



# 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, October 26<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. 09.28.2023 Regular Commission Meeting

8. Reports

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

9. New Business – Action May Be Taken

- a. Consideration of Fence Lake Annual Performance Review Pursuant to Cibola County Ordinance 2017-04 7.1-7.3
- b. Consideration of Resolution 2023-47 FY24 BAR 2
- c. Consideration of Resolution 2023-55 1<sup>st</sup> Quarter Financial Report
- d. Consideration Resolution 2023-48 Setting Election Worker Compensation
- e. Consideration of Resolution 2023-49 2024 Holiday Schedule
- f. Consideration of Resolution 2023-50 Participation in NMDOT Administered Transportation Project Fund Program for County 5-Moquino Llano Bridge-Awarded an Additional \$2,000,000
- g. Consideration of Resolutions for LGRF CO-OP Grant Agreement Extension Requests For:
  1. Resolution 23-51 LGRF CO-OP Agreement-Control# L600208 SP
  2. Resolution 23-52 LGRF CO-OP Agreement-Control# L600214 CAP
  3. Resolution 23-53 LGRF CO-OP Agreement-Control# L600216 SBR
- h. Consideration of Resolution 23-54 Supporting the New Mexico Counties 2024 Legislative Priorities

- i. Consideration of Resolution 23-56 Amending Appointment to the Board of Registration
- j. Consideration of Requisitions over \$20,000
  - 1. Network Engineering/SHI/Data Processing-\$33,700
  - 2. Computer Equipment/SHI/Data Processing-\$35,311.90
  - 3. Firearms-Ammunition/ Proforce Law Enforcement/Sheriff-\$26,635.50
  - 4. Radio Equipment/Specialty Comm./Sheriff-\$53,488.44
  - 5. Safety Equipment/Artesia Fire Equipment/Laguna Fire Dept-\$45,276.00
  - 6. Brush Truck-2024 Chevy Silverado 5500 MD /Melloy Chevy/Laguna Fire Dept-\$171,682
  - 7. Firearms-Ammunition/ Proforce Law Enforcement/Sheriff-\$53,983.94
- k. Consideration of Huitt-Zollar Engineering Construction Phase Services for County Road 18b Bridge Replacement.
- l. Consideration of Rio San Jose's Request for Cibola County to Serve as its Fiscal Agent
- m. Consideration of Memorandum of Agreement Between the City of Grants to Share an Agreed Upon Portion of the Costs for Medical Director Services through the University of New Mexico, Department of Emergency Medicine
- n. Consideration of Memorandum of Agreement Between Village of Milan to Share an Agreed Upon Portion of the Costs for Medical Director Services through the University of New Mexico, Department of Emergency Medicine

#### **10. Executive Session**

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

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. **515 W. High Street (Old County Complex), 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.**

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

- a. Direction to Staff Regarding 515 W. High Street Property

#### **12. Announcements**

- a. Cibola County Offices Will Be Closed, Friday, November 10th, 2023, In Observation of Veteran's Day Holiday.
- b. The Next Regular Commission Meeting will be on Thursday, November 16<sup>th</sup>, 2023, at 5:00 p.m.

#### **13. Adjournment**

*Note: This agenda is subject to change up to 72 hours prior to the scheduled meeting date and time as deemed necessary by the County Manager. To inquire about agenda changes, please contact the Grants/Project Manager, Judy Horacek, at 505.285.2557 or [judy.horacek@cibola.nm.us](mailto:judy.horacek@cibola.nm.us). If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the County Manager at least one (1) week prior to the meeting or as soon as possible.*

*Notice: Ministers or laypersons, of any persuasion, are invited to lead the County Commission in an opening prayer (invocation) at regular meetings by signing up on a first-come-first-serve basis by contacting Grants/Project Manager, Judy Horacek, at 505.285.2557 or [judy.horacek@cibola.nm.us](mailto:judy.horacek@cibola.nm.us). The County of Cibola welcomes any invocation, religious or secular, regardless of the basis of faith, belief or doctrine of practice. Invocations are limited to 1 minute and non-county personnel are limited to leading 1 invocation per year.*





# 7a. Minutes

## Minutes

09.28.2023

## Regular Commission Meeting

**Regular Commission Meeting**  
**Thursday, September 28<sup>th</sup>, 2023**  
**5:00 p.m.**  
**Cibola County Commission Chambers**

**Elected Officials Present Staff**

**Daniel Torrez, Chairman - Absent**  
**Martha Garcia, 1<sup>st</sup> Vice Chairman- Absent**  
**Christine Lowery, 2<sup>nd</sup> Vice Chairman**  
**Robert Windhorst, Commissioner**  
**Ralph Lucero, Commissioner**

**Kate Fletcher, Manager**  
**Paul Ludi, Finance Director**  
**Natalie Grine, Chief Deputy Clerk**  
**Maria Grijalva, Rec & Filing Clerk**

**1. Call to Order**

2<sup>nd</sup> Vice Chairman Lowery called the meeting to order at 5:00 pm

**2. Roll Call**

2<sup>nd</sup> Vice Chairman Lowery does roll call, Chairman Torrez, and 1<sup>st</sup> Vice Chairman Garcia were absent.

**3. Pledge of Allegiance**

Led by Commissioner Windhorst, recited by all.

**4. Prayer**

Led by Commissioner Lucero.

**5. Approval of Agenda**

Motion to approve agenda made by Commissioner Windhorst  
Second made by Commissioner Lucero 3-0 affirmative.

**6. Public Comment**

Joan Klonowski made a comment regarding the Library, Mrs. Klonowski stated that she has served on the Library Board representing the County for the last 3 years, and her term will be up next month. Mrs. Klonowski also stated that if anyone knew of anybody in the County that would like to make a commitment to serve on the Library Board to let her know. Mrs. Klonowski also stated that the Board meets every two months.

**7. Minutes**

- a. 08-18-2023 Special Commission Meeting**
- b. 08-24-2023 Regular Commission Meeting**
- c. 09-01-2023 Special Commission Meeting**
- d. 09-11-2023 Special Commission Meeting**
- e. 09-20-2023 Special Commission Meeting**

Motion to approve Minutes for items A thru E, made by Commissioner Windhorst  
Second made by Commissioner Lucero 3-0 affirmative.

**8. Reports**

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

**9. Presentation**

**a. Swearing in Ceremony For Deputies**

1. Tristan Howard
2. Miles Henry
3. Zane Cly
4. Tommy Allapowa

Sheriff Larry Diaz swore in New County Officers. Congratulations to all.

**b. Rio San Jose Fiscal Agent Request**

Rebecca Dempsy along with Boynton Law Office of Milan New Mexico, request that Cibola County act as Fiscal Agent for Acequias of the Rio San Jose. The initial fund of \$250,000 is provided by the Interstate Stream Commission ("ISC") FOR A Hydrologic Needs Assessment ("HNA") to determine the most cost effective and productive water projects for each the nine Acequias.

1. Bluewater Toltec Irrigation District
2. La Acequia Madre del Ojo del Gallo
3. Moquino Water Users Association II
4. Murray Acres Irrigation Association
5. San Mateo Acequia Association
6. Seboyeta Community Irrigation Association
7. Cubero Acequia Association
8. Cebolletita Acequia Association
9. San Jose De La Cienega Acequia Association

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

**a. Consideration of IFB #2024-001 County Road 5 Bridge Replacement General Contractor.**

Motion to Table Item A. made by Commissioner Windhorst

Second made by Commissioner Lucero. 3-0 affirmative.

**b. Consideration of Resolution 2023-45 Internal County Procurement Policy.**

Motion to approve Item B. made by Commissioner Lucero

Second made by Commissioner Windhorst 3-0 affirmative.

**c. Consideration of Intergovernmental Agreement Between Cibola County and Village of Milan for Help with cost Associated with Operation of Milan Swimming Pool- \$75,000.**

Motion to approve item C. made by Commissioner Lucero

Second made by Commissioner Windhorst. 3-0 affirmative.

**d. Consideration of Intergovernmental Agreement Between Cibola County and Village of Milan for Rockin 66 Express Transit Program - \$51,917.**



Motion to approve item D. made by Commissioner Lucero  
Second made by Commissioner Windhorst. 3-0 affirmative.

- e. Consideration of Proclamation in Support of the New Mexico Nurse Practitioner Council Celebrating National Nurse Practitioner Week (November 12-18, 2023, and the Valuable Contributions Nurse Practitioners Make Every Day Serving the Citizens of New Mexico.**

Motion to approve item E. made by Commissioner Windhorst  
Second made by Commissioner Lucero. 3-0 affirmative.

- f. Consideration of requisitions over \$20,000.**

- 1. Vehicle Radio Pkg w Repeater / Specialty Communications/Sheriff's Office- \$24,743.47.**

Motion to approve items F. made by Commissioner Windhorst  
Second made by Commissioner Lucero. 3-0 affirmative.

#### **11. Executive Session**

No Executive Session

#### **12. Announcements**

- a. Cibola County Offices Will Be Closed, Monday October 9<sup>th</sup>, 2023, In Observance of Indigenous People's Day.**
- b. The next Regular Commission Meeting will be on Thursday, October 26<sup>th</sup>, 2023, at 5:00 p.m.**

#### **13. Adjournment**

**6:24 p.m.**

**PASSED, APPROVED, and ADOPTED** this 26<sup>th</sup>, day of October 2023

**BOARD OF COUNTY COMMISSIONERS**

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

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

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

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

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

**ATTEST:**

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

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

**SEAL**



## 8a. Reports

# Budget and Finance Report

As of September 30, 2023





# CIBOLA COUNTY COMMISSION MEETING

## October 26, 2023

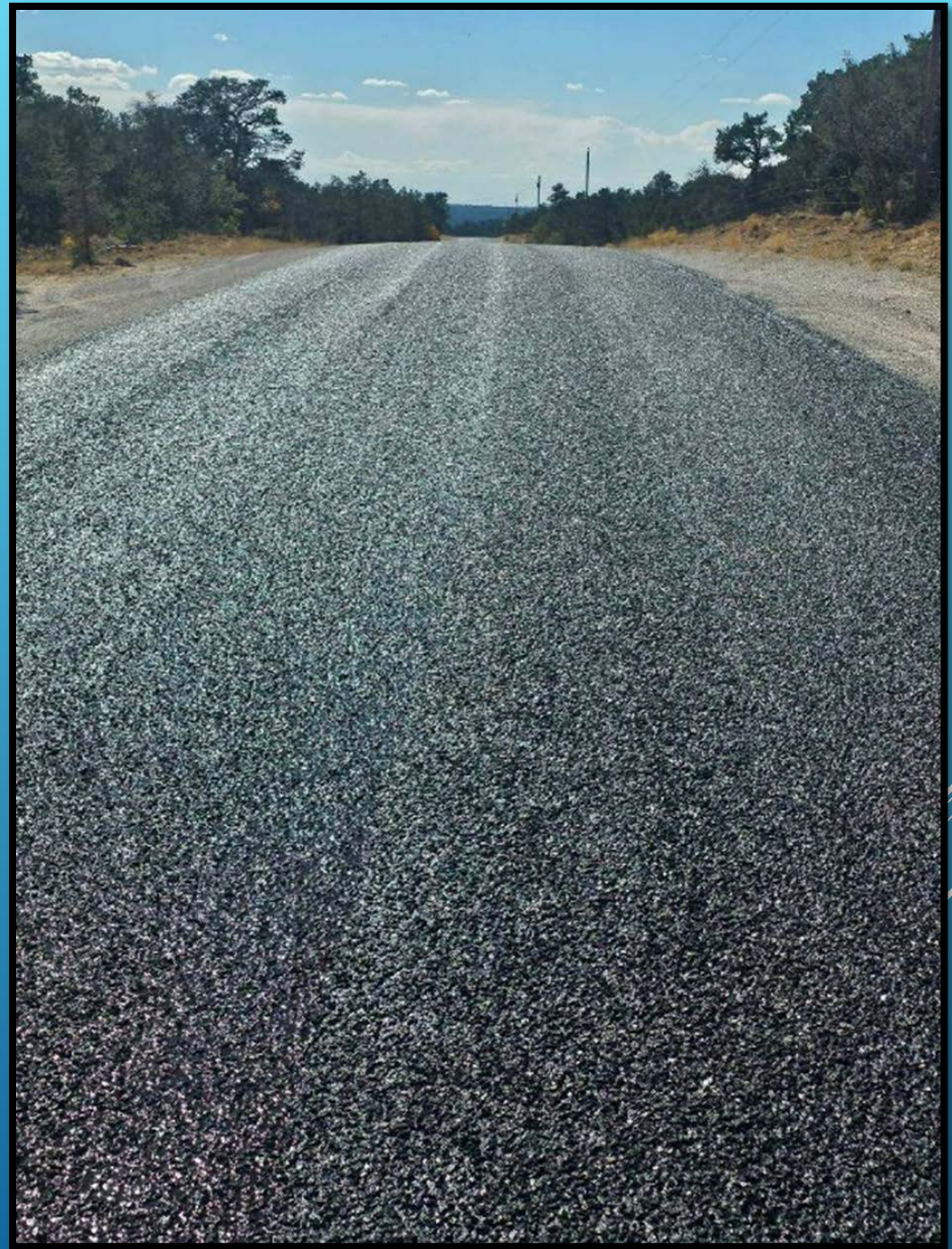
Daniel Torrez, Chairman  
Martha Garcia, 1<sup>st</sup> Vice-Chair  
Christine Lowery, 2<sup>nd</sup> Vice Chair  
Robert Windhorst, Commissioner  
Ralph Lucero, Commissioner  
  
Kate Fletcher, County Manager





MANAGER'S REPORT

# Candy Kitchen CR-33



## 2022-2023 Co-Ops

### **L600208 SP – Total Project Cost - \$252,517**

- CR 10, North Castillos Rd., 40mi. from JCT C8 to the end of road.
- CR 18, Horace Mesa Rd., 1.4mi., from East JCT SR 547 Lobo Canyon to Lobo Canyon Estates.
- CR 8, Encinal Rd., 2.4mi., fire station to cattle guard to Encinal-Cubero property line.
- CR 49B, El Sague Loop (La Jara Sub-division) 1.2mi. from Intersection of C49 to intersection of C49.
- CR 48A, Timberlake Rd. 1.0mi. from intersection SR 53 East of Ramah to McKinley County Line.

MANAGER'S REPORT



## **L600214 CAP – Total Project Cost - \$122,104.00**

- CR 12, DeArmond Springs Rd. 60mi. from Nth SR 124 W of La Villa to cattle guard at end of road.
- CR 9, Water Canyon Rd. 4.095mi. from Jct. of C8 to cattle guard before game ranch entrance.
- CR 24, Tietjen Rd. .20 Mi., Berryhill Rd.; .10 mi., Forest Park Ave., .10 mi. Head St., .10 mi., .50 mi. from intersection of Elkins Rd. to Milan Village limits.
- Cr 47, Mesa Ridge Rd., 3.0 mi. from intersection of SR 53 S. to James property line.
- CR 40, Woodard Ranch Rd., 1.8 mi. from intersection of SR 117 NW to property line.
- Cr 15, Rinconada Rd., 1.0 mi. from Nth of JCT SR 124 W. of San Fidel to cattle guard beginning of FR 400.

MANAGER'S REPORT

## **L600216 SB – Total Project Cost - \$422,333.00**

- CR 29, Plano Colorado, 1.0 mi., Jct of C28A to bus turn around.
- CR 25B, Roberts Rd., 1.2mi., from old Bluewater Inn SR 122 to Bluewater Village.
- CR 28A, Plano Colorado Frontage Rd., 2.6mi., from Exit 72 South side to JCT to Plano.
- CR 28C, Cemetery Rd., 1.4mi., intersection of Main St. to intersection of Roberts Rd.
- CR 18A, Lobo Creek Rd., .90mi., from Lobo Canyon Fire Dept. to bus turn around.
- CR 19, Cantina Rd., 1.5mi. from N. of JCT. SR. 547 to bus turn around.
- CR 1, Marquez Rd., 1.0mi., JCT SR 279 and C1 to Sandoval County Line.
- CR 1, Marquez Rd., (Side Rd. – Alamo Ranch Rd.) .60 mi., from JCT. SR. 279 & C1 to Sandoval County line.

MANAGER'S REPORT

**Tomi DeSoto**  
**Deputy Emergency Manager**

**Outstanding Service Award**

In Recognition and Sincere Appreciation  
for your 25 years of devoted and  
professional service to the citizens of  
Cibola County





# Finance Report

As of August 31, 2023



# FINANCE UPDATES



- Finance Reports & Budgets located on finance department webpage.
- County is reconciled through September 30, 2023 for the Main Operating account and the Treasurer's office is reconciled through September 30, 2023 for the Tax operating account.
- Will start reporting on property taxes again when new collections start.
- First Quarter report due October 31, 2023 and will be submitted on time.
- Cibola County has earned the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for 3rd year in a row.



\$1,550,000  
\$1,450,000  
\$1,350,000  
\$1,250,000  
\$1,150,000  
\$1,050,000  
\$950,000  
\$850,000  
\$750,000  
\$650,000  
\$550,000  
\$450,000  
\$350,000

# Cibola County FY24 Actuals (In Red) GRT Distributions with Contracts & Compensating Tax

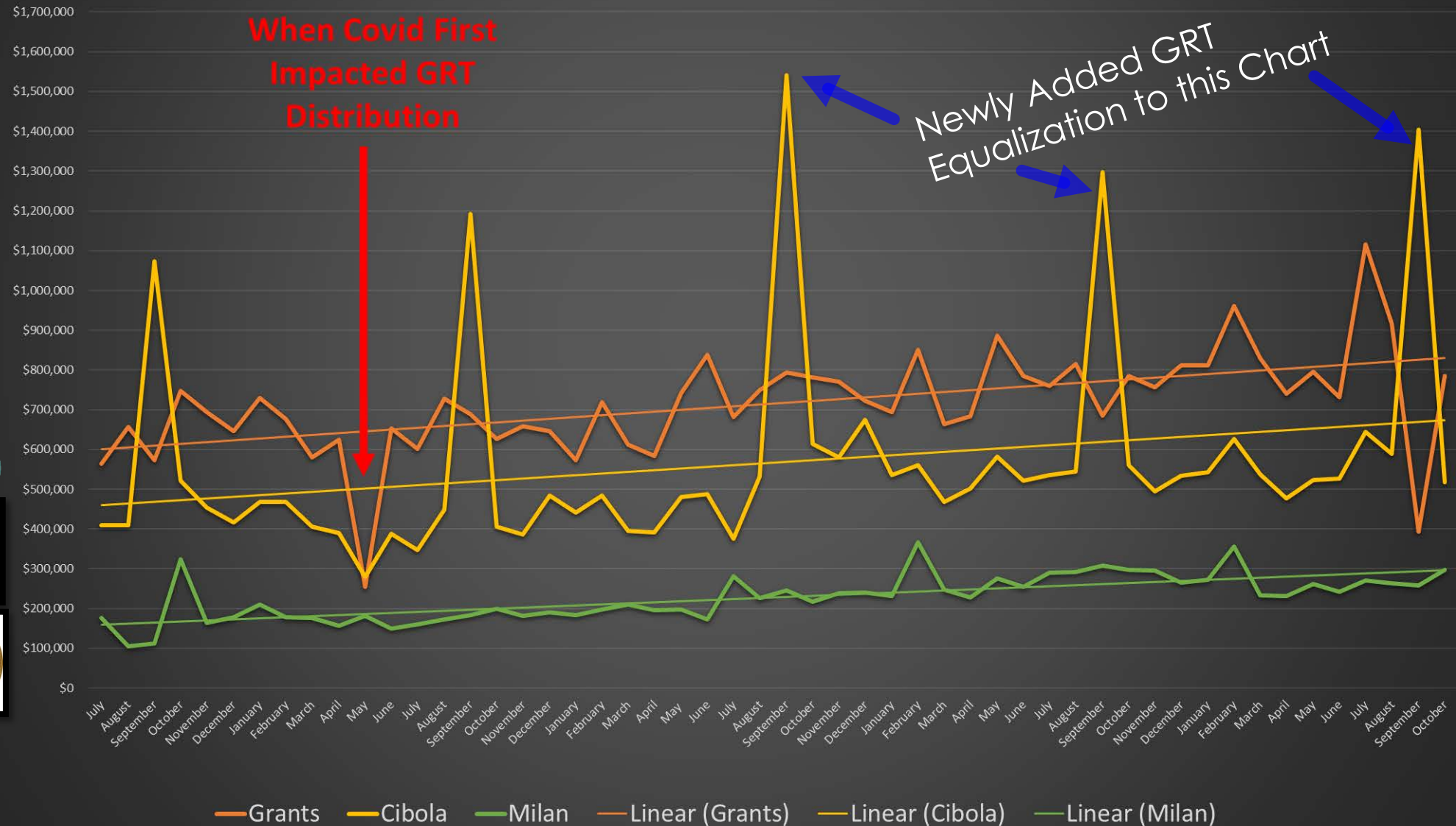


Newly Added GRT Equalization  
to the chart this year

	July	August	September	October	November	December	January	February	March	April	May	June
2024 YTD Actuals	\$643,909	\$589,026	\$1,404,025	\$518,616								
2024 Projected Budget	\$549,835	\$549,835	\$1,357,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835	\$549,835
2023 YTD Actuals	\$536,444	\$544,228	\$1,296,630	\$561,147	\$494,626	\$533,954	\$543,038	\$625,741	\$536,941	\$476,875	\$523,283	\$527,090
2022 YTD Actuals	\$375,851	\$531,510	\$1,540,013	\$614,259	\$580,018	\$674,226	\$535,367	\$559,873	\$468,410	\$501,653	\$581,272	\$520,659



# 5 Year Comparison of Net GRT including Contracts (Intercepts), Compensating Tax, & Industry Tax GRT After COVID





# Cibola County Monthly Operating Cash Report - FY24 1st Quarter as of September 30, 2023



Active Funds	Beginning Cash Balance as of 7-1-2023	Beginning Investments (Fund 614 is YTD )	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investments
101 - INVESTMENT FUND	\$0.00	\$5,507,745.68	\$71,225.72	\$0.00	\$0.00	\$0.00	\$5,578,971.40
401 - GENERAL FUND	\$5,750,552.85	\$0.00	\$858,042.92	(\$268,314.65)	(\$2,166,889.58)	(\$6,422.11)	\$4,166,969.43
402 - ROAD	\$152,649.28	\$0.00	\$280,497.21	\$0.00	(\$407,793.41)	\$3,937.72	\$29,290.80
403 - FARM & RANGE	\$0.00	\$0.00	\$0.00	\$3,476.69	(\$3,476.69)	\$0.00	\$0.00
406 - INDIGENT	\$692,889.38	\$0.00	\$166,807.67	\$0.00	(\$83,906.10)	\$0.00	\$775,790.95
407 - SAN RAFAEL VFD	\$255,329.45	\$0.00	\$110,832.00	\$0.00	(\$122,076.03)	(\$50.00)	\$244,035.42
408 - BLUEWATER VFD	\$89,784.17	\$0.00	\$68,042.00	(\$25,251.00)	(\$1,635.68)	(\$420.00)	\$130,519.49
409 - LOBO CANYON VFD	\$295,777.14	\$0.00	\$0.00	\$0.00	(\$116,214.92)	\$0.00	\$179,562.22
413 - LAGUNA EMS	\$5,674.63	\$0.00	\$11,147.00	\$0.00	(\$1,818.89)	\$0.00	\$15,002.74
415 - PINEHILL EMS	\$1,546.22	\$0.00	\$9,039.00	\$0.00	\$0.00	\$0.00	\$10,585.22
416 - FENCE LAKE VFD	\$521,084.69	\$0.00	\$33,427.00	\$0.00	(\$3,251.26)	(\$259.34)	\$551,001.09
418 - CANDY KITCHEN VFD	\$341,301.63	\$0.00	\$86,495.00	(\$37,531.00)	(\$22,285.22)	\$0.00	\$367,980.41
419 - LAGUNA VFD	\$859,195.51	\$0.00	\$200,552.00	\$0.00	(\$3,678.36)	\$0.00	\$1,056,069.15
424 - CUBERO VFD	\$172,179.27	\$0.00	\$56,909.00	(\$13,541.00)	(\$1,010.28)	\$0.00	\$214,536.99
425 - CUBERO EMS	\$2,249.64	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$7,249.64
427 - EL MORRO VFD	\$195,363.40	\$0.00	\$33,427.00	\$0.00	(\$4,566.95)	\$0.00	\$224,223.45
428 - SUPERIOR AMBULANCE	\$1,766.53	\$0.00	\$14,945.00	\$0.00	(\$6,663.53)	\$0.00	\$10,048.00
429-CIBOLA ADMIN EMS	\$0.85	\$0.00	\$5,000.00	\$0.00	(\$358.00)	\$0.00	\$4,642.85
435 - CONSOLIDATED DISPATCH	\$194,548.33	\$0.00	\$379,232.76	\$14,136.52	(\$587,891.17)	(\$26.44)	\$0.00
438 - DWI GRANT	\$56,841.28	\$0.00	\$21,666.60	\$0.00	(\$1,363.63)	\$0.00	\$77,144.25
439 - DWI DISTRIBUTION	\$143,059.42	\$0.00	\$89,871.00	\$0.00	(\$100,996.71)	\$0.00	\$131,933.71
475 - COUNTY FIRE PROTECTION	\$1,208,050.12	\$0.00	\$66,316.79	\$0.00	(\$1,980.39)	\$0.00	\$1,272,386.52
500 - CLERK RECORDING/FILING	\$97,714.69	\$0.00	\$9,432.00	\$0.00	(\$8,136.71)	\$0.00	\$99,009.98
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$316,944.28	\$0.00	(\$13,347.87)	\$0.00	\$303,596.41
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,250,083.05	\$0.00	(\$7,097.60)	\$0.00	\$1,242,985.45
575 - NMFA LOANS	\$0.00	\$377,669.77	\$3,619.30	\$143,994.44	\$0.00	\$0.00	\$525,283.51
604 - FIRE MARSHAL	\$76,707.40	\$0.00	\$58,623.00	(\$16,970.00)	(\$32,903.24)	\$0.00	\$85,457.16
605 - LAW ENFORCEMENT PROTECTION	\$0.00	\$0.00	\$100,981.64	\$0.00	\$0.00	\$0.00	\$100,981.64
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$798,831.02	\$0.00	\$0.00	\$0.00	(\$946.55)	\$0.00	\$797,884.47
607 - QUARTZ HILL PROJECT	\$144,034.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$144,034.31
614 - DETENTION CENTER	\$0.00	\$809,354.36	\$1,827,711.60	\$200,000.00	(\$1,895,942.95)	(\$859,528.04)	\$81,594.97
620 - 1% REAPPRAISAL FUND	\$15,961.85	\$0.00	\$2,648.32	\$0.00	(\$14,823.00)	\$0.00	\$3,787.17
646 - LG ABATEMENT	\$0.00	\$0.00	\$15,826.71	\$0.00	(\$15,826.71)	\$0.00	\$0.00
647 - LATCF GRANT	\$3,151,902.50	\$0.00	\$3,151,902.50	\$0.00	(\$178,724.61)	\$0.00	\$6,125,080.39
648 - TPF COUNTY ROAD GRANTS FUND	\$1,505,488.13	\$0.00	\$0.00	\$0.00	(\$23,391.34)	\$0.00	\$1,482,096.79
649 - AMERICAN RESCUE PLAN ACT	\$2,414,398.12	\$0.00	\$0.00	\$0.00	(\$588,576.06)	\$0.00	\$1,825,822.06
651 - CAPITAL OUTLAY PROJECTS	\$0.00	\$0.00	\$251,867.62	\$0.00	(\$41,035.22)	\$0.00	\$210,832.40
TOTALS=	\$19,144,881.81	\$6,694,769.81	\$9,558,115.69	\$0.00	(\$6,458,608.66)	(\$862,768.21)	\$28,076,390.44



