

## **CIBOLA COUNTY BOARD OF COMMISSIONERS**

Daniel Torrez  
Chairman

Martha Garcia  
1<sup>st</sup> Vice Chairman

Christine Lowery  
2<sup>nd</sup> Vice Chairman

Ralph Lucero  
Commissioner

Robert Windhorst  
Commissioner

### **Regular Commission Meeting Thursday, May 25<sup>th</sup>, 2023 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. 04.27.2023 Regular Commission Meeting

8. **Reports**

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

9. **Presentation**

- a. USDA Community Connect Grant-Donna Venable-CDEC Regulatory and Rates Manager & Daniel Stokes-Telecommunications Manager

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

- a. Consideration of Providing 15% Matching Funds for Community Connect Grant Application
- b. Consideration of Resolution 2023-30 FY24 Interim Budget
- c. Consideration of Resolution 2023-27 FY23 BAR #8
- d. Consideration of IFB # 2023-002 County Road 18b Pre-Manufactured Weathering Steel Bridge
- e. Consideration of IFB # 2023-003 County Road 18b Bridge Replacement General Contractor
- f. Consideration of MOU Between Cibola County DWI Program and 13<sup>th</sup> Judicial District Adult Treatment Court & Drug Court
- g. Consideration of Intergovernmental Agreement (IGA) Between Cibola County and The Pueblo of Acoma for Housing of Inmates

- h. Consideration of Resolution 2023-28 Supporting the Eligibility and Intent of Cibola County to Submit an Application to NMDOT for the New Mexico Transportation Project Fund (TPF) for Moquino Road (CR-5) Bridge and Road Improvements Project-Additional Funding Needed To Complete Project
- i. Consideration of requisitions over \$20,000
  - a. Motorola/ Move to PSB/Dispatch \$29,427.84
  - b. Summit/Upgrades & Replacements To Aging CCTV System/I.T. \$31,826.81

#### **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)
- b. Real Property 10-15-1 (H) (8)
  - a. Bluewater Village Community Center-4 Maple Street, Bluewater Village, NM 87005
  - b. (Old) Cibola Court and County Complex-515 W High Street, 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. Consideration of Resolution 2023-29 Authorizing the Transfer of The Bluewater Community Center to The Bluewater Water and Sanitation District
- b. Direction to Staff Regarding 515 W. High Street Property

#### **13. Announcements**

Cibola County Offices Will Be Closed, Monday, May 29th, 2023, In Observation of Memorial Day Holiday. The Next Regular Commission Meeting will be on Thursday, June 22<sup>nd</sup>, 2023, at 5:00 p.m.

#### **14. Adjournment**



# 7a. Minutes

## Minutes

04.27.2023

## Regular Commission Meeting

**Regular Commission Meeting**  
**Thursday, April 27th, 2023**  
**5:00 p.m.**  
**Cibola County Commission Chambers**

**Elected Officials Present Staff**

**Daniel Torrez, Chairman**

**Christine Lowery, 2<sup>nd</sup> Vice Chair**

**Martha Garcia, Commissioner**

**Robert Windhorst, Commissioner**

**Ralph Lucero, Commissioner**

**Kate Fletcher, Manager**

**Paul Ludi, Finance Director**

**Gloria Parga, Finance**

**Judy Horacek, Grants/Projects**

**Natalie Grine, Chief Deputy Clerk**

**Pricilla Marquez, Rec & 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 Lucero, recited by all.

**4. Prayer**

Led by Commissioner Lowery.

**5. Approval of Agenda**

Motion to approve agenda made by Commissioner Lowery.

Second made by Commissioner Lucero 5-0 affirmative.

**6. Public Comment**

**Joan Kowalski** stated that she would ask the Commissioners to consider tabling the MOU between the Sheriff's Office and the Grants Cibola School for a (SRO) School Resource Officer, for three reasons 1. Obtain more information on incidents within the schools, 2 Get input from parents and teachers, and 3 have the MOU rewritten to have Officers only respond to major incidents.

**Les Gains** stated that he wanted to thank the County for helping with the Quad this year. It was a successful event, special thanks to Kate Fletcher, Judy Horacek, and Edward Salazar. Les also mentioned that they are developing a trail system, so any volunteers are welcome to help us meet on Thursday nights, and we also serve great food.

**Harry Garcia** mentioned he would like to see the City of Grants Acquire the Old County Complex, my view it would be feasible for the City of Grants to centralize all their office into one building. Mr. Garcia also wanted to thank the Commission for doing a great job on all County issues, it is very noticeable, and you can see the hard work. Mr. Garcia also stated that he was appointed to the Legislative Council, he is also on Appropriations and Vice Chair of Transportation, I am in a better position to fund more funds to the six counties I represent, with that I am here to help Laguna, Acoma, all of Cibola County as much as I can. Thank you.

**7. Minutes**

**a. 3-23-2023 Regular Commission Meeting**

Motion to approve Minutes for item A with the correction of item 11 number b, in the 3/23/2023 minutes with Commissioner Lucero voting yes and Commissioner Lowery voting no, made by Commissioner Lowery.

Second made by Commissioner Garcia 5-0 affirmative.

**8. Reports**

- a.** Budget and Finance Report – Kate Fletcher – County Manager and Paul Ludi – Finance Director. Report on File.

**9. Presentation**

- a.** FY22 Final Audit Close Out Presentation-Audrey Jaramillo-Jaramillo Accounting Group (J.A.G.)

Scott Eliason gave a Report on the final Audit for FY22. Report on File.

- b.** Update on Legislative Recap & Water Services Program-NW NM Council of Governments-Evan Williams or Angelina Grey. Report on File.

- c.** Swearing in Ceremony of Barbara Kohn Deputy Sheriff  
Sheriff Diaz Swore in Sheriff Deputy Kohn.

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

**a. Consideration of Resolution 2023-24 Acceptance of FY22 Audit Report**

Motion to approve Item A. made by Commissioner Windhorst.

Second made by Commissioner Garcia. 5-0 affirmative.

**b. Consideration of Resolution 2023-21 Budget Adjustment Number 7**

Motion to approve Item B. made by Commissioner Lowery

Second made by Commissioner Lucero 5-0 affirmative.

**c. Consideration of Resolution 2023-25 3<sup>rd</sup> Quarter Report**

Motion to approve item C. made by Commissioner Windhorst.

Second made by Commissioner Lucero. 5-0 affirmative.

**d. Consideration of Resolution 2023-26 Annual Certified County Maintained Milage Report**

Motion to approve item D. made by Commissioner Windhorst.

Second made by Commissioner Lowery. 5-0 affirmative.

**e. Consideration of School Resource Officer (SRO) Contract Between Cibola County and Grants School District MOA-SRO**

Motion to approve item E to start the first steps of negotiations made by Commissioner Lucero. Second made by Commissioner Windhorst. 5-0 affirmative.

**f. Consideration of Requisitions over \$20,000.**

- a.** SHI / HPE 23TB Server Upgrade (2)/I.T. \$77,369.60.

- b.** Melloy Dodge/Durango/Dheriff-\$42,403

Motion to approve Items, A, B, Made by Commissioner Windhorst.

Second by Commissioner Lucero. 5-0 affirmative.

## **11. Executive Session**

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

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

- a. Pending or threatened litigation §10-15-1 (H) (7)
- b. Real Property §10-15-1 (H) (8)
  1. **County Complex-515 W. High Street, Grants, NM 87020**
  2. **Bluewater Village Community Center-4 Elm Street**
- c. Personnel §10-15-1 (H) (2)
- d. Other specific limited topics that are allowed or authorized under stated statute.

Motion made by Commissioner Garcia to go into Executive Session, at 7:21 p.m.

Second by Commissioner Lowery 5-0 affirmative.

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

Motion made to return to Regular Session was made by Commissioner Lucero at 7:48 p.m.

Second by Commissioner Windhorst 5-0 affirmative, and Motion for Closure and that No Action was taken, made by Commissioner, Lowery, Second by Commissioner Lucero 5-0 affirmative.

## **12. New Business-Action May Be Taken**

- a. **Direction to Staff Regarding 515 W. High Street Property**
- b. **Direction to Staff Regarding 4 Elm Street, Bluewater Village NM**

Motion to give direction to County Manager to work with staff to go fourth with the appraisal for 515 W. High Street Property, and to let Bluewater Village know that the County does own the property located at 4 Elm Street Bluewater Village.

Second by Commissioner Windhorst 5-0 affirmative.

## **12. Announcements**

Next Regular Commission Meeting will be May 25<sup>th</sup>, 2023, at 5:00 p.m.

## **13. Adjournment**

Chaiman Torrez Adjourned the Meeting at 7:52 p.m.

**PASSED, APPROVED, and ADOPTED** this 25th, day of May 2023

BOARD OF COUNTY COMMISSIONERS

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**Daniel Torrez**, Chairman

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**Martha Garcia**, 1<sup>st</sup> Vice Chairman

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**Christine Lowery**, 2<sup>nd</sup> Vice Chairman

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**Robert Windhorst**, Commissioner

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**Ralph Lucero**, Commissioner

**ATTEST:**

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**Michelle E. Dominguez**, Cibola County Clerk

Date: \_\_\_\_\_

**SEAL**



## 8a. Reports

# Budget and Finance Report

As of April 30, 2023



# Cibola County Commission Meeting May 25, 2023

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



# Finance Report

As of April 30, 2023



# Cibola County Updates



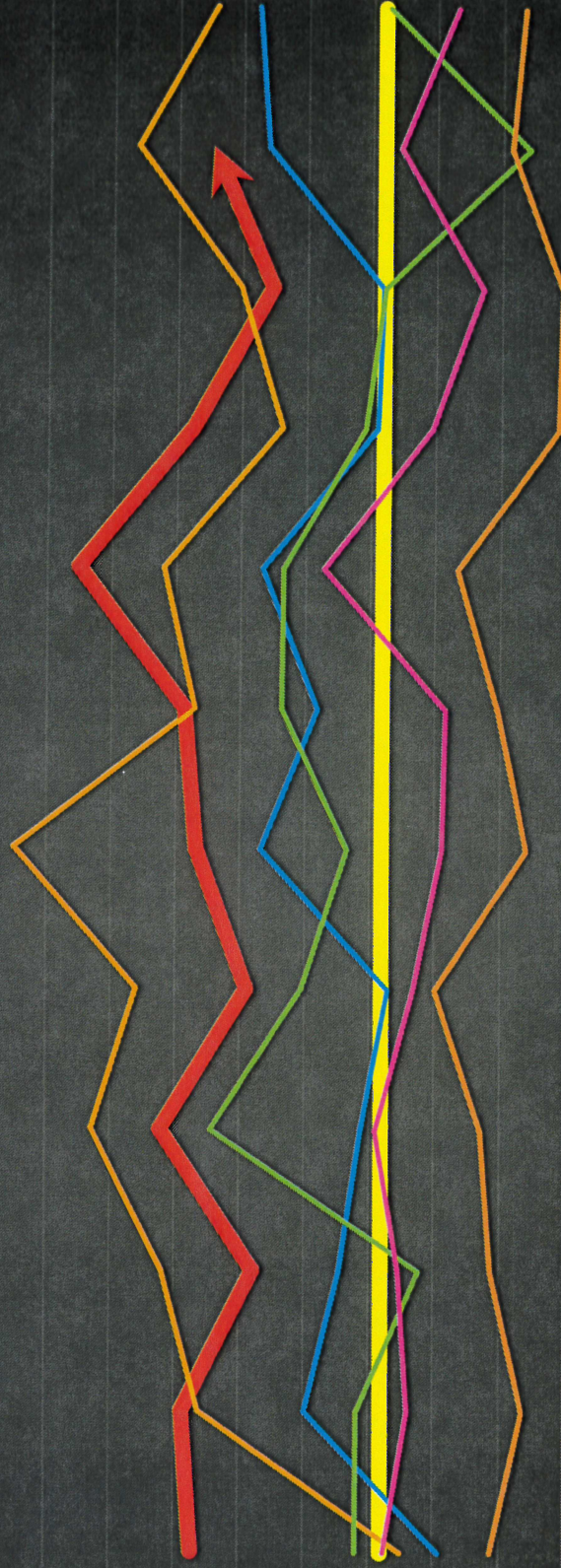
- Finance Reports & Budgets located on Finance Department webpage.
- Manager's Office is reconciled to the bank through April 30th for Main Operating account and the Treasurer's office has the Tax operating account reconciled through April 30th as well.
- Interim Budget due on or before June 1<sup>st</sup> to DFA.
- State Auditor and State Treasurer letter concerning collateralization and insurance of local governments.
- ARPA and LATCF Grant reporting submitted on time to federal government.

