDA.) This Act allowed for Cibola County and FLCA to enter into a ten year Project Participation Agreement (PPA.) During the ten year period, FLCA holds a reversionary deed to the land and buildings, and agrees to satisfy the provisions of the PPA.

This annual presentation is required by the PPA, and FLCA looks forward to annually sharing our progress toward the other provisions with Cibola County during the October Board of County Commissioners meeting.

FENCE LAKE COMMUNITY ASSOCIATION LEDA PROJECT ANNUAL REVIEW

To: Cibola County Economic Development Foundation and Board of Cibola County Commissioners
From: Fence Lake Community Association
Date: October 10, 2022
Re: LEDA Project Annual Review

This report is to satisfy Section 7.2 of Cibola County Ordinance No. 17-04 "An Ordinance Adopting The Fence Lake Community Association Local Economic Development Project and Project Participation Agreement."

With this summary report, Fence Lake Community Association ("FLCA") will demonstrate compliance with Section 4 "Specific Measurable Objectives."

Per 4.1, the property was used as a community center for meetings, functions, and recreation five (5) or more times each calendar year.

Supporting Data:
Town meetings held: 3/2/22 4/6/22 5/4/22 6/1/22 7/4/22 8/3/22 9/7/22 10/5/22

Town functions held:

- Halloween Trunk or Treat Party 10/30/21
- Holiday Craft Fair 11/13/21
- Town Christmas Party 12/11/21
- FL Volunteer Fire Department Christmas Party 12/18/21
- Fabulous Ladies of Fence Lake (FLOFL) Ladies' Night 4/9/22 10/8/22
- Easter Party 4/16
- Fourth of July Parade and Picnic 7/4/22
- Fence Lake Reunion 7/30/22
- Game Night 5/14/22

Per 4.2, the building was available for use as a polling place and as a fire department training facility.

Supporting Data:

- Fire Department truck pump test 10/29/21
- Fire Department driver training 5/14/22
- Primary Election 6/7/22

Per 4.3, FLCA has performed maintenance, repairs, and improvements to the property, sufficient to preserve its value.

Supporting data: concrete walkways installed on three sides of the building. Concrete pad for wheelchair accessible parking installed at south entrance. Entry area exterior patched and repainted. Blinds installed in the auditorium. Floors sanded and refinished in the auditorium.

Community Center Workdays: 6/4/22 7/23/22

Per 4.4, FLCA has used the building for cultural and educational purposes by establishing a library, making the property available for the Fence Lake Reunion activities, and working to establish internet connectivity.

Supporting data: The library is open Saturdays, Community Meeting days, and Bookmobile days for circulation of materials, and also available by appointment for use as a meeting space. The Fence Lake Reunion was held in July. The CellularOne tower is functioning and cellular internet is available throughout Fence Lake.

Educational Programs offered:

"Be Well" classes on covid natural remedies with Dr. Neblitt 10/13/21 10/20/21
Anxiety and Depression Mental Health classes weekly 3/22/22 through 5/10/22
Bible Study on Daniel and Biblical Eating 6/28/22 7/5/22 7/12/22 7/14/22 8/2/22
Bible Study "In Search Of Peace" weekly 8/23/22 through 9/27/22

Per 4.5, FLCA has held a farmers' market on the property to provide fresh produce, baked goods, and other items to the community.

Supporting data:
Outdoor Farmers' Market dates: 6/11/22 8/13/22 9/17/22

In accordance with Section 7.2, FLCA requests written notification of any unsatisfactory performance or progress toward goals. Please submit such notification via email to: jill.mariposa@gmail.com and kathleengibson636@yahoo.com at your earliest convenience.

Respectfully submitted,
Jill Andrews

CIBOLA COUNTY

NEW MEXICO · EST. 1981

10b.

Resolution 22-54

FY23 Budget Adjustment Number 3

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

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

Kate Fletcher
County Manager

Resolution No. 2022-54 BAR #3

Fiscal Year 2023

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 2022-54A 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 2023 fiscal year ending June 30, 2023.

PASSED, APPROVED and ADOPTED by the governing body at a regular meeting on the 27th day of October, 2022.

THE BOARD OF COUNTY COMMISSIONERS:

_____
Daniel Torrez, Chairman

_____
Martha Garcia, 1st Vice-Chair

ATTEST:

_____
Dr. Christina Lowery, 2nd Vice-Chair

_____
Michelle E Dominguez, County Clerk

_____
Robert Windhorst, Commissioner

_____
Ralph Lucero, Commissioner

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

ENTITY NAME: Cibola County
FISCAL YEAR: FY 2022-23
RESOLUTION #: 2022-54
BAR SCHEDULE: 2022-54A

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	General Fund	Revenue	401-17-370-59200	Small Counties Assistance	$284,000.00	$4,000.00	$288,000.00	Received more than projected
S	General Fund	Revenue	401-18-370-37065	Election MOU	$36,500.00	$1,000.00	$37,500.00	Received more than projected
S	LATCF	Revenue	647-20-400-00100	LATCF Grant	$0.00	$3,151,902.50	$3,151,902.50	Per Federal award letter dated 10/21/22
S	Capital Outlay	Expenditure	651-085-460-00026	Construction Armory	$350,000.00	($6,500.00)	$343,500.00	1% of grant was already budgeted in different line item.
S	Fence Lake EMS	Revenue	421-35-300-56500	EMS Fund	$0.00	$1,500.00	$1,500.00	Per new EMS award
S	Cibola Admin EMS	Revenue	429-35-300-56500	EMS Fund	$0.00	$1,500.00	$1,500.00	Per new EMS award
S	Fence Lake EMS	Expenditure	421-021-401-00082	Safety Equipment	$0.00	$1,500.00	$1,500.00	Per new EMS award
S	Cibola Admin EMS	Expenditure	429-021-427-00082	Safety Equipment	$0.00	$1,500.00	$1,500.00	Per new EMS award
S	Capital Outlay	Revenue	651-75-300-10200	FY22 Sheriff Safety Equipment	$0.00	$97,600.00	$97,600.00	Reimbursement from FY22 Sheriff appropriation
S	Capital Outlay	Expenditure	651-085-460-00107	Hospital Parking Lot	$0.00	$200,000.00	$200,000.00	Expense to match budget for Legislative Grant
S	Capital Outlay	Expenditure	651-085-460-00106	$37,500 Public Safety	$375.00	$37,125.00	$37,500.00	Increase to match grant amount
S	Capital Outlay	Expenditure	651-085-460-10105	Law Enforcement Vehicles	$0.00	$50,000.00	$50,000.00	Expense to match budget for Legislative Grant
S	Capital Outlay	Revenue	651-75-300-10105	$200,000 Hospital Parking Lot Revenue	$0.00	$200,000.00	$200,000.00	Revenue to match grant amount
S	Capital Outlay	Revenue	651-75-300-10104	$37,500 Public Safety Revenue	$0.00	$37,500.00	$37,500.00	Revenue to match grant amount
S	Capital Outlay	Revenue	651-75-300-10201	Law enforcement Vehicles Revenue	$0.00	$50,000.00	$50,000.00	Revenue to match grant amount
S	TPF	Expenditure	648-201-461-00117	County Road 5 Match	$0.00	$100,000.00	$100,000.00	Match amount 5% of 2,000,000 grant
S	TPF	Expenditure	648-201-461-00118	County Road 5 Disbursement	$0.00	$1,900,000.00	$1,900,000.00	Disbursement amount 95% of 2,000,000 grant
S	Capital Outlay	Transfer	651-087-499-09651	from 401- to 651	$1,000,000.00	$287,125.00	$1,287,125.00	For expenses before reimbursements
S	Capital Outlay	Transfer	651-085-499-09401	from 651 to 401	$1,000,000.00	$287,125.00	$1,287,125.00	For expenses before reimbursements

ATTEST: _____
County Clerk Date

Board Chairman Date



10c.

Resolution 22-55

FY23 1st Quarter Report

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

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

Kate Fletcher
County Manager

Resolution No. 2022-55

FISCAL YEAR 2022-2023 FOURTH QUARTER FINANCIAL REPORT

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, the first quarterly report has been reviewed and approved to ensure the reconciliation of cash balances & activity on this report to the County's internal financial reports; and

WHEREAS, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 2023.

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 hereby approves the fourth quarter report for FY 2023 hereinafter described as Attachment "2022-55A" and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED and ADOPTED by the governing body at its regular meeting on the 27th day of October in 2022.

THE BOARD OF COUNTY COMMISSIONERS:

_____
Daniel J. Torrez, Chairman

_____
Martha Garcia, 1st Vice-Chair

ATTEST:

_____
Christine Lowery, 2nd Vice-Chair

_____
Michelle E Dominguez, County Clerk

_____
Ralph Lucero, Commissioner

_____
Robert Windhorst, Commissioner

Cibola County Monthly Report - As of September 30, 2022 - Attachment 2022-55A

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 & Investments
101 - INVESTMENT FUND	$0.00	$5,285,906.98	$15,804.30	$0.00	$0.00	$0.00	$5,301,711.28
401 - GENERAL FUND	$9,012,458.86	$0.00	$1,265,690.88	($1,125,000.00)	($1,439,453.03)	($65,609.17)	$7,648,087.54
402 - ROAD	$814,170.53	$0.00	$312,133.45	$0.00	($264,698.40)	$267.94	$861,873.52
403 - FARM & RANGE	$9,899.90	$0.00	$0.00	$0.00	$0.00	$0.00	$9,899.90
406 - INDIGENT	$459,403.84	$0.00	$165,929.31	$0.00	($6,513.51)	$0.00	$618,819.64
407 - SAN RAFAEL VFD	$229,690.84	$0.00	$105,855.00	$0.00	($10,500.16)	$3,410.45	$328,456.13
408 - BLUEWATER VFD	$135,419.50	$0.00	$65,773.00	($25,691.00)	($12,968.75)	$3,410.45	$165,943.20
409 - LOBO CANYON VFD	$186,334.33	$0.00	$0.00	$0.00	($4,929.71)	$3,410.45	$184,815.07
413 - LAGUNA EMS	$9,745.10	$0.00	$13,110.00	$0.00	($1,518.64)	$0.00	$21,336.46
415 - PINEHILL EMS	$9,792.83	$0.00	$10,325.00	$0.00	$0.00	$0.00	$20,117.83
416 - FENCE LAKE VFD	$490,625.06	$0.00	$31,926.00	$0.00	($10,508.83)	$3,408.06	$515,450.29
418 - CANDY KITCHEN VFD	$334,043.34	$0.00	$83,785.50	($38,195.00)	($8,469.49)	$3,408.06	$374,572.41
419 - LAGUNA VFD	$449,068.86	$0.00	$193,454.00	$0.00	($27,460.28)	($1,667.32)	$613,395.26
421-FENCE LAKE EMS	$0.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$1,500.00
424 - CUBERO VFD	$137,319.55	$0.00	$54,781.00	($13,789.00)	($4,869.50)	$3,410.45	$176,852.50
425 - CUBERO EMS	$5,161.04	$0.00	$5,000.00	$0.00	$0.00	$0.00	$10,161.04
427 - EL MORRO VFD	$172,599.20	$0.00	$31,926.00	$0.00	($16,708.85)	$3,408.08	$191,224.43
428 - SUPERIOR AMBULANCE	$8,709.96	$0.00	$18,562.00	$0.00	$0.00	$0.00	$27,271.96
429-CIBOLA ADMIN EMS	$0.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$1,500.00
435 - CONSOLIDATED DISPATCH	$337,919.23	$0.00	$301,843.49	$0.00	($310,644.05)	$0.00	$329,118.67
438 - DWI GRANT	$7,141.44	$0.00	$71,366.44	$0.00	$0.00	$236.76	$78,744.64
439 - DWI DISTRIBUTION	$81,453.49	$0.00	$82,422.00	$0.00	($62,163.18)	($484.12)	$101,228.19
440 - NM DOT DWI GRANT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
475 - COUNTY FIRE PROTECTION	$1,046,419.40	$0.00	$58,451.21	$0.00	($20,811.02)	$0.00	$1,084,059.59
500 - CLERK RECORDING/FILING	$75,210.46	$0.00	$10,800.00	$0.00	($3,830.05)	$0.00	$82,180.41
569 - 2014A BOND INCOME FUND	$0.00	$0.00	$310,543.37	$0.00	($13,127.18)	$0.00	$297,416.19
570 - 2014B BOND INCOME FUND	$0.00	$0.00	$248,894.05	$0.00	($7,060.06)	$0.00	$241,833.99
575 - NMFA LOANS	$0.00	$1,969,750.10	$60,479.72	$114,958.00	$0.00	$0.00	$2,145,187.82
603 - EMERGENCY MANAGEMENT	$785.00	$0.00	$0.00	$0.00	$0.00	$0.00	$785.00
604 - FIRE MARSHAL	$32,904.88	$0.00	$51,957.50	($17,286.00)	($24,179.91)	$35,017.50	$78,413.97
605 - LAW ENFORCEMENT PROTECTION	$305.98	$0.00	$40,003.00	($19,997.00)	$0.00	$19,997.00	$40,308.98
606 - NMDOT LOCAL GOV. TRANS. GRANT	$870,047.47	$0.00	$0.00	$0.00	$0.00	$0.00	$870,047.47
607 - QUARTZ HILL PROJECT	$57,802.60	$0.00	$25,000.00	$0.00	$0.00	$0.00	$82,802.60
609 - CARES ACT ELECTION'S GRANT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
614 - DETENTION CENTER	$27,891.96	$0.00	$825,224.97	$750,000.00	($1,266,968.46)	($38,477.72)	$297,670.75
620 - 1% REAPPRAISAL FUND	$29,708.42	$0.00	$3,547.89	$0.00	($7,083.17)	$0.00	$26,173.14
648 - TPF COUNTY ROAD 1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
649 - AMERICAN RESCUE PLAN ACT	$2,148,534.39	$0.00	$0.00	$0.00	($611,252.20)	$0.00	$1,537,282.19
650 - NMFA COMP. & LEDA GRANT	$26,566.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,566.00
651 - CAPITAL OUTLAY PROJECTS	$58,464.93	$0.00	$334,188.00	$375,000.00	($764,674.78)	$0.00	$2,978.15
TOTALS=	$17,265,598.39	$7,255,657.08	$4,801,777.08	$0.00	($4,900,393.21)	($26,853.13)	$24,395,786.21

ATTEST:

Clerk Date Board Chairman

CIBOLA COUNTY

NEW MEXICO · EST. 1981

10d.

Resolution 22-56

Travel Policy



CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION 2022-56

A RESOLUTION
ADOPTING A TRAVEL POLICY RELATING TO THE REIMBURSEMENT AND TRAVEL FOR PER DIEM AND MILEAGE EXPENSES FOR PUBLIC OFFICERS AND EMPLOYEES OF THE COUNTY WHILE ON OFFICIAL COUNTY BUSINESS

WHEREAS, the state Per Diem and Mileage Act (§§10-8-1 to 10-8-8 NMSA 1978) and the state Administrative Code (2.42.2 NMAC) governs the reimbursement for travel of all public officers and employees of local public bodies; and

WHEREAS, the state Per Diem and Mileage Act authorizes the County to adopt, by resolution, regulations relating to the Per Diem and Mileage act including reducing or eliminating per diem and mileage reimbursement (§10-8-8B NMSA 1978);

WHEREAS, this policy repeals and replaces previous travel policies, including but not limited to Resolutions 2016-25 with the adoption of this policy.

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners adopts this policy for public officers and employees for mileage and per diem reimbursement, such as travel expenses, attending meetings, or travel advance.

Contents

Section 1. Purpose 3
Section 2. Definitions 3
Section 3. Requirements to Travel 3
Section 4. Per Diem Rates 4
4.1 Per Diem Computation: 4
A. Partial day/Return from overnight travel 4
B. Overnight Per Diem Computation 5
4.2 Official Board, Commission and Committee Members 5
A. Non-salaried public officers of Cibola County may elect to receive 5

B. Other Official Meetings....5
C. Members serving in dual capacities....5
4.3 Temporary Assignment....5
A. Routine Reassignment....5
B. Non-routine Reassignment....5
Section 5. Reimbursement of Actual Expenses....5
5.1 Limits to actual Reimbursement....6
A. Actual Reimbursement for lodging....6
Actual reimbursement for meals....6
B. Items not eligible for reimbursement....6
5.2 Receipts Required:....6
A. Lost receipts....6
B. Non-itemized receipts....6
5.3 Return from overnight travel....7
Section 6. Private Transportation Mileage Compensation....7
6.1 Rate:....7
6.2 Privately owned automobile:....7
6.3 Privately owned airplane:....7
6.4 Mileage Compensation Limit....8
Section 7. Reimbursement for Other Expenses....8
7.1 Receipts required....8
7.2 Receipts not required....8
Section 8. Travel Advances....8
8.1 Authorizations:....8
8.2 Travel Period:....9
8.3 Single Travel Period Advances....9
8.4 Agency Records:....9
8.5 Year-End Closing....9
Section 9. Inclement Weather....9
Determination....9
A. In and Around Cibola County....10
Section 10. Reservations....10

Section 11. Amendments to Policy, Conflicts with Other Polices, Interpretation: 10

Section 1. Purpose

The purpose of this policy is to establish uniform processes for requesting approvals for travel and regulations related to mileage per diem and the reimbursement of actual expenses while conducting official county business on approved travel.

Section 2. Definitions

2.1 "Normal Workday" means: Eight (8) hours within a nine-hour period, regardless of the officers' or employees' regular work schedule.
2.2 "Partial Day" means: Travel which does not require overnight lodging, but extends beyond a normal workday The last day of travel where overnight lodging is no longer required.
2.3 "Official County Business" means: Business directly associated with County Government and duties directly related to the primary functions of the requestors responsibilities in the County Government.
2.4 "Department Head" means: The elected official of a department or the director of a department
2.5 "Employee" Means: Any person whose salary is paid, on a bi-weekly basis by Cibola County payroll, either completely or partially from public money.
2.6 "Public Officer" means: Elected or appointed officer of Cibola County, including: all board, advisory boards, committees or the commission as specifically authorized by law, County ordinance, County resolution or approved action of the Board of County Commissioners and authorized volunteer fire department personnel.
2.7 "Non-Salaried Public Officer" means: Appointed officers of Cibola County, including: all board, advisory board, committee or commission specifically authorized by law, County ordinance, County resolution or approved action of the Board of County Commissioners who are not paid a salary, on a bi-weekly basis, from Cibola County payroll.
2.8 "Private Transportation" means: An automobile owned by an individual for private use, An aircraft owned by an individual for private use
2.9 "Public Transportation" means: An automobile owned by Cibola County that is included in the insurance coverage. Any network of transportation for use by the public running on set routes, usually at set times and charging set fares.
2.10"Designated Post of Duty" means: Address of a public officers or employees regularly assigned work area.