# BAR #2 – Resolution 2023-47

Page 1 of 2

TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY DEPARTMENT	REVENUE EXPENDITURE TRANSFER (TO or FROM)	DFA ACCOUNT #	CIBOLA COUNTY ACCOUNT#	DESCRIPTION OF ACCOUNT	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
S	Laguna EMS	Revenue	20600-0001-47090	413-35-300-56500	EMS Fund	\$14,000.00	(\$2,853.00)	\$11,147.00	Reduce Revenue Budget to Actual Award amount
S	Pinehill EMS	Revenue	20600-0001-47090	415-35-300-56500	EMS Fund	\$10,325.00	(\$1,286.00)	\$9,039.00	Reduce Revenue Budget to Actual Award amount
S	Superior Ambulance	Revenue	20600-0001-47090	428-35-300-56500	EMS Fund	\$20,300.00	(\$5,355.00)	\$14,945.00	Reduce Revenue Budget to Actual Award amount
S	Laguna EMS	Expenditure	20600-3003-56090	413-021-425-00082	Safety Equipment	\$19,000.00	(\$2,178.37)	\$16,821.63	Reduce Expense Budget to Actual Award amount
S	Pinehill EMS	Expenditure	20600-3003-56090	415-021-427-00082	Safety Equipment	\$11,871.22	(\$1,286.00)	\$10,585.22	Reduce Expense Budget to Actual Award amount
S	Superior Ambulance	Expenditure	20600-3003-56090	428-021-424-00082	Safety Equipment	\$22,066.53	(\$5,355.00)	\$16,711.53	Reduce Expense Budget to Actual Award amount
S	Indigent Fund	Expenditure	22000-4001-57210	406-055-420-00097	Indigent Pharmaceutical Expenses	\$0.00	\$36,000.00	\$36,000.00	Increase budget to maximize use of this fund
S	Indigent Fund	Expenditure	22000-4001-57999	406-055-420-00313	Indigent Medical Flights	\$0.00	\$314,000.00	\$314,000.00	Increase budget to maximize use of this fund
S	General Fund (GF)	Revenue	11000-0001-46900	401-18-370-37065	Election MOU	\$37,500.00	\$8,500.00	\$46,000.00	Increase revenue to match award
S	GF - Bureau of Elections	Expenditure	11000-2007-57040	401-003-405-01113	Primary Election MOU Expense	\$37,500.00	\$15,021.00	\$52,521.00	Increase expense to match award and cover reversion from prior year
S	Capital Outlay	Revenue	30300-0001-47499	651-75-300-20000	Above Ground Fuel Tanks 23-H2932	\$0.00	\$650,000.00	\$650,000.00	Increase for new grant agreement
S	Capital Outlay	Expenditure	30300-2002-57999	651-085-460-10003	Above Ground Fuel Tanks 23-H2933	\$0.00	\$650,000.00	\$650,000.00	Increase for new grant agreement
S	San Rafael	Expenditure	20900-3002-57999	407-018-421-00038	1/4% Fire Protection Excise Tax	\$10,000.00	(\$10,000.00)	\$0.00	Did not receive grant from Chiefs Association this year
S	San Rafael	Expenditure	22200-3002-57999	475-050-401-01001	San Rafael VFD Grant	\$5,000.00	(\$5,000.00)	\$0.00	Did not receive grant from Chiefs Association this year



# BAR #2 – Resolution 2023-47

Page 2 of 2

TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY DEPARTMENT	REVENUE EXPENDITURE TRANSFER (TO or FROM)	DFA ACCOUNT #	CIBOLA COUNTY ACCOUNT#	DESCRIPTION OF ACCOUNT	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
S	Lobo Canyon VFD	Expenditure	22200-3002-57999	475-050-401-01003	Lobo Canyon VFD Grant	\$5,000.00	(\$5,000.00)	\$0.00	Did not receive grant from Chiefs Association this year
S	El Morro VFD	Expenditure	22200-3002-57999	475-050-401-01003	El Morro VFD Grant	\$140,000.00	(\$10,000.00)	\$130,000.00	Did not receive \$10,000 grant from Chiefs Association this year, just the grant for the fire truck
S	Capital Outlay	Revenue	30300-0001-47499	651-75-300-10203	Grant Management (COG) 23-ZH5038-19	\$0.00	\$30,000.00	\$30,000.00	Increase for new grant agreement
S	Capital Outlay	Expenditure	30300-2002-57999	651-085-460-00109	Grant Management (COG) 23-ZH5038-19	\$0.00	\$30,000.00	\$30,000.00	Increase for new grant agreement
S	Detention	Revenue	22600-0001-46900	614-85-380-20002	Revenue on Agreements - USMS	\$200,000.00	(\$200,000.00)	\$0.00	USMS now paying directly to prisons
	Detention	Expenditure	22600-8002-57999	614-100-457-00252	Payments on Agreements - USMS	\$200,000.00	(\$200,000.00)	\$0.00	USMS now paying directly to prisons
S	Sheriff	Revenue	11000-0001-46900	401-24-360-38101	SRO Reimbursement	\$0.00	\$248,000.00	\$248,000.00	IGA in place to provide SRO's to schools
S	Sheriff	Expenditure	11000-1005-51020	401-005-408-00002	Full Time Salaries	\$1,390,681.00	\$107,328.00	\$1,498,009.00	To increase budget for 2 new SRO officers
S	Sheriff	Expenditure	11000-1005-52020	401-005-408-00063	PERA Muni 2 - 9.55% & Police 5 - 18.90%	\$381,816.00	\$17,267.00	\$399,083.00	To increase budget for 2 new SRO officers
S	Sheriff	Expenditure	11000-1005-52030	401-005-408-00065	Group Insurance	\$381,816.00	\$33,667.00	\$415,483.00	To increase budget for 2 new SRO officers
S	Sheriff	Expenditure	11000-1005-52100	401-005-408-00066	Worker's Comp	\$250.00	\$20.00	\$270.00	To increase budget for 2 new SRO officers
S	Sheriff	Expenditure	11000-1005-52021	401-005-408-00081	Retiree Health Care	\$29,409.00	\$2,147.00	\$31,556.00	To increase budget for 2 new SRO officers
S	Sheriff	Expenditure	11000-1005-52011	401-005-408-00068	Medicare	\$21,322.00	\$1,557.00	\$22,879.00	To increase budget for 2 new SRO officers



# MONTHLY QUESTION

What does LEPF stand for?

- A. Legal Enforcement Police Fund
- B. Law Enforcement Police Fund
- C. Law Enforcement Protection Fund
- D. Legal Engagement Police Fund

## **ANSWER IS: C- Law Enforcement Protection Fund**

Our County is entitled to a base amount of \$95,000

Additional \$1,500 per certified officer of Public Safety (DPS) based on the March 31st DPS Registry. It is critical that the local law enforcement agency keep the DPS Registry updated). This funding is not to be used for operational costs.



# Questions?



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

## **From July 1, 2023 through September 30, 2023 Finance Report**

### **Public Comment Procedures**

We welcome your suggestions and want to hear your concerns;

If you would like to make a public comment, please fill out the sign-up sheet located at the podium before meeting starts;

If you have signed up for public comment, The Commission Chair will call your name during the Public Comment Section of the Agenda.

Please state your name for the record;

Public Comment is limited to 3 minutes;

This is not a question & answer period. The Commission is not able to act on matters discussed; and

Thank-you!

### **Commission Meeting October 26, 2023**

#### **Manager's Report on Roads**

This is a picture of Candy Kitchen County Road 33. It has been chip sealed by our county Road Department. Great job!

#### **Co-Op Agreements**

The next three (3) slides are listings of the 2022/2023 Co-Op designated roads to be done this coming spring.

#### **L600208 SP (Special Project) Total Project Cost - \$252,517**

- CR 10, North Castillos Rd., 40mi. from JCT C8 to the end of road.
- CR 18, Horace Mesa Rd., 1.4mi., from East JCT SR 547 Lobo Canyon to Lobo Canyon Estates.
- CR 8, Encinal Rd., 2.4mi., fire station to cattle guard to Encinal-Cubero property line.
- CR 49B, El Saguan Loop (La Jara Sub-division) 1.2mi. from Intersection of C49 to intersection of C49.
- CR 48A, Timberlake Rd. 1.0mi. from intersection SR 53 East of Ramah to McKinley County Line.

#### **L600214 CAP (County Arterial Program) Total Project Cost - \$122,104.00**

- CR 12, DeArmond Springs Rd. 60mi. from Nth SR 124 W of La Villa to cattle guard at end of road.
- CR 9, Water Canyon Rd. 4.095mi. from Jct. of C8 to cattle guard before game ranch entrance.
- CR 24, Tietjen Rd. .20 Mi., Berryhill Rd.; .10 mi., Forest Park Ave., .10 mi. Head St., .10 mi., .50 mi. from intersection of Elkins Rd. to Milan Village limits.
- Cr 47, Mesa Ridge Rd., 3.0 mi. from intersection of SR 53 S. to James property line.
- CR 40, Woodard Ranch Rd., 1.8 mi. from intersection of SR 117 NW to property line.
- Cr 15, Rinconada Rd., 1.0 mi. from Nth of JCT SR 124 W. of San Fidel to cattle guard beginning of FR 400.

#### **L600216 SBR (School Bus Route) Total Project Cost - \$422,333.00**

- CR 29, Plano Colorado, 1.0 mi., Jct of C28A to bus turn around.
- CR 25B, Roberts Rd., 1.2mi., from old Bluewater Inn SR 122 to Bluewater Village.
- CR 28A, Plano Colorado Frontage Rd., 2.6mi., from Exit 72 South side to JCT to Plano.
- CR 28C, Cemetery Rd., 1.4mi., intersection of Main St. to intersection of Roberts Rd.
- CR 18A, Lobo Creek Rd., .90mi., from Lobo Canyon Fire Dept. to bus turn around.
- CR 19, Cantina Rd., 1.5mi. from N. of JCT. SR. 547 to bus turn around.
- CR 1, Marquez Rd., 1.0mi., JCT SR 279 and C1 to Sandoval County Line.

- CR 1, Marquez Rd., (Side Rd. – Alamo Ranch Rd.) .60 mi., from JCT. SR. 279 & C1 to Sandoval County line.

Edward is available for any questions regarding the roads.

### **Outstanding Service Award**

In recognition and Sincere Appreciation for Tomi DeSoto's 25 years of devoted and professional service to the citizens of Cibola County

### **Finance Report Cover Page**

#### **Cibola County Updates**

Finance Reports & Budgets located on finance department webpage in the County website.

County is reconciled through September 30, 2023 for the Main Operating account and the Treasurer's office is reconciled through September 30, 2023 for the Tax operating account.

Will start reporting on property taxes again when new collections start.

First Quarter report due October 31, 2023 and will be submitted on time.

Cibola County has earned the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for 3rd year in a row. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by Cibola County. The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

#### **GRT Tracker**

Here is our Gross Receipts history and the red line designates this fiscal year's GRT up through September of 2023. We have updated our graph to now include the county equalization distribution which is now also represented on the RP 500 reports (shows GRT distribution amounts) that the NM Taxation and Revenue Department (TRD) create. TRD has changed their reports multiple times now and we want to represent those. The county Equalization was in the amount of \$999,871 and is solely dedicated to be used to pay our revenue bonds each year. The rest of the regular GRT is divided up below in the breakdown.

Our budgeted projection is that straight yellow line with tall spike in it representing our regular GRT and regular distribution. The other lines represent the last 2 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 according to the past 5 years of data although the City and County had low GRT distributions this month. As you can see, we have now added the County Equalization distribution into this graph also. To clarify, only counties receive this GRT equalization distribution and it is formula driven to assist smaller counties that don't earn as much GRT as areas with higher populations. The tall spikes in the counties GRT represent this.

### **September 30, 2023 – Monthly Finance Recap**

Here is our September 30, 2023 monthly financial report. As you can see, we are maintaining our investments and required reserves. We keep all our bond and state reserves in our investment fund, so we are not dipping into them. Our general fund is in great shape still after resolving our reconciliation finding, and we are strong with operating cash to support our recurring expenditures.

Our transfers equal zero which is mandatory.

There are no deficits for this quarterly report. It is mandatory we have no deficits on a reporting quarter to the state as they need to be assured we have funds to assign for supplementing or loaning to any fund deficit.

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 to 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 #2 Resolution 2023-47 1 of 2**

This is part 1 of the Budget Adjustments needed for this quarter. The EMS fund adjustments just get the budget authority aligned with the actual EMS distributions they received. We also need to budget for 2 new accounts in the Indigent fund so we can maximize the use of that fund's revenues instead of using GF dollars. The general fund, bureau of election and capital outlay adjustments are to get the budget authority with actual award amounts. Finally, the San Rafael VFD is to reduce their budget authority as they did not apply to the Fire Chief's Association \$10,000 grant so that is the reason for the reduction.

### **BAR #2 Resolution 2023-47 2 of 2**

This is part 2 of the Budget Adjustments needed for this quarter. The Fire Department adjustments are to reduce per the Fire Chief's Association as they did not apply for a grant. The capital outlay adjustments are for a new grant agreement. The detention reductions are because US Marshals no longer flow through the county so we can remove them from the budget. The Sheriff's adjustments are to increase the salary and benefits for the two new SRO positions.

### **Monthly Question**



What does LEPF stand for?

- A. Legal Enforcement Police Fund
- B. Law Enforcement Police Fund
- C. Law Enforcement Protection Fund
- D. Legal Engagement Police Fund

ANSWER IS: C- Law Enforcement Protection Fund

Our County is entitled to a base amount of \$95,000

Additional \$1,500 per certified officer of Public Safety (DPS) based on the March 31st DPS Registry. It is critical that the local law enforcement agency keep the DPS Registry updated). This funding is not to be used for operational costs.

**The End – Questions from governing body**



## 8b. Reports

# Cibola General Hospital Report

Annual Report

Cibola General Hospital  
Grants, New Mexico  
Report to County of Cibola  
FYE 6/30/2021

	Qtr ended 9/30/20		Qtr ended 12/31/20		FYE 6/30/21	
	Budget	Actual	Budget	Actual	Budget	Actual
Operating Revenue	7,699,954	6,688,394	8,349,586	10,420,507	16,049,540	17,108,901
Operating Expenses	(8,279,407)	(9,154,361)	(8,822,925)	(9,596,166)	(17,102,332)	(18,750,527)
Non-Operating Revenue & Expense	470,788	1,903,048	470,787	80,746	941,575	1,983,794
Excess of Revenue over Expense	(108,665)	(562,919)	(2,552)	905,087	(111,217)	342,168

Statistical						
Beds in Service	25	25	25	25	25	25
Inpatient Days	569	506	659	954	1,228	1,460
Occupancy Rate	24.7%	22.0%	28.7%	41.5%	26.7%	31.7%
Admissions	190	185	219	276	409	461
Average Length of Stay	3.0	2.7	3.0	3.5	3.0	3.2
Deliveries	47	43	43	43	90	86
Outpatient Visits	4,609	4,555	4,265	5,213	8,874	9,768
Emergency Department Visits	2,772	2,011	2,775	2,090	5,547	4,101
Surgical Procedures	201	153	264	224	465	377
- Inpatient surgery	32	42	63	40	95	82
- Outpatient surgery	169	111	201	184	370	295
Paid FTE's	193.9	191.1	198.2	206.4	197.5	198.5
Bad debt % of charges	3.4%	5.9%	3.2%	8.7%	3.3%	7.4%

Indigent Care						
County Inmate Care Delivered	150,000	103,225	150,000	84,135	300,000	187,360
- CCC	x	91,635	x	75,500	x	167,135
- Cibola County Sheriff	x	1,081	x	242	x	1,323
- Grants PD	x	9,779	x	8,006	x	17,785
- Milian PD	x	730	x	387	x	1,117

Mill Levy Funds - Received						
Past Fiscal Year	330,000	109,126	330,000	413,600	660,000	522,726
Current Fiscal Year	390,000	94,101	390,000	23,314	780,000	117,415

Cibola General Hospital  
Grants, New Mexico  
Report to County of Cibola  
FYE 6/30/2022

Financial	Qtr ended 9/30/21		Qtr ended 12/31/21		Qtr ended 3/31/22		Qtr ended 6/30/22		FYE 6/30/22	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Operating Revenue	9,741,312	10,222,433	10,241,572	9,839,545	10,463,765	10,501,151	10,519,754	11,732,264	40,966,403	42,295,393
Operating Expenses	(10,233,220)	(10,105,705)	(10,422,695)	(10,300,543)	(10,407,479)	(12,013,849)	(10,239,260)	(12,139,641)	(41,302,654)	(44,559,738)
Non-Operating Revenue & Expense	118,000	26,674	118,000	280,767	118,000	70,251	118,000	1,118,297	472,000	1,495,989
Excess of Revenue over Expense	(373,908)	143,402	(63,123)	(180,231)	174,286	(1,442,447)	398,494	710,920	135,749	(768,356)
<b>Statistical</b>										
Beds in Service	25	25	25	25	25	25	25	25	25	25
Inpatient Days	657	679	860	926	897	841	736	850	3,150	3,296
Occupancy Rate	28.9%	29.8%	37.8%	40.7%	39.9%	37.4%	32.4%	37.4%	34.5%	36.1%
Admissions	220	206	287	238	299	232	245	274	1,051	950
Average Length of Stay	3.0	3.3	3.0	3.9	3.0	3.6	3.0	3.1	3.0	3.5
Deliveries	47	34	43	40	35	36	42	32	167	142
Outpatient Visits	4,609	4,103	4,265	6,125	4,463	6,037	4,759	5,416	18,096	21,681
Emergency Department Visits	2,552	2,918	2,596	2,555	2,696	2,573	2,754	3,458	10,598	11,504
Surgical Procedures	315	193	315	220	315	230	315	237	1,260	880
Paid FTE's	215.3	233.2	215.3	235.3	215.3	235.6	215.3	247.8	215.3	234.2
Bad debt % of charges	3.4%	6.9%	3.4%	0.8%	3.4%	6.2%	3.4%	8.5%	3.3%	5.4%
<b>Indigent Care</b>										
County Inmate Care Total	150,000	60,500	150,000	66,625	150,000	73,266	150,000	93,241	600,000	293,632
- CCCC		8,944		27,182		64,826		68,325	x	169,277
- Cibola County Sheriff		28,162		27,365		387		1,421	x	57,335
- Grants PD		23,394		11,691		7,662		23,201	x	65,948
- Milan PD		0		387		391		294	x	1,072
<b>Mill Levy Funds - Received</b>										
2020	330,000	109,126	330,000	392,055	330,000	502,139	330,000	442,030	1,320,000	1,445,350
2021	390,000	56,590	390,000	864,280	390,000	94,929	390,000	458,238	1,560,000	1,474,037
2022	390,000	41,668	390,000	805,380	390,000	221,278	390,000	481,301	1,560,000	1,549,627



Cibola General Hospital  
Grants, New Mexico  
Report to County of Cibola  
FYE 6/30/2023

	Qtr ended 9/30/22		Qtr ended 12/31/22		Qtr ended 3/31/23		Qtr ended 6/30/23		FYE 6/30/23	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Financial										
Operating Revenue	9,741,312	11,076,795	10,241,572	11,332,668	10,463,765	11,788,092	10,519,754	12,450,389	40,966,403	46,647,944
Operating Expenses	(10,201,605)	(11,627,628)	(10,446,998)	(11,330,692)	(10,433,409)	(12,950,450)	(10,275,894)	(14,359,312)	(41,357,906)	(50,268,082)
Non-Operating Revenue & Expense	117,999	107,295	117,999	208,014	117,999	272,195	117,999	205,632	471,996	793,136
Excess of Revenue over Expense	(342,294)	(443,538)	(87,427)	209,990	148,355	(890,163)	361,859	(1,703,291)	80,493	(2,827,002)
HAP/TAP now VBP	1,050,000	670,000	1,050,000	765,185	1,050,000	691,557	1,050,000	614,473	4,200,000	2,741,215
Statistical										
Beds in Service	25	25	25	25	25	25	25	25	25	25
Inpatient Days	657	736	860	911	897	887	736	795	3,150	3,329
Occupancy Rate	28.9%	32.4%	37.8%	40.0%	39.9%	39.4%	32.4%	34.9%	34.5%	36.5%
Admissions	219	255	287	307	299	261	245	281	1,050	1,104
Average Length of Stay	3.0	2.9	3.0	3.0	3.0	3.4	3.0	2.8	3.0	3.0
Deliveries	47	44	43	51	35	46	42	56	167	197
Outpatient Visits	4,609	5,669	4,265	5,631	4,463	6,287	4,759	6,060	18,096	23,647
Emergency Department Visits	2,552	3,450	2,596	4,234	2,696	3,710	2,754	3,464	10,598	14,858
Surgical Procedures	315	193	315	220	315	230	315	237	1,260	880
Paid FTE's									240.7	247.0
Bad debt % of charges	3.4%	4.8%	3.3%	2.4%	3.2%	-0.2%	3.1%	6.1%	3.2%	3.5%
Indigent Care										
County Inmate Care Total	150,000	146,876	150,000	142,940	150,000	238,571	150,000	129,705	600,000	658,092
- CCCC		103,807		108,399		189,225		86,313	x	487,744
- Cibola County Sheriff		2,769		2,997		5,794		8,789	x	20,349
- Grants PD		37,096		31,157		43,552		33,442	x	145,247
- Milian PD		3,204		387		0		1,161	x	4,752
Mill Levy Funds - Received										
2020	330,000	109,126	330,000	392,055	330,000	502,139	330,000	442,030	1,320,000	1,445,350
2021	390,000	56,590	390,000	864,280	390,000	94,929	390,000	458,238	1,560,000	1,474,037
2022	390,000	41,668	390,000	805,380	390,000	221,278	390,000	481,301	1,560,000	1,549,627
2023	390,000	325,005	390,000	390,000	390,000	394,350	390,000	432,592	1,560,000	1,541,947



# 9a. New Business

## Fence Lake

Annual Performance Review

## Project Summary/History

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

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

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

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

To: Cibola County Economic Development Foundation and Board of Cibola County Commissioners  
From: Fence Lake Community Association  
Date: October 10, 2023  
Re: LEDA Project Annual Review

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

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

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

Supporting Data:

Town meetings held: 11/2/22, 2/1/23, 3/8/23, 4/5/23, 6/7/23, 7/5/23, 8/2/23, 9/6/23, 10/4/23

Town functions held:

- Halloween Trunk or Treat Party 10/29/22
- Holiday Craft Fair 11/12/22
- Town Christmas Party 12/17/22
- FL Volunteer Fire Department Christmas Party 12/3/22
- Fire Department fundraiser Valentine's dance 2/11/23
- Fabulous Ladies of Fence Lake (FLOFL) Ladies' Night 3/4/23, 10/7/23
- Easter Party 4/1/23
- Fourth of July Parade and Picnic 7/4/23
- Fence Lake Reunion 7/28-29/23
- Game Night 6/3/23

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

Supporting Data:

- Fire Department truck pump test 10/28/22
- Election polling place 11/8/22

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

Supporting data: Meeting room walls repaired, textured, and painted. Meeting room ceiling replaced. Carpet removed and replaced at west and south entrances. New furnace installed in the auditorium. New floor tile installed in women's restroom. Additional storage container purchased and placed outdoors. New rain gutters installed on East & West sides of building.

Community Center Workdays: 11/2/22, 11/5/22, 7/8/23



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

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

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

Supporting data:

Farmers' Market dates: 8/12/23, 9/16/23

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

Respectfully submitted,  
Jill Andrews



# 9b. New Business

## Resolution 23-47

FY24 Budget Adjustment# 2

**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. 2023-47 BAR #2**

**Fiscal Year 2024**

**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 – 47A* 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 2024 fiscal year ending June 30, 2024.

**PASSED, APPROVED and ADOPTED** by the governing body at a regular meeting on the 26th day of October, 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 2023-24  
RESOLUTION #: 2023-47  
BAR SCHEDULE: 2023-47A

TYPE OF BAR LOCAL (L) OR STATE (S)	COUNTY DEPARTMENT	REVENUE EXPENDITURE TRANSFER (TO or FROM)	DFA ACCOUNT #	CIBOLA COUNTY ACCOUNT#	DESCRIPTION OF ACCOUNT	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
S	Laguna EMS	Revenue	20600-0001-47090	413-35-300-56500	EMS Fund	\$14,000.00	(\$2,853.00)	\$11,147.00	Reduce Revenue Budget to Actual Award amount
S	Pinehill EMS	Revenue	20600-0001-47090	415-35-300-56500	EMS Fund	\$10,325.00	(\$1,286.00)	\$9,039.00	Reduce Revenue Budget to Actual Award amount
S	Superior Ambulance	Revenue	20600-0001-47090	428-35-300-56500	EMS Fund	\$20,300.00	(\$5,355.00)	\$14,945.00	Reduce Revenue Budget to Actual Award amount
S	Laguna EMS	Expenditure	20600-3003-56090	413-021-425-00082	Safety Equipment	\$19,000.00	(\$2,178.37)	\$16,821.63	Reduce Expense Budget to Actual Award amount
S	Pinehill EMS	Expenditure	20600-3003-56090	415-021-427-00082	Safety Equipment	\$11,871.22	(\$1,286.00)	\$10,585.22	Reduce Expense Budget to Actual Award amount
S	Superior Ambulance	Expenditure	20600-3003-56090	428-021-424-00082	Safety Equipment	\$22,066.53	(\$5,355.00)	\$16,711.53	Reduce Expense Budget to Actual Award amount
S	Indigent Fund	Expenditure	22000-4001-57210	406-055-420-00097	Indigent Pharmaceutical Expenses	\$0.00	\$36,000.00	\$36,000.00	Increase budget to maximize use of this fund
S	Indigent Fund	Expenditure	22000-4001-57999	406-055-420-00313	Indigent Medical Flights	\$0.00	\$314,000.00	\$314,000.00	Increase budget to maximize use of this fund
S	General Fund (GF)	Revenue	11000-0001-46900	401-18-370-37065	Election MOU	\$37,500.00	\$8,500.00	\$46,000.00	Increase revenue to match award
S	GF - Bureau of Elections	Expenditure	11000-2007-57040	401-003-405-01113	Primary Election MOU Expense	\$37,500.00	\$15,021.00	\$52,521.00	Increase expense to match award and cover reversion from prior year
S	Capital Outlay	Revenue	30300-0001-47499	651-75-300-20000	Above Ground Fuel Tanks 23-H2932	\$0.00	\$650,000.00	\$650,000.00	Increase for new grant agreement
S	Capital Outlay	Expenditure	30300-2002-57999	651-085-460-10003	Above Ground Fuel Tanks 23-H2933	\$0.00	\$650,000.00	\$650,000.00	Increase for new grant agreement
S	San Rafael	Expenditure	20900-3002-57999	407-018-421-00038	1/4% Fire Protection Excise Tax	\$10,000.00	(\$10,000.00)	\$0.00	Did not receive grant from Chiefs Association this year
S	San Rafael	Expenditure	22200-3002-57999	475-050-401-01001	San Rafael VFD Grant	\$5,000.00	(\$5,000.00)	\$0.00	Did not receive grant from Chiefs Association this year
S	Lobo Canyon VFD	Expenditure	22200-3002-57999	475-050-401-01003	Lobo Canyon VFD Grant	\$5,000.00	(\$5,000.00)	\$0.00	Did not receive grant from Chiefs Association this year
S	El Morro VFD	Expenditure	22200-3002-57999	475-050-401-01003	El Morro VFD Grant	\$140,000.00	(\$10,000.00)	\$130,000.00	Did not receive \$10,000 grant from Chiefs Association this year, just the grant for the fire truck
S	Capital Outlay	Revenue	30300-0001-47499	651-75-300-10203	Grant Management (COG) 23-ZH5038-19	\$0.00	\$30,000.00	\$30,000.00	Increase for new grant agreement
S	Capital Outlay	Expenditure	30300-2002-57999	651-085-460-00109	Grant Management (COG) 23-ZH5038-19	\$0.00	\$30,000.00	\$30,000.00	Increase for new grant agreement
S	Detention	Revenue	22600-0001-46900	614-85-380-20002	Revenue on Agreements - USMS	\$200,000.00	(\$200,000.00)	\$0.00	USMS now paying directly to prisons
	Detention	Expenditure	22600-8002-57999	614-100-457-00252	Payments on Agreements - USMS	\$200,000.00	(\$200,000.00)	\$0.00	USMS now paying directly to prisons
S	Sheriff	Revenue	11000-0001-46900	401-24-360-38101	SRO Reimbursement	\$0.00	\$248,000.00	\$248,000.00	IGA in place to provide SRO's to schools
S	Sheriff	Expenditure	11000-1005-51020	401-005-408-00002	Full Time Salaries	\$1,390,881.00	\$107,328.00	\$1,498,009.00	To increase budget for 2 new SRO officers
S	Sheriff	Expenditure	11000-1005-52020	401-005-408-00063	PERA Muni 2 - 9.55% & Police 5 - 18.90%	\$381,816.00	\$17,267.00	\$399,083.00	To increase budget for 2 new SRO officers
S	Sheriff	Expenditure	11000-1005-52030	401-005-408-00065	Group Insurance	\$381,816.00	\$33,667.00	\$415,483.00	To increase budget for 2 new SRO officers
S	Sheriff	Expenditure	11000-1002-52100	401-005-408-00066	Worker's Comp	\$250.00	\$20.00	\$270.00	To increase budget for 2 new SRO officers
S	Sheriff	Expenditure	11000-1005-52021	401-005-408-00081	Retiree Health Care	\$29,409.00	\$2,147.00	\$31,556.00	To increase budget for 2 new SRO officers
S	Sheriff	Expenditure	11000-1005-52011	401-005-408-00068	Medicare	\$21,322.00	\$1,557.00	\$22,879.00	To increase budget for 2 new SRO officers