**IMPORTANT  
UPDATES**

\$850,000  
 \$800,000  
 \$750,000  
 \$700,000  
 \$650,000  
 \$600,000  
 \$550,000  
 \$500,000  
 \$450,000  
 \$400,000  
 \$350,000  
 \$300,000  
 \$250,000



# Cibola County FY23 Actuals (In Red) GRT Distributions with Contracts & Compensating Tax

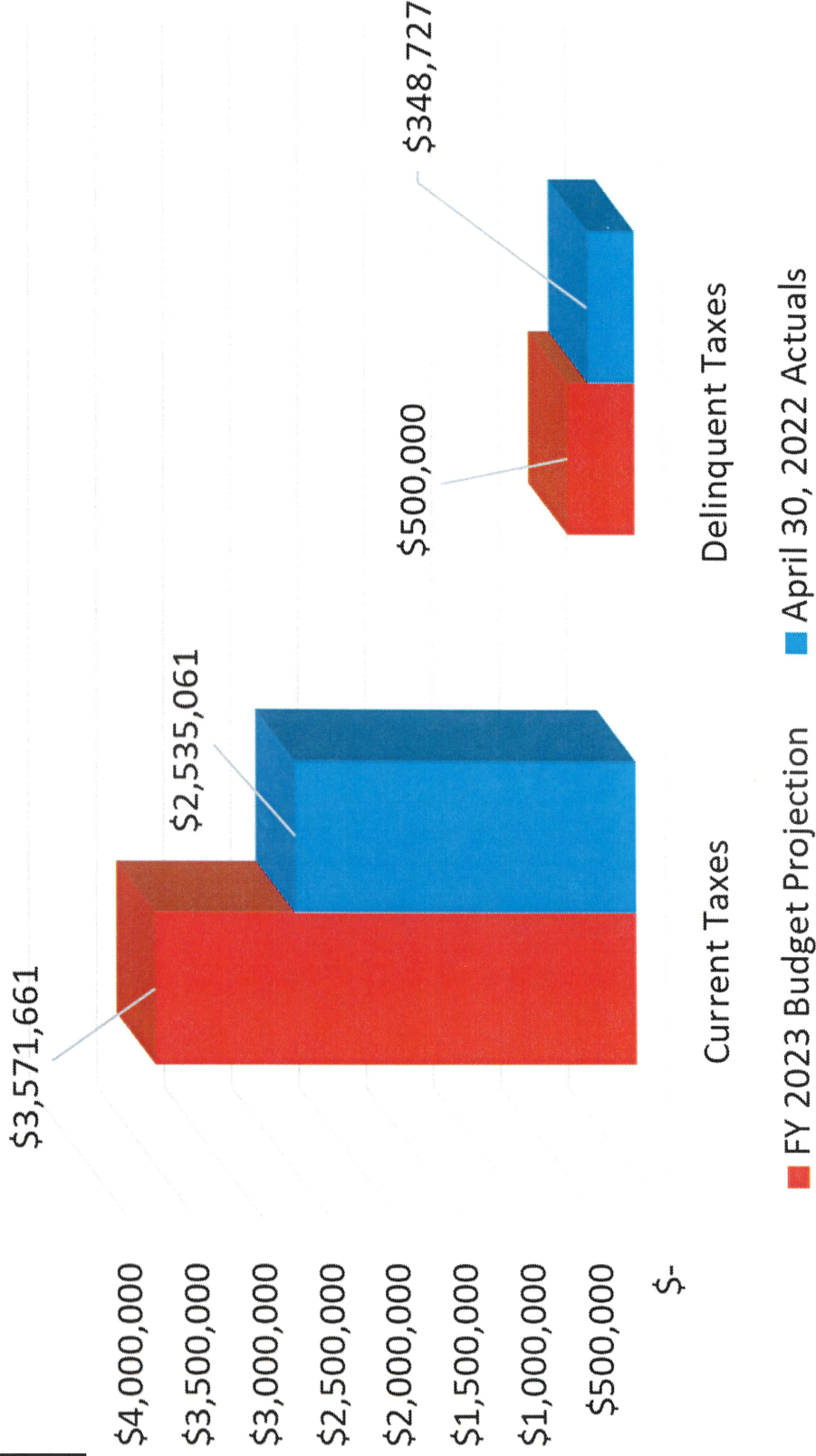


	July	August	September	October	November	December	January	February	March	April	May	June
2023 YTD Actuals	\$536,444	\$544,228	\$489,092	\$561,147	\$494,626	\$533,954	\$543,038	\$625,741	\$536,941	\$476,875	\$523,283	
2023 Budget	\$391,129	\$391,129	\$391,129	\$391,129	\$391,129	\$391,129	\$391,129	\$391,129	\$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
2017 YTD Actuals	\$306,500	\$282,632	\$306,500	\$314,399	\$349,336	\$279,518	\$301,963	\$332,692	\$255,527	\$253,096	\$293,126	\$283,063





# Property Tax Collections





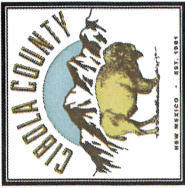
## Cibola County Monthly Report - As of April 30, 2023

Active Funds	Beginning Cash Balance	Beginning Investments (Fund 614 is YTD )	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investments
101 - INVESTMENT FUND	\$0.00	\$5,285,906.98	\$121,371.41	\$0.00	(\$14,996.57)	\$0.00	\$5,392,281.82
401 - GENERAL FUND	\$9,012,458.86	\$0.00	\$6,125,888.63	(\$3,722,759.07)	(\$6,727,366.62)	\$333,464.47	\$5,021,686.27
402 - ROAD	\$814,170.53	\$0.00	\$928,327.02	\$826,419.00	(\$2,585,929.45)	\$46,041.54	\$29,028.64
403 - FARM & RANGE	\$9,899.90	\$0.00	\$0.00	\$0.00	(\$22,523.28)	\$0.00	(\$12,623.38)
406 - INDIGENT	\$459,403.84	\$0.00	\$559,622.07	\$0.00	(\$181,398.03)	\$0.00	\$837,627.88
407 - SAN RAFAEL VFD	\$229,690.84	\$0.00	\$211,844.59	(\$142,460.59)	(\$35,025.75)	\$7,550.29	\$271,599.38
408 - BLUEWATER VFD	\$135,419.50	\$0.00	\$105,912.14	(\$15,691.00)	(\$110,455.74)	\$7,550.29	\$122,735.19
409 - LOBO CANYON VFD	\$186,334.33	\$0.00	\$0.00	\$152,460.59	(\$26,649.41)	\$7,550.29	\$319,695.80
413 - LAGUNA EMS	\$9,745.10	\$0.00	\$13,110.00	\$0.00	(\$5,796.87)	\$0.00	\$17,058.23
415 - PINEHILL EMS	\$9,792.83	\$0.00	\$10,325.00	\$0.00	(\$8,778.78)	\$0.00	\$11,339.05
416 - FENCE LAKE VFD	\$490,625.06	\$0.00	\$63,871.42	\$10,000.00	(\$29,006.65)	\$7,550.29	\$543,040.12
418 - CANDY KITCHEN VFD	\$334,043.34	\$0.00	\$129,376.00	(\$28,195.00)	(\$66,038.70)	\$7,550.29	\$376,735.93
419 - LAGUNA VFD	\$449,068.86	\$0.00	\$593,392.00	\$0.00	(\$180,329.60)	\$7,550.29	\$869,681.55
421 - FENCE LAKE EMS	\$0.00	\$0.00	\$1,500.00	\$0.00	(\$1,033.76)	\$0.00	\$466.24
424 - CUBERO VFD	\$137,319.55	\$0.00	\$201,255.00	(\$3,789.00)	(\$139,341.05)	\$7,550.29	\$202,994.79
425 - CUBERO EMS	\$5,161.04	\$0.00	\$5,000.00	\$0.00	(\$7,911.40)	\$0.00	\$2,249.64
427 - EL MORRO VFD	\$172,599.20	\$0.00	\$64,847.49	\$10,000.00	(\$46,777.21)	\$7,550.29	\$208,219.77
428 - SUPERIOR AMBULANCE	\$8,709.96	\$0.00	\$18,562.00	\$0.00	(\$9,479.82)	\$0.00	\$17,792.14
429-CIBOLA ADMIN EMS	\$0.00	\$0.00	\$1,500.00	\$0.00	(\$1,535.15)	\$0.00	(\$35.15)
435 - CONSOLIDATED DISPATCH	\$337,919.23	\$0.00	\$1,018,791.17	(\$4,000.00)	(\$1,099,196.62)	\$19,974.30	\$273,488.08
438 - DWI GRANT	\$7,141.44	\$0.00	\$71,366.44	\$0.00	(\$21,666.60)	\$0.00	\$56,841.28
439 - DWI DISTRIBUTION	\$81,453.49	\$0.00	\$256,667.21	\$0.00	(\$190,710.22)	\$0.00	\$147,410.48
475 - COUNTY FIRE PROTECTION	\$1,046,419.40	\$0.00	\$210,427.74	(\$60,000.00)	(\$25,351.16)	\$0.00	\$1,171,495.98
500 - CLERK RECORDING/FILING	\$75,210.46	\$0.00	\$33,372.00	\$0.00	(\$14,797.63)	\$0.00	\$93,784.83
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$1,057,668.07	\$0.00	(\$118,887.57)	\$0.00	\$938,780.50
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,646,970.77	\$0.00	(\$233,599.99)	\$0.00	\$1,413,370.78
575 - NMFA LOANS	\$0.00	\$1,969,750.10	\$16,214.97	\$295,793.50	(\$1,664,982.33)	\$0.00	\$616,776.24
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	\$155,140.68	(\$13,286.00)	(\$78,054.92)	\$7,550.25	\$104,254.89
605 - LAW ENFORCEMENT PROTECTION	\$305.98	\$0.00	\$60,000.00	(\$19,997.00)	(\$19,915.12)	\$0.00	\$20,393.86
606 - NIMDOT LOCAL GOV. TRANS. GRANT	\$870,047.47	\$0.00	\$0.00	\$0.00	(\$71,216.45)	\$0.00	\$798,831.02
607 - QUARTZ HILL PROJECT	\$57,802.60	\$0.00	\$39,764.73	\$0.00	(\$5,068.00)	\$0.00	\$92,499.33
614 - DETENTION CENTER	\$27,891.96	\$762,130.36	\$2,447,770.62	\$1,550,000.00	(\$3,720,947.90)	(\$865,918.29)	\$200,926.75
620 - 1% REAPPRAISAL FUND	\$29,708.42	\$0.00	\$64,857.00	\$48,104.57	(\$102,732.64)	\$28.00	\$39,965.35
646 - LG ABATEMENT	\$0.00	\$0.00	\$162,968.05	\$0.00	\$0.00	\$0.00	\$162,968.05
647 - LATCF GRANT	\$0.00	\$0.00	\$3,151,902.50	\$0.00	\$0.00	\$0.00	\$3,151,902.50
648 - TPF COUNTY ROAD GRANTS FUND	\$0.00	\$0.00	\$1,900,000.00	\$0.00	(\$227,298.85)	\$0.00	\$1,672,701.15
649 - AMERICAN RESCUE PLAN ACT	\$2,148,534.39	\$0.00	\$2,590,653.00	\$0.00	(\$1,686,475.89)	\$0.00	\$3,052,711.50
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	\$3,778,412.12	\$1,117,400.00	(\$3,915,150.10)	\$0.00	\$1,039,126.95
TOTALS=	\$17,265,598.39	\$8,017,787.44	\$77,818,651.84	\$0.00	(\$23,396,425.83)	(\$398,457.41)	\$29,307,154.43

# BAR #8 Schedule 22-41A



TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY DEPARTMENT	EXPENDITURE TRANSFER (TO or FROM)	CIBOLA COUNTY ACCOUNT#	DESCRIPTION OF ACCOUNT	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
S	Investments	Expenditure	101-001-401-11261	Service & Admin Charges	\$0.00	\$14,997.00	\$14,997.00	This was penalty on liquidating CD to reinvest in LGIP which is earning more than double the yield @ 4.5584% in March compared to 1.88% Locked in a CDAR's account.
S	Detention	Expenditure	614-100-457-00306	Care of Prisoners - Adults	\$1,858,390.00	\$275,000.00	\$2,133,390.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	Detention	Expenditure	614-100-457-00254	Payments on Agreements - BOP	\$200,000.00	\$200,000.00	\$400,000.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	Detention	Expenditure	614-100-457-00308	Payments on Agreements - ICE	\$1,980,000.00	\$578,000.00	\$2,558,000.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	Detention	Revenue	614-85-380-20003	Revenue on Agreements - BOP	\$200,000.00	\$200,000.00	\$400,000.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	Detention	Revenue	614-85-380-20004	Revenue on Agreements - ICE	\$1,867,500.00	\$578,000.00	\$2,445,500.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	Detention	Revenue	614-86-300-40900	GRT County Correctional Facility (.125)	\$487,040.00	\$100,000.00	\$587,040.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	Detention	Transfer	614-102-499-09401	From 401 to 614	\$1,332,647.00	\$750,000.00	\$2,082,647.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	General Fund	Transfer	401-011-499-09614	From 401 to 614	\$1,332,647.00	\$750,000.00	\$2,082,647.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	Sanitation	Expenditure	401-006-411-00124	Contractual Services	\$220,000.00	\$30,000.00	\$250,000.00	Had overpayments and will expect credit inf FY24. Need to increase based on FY23 actuals.
S	Sanitation	Expenditure	401-006-411-00125	JPA - EGRT 50%	\$83,000.00	\$10,000.00	\$93,000.00	Increase to realign budget authority near actuals due to conservative GRT projection in final budget.
S	Pinehill EMS	Expenditure	415-021-427-00151	Reversion of Funds to State	\$8,778.78	\$9,793.00	\$18,571.78	DOH never submitted carryover approvals or reversion requests. Confirmed the carryover must be reverted. Working with EM to get system in place so reversions don't occur and EMS stay in communication with County
S	Superior Ambulance	Expenditure	428-021-424-00151	Reversion of Funds to State	\$0.00	\$8,710.00	\$8,710.00	DOH never submitted carryover approvals or reversion requests. Confirmed the carryover must be reverted. Working with EM to get system in place so reversions don't occur and EMS stay in communication with County
S	Laguna EMS	Expenditure	413-021-425-00151	Reversion of Funds to State	\$0.00	\$9,746.00	\$9,746.00	DOH never submitted carryover approvals or reversion requests. Confirmed the carryover must be reverted. Working with EM to get system in place so reversions don't occur and EMS stay in communication with County
S	San Rafael	Transfer	407-019-499-09409	From 407 to 409	\$105,875.00	\$46,586.00	\$152,461.00	Needed to transfer an additional amount owed from prior year
S	Bluewater	Revenue	408-30-300-26100	Refunds	\$0.00	\$60.00	\$60.00	Miscellaneous refund came in from Sacred Wind Internet



## Monthly Question

What were the proceeds of the Series 2014 B Bonds used for?