Section 3. Requirements to Travel

3.1 All requests for in-state and out-of-state travel by a public officer or employee shall be requested on approved travel forms, any request not completed on the required forms will not be processed. Requests must be approved by the Department Head and County Manager prior to departure, except as otherwise noted. The Finance Manager shall review all requests for travel to ensure budgetary sufficiency and adherence to policy and may recommend denial if sufficient budget does not exist or if the request is contradicting to the travel policy.

3.2 The request to travel must include all necessary and relevant information as required by the approved form and appropriate brochures, agendas, schedules, or other information detailing the travel. Any requests not completed with the required information will not be processed. It is the responsibility of the department and individual, who is requesting funds, to ensure that all information is included.

3.3 County Employees can only receive either per diem or reimbursement of actual expenses when overnight lodging is required. Public officers and employees will only be eligible for per diem rates for travel that does not require overnight lodging and in accordance with Section 5 of this policy. Public officers or employees will not be eligible to receive per diem or reimbursement of actual expenses for destinations thirty-five (35) miles or less from the designated post of duty. Destinations exceeding thirty-five (35) miles will be eligible for per diem or reimbursement of actual expenses. Overnight travel will only be granted for destinations exceeding 75 miles from the designated post of duty or when determined necessary by the County Manager.

3.4 Travel for educational purposes shall be limited to, for any and all public officers or employees, no more than 30 calendar days of per diem or actual expense reimbursement in any fiscal year, unless approval by the Board of County Commission is obtained.

3.5 An employee, public-officer or non-salaried public official must have a valid driver's license to travel on any county-approved functions. A County vehicle should be used for work-related travel and persons attending the same functions should make an effort to travel together to save mileage costs.

Section 4. Per Diem Rates

Applicability: Per Diem shall be paid only in accordance with the provisions set forth in this section without regard to whether expenses are actually incurred. When lodging and/or meals are provided or paid for by Cibola County, or another governmental entity, the public officer or employee is only entitled to reimbursement of actual expenses. Per Diem will not be authorized for any public officer or employee who, while traveling, takes sick annual or authorized leave without pay for more than four 4 hours of the normal work day.

4.1 Per Diem Computation: Per Diem rates for travel by public officers and employees, except non-salaried public officers, where overnight lodging does not apply will be expensed as follows;

A. Partial day/Return from overnight travel Per Diem Computation: To calculate the number of hours in the partial day, begin with the time the traveler initially departed on the travel; divide the total number of hours traveled by 24; the number of hours remaining constitute the partial day which shall be reimbursed as follows;

Pursuant to the current rate chart set by DFA per NMSA 1978, Section 10-8-4 (B) & (C) 2021

B. Overnight Per Diem Computation:

Pursuant to the current rate chart set by DFA per NMSA 1978, Section 10-8-4 (B) & (C) 2021

4.2 Official Board, Commission and Committee Members;

A. Non-salaried public officers of Cibola County may elect to receive:
   1. $45.00 if the officer physically attends the board or committee meeting for less than four hours or the officer attends a virtual meeting of any duration during a single calendar day; or ($95.00) if the officer physically attends the board or committee meeting for four hours or more during a single calendar day.
   2. Mileage Compensation, in accordance with section 6 of this policy.

B. Other Official Meetings: Non-salaried public officers may receive mileage compensation for travel on official business that does not constitute a board, advisory board, committee, or commission meeting only in accordance with section 6 of this policy.

C. Members serving in dual capacities: Non-salaried public officers who also serve as public officers or employees of state agencies or local bodies may receive mileage or per diem rates from only one public entity for any travel or meeting attended. Furthermore, non-salaried public officers who are also public officers or employees may not receive per diem rates for attending meetings held in the place of their home or at their designated post of duty unless they are on leave from their positions as public officers or employees.

4.3 Temporary Assignment: Public officers and employees may be reassigned temporarily to another duty station.

A. Routine Reassignment: Public officers and employees subject to periodic reassignment of duty stations or districts as a normal requirement of their employment will not be eligible for per diem rates after the time of arrival at the new duty station or district.

B. Non-routine Reassignment: Public officers and employees not normally subject to periodic reassignments who are temporarily reassigned to another office or duty station away from home, for Cibola County, will receive per-diem for the first 30 calendar days of their assignment only, unless approval by the Board of County Commission is given to extend per diem payments upon showing that the assignment is necessary and temporary. After 30 calendar days, the place where the employee or officer is assigned will be regarded as the designated post of duty.

Section 5. Reimbursement of Actual Expenses

Applicability: A public officer or employee may submit, in writing, a request to be reimbursed actual expenses in lieu of the per diem rate where overnight travel is required. Approval must be obtained prior to dates of travel for requests to receive reimbursement of actual expenses in lieu of per diem rates. No reimbursement for actual expenses will be granted in lieu of partial day per diem rates. (2.42.2.9 NMAC- Rn, DFA Rule 95-1, Section 4, 07/01/03;A, 01/15/04)

5.1 Limits to actual Reimbursement: Pre approved reimbursements of actual expenses for public officers and employees where overnight travel is required will be reimbursed as follows;

A. Actual Reimbursement for lodging: Public officers and employees should stay in hotels which offer a government rate. Lodging expenses should:
   1. Not exceed single occupancy room charge (including tax)
   2. Not be reimbursed in excess of $215.00 (single occupancy rate) without signature of the chairperson of the governing body on the travel voucher prior to requesting reimbursement.

   Actual reimbursement for meals: Actual expenses for meals are limited by NMSA 1978 Section 10-8-4(k)(2) (2021). Actual expenses for meals shall be reimbursed at the rate set by DFA per NMSA 1978, Section 10-8-4 (B) & (C) 2021

B. Items not eligible for reimbursement: The following items will not be considered for reimbursement under any circumstances;
   1. Tobacco Purchases
   2. Energy Drinks
   3. Gasoline in a private vehicle
   4. Hotel Charges beyond the nightly occupancy rate
   5. Entertainment Charges
   6. Personal items
   7. Gifts/souvenirs
   8. Alcohol Purchases

5.2 Receipts Required: The public officer or employee with pre-approval to receive reimbursement of actual expenses in lieu of per diem must submit original itemized receipts that include the vendor or business name, date of purchase or delivery, description of item and/or service, and total cost for all actual expense being requested for reimbursement. Public officers or employees who habitually violate this section of the travel policy will be not be authorized to submit for reimbursement of actual expenditures in lieu of per diem.

A. Lost receipts: Under circumstances where the loss of receipts would create a hardship, an affidavit from the officer or employee attesting to the expenses may be submitted for actual receipts. The affidavit must accompany the travel voucher and include the signature of the chairperson of the governing board.

B. Non-itemized receipts: Under circumstances where an itemized receipt is unobtainable and a hardship would be created without reimbursement, an affidavit from the officer or employee attesting to the expense may be submitted for itemized receipts. The affidavit must accompany the non-itemized receipt the travel voucher and must include the signature of the chairperson of the governing board.

5.3 Return from overnight travel: On the last day of travel when overnight lodging is no longer required, reimbursement of actual expenses will be limited to the partial day per diem rates. To calculate the number of hours in the partial day, begin with the time the traveler initially departed on the travel; divide the total number of hours traveled by 24; the number of hours remaining constitute the partial day which shall be reimbursed as follows pursuant to the current rate chart set by DFA per NMSA 1978, Section 10-8-4 (B) & (C) 2021

Section 6. Private Transportation Mileage Compensation

Applicability: Mileage compensation shall be paid only in accordance with the provisions set forth in this section for mileage accrued in using private transportation when conducting official county business.

6.1 Rate: Public officers and employees of Cibola County shall be reimbursed for mileage accrued in using private transportation when conducting official county business as follows:

A. The internal revenue service standard mileage rate set January 1 of the previous year for each mile traveled in a privately owned vehicle;

B. Eighty-eight cents per nautical mile for each mile traveled in a privately owned airplane.

6.2 Privately owned automobile: Mileage accrued for required travel while conducting official county business in a privately owned automobile shall be calculated for reimbursement as follows;

A. Pursuant to the mileage chart of the official state map published by the state highway and transportation department for distances in New Mexico and the most recent edition of the Rand-McNally road atlas for distances outside of New Mexico; or

B. Pursuant to the calculations set forth by Google Maps or Mapquest; or

C. Pursuant to actual mileage if the beginning and ending odometer reading is certified as true and correct by the traveler; and

1. The destination is not included on the official state map or on the Rand McNally road atlas or,

2. At the destination(s) of the public officer or employee, the public officer or employee was required to use the private transportation in performance of official duties.

6.3 Privately owned airplane: Mileage accrued for required travel while conducting official county business in a privately owned airplane shall be calculated for reimbursement as follows;

A. Pursuant to the New Mexico aeronautical chart published by the state highway and transportation department, aviation division, for distances in new Mexico and other states' air maps for distances outside of New Mexico; or

B. Pursuant to actual air mileage if certification is provided by the pilot, or a beginning and ending reading of actual mileage fi the reading is certified as true and correct by the traveler, and the destination is not included on an air map.

6.4 Mileage Compensation Limit

A. Total mileage reimbursement for out of state travel by privately owned automobile or privately owned airplane shall be limited to the total coach class commercial airfare costs for those traveling had they traveled by common carrier.

B. Mileage reimbursement shall be limited to miles traveled between the designated post of duty and the approved destination; mileage shall not be paid for the number of miles between post of duty and home.

Section 7. Reimbursement for Other Expenses

Applicability: Public officers and employees may be reimbursed for certain actual expenses in addition to per diem rates.

7.1 Receipts required: Public officers and employees may be reimbursed for the following expenses provided that receipts for all such expenses are attached to a reimbursement voucher;

A. Actual costs for travel by common carrier, provided such travel is accomplished in the most economical manner practical;

B. Rental cars or charter aircraft, provided less expensive transportation is not available or appropriate;

C. Registration fees for educational programs or conferences, provided, if the fee includes lodging or meals, then no per diem rates shall be paid and only actual expenses paid by the officer or employee and not included in the fee shall be reimbursed with the limits of Section 6, and;

D. Professional fees or dues that are beneficial to the agency's operations or mission;

7.2 Receipts not required: Public officers and employees may be reimbursed without receipts for the following expenses in an amount of $6.00 per day not to exceed a total of $30.00 per trip:

A. Taxi or other transportation fares at the destination of the traveler;

B. Gratuities not exceeding 15% of the initial charge, and;

C. Parking fees

D. If more than $6.00 per day or $30.00 per trip is claimed, the entire amount of the reimbursement claim must be accompanied by receipts.

Section 8. Travel Advances

8.1 Authorizations: A public officer or employee may submit, in writing, a request to be advanced up to 80% of per diem rates and mileage cost or for actual cost of lodging and meals pursuant to Section 5 and Section 6 of this policy and for other travel expenses that may be reimbursed under Section 7 of this policy. Approval must be obtained prior to dates of travel for requests, but no sooner than 2 weeks prior to dates of travel unless, by processing the request earlier, significant savings can be realized for travel by common carrier or for registration fees for seminars and conferences. Approval must be received from the department head and governing board or their authorized designee.

8.2 Travel Period: A travel advance may be authorized for a single travel period. Payment shall be made only upon properly authorized vouchers being submitted for each travel period.

8.3 Single Travel Period Advances: Where a travel advance is made for a single trip, the officer or employee shall remit, within five(5) working days of the return from the trip;

A. All itemized receipts for actual expenses incurred according to Section 6 of this policy, and;

B. A refund of any excess advance payment to the agency.

8.4 Agency Records: The finance department is responsible for maintaining records of travel advances authorized by the department head and the governing board or their authorized designee.

A. Employee Ledgers: Finance shall keep individual employee ledgers for travel advances. The ledger shall include the following information to provide an adequate audit trail;

1. Employee
2. Number
3. Department
4. Fiscal year
5. Date of travel advance
6. Date of destination
7. Per diem advance
8. Earned
9. Additional per diem or refund due

8.5 Year-End Closing: Each department head and Finance shall review all travel advances prior to the end of the fiscal year and collect or pay all outstanding amounts if possible. Any receivables or payables outstanding at year-end must be recorded on the books and records of the agency.

Section 9. Inclement Weather

Applicability: Cibola County has a responsibility for the safety and well-being of employees, public officers and non-salaried public officers. In the event of inclement weather occurring on dates of approved travel employees, public officers and non-salaried public officials should keep in mind the safety and well-being of themselves and the inhabitants of the location where the inclement weather exists. Any approved travel will be delayed consistent with the weather conditions surrounding the area where travel will begin.

Determination: When in Cibola County preparing for travel an employee, public officer or non-salaried public official will depend on Cibola County Manager, or designated official, to make a determination of delays and closures. When an employee, public officer or non-salaried public official is out of Cibola County on approved travel, the determination will be made based on the areas government or school district determination. Information about inclement weather can be found on Channel 4, radio stations 93.3FM, and 770AM.

A. In and Around Cibola County: When Cibola County government operates on a delayed schedule or when a closure is deemed necessary, travel from Cibola County will not be authorized. It is also the responsibility of the approved traveler to check the weather conditions at the approved destination and avoid any travel into inclement weather conditions.

Section 10. Reservations

Applicability: An elected official or department head shall confirm with the purchasing office whether or not there is a current travel specialist on contract prior to making any reservations. If the County has contract with a travel specialist (travel agency) all reservations shall be booked through the contracted travel specialist to ensure the lowest possible price and centralization of travel expenditures. Once the traveler receives the approved travel forms and when reservations are required, that traveler or department designee shall provide to the travel specialist the approved details of travel. When confirmation is received from the travel specialist, the traveler or department designee shall forward all receipts and travel documents back to the finance department for payment processing. The requirements of this section apply to any reservations required for travel excluding the reservations that initiate the travel (conference, training, meeting, etc.)

Section 11. Amendments to Policy, Conflicts with Other Polices, Interpretation:

11.1 Any changes to this policy shall be made by a duly adopted resolution of the Board.

11.2 If or when there are two or more policies that conflict regarding travel procedure or dealing with the subject matter contained in this policy, the more stringent policy shall govern.

11.3 If more than one interpretation of this policy exists in conformance with its terms, the decisions s of the County Manager regarding the interpretation of this policy shall be final.

11.4 Any previous travel policies, including Resolution 25-2016 are repealed and replaced with the adoption of this policy.

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED, AND PASSED on this 27th day October 2022.

_____
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

CIBOLA COUNTY

NEW MEXICO · EST. 1981

10e.

Resolution 22-57

2023 Holiday Schedule

CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION № 22-57

WHEREAS, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Suite 50, Grants, NM 87020, on October 27th, 2022 at 5:00 p.m. as required by law; and,

WHEREAS, the Cibola County Board of Commissioners are the duly elected governing body of Cibola County with the Authority for establishing a holiday schedule for County employees; and

WHEREAS, this Board had determined that **14 paid holidays** balances the needs of the public with the benefits deserved by its valued employees; and,

WHEREAS, the Cibola County Board of Commissioners are further advised that these holidays either include traditionally observed holidays or are special Cibola County holidays previously designated by the Commission to benefit the County's employees;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Cibola County Commission that it adopts the following **14** day paid Holiday Schedule for the 2023/2024 calendar year.

Monday, January 16, 2023 - Martin Luther King Jr Day
Monday, February 20, 2023 - Presidents Day
Friday, April 7, 2023 – Easter Holiday
Monday, May 29, 2023 - Memorial Holiday
Tuesday, July 4, 2023 - Independence Holiday
Monday, September 4, 2023 - Labor Holiday
Monday, October 9, 2023 – Indigenous Peoples Day
Friday, November 10, 2023 - Veterans Day
Thursday, November 23, 2023 -Thanksgiving Day
Friday, November 24, 2023 -Family Day
Friday, December 22, 2023 – Christmas Eve Holiday
Monday, December 25, 2023 - Christmas Holiday
Friday, December 29, 2023 - New Year's Eve Holiday
Monday, January 1, 2024 - New Year's Day Holiday

APPROVED, ADOPTED, AND PASSED on this 27th day of October 2022.

Daniel J. Torrez, Chairman

Martha Garcia, 1st Vice-Chair

Christine Lowery, 2nd Vice-Chair

Robert Windhorst, Member

Ralph Lucero, Member

Attest:

Michelle E. Dominguez, Cibola County Clerk

CIBOLA COUNTY

NEW MEXICO · EST. 1981

10f.

Memorandum of Agreement with City and County

For County Admin Staff to Provide Professional Services Assistance to the City

MEMORANDUM OF AGREEMENT
BETWEEN THE
COUNTY OF CIBOLA AND THE CITY OF GRANTS
FOR THE COUNTY TO PROVIDE PROFESSIONAL SERVICE ASSISTANCE TO THE CITY

This Memorandum of Agreement ("MOA") is entered into as of the Effective Date between the City of Grants, New Mexico ("City"), a New Mexico municipal corporation, and County of Cibola, New Mexico ("County"), a New Mexico County. In this MOA the City & County are each a "Party" and may be collectively referred to as the "Parties." This MOA is made with reference to the following facts:

RECITALS

WHEREAS the County of Cibola (hereinafter "County") is a New Mexico County established by NMSA 1978 Section 4-3A-1 (1981) and the City of Grants (hereinafter "City") is a New Mexico Municipality, established by, NMSA 1978 Sections 3-2-1 *et. seq.,* located within the boundaries of the County; and,

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants," "preserve peace and order" and "to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of any county or its inhabitants;" and,

WHEREAS, pursuant to NMSA 1978, Section 6-6-1 et seq. State approval of the final budget designates it as a legal binding document. The final budget as approved on LGBMS is the official budget of record for your local government; and,

WHEREAS, pursuant to NMSA 1978, Section 6.6.2 (H) & (I), all increases of the total budget and increases of transfers require governing body and state approval. Additionally, pursuant to NMSA 1978 Section 6.6.2 F, the state requires at least quarterly financial reports of a local public body; and

WHEREAS, the City Finance Director position has been vacant for approximately 3 months which is detrimental to the operations of the City. Additionally, the current financial bank reconciliations and the budget have not been entirely managed during the vacancy of said position; and,

WHEREAS, it is the opinion of the City Council, based on need, to request assistance from Cibola County Commission, County Manager, and County Administrative Staff with reconciliations, financial reporting, and other financial/accounting support and recommendations for a period of one year; and

WHEREAS, it is the opinion of the Cibola County Commissioners, assistance from the Cibola County Manager and County Administrative Staff to the City of Grants is needed.