ATTEST:

County Clerk

Date

Board Chairman

Date





# 9c. New Business

# Resolution 23-55

1<sup>st</sup> Quarter Financial Report

**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. 2023-55**

**FISCAL YEAR 2023-2024 FIRST QUARTER FINANCIAL REPORT**

**WHEREAS,** the Board of County Commissioners of the County of Cibola is the duly constituted governing body of the County and serves *ex officio* as the County Board of Finance with authority for establishing, monitoring, and adjusting the County's budget; and

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

**WHEREAS,** it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 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** hereby approves the first quarter report for FY 2024 hereinafter described as Attachment "2023-55A" and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

**PASSED, APPROVED and ADOPTED** by the governing body at its regular meeting on the 26th day of October in 2023.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
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

**ATTEST:**

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

# Schedule 2023-55A

## Cibola County Monthly Operating Cash Report - FY24 1st Quarter as of September 30, 2023

Active Funds	Beginning Cash Balance as of 7-1-2023	Beginning Investments (Fund 614 is YTD.)	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investments
101 - INVESTMENT FUND	\$0.00	\$5,507,745.68	\$71,225.72	\$0.00	\$0.00	\$0.00	\$5,578,971.40
401 - GENERAL FUND	\$5,750,552.85	\$0.00	\$858,042.92	(\$268,314.65)	(\$2,166,889.58)	(\$6,422.11)	\$4,166,969.43
402 - ROAD	\$152,649.28	\$0.00	\$280,497.21	\$0.00	(\$407,793.41)	\$3,937.72	\$29,290.80
403 - FARM & RANGE	\$0.00	\$0.00	\$0.00	\$3,476.69	(\$3,476.69)	\$0.00	\$0.00
406 - INDIGENT	\$692,889.38	\$0.00	\$166,807.67	\$0.00	(\$83,906.10)	\$0.00	\$775,790.95
407 - SAN RAFAEL VFD	\$255,329.45	\$0.00	\$110,832.00	\$0.00	(\$122,076.03)	(\$50.00)	\$244,035.42
408 - BLUEWATER VFD	\$89,784.17	\$0.00	\$68,042.00	(\$25,251.00)	(\$1,635.68)	(\$420.00)	\$130,519.49
409 - LOBO CANYON VFD	\$295,777.14	\$0.00	\$0.00	\$0.00	(\$116,214.92)	\$0.00	\$179,562.22
413 - LAGUNA EMS	\$5,674.63	\$0.00	\$11,147.00	\$0.00	(\$1,818.89)	\$0.00	\$15,002.74
415 - PINEHILL EMS	\$1,546.22	\$0.00	\$9,039.00	\$0.00	\$0.00	\$0.00	\$10,585.22
416 - FENCE LAKE VFD	\$521,084.69	\$0.00	\$33,427.00	\$0.00	(\$3,251.26)	(\$259.34)	\$551,001.09
418 - CANDY KITCHEN VFD	\$341,301.63	\$0.00	\$86,495.00	(\$37,531.00)	(\$22,285.22)	\$0.00	\$367,980.41
419 - LAGUNA VFD	\$859,195.51	\$0.00	\$200,552.00	\$0.00	(\$3,678.36)	\$0.00	\$1,056,069.15
424 - CUBERO VFD	\$172,179.27	\$0.00	\$56,909.00	(\$13,541.00)	(\$1,010.28)	\$0.00	\$214,536.99
425 - CUBERO EMS	\$2,249.64	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$7,249.64
427 - EL MORRO VFD	\$195,363.40	\$0.00	\$33,427.00	\$0.00	(\$4,566.95)	\$0.00	\$224,223.45
428 - SUPERIOR AMBULANCE	\$1,766.53	\$0.00	\$14,945.00	\$0.00	(\$6,663.53)	\$0.00	\$10,048.00
429-CIBOLA ADMIN EMS	\$0.85	\$0.00	\$5,000.00	\$0.00	(\$358.00)	\$0.00	\$4,642.85
435 - CONSOLIDATED DISPATCH	\$194,548.33	\$0.00	\$379,232.76	\$14,136.52	(\$587,891.17)	(\$26.44)	\$0.00
438 - DWI GRANT	\$56,841.28	\$0.00	\$21,666.60	\$0.00	(\$1,363.63)	\$0.00	\$77,144.25
439 - DWI DISTRIBUTION	\$143,059.42	\$0.00	\$89,871.00	\$0.00	(\$100,996.71)	\$0.00	\$131,933.71
475 - COUNTY FIRE PROTECTION	\$1,208,050.12	\$0.00	\$66,316.79	\$0.00	(\$1,980.39)	\$0.00	\$1,272,386.52
500 - CLERK RECORDING/FILING	\$97,714.69	\$0.00	\$9,432.00	\$0.00	(\$8,136.71)	\$0.00	\$99,009.98
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$316,944.28	\$0.00	(\$13,347.87)	\$0.00	\$303,596.41
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,250,083.05	\$0.00	(\$7,097.60)	\$0.00	\$1,242,985.45
575 - NMFA LOANS	\$0.00	\$377,669.77	\$3,619.30	\$143,994.44	\$0.00	\$0.00	\$525,283.51
604 - FIRE MARSHAL	\$76,707.40	\$0.00	\$58,623.00	(\$16,970.00)	(\$32,903.24)	\$0.00	\$85,457.16
605 - LAW ENFORCEMENT PROTECTION	\$0.00	\$0.00	\$100,981.64	\$0.00	\$0.00	\$0.00	\$100,981.64
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$798,831.02	\$0.00	\$0.00	\$0.00	(\$946.55)	\$0.00	\$797,884.47
607 - QUARTZ HILL PROJECT	\$144,034.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$144,034.31
614 - DETENTION CENTER	\$0.00	\$809,354.36	\$1,827,711.60	\$200,000.00	(\$1,895,942.95)	(\$859,528.04)	\$81,594.97
620 - 1% REAPPRAISAL FUND	\$15,961.85	\$0.00	\$2,648.32	\$0.00	(\$14,823.00)	\$0.00	\$3,787.17
646 - LG ABATEMENT	\$0.00	\$0.00	\$15,826.71	\$0.00	(\$15,826.71)	\$0.00	\$0.00
647 - LATCF GRANT	\$3,151,902.50	\$0.00	\$3,151,902.50	\$0.00	(\$178,724.61)	\$0.00	\$6,125,080.39
648 - TPF COUNTY ROAD GRANTS FUND	\$1,505,488.13	\$0.00	\$0.00	\$0.00	(\$23,391.34)	\$0.00	\$1,482,096.79
649 - AMERICAN RESCUE PLAN ACT	\$2,414,398.12	\$0.00	\$0.00	\$0.00	(\$588,576.06)	\$0.00	\$1,825,822.06
651 - CAPITAL OUTLAY PROJECTS	\$0.00	\$0.00	\$251,867.62	\$0.00	(\$41,035.22)	\$0.00	\$210,832.40
TOTALS=	\$19,144,881.81	\$6,694,769.81	\$9,558,115.69	\$0.00	(\$6,458,608.66)	(\$862,768.21)	\$28,076,390.44

ATTEST:

Clerk

Date

Board Chairman





# 9d. New Business

## Resolution 23-48

Setting Election Worker Compensation





**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION 2023-48**

**SETTING ELECTION WORKER COMPENSATION**

**WHEREAS**, the Board of County Commissioners of Cibola County, met in a meeting on October 26, 2023, at 5:00 pm in the Cibola County Commission Chamber, 700 East Roosevelt Ave. Suite 50, Grants, NM 87021; and,

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

**WHEREAS**, the office of county clerk is established by Article VI, Section 22 of the New Mexico Constitution and the County Clerk serves as the chief election officer of the County; and,

**WHEREAS**, NMSA 1978, Section 1-2-11 (2019) provides that a County Clerk may appoint election board members to conduct elections; and,

**WHEREAS**, NMSA 1978, Section 1-2-16 (2023) provides that “A. Members of an election board and messengers shall be compensated for their services at an hourly rate set by the secretary of state; provided that the rate in each county shall not be less than the federal minimum hourly wage rate nor more than four hundred dollars (\$400) for an election day; and provided further that the rate may differentiate among the presiding judge, election judges, election clerks and messengers. Election board members and messengers shall be paid for training and may additionally be paid mileage as provided in the Per Diem and Mileage Act each way over the usually traveled route when an election board member or messenger travels by private vehicle. B. Members of an election board and messengers assigned to alternate voting or alternate mobile voting locations, or absent voter precincts may be compensated at an hourly rate set by the county clerk. C. Compensation shall be paid within thirty days following the date of election; and D. For purposes of determining eligibility for membership in the public employee’s retirement association and pursuant to the provisions of Subsection B of Section 10-11-3 NMSA 1978, election board members and messengers are designated as seasonal employees.”

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Cibola County and approved by the Cibola County Clerk that the following salary schedule and employment status is set for election workers.

A. Compensation

- |  |                  |
|--|------------------|
| 1. Presiding Judge:                    | \$400.00 per day |
| 2. Election Clerks & Interpreters:     | \$300.00 per day |
| 3. Temporary Clerk's Office Employees: | \$14.00 per hour |
| 4. Temporary Early Voting Employees:   | \$14.00 per hour |

B. Election workers are designated as Casual Employees pursuant to the County's Personnel Policy Ordinance 2018-03 and thus do not accrue benefits.

C. Pursuant to NMSA 1978, Section 10-11-3 (2009) election workers are designated as seasonal employees for the purposes of the Public Employee Retirement Act (PERA) and are excluded PERA.

D. Any compensation will be paid through the County payroll and all required tax and other withholdings shall be made.

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

**APPROVED, ADOPTED, AND PASSED** on this 26<sup>th</sup> day of October 2023.

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

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

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

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

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

APPROVED AND ATTESTED:

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



# 9e. New Business

## Resolution 23-49

2024 Holiday Schedule



**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION № 2023-49**

**WHEREAS**, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Suite 50, Grants, NM 87020, on October 26<sup>th</sup>, 2023 at 5:00 p.m. as required by law; and,

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

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

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

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Cibola County Commission that it adopts the following **14** day paid Holiday Schedule for the 2024/2025 calendar year.

Monday, January 15, 2024 - Martin Luther King Jr Day  
Monday, February 19, 2024 - Presidents Day  
Friday, March 29, 2024 – Easter Holiday  
Monday, May 27, 2024 - Memorial Holiday  
Thursday, July 4, 2024 - Independence Holiday  
Monday, September 2, 2024 - Labor Holiday  
Monday, October 14, 2024 – Indigenous Peoples Day  
Monday, November 11, 2024 - Veterans Day  
Thursday, November 28, 2024 -Thanksgiving Day  
Friday, November 29, 2024 -Family Day  
Tuesday, December 24, 2024 – Christmas Eve Holiday  
Wednesday, December 25, 2024 - Christmas Holiday  
Tuesday, December 31, 2024 - New Year's Eve Holiday  
Wednesday, January 1, 2025 - New Year's Day Holiday



**RESOLUTION 2023-49**  
**APPROVED, ADOPTED, AND PASSED** on this 26<sup>th</sup> day of October 2023.

\_\_\_\_\_  
Daniel J. Torrez, Chairman

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

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

\_\_\_\_\_  
Robert Windhorst, Member

\_\_\_\_\_  
Ralph Lucero, Member

Attest:

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



# 9f. New Business

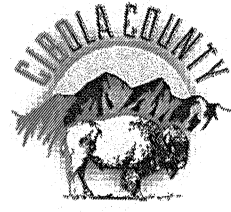
## Resolution 23-50

NMDOT TPF Grant Agreement for CR-5  
\$2,000,000

**Cibola County Commission**

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

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



Kate Fletcher  
County Manager

**Cibola County**  
**Resolution # 2023-50**

**PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO**  
**DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the **Cibola County** and the **New Mexico Department of Transportation** have entered into a grant agreement under the Transportation Fund Program for a local road project; and

**WHEREAS**, the total cost of the project will be \$2,000,000 to be funded in proportional share by the parties hereto as follows;

- a. New Mexico Department of Transportation's share shall be 95% or **\$1,900,000.00**

and

- b. Cibola County's proportional matching share shall be 5% or **100,000.00**

**TOTAL PROJECT COST IS \$2,000,000.00**

**Cibola County** shall pay all costs, which exceed the total amount of \$2,000,000.000

Now therefore, be it resolved in official session that **Cibola County** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing

The agreement terminates on June 30, 2026, and the **Cibola County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

**NOW, THEREFORE, BE IT RESOLVED** that **Cibola County** enters into Cooperative Agreement for Project Control Number **LP60039** with the New Mexico Department of Transportation for the TPF Program for year 2024 for Revised C-5 Moquino Llano Bridge & RD.-\*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 \$2.7 million. Requesting additional \$2 Million to complete construction. Termini-Milepost 0.71 and MP 0.85 Near Moquino.-within the control of the Cibola County in New Mexico.  
**PASSED, APPROVED AND ADOPTED THIS 26<sup>th</sup> DAY OF OCTOBER 2023.**

**THE CIBOLA COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

Attest:

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

Contract No. \_\_\_\_\_  
Vendor No. 0000047859  
Control No. HW2LP60039

## TRANSPORTATION PROJECT FUND GRANT AGREEMENT

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

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

### 1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Revised C-5 Moquino Llano Bridge & RD.-\*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 \$2.7 million. Requesting additional \$2 Million to complete construction. Termini-Milepost 0.71 and MP 0.85 Near Moquino.** (Project or CN LP60039). This Agreement specifies and delineates the rights and duties of the parties.

### 2. Project Funding.

- a. The estimated total cost for the Project is Two Million Dollars and No Cents **(\$2,000,000.00)** to be funded in proportional share by the parties as follows:
  1. Department's share shall be 95% **\$1,900,000.00**  
Revised C-5 Moquino Llano Bridge & RD.-\*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 \$2.7 million. Requesting additional \$2 Million to complete construction. Termini-Milepost 0.71 and MP 0.85 Near Moquino.
  2. The Public Entity's required proportional matching Share shall be 5% **\$100,000.00**  
For purpose stated above
  3. Total Project Cost **\$2,000,000.00**
- b. The Public Entity is responsible for all costs that exceed Project funding.
- c. All allocated funds must be spent by **June 30, 2026**.
- d. The Public Entity represents that no federal funds will be used to finance the Project.
- e. The Public Entity must repay Project funding to the Department if:
  1. The Project is cancelled or partially performed.



2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

**3. The Department:**

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
  1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
  2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
  3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
  1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
  2. Have any involvement in the construction phase;
  3. Be involved in permit preparation or the review or coordination with regulatory agencies.
  4. Conduct periodic assurance inspections or comparison material testing.
  5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
  1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
  2. Request written Project status reports.
  3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

**4. The Public Entity Shall:**

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:

1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
  2. Design and construct the Project in accordance with standards established by the Department.
- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
  - h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
  - i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
  - j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
  - k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
  - l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
  - m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
  - n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
  - o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

**5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

**6. Term.**

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2026**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

#### **7. Termination.**

If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

#### **8. Third Party Beneficiary.**

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

#### **9. New Mexico Tort Claims Act.**

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

#### **10. Contractors Insurance Requirements.**

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

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

#### **11. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or

otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

#### **12. Terms of this Agreement.**

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

#### **13. Legal Compliance.**

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

#### **14. Equal Opportunity Compliance.**

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

#### **15. Appropriations and Authorizations.**

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

#### **16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

#### **17. Severability.**



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

**18. Applicable Law.**

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

**19. Amendment.**

This Agreement may be amended by an instrument in writing executed by the parties.

**The remainder of this page is intentionally left blank.**

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

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

By: \_\_\_\_\_  
Assistant General Counsel

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

**Cibola County**

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

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

Title: Daniel J. Torrez-Comm. Chair

Attest: \_\_\_\_\_

Title: Michelle E. Dominguez-Clerk

**EXHIBIT A**

**CERTIFICATION OF PROJECT COMPLETION**

**Public Entity:**

**Control No. LP60039**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ certify in regard to Control No. **LP60039**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of \_\_\_\_\_, with New Mexico Department of Transportation 95% share of \_\_\_\_\_ and the Public Entity share of \_\_\_\_\_ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_

**In Witness Whereof**, \_\_\_\_\_ in his/her  
capacity as \_\_\_\_\_ of \_\_\_\_\_  
certify that the matters stated above are true to his/her knowledge and belief.

**Cibola County**

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

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

**ATTEST:**

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

**Public Entity Clerk**

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.



# 9g. New Business

## Resolution 23-51, 23-52, and 23-53

NMDOT LGRF CO-OP Grant Extension Request



**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

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**Resolution No. 23-51**

**WHEREAS**, Cibola County participates in the Local Government Road Fund (LGRF) program administered by the New Mexico Department of Transportation; and

**WHEREAS**, Cibola County and New Mexico Department of Transportation have entered into a joint and coordinated effort; and

**WHEREAS**, Cibola County Road Department has been working on unforeseen flooding issues which has Cibola County behind schedule and a 12(twelve) month extension on Contract # D19338/1 Control # L600208 is necessary.

**WHEREAS**, The total cost of the project will be **\$252,517.00** to be funded in proportional share by the parties hereto of as follows;

- a. New Mexico Department of Transportation's share shall be 75% which is **\$189,388.00.**
- b. Cibola County's proportional share Match Funding shall be 25% which is **\$63,129.00.**

Total project cost is **\$252,517.00.**

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS of CIBOLA COUNTY** determines, resolves, and orders as follows:

- a. That the project for this Cooperative agreement is adopted and has a priority standing.
- b. The agreement is hereby being amended to terminate on December 31, 2024, and Cibola County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. Cibola County to enter into Cooperative Agreement Contract #D19338/1 Control #L600208 through the New Mexico Department of Transportation LGRF project for year 2022-2023 for Pavement, reconstruction, Drainage improvements, Blade & Shape, & Miscellaneous within the control of Cibola County.

**PASSED, APPROVED and ADOPTED** by the governing body at its regular meeting on the 26<sup>th</sup> day of October, 2023.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
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

**ATTEST:**

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

Contract No.	<u>D19338/1</u>
Vendor No.	<u>0000047859</u>
Project No.	<u>N/A</u>
Control No.	<u>L600208</u>

# **FIRST AMENDMENT TO LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT**

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the Cibola County (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

## **RECITALS**

**Whereas**, the Department and the Public Entity entered into an Agreement, Contract No. D19338, on July 8, 2022; and,

**Whereas**, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

**Whereas**, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

**Whereas**, the parties agree to modify this Agreement.

**Now, therefore**, the Department and the Public Entity agree as follows:

Section 6, Term, is deleted and replaced with the following:

### **6. Term.**

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2024. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

**In Witness Whereof**, each party is signing this Agreement on the date stated opposite that party's signature.

**New Mexico Department of Transportation**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

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

By: \_\_\_\_\_  
Assistant General Counsel

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

Cibola County

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

Date: 10.26.2023

Name: Daniel J. Torrez

Title: Commission Chair

ATTEST:

By: \_\_\_\_\_  
Cibola County Clerk

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



**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

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**Resolution No. 23-52**

**WHEREAS**, Cibola County participates in the Local Government Road Fund (LGRF) program administered by the New Mexico Department of Transportation; and

**WHEREAS**, Cibola County and New Mexico Department of Transportation have entered into a joint and coordinated effort; and

**WHEREAS**, Cibola County Road Department has been working on unforeseen flooding issues which has Cibola County behind schedule and a 12(twelve) month extension on Contract # D19339/1 Control # L600214 is necessary.

**WHEREAS**, the total cost of the project will be **\$122,104.00** to be funded in proportional share by the parties hereto of as follows;

- a. New Mexico Department of Transportation's share shall be 75% which is **\$91,578.00.**
- b. Cibola County's proportional share Match Funding shall be 25% which is **\$30,526.00.**

Total project cost is **\$122,104.00.**

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS of CIBOLA COUNTY** determines, resolves, and orders as follows:

- a. That the project for this Cooperative agreement is adopted and has a priority standing.
- b. The agreement is hereby being amended to terminate on December 31, 2024, and Cibola County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into the written agreement.
- c. Cibola County to enter into Cooperative Agreement Contract #D19339/1 Control #L600214 through the New Mexico Department of Transportation for LGRF Project for year 2022-2023 for Pavement, reconstruction, Drainage Improvements, Blade & Shape, & Miscellaneous within the control of Cibola County in Cibola, New Mexico.

**PASSED, APPROVED and ADOPTED** by the governing body at its regular meeting on the 26<sup>th</sup> day of October, 2023.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
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

**ATTEST:**

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

Contract No.	<u>D19339/1</u>
Vendor No.	<u>0000047859</u>
Project No.	<u>N/A</u>
Control No.	<u>L600214</u>

**FIRST AMENDMENT TO  
LOCAL GOVERNMENT ROAD FUND  
COOPERATIVE AGREEMENT**

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the Cibola County (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

**RECITALS**

**Whereas**, the Department and the Public Entity entered into an Agreement, Contract No. D19339, on July 8, 2022; and,

**Whereas**, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

**Whereas**, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

**Whereas**, the parties agree to modify this Agreement.

**Now, therefore**, the Department and the Public Entity agree as follows:

Section 6, Term, is deleted and replaced with the following:

**6. Term.**

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2024. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

**In Witness Whereof**, each party is signing this Agreement on the date stated opposite that party's signature.

**New Mexico Department of Transportation**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

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

By: \_\_\_\_\_  
Assistant General Counsel

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

Cibola County

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

Date: 10.26.2023

Name: Daniel J. Torrez

Title: Commission Chair

ATTEST:

By: \_\_\_\_\_  
Cibola County Clerk

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



**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. 23-53**

**WHEREAS**, Cibola County participates in the Local Government Road Fund (LGRF) program administered by the New Mexico Department of Transportation; and

**WHEREAS**, Cibola County and New Mexico Department of Transportation have entered into a joint and coordinated effort; and

**WHEREAS**, Cibola County Road Department has been working on unforeseen flooding issues which has Cibola County behind schedule and a 12(twelve) month extension on Contract # D19340/1 Control # L600216 is necessary.

**WHEREAS**, The total cost of the project will be **\$422,333.00** to be funded in proportional share by the parties hereto of as follows;

- a. New Mexico Department of Transportation's share shall be 75% which is **\$316,750.00.**
- b. Cibola County's proportional share Match Funding shall be 25% which is **\$105,583.00.**

Total project cost is **\$422,333.00.**

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS of CIBOLA COUNTY** determines, resolves, and orders as follows:

- a. That the project for this Cooperative agreement is adopted and has a priority standing.
- b. The agreement is hereby being amended to terminate on December 31, 2024, and Cibola County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and such covenants, agreements, and understandings have been merged into the written agreement.
- c. Cibola County to enter into Cooperative Agreement Contract #D19340/1 Control #L600216 through the New Mexico Department of Transportation LGRF for project year 2022-2023 for Pavement, reconstruction, Drainage Improvements, Blade & Shape, & Miscellaneous within the control of Cibola County.

**PASSED, APPROVED and ADOPTED** by the governing body at its regular meeting on the 26<sup>th</sup> day of October, 2023.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
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

**ATTEST:**

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

Contract No.	<u>D19340/1</u>
Vendor No.	<u>0000047859</u>
Project No.	<u>N/A</u>
Control No.	<u>L600216</u>

**FIRST AMENDMENT TO  
LOCAL GOVERNMENT ROAD FUND  
COOPERATIVE AGREEMENT**

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the Cibola County (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

**RECITALS**

**Whereas**, the Department and the Public Entity entered into an Agreement, Contract No. D19340, on July 8, 2022; and,

**Whereas**, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

**Whereas**, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

**Whereas**, the parties agree to modify this Agreement.

**Now, therefore**, the Department and the Public Entity agree as follows:

Section 6, Term, is deleted and replaced with the following:

**6. Term.**

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2024. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

**In Witness Whereof**, each party is signing this Agreement on the date stated opposite that party's signature.

**New Mexico Department of Transportation**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

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

By: \_\_\_\_\_  
Assistant General Counsel

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

**Cibola County**

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

Date: 10.26.2023

Name: Daniel J. Torrez

Title: Commission Chair

**ATTEST:**

By: \_\_\_\_\_  
Cibola County Clerk

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



# 9h. New Business

## Resolution 23-54

NMC 2024 Legislative Priorities



## **Cibola County Commission**

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

# **Cibola County**

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



Kate Fletcher  
County Manager

## **Resolution 2023-54 Resolution Supporting the New Mexico Counties 2024 Legislative Priorities**

**WHEREAS**, in August 2023, the New Mexico Counties Board of Directors approved three legislative priorities for consideration by the New Mexico Legislature at its 2024 session; *and*

**WHEREAS**, NMC has requested that the Board of County Commissioners in each of the state's 33 counties discuss and approve support for NMC's legislative priorities as an important step in assuring maximum understanding of NMC's legislative priorities at the county level; *and*

**WHEREAS**, county support enables NMC to demonstrate strong local and statewide support to the state legislature for the following issues:

### **1. HB 2 Appropriations**

#### Detention Reimbursement Fund

Fully fund County Detention Facilities Reimbursement Act Fund to reimburse counties for the actual cost of housing state inmates.

- Currently at \$5 million
- According to the New Mexico Sentencing Commission, the five-year average cost to house New Mexico Corrections Department inmates is \$7.5 million.

#### Detention Recruitment and Retention

Appropriate \$10 million to the newly formed Corrections Workforce Capacity Building Fund administered by DFA.

- Sufficient numbers of detention staff are essential to a safe and well-operated detention facility which is directly correlated to community safety.
- A public safety recruitment and retention fund would provide local governments with much needed resources to provide detention services to their communities.

#### Prisoner Transport and Extradition

Create a line item in the DFA budget with \$750,000 to reimburse counties that provide transportation for state prisoners.

- Statute 4-44-18C NMSA requires the state to make such payment.
- Counties should not be responsible to pay for state prisoner extradition.

#### RISE Funding

Make permanent and increase county participation in the RISE (Reach, Intervene, Support and Engage) Program.

#### Emergency Medical Services

Create a line item in the Department of Health Emergency Medical Services (EMS) Bureau budget with \$10 million to assist local government EMS services.

- Emergency medical services in New Mexico have been significantly underfunded for years.
- Current state appropriations, taxes collected through local GRT increments, and other sources of revenue do not provide sufficient support to local governments to meet community needs, especially in rural areas of the state.
- EMS services are vital to the health and welfare of New Mexico citizens.

#### Courthouse Funding

Create a recurring appropriation of \$25 million for construction and renovation of state district courthouses.

- In 2023, the legislature appropriated \$23 million to the Administrative Office of the Courts to assist with critical needs.
- \$15 million was designated to resolve litigation between the 8<sup>th</sup> Judicial District Court and Otero County and the remaining balance is being distributed based on needs statewide.
- Counties maintain that district courthouses are a state responsibility and that the rising costs of construction, security, and IT necessitate a shared revenue stream.

#### State Health Benefits Plan

Create a State Health Benefit Fund solvency plan.