- A – To build the Detention Center
- B – To renovate the old National Guard Armory into the NEW Public Safety Building
- C – To purchase the Tire Shop in front of they County Complex
- D – To refinance outstanding hospital loan debt and to renovate the strip mall on 700 East Roosevelt Ave. into the current County Complex Building

### ANSWER IS - D

1. The Series 2014 B Bonds were used to renovate the strip mall on 700 East Roosevelt Ave. into the current County Complex Building. These bonds have been refunded a few times and originated in the 90's as the Hospital Lien Bonds. They have since been paid down, remaining debt rolled over (refunded), and additional proceeds were added in 2014 to create the proceeds needed to construct the new County Complex we are in today.

# The End

# Questions?



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# **Slide Outline and Notes of Cibola County Finance Report**

## **From July 1, 2022 through April 30, 2023 Finance Report**

**Commission Meeting May 25, 2022**

**Finance Report Cover Page**

**Cibola County Updates**

- Finance Reports & Budgets located on Finance Department webpage.
- Manager's Office is reconciled to the bank through April 30th for Main Operating account and the Treasurer's office has the Tax operating account reconciled through April 30th as well. Well done to our accounting staff in the manager's office and Treasurer's Office.
- Interim Budget due on or before June 1<sup>st</sup> to DFA. We have the interim ready for approval this evening. We recommend approval for the interim budget as it allows us to be able to start purchasing as of July 1<sup>st</sup> and gives the county a chance to finalize and ensure a balanced budget for our recurring expenditures, net transfers and revenues. We will hold a public hearing for the final budget as well as possibly take considerations of funding outside agencies.
- State Auditor and State Treasurer letter concerning collateralization and insurance of local governments. Cibola County is currently fully insured/collateralized with all our current bank accounts and investments so if there is a bank collapse, county funds are protected. The county has been proactive in this practice since 2018 which is nice because we do not have to react now.
- ARPA and LATCF Grant reporting submitted on time to federal government. We are in good standing.

### **GRT Tracker**

Here is our Gross Receipts history and the red line designates this fiscal year's GRT up through May of 2023. Our GRT is very strong compared to FY17 through

Our budgeted projection is that bold straight yellow line.

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

### **Our GRT is Broken Down by Increments and are dedicated by ordinance:**

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

The Environmental GRT pays the Northern New Mexico solid waste authority

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

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

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

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

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

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

### **GRT Tracker – All Entities**

This slide is to show how the County's GRT compares to our surrounding municipalities. We are all trending upwards.

### **Property Taxes**

Property tax collections have been coming in as expected and we expect our budgeted amounts by fiscal year end. We are on track to meet our projected budget. I spoke with the Deputy Treasurer and collections in May are well over another \$1,000,000 which will be recorded in June.

### **April 30, 2023 - Monthly Report**

Here is our April 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 are not dipping into them. Our general fund is in great shape and we are strong with operating cash to supporting our recurring expenditures.

The **orange** highlighted cell has new meaning to us now. It is actually a separate bank account that collects our federal administration fees and has been growing since 2018. I was thinking it was our flow through account for our ICE and US Marshals funding that we pass on to Core Civic but actually it is a service fee we charge for acting as an agency flow through. The manager's direction is to put into the general fund to be used for general purposes.

In **blue** highlight our transfers equal zero which is mandatory, located in the yellow highlighted cell.

Highlighted in **yellow** are 2 fund deficits. The Farm and Range Fund Deficit is due to a timing of cash flow. We should receive the Taylor Grazing Fees in June so that deficit should be corrected by year end. If not we will need to supplement with general fund dollars. The other deficit in the Cibola Admin EMS is an incorrect posting and has been fixed during May so this will go away. That charge belonged in the Fire Marshal Fund.

The **pink** highlighted cell shows the current reversion amount back to the general fund before year end. YAY!

The **green** highlighted adjustments are Accounts Payable for Insurance and to back out AP to get to Cash.

This recap is developed using three reports:

The pooled cash report gives what our beginning and ending cash balances should be. This should be reconciled top your bank statements every month.

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. This should also reconcile to your bank statements.

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

#### **BAR #8 Schedule 23-27A**

The purpose for these adjustments are listed on the right side of the form. These adjustments are all increases, which will also require DFA approval.

#### **Monthly Question**

What were the proceeds of the Series 2014 B Bonds used for?

A – To build the Detention Center

B – To renovate the old National Guard Armory into the NEW Public Safety Building

C – To purchase the Tire Shop in front of they County Complex

D – To refinance outstanding hospital loan debt and to renovate the strip mall on 700 East Roosevelt Ave. into the current County Complex Building

#### **ANSWER IS - D**

1. The Series 2014 B Bonds were used to renovate the strip mall on 700 East Roosevelt Ave. into the current County Complex Building. These bonds have been refunded a few times and originated in the 90's as the Hospital Lien Bonds. They have since been paid down, remaining debt rolled over (refunded), and additional proceeds were added in 2014 to create the proceeds needed to construct the new County Complex we are in today.

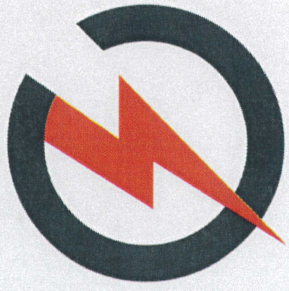
**The End – Questions from governing body**