WHEREAS, the County of Cibola has a professional staff with the ability to provide technical assistance to the City and will have time available to provide such assistance as the County's budget and finances are in order; and,

WHEREAS, Article 10 Section 14 of the New Mexico Constitution, referred to as the anti-donation clause, which provides that state or municipality shall not make any donation to association or public corporation is inapplicable to donations by state or one of its governmental agencies to another such agency, *See*, City of Gallup v. New Mexico State Park and Recreation Commission, 86 N.M. 745, 527 P.2d 786 (1974).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants of the Parties set forth herein below, THE PARTIES AGREE AS FOLLOWS:

1. Professional Service Technical Assistance

A. Obligations of the County.
i. The County will assist the City with reconciliations, financial reporting, and other financial/accounting support for the benefit of all the people and communities within Cibola County.
ii. Any assistance will only be provided after county staff has first met its obligations to the County and has additional time to provide the assistance.
iii. The County's staff will be on "county time" during the provision of the assistance.
ix. Cibola County assistance will only be recommendations and guidance to the City of Grants Council, City Manager, and City Administrative Staff- at no time will the County assume responsibility for the completion of any budget, report or other obligation of the City.

B. Obligation of the City.
i. The City will make accommodation and provide the necessary space, materials, staff time and other items requested by the County in providing its assistance.
ii. It is solely the responsibility of the City Council, *ex officio* City Board of Finance, to adopt and approve any financial documents or recommendations made by the City Finance Director or Cibola County Staff.

2. Term & Termination. This agreement is for a term commencing upon approval of both parties and shall continue until June 30, 2023. Notwithstanding, either party may cancel this MOA with two weeks notice provide to the other and have no obligations thereafter.

3. Obligations. Except as otherwise expressly provided herein, (i) each Party shall be solely responsible for, and at its sole cost and expense shall perform and discharge, its obligations hereunder and (ii) no Party shall have any obligation or liability in connection with the obligations of any other Party.

4. Funds. No funds will be exchanged or obligated to the other party pursuant to this MOA.

5. Employee Rights. All privileges and immunities from liability, exemptions from laws, ordinances and rules, and pension, relief, disability, workmen's compensation and other benefits which apply to the respective officers, agents and employees of the Parties when performing their functions hereunder, shall apply to the same extent while engaged in the performance of any of the Parties' respective rights and obligations hereunder.

6. Conflict of Interest; Governmental Conduct Act. Each Party hereby certifies to each other Party that it (i) presently has no interest and shall not acquire any interest, direct or indirect, which would materially conflict in any manner or degree with its obligations hereunder and (ii) is not in material violation of the New Mexico ("State") Governmental Conduct Act, Sections 10-16-1 *et seq.*, NMSA 1978, regarding this MOA.

7. Equal Employment Opportunity Compliance. Each Party shall comply in all material respects with all federal and State laws, rules, regulations and executive orders pertaining to equal employment opportunity. In accordance with all such laws, each Party agrees that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed hereunder. If any Party is found by a competent authority not to be in compliance with the requirements of this Section II.10, such Party shall take appropriate steps to achieve compliance.

8. Workers Compensation. Each Party shall comply in all material respects with State laws, rules and regulations applicable to workers compensation for its employees.

9. Liability. Each Party shall be solely responsible for its own legal liability, *including* fiscal or other sanctions, penalties and fines, arising or resulting from (i) its breach hereof, (ii) the negligent act or failure to act of such Party, its officers, employees, servants, subcontractors or agents, or (iii) acts or omissions pursuant to the limitations and protections of the State Tort Claims Act. In the event that any action, suit or proceeding related to the actions of a Party or any of its officers, agents, employees, servants or subcontractors hereunder is brought against such Party, such Party shall, as soon as practicable, but no later than two days after it receives written notice thereof, notify the other Party.

10. Dispute Resolution. The Parties intend that coordination of functions and collaborative efforts hereunder be employed to the maximum feasible extent to resolve issues hereunder. In the event of any controversy or claim arising out of or relating hereto, or the breach thereof, the parties will engage in mediation including consulting and negotiating with each other, and recognizing their mutual interests, attempt to reach a solution satisfactory to all Parties. In the event this MOA results in dispute, mediation, litigation, or settlement between the parties to this MOA, one party shall under no circumstances be required to pay the attorneys' fees, expenses and court costs of the other party.

11. Applicable Law. The law of the State of New Mexico, without giving effect to choice of law principles, shall govern this MOA and the respective rights and obligations of the Parties hereunder. Venue for any action arising hereunder shall be proper only in a State District Court sitting in Cibola County, New Mexico. Each Party hereby agrees upon such venue and to the jurisdiction of the courts of the State over any and all actions arising hereunder or relating hereto.

12. Notices. Any notice permitted hereunder shall be in writing and delivered in person, by a delivery service, such as Federal Express, or by postage prepaid U.S. mail, either first class or certified, return receipt requested, as follows:

    To City:

    City of Grants
    Attn: City Manager
    P.O. Box 879
    Grants, NM 87020

    To County:

    County of Cibola
    Attn: County Manager
    700 East Roosevelt, Suite 50
    Grants, NM 87020

13. Merger. This MOA incorporates all the agreements, covenants and understandings of the Parties and their respective agents, representatives and employees concerning the subject matter hereof, all such agreements, covenants and understandings have been merged herein and no such prior agreement, covenant or understanding, oral or otherwise, shall be valid or enforceable.

14. Invalid Term or Condition. If any term or condition hereof shall be held invalid or unenforceable, the remainder hereof shall not be affected and shall continue to be valid and enforceable.

15. Amendment. This MOA shall not be altered, changed or amended except by a written document executed by all Parties.

16. Third Party Beneficiaries. There are no third-party beneficiaries hereof.

17. Implied Covenants. No implied covenant or representation of any kind shall affect any of the respective rights or obligations of the Parties. The only covenants which shall affect the respective rights and obligations of the Parties are those expressly set forth herein.

18. Continued Cooperation. Each Party shall after the effective date hereof execute all documents and take all actions that may be reasonably necessary to fully effectuate this MOA or to comply with such Party's obligations hereunder. With the approval of this MOA the County Manager is authorized to take such actions on behalf of the County.

19. MOA Not a Joint Powers Agreement. The Parties agree that the provisions hereof do not provide for the joint exercise of any power common to the Parties and that this MOA is not subject to the State Joint Powers Agreements Act.

IN WITNESS WHEREOF, each Party has executed this MOA effective as of the last date shown below.

COUNTY OF CIBOLA

PASSED, APPROVED and ADOPTED by the Cibola Board of County Commissioners at a regular meeting on the 27th day of October 2022.

Daniel J. Torrez, Chairman

Martha Garcia, 1st Vice-Chair

Christine Lowery, 2nd Vice-Chair

Robert Windhorst, Member

Ralph Lucero, Member

Attest:

Michelle E. Dominguez, Cibola County Clerk

CITY OF GRANTS

PASSED, APPROVED and ADOPTED by the City of Grants governing body at a regular meeting on the 26th day of October 2022.

THE COUNCIL OF THE CITY OF GRANTS:

Erik Garcia, Mayor

George "Gunny" Garcia, Mayor Pro-Tem

ATTEST:

Beverly Michael, Councilor

Frances Salas, City Clerk

Fred Rodarte, Councilor

Zachery Gutierrez, Councilor



10g. (a).

Requisitions Over $20,000

Melloy Dodge/ 1500 SSV w Tow Pkg. &
Bedliner/FY22 Jr. Bill/$38,192

CIBOLA COUNTY
700 E. Roosevelt Ave
Suite 50
Grants, NM 87020
PH: (505) 287-9431
FAX: (505) 285-5434

PURCHASE ORDER

PO Number: 23-45123 **Date:** 10/12/2022

Requisition #: REQ05778 **Vendor #:** 22721

ISSUED TO: MELLOY DODGE
9621 COORS BLVD.
ALBUQUERQUE, NM 87114

SHIP TO: Cibola County - Manager's Office
Attn:Procurement Agent
700 E. Roosevelt Ave. Ste. 50
Grants, NM 87020

ITEM	UNITS	DESCRIPTION	GL ACCT #	VENDOR PART #	PRICE	AMOUNT
1	1	Ram 1500 SSV	651-085-460-10105	Item 6	37,132.00	37,132.00
2	1	Bed Liner	651-085-460-10105	Item D	565.00	565.00
3	1	Tow Package	651-085-460-10105	Item AV	495.00	495.00

State Contract No. 00-00000-20-00121

Authorized by: Wendy Self

SUBTOTAL:	38,192.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	38,192.00

It is forbidden for any employee of Cibola County to obtain, purchase, acquire or otherwise contract for any product or service without first having obtained proper authorization in the form of a purchase order or P-Card Authorization form or other document of permission to acquire such product or service prior to such acquisition. Violators may be subject to sanctions as determined by the Cibola County Commission and the Cibola County Manager. CIBOLA COUNTY IS NOT RESPONSIBLE FOR ANY PURCHASES MADE WITHOUT PRIOR APPROVAL.

REQUISITION ORDER

DATE :	DEPARTMENT:		Quote Obtained By:	
October 11, 2022	Manager		Judy Horacek	
	QUOTE #1	QUOTE #2		QUOTE #3
VENDOR NAME:	Melloy Dodge			
CONTACT NAME:				
PHONE:	505-922-2557			
FAX:	505-922-2580			

NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Ram 1500 SSV - Item 6	37132.00	37,132.00		-		-
			-		-		-
1	Bed Liner - Item D	565.00	565.00		-		-
			-		-		-
1	Tow Package - Item AV	495.00	495.00		-		-
			-		-		-
			-		-		-
			-

BID/QUOTE

2022 Ram 1500 SSV

State contract 00-00000-20-00121

Item 6	**Ram 1500 SSV**	**$37,132.00**
Item D	**Bed liner**	**$565.00**
Item AV	**Tow Package**	**$495.00**
	Ram 1500 SSV Total	**$38,192.00**

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

DocuSign Envelope ID: D1089E1B-629A-4CB3-8D0D-891705980793

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
2 Vendors

Number: **00-00000-20-00121**

Amendment No.: **Five**

Term: **November 13, 2020 – November 12, 2022**

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

Invoice:
As Requested

Procurement Specialist: **Tami Concha** JC

Telephone No.: **(505) 660-3671**

Email: **Tami.Concha@state.nm.us**

Title: **Police Pursuit**

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:

Base Price Increases for Vendors (AA) Albuquerque Motor Company dba Melloy Dodge and (AF) MJLL, Inc dba Melloy Chrysler-Jeep-Dodge-RAM, see page 2 for detail.

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

Accepted for the State of New Mexico

Valerie Paulk

Acting New Mexico State Purchasing Agent

Date: 9/20/2022

MM

DocuSign Envelope ID: D1089E1B-629A-4CB3-8D0D-891705980793

(AA) Albuquerque Motor Company dba Melloy Dodge

Item	Article and Description	Current Price	New Price
3	DODGE CHARGER AWD	$34,323.00	$38,318.00
4	DODGE DURANGO	$37,231.00	$41,808.00
6	RAM 1500 SSV	$37,132.00	$42,388.00
7	RAM 1500 DT	$43,503.00	$44,476.00
8	RAM 2500	$45,972.00	$49,632.00
9	RAM 3500	$47,900.00	$51,937.00
10	RAM 3500 C/C	$44,735.00	$49,139.00
11	RAM 4500 C/C	$58,059.00	$62,199.00
12	RAM 5500 C/C	$58,727.00	$62,884.00

(AF) MJLL, Inc dba Melloy Chrysler-Jeep-Dodge-RAM

Item	Article and Description	Current Price	New Price
3	DODGE CHARGER AWD	$34,253.00	$38,148.00
4	DODGE DURANGO	$37,271.00	$41,748.00
6	RAM 1500 SSV	$41,631.00	$42,350.00
7	RAM 1500 DT	$42,198.00	$43,424.00
8	RAM 2500	$46,045.00	$49,505.00
9	RAM 3500	$47,832.00	$51,669.00
10	RAM 3500 Cab/Chassis	$44,814.00	$49,018.00
11	RAM 4500 Cab/Chassis	$57,995.00	$62,855.00
12	RAM 5500 Cab/Chassis	$58,796.00	$62,800.00

DocuSign

Certificate Of Completion

Envelope Id: D1089E1B629A4CB38D0D891705980793
Subject: Please DocuSign: 00-00000-20-00121 Police Pursuit A005
Source Envelope:
Document Pages: 2
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Signatures: 1
Initials: 2

Status: Completed

Envelope Originator:
Tami Concha
13 Bataan Blvd
Santa Fe, NM 87508
tami.concha@state.nm.us
IP Address: 174.56.109.88

Record Tracking

Status: Original
9/20/2022 9:33:28 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Tami Concha
tami.concha@state.nm.us
Pool: StateLocal
Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez natalie.martinez1@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	NM Signature Adoption: Pre-selected Style Using IP Address: 173.187.22.247	Sent: 9/20/2022 9:35:04 AM Viewed: 9/20/2022 12:27:22 PM Signed: 9/20/2022 12:27:27 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tami Concha tami.concha@state.nm.us Procurement Officer-A New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	TC Signature Adoption: Pre-selected Style Using IP Address: 174.56.109.88	Sent: 9/20/2022 12:27:28 PM Viewed: 9/20/2022 12:33:55 PM Signed: 9/20/2022 12:34:18 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk Valerie.Paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/20/2022 12:34:20 PM Viewed: 9/20/2022 12:37:40 PM Signed: 9/20/2022 12:38:11 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**

Carbon Copy Events	Status	Timestamp
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	9/20/2022 9:35:04 AM
Certified Delivered	Security Checked	9/20/2022 12:37:40 PM
Signing Complete	Security Checked	9/20/2022 12:38:11 PM
Completed	Security Checked	9/20/2022 12:38:11 PM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

DocuSign Envelope ID: FE86248D-6578-47FE-80B0-71F8AEF9BA67

(AF) MJLL, Inc. dba Melloy Chrysler-Jeep-Dodge-RAM

Item	Option	Article and Description	Current Price	New Price
2		DODGE CHARGER RWD	$25,821.00	$35,910.00
	N)	Marked Package	$24,800.00	$31,000.00
	V)	Unmarked Package	$16,500.00	$20,625.00
3		DODGE CHARGER AWD	$27,763.00	$34,253.00
	N)	Marked Package	$24,800.00	$31,000.00
	V)	Unmarked Package	$16,500.00	$20,625.00
4		DODGE DURANGO	$33,395.00	$37,271.00
	N)	Marked Package	$24,500.00	$30,625.00
	O)	Marked K9	$22,000.00	$27,500.00
	AA)	Unmarked Package	$16,500.00	$20,625.00
6		RAM 1500 SSV	$28,680.00	$41,631.00
	G)	Cab, Extended	($2,800.00)	($285.00)
	Z)	Marked Package	$24,500.00	$30,625.00
	AA)	Marked K9	$22,750.00	$28,438.00
	AX)	Unmarked Package	$10,800.00	$13,500.00
7		RAM 1500 Classic	$29,610.00	$42,198.00
	Z)	Marked Package	$24,500.00	$30,625.00
	AA)	Marked K9	$22,750.00	$28,438.00
	AX)	Unmarked Package	$10,800.00	$13,500.00
8		RAM 2500	$30,485.00	$46,045.00
	AZ)	8' Snow plow	$6,588.00	$7,905.00
	BC)	Utility Body	$6,539.00	$7,846.00
	BG)	8' Platform Body	$3,415.00	$4,098.00
9		RAM 3500	$32,744.00	$47,832.00
	AZ)	8' Snow plow	$6,588.00	$7,905.00
	BC)	Utility Body	$6,539.00	$7,846.00
	BG)	8' Platform Body	$3,415.00	$4,098.00
10		RAM 3500 Cab/Chassis	$31,585.00	$44,814.00
	AG)	Winch, 12K lbs	$2,625.00	$3,150.00
	AR)	Snowplow 8'	$6,588.00	$7,905.00
	AU)	Utility Body	$6,539.00	$7,846.00
	AV)	Ladder Rack	$1,485.00	$1,782.00
	AY)	8' Platform Body	$3,415.00	$4,098.00
11		RAM 4500 Cab/Chassis	$45,464.00	$57,995.00
	AU)	84" Utility Body	$10,898.00	$13,077.00
	AX)	11' Platform Body	$4,600.00	$5,520.00
12		RAM 5500 Cab/Chassis	$46,452.00	$58,796.00
	AU)	84" Utility Body	$10,898.00	$13,077.00
	AX)	11' Platform Body	$4,600.00	$5,520.00

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **00-00000-20-00121**

Item 6: (AF) MJLL, Inc. dba Melloy Chrysler-Jeep-Dodge-RAM
Truck, Half Ton, Crew Cab, Short Wheel Base, Four Wheel Drive, SSV (Primary)

Engine:
Shall have a minimum of three hundred and fifty (350) horsepower and three hundred and eighty (380) pound/feet of torque.

Wheel Base:
Must be no less than one hundred and twenty-five (125) inches.