- The current State Health Care Benefit Plan is facing an estimated \$149 million deficit.
- The State of New Mexico has not increased premiums in the past three years.
- The General Services Division invoiced local government public bodies (LPB) for approximately \$18 million for previous and projected shortfalls.
- NMC has filed a lawsuit on behalf of 24 counties questioning the legality of these “special assessments.”
- NMC seeks a solution to ensure fund solvency and guarantee proper notice and planning to enable LPBs to adequately budget for increased cost moving forward.

## **2. Elected Official Salary Increase**

Increase the salary cap for newly elected county officials by 15% with a provision for future adjustments to track the Consumer Price Index (CPI).

- Last amended in 2018 (HB69) for increases beginning in 2019.
- Historically adjusted approximately every 4 years.
- Must be in place when newly elected officials take office in 2024.
- CPI provision would eliminate the need for repeated legislative action.

## **3. Firefighter Recruitment & Retention**

Appropriate a \$50 million reoccurring fund to the NM Department of Homeland Security to be administered by the State Fire Marshal’s Office for fire departments to staff, recruit, and retain career and volunteer firefighters.

- Call volume has increased by as much as 50% in the last year.
- Response systems are overburdened.
- Average age of New Mexican volunteer is 65.

**NOW, THEREFORE, BE IT RESOLVED** that the County of Cibola Board of County Commissioners does hereby support NMC’s legislative priorities as set forth above and urges that legislation incorporating these priorities be enacted by the state legislature during its 2024 session.

**ADOPTED this 26 of October 2023**

**BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY, NEW MEXICO**

<hr/>	
Daniel J. Torrez, Chair, District [2]	For / Against
<hr/>	
Martha Garcia, 1 <sup>st</sup> Vice–Chair, District [5]	For / Against
<hr/>	
Christine Lowery, 2 <sup>nd</sup> Vice–Chair, District [1]	For / Against
<hr/>	
Ralph Lucero, Commissioner, District [3]	For / Against
<hr/>	
Robert Windhorst, Commissioner, District [4]	For /Against

ATTEST:

---

Michelle E. Dominguez  
Cibola County Clerk



## NMC 2024 Legislative Priorities

### **HB 2 Appropriations**

#### Detention Reimbursement Fund

Fully fund County Detention Facilities Reimbursement Act Fund to reimburse counties for the actual cost of housing state inmates.

- Currently at \$5 million.
- According to the New Mexico Sentencing Commission, the five-year average cost to house New Mexico Corrections Department inmates is \$7.5 million.

#### Detention Recruitment and Retention

Appropriate \$10 million to the newly formed Corrections Workforce Capacity Building Fund administered by DFA.

- Sufficient numbers of detention staff are essential to a safe and well-operated detention facility which is directly correlated to community safety.
- A public safety recruitment and retention fund would provide local governments with much needed resources to provide detention services to their communities.

#### Prisoner Transport and Extradition

Create a line item in the DFA budget with \$750,000 to reimburse counties that provide transportation for state prisoners.

- Statute 4-44-18C NMSA requires the state to reimburse counties for state prisoner transport and extradition.
- Counties should not be responsible to pay for state prisoner transport and extradition.

#### RISE Funding

Make permanent and increase county participation in the RISE (Reach, Intervene, Support and Engage) Program.

#### Emergency Medical Services

Create a line item in the Department of Health Emergency Medical Services (EMS) Bureau budget with \$10 million to assist local government EMS services.

- Emergency medical services in New Mexico have been significantly underfunded for years.
- Current state appropriations, taxes collected through local GRT increments, and other sources of revenue do not provide sufficient support to local governments to meet community needs, especially in rural areas of the state.
- EMS services are vital to the health and welfare of New Mexico citizens.

444 Galisteo Street  
Santa Fe, NM 87501

877-983-2101  
505-983-2101  
Fax: 505-983-4396

NMCOUNTIES.ORG

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Create a recurring appropriation of \$25 million for construction and renovation of state district courthouses.

- In 2023, the legislature appropriated \$23 million to the Administrative Office of the Courts to assist with critical needs.
- \$15 million was designated to resolve litigation between the 8<sup>th</sup> Judicial District Court and Otero County and the remaining balance is being distributed based on needs statewide.
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Increase the salary cap for newly elected county officials by 15% with a provision for future adjustments to track the Consumer Price Index (CPI).

- Last amended in 2018 (HB69) for increases beginning in 2019.
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### **Firefighter Recruitment & Retention**

Appropriate a \$50 million reoccurring fund to the NM Department of Homeland Security to be administered by the State Fire Marshal’s Office for fire departments to staff, recruit, and retain career and volunteer firefighters.

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- Response systems are overburdened.
- Average age of New Mexican volunteer is 65.





## 9i. New Business

# Resolution 23-56

Amending Appointment to Board Registration



**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION 2023-56**

**A RESOLUTION AMENDING APPOINTMENT OF  
MEMBERS TO THE BOARD OF REGISTRATION**

**WHEREAS**, the Board of County Commissioners of Cibola County, met in a meeting on October 26, 2023, at 5:00 pm in the Cibola County Commission Chamber, 700 East Roosevelt Ave. Suite 50, Grants, NM 87021; and,

**WHEREAS**, the Board of County Commissioners of the County of Cibola exercises the powers of the County as a body politic and corporate pursuant to NMSA 1978, Section 4-38-1(1884); and,

**WHEREAS**, the New Mexico Election Code (Chapter 1 NMSA 1978) establishes the Board of Registration, which consists of five (5) voters in each county who shall serve from July 1 of an odd-numbered year until June 30<sup>th</sup> of the next succeeding odd-numbered year. Members of the Board of Registration shall hold office until their successors are appointed and qualified; and

**WHEREAS**, the National Voter Registration Act of 1993 ("NVRA") (52 U.S.C. Sections 20501 to 20511) was enacted in part to require states to permit eligible persons to register to vote in federal elections when applying for an initial or renewed driver's license; and

**WHEREAS**, the NVRA was also enacted to enhance voter participation in elections, to increase the number of registered voters, to ensure that states maintained accurate voter rolls, and to protect the integrity of elections; and,

**WHEREAS**, the Election Code establishes the duties of a county's Board of Registration, which include but are not limited to:

- a. Reviewing the list of eligible voters following a general in satisfaction of the NVRA;
- b. Directing the county clerk, in satisfaction of the NVRA, to cancel the registration of any voter who has been sent notice in conformance with Section 1-4-28(E) of the Election Code, where the voter has failed to respond to the

- notice and has not voted, or has confirmed a change of residence to a place outside the county; and
- c. Carrying out other list maintenance provisions of the NVRA and the Election Code; and,

**WHEREAS**, members of the Board of Registration shall qualify by taking and filing in the Office of the County Clerk the oath required of county officials.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Cibola County that the following voters are hereby appointed to the Board of Registration:

- |    |                                 |                                |
|----|---------------------------------|--------------------------------|
| 1. | <b>Lia Mullen</b> _____         | <b>Party: Republican</b> _____ |
| 2. | _____                           | <b>Party:</b> _____            |
| 3. | <b>Bernadette Marquez</b> _____ | <b>Party: Republican</b> _____ |
| 4. | <b>Beck Touchin</b> _____       | <b>Party: Democratic</b> _____ |
| 5. | <b>Rebecca Hopinkah</b> _____   | <b>Party: Democratic</b> _____ |

**Alternates:**

- |    |                          |                          |
|----|--------------------------|--------------------------|
| 1. | <b>Paul Spencer</b>      | <b>Party: Republican</b> |
| 2. | <b>Bud Spencer</b>       | <b>Party: Republican</b> |
| 3. | <b>Georgia Sanchez</b>   | <b>Party: Democratic</b> |
| 4. | <b>Marvella Gonzales</b> | <b>Party: Democratic</b> |
| 5. | <b>David Alcon</b>       | <b>Party: Democratic</b> |

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the appointed members of the Board of Registration shall carry out the duties required of them by the National Voter Registration Act and the Election Code, that their term of service shall run from adoption of this Resolution until June 30, 2025, but shall hold their office until their successors are appointed and qualified, and that, in the event a position on the Board of Registration becomes vacant for any reasons described in Section 10-3-1 NMSA 1978, the Board of County Commissioners shall appoint a replacement who shall qualify pursuant to Section 1-4-34(B) and serve until the expiration of the original term.

**APPROVED, ADOPTED, AND PASSED** on this 26th day of October 2023.

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

---

Daniel Torrez, Chair

---

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

---

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

---

Robert Windhorst, Commissioner

---

Ralph Lucero, Commissioner

ATTEST:

---

Michelle E. Dominguez  
Cibola County Clerk



# 9j.(1) New Business

# Requisitions Over \$20,000

Network Engineering/ SHI/Data Processing





\$33,700



<b>DATE :</b>	<b>DEPARTMENT:</b>	<b>QUOTE OBTAINED BY:</b>	
May 11, 2023	Data Processing	Jason Bean	
	<b>QUOTE #1</b>	<b>QUOTE #2</b>	<b>QUOTE #3</b>
<b>VENDOR NAME:</b>	SHI		
<b>CONTACT NAME:</b>	Daniel Mirsky		
<b>PHONE:</b>	(732) 317-6876		
<b>FAX:</b>			

[illegible]

SUBTOTAL FOR SELECTED ITEMS	33,700.00	-	-
TOTAL LABOR/ SERVICE COSTS	-	-	-
TOTAL GROSS RECEIPTS TAX	-	-	-
TOTAL SHIPPING/ FREIGHT COSTS	-	-	-
GRAND TOTAL	33,700.00	-	-

VENDOR	SHI	REASON SELECTED	STATE CONTRACT		
		CONTRACT/BID/RFP #	10-00000-20-00054AF		
ADDRESS	300 Davidson Ave.	ESTIMATED DELIVERY			
	Somerset, NJ 08873	PURCHASE ORDER #			
PURCHASING AGENT	CERTIFICATION	If all three signatures are not obtained the purchase cannot move forward	FUND NAME & LINE ITEM #	AMOUNT	
ENDORSEMENT	With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.		401-004-412-00012	\$	33,700.00
			Equip Maint & Repair		
		DEPARTMENT HEAD SIGNATURE	DESIGNEE SIGNATURE	FINANCE SIGNATURE	
					

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



Network Engineering  
**Statement of Work**  
For NM-County of Cibola

SHI International Corp.

SOW # 19573

September 6, 2023

Presented By  
Daniel Mirsky  
Account Executive, SHI  
Daniel\_mirsky@shi.com

Created By  
Leah Williams-Stephens  
Services Advisor  
Leah\_williams-stephens@shi.com

## Table of Contents

<b>1</b>	<b>Executive Summary .....</b>	<b>3</b>
<b>2</b>	<b>Project Description .....</b>	<b>3</b>
2.1	Proposed Architecture: .....	3
2.2	In Scope .....	4
2.3	Out of Scope .....	5
2.4	Project Specific Assumptions .....	5
2.5	Project Specific Customer Responsibilities .....	7
2.6	Project Duration .....	8
2.7	Project Management .....	8
2.8	Resources and Skills .....	8
<b>3</b>	<b>Assumptions .....</b>	<b>9</b>
<b>4</b>	<b>Customer Responsibilities .....</b>	<b>9</b>
<b>5</b>	<b>Duties of SHI .....</b>	<b>11</b>
<b>6</b>	<b>Change Control Process .....</b>	<b>11</b>
<b>7</b>	<b>Project Initiation Process .....</b>	<b>11</b>
<b>8</b>	<b>Price and Payment Information .....</b>	<b>12</b>
8.1	Travel Expenses .....	12
8.2	Billing Terms .....	12
8.2.1	Exception .....	13
8.3	Final Acceptance .....	13
<b>9</b>	<b>Terms and Conditions .....</b>	<b>13</b>
<b>10</b>	<b>SOW Acceptance .....</b>	<b>14</b>
<b>11</b>	<b>Confidential .....</b>	<b>14</b>
<b>12</b>	<b>Billing Information .....</b>	<b>15</b>
<b>13</b>	<b>Project Location(s) &amp; Contact Information .....</b>	<b>15</b>

## 1 Executive Summary

NM-County of Cibola ("Customer") has engaged SHI International Corp ("SHI") to provide Network Engineering ("Services").

Cibola County, headquartered in Grants, NM, has an existing single site vSphere deployment, running on HPE dHCI solution hardware. The customer is planning to procure two additional compute nodes and then redistribute the hardware evenly between the existing site and a second location for DR purposes. This endeavor will require the consolidation of production workloads to one half of the existing infrastructure, disconnect and relocation of components to be moved, redeployment and integration of moved equipment at the secondary site. This agreement encompasses the requested activities, minus the physical relocation of the equipment between sites.

**NOTE:** The entity responsible for physical equipment relocation remains to be determined and will likely be handled either by customer personnel or by a specialized IT relocation services company. Threadfin will not be responsible for the physical packing or relocation of the equipment. Threadfin recommends the use of a specialized IT equipment relocation services company that is bonded and insured for this type of activity.

## 2 Project Description

SHI shall provide the following Services to Customer on a time and materials cost basis.

### 2.1 Proposed Architecture:

The proposed architecture is as follows:

#### Current Environment

- Single vSphere deployment at one physical location
  - 4 HPE Proliant Servers
  - 4 SN2010 Mellanox network switches
  - 2 Alletra 6010's in an array group with 2 storage pools

#### Target Environment

- Matching deployments at two physical locations
  - 2 New HPE Proliant Servers to be procured
- Site 1 & Site 2 identically populated as follows:
  - 3 HPE Proliant Servers
  - 2 SN2010 Mellanox network switches
  - 1 Standalone Alletra 6010

## 2.2 In Scope

### Phase 1: Project Launch

- 1) Chair or participate in a kick-off meeting to ensure project goals are understood
- 2) Threadfin project management:
  - a) Oversee, schedule, and report on Threadfin deliverables
  - b) Collaborate with SHI and/or client project managers

### Phase 2: Discovery and Planning

- 1) Conduct environmental discovery and readiness assessment of current production environment
- 2) Ensure out-of-band backups (stored separately from in-scope equipment) are up-to-date and reliably available for immediate restoration.
- 3) Establish delineation at each layer (compute, network, storage) where division of workload will occur
- 4) Thoroughly document prerequisites, risks, caveats, and potential obstacles
- 5) Develop optimal workload segregation strategy and document updated design/configuration required for twin peered site deployment
  - a) NOTE: Redeployment at second site will be limited to 3 servers, 2 switches, and 1 storage array
- 6) Tag physical equipment to be moved, including servers, switches, and storage
- 7) Develop Rack Diagrams to detail connectivity and placement of equipment

### Phase 3: Preparations at Production Site

- 1) Relocate and consolidate existing workloads on primary site equipment (compute, networking, and data)
- 2) Verify stability after consolidation and validate readiness to segregate production storage
- 3) Evacuate secondary storage node and bifurcate array group so that primary node can sustain all production workloads
- 4) Repeat verification of environment stability and remediate as/if needed
- 5) Finalize evacuation and perform graceful shutdown of equipment to be detached from primary site

### Phase 4: Proactive Reconfiguration prior to Relocation

- 1) Remove superfluous physical network connections/cables no longer needed for primary site deployment
- 2) Reconfigure network switches for pre-deployment of configuration prior to equipment move
- 3) Reconfigure freed storage node for pre-deployment test while equipment remains at primary site
- 4) Configure three available compute nodes with vSphere for pre-deployment test
- 5) Bring entire secondary site environment online at production site, conduct pre-deployment testing/verification
- 6) Configure Alletra synchronous replication, while equipment still at primary site
  - a) Optionally, permit initial replication sync to occur prior to move
- 7) Once operational validation complete, gracefully shutdown secondary site equipment
- 8) Remove equipment from rack and prepare/package for physical relocation



**Phase 5: Equipment Relocation by Customer or External Provider**

- 1) Assist with management of equipment relocation, to be handled by customer or external provider
  - a) The entity responsible for physical equipment relocation remains to be determined and will likely be handled either by customer personnel or by a specialized IT relocation services company. Threadfin will not be responsible for the physical packing or relocation of the equipment. Threadfin recommends the use of a specialized IT equipment relocation services company that is bonded and insured for this type of activity.

**Phase 6: Redeployment and Testing at Secondary Site**

- 1) Rack/stack/cable compute nodes, network switches, and storage array at secondary site
- 2) Integrate relocated network switch configuration/connectivity with existing secondary site switch infrastructure
- 3) Bring environment online and validate proper operation
- 4) Test/verify proper operation of all solution components, vSphere, compute, network, storage
- 5) Resume synchronous replication and verify operation
- 6) Finalize environment configuration/state for full-time production/DR operations

**Phase 7: Knowledge Transfer, and Project Close**

- 1) Conduct focused and dedicated Knowledge Transfer (up to 4 hours) on the migrated environment
- 2) Provide As-Built documentation (updated version of the DDD)
- 3) Conduct Close-Out Meeting and receive Project Sign-Off

**Support throughout the project will be provided in a scheduled manner and as a Best Effort within the hours allocated to this engagement.**

Upon receipt of each deliverable listed above, customer will have five (5) business days to review and accept or reject. If customer does not provide written acceptance or rejection within the five (5) business days, the deliverable will be deemed accepted. There will be two (2) rounds of review allowed before the deliverable is deemed accepted.

## **2.3 Out of Scope**

Any Services not explicitly listed above as "In Scope" shall be considered out of scope for this project. Additionally, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- Operational, unscheduled, or emergency support
- Software/Hardware Purchase/Acquisition
- Licensing Purchase/Acquisition/Troubleshooting
- Certification Training
- Resolution of End User Desktop issues or installation/upgrade of desktop software
- Other deliverables, installation of hardware or software, or configuration of applications that are not specifically listed

## **2.4 Project Specific Assumptions**

1. The cost associated with this project is based on the services outlined in the Scope of Work.
2. Project is a time and material engagement and will be delivered onsite and remotely.
3. The "Duration" for this engagement is Threadfin's best view of the scope of the work at the onset. The actual hours necessary to accomplish the required tasks may be different depending on conditions encountered by the Threadfin consulting engineers.
4. One (1) hour per day minimum for remote services, when services are provided.

5. Eight (8) hours per day minimum for onsite services, when services are provided.
6. All licenses, software, and hardware must be available prior to project commencement and are the responsibility of the customer.
7. Remediation of AD, network, and other environment issues found during the course of the engagement is the responsibility of the customer unless specified otherwise within this Statement of Work.
8. Customer will provide designated points of contact to facilitate access to the network environment, connectivity to network segments, and any additional clarification of the environment as needed.
9. Documentation, diagrams, and/or interviews with key staff will be provided by Customer at Project Launch.
10. Customer will provide Threadfin access to existing network devices and access to the facilities containing these devices. Customer will provide on-site office facilities to Threadfin in support of this project if required.
11. Customer will provide all naming conventions, addressing, etc. to properly configure the devices.
12. Threadfin consultants will have adequate administrative access and connectivity including remote connectivity to perform the tasks required for the project:
  - a. Administrative credentials on all in-scope systems.
  - b. Remote Access capability such as VPN which will allow Threadfin consultants to independently access the customer network and work on the project. Alternative forms of access which are dependent upon customer personnel such as using a shared desktop accessed via WebEx or similar solutions are out of scope.
13. A standard document template will be utilized for this service delivery. Additional or extended documentation requests are out of scope.
14. Threadfin is not responsible for lost or corrupted data. Customer will perform and maintain backups throughout the project duration.
15. Threadfin is not responsible for delays caused by the customer, or failures or delays in receiving data from Customer or delays in scheduling.
16. Scheduled sessions that are missed or delayed due to customer availability or other customer-related reasons with less than one-hour notice will be billed in full if Time & Materials or may be included in a change order if Fixed Price.
17. Unless specified otherwise within this Statement of Work, Threadfin will provide two hours of dedicated Knowledge Transfer and turnover at the conclusion of the project. Time in excess of this amount due to customer requests for technical support, additional training, additional documentation, or other requests will be addressed via a change order.
18. Customer is responsible for the base Operating System (OS) server builds. Servers built by the customer for this project will be provided with the base OS loaded, on the latest Service Pack, and fully patched. They will have permanent static IP addresses and the permanent names assigned, such that these will not be changed until after project acceptance and close-out. Servers will be built cleanly from unaltered Microsoft ISO images. If deployed from a template or cloned the template must be an unaltered base OS image and properly generalized using the SYSPREP utility prior to use in this engagement.
19. Once the servers and applications have been deployed at the agreed upon OS, Service Pack, Application, Hotfix, and/or Rollup levels, subsequent patching and maintenance is the responsibility of the customer.
20. In scope hardware is under warranty and has remote management capabilities. Hardware and software must be covered under a support contract enabling support tickets to be opened if required.
21. Threadfin will participate in the customer's Change Management system for technical changes provided this involvement is minimized during fixed-price engagements. Total project time related to Change Management in excess of one hour will be addressed via a change order.

22. Firewall, switch, router, and network load balancer configurations – Threadfin will provide IP and port information to the customer who will then perform the actual configuration of these devices. Threadfin is not responsible for the configuration of these devices.
23. Mobile Devices (iPhones, Androids, Blackberries, Windows Mobile, etc.): It is assumed the customer Desktop team and Helpdesk will support mobile device users during the course of this engagement, if any is required. The same is true for end-user workstations, laptops, and Outlook configurations.
24. In the event that timely approval of any necessary change requests is not provided, it is understood by the customer that the delivery team will cease activities until it is provided.
25. Other deliverables, installation of hardware or software, or configuration of applications that are not specifically listed are out of scope.

## 2.5 Project Specific Customer Responsibilities

1. Customer will provide designated points of contact to facilitate access to the network environment, connectivity to network segments, and any additional clarification of the environment as needed.
2. Customer will provide Threadfin access to existing network devices and access to the facilities containing these devices. Customer will provide on-site office facilities to Threadfin in support of this project if required.
3. Customer will provide all naming conventions, addressing, etc. to properly configure the devices.
4. Customer will perform and maintain backups throughout the project duration. Threadfin is not responsible for lost or corrupted data.
5. Customer is responsible for the base Operating System (OS) server builds. Servers built by the customer for this project will be provided with the base OS loaded, on the latest Service Pack, and fully patched. They will have permanent static IP addresses and the permanent names assigned, such that these will not be changed until after project acceptance and close-out. Servers will be built cleanly from unaltered Microsoft ISO images. If deployed from a template or cloned the template must be an unaltered base OS image and properly generalized using the SYSPREP utility prior to use in this engagement.

## 2.6 Project Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated. The estimated project duration is **6 weeks\***.

SHI and the Customer will provide the required resources to deliver this project within the estimated duration. SHI and the Customer will allow for reasonable accommodations due to holidays, vacations, and unforeseen delays in deliveries.

*\*Note that Time and Materials budgets and durations are estimates. The final duration of the Services is affected by the actual time provided by all resources against the budget.*

## 2.7 Project Management

Project Management will be provided by SHI as specified in the "Pricing and Payment Schedule" section of this Statement of Work. The Project Manager shall act as the primary point of contact for this engagement. Project Management responsibilities include but are not limited to:

1. Conduct a kickoff meeting to ensure all project deliverables are outlined and sets proper project expectations.
2. Ensure project timelines, dependencies, budgets, and closure are met within the project lifecycle.
3. Hold weekly status meetings with the End User and the delivery team to identify proactively any issues that may arise to mitigate risk, review project status, open action items, and upcoming tasks.
4. Provide weekly time reporting to the End User for T&M projects.
5. Issue weekly status reports to the management of all companies involved in the project.
6. Facilitate any necessary change orders and administrative tasks, as necessary.
7. Create and maintain a stakeholder matrix throughout the project.
8. Track risks and issues and communicate those in status meetings and on status reports.
9. Conduct a final project Close-Out Meeting and receive Project Sign-Off from the End User.

## 2.8 Resources and Skills

SHI will provide the resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Title	Role Description	Involvement
<b>Solutions Architect</b>	Part time resource(s) responsible for all aspects of delivery including but not limited to analysis, design, build, test and migration activities.	<b>Part-time</b>
<b>Project Manager</b>	Part time resource responsible for overall execution of the project. Monitors progress against overall delivery. Primary interface between SHI and Customer.	<b>Part-time</b>

### 3 Assumptions

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of Services, additional time and associated fees and expenses may be required to complete this SOW.

1. Minimum lead time for scheduling Project Kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between SHI and Customer; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Customer is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. SHI is not responsible for delays caused by failures, including but not exclusive to systems, personnel, or environmental causes or in receiving data from Customer.
4. Any restrictions or requirements regarding the engineer's use of personal equipment must be stated in advance of the commencement of the engagement.
5. All hardware and/or software and licensing required to perform the above Services will be provided by and is the responsibility of Customer. All wiring, hardware, and software required to perform the above Services are in working order.
6. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM local time. Any work performed outside these hours is considered "overtime" and subject to overtime rates. Overtime Services must be previously agreed upon by both parties, scheduled in advance and will require a change order authorizing such charges.
8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

### 4 Customer Responsibilities

Both Customer and SHI are responsible for the successful execution of this engagement. Prior to the start of this SOW, Customer will indicate to SHI in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact"). The Customer Contact is responsible for the following:

1. Performing a full working backup prior to the commencement of Services as SHI is not responsible for lost data.
2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
3. Acting for the Customer in all aspects of the project.
4. Making the necessary administrative usernames and passwords available to the designated SHI resource if required for the successful completion of project.



5. Providing detailed and accurate information regarding their current network environment if required for the successful completion of project. This information will include the technical configuration of the domain environment.
6. Providing the necessary workspace and network access to provide the above Services.
7. Providing access to building(s) and room(s) if required for the successful completion of project.
8. Obtaining and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Ensuring that SHI project personnel have reasonable and safe access to the project site and adequate office space, if required.
10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
11. Informing SHI of all access issues and security measures and providing access to all necessary hardware and facilities as required.
12. Having the authority to resolve conflicting requirements.
13. Helping resolve project issues and ensuring that issues are brought to the attention of the appropriate persons within SHI, if required.

Customer will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Title	Role Description	Involvement
<b>Sponsor / Project Manager</b>	Project and resource coordination to support the effort as well as authority to make decisions and acceptance at project completion.	Part-time
<b>IT Resource(s)</b>	Provide access to workspace, building access, and general IT requests related to the effort. May also have responsibility for network, data center and project team activities.	Part-time

## 5 Duties of SHI

SHI shall provide the Services and the SHI Work Product during the term of this engagement in accordance with this SOW and these terms and conditions.

1. SHI will provide all resources, facilities, management, labor, expertise, skills, tools, and equipment necessary for the performance of its obligations under this SOW.
2. Without limiting the foregoing, SHI shall:
  - a. keep the Customer Project Manager advised of the progress of the project and the status of the Deliverables;
  - b. permit any designated representative of Customer periodically to review the work of SHI personnel performing Services and preparing Deliverables;
  - c. perform the Services in a timely manner and provide the Deliverables in accordance with this Statement of Work; and
  - d. keep accurate records of work performed on this Statement of Work, evidence of which SHI shall provide to Customer upon request.

## 6 Change Control Process

The "Change Control Process" is that process which shall govern changes to the scope, schedule or price of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration.

Under the Change Control Process, a written "Change Request" will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

SHI and Customer will review the change request. All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price.

## 7 Project Initiation Process

Upon receipt of a signed SOW and Purchase Order, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with Customer's Team.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Customer's team who will be involved with the project to understand the Project's goals, tasks, deliverables, and timelines.

Upon completion of the project kickoff meeting, minutes of the Kickoff meeting will be created based on the meeting discussion and distributed to Customer. Any changes to the project scope will be documented in these minutes. If Change Orders are necessary due to scope changes, that process will be initiated after the Kickoff meeting.

## 8 Price and Payment Information

SHI proposes to deliver the Services described previously for the rates set forth below. This is an estimate of the time required to complete the objective. There is no guarantee such objective will be implemented within this timeframe. The Estimated # of Hours allocated in the table below for each resource may be subject to change at any time during the duration of this SOW at SHI's sole discretion.

Rate Description	Hourly Rate	Estimated # of Hours	Total Estimated Fee
Senior Solutions Architect	\$190	160	\$30,400
Project Manager	\$ 165	20	\$3,300
<b>Total</b>		<b>180</b>	<b>\$ 33,700</b>

Timesheets will be provided on a weekly basis for review and approval by the SHI PSA.