# 9a. Presentation

## USDA Community Connect Grant

Donna Venable and Daniel Stokes-CDEC



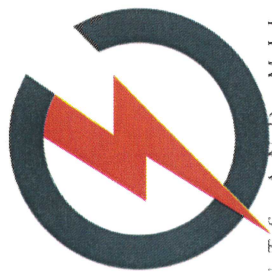
# REDBOLT

**BROADBAND**      POWERED BY CDEC

Background and project Funding

Presented by Danny Stokes, Jr Telecommunications Manager

Donna Venable, Regulatory and Rate Manager



# RED BOLT

## BROADBAND

POWERED BY CDEC

GRANTS AND MILAN FUNDED BY TAX CREDIT THROUGH NEW MEXICO  
FINANCE AUTHORITY

BLUEWATER VILLAGE, SAN RAFAEL AND CANTINA ACRES SELF FUNDED



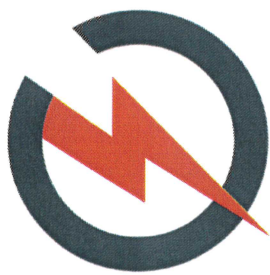


**REDBOLT**  
BROADBAND

POWERED BY CDEC

SEBOYETA - CIBOLA COUNTY ARPA



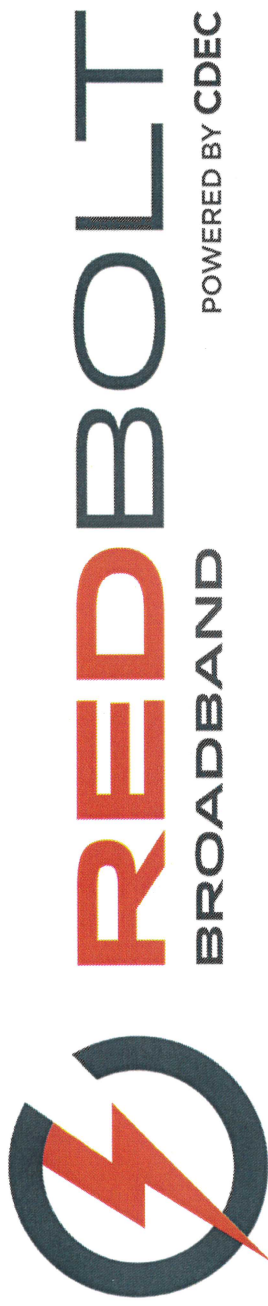


**RED BOLT**  
BROADBAND

POWERED BY CDEC

SAN MATEO - CIBOLA COUNTY ARPA





# LA JARA SUBDIVISION AND OSO RIDGE USDA RE-CONNECT ROUND 2





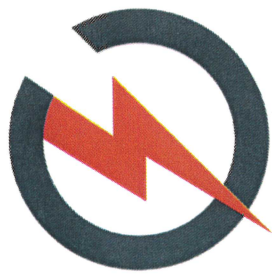
# RED BOLT

BROADBAND

POWERED BY CDEC

SAN MATEO USDA RE-CONNECT ROUND 3



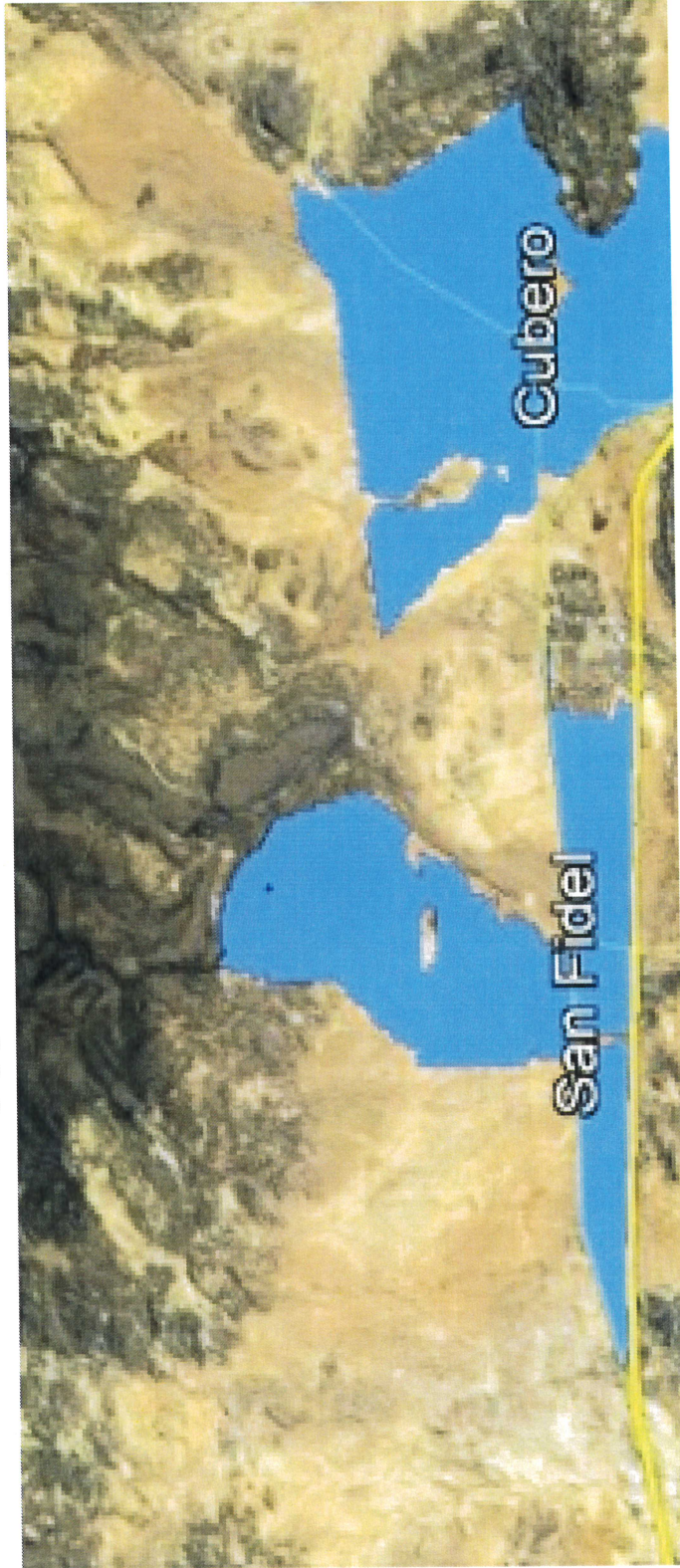


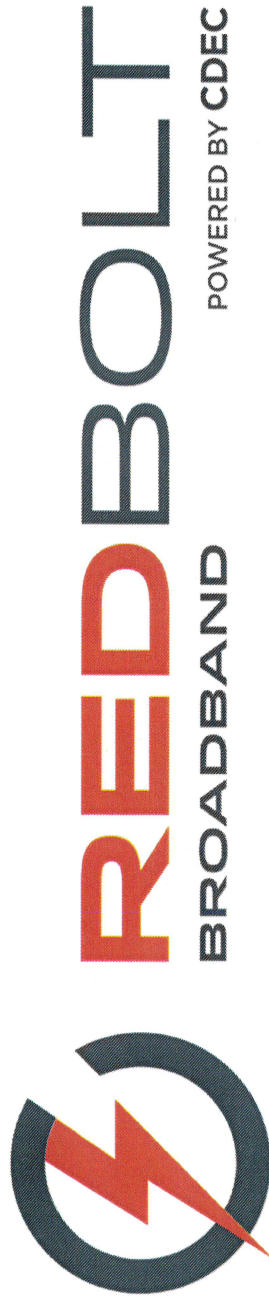
# REDBOLT

**BROADBAND**

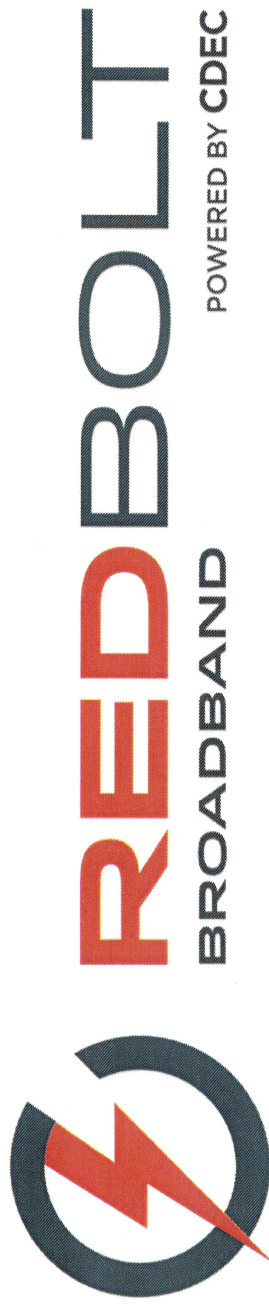
POWERED BY CDEC

CUBER AND SAN FIDEL  
USDA RE-CONNECT ROUND 3





- Communities in Cibola County:
- Grants and Milan financed with a Tax Credit through New Mexico Finance Authority \$15,000,000,
- San Rafael, Cantina Acres, Bluewater Village self funded by CDEC \$9,475,702
- Seboyeta funded by Cibola County ARPA ~\$650,000
- Oso Ridge and La Jara Subdivision funded by Re-Connect Grant \$1.2M with 25% match by CDEC, \$395,000
- San Fidel, Cubero, and part of San Mateo funded by Re-Connect 100% Grant, \$3.2M
- The rest of San Mateo funded by Cibola County ARPA and Rural Digital Opportunity Fund (RDOF) ~\$650,000



## Upcoming Grant Opportunities for expansion in Cibola County

USDA – ReConnect – Round 5 – Notice of Funding Fall or Winter 23  
talking to the Pueblo of Laguna – combine with RDOF

**Community Connect Grant** – USDA Grant for up to \$5 million with 15% match. Requires a community facility, up to 10 computers with staff to provide mentoring. Also requires ISP to provide free internet to the community facility and Fire Station for 2 years

Socorro Electric Cooperative has agreed to allow CDEC to attach fiber to their electric system



# REDBOLT

BROADBAND

POWERED BY CDEC

## Community Connect Grant

Cost to run fiber from Highway 53 to Fence Lake through Candy Kitchen

\$1,564,000

Cost to run fiber to every household and business in Fence Lake

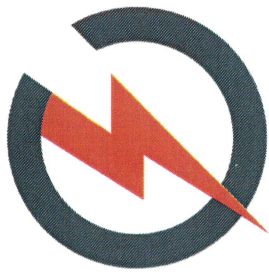
\$3,453,750

Total Project Cost

\$5,017,750

Matching funds required (15%)

\$752,663

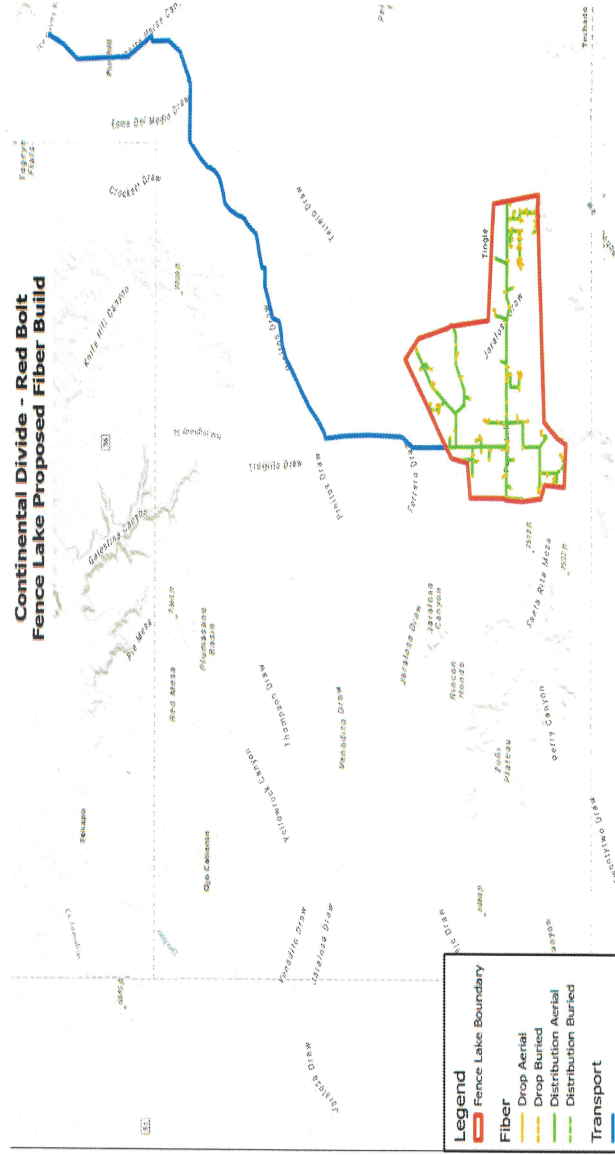


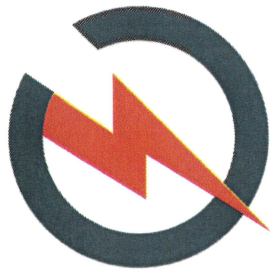
# REDBOLT

## BROADBAND

POWERED BY CDEC

### Community Connect Grant Proposal





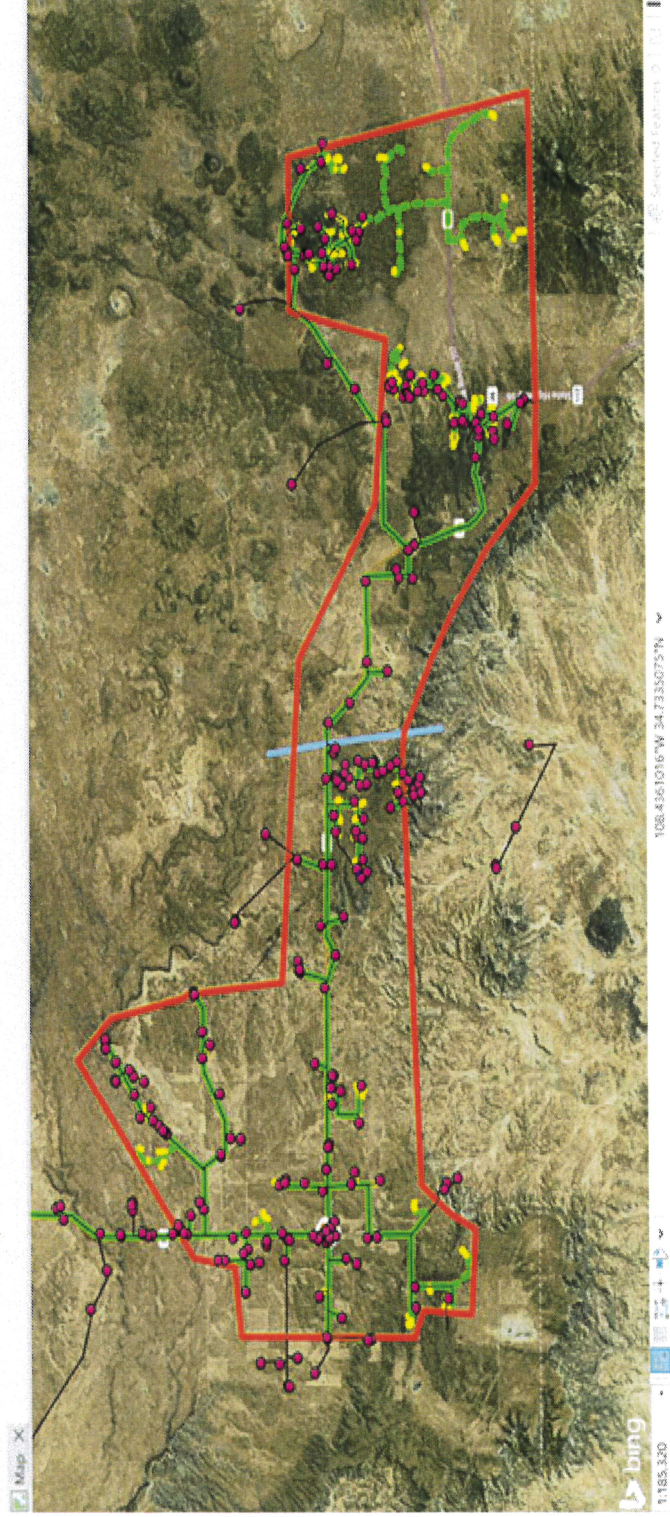
# REDBOLT

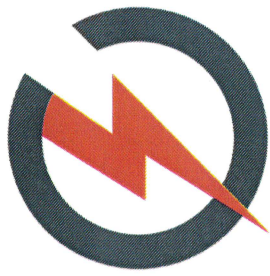
## BROADBAND

POWERED BY CDEC

Community Connect Grant – extension to Highway 117 junction

Additional cost \$3 M





**REDBOLT**  
**BROADBAND** POWERED BY CDEC

What we need from Cibola County

Resolution for matching funds

Letter of Support from Anchor Institute

Space in the Community Center (grant will include money for cameras and  
furniture if needed)



# 10a. New Business

## Community Connect Grant

Request for 15% Match Funds

## EXAMPLE FORM

### MATCHING FUNDS & CREDIT SUPPORT – INVESTOR PLEDGE FORM

May 25, 2023

From:

**(insert name)**  
**(insert address)**

To:

ABC Company  
address

---

I, \_\_\_\_\_ hereby pledge an investment in the sum of \$\_\_\_\_\_ (USD) to ABC Company and to be made available at the time of the award of a Rural Utilities Service 2023 Community Connect Grant for the deployment of broadband services.

The pledged funds will be deposited into a ABC Company's account in the event that the company is successful in obtaining the Community Connect Grant and at the direction of Rural Utilities Service. Hence; I pledge this amount is available immediately to meet the Rural Utilities Service grant requirements necessary to satisfy the cash flow, operating and cash matching funds per the USDA Community Connect Grant program requirements. Evidence of available funds is enclosed.

Sincerely,

---

(Signature)  
Print Full Name



# 10b. New Business

## Resolution 23-30

FY24 Interim Budget

# Cibola County

700 E. Roosevelt Ave., Suite 50

Grants, New Mexico 87020

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



Kate Fletcher  
County Manager

## Cibola County Commission

Daniel J. Torrez, Chairman

Martha Garcia, 1<sup>st</sup> Vice-Chair

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

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

## Resolution No. 2023-30

### **2023-2024 INTERIM OPERATING BUDGET RESOLUTION**

**For the Fiscal Year Ending June 30, 2024**

**WHEREAS**, the Board of Commissioners for the County of Cibola of the State of New Mexico, has developed an interim operating budget for fiscal year 2023-2024; and

**WHEREAS**, the interim operating budget was developed on the basis of need and through cooperation with all Elected Officials, Department Managers, and the public; and

**WHEREAS**, it is the opinion of the Board of Commissioners that the proposed interim operating budget meets the requirements as currently determined for fiscal year 2023-2024.

**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**, hereby adopts and approves the interim operating budget hereinafter described as Attachment "2023-30A" and respectfully requests approval from the Local Government Division of the Department of Finance and Administration of the State of New Mexico.