Make Offered..... **RAM**

Model Offered..... **1500 SSV CREW CAB 4WD**

Engine Offered..... **5.7L V8 HEMI**

HP / Torque..... **395** / **410**

Base Price per Unit..... $ **28,680.00**

Bid as Options:

A)	Bed Cover, Hard, Single Piece	Add:	$1,410.00
B)	Bed Cover, Hard, Tri-Fold	Add:	$1,100.00
C)	Bed Liner, Black, Drop-In	Add:	$320.00
D)	Bed Liner, Black, Spray-On	Add:	$595.00
E)	Bed, Long	Add:	
F)	Bed, Delete	Deduct:	N/A
G)	Cab, Extended	Deduct:	$2,800.00
H)	Cab, Regular	Deduct:	N/A
I)	Chrome Appearance Package	Add:	$995.00
J)	Dark Car Feature Delete	Deduct:	N/A
K)	Dual Battery	Add:	N/A
L)	Engine, Other:	Add:	
M)	Floor Covering, Carpet with Mats, Front Only	Add:	$230.00
N)	Floor Covering, Carpet with Mats, Front and Rear	Add:	$230.00
O)	Floor Covering, Rubber Mat Front and Rear	Add:	$230.00
P)	Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	N/A
Q)	Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Add:	N/A
R)	Gooseneck Hitch, 26,000 lbs. with 7-Way Plug and Brake Controller	Add:	$1,100.00
S)	Grill Guard	Add:	$1,300.00
T)	Heavy Duty Louvered Headache Rack	Add:	$800.00
U)	Heavy Duty Payload Package	Add:	$780.00
V)	Interior Upgrade Package	Add:	N/A
W)	Light Bar, Roof Width, 15 LED, Mounting Location to be determined by User	Add:	$1,895.00
X)	Lockable Gas Cap and/or Door	Add:	N/A

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **00-00000-20-00121**

Item 6 (AF) Options Continued:

Y)	Locking Rear Differential	Add:	STD
Z)	Marked Police Package	Add:	$24,500.00
AA)	Marked Police K-9 Package	Add:	$22,750.00
AB)	Mirrors, Trailer Tow, Power	Add:	$245.00
AC)	Off Road Package	Add:	$840.00
AD)	Police Wiring Harness	Add:	$1,050.00
AE)	Power Adjustable Pedals	Add:	$125.00
AF)	Power Outlet 110V	Add:	$100.00
AG)	Pursuit Rated	Add:	N/A
AH)	Rear Sliding Window	Add:	N/A
AI)	Rear Window Defroster	Add:	$195.00
AJ)	Remote Keyless Entry and Starting (If Available)	Add:	$450.00
AK)	Running Boards	Add:	$900.00
AL)	Side Bed Cargo Box	Add:	$1,350.00
AM)	Skid Plates	Add:	$395.00
AN)	Special Service Package, Delete	Add:	N/A
AO)	Spot Light	Add:	$490.00
AP)	Tires, Other:	Add:	
AQ)	Toolbox, Chest Type, Single Lid	Add:	$765.00
AR)	Toolbox, Cross Saddle, Dual Lid	Add:	$980.00
AS)	Toolbox, Cross Saddle, Single Lid	Add:	$980.00
AT)	Trailer Back-Up Assist	Add:	
AU)	Trailer Brakes	Add:	$295.00
AV)	Trailer Tow Package, Less Trailer Brakes	Add:	
AW)	Two Wheel Drive In Lieu of Four	Deduct:	$3,500.00
AX)	Unmarked Police Package	Add:	$10,800.00
AY)	Winch, Electric, 8,000 lbs. Capacity	Add:	$2,150.00
AZ)	Window Tint, Darker than MFG Standard	Add:	$325.00
BA)	Delivery – per mile	Add:	$2.00
BB)	Protection Group	Add:	$595.00

Cibola County, NM

Detail vs Budget Report
Account Summary
Date Range: 07/01/2022 - 10/11/2022

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
401 - GENERAL FUND								
Expense								
401-005-408-00011	Vehicle Expense	7,039.74	50,000.00	0.00	5,017.49	5,017.49	37,942.77	75.89 %
	Expense Totals:	**7,039.74**	**50,000.00**	**0.00**	**5,017.49**	**5,017.49**	**37,942.77**	**75.89 %**
	401 - GENERAL FUND Totals:	**7,039.74**	**50,000.00**	**0.00**	**5,017.49**	**5,017.49**	**37,942.77**	**75.89 %**
	Report Total:	**7,039.74**	**50,000.00**	**0.00**	**5,017.49**	**5,017.49**	**37,942.77**	**75.89 %**

CIBOLA COUNTY

NEW MEXICO · EST. 1981

10g. (b).

Requisitions Over $20,000

Advanced Environment Sol./Parking Lots County Complex/Road/BWV Fire Dept./Manager's Dept./$780,122.65

REQUISITION ORDER

DATE :	DEPARTMENT:	QUOTE OBTAINED BY:
10.14.2022	MMGR.	JUDY

	QUOTE #1	QUOTE #2	QUOTE #3
VENDOR NAME:	Advanced Environmental		
CONTACT NAME:	Robert Chavez		
PHONE:	505-450-8879 (m)		
FAX:			

NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Cibola County Parking Lot-700 E. Roosevelt Ave	701203.55	701,203.55		-		-
1	Road Dept. Parking Lot-1129 Motel Dr, Milan	7292.30	7,292.30		-		-
1	Bluewater Village Fire Station-7 Pinon St, BWV	14018.75	14,018.75		-		-
			-		-		-
			-		-		-
			-		-		-
	City of Grants Tax Rate 8%-56096.28		-		-		-
	Milan Tax Rate 7.8750%-574.27		-		-		-
	Unincorp. Rates 6.6875% -937.50		-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
	Fund Number is Capital Outlay Manager's Office		-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
SUBTOTAL FOR SELECTED ITEMS			722,514.60		-		-
TOTAL LABOR/ SERVICE COSTS					-		-
TOTAL GROSS RECEIPTS TAX			57,608.05				-
TOTAL SHIPPING/ FREIGHT COSTS			-		-		-
GRAND TOTAL			780,122.65		-		-

VENDOR	Advanced Environmental	REASON SELECTED	STATE CONTRACT
		CONTRACT/BID/RFP #	00-00000-20-00110_00-00000-20-00110
ADDRESS	2318 Roldan Drive	ESTIMATED DELIVERY	Gen. Constrcution Services 0623 A005
	Belen, NM 87002	PURCHASE ORDER #	

PURCHASING AGENT ENDORSEMENT	CERTIFICATION		FUND NAME & LINE ITEM #	AMOUNT
	With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	If all three signatures are not obtained the purchase cannot move forward	401-004-402-00028	$780,122.65
		DEPARTMENT HEAD SIGNATURE	DESIGNEE SIGNATURE	FINANCE SIGNATURE

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

ADVANCED ENVIRONMENTAL SOLUTIONS
Expertise, Dedication, Responsiveness

2318 Roldan Drive
Belen, NM 87002

QUOTE

Date	10/13/2022
Estimate #	221012RC

Name / Address

Cibola County
Judy Horacek
700 E. Roosevelt Ave., Ste. 50
Grants, NM 87020

Project

Qty	Description	Rate	Total
	Job Location: Cibola County Offices THIRTEENTH JUDICIAL DISTRICT COURT - COURTHOUSE SCOPE OF WORK: Remove {2,593} square yards of asphalt at south east corner building , regrade roll and compact. Pave {2,593} square yards with three inches of asphalt, roll and compact. Mill {3,458} square feet to create a smooth transition after overlay. Clean {41,429} square yards of parking lot and spray tack coat. Pave {41,429} square yards with {1 1/2} inches of SP4 , roll and compact. Stripe as per existing.		
2,593	Removal: As per square yard	4.80	12,446.40T
2,593	3" Asphalt Paving: As per square yard	27.75	71,955.75T
3,458	Asphalt Millings: As per square feet	1.10	3,803.80T
41,429	Tack Coat: As per square yard	0.80	33,143.20T
41,429	1.5" SP44 Asphalt Paving: As per square yard	13.60	563,434.40T
1	Striping: As per lump sum	10,920.00	10,920.00T
40	Project Manager/Superintendent - Regular Time	90.00	3,600.00T
5	Truck - Heavy Duty	180.00	900.00T
1,000	Mileage - Heavy Duty Truck	1.00	1,000.00T

Thank you for the opportunity to earn your trust & business. We look forward to working with you.

Subtotal	$701,203.55
NM GRT (8.0%)	$56,096.28
Total	$757,299.83

ADVANCED ENVIRONMENTAL SOLUTIONS
Expertise, Dedication, Responsiveness

2318 Roldan Drive
Belen, NM 87002

QUOTE

Date	10/13/2022
Estimate #	221015RC

Name / Address
Cibola County Judy Horacek 700 E. Roosevelt Ave., Ste. 50 Grants, NM 87020

Project

Qty	Description	Rate	Total
	Job Location: Maintenance Office CIBOLA COUNTY MAINTENANCE OFFICE SCOPE OF WORK: Clean {2,662} square yards of parking lot and spray seal coat. Stripe as per existing.		
2,662	Seal Coat: As per square yard	1.65	4,392.30T
1	Striping: As per lump sum	1,800.00	1,800.00T
8	Project Manager/Superintendent - Regular Time	90.00	720.00T
1	Truck - Heavy Duty	180.00	180.00T
200	Mileage - Heavy Duty Truck	1.00	200.00T

Thank you for the opportunity to earn your trust & business. We look forward to working with you.

Subtotal	$7,292.30
NM GRT (7.875%)	$574.27
Total	$7,866.57

ADVANCED ENVIRONMENTAL SOLUTIONS
Expertise, Dedication, Responsiveness

2318 Roldan Drive
Belen, NM 87002

QUOTE

Date	10/13/2022
Estimate #	221011RC

Name / Address
Cibola County Judy Horacek 700 E. Roosevelt Ave., Ste. 50 Grants, NM 87020

Project

Qty	Description	Rate	Total
	Job Location: Bluewater Fire Station SCOPE OF WORK: Grade {325} square yards of existing subgrade, roll and compact. Pave {325} square yards with three inches of SP4 asphalt, roll and compact.		
325	Grading: As per square yard	2.75	893.75T
325	3" Asphalt Paving: As per square yard	37.00	12,025.00T
8	Project Manager/Superintendent - Regular Time	90.00	720.00T
1	Truck - Heavy Duty	180.00	180.00T
200	Mileage - Heavy Duty Truck	1.00	200.00T

Thank you for the opportunity to earn your trust & business. We look forward to working with you.

Subtotal	$14,018.75
NM GRT (6.6875%)	$937.50
Total	$14,956.25

Cibola County, NM

Detail vs Budget Report
Account Summary
Date Range: 07/01/2022 - 10/14/2022

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
401 - GENERAL FUND								
Expense								
401-004-402-00028	Capital Outlay	0.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00	100.00 %
401-005-408-00011	Vehicle Expense	9,201.44	50,000.00	0.00	5,017.49	5,017.49	35,781.07	71.56 %
Expense Totals:		**9,201.44**	**1,550,000.00**	**0.00**	**5,017.49**	**5,017.49**	**1,535,781.07**	**99.08 %**
401 - GENERAL FUND Totals:		**9,201.44**	**1,550,000.00**	**0.00**	**5,017.49**	**5,017.49**	**1,535,781.07**	**99.08 %**
Report Total:		**9,201.44**	**1,550,000.00**	**0.00**	**5,017.49**	**5,017.49**	**1,535,781.07**	**99.08 %**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Advanced Environmental Solutions, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2318 Roldan Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Belen, NM 87002

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	5	–	0	4	6	8	4	2	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 4/8/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*



10g. (c).

Requisitions Over $20,000

Advanced Environment Sol./Hospital Parking Lot/ Capital Outlay and Manager's Dept/

$210,521.38

REQUISITION ORDER

	DATE :	DEPARTMENT:	QUOTE OBTAINED BY:
CIBOLA COUNTY NEW MEXICO · EST. 1981	10.14.2022	MMGR.	JUDY

	QUOTE #1	QUOTE #2	QUOTE #3
VENDOR NAME:	Advanced Environmental		
CONTACT NAME:	Robert Chavez		
PHONE:	505-450-8879 (m)		
FAX:			

NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Cibola General Hospital Parking Lot	194927.20	194,927.20		-		-
0		0.00	-		-		-
0		0.00	-		-		-
			-		-		-
			-		-		-
			-		-		-
	City of Grants Tax Rate 8%-$15594.18		-		-		-
			-		-		-
	FY21 Capital Outlay GA # 21-F2696 -$200,000		-		-		-
	REV# 651-75-300-10105		-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
	SUBTOTAL FOR SELECTED ITEMS		194,927.20		-		-
	TOTAL LABOR/ SERVICE COSTS				-		-
	TOTAL GROSS RECEIPTS TAX		15,594.18				-
	TOTAL SHIPPING/ FREIGHT COSTS		-		-		-
	GRAND TOTAL		210,521.38		-		-

VENDOR	Advanced Environmental	REASON SELECTED	STATE CONTRACT ⇦
		CONTRACT/BID/RFP #	00-00000-20-00110_00-00000-20-00110
ADDRESS	2318 Roldan Drive	ESTIMATED DELIVERY	Gen. Constrcution Services 0623 A005
	Belen, NM 87002	PURCHASE ORDER #	

PURCHASING AGENT ENDORSEMENT	CERTIFICATION		FUND NAME & LINE ITEM #	AMOUNT
	With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	If all three signatures are not obtained the purchase cannot move forward	651-085-460-00107	$200,000.00
			401-004-402-00028	10,521.38
		DEPARTMENT HEAD SIGNATURE	DESIGNEE SIGNATURE	FINANCE SIGNATURE

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

ADVANCED ENVIRONMENTAL SOLUTIONS

Expertise, Dedication, Responsiveness

2318 Roldan Drive
Belen, NM 87002

QUOTE

Date	10/13/2022
Estimate #	221013RC

Name / Address
Cibola County Judy Horacek 700 E. Roosevelt Ave., Ste. 50 Grants, NM 87020

Project

Qty	Description	Rate	Total
	Job Location: Cibola County General Hospital CIBOLA GENERAL HOSPITAL SCOPE OF WORK: Dispose of {60} bumpers. Mill out {1,260} square feet to create a smooth transition after overlay. Clean {11,648} square yards of parking lot and spray with tack coat. Pave {11,648} square yards of parking lot with SP4 {}{1 1/2} inches thick, roll and compact. Place {60} bumpers and stripe as per existing.		
1	Bumper Block Disposal: As per lump sum	750.00	750.00T
1,260	Asphalt Millings: As per square feet	1.10	1,386.00T
11,648	Tack Coat: As per square yard	0.80	9,318.40T
11,648	1.5" SP44 Asphalt Paving: As per square yard	13.60	158,412.80T
1	Bumper Block: As per lump sum	9,000.00	9,000.00T
1	Striping: As per lump sum	10,560.00	10,560.00T
40	Project Manager/Superintendent - Regular Time	90.00	3,600.00T
5	Truck - Heavy Duty	180.00	900.00T
1,000	Mileage - Heavy Duty Truck	1.00	1,000.00T

Thank you for the opportunity to earn your trust & business. We look forward to working with you.

Subtotal	$194,927.20
NM GRT (8.0%)	$15,594.18
Total	**$210,521.38**

Cibola County, NM

Detail vs Budget Report
Account Summary
Date Range: 07/01/2022 - 10/14/2022

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
401 - GENERAL FUND								
Expense								
401-004-402-00028	Capital Outlay	0.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00	100.00 %
401-005-408-00011	Vehicle Expense	9,201.44	50,000.00	0.00	5,017.49	5,017.49	35,781.07	71.56 %
	Expense Totals:	**9,201.44**	**1,550,000.00**	**0.00**	**5,017.49**	**5,017.49**	**1,535,781.07**	**99.08 %**
	401 - GENERAL FUND Totals:	**9,201.44**	**1,550,000.00**	**0.00**	**5,017.49**	**5,017.49**	**1,535,781.07**	**99.08 %**
	Report Total:	**9,201.44**	**1,550,000.00**	**0.00**	**5,017.49**	**5,017.49**	**1,535,781.07**	**99.08 %**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Advanced Environmental Solutions, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2318 Roldan Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Belen, NM 87002

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	5	–	0	4	6	8	4	2	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ _____ **Date** ▶ 4/8/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CIBOLA COUNTY

NEW MEXICO · EST. 1981

10g. (d).

Requisitions Over $20,000

Summit Fire & Security/Security Camera's/ Road/$22,166.26

SUMMIT FIRE & SECURITY

SUMMIT FIRE & SECURITY

Customer: Cibola County - Roads Department
1129 Motel Dr
Milan, NM 87021

Estimator:

Phone# 505-285-2570
Fax#

Date: 8/9/2022

Bid# WIHA01220139P
State Contract # 00-00000-20-00093AP
APS Scope #

Project: *CCTV Additions*

Qty:	Manufacture	Part#	Video Surveillance Head End #1050-04	MSRP	MSRP % Discount	Unit Cost After Discount	Extended
5	Hanwha	WAVE-PRO-01	WAVE IP Camera License	$165.00	20.00%	$132.00	$660.00
Qty:	**Manufacture**	**Part#**	**Video Surveillance Trim Out #1050-03**	**MSRP**	**MSRP % Discount**	**Unit Cost After Discount**	**Extended**
3	Hanwha	PNM-9085RQZ	4 Sensor 20MP 360 Degree Outdoor Camera	$3,800.00	20.00%	$3,040.00	$9,120.00
2	Hanwha	QND-8010R	5MP Day Night Dome Camera	$370.00	20.00%	$296.00	$592.00
1	DITEK	DTK-WM4NETS	4 Channel PoE Surge Protector	$217.00	20.00%	$173.60	$173.60
3	Hanwha	SBP-317HMW	Hanging Cap PNM-9085RQZ	$75.00	20.00%	$60.00	$180.00
3	Hanwha	SBP-390WMW2	Mounitng Arm	$215.00	20.00%	$172.00	$516.00
3	Hanwha	SBP-300KMW1	Outside Corner Mount Bracket	$79.00	20.00%	$63.20	$189.60
2	Hanwha	SBP-300HMW7	Hanging Cap QND-8010R	$49.00	20.00%	$39.20	$78.40
2	Hanwha	SBP-300WMW1	Mounting Arm	$79.00	20.00%	$63.20	$126.40
2	Hanwha	SBP-300BW	Mounitng Bracket Wall	$89.00	20.00%	$71.20	$142.40
Qty:	**Manufacture**	**Part#**	**Video Surveillance Cabling #1050-02**	**MSRP**	**MSRP % Discount**	**Unit Cost After Discount**	**Extended**
2.00	CommScope	6P4P24-BL-P-CMS-TPCE	1000ft CAT6 Blue Plenum	$552.20	20.00%	$441.76	$883.52
8.00	CommScope	UNJ600-BL	Blue CAT6 Jack	$12.84	20.00%	$10.27	$82.16
13.00	CommScope	UNC6-BL-7F	7ft CAT 6 Patch Cable Blue	$17.18	20.00%	$13.74	$178.62
5.00	CommScope	107984015	Single Port Surface Mount Data Module	$5.00	20.00%	$4.00	$20.00
Qty:	**Manufacture**	**Part#**	**Video Surveillance Rough In #1050-01**	**MSRP**	**MSRP % Discount**	**Unit Cost After Discount**	**Extended**
1	Lot	Misc	Hardware, Fastening, Cable Manager, Sleeves	$250.00		$250.00	$250.00
Qty:	**Manufacture**	**Part#**	**Video Surveillance Prog/Test/Comm #1050-05**	**MSRP**	**MSRP % Discount**	**Unit Cost After Discount**	**Extended**
1	SUMMIT	deo Surveillance Programmi	Programming Labor				
1	SUMMIT	Video Surveillance Testing	Testing Labor				
1	SUMMIT	eo Surveillance Commissior	Commissioning Labor				
Qty:	**Vendor**	**Cost Code**	**Labor**			**Unit**	**Extended**
6	SUMMIT	PM LBR	Project Manager Labor normal business hours			$115.00	$690.00

38	SUMMIT	JRNYMAN LBR	Journeyman Labor normal business hours	$102.40	$3,891.20
26	SUMMIT	LABORER LBR	Laborer/Apprentice Labor normal business hours	$73.15	$1,901.90
19	SUMMIT	ADMIN LBR	Admin Labor normal business hours	$43.41	$824.79

Misc Material/Sub Contracts:		**$0.00**
Video Surveillance Rough In Material	**1050-01**	**$250.00**
Video Surveillance Cabling Material	**1050-02**	**$1,164.30**
Video Surveillance Trim Out Material	**1050-03**	**$11,118.40**
Video Surveillance Head end Material	**1050-04**	**$660.00**
Video Surveillance Pgm/Test/Comm Material	**1050-05**	**$0.00**
Material Sub-Total:		**$13,192.70**
Labor Sub-Total:		**$7,307.89**
Sub-Total Labor & Material:		**$20,500.59**
Tax Rate:	8.1250%	**$1,665.67**
Sub-Total Labor, Material & Tax:		**$22,166.26**
Bond if Applicable:		**$0.00**
Total Project Estimate:		**$22,166.26**

SUMMIT FIRE & SECURITY

Sound&SignalSystems of NEW MEXICO, Inc.