The pricing demonstrated in the table above is valid until this document is fully executed or 60 days from 9/6/2023, whichever comes first. Upon becoming fully executed, the pricing shall be honored for the duration of this SOW.

**The total cost of this project is not to exceed \$33,700, unless otherwise agreed to by both parties via the Change Control Process as described previously.**

SHI will invoice for these Services based on hours consumed on a monthly basis or at completion of a project, whichever comes first.

Any additional work that is required outside the scope of this SOW requires written approval by SHI and Customer as described in the Change Control Process described previously in this document and will be billed at a rate mutually agreed upon by SHI and Customer.

### 8.1 Travel Expenses

Project will be delivered both remotely and on-site. Expenses will be billed at a flat weekly rate of \$3,250/week. Two weeks onsite are estimated. Total expense budget is \$6,500 and provides one resource onsite for two weeks. Additional onsite time can be provided via Project Change Request. Any expense policies to be followed must be provided in advance of the incurred expense.

### 8.2 Billing Terms

Invoices are processed monthly. All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order. Tax will be applied to the address in the "Billing Information" section unless otherwise specified in "Exception" section below.

### 8.2.1 Exception

Taxes will be applied to the physical addresses where work is performed.

### 8.3 Final Acceptance

At the completion of the work SHI will provide a "Project Acceptance Form" for execution by Customer. Customer's signature on this form signifies the Customer's Final Acceptance of the work, and agreement that all Deliverables have been completed in accordance with the SOW and the final invoice may be issued by SHI. If the Customer does not so accept the Deliverables then Customer shall, within fifteen calendar days after receipt of the Project Acceptance Form, state specifically which Deliverables were not Final Accepted and why, and return the form to SHI for resolution.

If Customer does not return the Project Acceptance Form within fifteen calendar days after the date of its transmittal, Customer shall be deemed to have Final Accepted the Deliverables, and consequently, the remainder of the Services, and SHI will invoice the Customer for the remainder of the price due to SHI.

## 9 Terms and Conditions

This statement of work (SOW) is subject to and governed by the terms of the Professional Services Agreement ("Agreement") shown in SHI PSA - Terms and Conditions.

In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of this SOW only. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.



## 10 SOW Acceptance

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the Services defined in this document. The Customer's signature below authorizes SHI to begin the Services described above and indicates the Customer's agreement to process and pay the invoices associated with these Services.

The Customer Contact signing this document has the authority to do so.

NM-County of Cibola		SHI International Corp.	
Name		Name	
Title		Title	
Signature		Signature	
Date		Date	
Purchase Order			

## 11 Confidential

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Customer's organization. If a contract is awarded to SHI as a result of or in connection with the submission of this document, Customer shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Customer and SHI. This restriction does not limit Customer's right to use information contained in this document if it is obtained from another source without restriction.



## 12 Billing Information

The location(s) of Services to be provided and billing contact is:

Billing Information
<b>Company Name</b> NM-County of Cibola
<b>Street Address</b> 700 East Roosevelt Suite 500
<b>City, State, Zip Code</b> Grants, NM 87020
<b>Contact Name and Title</b> Jason Bean
<b>Contact Phone Number and E-mail Address</b> Jbean@co.cibola.nm.us, 505-285-2599

## 13 Project Location(s) & Contact Information

Site Information
<b>Street Address</b> 700 East Roosevelt Suite 50, Grants, NM 87020
<b>Contact Name &amp; Information</b>



**State of New Mexico  
General Services Department**

**Statewide Price Agreement Cover Page**

**Awarded Vendor:**  
0000010388  
SHI International Corp.  
290 Davidson Ave.  
Somerset, NJ 08873

**Contact:** Tim Oakeley  
**Email:** Tim\_Oakeley@SHI.com  
**Telephone No.:** (505) 350-3852

**Price Agreement Number:** 10-00000-20-00054AF

**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.

**Invoice:**  
As Requested

**Procurement Specialist:** Vanessa LeBlanc

**Telephone No.:** (505) 629-9525

**Email:** Vanessa.LeBlanc@state.nm.us

*VL*

**Title:** Software Value Added Reseller (SVAR)

**Term:** September 6, 2022 – April 24, 2027

**This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on the attached Participating Addendum.**

**NASPO ValuePoint Link:** <https://www.naspovaluepoint.org/portfolio/software-value-added-reseller-svar/shi/>

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

*362*

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**

**SOFTWARE VALUE ADDED RESELLER (SVAR)  
LED BY THE STATE OF ARIZONA**



Master Agreement #: CTR060028  
Contractor: SHI  
Participating Entity: STATE OF NEW MEXICO  
New Mexico Statewide Price Agreement #: 10-00000-20-00054AF

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

**Scope and Participation:**

1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on April 24, 2027, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

Name:	Tim Oakeley – SHI
Address:	300 Davidson Ave, Somerset, New Jersey 08873
Telephone:	(505) 350-3852
Email:	Tim_Oakeley@SHI.com

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**

**SOFTWARE VALUE ADDED RESELLER (SVAR)  
 LED BY THE STATE OF ARIZONA**



**PARTICIPATING ENTITY:**

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	<a href="mailto:mark.hayden@state.nm.us">mark.hayden@state.nm.us</a>
Name:	Mark Hayden, State Purchasing Director, State Purchasing Division

**Participating Entity Modifications and Additions to the Master Agreement**

- ☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- ☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

**5. Taxes:**

The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

**6. Retainage:**  
 Reserved

**7. Performance Bond:**  
 Reserved

**8. Term:**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on



NASPO ValuePoint  
PARTICIPATING ADDENDUM

SOFTWARE VALUE ADDED RESELLER (SVAR)  
LED BY THE STATE OF ARIZONA



a date approved by the New Mexico State Purchasing Agent, if the New Mexico State Purchasing Agent has signed this Agreement, and end on April 24, 2027. The Participating State reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150. Notwithstanding the previous in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

9. **Termination:**

A. **Grounds.** The Participating State may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Participating State's uncured, material breach of this Agreement.

B. **Notice; Participating State Opportunity to Cure.**

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Participating State does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to provide the Goods or perform the Services contracted for, as determined by the Participating State; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Participating State's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

10. **Appropriations:**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating State proposes an amendment to the Agreement to unilaterally reduce funding, the





Cibola County, NM

# Detail vs Budget Report

## Account Summary

Date Range: 07/01/2023 - 09/28/2023

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
401 - GENERAL FUND								
Expense								
401-004-412-00012	EQUIP MAINT & REPAIR	36,661.78	230,000.00	0.00	66,615.76	66,615.76	126,722.46	55.10 %
401-005-408-00325	TRANS & EXTRAD OF PRISONERS	0.00	26,000.00	0.00	4,511.34	4,511.34	21,488.66	82.65 %
Expense Totals:		36,661.78	256,000.00	0.00	71,127.10	71,127.10	148,211.12	57.89 %
401 - GENERAL FUND Totals:		36,661.78	256,000.00	0.00	71,127.10	71,127.10	148,211.12	57.89 %
Report Total:		36,661.78	256,000.00	0.00	71,127.10	71,127.10	148,211.12	57.89 %




# 9j.(2) New Business

# Requisitions Over \$20,000

Computer Equipment/ SHI/Data Processing

\$35,311.90

# REQUISITION ORDER

		DATE :		DEPARTMENT:		QUOTE OBTAINED BY:			
		May 11, 2023		Data Processing		Jason Bean			
				QUOTE #1		QUOTE #2		QUOTE #3	
		VENDOR NAME: SHI							
		CONTACT NAME: Daniel Mirsky							
		PHONE: (732) 317-6876							
		FAX:							
NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION		
2	HPE DL360 GEN10+ 8SFF NC CTO SVR	1403.44	2,806.88		-		-		
2	DL360 GEN10 PLUS 8SFF CTO Server	0.00	-		-		-		
2	INT XEON-G 5318Y CPU	2006.90	4,013.80		-		-		
16	HPE 32GB 2RX4 PC4 3200AA-R	273.80	4,380.80		-		-		
16	HPE 64GB 2RX4 PC4 3200AA-R	636.47	10,183.52		-		-		
2	HPE DL360GEN10+ 8SFF SAS/SATA BC	72.64	145.28		-		-		
2	HPE NS2041-P GEN10+ BOOT CTRLR	398.69	797.38		-		-		
2	BCM 57414 10/25GBE SFP28 OCP3 ADPATER	191.20	382.40		-		-		
8	HPE BLC 10G SFP+ TRANSCIEVER	202.44	1,619.52		-		-		
2	HPEDL36X HIGH PERF FAN KIT	196.63	393.26		-		-		
4	HPE 800W FS PWR SPLY	105.67	422.68		-		-		
4	HPE FS KIT	0.00	-		-		-		
2	HPE ILO 1 SVR LIC 3 YR SUPPORT	273.36	546.72		-		-		
2	HPE GEN10 PLUS TPM BR KIT	15.91	31.82		-		-		
2	HPE GEN10+ INTRUSION DETECTION KIT	19.71	39.42		-		-		
2	GEN10+ HIGH PER HEAT SINK	69.59	139.18		-		-		
2	HPE DL300 G10+ 1U SFF EASY INSTALL RAIL KIT	192.60	385.20		-		-		
1	HPE TECH CARE 5 YR ESSENTIAL	0.00	-		-		-		
2	HPE PROLIANT DL360 GEN10+ SUPPORT	4258.83	8,517.66		-		-		
2	HPE ILO ADVANCED NON BLADE SUPPORT	43.93	87.86		-		-		
2	BCM 57414 10/25GBE 2 SFP	209.26	418.52		-		-		
			-		-		-		
			-		-		-		
			-		-		-		
			-		-		-		
SUBTOTAL FOR SELECTED ITEMS			35,311.90		-		-		
TOTAL LABOR/ SERVICE COSTS			-		-		-		
TOTAL GROSS RECEIPTS TAX			-		-		-		
TOTAL SHIPPING/ FREIGHT COSTS			-		-		-		
GRAND TOTAL			35,311.90		-		-		
VENDOR	SHI	REASON SELECTED		STATE CONTRACT		←			
ADDRESS	300 Davidson Ave. Somerset, NJ 08873	CONTRACT/BID/RFP #		10-00000-20-00054AF					
PURCHASING AGENT ENDORSEMENT	CERTIFICATION With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	ESTIMATED DELIVERY		PURCHASE ORDER #					
		If all three signatures are not obtained the purchase cannot move forward		FUND NAME & LINE ITEM #		AMOUNT			
				401-004-412-00012		\$ 35,311.90			
				Equip Maint & Repair					
		DEPARTMENT HEAD SIGNATURE		DESIGNEE SIGNATURE		FINANCE SIGNATURE			
		<i>Jason Bean</i>		<i>[Signature]</i>		<i>[Signature]</i>			

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





Pricing Proposal  
Quotation #: 23751638  
Created On: 7/27/2023  
Valid Until: 10/23/2023

## NM-County of Cibola

### Jason Bean

700 East Roosevelt Avenue  
Suite 50  
Grants, NM 87020  
United States  
Phone: (505) 287-9431  
Fax:  
Email: jbean@co.cibola.nm.us

## Inside Account Executive

### Danny Mirsky

300 Davidson Ave.  
Somerset, NJ 08873  
Phone: 732-317-6876  
Fax:  
Email: daniel\_mirsky@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HPE DL360 GEN10+ 8SFF NC CTO SVR Hewlett Packard Enterprise - Part#: P28948-B21 Note: 15 days	2	\$1,403.44	\$2,806.88
2 DL360 GEN10 PLUS 8SFF CTO SERVER Hewlett Packard Enterprise - Part#: P28948-B21#ABA Note: 15 days	2	\$0.00	\$0.00
3 INT XEON-G 5318Y CPU FOR HPE Hewlett Packard Enterprise - Part#: P36924-B21 Note: 15 days	2	\$2,006.90	\$4,013.80
4 HPE 32GB 2RX4 PC4-3200AA-R SMART KIT Hewlett Packard Enterprise - Part#: P06033-B21 Note: 15 days	16	\$273.80	\$4,380.80
5 HPE 64GB 2RX4 PC4-3200AA-R SMART KIT Hewlett Packard Enterprise - Part#: P06035-B21 Note: 15 days	16	\$636.47	\$10,183.52
6 HPE DL360 GEN10+ 8SFF SAS/SATA BC BP KIT Hewlett Packard Enterprise - Part#: P26427-B21 Note: 15 days	2	\$72.64	\$145.28
7 HPE NS204I-P GEN10+ BOOT CTRLR Hewlett Packard Enterprise - Part#: P12965-B21 Note: 15 days	2	\$398.69	\$797.38
8 BCM 57414 10/25GBE 2P SFP28 ADPTR Hewlett Packard Enterprise - Part#: P26262-B21 Note: 21 days	2	\$209.26	\$418.52
9 BCM 57414 10/25GBE 2P SFP28 OCP3 ADPTR Hewlett Packard Enterprise - Part#: P10115-B21	2	\$191.20	\$382.40

**Note:** 21 days

10	HPE BLC 10G SFP+ SR TRANSCEIVER Hewlett Packard Enterprise - Part#: 455883-B21 Note: 15 days	8	\$202.44	\$1,619.52
11	HPE DL36X GEN10+ HIGH PERF FAN KIT Hewlett Packard Enterprise - Part#: P26477-B21 Note: 15 days	2	\$196.63	\$393.26
12	HPE 800W FS PLAT HT PLG LH PWR SPLY KIT Hewlett Packard Enterprise - Part#: P38995-B21 Note: 15 days	4	\$105.67	\$422.68
13	HPE 800W II FS PLAT HTPLG PWR SUPPLY KIT Hewlett Packard Enterprise - Part#: P38995-B21#0D1 Note: 15 days	4	\$0.00	\$0.00
14	HPE ILO ADV 1-SVR LIC 3YR SUPPORT Hewlett Packard Enterprise - Part#: BD505A Note: 25 days	2	\$273.36	\$546.72
15	HPE GEN10 PLUS TPM BR MODULE KIT Hewlett Packard Enterprise - Part#: P13771-B21 Note: 25 days	2	\$15.91	\$31.82
16	HPE GEN10+ INTRUSION DETECTION KIT Hewlett Packard Enterprise - Part#: P14604-B21 Note: 25 days	2	\$19.71	\$39.42
17	HPE DL360 GEN10+ HIGH PERF HEAT SINK KIT Hewlett Packard Enterprise - Part#: P26479-B21 Note: 15 days	2	\$69.59	\$139.18
18	HPE DL300 G10+ 1U SFF EASY INST RAIL KIT Hewlett Packard Enterprise - Part#: P26485-B21 Note: 15 days	2	\$192.60	\$385.20
19	HPE 5Y TECH CARE ESSENTIAL SVC Hewlett Packard Enterprise - Part#: HU4A6A5 Note: Support product	1	\$0.00	\$0.00
20	HPE PROLIANT DL360 GEN10+ SUPPORT Hewlett Packard Enterprise - Part#: HU4A6A5#ZSA Note: Support product	2	\$4,258.83	\$8,517.66
21	HPE ILO ADVANCED NON BLADE SUPPORT Hewlett Packard Enterprise - Part#: HU4A6A5#R2M Note: Support product	2	\$43.93	\$87.86
			Subtotal	\$35,311.90
			Total	\$35,311.90

#### Additional Comments

Please Note: Hewlett Packard Enterprise has a zero returns policy on custom build machines. For these products, orders are non-



cancellable and non-returnable from point of order.

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

---

*The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.*



## State of New Mexico General Services Department

### Statewide Price Agreement Cover Page

**Awarded Vendor:**

0000010388

SHI International Corp.

290 Davidson Ave.

Somerset, NJ 08873

Contact: Tim Oakeley

Email: [Tim\\_Oakeley@SHI.com](mailto:Tim_Oakeley@SHI.com)

Telephone No.: (505) 350-3852

Price Agreement Number: 10-00000-20-00054AF

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) 629-9525

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

**Invoice:**

As Requested

Title: Software Value Added Reseller (SVAR)

Term: September 6, 2022 – April 24, 2027

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

NASPO ValuePoint Link: <https://www.naspovaluepoint.org/portfolio/software-value-added-reseller-svar/shi/>

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

*JSZ*

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**SOFTWARE VALUE ADDED RESELLER (SVAR)  
 LED BY THE STATE OF ARIZONA**

Master Agreement #: CTR060028  
 Contractor: **SHI**  
 Participating Entity: **STATE OF NEW MEXICO**  
 New Mexico Statewide Price Agreement #: 10-00000-20-00054AF

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

**Scope and Participation:**

1. Scope:

- ☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

- ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

- ☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on April 24, 2027, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

Name:	Tim Oakeley – SHI
Address:	300 Davidson Ave, Somerset, New Jersey 08873
Telephone:	(505) 350-3852
Email:	Tim_Oakeley@SHI.com

NASPO ValuePoint  
PARTICIPATING ADDENDUM

SOFTWARE VALUE ADDED RESELLER (SVAR)  
LED BY THE STATE OF ARIZONA



PARTICIPATING ENTITY:

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	<a href="mailto:mark.hayden@state.nm.us">mark.hayden@state.nm.us</a>
Name:	Mark Hayden, State Purchasing Director, State Purchasing Division

Participating Entity Modifications and Additions to the Master Agreement

- ☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- ☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. **Taxes:**

The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6. **Retainage:**  
Reserved

7. **Performance Bond:**  
Reserved

8. **Term:**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on



NASPO ValuePoint  
PARTICIPATING ADDENDUM

SOFTWARE VALUE ADDED RESELLER (SVAR)  
LED BY THE STATE OF ARIZONA



a date approved by the New Mexico State Purchasing Agent, if the New Mexico State Purchasing Agent has signed this Agreement, and end on April 24, 2027. The Participating State reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150. Notwithstanding the previous in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

9. **Termination:**

A. **Grounds.** The Participating State may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Participating State's uncured, material breach of this Agreement.

B. **Notice; Participating State Opportunity to Cure.**

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Participating State does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to provide the Goods or perform the Services contracted for, as determined by the Participating State; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Participating State's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

10. **Appropriations:**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating State proposes an amendment to the Agreement to unilaterally reduce funding, the





Cibola County, NM

# Detail vs Budget Report Account Summary

Date Range: 07/01/2023 - 09/28/2023

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
401 - GENERAL FUND								
Expense								
401-004-412-00012	EQUIP MAINT & REPAIR	36,661.78	230,000.00	0.00	66,615.76	66,615.76	126,722.46	55.10 %
401-005-408-00325	TRANS & EXTRAD OF PRISONERS	0.00	26,000.00	0.00	4,511.34	4,511.34	21,488.66	82.65 %
Expense Totals:		36,661.78	256,000.00	0.00	71,127.10	71,127.10	148,211.12	57.89 %
401 - GENERAL FUND Totals:		36,661.78	256,000.00	0.00	71,127.10	71,127.10	148,211.12	57.89 %
Report Total:		36,661.78	256,000.00	0.00	71,127.10	71,127.10	148,211.12	57.89 %



9j. (3) New Business

Requisitions Over  
\$20,000

Firearms-Ammo/ Proforce Law Enfor. /Sheriff's  
Dept.

\$26,635.50

[illegible]



# PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301  
Tel: 928-776-7192 Fax: 928-445-3468  
email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
	657942	2
	SHIP DATE	
Q U O T E	A.S.A.P.	

SOLD  
TO

CIBOLA COUNTY  
PURCHASING  
515 W HIGH STREET  
GRANTS NM 87020

SHIP  
TO

CIBOLA COUNTY  
515 W. HIGH STREET  
GRANTS NM 87020-2526

505-285-5434

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	09/27/23	010408	A	MIKE YARBROUGH	F-2D FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
	<p>IMPORTANT NOTICES:</p> <p>This quotation is based on the issuance of a department purchase order and F.E.T. form. ATF or the manufacturer may require additional forms. Sample forms may be found at: <a href="http://www.ProForceonline.com/forms.html">http://www.ProForceonline.com/forms.html</a></p> <p>Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary.</p> <p>Standard manufacturer's warranty applies to all department</p> <p>This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.</p> <p>ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to</p>					
	COMMENT					
	TERMS					



# PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301  
Tel: 928-776-7192 Fax: 928-445-3468  
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE#

PAGE

657942

3

QUOTE

SHIP DATE

A.S.A.P.

SOLD  
TO

CIBOLA COUNTY  
PURCHASING  
515 W HIGH STREET  
GRANTS NM 87020

SHIP  
TO

CIBOLA COUNTY  
515 W. HIGH STREET  
GRANTS NM 87020-2526

505-285-5434

JOB #	ORD. DATE	CUST. #	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	09/27/23	010408	A	MIKE YARBROUGH	F-2D FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE		
<p>ryan.schreiber@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items IMPORTANT: To order from this quotation, please sign below.</p> <p>Printed Name: _____ Date: _____ P.O.: _____ Signature: _____</p>						
COMMENT FOR ROBERT TURNEY NM STATE CTR 20-00000-21-00026  TERMS DUE NET 30 DAYS					SALES AMOUNT	26,635.50



**State of New Mexico  
General Services Department  
Purchasing Division**

**Statewide Price Agreement Amendment**

**Awarded Vendor:**  
**(AC) 0000047723**  
**Kaufman's West LLC**  
**1660 Eubank Blvd NE**  
**Albuquerque, NM 87112**  
**Contact: Ilene Moosman**  
**Email: Ilene@kaufmanswest.com**  
**Telephone No. (505) 293-2300**

Number: 20-00000-21-00026

Amendment No.: Two

Term: April 4, 2022 – April 3, 2024

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

Procurement Specialist: Tami Concha JC

Telephone No.: (505) 660-3671

Email: Tami.Concha@gsd.nm.gov

**Invoice:**  
**As Requested at Time of Order**

**Title: Police Gear and Equipment**

**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:**

**Price increases for Vendor (AC) Kaufman's West, as follows:**

Item	Article and Description	Current Price	New Price
17	Streamlight, Rifle light TLR1 HPL with CR123-Lithium battery. <b>Streamlight #69215</b>	\$109.90	\$123.48
18	Aimpoint Patrol rifle optic (PRO) red dot sight. <b>Aimpoint #12841</b>	\$398.90	\$431.93
19	Streamlight TLR1 HL, C4 LED, handgun . <b>Streamlight #69260</b>	\$119.60	\$134.38

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

**Accepted for the State of New Mexico**

*Valerie Paulk*

Date: 7/6/2023

Dorothy Mendonca  
New Mexico State Purchasing Agent

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

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

*MM*



## Certificate Of Completion

Envelope Id: 86D20580764D4B4A9DE2D01594E96B60  
Subject: Please DocuSign: 20-00000-21-00026 Police Gear & Equipment A002  
Source Envelope:  
Document Pages: 1  
Certificate Pages: 5  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:  
Tami Concha  
1100 S Saint Francis Dr  
Santa Fe, NM 87502  
Tami.Concha@gsd.nm.gov  
IP Address: 164.64.62.10

## Record Tracking

Status: Original  
7/6/2023 8:14:43 AM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected  
Holder: Tami Concha  
Tami.Concha@gsd.nm.gov  
Pool: StateLocal  
Pool: GSD

Location: DocuSign

Location: DocuSign

## Signer Events

Natalie Martinez  
natalie.martinez1@gsd.nm.gov  
New Mexico General Services  
Security Level: Email, Account Authentication  
(None)

## Signature

Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.62.10

## Timestamp

Sent: 7/6/2023 8:16:17 AM  
Viewed: 7/6/2023 8:17:01 AM  
Signed: 7/6/2023 8:17:04 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tami Concha  
tami.concha@gsd.nm.gov  
Procurement Specialist II  
New Mexico General Services, State Purchasing  
Division  
Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.62.10

Sent: 7/6/2023 8:17:05 AM  
Viewed: 7/6/2023 8:17:28 AM  
Signed: 7/6/2023 8:17:34 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk  
Valerie.Paulk@gsd.nm.gov  
Signed of Behalf of State Purchasing Agent  
New Mexico General Services  
Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.62.10

Sent: 7/6/2023 8:17:35 AM  
Viewed: 7/6/2023 8:22:53 AM  
Signed: 7/6/2023 8:23:03 AM

## Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM  
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	7/6/2023 8:16:17 AM
Certified Delivered	Security Checked	7/6/2023 8:22:53 AM
Signing Complete	Security Checked	7/6/2023 8:23:03 AM
Completed	Security Checked	7/6/2023 8:23:03 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

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

### **B. Obtaining paper copies**

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

### **C. Withdrawing your consent**

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

### **D. Consequences of changing your mind**

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



State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 20-00000-21-00026

Page-6

**Awarded Vendors:**

(AA) 0000043327  
GT Distributors Inc  
P.O. Box 16080  
Austin, TX 78761  
(512) 451-8298  
David Curtis  
[sales@gtddist.com](mailto:sales@gtddist.com)

**Delivery:** 60 Days

(AB) 0000165297  
INV Tech Services LLC  
700 Old Roswell Lakes Parkway Suite 240  
Roswell, GA 30076  
(833) 877-0700  
Brian Hoynowski  
[admin@team-inv.com](mailto:admin@team-inv.com)

**Delivery:** As Requested

(AC) 0000047723  
Kaufman's West LLC  
1660 Eubank Blvd NE  
Albuquerque, NM  
87112  
(505) 293-2300  
Ilene Moosman  
[ilene@kaufmanswest.com](mailto:ilene@kaufmanswest.com)

**Delivery:** As Requested

(AD) 0000063449  
Proforce Marketing Inc  
dba Proforce Law Enforcement  
2625 Stearman Road, Ste A  
Prescott, AZ 86301  
(928) 776-7192  
Mary Tappan  
[sales@proforceonline.com](mailto:sales@proforceonline.com)

**Delivery:** 30-60 calendar days after receipt of order  
Aimpoint: thirty (30) days  
Bianchi: forty-five (45) to sixty (60) days  
Magpul: thirty (30) days  
Safariland: forty-five (45) to sixty (60) days  
Streamlight: thirty (30) days

(AE) 0000145069  
USIQ Inc  
3150 Commercial Ave  
Northbrook, IL 60062  
(888) 882-8747  
Mark Levitin  
[registrations@usiq.com](mailto:registrations@usiq.com)

**Delivery:** 30 days



9j.(4) New Business

Requisitions Over  
\$20,000

Radio Equip/ Specialty Comm/Sheriff's Dept.

\$53,488.44

## The seal of Lincoln County, New Mexico, established in 1921. It features a central illustration of a mountain range with a river flowing through a valley. The words "LINCOLN COUNTY" are arched over the top of the scene, and "NEW MEXICO" and "EST 1921" are written at the bottom.

PLEASE REMEMBER ANY REQUISITIONS OVER \$500.00 NOW REQUIRES 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

# Quotation

**SPECIALTY COMMUNICATIONS**  
**P.O. Box 23277**  
**Albuquerque, NM 87192**

Quote Number:  
5913

Quote Date:  
Oct 2, 2023

Page:  
1

**Quoted to:**

Cibola County  
Attn:Account Payables  
700 E. Roosevelt Ave. Ste 50  
Grants, NM 87020

Phone # 505-294-6100  
Fax # 505-298-2600  
E-Mail specialtycom@aol.com

	Good Thru	Payment Terms	Sales Rep
	12/29/23	Net 10th of Next Month	jc

Quantity	Description	Unit Price	Extension
4.00	Kenwood NXR-1700E VHF Repeater	1,598.80	6,395.20
4.00	Kenwood NXR-810 UHF Repeater	1,662.64	6,650.56
4.00	KSGMS10010 Relay, Antenna, x10 Series, 50W	329.36	1,317.44
4.00	RF PRE-AMP	150.00	600.00
8.00	KPS-15 Power Supply	136.64	1,093.12
4.00	Battery Back-up system	325.00	1,300.00
4.00	Set Duplexer Cables	175.00	700.00
4.00	Repeater link cable	100.00	400.00
4.00	TELEWAVE TPRD-1544C 148-174 MHz Compact Base Stat Duplexer, 600 KHz Spng, N-Fem Item #TELTPRD-1544C	3,117.00	12,468.00
24.00	EZ-400 N CONNECTOR	15.62	374.88
8.00	POLYPHASER Item# POLIS-B50HN-C0	115.00	920.00
800.00	EQUIVALENT LOW LOSS ULTRA LINK	1.75	1,400.00
4.00	DB222 VHF antenna COMMSCOPE Item #DBLDB222-A	650.00	2,600.00
4.00	DB5007 16" Side Mount Kit for Tower Legs up to 3" OD Item #DBLDB5007	250.00	1,000.00
4.00	COMMSCOPE 11653 3.0" OD Clamp Set Item #DBL11653	65.00	260.00
4.00	UHF YAGI ANTENNA	85.00	340.00
4.00	FCC Repeater License Upgrade VHF	850.00	3,400.00
4.00	Labor to provide installation , programming and assembly (EMERGENCY SERVICE)	2,850.00	11,400.00
4.00	Tax on labor	217.31	869.24
	State of NM Price Agreement 10-00000-20-00066 AN		

RETURNS ON SPECIAL ORDERS WILL BE SUBJECT TO A 20% RESTOCKING FEE, SALES TAX IS ONLY AN ESTIMATE AND SUBJECT CHANGE.