**PASSED, APPROVED and ADOPTED** by the governing body at a regular meeting on the 25th day of May 2023.

## **THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Daniel Torrez, Chairman

\_\_\_\_\_  
Martha Garcia, 1<sup>st</sup> Vice-Chair

\_\_\_\_\_  
Christina Lowery, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Robert Windhorst, Commissioner

\_\_\_\_\_  
Ralph Lucero, Commissioner

## **ATTEST:**

\_\_\_\_\_  
Michelle E Dominguez, County Clerk

# Cibola County - FY24 Interim Budget - Attachment 2023-30A



Active Funds	Investments	Beginning Cash	Revenues	Transfers	Expenditures	Ending Cash Balance
101 - INVESTMENT FUND	\$5,400,000.00	\$0.00	\$175,000.00	\$0.00	\$0.00	\$5,575,000.00
401 - GENERAL FUND	\$0.00	\$9,745,443.00	\$9,459,937.00	(\$232,545.00)	(\$10,136,121.09)	\$8,836,713.91
402 - ROAD	\$400,000.00	\$0.00	\$2,261,513.00	\$213,949.00	(\$2,475,462.00)	\$400,000.00
403 - FARM & RANGE	\$0.00	\$0.00	\$10,000.00	\$15,000.00	(\$25,000.00)	\$0.00
406 - INDIGENT	\$0.00	\$500,000.00	\$673,859.00	\$0.00	(\$44,656.00)	\$1,129,203.00
407 - SAN RAFAEL VFD	\$0.00	\$225,000.00	\$211,750.00	(\$105,875.00)	(\$325,828.00)	\$5,047.00
408 - BLUEWATER VFD	\$0.00	\$60,000.00	\$105,900.00	(\$25,750.00)	(\$103,078.00)	\$37,072.00
409 - LOBO CANYON VFD	\$0.00	\$300,000.00	\$0.00	\$105,875.00	(\$370,228.00)	\$35,647.00
413 - LAGUNA EMS	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
415 - PINEHILL EMS	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
416 - FENCE LAKE VFD	\$0.00	\$500,000.00	\$63,900.00	\$0.00	(\$7,928.00)	\$555,972.00
418 - CANDY KITCHEN VFD	\$0.00	\$340,000.00	\$129,400.00	(\$38,250.00)	(\$430,578.00)	\$572.00
419 - LAGUNA VFD	\$0.00	\$859,607.00	\$383,092.00	\$0.00	(\$1,242,699.00)	\$0.00
421 - FENCE LAKE EMS	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00
424 - CUBERO VFD	\$0.00	\$170,000.00	\$96,000.00	\$0.00	(\$77,678.00)	\$188,322.00
425 - CUBERO EMS	\$0.00	\$0.00	\$5,000.00	\$0.00	(\$5,000.00)	\$0.00
427 - EL MORRO VFD	\$0.00	\$215,000.00	\$64,000.00	(\$12,000.00)	(\$215,928.00)	\$51,072.00
428 - SUPERIOR AMBULANCE	\$0.00	\$14,000.00	\$20,300.00	\$0.00	(\$34,300.00)	\$0.00
429 - CIBOLA ADMIN EMS	\$0.00	\$1.00	\$5,000.00	\$0.00	(\$5,001.00)	\$0.00
435 - CONSOLIDATED DISPATCH	\$0.00	\$300,000.00	\$1,264,783.00	(\$4,000.00)	(\$1,368,947.00)	\$191,836.00
438 - DWI GRANT	\$0.00	\$56,842.00	\$40,000.00	\$0.00	(\$40,000.00)	\$56,842.00
439 - DWI DISTRIBUTION	\$0.00	\$100,000.00	\$326,670.00	\$0.00	(\$308,364.00)	\$118,306.00
475 - COUNTY FIRE PROTECTION	\$0.00	\$1,200,000.00	\$311,809.00	\$0.00	(\$349,316.00)	\$1,162,493.00
500 - CLERK RECORDING/FILING	\$0.00	\$75,000.00	\$37,500.00	\$0.00	(\$75,000.00)	\$37,500.00
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$1,350,335.00	(\$771,087.00)	(\$579,248.00)	\$0.00
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,818,787.00	(\$1,046,404.00)	(\$772,383.00)	\$0.00
575 - NMFA LOANS	\$50,000.00	\$0.00	\$0.00	\$113,300.00	\$0.00	\$163,300.00
603 - EMERGENCY MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
604 - FIRE MARSHAL	\$0.00	\$60,000.00	\$99,000.00	(\$13,300.00)	(\$136,328.00)	\$9,372.00
605 - LAW ENFORCEMENT PROTECTION	\$0.00	\$0.00	\$119,000.00	(\$20,000.00)	(\$99,000.00)	\$0.00
606 - NMIDOT LOCAL GOV. TRANS. FUND	\$0.00	\$798,831.00	\$0.00	\$41,460.24	(\$840,291.24)	\$0.00
607 - QUARTZ HILL PROJECT	\$0.00	\$89,960.00	\$467,233.00	\$14,662.00	\$0.00	\$571,855.00
614 - DETENTION CENTER	\$0.00	\$0.00	\$3,754,659.00	\$1,744,737.00	(\$5,499,396.00)	\$0.00
620 - 1% REAPPRAISAL FUND	\$0.00	\$0.00	\$45,000.00	\$0.00	(\$45,000.00)	\$0.00
647 - LATCF GRANT	\$0.00	\$3,151,902.00	\$3,151,902.50	\$0.00	(\$3,000,000.00)	\$3,303,804.50
648 - 648 TPF - COUNTY ROADS	\$0.00	\$1,600,000.00	\$1,187,500.00	\$165,369.96	(\$2,952,869.96)	\$0.00
649 - AMERICAN RESCUE PLAN ACT	\$0.00	\$2,714,023.00	\$0.00	\$0.00	(\$2,714,023.00)	\$0.00
650 - NMFA COMP. GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
651 - CAPITAL OUTLAY PROJECTS	\$0.00	\$0.00	\$190,271.20	(\$145,142.20)	(\$45,129.00)	(\$0.00)
TOTALS=	\$5,850,000.00	\$23,096,509.00	\$27,829,100.70	(\$0.00)	(\$34,324,780.29)	\$22,450,829.41
Investments Plus Cash=	\$28,946,509.00					

ATTEST:  
County Clerk

Date

Board Chairman

Date



# 10c. New Business

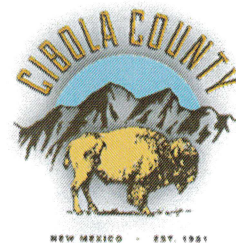
## Resolution 23-27

FY23 BAR# 8

**Cibola County Commission**

Daniel J. Torrez, Chairman  
Martha Garcia, 1<sup>st</sup> Vice-Chair  
Christine Lowery, 2<sup>nd</sup> 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. 2023-27 BAR #8**

**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 2023 – 27A* 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 25th day of May, 2023.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Daniel Torrez, Chairman

\_\_\_\_\_  
Martha Garcia, 1<sup>st</sup> Vice-Chair

\_\_\_\_\_  
Dr. Christina Lowery, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Robert Windhorst, Commissioner

\_\_\_\_\_  
Ralph Lucero, Commissioner

**ATTEST:**

\_\_\_\_\_  
Michelle E Dominguez, County Clerk

ENTITY NAME: Cibola County  
FISCAL YEAR: FY 2022-23  
RESOLUTION #: 2023-27  
BAR SCHEDULE: 2023-27A

TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY DEPARTMENT	REVENUE		CIBOLA COUNTY ACCOUNT#	DESCRIPTION OF ACCOUNT	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
		EXPENDITURE	TRANSFER (TO or FROM)						
S	Investments	Expenditure		101-001-401-11261	Service & Admin Charges	\$0.00	\$14,997.00	\$14,997.00	This was penalty on liquidating CD to reinvest in LGIP which is earning more than double the yield @ 4.5584% in March compared to 1.88% Locked in a CDAR's account.
S	Detention	Expenditure		614-100-457-00306	Care of Prisoners - Adults	\$1,858,390.00	\$275,000.00	\$2,133,390.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	Detention	Expenditure		614-100-457-00254	Payments on Agreements - BOP	\$200,000.00	\$200,000.00	\$400,000.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	Detention	Expenditure		614-100-457-00308	Payments on Agreements - ICE	\$1,980,000.00	\$578,000.00	\$2,558,000.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	Detention	Revenue		614-85-380-20003	Revenue on Agreements - BOP	\$200,000.00	\$200,000.00	\$400,000.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	Detention	Revenue		614-85-380-20004	Revenue on Agreements - ICE	\$1,867,500.00	\$578,000.00	\$2,445,500.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	Detention	Revenue		614-86-300-40900	GRT County Correctional Facility (.125)	\$487,040.00	\$100,000.00	\$587,040.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	Detention	Transfer		614-102-499-09401	From 401 to 614	\$1,332,647.00	\$750,000.00	\$2,082,647.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	General Fund	Transfer		401-011-499-09614	From 401 to 614	\$1,332,647.00	\$750,000.00	\$2,082,647.00	Hard to predict and very random, so we need to realign budget authority to actuals
S	Sanitation	Expenditure		401-006-411-00124	Contractual Services	\$220,000.00	\$30,000.00	\$250,000.00	Had overpayments and will expect credit inf FY24. Need to increase based on FY23 actuals.
S	Sanitation	Expenditure		401-006-411-00125	JPA - EGRT 50%	\$83,000.00	\$10,000.00	\$93,000.00	Increase to realign budget authority near actuals due to conservative GRT projection in final budget
S	Pinehill EMS	Expenditure		415-021-427-00151	Reversion of Funds to State	\$8,778.78	\$9,793.00	\$18,571.78	DOH never submitted carryover approvals or reversion requests. Confirmed the carryover must be reverted. Working with EM to get system in place so reversions don't occur and EMS stay in communication with County
S	Superior Ambulance	Expenditure		428-021-424-00151	Reversion of Funds to State	\$0.00	\$8,710.00	\$8,710.00	DOH never submitted carryover approvals or reversion requests. Confirmed the carryover must be reverted. Working with EM to get system in place so reversions don't occur and EMS stay in communication with County
S	Laguna EMS	Expenditure		413-021-425-00151	Reversion of Funds to State	\$0.00	\$9,746.00	\$9,746.00	DOH never submitted carryover approvals or reversion requests. Confirmed the carryover must be reverted. Working with EM to get system in place so reversions don't occur and EMS stay in communication with County
S	San Rafael	Transfer		407-019-499-09409	From 407 to 409	\$105,875.00	\$46,586.00	\$152,461.00	Needed to transfer an additional amount owed from prior year
S	Bluewater	Revenue		408-30-300-26100	Refunds	\$0.00	\$60.00	\$60.00	Miscellaneous refund came in from Sacred Wind Internet



# 10d. New Business

## IFB#2023-002

CR-18b Pre-Manf. Bridge

BID RESULTS - COMBINED											
CIBOLA COUNTY, NEW MEXICO COUNTY ROAD 118 BRIDGE REPLACEMENT						ENGINEER'S ESTIMATE			TrueNorth Steel, Inc.		Bridge Brothers Inc.
SPEC	SPEC	NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT		PRICE	AMOUNT	AMOUNT
1	SPECIAL		PREFABRICATED VEHICULAR STEEL BRIDGE, CIP	LS	1	\$ 275,000.00	\$ 275,000.00		\$ 215,704.00	\$ 215,704.00	\$ 417,612.00
BID SUBTOTAL							\$ 275,000.00			\$ 215,704.00	\$ 417,612.00
NMGR (6.6875%)							\$ 18,390.63			\$ 14,425.21	\$ 27,927.80
PROJECT TOTAL							\$ 293,390.63			\$ 230,129.21	\$ 445,539.80



# 10e. New Business

## IFB#2023-003

CR-18b Bridge Replacement General Contractor



# 10f. New Business

## Memorandum of Understanding (MOU)

Between Cibola DWI & 13<sup>th</sup> Judicial District  
Drug Court

MEMORANDUM OF UNDERSTANDING  
Between  
Cibola DWI Compliance Program

This Memorandum of Understanding (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_, 2023 between Cibola County/13<sup>th</sup> Judicial District Adult Treatment Court and Drug Court and the above-stated collaborating parties.

WHEREAS, the purpose of this Agreement is to establish the roles, responsibilities and expectations of the parties noted above to endorse the mission, goals, objectives and best practice standards of the New Mexico Drug Courts, as defined by the New Mexico Drug Court Standards:

WHEREAS, the Cibola County Adult Treatment Court adheres to the 10 key components of drug courts and follow Best Practice Standards as defined by National Association of Drug Court Professionals (Volumes I and II);

WHEREAS, the Cibola County Adult Treatment Court reduces criminal recidivism by providing assessment, education, and treatment to substance dependent and/or co-occurring criminal offender populations;

WHEREAS, the Cibola County Adult Treatment Court is able to provide an alternative to traditional criminal justice system case processing with appropriate substance use and mental health treatment and other recovery support services;

WHEREAS, the Cibola County Adult Treatment Court closely monitors participants’ recovery with frequent drug testing, court appearances, and other program requirements;

WHEREAS, the Cibola County Adult Treatment Court requires strict accountability from program participants and imposes immediate sanctions for unacceptable behavior to promote long-term recovery and stability;

WHEREAS, the Cibola County Adult Treatment Court reallocates resources to provide an effective alternative to traditional prosecution and incarceration of non-violent/non-sex felony level offenders;

WHEREAS, the Cibola County Adult Treatment Court reduces costs within the Cibola County criminal justice system;

WHEREAS, the Cibola County Adult Treatment Court complies with all applicable federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and including those laws, rules and regulations that prohibit the release of records relating to participant drug and alcohol treatment information except in very limited circumstances as described in 42 CFR Part 2. This program follows all of the Confidentiality Guidelines from the New Mexico Drug Court Standards, Appendix C (Attached);

WHEREAS, the Cibola County Adult Treatment Court and the collaborating parties noted above work collaboratively to provide community data to inform policy and program development in Cibola County;

NOW THEREFORE, the Cibola County Adult Treatment Court and collaborating parties mutually agree as follows:

**I. Responsibilities of Thirteenth Judicial District Court-Cibola:**

- a. Provides a dedicated District Court Judge with knowledge of drug court policies and procedures.
- b. Provides a back-up judge.
- c. Provides a dedicated courtroom and separate calendar for weekly or bi-weekly status review hearings.
- d. Provides a Program Manager and additional court personnel to effectively manage the daily operations of the court program.
- e. Provides leadership in promoting the principles of the drug court model in the community.