Date of Proposal: August 9, 2022

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

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

Regarding: County Roads Building (1129 Motel Dr, Milan NM 87021)

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.

CCTV (WIHA01220139P):

Pricing is provided to supply and install the following scope items for the CCTV solution at this site:

- Provide and install three (3) Hanwha 20MP PNM-9085RQZ 360-degree outdoor IR cameras on exterior per attached layout
  - Provide required mounting hardware
  - Provide required network cabling back to customer provided switches and patch panels
  - Provide a surge protector for each exterior PoE camera.
- Provide and install two (2) Hanwha QND-8010R 5MP Indoor IR dome cameras inside the South shop.
  - Provide required mounting and hardware
  - Provide required network cabling back to customer provided switches and patch panels
- Provide five (5) WAVE camera licenses to add to existing WAVE VMS system.
- Network link between sites and network configuration back to main VMS server provided by customer.

EXCLUSIONS

- All required power
- All network electronics, WAP's, Switch Gear, UPS, Routers, Gateways, Firewalls, etc.
- WAN or Site Fiberoptics, copper, etc.
- All equipment cabinets, cabinet grounding buss, hardware, vertical managers
- After-hours or weekend labor

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

CCTV (Before Tax and Bond)	$20,500.59
Tax Cibola County (8.1250%)	**$1,665.67**

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 10/9/2022. 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, however, 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.

Motel Dr
Motel Dr
Cibola Coun
Road Departmen

DocuSign Envelope ID: 5BC80EF0-E406-4EAE-8975-7BAEC90EE405

State of New Mexico
General Services Department
Purchasing Division

Commodity I.D. 61560

Statewide Price Agreement Amendment

Awarded Vendor: **6 Vendors** **Email:** **Telephone No.**

Number: **10-00000-21-00082**

Amendment No.: **Four**

Term: **March 18, 2021 – March 17, 2023**

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**

Procurement Specialist: **Yuliastuti Wulandari** YW

Telephone No.: **505-469-2248**

Email: **Yuliastuti.Wulandari@state.nm.us**

Title: **Office Supplies, Paper, and Sustainable Paper**

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:

a. **Correct the Term on Amendment No. 3 to reflect the correct expiration date of March 17, 2023.**
b. **Amend clause 2.1 Acceptable Brands and Products to read as follows:**
The State is willing to consider product lines listed within the Bidders Catalog, with the exception to the restricted items listed in **2.3 Restrictions.**

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

Accepted for the State of New Mexico

Valerie Paulk

Mark Hayden, New Mexico State Purchasing Agent

Date: 3/17/2022

x **This Agreement was signed on behalf of the State Purchasing Agent**

MM

DocuSign

Certificate Of Completion

Envelope Id: 5BC80EF0E4064EAE89757BAEC90EE405
Subject: 10-00000-21-00082 A004 Office Supplies, Paper and Sustainable Paper
Source Envelope:
Document Pages: 1
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Signatures: 1
Initials: 2

Status: Completed

Envelope Originator:
Yuliastuti Wulandari
13 Bataan Blvd
Santa Fe, NM 87508
Yuliastuti.Wulandari@state.nm.us
IP Address: 174.205.103.42

Record Tracking

Status: Original
3/17/2022 10:23:32 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Yuliastuti Wulandari
Yuliastuti.Wulandari@state.nm.us
Pool: StateLocal
Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez Natalie.Martinez1@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	NM Signature Adoption: Pre-selected Style Using IP Address: 207.155.51.248	Sent: 3/17/2022 10:30:16 AM Viewed: 3/17/2022 10:42:00 AM Signed: 3/17/2022 10:42:07 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Yuliastuti Wulandari yuliastuti.wulandari@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	yw Signature Adoption: Pre-selected Style Using IP Address: 174.205.103.42	Sent: 3/17/2022 10:42:08 AM Viewed: 3/17/2022 10:46:05 AM Signed: 3/17/2022 10:46:16 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 174.205.176.171 Signed using mobile	Sent: 3/17/2022 10:46:18 AM Viewed: 3/17/2022 11:19:38 AM Signed: 3/17/2022 11:20:09 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**

Carbon Copy Events	Status	Timestamp
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	3/17/2022 10:30:16 AM
Certified Delivered	Security Checked	3/17/2022 11:19:38 AM
Signing Complete	Security Checked	3/17/2022 11:20:09 AM
Completed	Security Checked	3/17/2022 11:20:09 AM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 4/14/2020 1:18:28 PM
Parties agreed to: Valerie Paulk

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

DocuSign Envelope ID: 1253E7AF-3503-4FAA-919A-4775FE2B5BE4

Awarded Vendors Continued:

(AF) 0000045531
Staples Contract & Commercial LLC
PO Box 660409
Dallas, TX 75266-0409
Nicole Ortiz: (505) 400-6580
Customer service team: (800) 574-7477
Nicole.Ortiz@Staples.com
support_ct@staples.com

Payment Terms: Net 30 Days
Delivery: Next-Business-Day (for in-stock items) FOB Destination. The cut-off time for next-business-day deliveries is 4:00 pm local time. We strive to fulfill 99% of the items of the State of New Mexico's essential office supply list on the next business day.

(AG) 0000053028
Workspace Dynamics
4711 Lomas Blvd. NE
Albuquerque, NM 87110
505-254-2000
lcarlson@wsdnm.com

Payment Terms: Net 30
Delivery: 4711 Lomas Blvd. NE, Albuquerque NM 87110

CIBOLA COUNTY

NEW MEXICO · EST. 1981

10g. (e).

Requisitions Over $20,000

WSP/Engineering and Constr. Mmgt Serv.-CR-5/
NMDOT TPF Fund

$408,513.20

REQUISITION ORDER

DATE :	DEPARTMENT:	QUOTE OBTAINED BY:
10.18.2022	MMGR.	JUDY

	QUOTE #1	QUOTE #2	QUOTE #3
VENDOR NAME:	WSP		
CONTACT NAME:	Ray Trujillo, PE		
PHONE:	505 208 3812		
FAX:			

NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Phase II-CR-5 Bridge Replacement	342028.33	342,028.33		-		-
1	Phase III-Construction Management	35133.31	35,133.31		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
	NMDOT TPF Grant Contract # D19533		-		-		-
	Vendor # 0000047859, Control # HW2LP60032		-		-		-
	$1.9M-NMDOT $100,000-MATCH		-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-

SUBTOTAL FOR SELECTED ITEMS		377,161.64		-	-
TOTAL LABOR/ SERVICE COSTS				-	-
TOTAL GROSS RECEIPTS TAX		31,351.56			-
TOTAL SHIPPING/ FREIGHT COSTS		-		-	-
GRAND TOTAL		408,513.20		-	-

VENDOR	WSP	REASON SELECTED	EMERGENCY
		CONTRACT/BID/RFP #	
ADDRESS	150 Washington Ave., STE 201, RM 232	ESTIMATED DELIVERY	
	Santa Fe, New Mexico 87501	PURCHASE ORDER #	

PURCHASING AGENT ENDORSEMENT	CERTIFICATION		FUND NAME & LINE ITEM #	AMOUNT
	With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	If all three signatures are not obtained the purchase cannot move forward	648-201-461-00119 - Engineering	$388,087.54
			648-201-461-00117 - Match	20425.66
		DEPARTMENT HEAD SIGNATURE	DESIGNEE SIGNATURE	FINANCE SIGNATURE
			Judy Horacek	

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

Cibola County Road 5 over Seboyeta Creek – Bridge Replacement Project Phase II Final Design & Phase III Construction Management

This project will replace the County Road 5 Bridge over Seboyeta Creek in Molino, NM. WSP, hereinto referred to as the "Engineer" shall develop Phase II Final Design plans for roadway and drainage improvements along with embankment and scour protection for the new bridge, traffic control during construction, and permanent signing and striping. The roadway and pavement design will be based on full roadway reconstruction 500 feet to each side of the new bridge. The Engineer will provide Phase III Construction Management during construction. All design and construction activities by the Engineer will follow New Mexico Department of Transportation (NMDOT) and Federal Highway Administration (FHWA) standards and specifications.

CIBOLA COUNTY PROVIDED ITEMS

Cibola County shall provide the below items to the Engineer, as applicable. However, Cibola County may choose to have the Engineer perform all or part of these services. If any of the services listed below are required from the Engineer, an amendment to the Contract will be required.

- A Project Development Engineer (PDE) to serve as an engineering liaison for the project.
- Survey Control Maps for construction plans (Colliers Engineering & Design (Colliers) will develop Survey Control Maps under separate contract w/Cibola County).
- Location surveys for drainage areas (Colliers will develop surveys under separate contract w/ Cibola County)
- Review and approval of Environmental Commitments.
- All Geotechnical field investigations and testing (WSP will perform field investigations and testing under separate contract w/Cibola County).
- Review of Preliminary and Final Drainage Reports.
- Review of bridge and roadway plans.
- Geotechnical Report and Foundation Report for the Seboyeta Creek Bridge (WSP will provide under separate contract with Cibola County).
- Preparation of the draft and final versions of the project Contract Book. Any project-specific Special Provisions and Notice to Contractors needed will be the provided by the Engineer to the Cibola County PDE for inclusion in the Contract Book.
- Submittal of Certification letters to the New Mexico Department of Transportation. WSP will prepare Certification letters and provide to the Cibola County PDE to submit to NMDOT. Certification letters will include environmental certification, utility certification, right-of way certification, ITS certification and railroad certification.
- A Project Website and Social Media platforms for distribution of project information to the public.

The tasks included in the Phase II Final Design and Phase III Construction Management for this project are listed below.

Phase II Final Design – Task Listing

1. Project Management & Coordination
2. Public Involvement
3. Review of Final Geotechnical Scoping Report and Final Foundation Reports
4. Pavement Design
5. Preliminary Drainage Report

6. Final Drainage Report
7. Environmental Evaluation and Clean Water Act Permitting
8. Preliminary Field Review (30%)
9. Pre-Final Design (60%)
10. Final Design (90%)
11. Certification Letters
12. PS&E Design (99%)
13. Production Plans (100%)
14. Special Provisions and Notice to Contractors
15. Quality Control
16. Design Data Transmittal

Phase III Construction Management – Task Listing

1. Construction Technical Support Services during Construction

PHASE II – FINAL DESIGN

Task 1 – Project Management & Coordination

WSP will be responsible for the management and coordination of project activities with the Cibola County PDE, and the project team established for this project. WSP will be responsible for:

- Ongoing coordination with the Cibola County PDE.
- Conducting discipline-specific project meetings to discuss design issues that arise. Up to ten (10) meetings are included in this phase. The meetings are expected to be virtual via Microsoft Teams.
- Preparation of meeting summaries within one week of meetings.
- Providing electronic files of project documents/deliverables per NMDOT requirements.
- Requesting approvals and/or concurrence on work completed by WSP.

Meeting preparation and meeting summaries will be performed for each meeting held. Meeting summaries will be distributed electronically.

Deliverables and Work Products

- Pre-meeting preparations and meeting minutes (up to ten (10) included)
- Project status reports, included on monthly invoices

Task 2 – Public Involvement

The project is located in an unincorporated rural community approximately 10 miles north of Interstate 40 and Laguna Pueblo. Based on the rural nature of the area and scope of the project actions, a low level of public involvement is proposed. The Engineer will prepare and distribute mailers or flyers to a targeted group. This will include coordination with Laguna Pueblo to provide public notice of the project and solicit input. Any comments received will be included as attachments to the environmental clearance documentation.

Deliverables and Work Products

- Preparation and electronic distribution of public involvement materials. Up to two (2) mailers/flyers are included.

Task 3 - Review of Final Geotechnical and Foundation Reports (prepared by Others)

Final Geotechnical Scoping Report
The draft Final Geotechnical Report will be reviewed by the Engineer. The Engineer will provide feedback on the draft Final Geotechnical Report so that it may be finalized. The Engineer will utilize the Final Geotechnical Scoping report for development of the roadway plans and embankment details.

Final Foundation Report
The draft Final Foundation Report will be reviewed by the Engineer. The Engineer will provide feedback on the draft Final Foundation Report so that it may be finalized. The Engineer will utilize the Final Foundation Scoping report for development of the bridge plans.

Assumptions
The Geotechnical Engineering & Exploration Section will be completed by WSP under a separate contract with Cibola County.

Deliverables and Work Products

- Comments on draft Final Geotechnical Report
- Comments on draft Final Foundation Report

Task 4 - Pavement Design

WSP will prepare a Pavement Engineering Report for the project. Our report will include the following items:

- Project description
- Summary of proposed improvements and existing conditions
- Discussion of subsurface conditions
- Traffic volume data and Equivalent Single Axle Loading Condition (ESAL)
- Structural Design
- Design parameters
- Asphalt Cement (AC) Design Section
- Performance Grade (PG) Asphalt Binders based on Traffic and Climate Related Data
- Asphalt and Aggregate Surfacing Factors
- Discussion on stabilization
- Discussion on construction specifications and recommendations
- General pavement discussion (including grades and compaction)

Additional pavement engineering support will consist of plan development review, meeting attendance, and miscellaneous support of pavement and materials.

Deliverables and Work Products

- Pavement Engineering Report and project pavement and materials engineering support

Task 5 – Preliminary Drainage Report

The Engineer will prepare a Preliminary Drainage Report. Tasks include the following:

- A HEC-HMS model for CR 5 over Seboyeta Creek watershed will be developed for design discharges of 50-, 100-, and 500-year storm events. Concentration points will be located at key areas of interest. Watersheds will be delineated using available terrain data from the USGS National Elevation Dataset. Input parameters (infiltration losses, routing, etc.) will be developed based on the current guidelines presented in the

Department Drainage Design Manual (July 2018). Peak discharges will be checked against USGS regression equations for reasonableness. No nearby stream gages exist along the Seboyeta Creek.

- The Rational Method will be used to estimate the on-site design discharges for the 50- and 100-year storm events for the roadway drainage components. Input parameters (runoff coefficients, Tc, etc.) will be developed based on the current guidelines presented in the NMDOT Drainage Design Manual (July 2018). Bulking and debris factors will be evaluated for the bridge and culvert hydraulics and will be based on guidance presented in the Department Drainage Manual (July 2018).
- The Engineer will develop a SRH-2D (2-D) model of the Seboyeta Creek. The model will extend 1200 feet upstream and downstream of the proposed bridge location. The 2-D model will use the detailed topographic mapping collected for the model. Rating curves will be developed using normal depth calculations for the upstream and downstream boundary conditions. The Manning's roughness coefficients will be assigned to the mesh based on the information collected during the field reconnaissance coupled with aerial imagery.
- The mesh will include all necessary existing features such as channel, banks, existing roadways and bridge abutments to develop an existing condition model for the proposed bridge. The existing condition 2-D model will be updated with the proposed concepts for the preliminary drainage concept. One road alignment alternative and bridge concept will be evaluated for the proposed condition and used for the subsequent preliminary scour evaluation.
- Rundowns, inlet, and drainage ditch hydraulics will be developed using the FHWA Tool Box and will be performed in accordance with the latest version of the NMDOT's Drainage Design Manual.

The Engineer will provide one (1) electronic (.PDF) copy of the report for review. Upon acceptance, the Engineer will provide one (1) electronic copy of the Preliminary Drainage Report to Cibola County.

Deliverables and Work Products

- Preliminary Drainage Report

Task 6 – Final Drainage Report

The Engineer will prepare a Final Drainage Report based on the Preliminary Drainage Report. Tasks include the following:

- Refine hydraulic modeling of Seboyeta Creek - Proposed condition hydraulic modeling of Seboyeta Creek will be performed using proposed terrain and bridge data. A proposed condition model will be created using the Surface-water Modeling System (SMS) software (version 13.1) for input to the Sediment and River Hydraulics Two-Dimensional (SRH-2D) software (version 3.2.2). The 50-year, 100-year, and 500-year storm events will be modeled to evaluate for Design and Check Flood criteria (50- and 100-year to evaluate hydraulic capacity criteria, and 100- and 500-year to evaluate scour). Design mitigation for scour will be identified for inclusion in the final design plans.

- Refine preliminary hydraulic analysis for the bridge rundowns. Based on the final roadway grade and the Seboyeta Creek Bridge design, the Engineer will evaluate the needs for the rundowns on each corner of the bridge. The design requirements for rundowns on each corner of the bridge will be verified and incorporated into final design.
- Analyze the capacity of existing and proposed ditches and design erosion protection – the Engineer will evaluate the capacity, depth of flow, velocity, and shear stress variables for the existing channels and proposed roadside ditches and, if required, design appropriate erosion protection. The design requirements for roadside ditches will be verified and incorporated into final design.
- Prepare Final Drainage Report – the Engineer will refine the pertinent sections of the Draft Final Drainage Report. The Final Drainage Report will include the latest hydrologic and hydraulic analysis for the bridge, roadside ditches, erosion protection, and bridge scour analysis.

The Engineer will provide one (1) electronic (.PDF) copy of the report for review. Upon acceptance, the Engineer will provide one (1) electronic copy of the Final Drainage Report to Cibola County.

Deliverables and Work Products

- Final Drainage Report
- 2D model for Seboyeta Creek

Task 7 - Environmental Evaluation and Clean Water Act Permitting

Cultural Resources

The Engineer will perform a cultural resources survey to determine the presence of historic or archaeological resources in the project area. Based on an initial review of the project area, the field investigation is expected to encounter one new historic or archaeological site. Any sites found will be assessed for their eligibility for inclusion in the National Register of Historic Properties. Following the survey, the Engineer will prepare a report documenting any identified cultural resources and potential project effects on those recorded resources. A report will be submitted in electronic format (PDF format) for NMDOT and County review.