Signature

*Paul D. Choe*

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>

# Quotation

**SPECIALTY COMMUNICATIONS**  
**P.O. Box 23277**  
**Albuquerque, NM 87192**

Quote Number:  
5913

Quote Date:  
Oct 2, 2023

Page:  
2

**Quoted to:**

Cibola County  
Attn:Account Payables  
700 E. Roosevelt Ave. Ste 50  
Grants, NM 87020

Phone # 505-294-6100  
Fax # 505-298-2600  
E-Mail specialtycom@aol.com

	Good Thru	Payment Terms	Sales Rep
	12/29/23	Net 10th of Next Month	jc

Quantity	Description	Unit Price	Extension
	<p>NASPO # 00318 Expires Dec 31, 2026</p> <p>State contract prices is based on Published Pricing by JVC Kenwood and EF Johnson in the event that the Published Pricing changes between this quote and your order this quote becomes invalid and a new quote will need to be made.</p> <p>*** PLEASE NOTE: All Part numbers must be on your PO. For example, NX-5200 K2 not NX Radio or Radio equipment". The Government auditors require that as part be part of their paperwork from now on. ***</p> <p>This quote is for 4 different repeater sites.</p>		

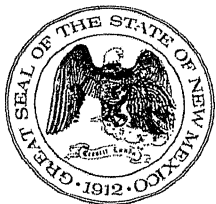
RETURNS ON SPECIAL ORDERS WILL BE SUBJECT TO A 20%  
RESTOCKING FEE, SALES TAX IS ONLY AN ESTIMATE AND SUBJECT  
CHANGE.

Signature

*Paul L. Choe*

Subtotal	53,488.44
Sales Tax	
<b>TOTAL</b>	<b>53,488.44</b>





State of New Mexico  
General Services Department

Statewide Price Agreement Cover Page

**Awarded Vendor:**

0000084376

JVCKENWOOD USA Corporation

4001 Worsham Avenue

Long Beach, CA 90808

Contact: April Peterson

Email: [apeterson@us.jvckenwood.com](mailto:apeterson@us.jvckenwood.com)

Phone: (310) 761-8213

Price Agreement Number: 10-00000-20-00066 AN

Master Agreement Number: NO. 00318

Payment Terms: Net 30

F.O.B.: Destination

Delivery: Per Master Agreement

**Ship To:**

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

Procurement Specialist: Raelynn Lujan

RL

Telephone No.: 505-670-1561

Email: [raelynn.lujan@state.nm.us](mailto:raelynn.lujan@state.nm.us)

**Invoice:**

As Requested

Title: **Public Safety Communications Products Services and Solutions**

Term: **April 15, 2022 thru December 31, 2026**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

Supporting documentation including pricing and the Master Agreement can be found here:

<https://www.naspovaluepoint.org/portfolio/public-safety-communications-products-services-and-solutions/icom-america/>

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**PUBLIC SAFETY COMMUNICATIONS  
PRODUCTS, SERVICE AND SOLUTIONS**

Lead by the State of Washington

---

Master Agreement #: 00318

New Mexico Statewide Price Agreement Number: 10-00000-20-00066AN

Contractor: **JVCKENWOOD USA Corporation**

Participating Entity: **STATE OF NEW MEXICO**

The following products or services are included in this contract portfolio:

*JVCKENWOOD USA Corporation has been awarded the following categories/sub-category/solutions. Detail regarding available services, warranty, software options along with products and pricing are available on the NASPO ValuePoint webpage.*

- 1.1 Radio: Single-Band Portable Radio (P25)
- 1.2 Radio: Single-Band Mobile Radio (P25)
- 1.3 Radio: Single-Band Desktop Radio (P25)
- 1.5 Radio: Multi-Band Mobile Radio (P25)
- 1.6 Radio: Multi-Band Desktop Radio (P25)
- 2.1 Radio: Conventional Analog Portable (Non-P25)
- 2.2 Radio: Conventional Analog Mobile (Non-P25)
- 2.3 Radio: Conventional Analog Desktop (Non-P25)
- 2.4 Radio: Conventional Analog Base Station/Repeater (Non-P25)

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the *Public Safety Communications Products, Services and Solutions* led by the State of Washington for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *New Mexico*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**PUBLIC SAFETY COMMUNICATIONS  
PRODUCTS, SERVICE AND SOLUTIONS**  
Lead by the State of Washington

Contractor

Name:	April Peterson
Address:	4001 Worsham Avenue Long Beach, CA 90808
Telephone:	310-761-8213
Email:	apeterson@us.jvckenwood.com

Participating Entity

Name:	Raelynn Lujan, Executive Procurement Specialist
Address:	1100 S. St. Francis Drive, Room 2016
Telephone:	(505) 670-1561
Email:	Raelynn.lujan@state.nm.us

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER  
AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

**1. Taxes:**

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**PUBLIC SAFETY COMMUNICATIONS  
PRODUCTS, SERVICE AND SOLUTIONS**

Lead by the State of Washington

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage.

Reserved

E. Performance Bond.

Reserved

**2. Term:**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on date approved by the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on December 31, 2026. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 10 years in accordance with NMSA 1978 §13-1-150.

**3. Termination:**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.



## 9j.(5) New Business

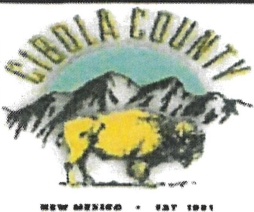



# Requisitions Over \$20,000

Safety Equip/ Artesia Fire/Laguna Fire

\$45,276



# REQUISITION ORDER

		<b>DATE :</b>		<b>DEPARTMENT:</b>		<b>QUOTE OBTAINED BY:</b>	
		October 13, 2023		Laguna Fire Protection		Scottie Aragon	
				<b>QUOTE #1</b>		<b>QUOTE #2</b>	
		<b>VENDOR NAME:</b> Artesia Fire Equipment					
		<b>CONTACT NAME:</b> Glenda Perry					
		<b>PHONE:</b> 505-477-9055					
		<b>FAX:</b>					
NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
7	LI-PSGQ10159 Bunker Coat	1605.00	11,235.00		-		-
7	LI-LTSL2YNS Scotchlite Letters	32.00	224.00		-		-
7	LI-LP Lettering Patch	20.00	140.00		-		-
7	LI-LPV2 Hook and Loop Kit	24.75	173.25		-		-
7	LI-LTSL2YNS Letter Swen to Patch	31.50	220.50		-		-
6	LI-PSGQ10159 Bunker Pant	957.50	5,745.00		-		-
7	LI-LFH8120D Helmet	460.00	3,220.00		-		-
6	PCS-6-3 Helmet Shield	85.00	510.00		-		-
6	MAJ-PACII White Nomex Hood	48.00	288.00		-		-
1	THO-504-6389 Women's Bunker Boots	450.00	450.00		-		-
5	THO-804-6389 Bunker Boots	450.00	2,250.00		-		-
5	Lakeland ANSI Safety Parka	180.00	900.00		-		-
6	SBY-5226 Shelby Bunker Gloves	98.75	592.50		-		-
3	SC-201215-02 Scott Facepiece	360.00	1,080.00		-		-
6	RB-911IM-RD Gear Bag	72.00	432.00		-		-
6	WSS-WLS0205 Brush Shirt	182.00	1,092.00		-		-
11	WSS-WLP0108 Brush Pants	290.00	3,190.00		-		-
8	BU-FH911HR Brush Helmet	74.00	592.00		-		-
6	WSS-WLF0517 Faca Protector	42.00	252.00		-		-
6	ESS-740-0283 Wildland Goggles	50.00	300.00		-		-
6	SBY-5002 Wildland Gloves	60.00	360.00		-		-
6	WHI-H7809 Wildland Boots	310.00	1,860.00		-		-
6	ANC-9003077 Fire Shelter	598.00	3,588.00		-		-
6	TRN-750019 Wildland Pack	220.00	1,320.00		-		-
<b>Continued on Next Page:</b>			-		-		-
<b>SUBTOTAL FOR SELECTED ITEMS</b>			40,014.25		-		-
<b>TOTAL LABOR/ SERVICE COSTS</b>					-		-
<b>TOTAL GROSS RECEIPTS TAX</b>					-		-
<b>TOTAL SHIPPING/ FREIGHT COSTS</b>			-		-		-
<b>GRAND TOTAL</b>			40,014.25		-		-
<b>VENDOR</b>	Artesia Fire Equipment	<b>REASON SELECTED</b>		STATE CONTRACT		←	
<b>ADDRESS</b>	7011 Huseman Pl SW Albuquerque, NM 87121	<b>CONTRACT/BID/RFP #</b>		SHR000022403			
<b>PURCHASING AGENT ENDORSEMENT</b>	<b>CERTIFICATION</b> With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	<b>ESTIMATED DELIVERY</b>					
		<b>PURCHASE ORDER #</b>					
		If all three signatures are not obtained the purchase cannot move forward		<b>FUND NAME &amp; LINE ITEM #</b>		<b>AMOUNT</b>	
				419-018-430-00082		\$ 40,014.25	
		<b>DEPARTMENT HEAD SIGNATURE</b>		<b>DESIGNEE SIGNATURE</b>		<b>FINANCE SIGNATURE</b>	
							
PLEASE REMEMBER ANY REQUISITIONS OVER \$500.00 NOW REQUIRE 3 HAND QUOTES. ANY REQUISITION \$10,000.00 OR MORE WILL NEED TO GO ON THE AGENDA FOR COMMISSION APPROVAL. IF USING STATE CONTRACT PLEASE LIST CONTRACT # ABOVE AS WELL AS THE FIRST 4 PAGES OF THE STATE CONTRACT, OTHERWISE IT WILL BE SENT BACK.							



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

# Artesia Fire Equipment , Inc.

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

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

## Quotation

DATE	Quote NO.
9/14/2023	30404REV2

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

SHIPPING ADDRESS
LAGUNA FIRE DEPARTMENT CHIEF JOHN GARCIA jgarcia@lagunapueblo-nsn.gov saragon@lagunapueblo-nsn.gov (505) 552-1951

PRICES MAY CHANGE AFTER: 10/14/2023

ATTENTION:		CUSTOMER REF. NO.	REP	FOB	TERMS	
SCOTTIE ARAGON		LAGUNA FIRE DEPT.	JF	DESTINATION	Net 30	
ITEM	DESCRIPTION		QTY	EACH	Availability	TOTAL
LI-PSGQ10159-COAT	LI-PSGQ10159-COAT - LION CSTM/F SUPER-DELUXE 7.0 OZ. ADVANCE TRADITIONAL TURNOUT COAT AS PER PSGQ10159-I COLOR: KHAKI  (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND, B. SARRACINO, K LESLIE, Z. PINNICK)		7	1,605.00		11,235.00
LI-LTSL2YNS	LI-LTSL2YNS - LION 2" LIME/YELLOW 3M SCOTCHLITE LETTERS SEWN TO LETTERING PATCH  L A G U N A F I R E		7	32.00		224.00
LI-LP1	LI-LP1 - LION 4" X 18" ONE-LINE 7 OZ. ADVANCE LETTERING PATCH ABOVE HEM TRIM		7	20.00		140.00
LI-LPV2	LI-LPV2 - LION FR HOOK & LOOP KIT TO ATTACH ABOVE LETTERING PATCH TO COAT		7	24.75		173.25
LI-LTSL2YNS	LI-LTSL2YNS - LION 2" LIME/YELLOW 3M SCOTCHLITE LETTERS SEWN TO LETTERING PATCH (FF FIRST INITIAL AND LAST NAME)		7	31.50		220.50
				TOTAL		

SIGNATURE

# Artesia Fire Equipment , Inc.

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PRICES MAY CHANGE AFTER: 10/14/2023

ATTENTION:		CUSTOMER REF. NO.	REP	FOB	TERMS	
SCOTTIE ARAGON		LAGUNA FIRE DEPT.	JF	DESTINATION	Net 30	
ITEM	DESCRIPTION		QTY	EACH	Availability	TOTAL
LI-PSGQ10159-PANT	LI-PSGQ10159-PANT - LION POLM/F 7.0 OZ. ADVANCE RELIANT TURNOUT PANT W/LOW RISE WAIST AND EZH H-BACK QUICK ADJUST NON-STRETCH BLACK SUSPENDERS W/METAL LOOPS AS PER PSGQ10159-I COLOR: KHAKI  (A. HERNANDEZ, F. TABET, J. KERSTING, J. BOND, K. LESLIE, Z. PINNICK)		6	957.50		5,745.00
LI-LFH8120D	LI-LFH8120D - LION AMERICAN LEGEND X TRADITIONAL-STYLE FIBERGLASS HELMET W/ESS FIREPRO GOGGLES, FLIP DOWN EYE SHIELDS, BLACK NOMEX FLANNEL EAR COVERS, 3M SCOTCHLITE REFLECTIVE LIME/YELLOW TRIM, BLACK KNIT NOMEX COVERED CUSHIONED HEADBAND, AND 6" BRASS EAGLE FRONT HOLDER  COLOR: (1) RED (6) BLACK		7	460.00		3,220.00
				TOTAL		

SIGNATURE

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PRICES MAY CHANGE AFTER 10/14/2023

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SCOTTIE ARAGON	LAGUNA FIRE DEPT.	JF	DESTINATION	Net 30	
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
PCS-6-3	PCS-6-3 - PAUL CONWAY 6" BLACK LEATHER HELMET FRONT W/THREE RED PANELS, WHITE STANDARD BLOCK LETTERING, AND WHITE RAISED SEWN NUMBERS	6	85.00		510.00
MAJ-PACIIWHITE	MAJ-PACIIWHITE - MAJESTIC WHITE NOMEX PAC II HOOD (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND, K LESLIE, Z. PINNICK)	6	48.00		288.00
THO-504-6389	THO-504-6389 - THOROGOOD WOMEN'S LEATHER KNOCKDOWN ELITE STRUCTURAL BUNKER BOOTS  1 - SIZE 7.5W (FAITH TABET)	1	450.00		450.00
THO-804-6389	THO-804-6389 - THOROGOOD 14" LEATHER KNOCKDOWN ELITE STRUCTURAL BUNKER BOOTS  (A. HERNANDEZ, J. KERSTING, J.BOND, K LESLIE, Z. PINNICK)	5	450.00		2,250.00
			TOTAL		

SIGNATURE



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ATTENTION:

CUSTOMER REF. NO.

REP

FOB

TERMS

SCOTTIE ARAGON

LAGUNA FIRE DEPT.

JF

DESTINATION

Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
LAK-C+ANSIP2	LAK-C+ANSIP2 - LAKELAND ANSI PLUS 2 TWO-JACKETS-IN-ONE 32" PARKA  (A. HERNANDEZ, J. KERSTING, J.BOND, Z. PINNICK, K. LESLIE)	5	180.00		900.00
SBY-5226	SBY-5226 - SHELBY FDP STYLE TAN PIGSKIN GLOVES W/O WRISTLET (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND, K LESLIE, Z. PINNICK)	6	98.75		592.50
SC-201215-02	SC-201215-02 - SCOTT AV-3000 HT FACEPIECE, MEDIUM w/KEVLAR HEADNET (JOSH BOND, JUSTIN KERSTING, KYLE LESLIE)	3	360.00		1,080.00
RB-911IM-RD	RB-911IM-RD - R&B FABRICATIONS "IT'S THE BIG ONE" OVERSIZE GEAR BAG W/ MULTIPLE POCKETS AND MALTESE CROSS LOGO (32"L X 17"D X 16"H) COLOR: RED (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND, K LESLIE, Z. PINNICK)	6	72.00		432.00
			TOTAL		

SIGNATURE

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ATTENTION:

CUSTOMER REF. NO.

REP

FOB

TERMS

SCOTTIE ARAGON

LAGUNA FIRE DEPT.

JF

DESTINATION

Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
WSS-WLS0205	WSS-WLS0205 (OLD #WBST60Y) - CREW BOSS 6.0 OZ YELLOW NOMEX TRADITIONAL BRUSH SHIRT - STANDARD SIZES  (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND, K LESLIE, Z. PINNICK)	6	182.00		1,092.00
WSS-WLP0108	WSS-WLP0108 - CREW BOSS 6.0 OZ SPRUCE GREEN BRUSH PANTS  (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND, K LESLIE, C. KIE, J. SCOTT, A. BRAUNSCHWEIGER, L. FORKNER, DESIKA PAYNE, Z. PINNICK)	11	290.00		3,190.00
BU-FH911HR	BU-FH911HR - WILDFIRE FULL BRIM HARD HAT STYLE WILDLAND HELMET COLOR: YELLOW  (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND, B. SARRACINO, K LESLIE, C. KIE, Z. PINNICK)	8	74.00		592.00
			TOTAL		

7 ROLLS MAY CHANGE AFTER:

10/14/2023

SIGNATURE

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ATTENTION:		CUSTOMER REF. NO.		REP	FOB	TERMS	
SCOTTIE ARAGON		LAGUNA FIRE DEPT.		JF	DESTINATION	Net 30	
ITEM	DESCRIPTION			QTY	EACH	Availability	TOTAL
WSS-WLF0517	WSS-WLF0517 - CREW BOSS 7.0 OZ TECASAFE PLUS EAR, NECK, AND FULL FACE PROTECTOR - YELLOW  (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND, K LESLIE, Z. PINNICK)			6	42.00		252.00
ESS-740-0283	ESS-740-0283 - ESS STRIKETEAM XTO WILDLAND GOGGLES WITH WRAPAROUND STRAP & DURABLE FACE PADDING  (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND, K LESLIE, Z. PINNICK)			6	50.00		300.00
SBY-5002	SBY-5002 - SHELBY TAN/BLACK PIGSKIN WILDLAND GLOVES W/WRISTLET  (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND,, K LESLIE, Z. PINNICK)			6	60.00		360.00
					TOTAL		

SIGNATURE

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

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ATTENTION:		CUSTOMER REF. NO.		REP	FOB		TERMS	
SCOTTIE ARAGON		LAGUNA FIRE DEPT.		JF	DESTINATION		Net 30	
ITEM	DESCRIPTION			QTY	EACH	Availability		TOTAL
WHI-H7809	WHI-H7809 - HATHORN EXPLORER BLACK 10" WILDLAND BOOTS  (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND, K LESLIE, Z. PINNICK)			6	310.00			1,860.00
ANC-9003077	ANC-9003077 - ANCHOR INDUSTRIES REGULAR SIZE NEW GENERATION FIRE SHELTER  (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND, K LESLIE, Z. PINNICK)			6	598.00			3,588.00
TRN-750019	TRN-750019 - TRUE NORTH/PACK SHACK WEB GEAR PACK, RED  (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND, K LESLIE, Z. PINNICK)			6	220.00			1,320.00
					TOTAL			

SIGNATURE

# Artesia Fire Equipment , Inc.

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

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

## Quotation

DATE	Quote NO.
9/14/2023	30404REV2

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

SHIPPING ADDRESS
LAGUNA FIRE DEPARTMENT CHIEF JOHN GARCIA jgarcia@lagunapueblo-nsn.gov saragon@lagunapueblo-nsn.gov (505) 552-1951

PRICES MAY CHANGE AFTER: 10/14/2023

ATTENTION:		CUSTOMER REF. NO.	REP	FOB	TERMS
SCOTTIE ARAGON		LAGUNA FIRE DEPT.	JF	DESTINATION	Net 30
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
ROT-3123	ROT-3123 - ROTHCO PARACHUTE CARGO BAG, 24" X 15" X 13", CANVAS, ZIPPER, WEB HANDLES COLOR: GREEN  (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND, K LESLIE, Z. PINNICK)	6	42.00		252.00
MISC.	CAMELBAK HYDROBAK 50 OZ. MIL SPEC CRUX BLACK WATER PACK  (A. HERNANDEZ, F. TABET, J. KERSTING, J.BOND, K LESLIE, Z. PINNICK)	6	74.50		447.00
MISC.	CHAINSAW GUARD W/ DEPTH LIMITER FOR STIHL MS 462C RECUE CHAINSAW (ENGINE 3)	1	274.00		274.00
CG-CA+PAIL	770169, CG-CA+PAIL - CHEMGUARD CLASS A+ FOAM, 5 GALLON PAIL	10	92.00		920.00
MAJ-PACIIWHITE	MAJ-PACIIWHITE Majestic Nomex PAC II White Hood	10	48.00		480.00
			TOTAL		

SIGNATURE



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ATTENTION:		CUSTOMER REF. NO.	REP	FOB	TERMS	
SCOTTIE ARAGON		LAGUNA FIRE DEPT.	JF	DESTINATION	Net 30	
ITEM	DESCRIPTION		QTY	EACH	Availability	TOTAL
SGS-K900G4	SGS-K900G4 - STAUFFER GLOVE & SAFETY GOATSKIN DRIVERS GLOVES SIZE: LARGE		10	22.00		220.00
SBY-5226	SHELBY MODEL 5226,FDP STYLE TAN PIGSKIN GLOVES. WITH OUT WRISTLET. 5 - SIZE SMALL 10 - SIZE MEDIUM 10 - SIZE LARGE		25	98.75		2,468.75
FREIGHT	Shipping			200.00		200.00
	ITEMS MAY BE PURCHASED UTILIZING THE ALBUQUERQUE FIRE EQUIPMENT CONTRACT NO. SHR000022403 05/25/2023 QUOTE REVISED TO ADD DESKIA PAYNE WILDLAND PANT (M X 28)					
				TOTAL \$45,276.00		

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

SIGNATURE \_\_\_\_\_

**City of Albuquerque  
Procurement Contract**

**ARTESIA FIRE EQUIPMENT INC  
7011 HUSEMAN PL SW  
ALBUQUERQUE NM 87121**

**Supplier Contact:**  
**Glenda Perry**  
**505-877-9055**  
**glenda@artesiafire.com**

**Supplier ID: 0000127075**

<b>Contract ID</b>	<b>SHR000022403</b>
<b>Contract Dates</b>	<b>07/01/2021 - 06/30/2025</b>
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<b>Origin</b>	<b>FIR</b>
<b>Page 1 of 17</b>	

**Description: Firefighting Equipment**

<b>ITEM #</b>	<b>ITEM DESCRIPTION</b>	<b>Category</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT PRICE</b>
1	Adapter, 2.5 Inch Double Female 35-25x25	34072	-	EA	26.50
2	Adapter, 2.5 Inch Double Male 36-25x25	34072	-	EA	14.95
3	Adapter, 4.5 Inch Female Swivel NH X 5 INCH Rocker Lug Storz Loc Model: HSFS50-NHLH	34072	-	EA	172.00
4	Adapter, 5 Inch Storz X 4 Inch Nh Long Handle Female 3-Degree Model: KOSKE54L	34072	-	EA	234.35
5	Adapter, 5 Inch Storz X 2.2 1/2 Inch Clappered Female Siamese Model: 1267	34072	-	EA	1,195.00
6	Axe, Flathead 8lb Model: FA8	34072	-	EA	99.75
7	Bar, Chainsaw Ventmaster 572HD-16-DG	34072	-	EA	219.00
8	Bag, Hydrant Tool Kit (Without Tools) Model: FB701	34072	-	EA	52.00
9	Boots, Bunker Boots, Globe Supreme 14 Inch Pull-On Structural Boots Item: 1201420	34072	-	EA	325.00
10	Belt, Ladder, (Pompier) Model: 531-3	34072	-	EA	149.65
11	Can, Safety Gasoline 1 Gal. Model: 10301	34072	-	EA	34.85
12	Cap. 2.5 Inch Brass Rocker Lug Model: HCC2808A8	34072	-	EA	25.50
13	Cap, 5 Inch Storz Bling Model: HBC-50	34072	-	EA	68.50
14	Chain, Chainsaw (Rapture Carbide Chain) Model: TV415-001	34072	-	EA	217.15
15	Chainsaw, Depth Gauge Model: KIS-40C	34072	-	EA	154.45
16	Chainsaw, Bar And Gauge Model: TV425-020 And/Or VM-572HD-16-DG	34072	-	EA	227.85
17	Communication, Headset, Model: H3442	34072	-	EA	435.00
18	Cutter Bolt, 30 In. 1/2 Inch Capacity Model: 22-BCBC30R	34072	-	EA	105.00
19	Cutter Bolt, 20 1/2 Inch Capacity Model: 22-Bc30r Replacement Head: P/N 22-BC30RB	34072	-	EA	72.75
20	Cutter Bolt, 36 In, 5/8 Inch Capacity Model: 22BC36R	34072	-	EA	139.25
21	Cutter Cable, 30 In, Model: 22-CC30H	34072	-	EA	107.45
22	Deck Gun Model 3414, Dual 2.5" And 5 " STORZ	34072	-	EA	2,495.00
23	Elbow, Angel 60 Degree 631	34072	-	EA	219.00
24	Fan: PPV21 IN. (Electric) Model DD21H-6.5 700-500	34072	-	EA	1,925.00
25	Flange, Direct Mount (For Deck Gun Apollo) Model: 34230006	34072	-	EA	260.00

Purchasing Office Signature:

*Timothy Lee Bradley*

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<b>Page 2 of 17</b>	

<b>26</b>	Flash Hood, Honeywell, Nomex/Lenzing, Maskmate Particulate-Blocking Hood With Setdair Prevent: HD-NLPR-SQ	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>93.75</b>
<b>27</b>	Gauge, Line 2 1/2 Model: Style 155	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>148.00</b>
<b>28</b>	Sledgehammer 12 Lb Model: BD-12 "NUPLA Industrial Grade"	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>68.75</b>
<b>29</b>	Helmet, 1044 MSA Cairns, Clear Defender Visor, Standard Flannel Headband Liner, Yellow Nomex Earlap, 6" Carved Brass Eagle Front Holder, Lime/Yellow Reflexite Tetrahedron, 2-Point Removable Chin Strap With Quick-Release & Postman's Slide	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>269.75</b>
<b>30</b>	Hose, 1.75 Inch Nitrile Covered Rubber Hose(Red) Nh Couplings Model: RC-17-600	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>164.15</b>
<b>31</b>	Hose, 2.5 Inch Nitrile Covered Rubber Hose (Red) Nh Couplings Model: RE25-600	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>228.80</b>
<b>32</b>	Hose, 2.5 Inch Nitrile Covered Rubber Hose (Red) Nh Couplings Model: RC25-600 PSI	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>228.80</b>
<b>33</b>	Hose, 5: Nitrile Covered Rubber Hose Storz Loc Coupling 100 Foot Model: RC-50 600	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>724.75</b>
<b>34</b>	Hose, 5 Inch Nitrile Covered Rubber High-Pressure Hose Storz Loc Coupling 50 Foot Model: RC-50-600G-50 Pro Flow (Lime Green)	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>723.00</b>
<b>35</b>	Hose, 5 Inch Nitrile Covered Rubber Hose Storz Lock Coupling 25 Foot Model: RC50 40-0	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>335.00</b>
<b>36</b>	Hose, Clamp, Lightweight Model: 285	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>535.00</b>
<b>37</b>	Hose, NAF-175X10PEN 1-3/4" Fire Hose X 10 FT. CPLD 1-1/2" M X F NH (For Akron Piercing Nozzle Assembly)	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>52.75</b>
<b>38</b>	Halligan, Tool Forcible Entry Model: PB-30	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>225.50</b>
<b>39</b>	Ladder, 10 Foot Aluminum Folding Model: Series 585-A	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>225.00</b>
<b>40</b>	Ladder, 14 Foot Aluminum Roof Model: Series 575-C	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>495.00</b>
<b>41</b>	Ladder, 14 Foot Aluminum (Fresno) Model: Series 701-12	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>405.00</b>
<b>42</b>	Ladder, 16 Foot Aluminum Roof Model: Series 875-A	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>370.00</b>
<b>43</b>	Ladder, 20 Foot Aluminum Roof Model: Series 875-A	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>467.00</b>
<b>44</b>	Ladder, 24 Foot Aluminum (Extension) Model: Series 900-A 2 Section	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>668.00</b>
<b>45</b>	Ladder, 35 Foot Aluminum (Ladder Trucks Only) Model Series 1200-A 2 Section	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>1,045.00</b>
<b>46</b>	Ladder, 300A Duo Safety Combination Extension Ladder	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>632.00</b>
<b>47</b>	Lamp, Litebox (SL-45) P/N ST-45911	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>14.55</b>
<b>48</b>	Litebox / W Charger (Led) Pelican Model: 9415I	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>286.40</b>
<b>49</b>	Lock Puller (K-Tool Kit) Model: FHKTK	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>126.50</b>