**Responsibilities of the Cibola County DWI Compliance Program:**

A compliance officer actively monitors drug court participants outside of the drug court setting including conducting home and job visits. All client contact is documented and visits logged to help encourage positive participant behavior.

- a. Assign dedicated community correction officer(s) to supervise drug court participants residing in Cibola County.
- b. Participate in drug court pre-court staff meetings, status hearings, and other activities.
- c. Receives formal orientation and training administered by previously trained drug court team members (or other experts) within 60 days of joining the team. Continues to present information and/or participate in on-going cross training to remain knowledgeable about behavioral health field, drug testing and drug trends, laws, cultural issues, behavior modification for target population and overall best practices in the drug court model.
- d. Includes funding in base budgets for training of drug court staff.
- e. Conducts criminogenic risk needs assessment and assessments on-going and ensure that case plan is developed and modified based upon the assessments.
- f. Attends and participates in pre-court staff meetings and status hearings by providing weekly (at a minimum) written and/or verbal reports on participants' progress and compliance with conditions of probation and other obligations imposed by drug court, making recommendations for prompt incentives and sanctions in response to client behavior, and identifying supervision and ancillary services needed.
- g. Coordinates the utilization of community-based services such as health and mental health services, victims' services, housing, entitlements, transportation, education, vocational training, job skills training, and job placement to provide a strong foundation for recovery.

- h. Maintains up-to-date record of participant performance and files violation reports when necessary.
- i. Contributes to the team's efforts in the community education and local resource acquisition.
- j. Contributes to the education of peers, colleagues, and judiciary in the efficacy of drug courts.
- k. Assigned to the drug court for a minimum of 2 years to ensure stability and continuity of day-to-day operations and strengthen collaborative relationships between the key professionals.
- l. Can apply certain sanctions between court sessions, with agreement of judge.

**Consent and Understanding:**

This agreement contains a complete and integrated understanding of the agreement between the parties and any understandings, agreement or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by all parties.

**Effective Date:**

This Agreement shall commence on the date first stated above with review every 2 years, and shall continue until any party submits written notification of its intent to terminate the memorandum of understanding, sixty (60) days in advance.

**IN WITNESS THEREOF, Cibola County/13<sup>th</sup> Judicial District Adult Treatment/Drug Court and Collaborating Parties have executed this Agreement.**

**Accepted for Cibola County/13<sup>th</sup> Judicial District Adult Treatment Court:**

\_\_\_\_\_  
Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Manager

\_\_\_\_\_  
Date

**APPROVED, ADOPTED, AND PASSED** on this 25th day of May, 2023.

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF CIBOLA**

\_\_\_\_\_  
Daniel Torrez, Chair

\_\_\_\_\_  
Martha Garcia, 1<sup>st</sup> Vice-Commissioner

\_\_\_\_\_  
Christine Lowery, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Robert Windhorst, Commissioner

\_\_\_\_\_  
Ralph Lucero, Commissioner

ATTEST:

\_\_\_\_\_  
Michelle E. Dominguez  
Cibola County Clerk



# 10g. New Business Intergovernmental Agreement (IGA)

Between Cibola County & The Pueblo of Acoma  
Housing of Inmates



INTERGOVERNMENTAL AGREEMENT  
BETWEEN CIBOLA COUNTY  
AND THE PUEBLO OF ACOMA FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", a political subdivision of the State of New Mexico, and the Pueblo of Acoma, hereinafter referred to as "Acoma," a federally recognized Indian tribe.

RECITALS

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

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail

administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

**WHEREAS**, the Pueblo of Acoma has requested that the County of Cibola assist with the housing of the Pueblo's inmates.

**NOW THEREFORE** the parties hereby agree as follows:

## **AGREEMENT**

### **A. Scope of Responsibilities**

1. **Pueblo Inmate.** Cibola agrees to confine and house individuals, who are over the age of eighteen (18), arrested by Federal and/or Pueblo Law Enforcement Officers for violation of Federal or Pueblo laws or who are sentenced to detention or confinement by the Pueblo of Acoma or Federal Courts (hereinafter "Pueblo Inmates") subject to the terms and restrictions of this Agreement, at the Detention Center where Cibola County houses inmates ("Facility"). Cibola will not confine potential inmates referred for "detox" or any form of "protective custody".
2. **Acceptance of Municipal Inmate.** The admission to the Facility of a Municipal Inmate is dependent upon:
  - i. Cibola will be responsible for the care, custody, and control of inmates after such time that the inmates are delivered and accepted to the Facility's custody, along with the necessary paperwork.
  - ii. Available Space.
  - iii. Full Compliance with Section A (4) of this Agreement.
3. **Standards of Care.** It shall be the responsibility of Cibola, through its current jail contractor to confine and supervise municipal inmates at the Facility. Cibola, through its contractor, shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.
4. **Medical Services.**
  - a. Acoma will furnish to the Facility a Health Status Transfer Form. The Facility will not accept the Pueblo's Inmates if they do not clear the Facility's initial medical assessment. It is the responsibility of Acoma to transport and obtain medical or psychological treatment for those persons in the custody of Acoma who have not been accepted by the Facility.

- b. Acoma will be responsible for authorized on and off-site medical expenses incurred, and will reimburse the Cibola for expenses upon invoice.
- c. Acoma will be responsible for on and off-site emergency medical expenses incurred, and will reimburse Cibola for expenses upon invoice.
- d. Notification for emergency situations will be made by the Facility as soon as possible by means of an ER/Hospitalization Reporting Form.
- e. Cibola will contact the Pueblo of Acoma for prior written authorization for any inmate requiring off-site, non-emergency, medical attention by using an Off-Site Healthcare Referral Form.

**5. Transportation**

**a. Responsibilities of Acoma.**

- i. Transporting inmates to the Facility.
- ii. Returning inmates who are not accepted into the Facility.

**b. Responsibilities of Cibola.**

- i. Return to Acoma.
- ii. Transport to Court when requested by Acoma.

**6. Prison Rape Elimination Act of 2003**

- a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

**B. Compensation**

- a. Acoma agrees to pay Cibola at the rate of seventy-one dollars (\$71.00) per day per inmate.
  - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
  - ii. A partial day will be considered a full day.
  - iii. Medical services may be billed separately.
  - iv. Acoma agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
  - v. Any charges billed to Acoma, not belonging to Acoma, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.
  - vi. If an inmate is incarcerated by order of more than one Court or detained on more than one jurisdiction's criminal charges, the cost of detaining that inmate shall be prorated among the respective responsible jurisdictions.

### **C. Inspection**

- a. In Person. Periodic inspections may be conducted of the Facility by Acoma personnel by scheduling with the Facility.
- b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Acoma for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Acoma to audit, examine, and make excerpts or transcripts from such records relating to Acoma's inmates and this Agreement.
- c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Acoma agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Acoma failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

### **D. Term and Termination**

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. In addition, the County will give Acoma thirty (30) days notice of any change in rates. If the change is not accepted, this Agreement may be terminated upon the 30<sup>th</sup> day of such notice. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Acoma removes its last inmate from the Facility and compensates Cibola for all amounts due and owing under this Agreement.

### **E. Property/Surplus Funds/Strict Accountability/Lead Agency**

- a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Acoma and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

- c. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.
- d. Lead Agency. Cibola is designated as the lead agency and shall monitor the actions of Acoma as they pertain to this Agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from Cibola to Acoma that Acoma is in breach of its payment obligations under the Agreement, Acoma fails to make payment within thirty (30) days after receipt of such notice. Acoma and Cibola shall report and/or confer with one another upon specific requests.

#### **F. Agreement and Amendment**

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

#### **G. Governing Law**

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

#### **H. Liability**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and the Pueblo shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended and subject to Cibola's contract with the Facility. 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 by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

#### **I. Independent Contractor**

Neither Cibola County, the Facility, nor their employees are considered to be employees of Acoma for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

#### **J. Appropriations**

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Pueblo making the appropriations necessary for the performance of this Agreement.

#### **K. Notices**

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

To Cibola County: Kate Fletcher, County Manager, 700 East Roosevelt Ave. Ste. 50, Grants, NM 87020

To Pueblo of Acoma:

Pueblo of Acoma, Governor  
PO Box 309  
Acoma Pueblo. 87034

**BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY**

**APPROVED, ADOPTED, AND PASSED** on this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Daniel Torrez, Chair

\_\_\_\_\_  
Martha Garcia, 1<sup>st</sup> Vice-Commissioner

\_\_\_\_\_  
Christine Lowery, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Robert Windhorst, Commissioner

\_\_\_\_\_  
Ralph Lucero, Commissioner

ATTEST:

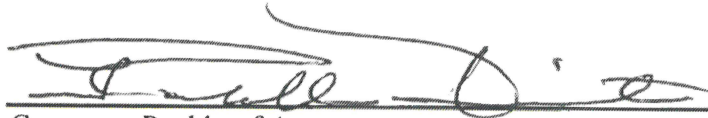
\_\_\_\_\_  
Michelle E. Dominguez

Cibola County Clerk

**APPROVAL OF PUEBLO OF ACOMA**

**APPROVED, ADOPTED, AND PASSED** by the Pueblo of Acoma on this 28<sup>th</sup> day of April 2023.

Approved:



Governor, Pueblo of Acoma

Attested:

\_\_\_\_\_  
Clerk



# 10h. New Business

## Resolution 23-28

Request to Submit Grant Application to NMDOT for TPF  
Funding-CR-5-Additional Funding Needed



**BOARD OF COUNTY COMMISSIONERS  
RESOLUTION 23-28**

**DECLARING THE ELIGIBILITY AND INTENT OF THE COUNTY TO SUBMIT AN  
APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION  
(NMDOT) FOR FISCAL YEAR 24 (FY24) FOR LOCAL GOVERNMENT  
TRANSPORTATION PROJECT FUNDS (TPF)**

**WHEREAS**, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Ave., Suite 50, Grants, NM 87020, on May 25, 2023, at 5:00 p.m. as required by law; and,

**WHEREAS**, the Board of County Commissioners possesses the powers of the county as body politic and corporate, NMSA 1978, Section 4-38-1, granting it the legal authority to apply for, receive, and administer state funds; and,

**WHEREAS**, Cibola County is submitting an FY24 application for New Mexico funds in the amount of **\$2M** as set forth by State legislation; and,

**WHEREAS**, the CR-5 Bridge Replacement and Roadway Improvements Project named in the TPF application is an eligible project under the New Mexico TPF requirements; and,

**WHEREAS**, Cibola County acknowledges availability of the required local match of five percent (5%) for the State of New Mexico; and,

**WHEREAS**, Cibola County agrees to pay any costs that exceed the project amount if the application is selected for funding; and,

**WHEREAS**, Cibola County agrees to maintain the project constructed with LGTPF monies for the useable life of the project.

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Cibola County that:

1. The County authorizes **Kate Fletcher, County Manager** or her designee to submit an application for FY24 New Mexico LGTPF monies in the amount of **\$2M** from the New Mexico Department of Transportation (NMDOT) on behalf of the County.
2. Cibola County assures the NMDOT that if TPF funding is awarded, sufficient funding for the local match is available, and that any costs exceeding the requested project amount will be paid for by Cibola County.

3. Cibola County assures the NMDOT that if awarded LGTPF, sufficient funding for the operation and maintenance of the LGTPF project will be available for the life of the project.
4. That **Kate Fletcher, County Manager** or her designee is authorized to enter into a Cooperative Project Agreement with the NMDOT for the LGTPF project using these funds as set forth the by state legislation on behalf of the residents of the County. **Kate Fletcher, County Manager** is also authorized to submit additional information as may be required and act as the official representative of the County in this and subsequent related activities.