Biological Resources and Waterways

The Engineer will perform a biological resources reconnaissance survey of the project area to assess the habitat suitability to support protected species. The biological survey will also document bird nests, noxious weeds, vegetative habitat, and wildlife observations. As part of the biological reconnaissance survey, the Engineer will delineate the Ordinary High Water Mark (OHWM) of the Seboyeta Creek within the project area. Identification and mapping of the OHWM will follow the methods outlined in A Field Guide to the Identification of the Ordinary High Water Mark in the Arid West Region of the Western United States: A Delineation Manual. Following the survey, the Engineer will prepare a report documenting the findings. A report will be submitted in electronic format (PDF format) for NMDOT and County review.

Hazardous Materials

The Engineer will perform a hazardous materials record search for the preparation of an Initial Site Assessment (ISA) in accordance with NMDOT Hazardous Material Investigation Bureau requirements. The ISA will document current conditions and assess potential risk for encountering Recognized Environmental Conditions. The Engineer will draft a Determination

Letter on behalf of the County for NMDOT concurrence, which will be submitted in electronic format (PDF format).

National Environmental Policy Act (NEPA) Documentation
As part of obtaining environmental clearances, the Engineer will prepare a NEPA-compliant document. The anticipated level of effort for NEPA documentation and environmental clearance compliance is Categorical Exclusion (CE) that meets the requirements of FHWA Technical Advisory T6640.8A and the current version of the NMDOT TLPA Handbook. The Engineer will prepare a CE checklist, draft and final, for review and approval by NMDOT and the County. Completion of the CE checklist will include generating GIS maps of important environmental features, mailing scoping letters to potentially affected agencies, and compiling supporting environmental resources analysis as attachments. Deliverable will be submitted in electronic format (PDF format).

Clean Water Act Permitting
Work within the drainage channel would require Clean Water Act permitting. The Engineer expects the project will qualify for coverage under Nationwide Permit 14 (Transportation) for Clean Water Act Section 401 and 404 compliances. Submitting a Pre-Construction Notification (PCN) application to the U.S. Army Corps of Engineers (USACE) and a Water Quality Certification (WQC) application to the New Mexico Environment Department (NMED) would be required as a condition of Nationwide Permit 14. The Engineer will prepare PCN and WQC permit packages, including applicable attachments and maps, and submit to the approving agencies (USACE and NMED) on behalf of the County.

Deliverables and Work Products

- Biological Resources Investigation and Report
- Cultural Resources Investigation and Report
- Initial Site Assessment
- Categorical Exclusion
- Clean Water Act 401 Permit and 404 Permit applications

Task 8 – Preliminary Design (30%)

The Engineer will develop Preliminary Design plans (30% completion) for the project. Project plans will be prepared using NMDOT standards for general content and format. The roadway and pavement design will be based on full reconstruction where needed. The plans will follow the Final Design standard minimum plan information from NMDOT's Infrastructure Design Directive (IDD) 2018-27, unless otherwise stated below, and will be developed per the Department's 2021 CADD Standards.

The design plans will include, but are not limited to, the following:

1. General Sheets (1-Series sheets)
    - Cover Sheet
    - Vicinity Map
    - Index of Sheets
    - Summary of Quantities
    - General Notes
2. Miscellaneous Sheets (2-Series sheets)
    - Typical Sections

- Miscellaneous Quantity Schedules
  - Surfacing Schedule
  - Earthwork
  - Guardrail / Barrier schedules
  - Construction Engineering and Lump Sum Schedule
  - Other Miscellaneous Quantities and Schedules (revegetation, rundowns, riprap, removal of surfacing)
- Miscellaneous Details (grading, other layout details)

3. Plan and Profile Sheets (3-Series sheets)
   - Survey Control Sheets (provided by Cibola County)
   - Horizontal Layout Sheets
   - Roadway Plan & Profiles (1"=100' horizontal scale, up to three (3) plan & profile sheets
4. Bridge Plans (5-Series sheets)
   - General Notes and Design Data
   - Estimated Quantities
   - Bridge Location Plan
   - Bridge Elevation
   - Bridge Typical Section
5. Construction Signing Plans (6-Series sheets)
   - Traffic Control NMDOT Standard Drawings
   - Traffic Control Notes
   - Sequence of Construction
6. Permanent Signing and Striping Plans (7-Series sheets)
   - General Notes
   - Permanent Signing & Striping Plan
   - Permanent Sign Details
7. Existing Utility Plans (11-Series sheets)
   - To be provided at 60% by Colliers

Preliminary Design Review Meeting
Schedule and conduct the 30% design review meeting. This meeting will be virtual using Microsoft Teams. Submit and distribute electronic sets of plans (PDF - 11" x 17"). Prepare a summary of the review meeting. A field inspection will not be held.

Cost Estimate
The Engineer will develop an opinion of probable costs estimate utilizing pricing from the Department's Average Unit Bid Prices and local and statewide bidding history.

Deliverables and Work Products

- Pre-Final design plans in electronic format (11" x 17", black and white, except utilities)
- Pre-Final design review meeting and meeting summary
- Preliminary Design Engineer's opinion of probable costs in spreadsheet format

Task 9 - Pre-Final Design (60%)

The Engineer will develop Pre-Final (60% completion) plans for the project. Project plans will be prepared using NMDOT standards for general content and format. The roadway and pavement design will be based on full reconstruction where needed. The plans will follow the Final Design

standard minimum plan information from NMDOT's Infrastructure Design Directive (IDD) 2018-27, unless otherwise stated below, and will be developed per the Department's 2021 CADD Standards.

The design plans will include, but are not limited to, the following:

1. General Sheets (1-Series sheets)
   - Cover Sheet
   - Vicinity Map
   - Index of Sheets
   - Summary of Quantities
   - General Notes
   - Environmental Commitments
2. Miscellaneous Sheets (2-Series sheets)
   - Typical Sections
   - Pavement Cores and Borings
   - Surfacing Schedule
   - Miscellaneous Quantity Schedules
     - Earthwork
     - Guardrail / Barrier schedules
     - Removal of Structure and Obstructions
     - Construction Engineering and Lump Sum Schedule
     - Other Miscellaneous Quantities and Schedules (fencing, revegetation, rundowns, riprap, removal of surfacing)
   - Miscellaneous Details
   - SWPPP Information Plan
   - Abutment & Embankment Protection Plan
   - Rundown Details
3. Plan and Profile Sheets (3-Series sheets)
   - Survey Control Sheets (provided by Colliers)
   - Horizontal Layout Sheets
   - Roadway Plan & Profiles
     - Costs included for this scope item include establishing proposed horizontal and vertical alignments and assembling 3-D corridor model to determine slope limits.
   - Drainage Plans
4. Bridge Plans (5-Series sheets)
   - General Notes and Design Data
   - Estimated Quantities
   - Bridge Location Plan
   - Bridge Elevation
   - Drilled Shaft Layout and Details
   - Abutment Cap Plan, Elevation & Details
   - Wingwall Plan and Elevations
   - Reinforcing Bar Schedule
5. Construction Signing Plans (6-Series sheets)
   - Traffic Control NMDOT Standard Drawings
   - Traffic Control Notes
   - Quantities and Schedules

- Construction Signing and Devices
- Traffic Control Sections and Plans

6. Permanent Signing and Striping Plans (7-Series sheets)
   - General Notes and Quantity Schedules
   - Permanent Signing and Striping Plans
   - Permanent Sign Face details
7. Existing Utility Plans (11-Series sheets)
   - Existing Utility Plan Sheets (To be provided by Colliers for inclusion into the Contract Plans)
8. Cross-Sections (13-Series sheets)

Bridge Load Rating
Bridges will be designed for permit loads as stated in the NMDOT's Bridge Procedures and Design Guide. An AASHTOWare Bridge Rating (Br R) model is required for each bridge after the final bridge design is accepted. In the event that the Br R program does not have the capacity to model/load rate the final bridge type selected, a bridge rating will be completed and submitted in such a manner that is acceptable to the NMDOT's State Bridge Engineer.

Drainage Design
The Engineer will incorporate approved comments received at the 30% review meeting and further develop the drainage design plans, which include roadside ditches, bridge rundowns, scour and embankment protection details and any other drainage details necessary for the construction of the proposed improvements. In addition, a Storm Water Pollution Prevention Plan (SWPPP) Information sheet and Final Stabilization and Temporary Erosion and Sediment Control Plan (TESCP) sheets will be included.

Traffic Control
The Engineer will incorporate approved comments received at the 30% review meeting and further develop the sequence of construction, construction phasing plans, and traffic control plans to demonstrate maintenance of traffic and access. The traffic control plans will show conceptual signing and striping associated with each phase and will include an estimate of quantities and costs.

Pre-Final Design Completion Review
Schedule and conduct the 60% design review meeting. This meeting will be virtual using Microsoft Teams. Submit and distribute electronic sets of plans (PDF - 11" x 17"). Prepare a summary of the review meeting. A pre-final field inspection will not be held.

Cost Estimate
The Engineer will develop an opinion of probable costs estimate utilizing pricing from the Department's Average Unit Bid Prices and local and statewide bidding history.

Deliverables and Work Products

- Pre-Final design plans in electronic format (11" x 17", black and white, except utilities)
- Pre-Final design review meeting and meeting summary
- Bridge Load Rating – form and electronic files to NMDOT for their database and to obtain a bridge number
- Bridge Number Request form to NMDOT to assign a bridge number
- Pre-Final Engineer's opinion of probable costs in spreadsheet format
- Updated SUE plan set (for inclusion in subsequent submittals)

Task 10 - Final Design (90%)

The Engineer will develop Final (90% completion) plans for the project based on comments received on the 60% plans submittal. Engineer will submit and distribute electronic sets of plans (PDF - 11" x 17") and schedule and conduct the 90% design review meeting. This meeting will be virtual using Microsoft Teams. The Engineer will update the opinion of probable costs estimate to reflect the Final design plan submittal and prepare a summary of the review meeting. A Final Design field inspection will not be held.

Deliverables and Work Products

- Final design plans in electronic format (11" x 17", black and white, except utilities)
- Final design review meeting and meeting summary
- Updated Bridge Load Rating – values and electronic files
- Updated Bridge Calculations (1 original and pdf file)
- Field review at the project location
- Final engineer's opinion of probable costs in spreadsheet format

Final Bridge Design

Final Bridge design will incorporate the bridge/structure layout and complete structure and foundations plans. The bridge will be designed in accordance with the NMDOT Bridge Procedures and Design Guide, latest approved edition. AASHTO LRFD Bridge Design Specifications, latest approved edition, will be used for seismic design.

Task 11 – Certifications

Certifications from the Railroad, ITS, Right-of-Way, Environmental, and Utilities Bureaus are required for the NMDOT PS&E Review. The Engineer will draft each Certification Letter required on behalf of the County for NMDOT concurrence, which will be submitted in electronic format (PDF format).

Task 12 - PS&E Design (99%)

The Engineer will develop PS&E (99% completion) plans for the project based on comments received on the 90% plans submittal. Engineer will schedule and conduct the PS&E design review and will prepare a summary of the review meeting. The Engineer will update the opinion of probable costs estimate to reflect the PS&E design plan submittal and prepare a summary of the review meeting. A PS&E field inspection will not be held.

Deliverables and Work Products

- Final design plans in electronic format (11" x 17", black and white, except utilities)
- PS&E design review meeting and meeting summary
- Final Bridge Calculations (1 original and pdf file)
- PS&E engineer's opinion of probable costs in spreadsheet format

Task 13 - Production Plans (100%)

Production plans will incorporate comments from the PS&E review meeting and will be submitted along with the required support information listed in the Production Submittal Checklist. Engineer will assist the Cibola County PDE with the Production Submittal Checklist. Engineer will finalize the opinion of probable costs and will provide final cost estimate to the Cibola County PDE.

Deliverables and Work Products

- Signed and sealed Production plans in electronic format
- Production Submittal Checklist

Task 14 - Special Provisions and Notice to Contractors

The Engineer will prepare project-specific special provisions (PSSP) and project-specific notices to contractors (PSNTC) in cooperation with the Cibola County PDE. This will include up to two (2) coordination meetings using Microsoft Teams. Cibola County will be responsible for development of the draft and final Contract Book.

The draft PSSPs and PSNTCs will be prepared as part of the 90% plans submittal in Task 10.

Deliverables and Work Products

- Final Work Zone Checklist
- Up to two (2) project-specific Special Provisions
- Up to two (2) project-specific Notice to Contractors

Task 15 - Quality Control

The Engineer will implement the Project Quality Plan (PQP) for Phase II activities including reviews of deliverables prepared and submitted to Cibola County. The Engineer will also perform a quality review of all bridge calculations required for the project.

Deliverables and Work Products

- Evidence of quality reviews of each design plan submittal
- Quality review of bridge calculations

Task 16 - Design Data Transmittal

All design data and computer-aided-drafting (CAD) drawing files supplied under this contract will be produced and submitted to Cibola County in a native Autodesk® (.dwg) file format at the current NMDOT standard version, including alignment files as defined by NMDOT's policy. The current NMDOT standard version is Autodesk® AutoCAD Civil 3D 2021. Data will not be compressed by any software.

The letting package will include construction plans, project-specific specifications, project NTCs, earthwork cross sections in a hard copy format (11" x 17"), including a hard copy earthwork run with the information required to produce the earthwork calculations, and cost estimate in spreadsheet file format.

All surveying, mapping and design data will be submitted to Cibola County. Data will be submitted to Cibola County in electronic format.

Deliverables and Work Products

- Electronic submittal of design data

PHASE III - CONSTRUCTION TECHNICAL SUPPORT

Task 1 – Construction Technical Support Services

The following construction technical support tasks are anticipated for this project:

1. Pre-Construction Conference (assumed to be online)
2. Responding to request for information (RFIs)
3. Shop Drawing reviews

4. Design change notifications and reviews
5. Meetings and teleconferences during construction (assume 6 one-hour online meetings)
6. Evaluate construction quality issues and change orders
7. Site visits and field meetings (assume 4 trips, 8 hours per person per trip)

SCHEDULE

Kickoff Meeting	within 1 week of NTP from Cibola County
30% Design Review Meeting	within 5 weeks of Kickoff Meeting
60% Design Review Meeting	within 10 weeks from 30% Design Review Meeting
90% Design Review Meeting	within 10 weeks from 60% Design Review Meeting
PS&E Review Meeting	within 4 weeks from 90% Design Review Meeting
Production	within 4 weeks from PS&E Review Meeting



10/17/2022

Craig Corey, AVP / NM Area Manager

Phase II & III Services Cibola County Rd 5 over Seboyeta Creek -Bridge Replacement in Moquino, NM
Summary of Estimated Costs and Man-Hours
10/17/2022

Description	WSP	Expenses	Totals
Phase II - CR 5 Bridge Replacement	$ 340,595.83	$ 1,432.50	$ 342,028.33
Phase III - Construction Management	$ 34,508.30	$ 625.00	$ 35,133.30
Subtotals	$ 375,104.14	$ 2,057.50	$ 377,161.64
		NMGRT (8.3125)	$ 31,351.56
		Overall Project Cost	$ 408,513.20

WSP Manhour Summary			
TITLE	Phase II Design	Phase III Construction	Total Hours
Project Manager	110	46	156
Sr Supervising Engineer	61		61
Supv Engineer	149	14	163
Supv Planner	65		65
Lead Engineer	43		43
Sr Engineer	409	8	417
CADD Operator II	538		538
Engineer II	183	126	309
Engineer I	474		474
Planner II	141		141
SR Project Accountant	8		8
	2181	194	2375

10/17/2022
WSP Officer Approval

Phase II Final Design - CR 5 over Seboyeta Creek-Bridge Replacement Project	WSP Staff											
Description	PROJECT MANAGER PM	SR SUPV ENGINEER Civil/Traffic	SUPV ENGINEER Structures/Drainage	SUPV PLANNER Environmental	LEAD ENGINEER Pavement Design	SR ENGINEER Civil/Drainage	SR CADD OPERATOR Civil/Structures	ENGINEER II Structures	ENGINEER I Drainage/Traffic	PLANNER II Environmental	PROJECT ACCOUNTANT Admin	WSP Total
Design Tasks												
Project Management & Coordination												
Project Management	24										8	32
Coordination (up to 10 Teams mtgs)	10			5	2	2		5				24
Attend Kickoff Meeting / Send Minutes	4	1		2	2	2		4				15
Attend 30% Plan Review Meeting / Send Minutes	6	1		2	1	2		1				13
Attend 60% Plan Review Meeting / Send Minutes	7	1		2		2		1				13
Attend 90% Plan Review Meeting / Send Minutes	7	1			1	2		1				12
Attend Final Plan Review Meeting / Send Minutes	7	1			1	2		1				12
Production Coordination with Cibola County	4											4
Subtotal Hours	69	5	0	11	7	12	0	13	0	0	8	125
Subtotal Costs	$ 18,439.16	$ 1,478.98	$ -	$ 2,413.21	$ 1,638.46	$ 1,747.89	$ -	$ 1,785.85	$ -	$ -	$ 953.08	$ 28,456.63
Public Involvement												
Prepare Materials and Distribute; Responses and Coord.	2			12						12		26
Subtotal Hours	2	0	0	12	0	0	0	0	0	12	0	26
Subtotal Costs	$ 534.47	$ -	$ -	$ 2,632.59	$ -	$ -	$ -	$ -	$ -	$ 1,504.18	$ -	$ 4,671.24
Review of Final Geotechnical Reports (done by Others)												
Final Geotechnical Report			2		4			2				8
Final Foundation Report			2					4				6
Subtotal Hours	0	0	4	0	4	0	0	6	0	0	0	14
Subtotal Costs	$ -	$ -	$ 1,068.94	$ -	$ 936.26	$ -	$ -	$ 824.24	$ -	$ -	$ -	$ 2,829.44
Pavement Design												
Pavement Design					26							26
Subtotal Hours	0	0	0	0	26	0	0	0	0	0	0	26
Subtotal Costs	$ -	$ -	$ -	$ -	$ 6,085.71	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,085.71
Peliminary Drainage Report												
Hydrology			4			40			20			64
Seboyeta Creek 2D Modeling			4			60			30			94
Hydraulic Analysis for new Bridge over Seboyeta Creek			4			40			20			64
Erosion Protection Calcs			2			10			24			36
Roadside Ditch Calcs			2			10			24			36
Prepare Preliminary Drainage Report						20			24			44
Subtotal Hours	0	0	16	0	0	180	0	0	142	0	0	338
Subtotal Costs	$ -	$ -	$ 4,275.75	$ -	$ -	$ 26,218.32	$ -	$ -	$ 15,617.86	$ -	$ -	$ 46,111.92
Final Drainage Report												
Hydrology			2			20						22
Seboyeta Creek 2D Modeling			2			20						22
Hydraulic Analysis for new Bridge over Seboyeta Creek			2			20						22
Erosion Protection Calcs			2			4			10			16
Roadside Ditch Calcs			2			4			10			16
Prepare Final Drainage Report						4			10			14
Subtotal Hours	0	0	10	0	0	72	0	0	30	0	0	112
Subtotal Costs	$ -	$ -	$ 2,672.34	$ -	$ -	$ 10,487.33	$ -	$ -	$ 3,299.55	$ -	$ -	$ 16,459.22
Environmental Evaluation and CWA Permitting												
Cultural Resources Survey and Report				4						35		39
Biological Survey and Report				4						30		34
Hazardous Materials ISA				8						16		24