Purchasing Office Signature:

*James Lee Bradley*

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<b>Page 3 of 17</b>	

<b>50</b>	Monitor, Ground Base Duel Inlet 2.5 Inch Model: GB34210037	<b>34072</b>	-	<b>EA</b>	<b>1,253.65</b>
<b>51</b>	Monitor, Ground Base, Single 5 Inch Storz Model: GB 3419004	<b>34072</b>	-	<b>EA</b>	<b>1,395.00</b>
<b>52</b>	Monitor, Quick Attack Mercury Monitor; Akron 2.5"; AK-3443	<b>34072</b>	-	<b>EA</b>	<b>1,440.00</b>
<b>53</b>	Monitor, Akron Mounting Bracket For Quick Attack Mercury Monitor; AK-3443-BRKT	<b>34072</b>	-	<b>EA</b>	<b>167.00</b>
<b>54</b>	AKron Triple Stacked Tips W/2.5" Base; AK-2420	<b>34072</b>	-	<b>EA</b>	<b>332.50</b>
<b>55</b>	Mount Ground Base Model: 3505	<b>34072</b>	-	<b>EA</b>	<b>105.00</b>
<b>56</b>	Nozzle, 1.5 Smooth Bore Pistol Grip Model: 2431	<b>34072</b>	-	<b>EA</b>	<b>324.25</b>
<b>57</b>	Nozzle, 2.5 Smooth Bore (HIGPF) Model 1442 Inch	<b>34072</b>	-	<b>EA</b>	<b>540.00</b>
<b>58</b>	Nozzle 3.5 Akromatic 2000 (AFD Platform Ladder Only) Model: 5078	<b>34072</b>	-	<b>EA</b>	<b>1,782.50</b>
<b>59</b>	Nozzle, Cellar 2.5 Inch Model: AK-535	<b>34072</b>	-	<b>EA</b>	<b>517.00</b>
<b>60</b>	Nozzle, Quad Stacked Deluge Tips Model: ST-194	<b>34072</b>	-	<b>EA</b>	<b>429.00</b>
<b>61</b>	Nozzle Triple Stack Tips Model: ST-195	<b>34072</b>	-	<b>EA</b>	<b>368.50</b>
<b>62</b>	Nozzle, 3.5 Stack Tip Model: AK 3499	<b>34072</b>	-	<b>EA</b>	<b>440.00</b>
<b>63</b>	Nozzle, 1.5" NH; Metro 1; With Shutoff And Grip; Model: ME1-VPGI H625121	<b>34072</b>	-	<b>EA</b>	<b>765.00</b>
<b>64</b>	Nozzle, 2.5" NH; Metro 2; Nozzle And Playpipe Combo With Shutoff; Model: ME2-BLITZ H626234	<b>34072</b>	-	<b>EA</b>	<b>1,090.00</b>
<b>65</b>	Nozzle, Piercing; Akron Piercing Nozzle Applicator; 1-1/2" F NH INLET X 3 FT.; AK-1088-3	<b>34072</b>	-	<b>EA</b>	<b>705.00</b>
<b>66</b>	Shut Off; Akron 1-1/5" Shut Off; AK-2115	<b>34072</b>	-	<b>EA</b>	<b>305.00</b>
<b>67</b>	Carbide Tip; Akron Carbide Tip For 1088 Piercing Nozzle	<b>34072</b>	-	<b>EA</b>	<b>208.50</b>
<b>68</b>	Carbide Button; Akron Carbide Button For 1088 Piercing Nozzle	<b>34072</b>	-	<b>EA</b>	<b>148.50</b>
<b>69</b>	Play Pipe 2.5 Inch With Ball Shutoff Model: 2390	<b>34072</b>	-	<b>EA</b>	<b>618.00</b>
<b>70</b>	Pole, Ceiling / Wall 4 Foot Model: P819 D GRIP	<b>34072</b>	-	<b>EA</b>	<b>75.00</b>
<b>71</b>	Pole, LA Trash Hook 6 Foot Model: RH 6S	<b>34072</b>	-	<b>EA</b>	<b>60.00</b>
<b>72</b>	Pole, LA Trash Hook 8 Foot Model: RH 8S	<b>34072</b>	-	<b>EA</b>	<b>64.85</b>
<b>73</b>	Pole, Pike 6 Foot Model: SPD6	<b>34072</b>	-	<b>EA</b>	<b>51.00</b>
<b>74</b>	Pole, Pike 8 Foot Model: SPD8	<b>34072</b>	-	<b>EA</b>	<b>58.00</b>
<b>75</b>	Pole, Pike 10 Foot Model: SPD10	<b>34072</b>	-	<b>EA</b>	<b>62.50</b>
<b>76</b>	Pole, Pike 12 Foot Model: SPD12	<b>34072</b>	-	<b>EA</b>	<b>68.50</b>
<b>77</b>	Pole, All-Purpose NY Roof Hook 6 Foot Steel Shaft Model: APS6	<b>34072</b>	-	<b>EA</b>	<b>99.75</b>
<b>78</b>	Pole, Drywall Hook 6 Ft Model: DWHS 6	<b>34072</b>	-	<b>EA</b>	<b>77.50</b>
<b>79</b>	Pole, Super Duty 6 Ft. I-Beam Pike Pole W/Butt Grip NUPLA, NU-35-060	<b>34072</b>	-	<b>EA</b>	<b>51.00</b>

Purchasing Office Signature:

*James R. Bradley*

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<b>Page 4 of 17</b>	

<b>80</b>	<b>Pole, Pike 6 Foot W/D-Handle NUPLA, NU-35-061</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>59.00</b>
<b>81</b>	<b>Plug 2.5 Inch Brass Rocker Lug Model: L877</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>44.00</b>
<b>82</b>	<b>Rope Manila 3/8 (Ladders) 500 Ft Model: 3/8 Duosafety</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>335.00</b>
<b>83</b>	<b>Pry Bar, 16 Inch (A-Tool) Model: FHOTK-16</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>78.00</b>
<b>84</b>	<b>Pry Bar 51 Inch (Wedge Point) Model: CBWP-51</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>62.00</b>
<b>85</b>	<b>Rope Rit 6.8mm 900 Heat Resistant (Sterling) Model: RIT900</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>197.75</b>
<b>86</b>	<b>Saw, 14" 94cc Rescue Saw W/Chrome Blade Guard, Ready Start Ignition, 5" Max Cutting Depth W/Sling, TM-K12FD94</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>1,595.00</b>
<b>87</b>	<b>Saw, 16" Ventmaster Model 576HD-16-DG, Guide Bar, Raptor Chain, Depth Gauge, Splash Guard, 5.7 HP; TMT-TV400-051</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>2,081.50</b>
<b>88</b>	<b>Saw Blade 14 In. (Multipurpose) 30 Tooth Carbide Tip Model: CTB 14X30</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>109.50</b>
<b>89</b>	<b>Saw Blade 14 In. Diamond Blade Piraya 5400 RPM Model: PIRA 14</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>170.25</b>
<b>90</b>	<b>Salvage Cover, 12 ft X 18 ft Model GO-CVS 10-1218</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>132.00</b>
<b>91</b>	<b>SCBA Mask; Small; SC-201215-04-SCOTT AV-3000 HT; Facepiece W/Kevlar Headnet And W/Rt Side Communication Bracket</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>275.00</b>
<b>92</b>	<b>SCBA Mask; Medium; SC-201215-05-SCOTT AV-3000 HT; Facepiece W/Kevlar Headnet And W/Rt Side Communication Bracket</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>275.00</b>
<b>93</b>	<b>SCBA Mask; LARGE; SC-201215-06-SCOTT AV-3000 HT; Facepiece W/Kevlar Headnet And W/Rt Side Communication Bracket</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>275.00</b>
<b>94</b>	<b>Sprinkler Stop Model: Style 1078</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>335.00</b>
<b>95</b>	<b>Strap, Marrying (For Irons) Model: MS-1</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>13.00</b>
<b>96</b>	<b>Stream Shaper 2.5 Inch Model: 282a</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>183.00</b>
<b>97</b>	<b>Stream Shaper 3.5 Inch Model: AK3485</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>210.00</b>
<b>98</b>	<b>Tape Barricade Model: 3 Inch 1000 Foot Roll</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>19.80</b>
<b>99</b>	<b>Valve, Piston Intake 6.0 Inch Model: T986</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>1,889.00</b>
<b>100</b>	<b>Valve, Ball Siamese Model: 2583</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>1,590.00</b>
<b>101</b>	<b>Valve, Ball Gated Wye Model: 2581</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>359.00</b>
<b>102</b>	<b>Valve, Gated 2 1/2 Model: 2285</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>505.00</b>
<b>103</b>	<b>Valve, Akron Brass Model: 1262, Pyrolite 2 1/2 Clappered Valve Siamese. 2 1/2" F X (2) 2 1/2" Male. NH Threads</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>898.00</b>
<b>104</b>	<b>Wrench Spanner 2 1/2 USW7501A</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>12.75</b>
<b>105</b>	<b>Wrench Spanner 5 Inch Model: SW-2</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>14.70</b>
<b>106</b>	<b>Wrench Spanner Holder WH-76-2</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>35.00</b>
<b>107</b>	<b>Wrench Hydrant Adjustable AHW7001X</b>	<b>34072</b>	<b>-</b>	<b>EA</b>	<b>35.25</b>

Purchasing Office Signature:

*Tamara Lee Bradley*





Cibola County, NM

# Detail vs Budget Report Account Summary

Date Range: 07/01/2023 - 10/16/2023

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining	
419 - LAGUNA VFD	SAFETY EQUIPMENT	38,723.48	377,806.00	0.00	2,635.37	2,635.37	336,447.15	89.05 %	
Expense		38,723.48	377,806.00	0.00	2,635.37	2,635.37	336,447.15	89.05 %	
419-018-430-00082		38,723.48	377,806.00	0.00	2,635.37	2,635.37	336,447.15	89.05 %	
		38,723.48	377,806.00	0.00	2,635.37	2,635.37	336,447.15	89.05 %	
Expense Totals:									
419 - LAGUNA VFD Totals:									
Report Total:									



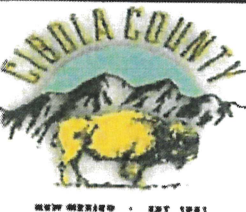
9j. (6) New Business

Requisitions Over  
\$20,000


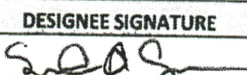
Brush Truck/ Melloy Chevy/Laguna Fire Dept

\$171,682

# REQUISITION ORDER

	<b>DATE :</b>		<b>DEPARTMENT:</b>		<b>QUOTE OBTAINED BY:</b>	
	October 16, 2023		Laguna Fire Protection		Scottie Aragon	
	<b>QUOTE #1</b>		<b>QUOTE #2</b>		<b>QUOTE #3</b>	
	<b>VENDOR NAME:</b> Melloy Chevrolet					
	<b>CONTACT NAME:</b> Karen Sluga					
<b>PHONE:</b> 505-866-3180						
<b>FAX:</b>						

NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
	Brush Truck		-		-		-
	New Mexico State Price Agreement		-		-		-
	00-00000-20-00088 Item 21-2024 Silverado		-		-		-
	Truck		-		-		-
1	Base Pirce	53302.00	53,302.00		-		-
1	Option L 4WD	3970.00	3,970.00		-		-
1	Option P Backup Camera	200.00	200.00		-		-
1	Option Q Backup Camera Relocate	165.00	165.00		-		-
1	Option Z Cab: Crew	3600.00	3,600.00		-		-
1	Option AP 19,500 GVWR	2255.00	2,255.00		-		-
1	Option AV Limited Slip Differential	350.00	350.00		-		-
1	Option AX Mileage, Delivery to Largo Tank	400.00	400.00		-		-
1	Option AY Power Mirros	640.00	640.00		-		-
1	Option BE Power Door Locks/Power Windows	640.00	640.00		-		-
1	Option BG PTO	275.00	275.00		-		-
1	Option BH Remote Keyless Entry	175.00	175.00		-		-
1	Option BL Skid Plates, Factory	275.00	275.00		-		-
1	Option BQ Traction Tires	895.00	895.00		-		-
1	Option BT Trailer Brake Controller, Factory	305.00	305.00		-		-
1	Option BV Trailer Tow Package	565.00	565.00		-		-
			-		-		-
	New Mexico State Price Agreement		-		-		-
	30-00000-23-00063		-		-		-
1	Wildland Fire Fighting Truck Bed Unit-Base	71500.00	71,500.00		-		-
	<b>Continued:</b>		-		-		-
<b>SUBTOTAL FOR SELECTED ITEMS</b>			139,512.00		-		-
<b>TOTAL LABOR/ SERVICE COSTS</b>					-		-
<b>TOTAL GROSS RECEIPTS TAX</b>					-		-
<b>TOTAL SHIPPING/ FREIGHT COSTS</b>			-		-		-
<b>GRAND TOTAL</b>			139,512.00		-		-

<b>VENDOR</b>	Melloy Chevrolet	<b>REASON SELECTED</b>	STATE CONTRACT		←
<b>ADDRESS</b>	377 Emi b Lopez Road Los Lunas, NM 87031	<b>CONTRACT/BID/RFP #</b>	00-00000-20-00088		
<b>PURCHASING AGENT ENDORSEMENT</b>	<b>CERTIFICATION</b> With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	<b>ESTIMATED DELIVERY</b>			
		<b>PURCHASE ORDER #</b>			
		If all three signatures are not obtained the purchase cannot move forward	<b>FUND NAME &amp; LINE ITEM #</b>	<b>AMOUNT</b>	
			419-018-430-00028	\$ 139,512.00	
		<b>DEPARTMENT HEAD SIGNATURE</b>	<b>DESIGNEE SIGNATURE</b>	<b>FINANCE SIGNATURE</b>	
					

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



[illegible]

SINCE 1952



# FLEET

October 13, 2023

Pueblo of Laguna

New Mexico State Price Agreement: 00-00000-20-00088

Item #21 – 2024 Chevrolet Silverado 5500 MD Regular Cab, 2WD, 60" CA, White

Base Price	\$53,302.00
Option L – 4WD	\$3,970.00
Option P – Backup Camera	\$200.00
Option Q – Backup Camera Relocate	\$165.00
Option Z – Cab: Crew	\$3,600.00
Option AP – 19,500 GVWR	\$2,255.00
Option AV – Limited Slip Differential	\$350.00
Option AX – Mileage, Delivery to Largo Tank	\$400.00
Option AY – Power Mirrors	\$640.00
Option BE – Power Door Locks/Power Windows	\$640.00
Option BG – PTO	\$275.00
Option BH – Remote Keyless Entry	\$175.00
Option BL – Skid Plates, factory	\$275.00
Option BQ – Traction Tires	\$895.00
Option BT – Trailer Brake Controller, factory	\$305.00
Option BV – Trailer Tow Package	\$565.00
Total	\$68,012.00



New Mexico State Price Agreement: 30-00000-23-00063

Wildland Fire Fighting Truck Bed Unit – Base Price	\$71,500.00
Added options based on customer request	\$32,170.00
Total Upfit	\$103,670.00
Total	\$171,682.00

***Karen Sluga***

***Melloy Auto Group***

***Fleet/Government Sales***

***[karen@melloyfleet.com](mailto:karen@melloyfleet.com)***

***(505)866-3180***

***Melloy Chevrolet***

***377 Emilio Lopez Rd***

***Los Lunas, NM 87031***



**State of New Mexico  
General Services Department  
Purchasing Division**

**Statewide Price Agreement Amendment**

**Awarded Vendor:**  
**10 Vendors**

Number: 00-00000-20-00088

Amendment No.: Eleven

Term: March 5, 2021 – March 4, 2024

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

Procurement Specialist: Tami Concha

Telephone No.: (505) 660-3671

Email: Tami.Concha@gsd.nm.gov

**Invoice:**  
**As Requested**

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

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

**To correct Amendment Ten which was incorrectly listed as Amendment Nine.**

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

**Accepted for the State of New Mexico**

*Dorothy Mendonca*

Date: 9/27/2023

Dorothy Mendonca  
New Mexico State Purchasing Agent

## Certificate Of Completion

Envelope Id: 5AAAE595A8024B28B60F9263796EEBBE  
 Subject: Please DocuSign: 00-00000-20-00088 Automotive Vehicles - SUVs & Trucks A011  
 Source Envelope:  
 Document Pages: 1  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:  
 Tami Concha  
 1100 S Saint Francis Dr  
 Santa Fe, NM 87502  
 Tami.Concha@gsd.nm.gov  
 IP Address: 164.64.62.10

## Record Tracking

Status: Original  
 9/27/2023 2:03:01 PM  
 Security Appliance Status: Connected  
 Storage Appliance Status: Connected

Holder: Tami Concha  
 Tami.Concha@gsd.nm.gov  
 Pool: StateLocal  
 Pool: GSD

Location: DocuSign

Location: DocuSign

## Signer Events

Michael Saavedra  
 Michael.Saavedra@gsd.nm.gov  
 New Mexico General Services  
 Security Level: Email, Account Authentication  
 (None)

## Signature

*ms*

Signature Adoption: Pre-selected Style  
 Using IP Address: 164.64.62.10

## Timestamp

Sent: 9/27/2023 2:04:36 PM  
 Viewed: 9/27/2023 2:32:52 PM  
 Signed: 9/27/2023 2:33:09 PM

## Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM  
 ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Tami Concha  
 tami.concha@gsd.nm.gov  
 Procurement Specialist II  
 New Mexico General Services, State Purchasing  
 Division  
 Security Level: Email, Account Authentication  
 (None)

*jc*

Signature Adoption: Pre-selected Style  
 Using IP Address: 164.64.62.10

Sent: 9/27/2023 2:33:10 PM  
 Viewed: 9/27/2023 3:11:07 PM  
 Signed: 9/27/2023 3:11:10 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dorothy Mendonca  
 dorothy.mendonca@gsd.nm.gov  
 SPD Division Director / State Purchasing Agent  
 General Services Department  
 Security Level: Email, Account Authentication  
 (None)

*Dorothy Mendonca*

Signature Adoption: Pre-selected Style  
 Using IP Address: 174.246.131.88  
 Signed using mobile

Sent: 9/27/2023 3:11:11 PM  
 Viewed: 9/27/2023 3:11:33 PM  
 Signed: 9/27/2023 3:11:49 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM  
 ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	9/27/2023 2:04:36 PM
Certified Delivered	Security Checked	9/27/2023 3:11:33 PM
Signing Complete	Security Checked	9/27/2023 3:11:49 PM
Completed	Security Checked	9/27/2023 3:11:49 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

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

### **B. Obtaining paper copies**

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

### **C. Withdrawing your consent**

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

### **D. Consequences of changing your mind**

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





**State of New Mexico  
General Services Department  
Purchasing Division**

**Statewide Price Agreement Amendment**

**Awarded Vendor:**  
**(AH)0000137865**  
**MCLL, Inc.**  
**Dbm Melloy Chevrolet**  
**377 Emilio Lopez Rd**  
**Los Lunas, NM 87031**

**Email:** randy@melloyfleet.com  
**Telephone No.** (505) 866-3005 or (505) 866-3180

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

**Amendment No.:** Nine

**Term:** March 5, 2021 – March 4, 2024

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

**Invoice:**  
**As Requested**

**Procurement Specialist:** Tami Concha

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

**Email:** Tami.Concha@gsd.nm.gov

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

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

**Base Price Increases for Vendor (AH) MCLL, Inc. dba Melloy Chevrolet, as follows;**

Item	Article and Description	Current Price	New Price
20	Chevrolet Silverado MD 4500 CC Reg Cab 2WD 60 CA"	\$51,214.00	\$54,744.00
21	Chevrolet Silverado MD 5500 CC Reg Cab 2WD 60 CA"	\$48,117.00	\$53,302.00

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

**Accepted for the State of New Mexico**

*Dorothy Mendonca*

**Date:** 9/27/2023

Dorothy Mendonca  
New Mexico State Purchasing Agent

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: **00-00000-20-00088**

Page-430

<b>Vendor:</b>	<b>(AH) MCLL, Inc. dba Melloy Chevrolet</b>
----------------	---

Item	Approx. Qty.	Unit
21	60	Each

Article and Description	Unit Price
-------------------------	------------

**Truck, 17,500 GVWR, cab & chassis, dual rear wheels, capable of being certified**

Base Cost: Per Unit, FOB, Dealer's Place of Business **\$41,612.00**

Net Cost: Per Unit, FOB, Santa Fe, NM **\$41,612.00**

Model: **SILVERADO 5500 MD REGULAR CAB 2WD 60"**

Make: **CHEVROLET** Wheelbase: **141"**

Engine: **6.6L V8** HP: **350** Torque: **700**

**Minimum Specifications:**

Air bags: Dual

Air conditioner: Factory installed

Axle: Factory standard

Body: Cab & Chassis

Brakes: Power, anti-lock

Cab to axle: 60"

Color: Factory standard to be determined by ordering agency

Engine: **6.6 liter turbo diesel**

Floor vinyl covering

Fuel tanks: **Maximum** fuel capacity available

Glass: Factory standard tint all around

Gross vehicle weight rating: **17,500**

Horsepower: **300** Torque: **650**

Keys: Three (3) ignition keys total, two (2) of which must be fobs

Mirrors: Extendable, trailer tow

Radio: MFG standard

Seats: Cloth bench

Tires: Factory standard highway tread all-season radials with full size spare

Transmission: Heavy-duty, automatic

Wheel base: **137"**

Windshield wipers: Intermittent with washer

<b>Item 21 Options: (Option Content subject to compatibility)</b>		
A.	60" CA: Platform body with 1/8 inch tread plate and recessed lights	(add) <b><u>\$3,880.00</u></b>
B.	60" CA: Platform body with 1/8 inch tread plate underbody hoist and recessed lights	(add) <b><u>\$7,280.00</u></b>
C.	60" CA: Stake sides for platform body	(add) <b><u>\$1,845.00</u></b>
D.	60" CA: Bed cover, telescoping lockable utility UB	(add) <b><u>\$2,415.00</u></b>
E.	60" CA: Utility body, Low profile	(add) <b><u>\$7,832.00</u></b>
F.	84" CA: Bed cover, telescoping lockable utility UB	(add) <b><u>\$2,920.00</u></b>
G.	84" CA: Platform body with 1/8" tread plate & recessed lights	(add) <b><u>\$4,760.00</u></b>
H.	84" CA: Platform body with 1/8" tread plate, underbody hoist & recessed lights	(add) <b><u>\$8,164.00</u></b>

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: **00-00000-20-00088**

Page-431

I.	84" CA: Stake sides for platform body	(add)	<b><u>\$1,960.00</u></b>
J.	84" CA: Utility body, Low profile	(add)	<b><u>\$11,224.00</u></b>
K.	84" Cab to axle	(add)	<b><u>\$175.00</u></b>
L.	4 x 4, all-season tires, skid plates (If available, factory installed)	(add)	<b><u>\$3,970.00</u></b>
M.	Air bag lock	(add)	<b><u>N/A</u></b>
N.	Air conditioner	(deduct)	<b><u>STD</u></b>
O.	Axle ratios, optional	(add)	<b><u>N/A</u></b>
P.	Backup camera	(add)	<b><u>\$200.00</u></b>
Q.	Backup camera relocate	(add)	<b><u>\$165.00</u></b>
R.	Bed liner: Utility bed, Spray-on (black only)	(add)	<b><u>\$880.00</u></b>
S.	Bed mounted side cargo box	(add)	<b><u>\$725.00</u></b>
T.	Bluetooth/Hands free	(add)	<b><u>\$275.00</u></b>
U.	Bumper: Replace front bumper with winch mount and grill guard	(add)	<b><u>\$2,420.00</u></b>
V.	Carpet with floor mats	(add)	<b><u>N/A</u></b>
W.	Color other than factory standard production: (5 unit minimum)	(add)	<b><u>\$650.00</u></b>
X.	Cab to axle: 102" regular cab only	(add)	<b><u>\$350.00</u></b>
Y.	Cab to axle: 120" regular cab only	(add)	<b><u>\$525.00</u></b>
Z.	Cab: Crew	(add)	<b><u>\$3,600.00</u></b>
AA.	Cab: Extended	(add)	<b><u>N/A</u></b>
AB.	Crane: 4,000 lbs. capacity electric/hydraulic with dual, pull-out manual crank down outriggers, power rotation, power boom elevation, power extension from 8' to 12' manual extension from 12' to 15' with pedestal for platform bodies (with rear crane-side spring assist, if needed)	(add)	<b><u>\$20,850.00</u></b>
AC.	Cruise control	(add)	<b><u>STD</u></b>
AD.	Engine: Other Diesel \$ Gas \$	(add)	<b><u>N/A</u></b>
AE.	Floor mats: All Weather	(add)	<b><u>\$240.00</u></b>
AF.	Fuel: B-20 (Biodiesel)	(add)	<b><u>N/A</u></b>
AG.	Fuel: Bi fuel CNG	(add)	<b><u>N/A</u></b>
AH.	Fuel: Bi-fuel prep	(add)	<b><u>N/A</u></b>
AI.	Fuel: Bi-fuel Propane	(add)	<b><u>N/A</u></b>
AJ.	Fuel: Bi-fuel, CNG	(add)	<b><u>N/A</u></b>
AK.	Fuel: Dedicated CNG	(add)	<b><u>N/A</u></b>
AL.	Fuel: Dedicated LPG	(add)	<b><u>N/A</u></b>
AM.	Gooseneck hitch: 2-5/16 inch ball rated at 26,000 lbs., "D" ring and 7-way electrical plug for platform body	(add)	<b><u>\$695.00</u></b>
AN.	Gooseneck hitch: 2-5/16 inch ball rated at 26,000 lbs., "D" ring and 7-way electrical plug for a pick-up bed, flat load floor	(add)	<b><u>N/A</u></b>
AO.	Grill Guard	(add)	<b><u>\$1,420.00</u></b>
AP.	GVWR: 19,500	(add)	<b><u>\$2,255.00</u></b>
AQ.	Headache rack for utility body	(add)	<b><u>\$770.00</u></b>
AR.	Headboard for platform bodies	(add)	<b><u>\$555.00</u></b>
AS.	Keys: Additional	(add)	<b><u>\$155.00</u></b>
AT.	Light bar: Roof width with 10 LED's: Code 3 of Federal Signal (User agency must specify location at time of order)	(add)	<b><u>\$1,595.00</u></b>
AU.	Light bar: Roof width with 16 LED's: Code 3 or Federal Signal (User agency must specify location at time of order)	(add)	<b><u>\$1,895.00</u></b>
AV.	Limited slip differential or functional equivalent	(add)	<b><u>\$350.00</u></b>