**APPROVED, ADOPTED, AND PASSED** on this 25<sup>th</sup> day of May 2023.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Daniel Torrez, Chairman

\_\_\_\_\_  
Martha Garcia, 1<sup>st</sup> Vice-Chairman

\_\_\_\_\_  
Christine Lowery, 2<sup>nd</sup> Vice-Chairman

\_\_\_\_\_  
Ralph Lucero, Commissioner

\_\_\_\_\_  
Robert Windhorst, Commissioner

ATTEST:

\_\_\_\_\_  
Michelle E. Dominguez  
Cibola County Clerk

**TRANSPORTATION PROJECT FUND  
PROJECT FEASIBILITY FORM (PFF)  
MPO/RTPO: NWNMRTPO**

**GENERAL INFORMATION**

**Preparation Date:** 05.17.2023-Updated

**Project Title:** \*REVISED C-5 Moquino Llano Bridge & Rd.

**Requesting T/LPA:** Cibola County  
(Applicant)

Is there an approved Governing Body resolution for this application  
☐ YES ☐ NO ☒ PENDING If pending, date expected 05.25.23

**Responsible Charge**

Name: Judy Horacek

Phone: 505-285-2557

Title: Projects Coord.

Email: judy.horacek@co.cibola.nm.us

**PROJECT DESCRIPTION**

**Project Type** (Check all that apply):

☒ ROADWAY ☒ BRIDGE ☒ SAFETY ☐ PLANNING/DESIGN ☒ OTHER

If you chose "OTHER" please clarify here: Construction Management

**Project Scope:** \*REV. Completion of Construction & Signage. Cibola County received 90% cost estimate for construction and the costs are much higher than anticipated. The overall estimate for construction alone is over \*\* Requesting additional \*\* to complete construction. Termini-Milepost 0.71 and MP 0.85 Near Moquino

Is the request to address a bridge on the NMDOT's Local Bridge Priority List for Replacement/Rehabilitation?  
☒ NO ☐ YES If yes, please indicate bridge #: \_\_\_\_\_

Is the request to continue or advance a phase of a previous project?  
☐ NO ☒ YES If yes, please indicate funding sources and scope of previous phase below.

Funding Source: NMDOT TPF

Previous Phase Project Scope: Engineering and Construction

Completion Date of Previous Phase: Not yet determined

Current Phase being requested: Construction only

**Project Location**

Route Number and/or Street Name: C-5 Moquino Llano Road

**Project Termini:**

Beginning Mile point and/or intersection: .71

Ending Mile point and/or intersection: .85

Total length of proposed project: .1 of mile, approximately 80 ft

**NOTE: A local government project that is located in full or in part within a department right-of-way or NHS route must be administered in accordance with the "Tribal/Local Public Agency Handbook".**

**A local government project that ties into, connects or crosses a department right-of-way or an NHS route, or when the project may have an effect on existing improvements within department rights-of-way, requires the approval of the department.**

Is the project located in full or in part within a department right-of-way or NHS route?

☒ NO ☐ YES If yes, the project must be administered in accordance with the Tribal/Local Public Agency Handbook and follow all requirements and procedures.

Does the project tie into, connect or cross a department right-of-way or an NHS route, or will the project have an effect on existing improvements within a NMDOT right-of-way? "Letter of Approval" from the NMDOT District Engineer?

☒ NO ☐ YES If yes, a "Letter of Approval" is required from the NMDOT District Engineer.

Will the project impact known environmental and/or cultural resources?

☒ NO ☐ YES If yes, please clarify \_\_\_\_\_

Is this project tied to any past or future federal funding?

☐ NO ☒ YES If yes, please identify \* \_\_\_\_\_

☒ NO ☐ YES Does the Local Entity intend to apply for Match Waiver Funding?

**Project Phases** to be included in request (Check all that apply):

☐ *PLANNING*

☐ *PRELIMINARY ENGINEERING/DESIGN*

☒ *CONSTRUCTION*

☒ *CONSTRUCTION MANAGEMENT & TESTING*

☐ *RIGHT OF WAY ACQUISITION\**

\* Projects that are for ROW acquisition will need to follow NMDOT ROW acquisition requirements if the entity intends to utilize federal funding in any subsequent project phase.

**PROJECT COSTS:**

Column A (Not Phased)			Column B (Phased)
If project is <b>not</b> phased, complete column A only.			Total Phases No. (1, 2, 3, I, II, III, etc.):
If project is phased, list the amount of funding being currently requested in Column A and complete Column B.			The amount below represents the cost of the entire project and will be greater than Column A.
			Total Project Cost: \$*
<b>Percentage Estimates:</b>			Phased projects are usually large and divided into parts or phases. Please clarify how the requested project funding relates to the total overall project. Identify future phases and estimated costs. *
Total Local Match	5%	\$*	
Total State Share	95%	\$*	
<b>Total cost</b>	<b>100%</b>	<b>\$*</b>	

**T/LPA REVIEW:**

By: Judy Horacek				Date: 05.04.23		Recommended:		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>NMDOT DISTRICT REVIEW:</b>									
By:				Date:		Recommended:		<input type="checkbox"/> Yes	<input type="checkbox"/> No

NMDOT District comments.NMDOT Environmental Bureau comments.



# 10i.(a) New Business

## Requisitions Over \$20,000

Motorola/ Move to PSB/Dispatch

\$29,427.84

[illegible]



Sales Quote #: GP032123A  
FO/MSA #: N/A  
Date: 3/22/2023  
Customer Name/Site Number: Cibola Co. NM  
Sales Name & Contact: Jeff Tucker

**Summary of this Sales Quote:**

Motorola Solutions is pleased to present this sales quote to Cibola Co. NM to move their current Callworks hardware.

In accordance with the terms and conditions of this sales quote identified above between Cibola Co. NM and Motorola Solutions, Inc., the following items are being added:

Qty	Part Number	Description
4	ECX700001	PROJECT MANAGEMENT, UNIT
1	ECX800002	CUSTOM SERVICES

**Payment Total & Payment Schedule for this Purchase:**

**Payment Total: \$29,427.84**

**Customer is to provide payment within 30 days of this signed agreement.  
Customer is to provide a Purchase Order upon signing the sales quote.**

**Pricing is valid for 90 Days from Sales Quote Date.**

**Purchase Order Requirements (Customer check one only)**

☐ Purchase Order is issued and attached.

☐ No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issued against this order, and that funding has been encumbered for this order.



**MOTOROLA SOLUTIONS**

## Sales Quote

Unless amended above, all other terms and conditions of the Original Contract shall remain in full force. If there are any inconsistencies between the provisions of this Purchase and the provisions of the Contract, the provisions of this Purchase will prevail.

IN WITNESS WHEREOF the parties have executed this Sales Quote as of the last date signed below.

**Motorola  
Solutions, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer Shipping Address:**

700 E. ROOSEVELT SUITE 50  
GRANTS, NM 87020  
\_\_\_\_\_  
\_\_\_\_\_

**Customer Billing Address:**

SAME AS ABOVE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## State of New Mexico General Services Department

### Statewide Price Agreement Cover Page

**Awarded Vendor**

0000013468

Motorola Solutions, Inc.

13096 Collection Center Drive  
Chicago, IL 60693

Contact: Larry Mabry

Email: [larry.mabry@motorolasolutions.com](mailto:larry.mabry@motorolasolutions.com)

Telephone No.: (303) 527-4051

Price Agreement Number: 00-00000-19-00027AC

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

**Ship To:**

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

Procurement Specialist: Vanessa LeBlanc *VL*

Telephone No.: (505) 827-0266

Email: [Vanessa.LeBlanc@state.nm.us](mailto:Vanessa.LeBlanc@state.nm.us)

**Invoice:**

As Requested

Title: NG-911 Systems and Related Hardware, Software and Services

Term: 6/22/2020 through 6/22/2025

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

*JDZ*

## STATE OF NEW MEXICO

### Statewide Price Agreement

#### INFORMATION TECHNOLOGY AGREEMENT Statewide Price Agreement No. 00-00000-19-00027AC

THIS INFORMATION TECHNOLOGY AGREEMENT ("Agreement" or "Contract") is made by and between the **State of New Mexico, General Services Department, State Purchasing Division on behalf of the Department of Finance and Administration, Local Government Division (DFA/LGD)**, hereinafter referred to as "Procuring Agency" and **Motorola Solutions, Inc.**, hereinafter referred to as "Contractor" and collectively the parties are hereinafter referred to as the "Parties." This Agreement must be approved by the Department of Information Technology ("DoIT").

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.*; and Procurement Code, NMAC 1.4.1 *et. seq.*; the Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State; and

WHEREAS, all terms and conditions of the **RFP #00-00000-19-00027 NG-911 Systems and Related Hardware, Software, and Services** and the Contractor's response to such document(s) are incorporated herein by reference.

**THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

#### ARTICLE 1 – DEFINITIONS

1. "Acceptance," "Accept" or "Accepted" means the approval, following Quality Assurance, of all the Deliverables by Procuring Agency's ELR ("ELR").
2. "Agency CIO" means Procuring Agency's Chief Information Officer.
3. "Application Deployment Package" or "ADP" means Contractor's centralized and systematic delivery of business critical applications, including the source code (for custom software), documentation, executable code and the deployment tools necessary to successfully install application software fixes, including Contractor's Software related additions, modifications, or deletions.
4. "Business Days" means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.
5. "Change Request" means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.
6. "Complete Working Order" means the uninterrupted, defect free operation of the system, to include major and minor failures as defined in the "Failure Prioritization Schedule", and related (hardware, software to include software subscription, and related services/labor) that meets all applicable specifications and other requirements of the awarded agreement.

7. "Computer Aided Dispatch/Records Management System" a computer-based system, which aids PSAP dispatchers by automating selected dispatching and record keeping activities.
8. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential Procuring Agency or client information as the term is defined in State and/or Federal statutes or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by Procuring Agency or any other State office or agency as confidential, including all information designated as confidential under Federal and State statutes or regulations; (5) unless publicly disclosed by Procuring Agency or the State, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that has not been publicly disclosed and that is utilized, received, or maintained by Procuring Agency, Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation hereunder.
9. "Contract Manager" means a Qualified Person designated by Procuring Agency who is responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager will be the State Purchasing Division or his/her Representative.
10. "Data" means a compilation, body, set or sets, of discrete information gathered by Procuring Agency and/or Contractor which Procuring Agency owns and/or controls and which concerns, and may be utilized or manipulated by Procuring Agency and/or Contractor, to further Procuring Agency's governmental interests, role and mission ("Mission"). Data includes, but is not limited to, Procuring Agency's information, whether or not stored in one or more databases, Confidential Information and other internal information which affects or may affect Procuring Agency's ability to further its Mission.
11. "Default" means a violation or breach of this Agreement by a Party's either: (1) failing to perform one's own contractual obligations hereunder, or (2) by interfering with the other Party's performance of its obligations hereunder.
12. "Deliverable" means the verifiable outcomes, results, the Services or products that Contractor will develop, perform, and/or produce and deliver to Procuring Agency according to the Scope of Work.
13. "DFA" mean the Department of Finance and Administration for the State of New Mexico.
14. "Dispatch Console" means commercial grade workstation furniture that supports 911 equipment, such as keyboard, mouse, and screens, capable of being adjusted to the height and ergonomic requirements of the individual dispatcher.
15. "DoIT" means the New Mexico State Department of Information Technology.
16. "DoIT CIO" means DoIT's Cabinet Secretary or Chief Information Officer, who also serves as the State's Chief Information Officer.
17. "Emergency medical, fire, and law enforcement dispatch software" mean software used in a PSAP that provides prompts for the dispatcher for emergency situations pertaining to fire, law enforcement and medical, based on nationally established protocols.
18. "Employees" means stockholders, directors, officers, employees and agents.

19. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable's utility, efficiency, functional capability, or application ("Utility"). An error correction is not an Enhancement unless the Deliverable's Utility is improved in Contractor's process of making the error correction.
20. "Escrow" Not Applicable. The Parties agree there is no Escrow.
21. "ESInet" (Emergency Services IP network) means a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, those necessary for providing NG-911 services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national and international levels to form an IP-based inter-network (network of networks). The term ESInet designates the network, not the services that ride on the network, as defined by the NENA master glossary of 911 terminology, revision date 4/13/2018.
22. "Executive Level Representative" or "ELR" means the individual designated and empowered with the authority to represent and make decisions on behalf of Procuring Agency or the Representative of the Executive Level Representative.
23. "Failure Prioritization Schedule" means the following failure priority levels shall be used during the system and acceptance testing process, for any installation period, warranty period, and post warranty maintenance and support provided to the PSAPs or purchasing entity:
  - A. For Major failures which render the system 50% unusable and/or inoperable, call processing function is decreased, prevents a 911 caller from making voice contact with the PSAP, or prevents the PSAP from viewing Automatic Number Identification/Automatic Location Identification (ANI/ALI) information of the caller, the Contractor shall guarantee the following:
    1. A response by telephone to the PSAP or purchasing entity upon receipt of a problem.
    2. If the issue cannot be resolved through verbal contact or remote diagnostics and repair, the Contractor shall provide a manufacturer certified technician on-site for hardware and software support within a four (4) hour maximum response time from receipt of the problem reported. Any waiver from this requirement must be approved in writing by the PSAP Director/Manager for the PSAP or purchasing entity.
  - B. For Minor failures which have little or no effect on call processing but for which there is a work around. This would include punch list items which have little or no effect on call processing, the Contractor shall guarantee the following:
    1. A response by telephone to the PSAP or purchasing entity upon receipt of a problem.
    2. If the issue cannot be resolved through verbal contact, remote diagnostics and repair, the Contractor shall provide a manufacturer certified technician on-site within a 24-hour maximum response time from the receipt of the problem reported. Any waiver from this requirement must be approved in writing by the PSAP Director/Manager for the PSAP or purchasing entity.