Phase II Final Design - CR 5 over Seboyeta Creek-Bridge Replacement Project	WSP Staff											
Description	PROJECT MANAGER PM	SR SUPV ENGINEER Civil/Traffic	SUPV ENGINEER Structures/Drainage	SUPV PLANNER Environmental	LEAD ENGINEER Pavement Design	SR ENGINEER Civil/Drainage	SR CADD OPERATOR Civil/Structures	ENGINEER II Structures	ENGINEER I Drainage/Traffic	PLANNER II Environmental	PROJECT ACCOUNTANT Admin	WSP Total
CatEx (Draft and Final)	2			8						28		38
CWA Permitting (Seboyeta Creek)	2			10		8				20		40
Subtotal Hours	4	0	0	34	0	8	0	0	0	129	0	175
Subtotal Costs	$ 1,068.94	$ -	$ -	$ 7,459.00	$ -	$ 1,165.26	$ -	$ -	$ -	$ 16,169.91	$ -	$ 25,863.11
Design Plans (30%. 60%, 90%, 99%, 100%)												
Section 1												
Cover, Index, Summary of Quantities, General Notes												
Cover, Vicinity Map, Index							36					36
Summary of Quantities							40					40
General Notes							8					8
Environmental Notes				4			4					8
Subtotal Hours	0	0	0	4	0	0	88	0	0	0	0	92
Subtotal Costs	$ -	$ -	$ -	$ 877.53	$ -	$ -	$ 12,028.97	$ -	$ -	$ -	$ -	$ 12,906.50
Section 2												
Typical Sections, Quantity Schedules, Details, TESCP												
Existing and Proposed Typicals and Details					4		24					28
Pavement Cores & Borings/Surfacing Schedule					1		8					9
Miscellaneous Quantity Schedules			2		1	16	16		24			59
Miscellaneous Details							8					8
SWPPP Information Plan			2			5	8		8			23
Abutment & Embankment Protection Plan			2			8			40			50
Rundown Details			2			8			40			50
Subtotal Hours	0	0	8	0	6	37	64	0	112	0	0	227
Subtotal Costs	$ -	$ -	$ 2,137.87	$ -	$ 1,404.39	$ 5,389.32	$ 8,748.34	$ -	$ 12,318.31	$ -	$ -	$ 29,998.24
Section 3												
Plan and Profiles, Roadway Modeling												
Survey Control (by Colliers)						2	2					4
Horizontal Layouts						4	24					28
Roadway Modeling for 60%						8	30					38
Roadway Modeling for Final						6	24					30
Roadway Plan & Profiles, including Drainage Plans			2			22	20		40			84
Subtotal Hours	0	0	2	0	0	42	100	0	40	0	0	184
Subtotal Costs	$ -	$ -	$ 534.47	$ -	$ -	$ 6,117.61	$ 13,669.29	$ -	$ 4,399.40	$ -	$ -	$ 24,720.76
Section 5												
Structures -												
Seboyeta Creek Bridge: Single-Span Acrow Bridge												
General Notes & Design Data			2				14					16
Estimated Quantities			2				16					18
Bridge Location Plan			3				28					31
Bridge Elevation			3				26					29
Drilled Shaft Layout & Details			3				28					31
Abutment Cap Plan, Elevation & Details			4				48					52
Wingwall Plan and Elevations			3				28					31
Reinforcing Bar Schedule			2				20					22
Bridge Calculations												
Substructure Design			4					80				84
Geometry Layout			4					12				16
Quantities and Cost Estimates			6					30				36
Bridge Load Rating			2					16				18
Subtotal Hours	0	0	38	0	0	0	208	138	0	0	0	384
Subtotal Costs	$ -	$ -	$ 10,154.90	$ -	$ -	$ -	$ 28,432.12	$ 18,957.46	$ -	$ -	$ -	$ 57,544.48
Section 6												
Traffic Control Plans												

Phase II Final Design - CR 5 over Seboyeta Creek-Bridge Replacement Project	WSP Staff											
Description	PROJECT MANAGER PM	SR SUPV ENGINEER Civil/Traffic	SUPV ENGINEER Structures/Drainage	SUPV PLANNER Environmental	LEAD ENGINEER Pavement Design	SR ENGINEER Civil/Drainage	SR CADD OPERATOR Civil/Structures	ENGINEER II Structures	ENGINEER I Drainage/Traffic	PLANNER II Environmental	PROJECT ACCOUNTANT Admin	WSP Total
Traffic Control NMDOT Std Dwgs		4							16			20
Traffic Control Notes		4							12			16
Quantities and Schedules		6							12			18
Construction Signing & Devices		4							16			20
Traffic Control Sections & Plans		4							20			24
Subtotal Hours	0	22	0	0	0	0	0	0	76	0	0	98
Subtotal Costs	$ -	$ 6,507.53	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,358.85	$ -	$ -	$ 14,866.38
Section 7												
Permanent Signing & Striping Plans												
General Notes and Quantity Schedules		4							12			16
Permanent Signing & Striping Plan		5							20			25
Permanent Sign Face Details		5							16			21
Subtotal Hours	0	14	0	0	0	0	0	0	48	0	0	62
Subtotal Costs	$ -	$ 4,141.16	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,279.28	$ -	$ -	$ 9,420.43
Section 11												
Existing Utility Plans (To be provided by Colliers)												
Existing Utility Plan Sheets (Coordination with Colliers)	1						3					4
Subtotal Hours	1	0	0	0	0	0	3	0	0	0	0	4
Subtotal Costs	$ 267.23	$ -	$ -	$ -	$ -	$ -	$ 410.08	$ -	$ -	$ -	$ -	$ 677.31
Section 13												
Cross Sections / Earthwork Runs												
Prepare Cross Section Sheets / Earthwork Runs [60%]						4	16					20
Prepare Cross Section Sheets / Earthwork Runs [90%]						4	8					12
Prepare Cross Section Sheets / Earthwork Runs [PS&E]						1	2					3
Prepare Cross Section Sheets / Earthwork Runs [Production]						1	2					3
Subtotal Hours	0	0	0	0	0	10	28	0	0	0	0	38
Subtotal Costs	$ -	$ -	$ -	$ -	$ -	$ 1,456.57	$ 3,827.40	$ -	$ -	$ -	$ -	$ 5,283.97
Engineer's Estimates												
Prepare Estimate (30%)	1	1	2			2						6
Prepare Estimate (60%)	1	1	2			2						6
Prepare Estimate (90%)	1	1	2			2						6
Prepare Estimate (PS&E)	1	1	2			2						6
Prepare Estimate (Production)	1	1	2			2						6
Subtotal Hours	5	5	10	0	0	10	0	0	0	0	0	30
Subtotal Costs	$ 1,336.17	$ 1,478.98	$ 2,672.34	$ -	$ -	$ 1,456.57	$ -	$ -	$ -	$ -	$ -	$ 6,944.07
Plan set Assembly and Production Documents												
30% (Preliminary Design) Packaging	2	1				2	4					9
60% (Pre-Final Design) Packaging	2	1				4	8					15
90% (Final Design) Packaging	2	1				4	8					15
Certification Letters (Environ. ITS, Utilities, Railroad, ROW)	6			4								10
99% (PS&E) Packaging	2	1				2	4					9
100% (Production) Packaging	4	1				2	4	2				13
Subtotal Hours	18	5	0	4	0	14	28	2	0	0	0	71
Subtotal Costs	$ 4,810.22	$ 1,478.98	$ -	$ 877.53	$ -	$ 2,039.20	$ 3,827.40	$ 274.75	$ -	$ -	$ -	$ 13,308.08

Phase II Final Design - CR 5 over Seboyeta Creek-Bridge Replacement Project

Description	PROJECT MANAGER PM	SR SUPV ENGINEER Civil/Traffic	SUPV ENGINEER Structures/Drainage	SUPV PLANNER Environmental	LEAD ENGINEER Pavement Design	SR ENGINEER Civil/Drainage	SR CADD OPERATOR Civil/Structures	ENGINEER II Structures	ENGINEER I Drainage/Traffic	PLANNER II Environmental	PROJECT ACCOUNTANT Admin	WSP Total
Phase II Special Provisions/NTCs, QA/QC, and Data Transmittal												
Special Provisions and NTCs, including coordination												
Special Provisions (up to 2)	2							2				4
Notice to Contractors (up to 2)	2											2
Subtotal Hours	4	0	0	0	0	0	0	2	0	0	0	6
Subtotal Costs	$ 1,068.94	$ -	$ -	$ -	$ -	$ -	$ -	$ 274.75	$ -	$ -	$ -	$ 1,343.68
Quality Control												
Drainage Report			4			6						10
30% Submittal		2	12			2	2		4			22
60% Submittal		2	16			4	4	8	6			40
90% Submittal		2	16			4	4	8	6			40
PS&E Submittal		1	4			4	2	4	6			21
Production Submittal		1	4			4	2	2	4			17
Cost Estimates (5)	5	2	5									12
Subtotal Hours	5	10	61	0	0	24	14	22	26	0	0	162
Subtotal Costs	$ 1,336.17	$ 2,957.97	$ 16,301.29	$ -	$ -	$ 3,495.78	$ 1,913.70	$ 3,022.20	$ 2,859.61	$ -	$ -	$ 31,886.72
Design Data Transmittal												
Compile Project Files and Transmit to Cibola County	2						5					7
Subtotal Hours	2	0	0	0	0	0	5	0	0	0	0	7
Subtotal Costs	$ 534.47	$ -	$ -	$ -	$ -	$ -	$ 683.46	$ -	$ -	$ -	$ -	$ 1,217.93
Total Hours	110	61	149	65	43	409	538	183	474	141	8	2181
Labor Cost	$ 10,650.64	$ 6,537.54	$ 14,426.78	$ 5,166.62	$ 3,646.68	$ 21,584.73	$ 26,645.20	$ 9,108.42	$ 18,888.71	$ 6,403.66	$ 345.32	$ 123,404.29
Overhead Cost	$ 14,910.90	$ 9,152.56	$ 20,197.49	$ 7,233.26	$ 5,105.35	$ 30,218.62	$ 37,303.28	$ 12,751.79	$ 26,444.19	$ 8,965.12	$ 483.45	$ 172,766.00
Fee Cost	$ 3,834.23	$ 2,353.51	$ 5,193.64	$ 1,859.98	$ 1,312.80	$ 7,770.50	$ 9,592.27	$ 3,279.03	$ 6,799.94	$ 2,305.32	$ 124.31	$ 44,425.54
WSP Total Cost (L+OH+F)	$ 29,395.77	$ 18,043.61	$ 39,817.90	$ 14,259.86	$ 10,064.82	$ 59,573.85	$ 73,540.76	$ 25,139.25	$ 52,132.84	$ 17,674.09	$ 953.08	$ 340,595.83
												$ 340,595.83

Direct Expenses

	WSP Expenses Quantity	Unit Price	Total
Public Involvement Flyer Production & Mailing	1	$ 100.00	$ 100.00
Draft and Final Drainage Report Reproduction	4	$ 30.00	$ 120.00
MileageFrom Santa Fe to Moquino, NM	1120	$ 0.625	$ 700.00
Mileage from Albuquerque to Moquino, NM	500	$ 0.625	$ 312.50
Perdiem at $20 per person per trip	10	$ 20.00	$ 200.00
Phase II Direct Expenses Total			$ 1,432.50
Phase II Cost Total (without NMGRT)			$ 342,028.33
Phase II Cost Total (with NMGRT @ 8.3125%)			$ 370,459.44

# Sheets		
		13.5
# Trips	# Miles/Trip	# Miles
4	280	1120
2	250	500
270		

Phase III Construction Management - CR 5 over Seboyeta Creek-Bridge Replacement Project

Description	WSP Staff: PROJECT MANAGER PM	SUPV ENGINEER Structures	SR ENGINEER Civil	ENGINEER II Civil/Structures	WSP Total
Construction Technical Support Services during Construction					
Pre-Construction Conference (assumed to be online)	2			2	4
Request for Information (RFIs)	1	7		40	48
Work Plan, Shop Drawing and Submittal Reviews	1	5		36	42
Design Change Notifications (DCNs)	2			4	6
Meetings / Teleconferences (Assume 6 one-hour online meetings)	6			4	10
Evaluate Construction Quality Issues and Change Orders	2	2		24	28
Site Visits/Mtgs w/ Travel (Assume 4 trips, 8 hrs/person/trip)	32		8	16	56
Subtotal Hours	46	14	8	126	194
Subtotal Costs	$ 12,292.78	$ 3,741.28	$ 1,165.26	$ 17,308.99	$ 34,508.30
Total Hours	46	14	8	126	194
Labor Cost	$ 4,453.90	$ 1,355.54	$ 422.20	$ 6,271.37	$ 12,503.01
Overhead Cost	$ 6,235.47	$ 1,897.75	$ 591.07	$ 8,779.92	$ 17,504.21
Fee Cost	$ 1,603.41	$ 487.99	$ 151.99	$ 2,257.69	$ 4,501.08
Total Cost (L+OH+F)	$ 12,292.78	$ 3,741.28	$ 1,165.26	$ 17,308.99	$ 34,508.30
WSP					$ 34,508.30

Direct Expenses	WSP Expenses: Quantity	Unit Price	Total	# Trips	# Sheets / Miles/Trip
Mileage to Molino, NM	1000	$ 0.625	$ 625.00	4	250
Phase III Direct Expenses Total			$ 625.00		
Phase III Construction Management Cost Total (without NMGRT)			$ 35,133.30		
Phase III Construction Management Cost Total (with NMGRT @ 8.3125%)			$ 38,053.76		

CIBOLA COUNTY

NEW MEXICO · EST. 1981

10g. (f).

Requisitions Over $20,000

Power Ford/ F150 Custom Crew/ BWVFD

$45,598

REQUISITION ORDER

DATE :	DEPARTMENT:	QUOTE OBTAINED BY:
October 25, 2022	Bluewater Village Fire Dist. 11	DWM

	QUOTE #1	QUOTE #2	QUOTE #3
VENDOR NAME:	Power Ford		
CONTACT NAME:	Manuel Beltran		
PHONE:	505-766-6600		
FAX:			

NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Custom Crew Cab F150	$26,503.00	$ 26,503.00		$ -		$ -
1	Price Increase	$10,845.00	$ 10,845.00		$ -		$ -
1	Spray In Bed Liner	$695.00	$ 695.00		$ -		$ -
1	5.0 V8 Engine	$2,495.00	$ 2,495.00		$ -		$ -
1	HD Payload FX4 Offroad	$2,875.00	$ 2,875.00		$ -		$ -
1	Keyless remote entry	$495.00	$ 495.00		$ -		$ -
1	Trailer Tow Package	$1,095.00	$ 1,095.00		$ -		$ -
1	Window Tint	$595.00	$ 595.00		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
	SUBTOTAL FOR SELECTED ITEMS		$ 45,598.00		$ -		$ -
	TOTAL LABOR/ SERVICE COSTS		$ -		$ -		$ -
	TOTAL GROSS RECEIPTS TAX		$ -		$ -		$ -
	TOTAL SHIPPING/ FREIGHT COSTS				$ -		$ -
	GRAND TOTAL		$ 45,598.00		$ -		$ -

VENDOR	Power Ford	REASON SELECTED	STATE CONTRACT ⇦
		CONTRACT/BID/RFP #	00-000000-20-00088 AB
ADDRESS	1101 Montano Rd. NE	ESTIMATED DELIVERY	
	Albuquerque, NM 87107	PURCHASE ORDER #	

PURCHASING AGENT ENDORSEMENT	CERTIFICATION		FUND NAME & LINE ITEM #	AMOUNT
	With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	If all three signatures are not obtained the purchase cannot move forward	408-018-422-00028 Capital outlay	$45,598.00
		DEPARTMENT HEAD SIGNATURE	DESIGNEE SIGNATURE	FINANCE SIGNATURE

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

POWERFORD

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

October 24, 2022

To; Dustin Middleton
Cibola County
Re: Agreement 00-00000-20-00088

Item and Description		Quote
Item 6	Crew cab F 150 4x4	$26,503.00
	Price increase Amend 4	$10,845.00
Item I	Spray in liner	$695.00
Item S	Engine: 5.0 V8	$2,495.00
Item AG	HD Payload FX4 Offroad	$2,875.00
Item AX	Keyless remote entry	$495.00
Item Bu	Trailer tow package	$1,095.00
Item CD	Window Tint	$595.00
	Total for one vehicle	**$45,598.00**

Thank You

Manuel Beltran
Commercial Manager
Power Ford

Michelle Lujan Grisham
Governor

Kelly Hamilton
Deputy Cabinet Secretary

P.O. Box 2711
Santa Fe, NM 87502

David Dye
Cabinet Secretary Designate

Carla Walton
Deputy Cabinet Secretary

Randy Varela
State Fire Marshal

DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

October 25, 2022

Dustin Middleton
Ciboa County Fire Marshal
700 E. Roosevelt Ave. Suite 50
Grants, NM 87020

Dear Marshal Middleton,

The specifications you submitted on October 25, 2022, for the purchase of a Command Unit, Bluewater Village Fire Department, has been reviewed and approved. The **Bluewater Volunteer Fire Department** is authorized to use fire protection fund monies for the purchase of this Unit. Please be advised the standards for the unit **shall** comply with **NFPA Standards**.

This letter shall serve as approval to expend fire protection fund monies to finance the cost of the Command Unit. The Bluewater Fire Department currently holds an ISO rating of 4 with a minimum yearly Fire Protection Fund Allocation of $64,751.00.

If there are any major changes in the specifications that are made prior to bidding procedures, this office must approve the changes, or this authorization of expenditure shall be rendered null and void. If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority (NMFA) at 505-984-1454 to finance the vehicle. A loan through NMFA will be at minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection funds monies. For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

Should you desire any further clarification, or have any questions please feel free to contact me at (505) 231-7162.