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: **00-00000-20-00088**

Page-432

AW.	Locking rear differential	(add)	<u><b>\$2,125.00</b></u>
AX.	Mileage charge: one (1) way delivery of unit to area(s) other than Santa Fe, NM	(add)	<u><b>\$2.00/MILE</b></u>
AY.	Mirrors: power	(add)	<u><b>\$640.00</b></u>
AZ.	Mirrors: tow, trailer, power	(add)	<u><b>\$645.00</b></u>
BA.	Overhead material rack, 1000 lb.	(add)	<u><b>\$1,530.00</b></u>
BB.	Paint: Red or metallic for utility body	(add)	<u><b>\$1,500.00</b></u>
BC.	Park assist	(add)	<u><b>\$1,500.00</b></u>
BD.	Park assist relocate	(add)	<u><b>N/A</b></u>
BE.	Power door locks/power windows	(add)	<u><b>\$640.00</b></u>
BF.	Premium Radio	(add)	<u><b>\$275.00</b></u>
BG.	PTO capability for automatic or manual transmission	(add)	<u><b>\$275.00</b></u>
BH.	Remote keyless entry	(add)	<u><b>\$175.00</b></u>
BI.	Running boards	(add)	<u><b>\$750.00</b></u>
BJ.	Seat: Front bucket	(add)	<u><b>N/A</b></u>
BK.	Seats: Cloth bucket no center console	(add)	<u><b>N/A</b></u>
BL.	Skid plates: Factory installed	(add)	<u><b>\$275.00</b></u>
BM.	Snow Plow 8 1/2' (snow plow prep package required) Consult to verify front axle meets minimum requirements for certification	(add)	<u><b>\$7,700.00</b></u>
BN.	Snow plow prep package	(add)	<u><b>\$340.00</b></u>
BO.	Spotlight: 6-inch (each)	(add)	<u><b>\$550.00</b></u>
BP.	Spreader, Salt	(add)	<u><b>\$12,740.00</b></u>
BQ.	Tires: All terrain	(add)	<u><b>\$895.00</b></u>
BR.	Tire mount: Full size spare, in-bed with #3 master pad lock (agency will specify install location)	(add)	<u><b>\$264.00</b></u>
BS.	Toolbox: 18" x 18" x 24" locking, installed under platform body	(add)	<u><b>\$550.00</b></u>
BT.	Trailer brake controller, factory	(add)	<u><b>\$305.00</b></u>
BU.	Trailer brake controller, after market	(add)	<u><b>\$305.00</b></u>
BV.	Trailer towing package and Class 4 receiver hitch, less ball mount with trailer brake controller and seven (7) way electrical plug	(add)	<u><b>\$565.00</b></u>
BW.	Trailer towing package and Class 4 receiver hitch, Heavy duty, less ball mount with trailer brake controller and seven (7) way electrical plug	(add)	<u><b>\$575.00</b></u>
BX.	Vinyl seats	(deduct)	<u><b>N/C</b></u>
BY.	Warranty: Factory, 5 years – 125,000 miles for motor and drive train, \$100.00 deductible maximum. Up charge for diesel extended warranty	(add)	<u><b>N/A</b></u>
BZ.	Warranty: Factory, 5 years – 100,000 miles for motor and drive train, \$100.00 deductible maximum	(add)	<u><b>STD</b></u>
CA.	Warranty: Factory, 5 years – 75,000 miles, \$100.00 deductible maximum	(add)	<u><b>N/A</b></u>
CB.	Wheel locks (installed by customer)	(add)	<u><b>\$75.00</b></u>
CC.	Winch: 12,000 lb. capacity worm gear driven electric, 5/16" cable, hook and guide for 4 x 4 only	(add)	<u><b>\$2,605.00</b></u>
CD.	Window tint: Darker than MFG standard	(add)	<u><b>\$420.00</b></u>
CE.	Snow Plow 9 Ft	(add)	<u><b>\$7,950.00</b></u>
CF.	Utility Body Bar Lock System	(add)	<u><b>\$590.00</b></u>
CG.	Flip Top Compartments 60" CA	(add)	<u><b>\$1,490.00</b></u>
CH.	Flip Top Compartments 84" CA	(add)	<u><b>\$2,715.00</b></u>

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: **00-00000-20-00088**

Page-433

CI.	T Handles 60" Ca	(add)	<u>\$620.00</u>
CJ.	T Handles 86" Ca	(add)	<u>\$660.00</u>
CK.	PTO Transmission Mount	(add)	<u>\$3,520.00</u>
CL.	Tarp Spring Rewind	(add)	<u>\$1,365.00</u>
CM.	12 Ft Dry Box Van	(add)	<u>\$12,461.00</u>
CN.	14 Ft Dry Box Van	(add)	<u>\$13,061.00</u>
CO.	16 Ft Dry Box Van	(add)	<u>\$14,061.00</u>
CP.	18 Ft Dry Box Van	(add)	<u>\$16,061.00</u>
CQ.	Box Van Lift gate, 2k Lbs.	(add)	<u>\$8,350.00</u>



State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 00-00000-20-00088

Page-7

(AG) 00000137868

MJLL, Inc.

dba Melloy Chrysler-Jeep-Dodge-RAM

357 Emilio Lopez Rd

Los Lunas, NM 87031

(505) 866-3005

Randy@melloyfleet.com

Delivery: Approximately 90-180 days

(AH) 00000137865

MCLL, Inc.

dba Melloy Chevrolet

377 Emilio Lopez Rd

Los Lunas, NM 87031

(505) 866-3005

(505) 866-3180

Randy@melloyfleet.com

Delivery: Approximately 90-180 days  
Chevy Tahoe and Suburban  
production begins Feb. 2021

(AI) 0000062888

Melloy Nissan

7707 Lomas Blvd

Albuquerque, NM 87110

(505) 265-8721

Rbeavis@melloynissan.com

Delivery: 12 to 14 weeks

(AJ) 0000087738

Phil Long Dealership LLC

dba Phil Long Ford of Raton, LLC

301 South Second Street

Raton, NM 87740

(505) 514-3552

Rbutler@phillong.com

Delivery: As Requested, FOB Santa Fe  
8-15 weeks A.R.O. Subject to  
MFG Scheduling & Up-fitter  
Scheduling

(AK) 0000046112

Richardson Investment Inc.

dba Rich Ford

8601 Lomas NE

Albuquerque, NM 87112

(505) 275-4518

Jcosten@rich-ford.com

Delivery: 16 weeks

(AL) 0000141519

BDR Preferred Holdings

dba Roberts Truck Center

1623 Aspen Ave. NW

Albuquerque, NM 87104

(505) 243-7883

brian.foster@robertstruck.com

Delivery: 120 Days ARO



Cibola County, NM

# Detail vs Budget Report

## Account Summary

Date Range: 07/01/2023 - 10/16/2023

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
419 - LAGUNA VFD	Capital Outlay							
Expense								
419-018-430-00028		469,565.00	679,865.00	0.00	0.00	0.00	210,300.00	30.93 %
Expense Totals:		469,565.00	679,865.00	0.00	0.00	0.00	210,300.00	30.93 %
419 - LAGUNA VFD Totals:		469,565.00	679,865.00	0.00	0.00	0.00	210,300.00	30.93 %
Report Total:		469,565.00	679,865.00	0.00	0.00	0.00	210,300.00	30.93 %



9j. (7) New Business

Requisitions Over  
\$20,000

Firearms-Ammo/ Proforce Law Enfor. /Sheriff's  
Dept.

\$53,983.94

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



# PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301  
Tel: 928-776-7192 Fax: 928-445-3468  
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE# PAGE

657962 1

QUOTE

SHIP DATE

A.S.A.P.

SOLD  
TO

CIBOLA COUNTY  
PURCHASING  
515 W HIGH STREET  
GRANTS NM 87020

SHIP  
TO

CIBOLA COUNTY  
515 W. HIGH STREET  
GRANTS NM 87020-2526

505-285-5434

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	09/27/23	010408	A	MIKE YARBROUGH	F-2D FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.				UNIT PRICE	UOM DISC.      NET PRICE
25	PA175S202MOS GLK LE 17G5 9MM PST FS 17RD MOS FSS 3 MAGS				429.00	EA .00      10,725.00
25	GL-330 AMG 2XL TALL SUPP NSITE SET GLK GRN/WHT 3-DOT				63.57	EA .00      1,589.25
25	GL-ACRO-ST C&H GLK MOS MIL/LEO ADP PLT AIM ACRO STEEL				51.67	EA .00      1,291.75
25	NON-STOCK MRO-C-2200019 MRO PATROL				625.00	EA .00      15,625.00
25	94740 MTA SURESHELL CAR REM 870 POLY 6RD				32.22	EA .00      805.50
100	R23966 REM 223 UMC 55GR FMJ 50RD 8BX/CS				29.78	EA .00      2,978.00
4	NON-STOCK LE223T1-CASE FED 223 SP DUTY AMMO 250ROUND CASE				242.36	EA .00      969.44
COMMENT						
TERMS						



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O R D E R	QUOTE#	PAGE
	657962	2
	SHIP DATE	
Q U O T E	A.S.A.P.	

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CIBOLA COUNTY  
515 W. HIGH STREET

GRANTS

NM 87020-2526

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	09/27/23	010408	A	MIKE YARBROUGH	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
10	1E092110-CASE AGU 9MM 124GR FMJ 50RD/BX CASE OF 1000RD *D/S ONLY*	234.55	EA .00	2,345.50
5	53619-CASE SPR GOLD DOT 9MM 147GR GDHP 100RDS/CS	400.05	EA .00	2,000.25
1	XFET THIS ITEM FET OUT	.00	EA .00	.00
25	R0933-XFET CLT LE M4 COMMANDO A3 C/STK SEMI/FULL AUTO	1,086.37	EA .00	27,159.25
1	TRADES CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED	11,505.00-	EA .00	11,505.00CR
<p>IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order and F.E.T. form. ATF or the manufacturer may require additional forms. Sample forms may be found at: <a href="http://www.ProForceonline.com/forms.html">http://www.ProForceonline.com/forms.html</a> Standard Terms are Net 30 days. If department policy does</p>				

COMMENT

TERMS

# PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301

Tel: 928-776-7192 Fax: 928-445-3468

email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE# PAGE

657962 3

QUOTE

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505-285-5434

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	09/27/23	010408	A	MIKE YARBROUGH	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
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not allow for partial shipments and payments, separate purchase orders for each item will be necessary.

Standard manufacturer's warranty applies to all department

This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.

ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.

ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to [ryan.schreiber@proforceonline.com](mailto:ryan.schreiber@proforceonline.com). For orders over \$5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items

IMPORTANT: To order from this quotation, please sign below.

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

COMMENT

TERMS

# PROFORCE LAW ENFORCEMENT

2625 Steerman Drive, Prescott AZ, 86301  
Tel: 928-776-7192 Fax: 928-445-3168  
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE# PAGE

657962 4

QUOTE

SHIP DATE

A.S.A.P.

SOLD  
TO

CIBOLA COUNTY  
PURCHASING  
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SHIP  
TO

CIBOLA COUNTY  
515 W. HIGH STREET  
GRANTS NM 87020-2526

505-285-5434

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	09/27/23	010408	A	MIKE YARBROUGH	F-2D FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
	- Date: _____ P.O.: _____ - Signature: _____					
COMMENT FOR ROBERT TURNEY  TERMS DUE NET 30 DAYS					SALES AMOUNT	53,983.94



## Traci Rodriguez

---

**To:** Shawn Herman  
**Subject:** RE: Other Question

**From:** Shawn Herman <[sherman@vancesle.com](mailto:sherman@vancesle.com)>  
**Sent:** Friday, October 13, 2023 10:54 AM  
**To:** Traci Rodriguez <[Traci.Rodriguez@co.cibola.nm.us](mailto:Traci.Rodriguez@co.cibola.nm.us)>  
**Subject:** FW: Other Question

Traci,

We do not distribute for all the products you have requested and those that we do, you are out of our assigned territory. Sorry but we will be unable to quote you.



**Shawn Herman**  
Law Enforcement Sales Manager  
614 471-0712 x322  
[3723 Cleveland Ave, Columbus, OH 43224](#)



## Traci Rodriguez

---

**From:** Guns.com Customer Service <service@guns.zendesk.com>  
**Sent:** Friday, October 13, 2023 10:00 AM  
**To:** Traci Rodriguez  
**Cc:** Customer Service  
**Subject:** [Request received] Sheriff's Office Quote



^^^If replying to this message, please do so above this line^^^

Hi Traci:

Thank you for your inquiry. It will be reviewed by a member of our team and we will be in contact with you as soon as possible. For urgent matters, please contact us at (866) 582-4867 during operating hours of 7:30am - 6pm CST Monday - Friday.

This email is a service from Guns.com. Delivered by [Zendesk](#)





Cibola County, NM

# Detail vs Budget Report

## Account Summary

Date Range: 07/01/2023 - 10/19/2023

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
<b>605 - LAW ENFORCEMENT PROTECTION</b>								
<b>Revenue</b>								
605-42-300-57500	State LEP Allotment	0.00	-119,000.00	0.00	-100,981.64	-100,981.64	-18,018.36	-15.14 %
<b>Revenue Totals:</b>		<b>0.00</b>	<b>-119,000.00</b>	<b>0.00</b>	<b>-100,981.64</b>	<b>-100,981.64</b>	<b>-18,018.36</b>	<b>-15.14 %</b>
<b>Expense</b>								
605-035-455-00246	FIREARMS/AMMUNITION	0.00	99,000.00	0.00	0.00	0.00	99,000.00	100.00 %
605-035-499-40575	From 605 to 575	0.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00 %
<b>Expense Totals:</b>		<b>0.00</b>	<b>119,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>119,000.00</b>	<b>100.00 %</b>
<b>605 - LAW ENFORCEMENT PROTECTION Totals:</b>								
<b>Report Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-100,981.64</b>	<b>-100,981.64</b>	<b>100,981.64</b>	



# 9k. New Business

## Huitt-Zollar

Contract for Construction Phase Services for  
CR-18b

10/25/2023

Ms. Judy Horacek  
Project Manager  
Cibola County

**RE: Change Order Request for Construction Phase Services – County Rd 18 B Bridge Replacement**

Dear Judy,

We appreciate the opportunity to provide you with this change order request describing construction phase services for the County Rd 18 B Bridge Replacement. Our goal for this project is to provide Cibola County and its residents with a safe and reliable bridge. Due to the complexity of some construction phases, regular inspections will ensure the new bridge is installed correctly.

As the project duration and need for inspection may vary, we are proposing to work on a Time & Materials basis. By working on a Time & Materials basis, Huitt-Zollars can direct the need for inspections, providing cost savings where possible. We have estimated the hours for the entire project per contract times and construction phases.

Based on our understanding of the project, we have developed the following Scope of Work and Fee with the following assumptions/conditions:

**Assumptions/Conditions:**

- This work is proposed as change order additional fee to our existing contract with Cibola County.
- Full-time inspection may not be required for the duration of this project, however, due to the complexity of some of the construction phases, it is our recommendation that a Senior Inspector/Project Manager is onsite for the majority of work related to abutment excavation, abutment concrete casting, and bridge installation.
- We will coordinate as needed with Cibola County to schedule our inspectors based on contractor progress, phasing, and type of work being performed.
- The work is proposed on a Not-To-Exceed basis based on the specific need to oversee the stages of abutment excavation, abutment concrete casting, and bridge installation. We have assumed twelve (12) 8-HR work days through the end of December 2023.
- If delays are encountered and additional days are required, a change order can be executed to provide additional efforts.

**SCOPE OF WORK**

The primary role of the Construction Team will be:

1. Perform weekly and critical construction phase inspections & project oversight, act as Cibola County part-time project representative, document work activity on a Construction Observation Report, and support the documentation with photos taken of the specific work activities. Provide weekly email updates to the County summarizing the week's activities. Include details and reporting sufficient for reporting requirements, and maintain a project book.
2. Monitor/Track/Confirm the schedule of work activity as compared to the Job Progress Schedule Review/Confirm/Certify billing submitted by the Contractor, approve submittals and change orders submitted by the Contractor, validate charges for the County, and submit invoice(s) for payment accordingly.
3. Ensure compliance with work standards and specifications.

**FEE**

Work is proposed on a **Not-To-Exceed basis** in order to allow Cibola County economy and flexibility to cover the Contractor's unknown final schedule and to have our observers "fill in" the gaps where needed.

**Construction Phase Services**

We will perform the above scope of work on a Time & Materials basis based on our hourly rate sheet:

Typical Costs are as follows, and are proposed on a Time & Materials Basis:

1. Senior Inspector/Project Manager – Part Time	\$	12,960.00
2. Project Support (Submittals, RFI, Pay Estimates)	\$	5,200.00
3. Project Closeout	\$	4,160.00

<b>PROJECT SUBTOTAL:</b>	<b>\$</b>	<b>22,320.00</b>
<b>NMGRT 7.4375%</b>	<b>\$</b>	<b>1,660.05</b>

<b>PROJECT TOTAL:</b>	<b>\$</b>	<b>23,980.05</b>
-----------------------	-----------	------------------

Sincerely,  
Huitt-Zollars, Inc.



Rob Demeule, PE  
Vice President

Accepted for Cibola County

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



**MANHOUR ESTIMATE - 1 DAY PER WEEK & 8-HR DAYS**  
**CIBOLA COUNTY**  
**CR18B Bridge Replacement**

	PRINCIPAL IN CHARGE (\$270/HR)	SENIOR PRJ. MNGR (QC) (\$255/HR)	SENIOR CIVIL ENGINEER (\$200/HR)	SR PROJECT SUPPORT (\$130/HR)	REPRESENTATIVE PROJECT MANAGER (\$135/HR)	SURVEY TECHNICIAN (\$140/HR)	2-PERSON SURVEY CREW (\$195/HR)	TOTALS	FEE
October - January 2023 - 12 Weeks @ 1 Days @ 8-HR Days					96				\$ 12,960.00
									\$ -
Project Support (Submittals, RFI's, Pay Estimates)				40					\$ 5,200.00
									\$ -
Project Closeout				32					\$ 4,160.00
<b>Total</b>	0	0	0	72	96	0	0	168	\$ 22,320.00
<b>NMGRT @ 7.4375 %</b>									\$ 1,660.05
<b>Subtotal</b>									\$ 23,980.05





# 91. New Business

## Rio San Jose

Request for County to Serve as Fiscal Agent



---

**FISCAL AGENT REQUEST  
APPLICATION**

**Date:** October 24, 2023

**Grantee Name:** The Association of Community Ditches of Rio San José and its nine member Acequias listed below

**Fiscal Agent Name:** Cibola County, New Mexico

**Appropriation ID# / Project #** \_\_\_\_\_

**Grant Amount:** \$250,000

**Administrative Fee 5 %:** \$12,500.00

(Grant funds cannot be used for admin fee)

Grantee shall submit with this application proof of dedicated funds to pay the Admin Fee)

Attached See attached Local Settlement Agreement §§12.2.2.6 and 12.3 **yes\*** / No

**Name and Title of Grantee Representative:** Rebecca Dempsey

Mailing Address: POBox 4160

City, State Zip: Santa Fe, New Mexico 87502-4160

Phone #: 505-660-4227; 505-988-4476

Email: rdempsey@cuddymccarthy.com

**Project Description:**

(1) Survey by a qualified hydrologist of the existing and historic irrigation infrastructure, irrigated acreage, and surface and ground water resources potentially available in each of the nine Acequias; (2) inventory and prioritization of potential projects to benefit the Acequias water supply; (3) findings and conclusions provided in a report for use by the Association and Acequias in selecting projects to pursue.

---

**Name and Title of Fiscal Agent Representative:** Kate Fletcher

Mailing Address: 700 E. Roosevelt Ave., Suite 50

City, State Zip: Grants, NM 87020

Phone #: 505-285-2590

Email: kate.fletcher@co.cibola.nm.us

**County Commission Chairman:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Chief Procurement Officer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Upon approval, Cibola County will formulate fiscal agent agreements and distribute them for signatures. Cibola County and Grantee will meet to set a Plan of Action. (Attachment A)

Attachment A

Plan of Action

Action	Responsible Party	Timeline	Notes

List of member Acequias and Community Ditches of the Association of Community Ditches of Rio San José:

1. Bluewater Toltec Irrigation District
2. La Acequia Madre del Ojo del Gallo
3. Moquino Water Users Association II
4. Murray Acres Irrigation Association
5. San Mateo Acequia Association
6. Seboyeta Community Irrigation Association
7. Cubero Acequia Association
8. Cebolletita Acequia Association
9. San Jose De La Cienega Acequia Association

\*Local Settlement Agreement, § 12.2.2.6:

“**12.2.2. Authorized Uses.** The Signatory Acequias Project Fund shall be used for the purpose of providing non-federal cost-share funding to the Signatory Acequias for: ....

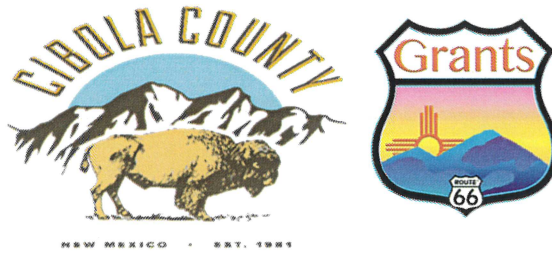
**12.2.2.6.** all related administrative, and technical and legal costs and fees associated with the inventories, grant application, permitting, construction, implementation, maintenance, operation and replacement of the Signatory Acequia Projects.



# 9m. New Business

## MOA with City of Grants

Shared Costs for Medical Director Services thru  
the UNM Dept. of Emergency Medicine



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made on October 26, 2023, by and between Cibola County, 700 East Roosevelt Avenue, Grants, New Mexico, 87020, hereinafter "County" and the City of Grants, P.O. Box 879, Grants, New Mexico, 87020, hereinafter "City of Grants". The parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions:

**TERM.** The term of this Agreement shall be five (5) Years unless terminated sooner in accordance with the terms of this Agreement (the "Term").

**GOALS AND OBJECTIVES.** Cibola County has contracted with the University of New Mexico, Department of Emergency Medicine to provide medical direction for its responders practicing emergency care. UNM has authorized the County to extend its medical direction services to the City of Grants as set forth herein. This MOA is intended to apportion a portion of the contract costs of medical direction services to the City of Grants.

### **OBLIGATIONS OF THE PARTIES.**

Cibola County shall perform the following obligations:

The County will pay the \$12,000 annual fee for Medical Direction through the University of New Mexico, Department of Emergency Medicine. The County will tender an invoice to the City of Grants for a portion of those costs, in the amount of \$1,000.00 each quarter, totaling \$4,000.00/year.

The City of Grants shall perform the following obligations:

The City of Grants, within thirty (30) days of receipt of the invoice, shall remit payment to Cibola County for continuation of medical control for its responders practicing emergency medical care.

**CONFIDENTIALITY.** Subject to the exceptions articulated herein, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement. Each party may disclose information which would otherwise be confidential if and to the extent: required by the law of any relevant jurisdiction; the information has come into the public domain through no fault of that party; or the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after



consultation with and notice to the other party.

**REPRESENTATIONS.** Each party to this Agreement represents to the other party that it: (1) has full power, authority, and legal right to execute and perform this Agreement; (2) has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement; (3) this Agreement constitutes the legal, valid, and binding obligations of such party in accordance with its terms; and (4) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

**TERMINATION.** Either party may terminate this MOA upon thirty (30) days written notice to the other party. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination. Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints asset out herein.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed below or to such other address as one party may have furnished to the other in writing,

Cibola County  
700 East Roosevelt-Suite 50  
Grants, NM 87020

City of Grants  
P.O. Box 879  
Grants, NM 87020

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**LIABILITY.** Each Party shall be solely responsible for its own actions and for the actions of its employees, officers or agents under this MOA. Nothing herein shall be deemed to waive any and all limitations on liability and other protections under the New Mexico Civil Rights Act or the New Mexico Tort Claims Act. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of any Party when performing their respective functions within the territorial limits of their respective public agencies, shall apply

to them to the same extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this MOA.

**WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of New Mexico.

**PASSED, APPROVED and ADOPTED** by the Cibola County governing body at a regular meeting on the 26<sup>th</sup> day of October 2023.

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

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

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

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

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

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

ATTEST:

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

**CITY OF GRANTS**

**PASSED, APPROVED and ADOPTED** by the City of Grants governing body at a regular meeting on the \_\_\_\_ day of \_\_\_\_ 2023.

**THE COUNCIL OF THE CITY OF GRANTS:**

\_\_\_\_\_  
Erik Garcia, Mayor

\_\_\_\_\_  
George “Gunny” Garcia, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Beverly Michael, Councilor

\_\_\_\_\_  
Frances Salas, City Clerk

\_\_\_\_\_  
Fred Rodarte, Councilor

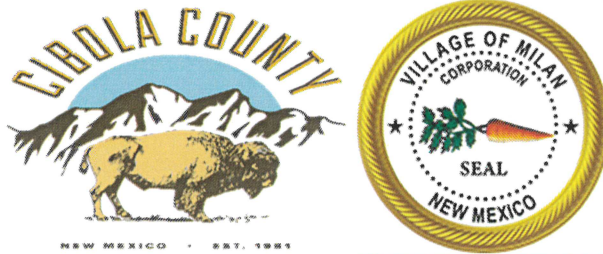
\_\_\_\_\_  
Zachery Gutierrez, Councilor



# 9n. New Business

## MOA with Village of Milan

Shared Costs for Medical Director Services thru  
the UNM Dept. of Emergency Medicine



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made on October 26, 2023, by and between Cibola County, 700 East Roosevelt Avenue, Grants, New Mexico, 87020, hereinafter "County" and the Village of Milan, 609 W. Historic Highway Route 66, Milan, New Mexico, 87020, hereinafter "Village of Milan". The parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions:

**TERM.** The term of this Agreement shall be five (5) Years unless terminated sooner in accordance with the terms of this Agreement (the "Term").

**GOALS AND OBJECTIVES.** Cibola County has contracted with the University of New Mexico, Department of Emergency Medicine to provide medical direction for its responders practicing emergency care. UNM has authorized the County to extend its medical direction services to the Village of Milan as set forth herein. This MOA is intended to apportion a portion of the contract costs of medical direction services to the Village of Milan.

### **OBLIGATIONS OF THE PARTIES.**

Cibola County shall perform the following obligations:

The County will pay the \$12,000 annual fee for Medical Direction through the University of New Mexico, Department of Emergency Medicine. The County will tender an invoice to the Village of Milan for a portion of those costs, in the amount of \$1,000.00 annually.

The Village of Milan shall perform the following obligations:

The Village of Milan, within thirty (30) days of receipt of the invoice, shall remit payment to Cibola County for continuation of medical control for its responders practicing emergency medical care.

**CONFIDENTIALITY.** Subject to the exceptions articulated herein, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement. Each party may disclose information which would otherwise be confidential if and to the extent: required by the law of any relevant jurisdiction; the information has come into the public domain through no fault of that party; or the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.



**REPRESENTATIONS.** Each party to this Agreement represents to the other party that it: (1) has full power, authority, and legal right to execute and perform this Agreement; (2) has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement; (3) this Agreement constitutes the legal, valid, and binding obligations of such party in accordance with its terms; and (4) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

**TERMINATION.** Either party may terminate this MOA upon thirty (30) days written notice to the other party. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination. Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints set out herein.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed below or to such other address as one party may have furnished to the other in writing,

Cibola County  
700 East Roosevelt-Ste 50  
Grants, NM 87020

Village of Milan  
609 W. Historic HWY Route 66  
Milan, New Mexico 87020

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**LIABILITY.** Each Party shall be solely responsible for its own actions and for the actions of its employees, officers or agents under this MOA. Nothing herein shall be deemed to waive any and all limitations on liability and other protections under the New Mexico Civil Rights Act or the New Mexico Tort Claims Act. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of any Party when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this MOA.

**WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of New Mexico.

**PASSED, APPROVED and ADOPTED** by the Cibola County governing body at a regular meeting on the 26<sup>th</sup> day of October 2023.

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

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Daniel Torrez, Chair

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

---

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

---

Robert Windhorst, Commissioner

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Ralph Lucero, Commissioner

ATTEST:

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Michelle E. Dominguez  
Cibola County Clerk

**VILLAGE OF MILAN**

**PASSED, APPROVED and ADOPTED** by the City of Grants governing body at a regular meeting on the \_\_\_\_ day of \_\_\_\_\_ 2023.

**THE TRUSTEE'S OF THE VILLAGE OF MILAN:**

\_\_\_\_\_  
Felix O. Gonzales, Mayor

\_\_\_\_\_  
Vivian Brumbelow, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
James Mercer, Trustee

\_\_\_\_\_  
Denise Baca, Village Clerk

\_\_\_\_\_  
Chris Archuleta, Trustee

\_\_\_\_\_  
Roseanne Lopez, Trustee