10i. (b). New Business

Requisitions Over  
\$20,000

Summit/Upgrade and Replacements  
to Aging CCTV System/I.T.

\$31,826.81

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



Date of Proposal: March 13, 2023

WIHA01230256P

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

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

Regarding: Upgrades and Replacements to Aging CCTV System

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 excludes a 2023 NM State Wage Rate for Zone 4 Public Works.

Pricing provided to supply and install the CCTV upgrades in accordance with the attached drawings indicating locations and modifications. Pricing includes required additional network cabling, testing, and as-built documentation.

See Next Page for Material and labor Estimate:

#### **EXCLUSIONS**

- All required power
- All network electronics, WAP's, Switch Gear, UPS, Routers, Gateways, Firewalls, etc.
- All equipment cabinets, cabinet grounding buss, hardware, vertical managers
- All electric locking devices and specialized electric lock power supplies
- After-hours or weekend labor
- Wage decision rates and performance bonds

Qty:	Manufacture	Part#	Video Surveillance Head End #1050-04	MSRP	MSRP % Discount	Unit Cost After Discount	Extended
4	Hanwha	WAVE-PRO-01	One IP WAVE CCTV License	\$165.00	20.00%	\$132.00	\$528.00
Qty:	Manufacture	Part#	Video Surveillance Trim Out #1050-03	MSRP	MSRP % Discount	Unit Cost After Discount	Extended
5	Hanwha	XND-8040R	5MP Indoor Dome IR Camera Vandal	\$775.00	20.00%	\$620.00	\$3,100.00
5	Hanwha	PNM-9000VD	5MP Indoor Dome IR Camera Vandal	\$1,100.00	20.00%	\$880.00	\$4,400.00
10	Hanwha	SLA-5M4600D	4.6mm Lens for PNM-9000VD	\$250.00	20.00%	\$200.00	\$2,000.00
3	Hanwha	PNM-9031RV	4 Sensor Panoramic 15MP	\$2,700.00	20.00%	\$2,160.00	\$6,480.00
3	Hanwha	SBV-253WCW	Weather Cap PNM-9031RV	\$35.00	20.00%	\$28.00	\$84.00
			Network			\$0.00	\$0.00
1	CommScope	UN874049914/10	1000ft Box CAT6 Blue Plenum	\$552.20	20.00%	\$441.76	\$441.76
4	CommScope	UNJ600-BL	Blue CAT6 Jack	\$12.84	20.00%	\$10.27	\$41.08
8	CommScope	UNC6-BL-7F	7ft CAT6 Patch Cable	\$17.44	20.00%	\$13.95	\$111.60
2	CommScope	UNC6-BL-50F	50FT CAT6 Patch Cable	\$58.58	20.00%	\$46.86	\$93.72
4	CommScope	107984015	1-Port Surface Mount Module	\$5.94	20.00%	\$4.75	\$19.00
Qty:	Manufacture	Part#	Video Surveillance Rough In #1050-01	MSRP	MSRP % Discount	Unit Cost After Discount	Extended
4	Graybar	BA12	T-Grid Hangers for Gang Box	\$12.00	20.00%	\$9.60	\$38.40
25	Blinc	BCH32	2" J-Hooks	\$8.02	20.00%	\$6.42	\$160.50
0.25	Graybar	25079632	200 Yard Velcro	\$372.00	20.00%	\$297.60	\$74.40
1	Lot	Misc	Sealant, Hardware, Fastening, etc.	\$400.00		\$400.00	\$400.00
Qty:	Manufacture	Part#	Video Surveillance Prog/Test/Comm #1050-05	MSRP	MSRP % Discount	Unit Cost After Discount	Extended
1	S&SS	Video Surveillance Program	Programming Labor				
1	S&SS	Video Surveillance Testing	Testing Labor				
1	S&SS	Video Surveillance Commissioning	Commissioning Labor				
Qty:	Vendor	Cost Code	Sub-Contracts/Misc			Unit	Extended
1	S&SS	3010-01	Freight			\$207.27	\$207.27
Qty:	Vendor	Cost Code	Labor			Unit	Extended
4	S&SS	PMLBR	Project Manager Labor normal business hours			\$104.50	\$418.00
9	S&SS	FRMAN LBR	Foreman Labor normal business hours			\$89.25	\$803.25
68	S&SS	JRNYMAN LBR	Journeyman Labor normal business hours			\$68.25	\$4,641.00
68	S&SS	LABORER LBR	Laborer Labor normal business hours			\$52.50	\$3,570.00
42	S&SS	ADMIN LBR	Admin (Drive Time & Drafting) Labor normal business			\$43.41	\$1,823.22
Misc Material/Sub Contracts:							\$207.27
Video Surveillance Rough In Material						1050-01	\$673.30
Video Surveillance Cabling Material						1050-02	\$0.00
Video Surveillance Trim Out Material						1050-03	\$16,771.16
Video Surveillance Head end Material						1050-04	\$528.00
Video Surveillance Pgm/Test/Comm Material						1050-05	\$0.00
Material Sub-Total:							\$18,179.73
Labor Sub-Total:							\$11,255.47
Sub-Total Labor & Material:							\$29,435.20
Tax Rate:							\$2,391.61
Sub-Total Labor, Material & Tax:							\$31,826.81
Bond if Applicable:							\$0.00
Total Project Estimate:							\$31,826.81

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

CCTV Upgrades and Network Cabling (Before Tax and Bond)	\$29,435.20
Tax Cibola County (8.1250%)	\$2,391.61
<b>Total Project Estimate (No Bond)</b>	<b>\$31,826.81</b>

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 4/15/2023. 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.



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor:  
000050118  
SFP Holdings Inc.  
dba Summit Fire & Security  
PO Box 6783  
Carl Stream, IL 60197

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

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

Invoice:  
As requested at time of order

Price Agreement Number: 00-00000-20-00093AP

Amendment No.: Five

Term: September 9, 2020 - September 8, 2023

Procurement Specialist: Vanessa LeBlanc *VL*

Telephone No.: (505) 629-9525

Email: [Vanessa.LeBlanc@state.nm.us](mailto:Vanessa.LeBlanc@state.nm.us)

Title: Low Voltage Systems and Related Services

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

This amendment is issued to reflect the following effective immediately:

- Amend Article 5, extend the Agreement termination date from September 8, 2022, for one additional year through September 8, 2023.
- Add new price list to Appendix C with manufacturer's catalog link, and minimum discount listed for each Category outlined in the Appendices section below pursuant to Exhibit A-Scope of Work of the original agreement.

Please see attached Amendment No. 5 for more information.

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

**STATE OF NEW MEXICO**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**Information Technology Agreement**  
**Low Voltage Systems and Related Services**  
**Price Agreement No.: 00-00000-20-00093 AP**  
**Amendment No. 5**

THIS Amendment ("Amendment") to the Price Agreement ("Agreement" or "Contract") is made and entered into by and between the **Department of Information Technology**, hereinafter referred to as the "Procuring Agency," and **SFP Holdings, Inc.** referred to as the "Contractor."

The purpose of this Amendment is to:

- Extend the Agreement termination date from September 8, 2022, for one additional year through September 8, 2023.
- Add new price list to Appendix C with manufacturer's catalog link, and minimum discount listed for each Category outlined in the Appendices section below pursuant to Exhibit A-Scope of Work of the original agreement.

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

1. **ARTICLE 5 – TERM.** THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND THE STATE PURCHASING AGENT. This Agreement shall terminate on September 8, 2023, unless terminated pursuant to Article 6, of the Agreement. The term of this Agreement, including all extensions and renewals, will not exceed ten (10) years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

2. **Appendices.**

[https://www.dropbox.com/sh/oimagtba7dlql99/AADqm\\_nC8E8T-VgoLXWG47gda?dl=0](https://www.dropbox.com/sh/oimagtba7dlql99/AADqm_nC8E8T-VgoLXWG47gda?dl=0)

All other Articles and Deliverables of the original Agreement (and all subsequent amendments remain the same).

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

By: Bryan Bundrant Date: 8/30/2022  
Bryan Bundrant, Fire Life Safety Manager  
SFP Holdings, Inc.

Approved for legal sufficiency:

By: Paul Kippert Date: 8/30/2022  
Paul Kippert General Counsel  
General Services Department

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

BTIN ID Number: 03-515672-00-4

By: Ann Marie Lucero Date: 8/30/2022  
Taxation & Revenue Department

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

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

By: Peter Mantos Date: 9/2/2022  
Peter Mantos, Cabinet Secretary Designee and State Chief Information Officer  
Department of Information Technology

This Amendment has been approved by the General Services Department, State Purchasing Division:

By: Paul Kippert Date: 9/2/2022  
State of New Mexico, State Purchasing Division  
☒ This is signed on behalf of the State Purchasing Agent

## Certificate Of Completion

Envelope Id: DC1EB96F9353428AA5539ACFD036DF56  
 Subject: Please DocuSign: 00-00000-20-00093AP SFP Holdings Extension  
 Source Envelope:  
 Document Pages: 3  
 Certificate Pages: 6  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:  
 Vanessa LeBlanc  
 13 Bataan Blvd  
 Santa Fe, NM 87508  
 Vanessa.LeBlanc@state.nm.us  
 IP Address: 98.60.102.6

## Record Tracking

Status: Original  
 8/30/2022 12:05:51 PM  
 Security Appliance Status: Connected  
 Storage Appliance Status: Connected  
 Holder: Vanessa LeBlanc  
 Vanessa.LeBlanc@state.nm.us  
 Pool: StateLocal  
 Pool: GSD

Location: DocuSign

Location: DocuSign

## Signer Events

Travis Dutton- Leyda  
 Travis.Dutton-Leyda@state.nm.us  
 IT & Construction Bureau Chief  
 New Mexico General Services, State Purchasing  
 Division  
 Security Level: Email, Account Authentication  
 (None), Login with SSO  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

## Signature



Signature Adoption: Pre-selected Style  
 Using IP Address: 73.26.88.117

## Timestamp

Sent: 8/30/2022 12:10:16 PM  
 Viewed: 8/30/2022 1:29:39 PM  
 Signed: 8/30/2022 1:29:59 PM

Vanessa LeBlanc  
 vanessa.leblanc@state.nm.us  
 New Mexico General Services  
 Security Level: Email, Account Authentication  
 (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 98.60.102.6

Sent: 8/30/2022 1:30:00 PM  
 Viewed: 8/30/2022 1:32:21 PM  
 Signed: 8/30/2022 1:32:23 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/2/2020 7:02:26 AM  
 ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Bryan Bundrant  
 bbundrant@summitfiresecurity.com  
 Fire Life Safety Manager  
 Security Level: Email, Account Authentication  
 (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 140.82.162.34

Sent: 8/30/2022 1:32:25 PM  
 Viewed: 8/30/2022 1:39:47 PM  
 Signed: 8/30/2022 1:47:15 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/13/2021 8:35:48 AM  
 ID: 717ab3bc-9004-4cf1-a369-77b5ffc1c344

Ann Marie Lucero  
 AnnMarie.Lucero@state.nm.us  
 Tax Examiner Supervisor  
 State of New Mexico, Dept of Information  
 Technology  
 Signing Group: 33300 - CRS Verification  
 Security Level: Email, Account Authentication  
 (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 164.64.133.193

Sent: 8/30/2022 1:47:16 PM  
 Viewed: 8/30/2022 2:31:38 PM  
 Signed: 8/30/2022 2:31:44 PM

**Electronic Record and Signature Disclosure:**



Cibola County, NM

# Detail vs Budget Report

## Account Summary

Date Range: 07/01/2022 - 05/04/2023

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
401 - GENERAL FUND								
Expense								
401-002-413-00009	Office Equipment & Supplies	0.00	500.00	0.00	0.00	0.00	500.00	100.00 %
401-004-412-00012	EQUIP MAINT & REPAIR	101,917.62	379,625.00	0.00	179,371.77	179,371.77	98,335.61	25.90 %
401-010-403-00046	Janitorial Supplies	0.00	15,000.00	0.00	6,625.74	6,625.74	8,374.26	55.83 %
	Expense Totals:	101,917.62	395,125.00	0.00	185,997.51	185,997.51	107,209.87	27.13 %
	401 - GENERAL FUND Totals:	101,917.62	395,125.00	0.00	185,997.51	185,997.51	107,209.87	27.13 %
649 - AMERICAN RESCUE PLAN ACT								
Expense								
649-200-400-00105	Public Safety							
	Expense Totals:	637,994.37	1,350,000.00	0.00	673,676.53	673,676.53	38,329.10	2.84 %
	649 - AMERICAN RESCUE PLAN ACT Totals:	637,994.37	1,350,000.00	0.00	673,676.53	673,676.53	38,329.10	2.84 %
	Report Total:	739,911.99	1,745,125.00	0.00	859,674.04	859,674.04	145,538.97	8.34 %