Respectfully,

Esquipula T. Tenorio
Fire Service Support Coordinator
Fire Service Support Bureau
New Mexico State Fire Marshal Division

xc Interim Deputy Chief Derrick Rodriguez
File

DocuSign Envelope ID: E15E8972-45D2-4CC6-8449-79F9F3DEF5BF

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AB) 0000049896
Bob Turner's Ford Country
Dba Power Ford
1101 Montano Rd NE
Albuquerque, NM 87107
Contact: Manuel Beltran
Email: mbeltran@myforddealer.com
Telephone No. (505) 449-1268

Number: **00-00000-20-00088**

Amendment No.: **Four**

Term: **March 5, 2021 – March 4, 2023**

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

Invoice:
As Requested

Procurement Specialist: **Tami Concha** JC

Telephone No.: **(505) 660-3671**

Email: **Tami.Concha@state.nm.us**

Title: **Automotive Vehicles – SUV's & Trucks**

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:

Base Price Increases for (AB) Bob Turner's Ford Country dba Power Ford:

Item	Article and Description	Current Price	New Price
3	Ford Explorer Base 4wd	$26,373.00	$34,858.00
6	Ford Ranger Super Cab 4x4	$23,193.00	$28,393.00
7	F-150 Regular Cab 4x4	$22,803.00	$32,956.00
8	F-150 Extended Cab 4x4	$23,495.00	$35,518.00
9	F-150 Crew Cab 4x4	$26,503.00	$37,348.00
Option B	2WD in lieu of 4WD	-($6,000.00)	-($600.00)

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

Accepted for the State of New Mexico

Valerie Paulk

New Mexico State Purchasing Agent

Date: 9/13/2022

X **This Agreement was signed on behalf of the State Purchasing Agent**

MM

DocuSign

Certificate Of Completion

Envelope Id: E15E897245D24CC6844979F9F3DEF5BF
Subject: Please DocuSign: 00-00000-20-00088 Automotive Vehicles A004
Source Envelope:
Document Pages: 1
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Signatures: 1
Initials: 2

Status: Completed

Envelope Originator:
Tami Concha
13 Bataan Blvd
Santa Fe, NM 87508
tami.concha@state.nm.us
IP Address: 174.56.109.88

Record Tracking

Status: Original
9/8/2022 8:10:43 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Tami Concha
tami.concha@state.nm.us
Pool: StateLocal
Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez natalie.martinez1@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	NM Signature Adoption: Pre-selected Style Using IP Address: 173.187.22.247	Sent: 9/8/2022 8:14:21 AM Viewed: 9/12/2022 6:20:22 AM Signed: 9/12/2022 6:20:30 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tami Concha tami.concha@state.nm.us Procurement Officer-A New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	TC Signature Adoption: Pre-selected Style Using IP Address: 174.56.109.88	Sent: 9/12/2022 6:20:31 AM Viewed: 9/13/2022 8:13:51 AM Signed: 9/13/2022 8:13:59 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk Valerie.Paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/13/2022 8:14:00 AM Viewed: 9/13/2022 8:23:38 AM Signed: 9/13/2022 8:23:50 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**

Carbon Copy Events	Status	Timestamp
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	9/8/2022 8:14:21 AM
Certified Delivered	Security Checked	9/13/2022 8:23:38 AM
Signing Complete	Security Checked	9/13/2022 8:23:50 AM
Completed	Security Checked	9/13/2022 8:23:50 AM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 4/14/2020 1:18:28 PM
Parties agreed to: Valerie Paulk

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Cibola County, NM

Detail vs Budget Report
Account Summary
Date Range: 07/01/2022 - 10/25/2022

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
408 - BLUEWATER VFD								
Expense								
408-018-422-00028	Capital Outlay	17,571.43	89,500.00	0.00	0.00	0.00	71,928.57	80.37 %
Expense Totals:		**17,571.43**	**89,500.00**	**0.00**	**0.00**	**0.00**	**71,928.57**	**80.37 %**
408 - BLUEWATER VFD Totals:		**17,571.43**	**89,500.00**	**0.00**	**0.00**	**0.00**	**71,928.57**	**80.37 %**
Report Total:		**17,571.43**	**89,500.00**	**0.00**	**0.00**	**0.00**	**71,928.57**	**80.37 %**



10h.

JPA-(7) Participating Counties

Opioid Remediation Collaborative

JOINT POWERS AGREEMENT
OPIOID REMEDIATION COLLABORATIVE

THIS AGREEMENT is entered into by and between the Counties of Catron ("Catron"), Cibola ("Cibola"), Guadalupe ("Guadalupe"), Hidalgo ("Hidalgo"), Sierra ("Sierra"), Socorro ("Socorro"), and Valencia ("Valencia"), referred to collectively as the ("Counties") or ("Participating Entities").

I. RECITALS

WHEREAS, the Counties are bodies corporate and politic existing by and under the Constitution and Laws of the State of New Mexico; and,

WHEREAS, this agreement is made under the authority of the Joint Powers Agreement Act, NMSA 1978, Sections 11-1-1 et seq. ("Joint Powers Act"),

WHEREAS, NMSA 1978, Section 4-37-1 (1995) provides that Counties have the power to, "provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of any county or its inhabitants"; and,

WHEREAS, both the State of New Mexico and the Counties were signatories to a New Mexico Opioid Allocation Agreement, in the amount of $195,547,175.00, which proceeds must be utilized to remediate the opioid epidemic; and,

WHEREAS, under the agreement, the State of New Mexico will receive 45% of the opioid allocation, and the Counties and Municipalities will share in 55% of the opioid litigation proceeds; and,

WHEREAS, the estimated year one distribution will be $17,439.42 to Catron County, $119,198.58 to Cibola County, $28848.91 to Guadalupe County, $30,333.52 to Hidalgo County, $159,100.56 to Sierra County, $113,641.08 to Socorro County, and $427,768.21 to Valencia County; and,

WHEREAS, the Counties have commenced discussions to explore the feasibility of pooling their resources, and to explore participation with the State and other counties and municipalities to support the development of a treatment system to help those suffering from opioid use disorder within New Mexico; and,

WHEREAS, the Counties collectively lack the in-house expertise to develop of sustainable treatment system; and,

WHEREAS, the Counties here propose to collaborate to fund a study with the opioid litigation proceeds, and to develop and implement a sustainable opioid remediation system in New Mexico.

NOW THEREFORE the parties hereby establish the Opioid Remediation Collaborative, as detailed herein, which Board will exercise the common power outlined below to develop and implement a sustainable, best practice, opioid treatment resource and/or program that will assist New Mexico with closing the addiction treatment gap for those suffering from opioid addiction.

II. COMMON POWER

The parties share the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order" and, "provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of ... its inhabitants". See NMSA 1978, § 3-18-1 (1972) and NMSA 1978, § 4-37-1 (1995)

III. GENERAL PROVISIONS

3.1 Pursuant to the provisions of the Joint Powers Agreements Act, the parties agree that the "Opioid Remediation Collaborative" (ORC) shall be organized and empowered as set forth herein.

3.2 The ORC will provide the services outlined herein to both the incorporated and unincorporated areas within the geographic area of the Participating Entities.

3.3 To do all acts necessary and proper to accomplish the purposes of this Agreement, including, but not limited to, the following:

a. Work with the Participating Entities, States, and other stakeholders to develop and implement a sustainable, best practice, opioid treatment resource and/or program that will assist the participating entities in closing the addition treatment gap for those suffering with opioid addiction in those communities.

b. Identify opioid abatement strategies that can support existing services for sustainability purposes.

c. Identify possible opportunities to fill addiction service gaps.

d. Provide technical advisory assistance to the Participating Entities and the local providers as it relates to program implementation and sustainability.

e. Assist the Participating Entities with identifying a strong system of care infrastructure to build on reoccurring abatement strategies that will be implemented annually, based on funding opportunities.

f. Engaging the respective legislative delegations of the participating communities to secure additional support and funding for the regional opioid treatment system.

g. Identify and seek resources and financial commitments to fund the efforts outlined above.

h. Establish, maintain, and administer the opioid remediation fund, which fund shall be held in a separate line item of the Valencia County budget, which fund shall consist of the opioid litigation proceeds from each of the participating entities, federal monies, legislative appropriations, public and private grants, gifts and private donations received for the purpose of received for the

purpose of developing and implementing a system of sustainable regional opioid remediation.

i. Accept and spend federal monies, public and private grants, gifts, contributions, and devises to assist in carrying out the purposes of this article. These monies do not revert to the parties' respective general funds at the end of a fiscal year, but shall carry-over to the next fiscal year to be used only for such purposes as outlined herein.

IV. BOARD OF DIRECTORS (ORC Board)

4.1 The activities of the ORC shall be governed by a six (6) member Board consisting of a representative appointed by each of the participating entities. The Chair of the ORC Board shall have the same voting rights as any other member of the Board. Upon request or invitation, and pursuant to an affirmative vote, additional parties may be added as participating entities to the Opioid Remediation Collaborative. Such participating entities shall be permitted to appoint a representative to the ORC Board. A representative of the New Mexico Department of Health shall serve as ex-officio member of the ORC Board. Ex-officio members shall have no voting powers, and their presence does not bear on the existence of a quorum.

4.2 The powers and duties of the Board shall be to:

a) Engage such Contractors/Consultants required to perform those duties outlined in Section 3.3 of this Joint Powers Agreement.

b) Elect one (1) of its members as Chairperson and one (1) Vice Chairperson.

c) Hold meetings to receive reports and provide its consultants with guidance and direction in compliance with the "Opens Meeting Act";

d) Determine the time and place of meetings and give public notice thereof;

e) Assure for proper management and control of the finances and property of ORC;

f) Establish and adopt bylaws and internal rules and regulations and policies as it deems necessary to conduct the affairs of ORC, including but not limited to personnel matters;

g) Submit periodic certified financial statements detailing revenues received from all sources, expenditures, and obligations incurred and unpaid to the parties to this Agreement;

h) Submit a quarterly activity report to the parties;

i) Acquire and approve all appropriate insurance contracts for adequate coverage that will protect the interests of the ORC and the parties to this Agreement, including but not limited to worker's compensation, general liability, unemployment compensation, and property damage. Liability insurance policies shall be reviewed on a regular basis and coverage will be increased when necessary.

j) Approve and execute all ORC contracts, public or private;

k) Acquire and hold all personal or real property of ORC or of the parties; and

5.0 FINANCES AND BUDGETING

5.1 The County of Valencia shall act as the fiscal agent for the ORC and shall collect all revenues accruing to and make all disbursements for the ORC, including providing a monthly expense and revenue report and the Treasurer will provide a Treasurer's report.

5.2 No participating entity is responsible for the provision of any funds in support of this Agreement. The operation of the ORC is contingent upon receipt of opioid litigation proceeds, legislative appropriations, public and private grants, gifts and private donations received for the purpose of developing and implementing a sustainable, best practice, opioid treatment resource and/or program that will assist New Mexico with closing the addiction treatment gap for those suffering from opioid addiction.

5.3 Operating funds of the ORC shall be held in one or more separate accounts and shall not be commingled with the funds of any of the parties to this agreement, and shall only be utilized as provided herein.

5.4 The ORC may invest its funds only in accordance with any applicable laws of the State which govern the investment of public funds.

5.5 No Party to this agreement shall have any liability to pay for any debt or other obligation incurred by the ORC unless there is a specific written agreement to do so accompanied by an appropriation approved with the requisite formalities.

5.6 The ORC Board shall be strictly accountable and responsible for the proper expenditure of all public funds.

5.7 The ORC shall use, funds provided pursuant to this JPA solely for the uses set forth herein.

5.8 The terms of the Bateman Act, being Sections 6-6-11 (1968), applies to this Agreement. The Act supersedes any conflicting provision of the Agreement.

5.9 Expenditures of the ORC are subject to the provisions of the New Mexico Procurement Code, being NMSA 1978, Sections 13-1-28 et seq. (1984, as amended through 2021), and violation thereof may subject the responsible party to civil and or criminal penalties.

5.10 The fiscal agent shall not allow any department of the fiscal agent to charge against any account unless the ORC submits a signed invoice and or supporting documentation, consistent with the policies and procedures established by the ORC Board, and the County of Valencia Procurement Code.

5.11 The fiscal agent shall be responsible for providing a monthly expense and revenue report to ORC and for providing the report to the ORC Board for review and approval.

5.12 The fiscal agent shall strictly account for receipts and disbursements made pursuant to this JPA, in accordance with the County of Valencia Procurement Code and all other applicable laws and regulations.

6.0 BOOKS AND RECORDS

6.1 The ORC shall maintain adequate and correct accounts of its funds, properties and business transactions, said accounts shall be open to

inspection at any reasonable time by the parties hereto, their accountants or their agents. The ORC shall cause to be conducted an annual audit, which audit shall be conducted by an independent certified public accountant, approved by the State auditor. The ORC shall submit a copy of said audit to each of the parties.

6.2 Within 90 days after the end of each fiscal year, the ORC shall prepare and present to the parties a comprehensive annual report of the ORC's activities and finances during the preceding year. The ORC shall also render to the parties hereto, at reasonable intervals and within a reasonable time period, such reports and accounting as the parties hereto may from time to time request.

6.3 The ORC shall prepare and present such other reports as may be required by law, regulation or contract to any authorized governmental agency.

7.0 OTHER PROVISIONS

7.1 This JPA and the rights of the parties hereto shall be governed by and construed in accordance with the Laws of the State of New Mexico.

7.2 This JPA incorporates all of the agreements and understandings between the parties hereto concerning the subject matter hereof, and all such agreements and understandings have been merged into this written JPA. No prior agreements or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless embodied in this JPA.

8.0 TERMINATION OF AGREEMENT

8.1 The term of this Agreement shall be perpetual, unless terminated as herein provided. Any of the parties may terminate this Agreement at any time, upon the issuance of notice of at least one fiscal-year notice, with the termination will become effective at the beginning of the next fiscal year.

8.2 Upon termination of this Agreement by one or more of the parties to this Agreement, the powers granted to the ORC under this Agreement shall

continue to the extent necessary to make an effective disposition of the property. Any property acquired shall be distributed in proportion to the contributions of the parties, though its use will be limited as described herein.

8.3 If any provision of this Agreement is subsequently held to be invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall not be affected thereby and the remaining provisions of this Agreement would continue in full force and effect, unless the fulfillment of the purpose of the Agreement is rendered impracticable.

8.4 If any provision of this JPA, or the application of such provisions to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this JPA, or the application of its provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and the remainder of this JPA can be performed in substantial accordance with the original intent of the parties hereto.

8.5 If any provision of this JPA, or the application of such provisions to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this JPA, or the application of its provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and the remainder of this JPA can be performed in substantial accordance with the original intent of the parties hereto.

8.6 Pursuant to the provisions of the Joint Powers Act, NMSA 1978, Sections 11-1-1 et seq., all privileges and immunities from liability, exemptions from laws, ordinances, and rules, which apply to the activity of officers, agents, or employees of any signatory public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties under the provisions of the JPA.

8.7 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given to all Participating Entities.

9.0 AMENDMENTS

9.1 This agreement may be amended by the parties from time to time, but any amendment shall be in writing, executed by all of the parties thereto, and approved by the Department of Finance and Administration.

10.0 LIABILITY PROVISION

10.1 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 as a result of this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act. In accordance with NMSA 1978, Sections 11-1-5 (1961), it is expressly declared that ORC is a separate and independent legal entity from Sierra County, Catron County and Socorro County, which are the entities that comprise the JPA. The members of the ORC Board, its officers, and members of the JPA shall not be held personally liable for any acts performed or omitted in good faith by ORC.

11.0 INSURANCE

11.1 ORC shall obtain insurance to cover any suit which may be brought against it and its officers and employees. All liability insurance policies shall list all the participating counties as additional insureds. The liability shall contain minimum limits amounts of $1,000,000.00 per person and $2,000,000.00 per occurrence.

12.0 <u>CONTACT AND NOTICES</u>

The parties may, from time to time, change their contact person and shall provide prompt notice of such change to the other party. Any notice required under this JPA shall be

deemed given and delivered to, and received by, the receiving party three (3) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below:

Catron County

Stan Brown
County Manager
100 Main Street
Reserve, NM 87830

Cibola County

Kate Fletcher
County Manager
700 E. Roosevelt Street
Grants, NM 87020

Guadalupe County

Diana Urban
County Manager
130 S. 4th Street
Santa Rosa, NM 88435

Hidalgo County

Tisha Green
County Manager
305 Pyramid Street
Lordsburg, NM 88045

Socorro County

Michael Hawkes
County Manager
PO Box I
Socorro, NM 87801

Sierra County
Amber Vaughn
County Manager
1712 N. Date

Truth or Consequences, NM 87901

Valencia County

Danny Monette
County Manager
PO Box 1119
Los Lunas, NM 87030

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

BOARD OF COUNTY COMMISSIONERS
OF CATRON COUNTY

_____
Anita A. Hand, Chair

_____
John "Cliff" Snyder, Commissioner

_____
Haydn Forward, Commissioner

(SEAL)

ATTEST:

_____
Sharon Armijo, County Clerk

_____
Date

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF CIBOLA

Daniel J. Torrez, Chair

Martha Garcia, 1st Vice-Chair

Christine Lowery, 2nd Vice Chair

Ralph Lucero, Member

Robert S. Windhorst, Member

ATTEST BY:

Michelle E. Dominguez, Cibola County Clerk

Date

BOARD OF COUNTY COMMISSIONERS
OF GUADALUPE COUNTY

James E. Moncayo, Chairman

Albert E. Campos, Commissioner

Ernest E. Chavez, Commissioner

ATTEST BY:

Robert Serrano III, County Clerk

BOARD OF COUNTY COMMISSIONERS
OF HIDALGO COUNTY

_____
Joel Edwards, Chairman

_____
Johnny Hatch, Commissioner

_____
Art Malott, Commissioner

ATTEST

_____
Melissa Delagarza, County Clerk

_____
Date

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SOCORRO

Antonio Ray Martinez, Chair
District V

Craig D. Secatero, Vice-Chair
District II

Joe R. Gonzales, Member
District I

Manuel E. Anaya, Member
District III

Glen Duggins
District IV

ATTEST BY:

Betty Saavedra, County Clerk

Date

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SIERRA

_____
Jim Paxon, Chair

_____
Travis Day, Vice- Chair

_____
Hank Hopkins, Commissioner

ATTEST BY:

_____ _____
SHELLY TRUJILLO, COUNTY CLERK DATE

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF VALENCIA

Gerard Saiz
Commissioner, District I

Troy Richardson
Commissioner, District II

David A. Hyder
Commissioner, District III

Joseph Bizzell
Commissioner, District IV

Jhonathan Aragon
Commissioner, District V

Attest:

Michael Milam, County Clerk

Date

APPROVED

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Cabinet Secretary

Date: _____