



CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez
Chairman

Martha Garcia
1st Vice Chairman

Christine Lowery
2nd Vice Chairman

Ralph Lucero
Commissioner

Robert Windhorst
Commissioner

Regular Commission Meeting
Thursday, November 16th, 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. **Canvassing**

(County Commission Convenes as Canvassing Board)

- a. Consideration of Canvassing the Results of 2023 Regular Local Election

(County Commission Reconvenes as Commission Board)

7. **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.

8. **Minutes**

- a. 10.26.2023 Regular Commission Meeting

9. **Presentation**

- a. Swearing In Ceremony For Deputies:

1. Monica Young
2. Joshua Pacheco

- b. Recognition of Public Safety Telecommunicator (PST) Graduates

1. Allyssa Whetten-NMLEA PST 161-Graduate & Valedictorian
2. Emily Naef-NMLEA PST 161-Graduate

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

- a. Consideration of Resolution NW NM Solid Waste Authority Yearly Service Agreement
- b. Consideration of Requisitions over \$20,000
 1. Laptop/Dell/Data Processing-\$69,656

11. Executive Session

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

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

- a. Pending or threatened litigation 10-15-1 (H) (7)
- b. Real Property 10-15-1 (H) (8)
- c. Personnel 10-15-1 (H) (2)
- d. other specific limited topics that are allowed or authorized under the stated statute;

Motion and Roll Call Vote to Return to Regular Session

Motion and Roll Call Vote that Matters Discussed In Closed Session Were Limited To Those Specified In Motion For Closure, and That No Final Action Was Taken, As Per New Mexico Statutes Section §10-15-1.

12. Announcements

- a. Cibola County Offices Will Be Closed, Thursday and Friday, November 23 & 24, 2023, In Observation of Thanksgiving and Family Day Holidays.
- b. The Next Regular Commission Meeting will be on Thursday, December 21st, 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@co.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@co.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.



6a. Canvassing

2023 Regular Election

Results-No Backup Currently



8a. Minutes

Oct. 26, 2023

Regular Commission Meeting

Regular Commission Meeting
Thursday, October 26th, 2023
5:00 p.m.
Cibola County Commission Chambers

Elected Officials Present Staff

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

Gloria Pargas, Budget Analyst
Paul Ludi, Finance Director
Natalie Grine, Chief Deputy Clerk
Pricilla Marquez, Rec & Filing Clerk

1. Call to Order

Chairman Torrez called the meeting to order at 5:00 pm

2. Roll Call

Chairman Torrez does roll call, 1st Vice Chairman Garcia was absent.

3. Pledge of Allegiance

Led by Commissioner Lowery, recited by all.

4. Prayer

Led by Commissioner Windhorst.

5. Approval of Agenda

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

6. Public Comment

No Public Comment.

7. Minutes

a. 09-28-2023 Regular Commission Meeting

Motion to approve Minutes for the Regular Meeting of September 28th, 2023.
made by Commissioner Windhorst
Second made by Commissioner Lucero 4-0 affirmative.

8. Reports

- a. Budget and Finance Report-Gloria Pargas & Paul Ludi- Finance Director**
Report on File.
- b. Cibola General Hospital Annual Report-Thomas Whelan-Hospital C.E.O**
Mr. Whelan gave a brief update on the Cibola General Hospital.

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

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

b. Consideration of Resolution 2023-47 FY24 BAR 2

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

c. Consideration of Resolution 2023-55 1st Quarter Financial Report

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

d. Consideration of Resolution 2023-48 Setting Election Worker Compensation

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

e. Consideration of Resolution 2023-49 2024 Holiday Schedule

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

f. Consideration of Resolution 2023-50 Participating in NMDOT Administered Transportation Project Fund Program for County 5-Moquino Llano Bridge-Awarded an Additional \$2,000,000

Motion to approve items F. made by Commissioner Lucero
Second made by Commissioner Windhorst 4-0 affirmative.

g. Consideration of Resolution for LGRF CO-OP Grant Agreement Extension Request For:

- 1. Resolution 23-51 LGRF CO-OP Agreement L600208 SP**
- 2. Resolution 23-52 LGRF CO-OP Agreement-Control # L600214 CAP**
- 3. Resolution 23-53 LGRF CO-OP Agreement-Control # L600216 SBR**

Motion to approve item G number 1-3 made by Commissioner Lucero
Second by Commissioner Lowery 4-0 affirmative.

h. Consideration of Resolution 23-54 Supporting the New Mexico Counties 2024 Legislative Priorities

Motion to approve item H made by Commissioner Lowery with additional wording.
Second by Commissioner Torrez 4-0 affirmative.

i. Consideration of Resolution 23-56 Amending Appointment to the Board of Registration

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

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.

Motion to approve item J numbers 1-6 made by Commissioner Lucero
Second by Commissioner Windhorst 4-0 affirmative.

k. Consideration of Huitt-Zollar Engineering Construction Phase Services for County Road 18b Bridge Replacement

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

l. Consideration of Rio San Jose's Request for Cibola County to Serve as its Fiscal Agent

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

m. Consideration of Memorandum of Agreement Between 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.

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

n. Consideration of Memorandum of Agreement Between Village of Mialn to Share an Agreed Upon Portion of the Costs for Medical Director Services through the University of New Mexico, Department of Emergency Medicine.

Motion to approve item N. made by Commissioner Windhorst with the change from \$1,000 to \$1500.00.
Second by Commissioner Lucero 4-0 affirmative.

10. Executive Session

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

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 made by Commissioner Lowery to go into Executive Session, at 6:59 p.m.
Second by Commissioner Lucero 4-0 affirmative.

Motion and Roll Call Vote to Return to Regular Session

Motion and Roll Call Vote that Matters Discussed In Closed Session Were Limited To Those Specified In Motion For Closure and That No Final Action Was Taken. As Per New Mexico Statutes Section §10-15-1.

Motion made to return to Regular Session was made by Commissioner Lowery at 7:15 p.m.

Second by Commissioner Windhorst 4-0 affirmative, and motion for Closure and that No Action was taken, Made by Commissioner Lowery, Second by Commissioner Lucero 4-0 affirmative.

11. New Business-Action May Be Taken

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

Motion was made by Commissioner Lucero for staff to Publish the Interest in Property located at 515 W. High Street Grants, NM 87020 Second by Commissioner Lowery 4-0 affirmative.

12. Announcements

a. Cibola County Offices Will Be Closed, Friday, November 10th, 2023, In Observance of Veteran's Day Holiday.

b. The next Regular Commission Meeting will be on Thursday, November 16th, 2023, at 5:00 p.m.

13. Adjournment

7:17 p.m.

PASSED, APPROVED, and ADOPTED this 16th, day of November 2023

BOARD OF COUNTY COMMISSIONERS

Daniel Torrez, Chairman

Martha Garcia, 1st Vice Chairman

Christine Lowery, 2nd Vice Chairman

Robert Windhorst, Commissioner

Ralph Lucero, Commissioner

ATTEST:

Michelle E. Dominguez, Cibola County Clerk

Date: _____

SEAL



9a. Presentations

Swearing In Ceremony of Deputies

- a. Monica Young
- b. Joshua Pacheco

No Back up Documentation



9b. Presentations

Recognition of Public Safety Telecommunicator Graduates

- a. Allyssa Whetten-NMLEA PST 161-Grad & Valedictorian
- b. Emily Naef- NMLEA PST 161-Grad

No Back up Documentation



10a. New Business

NW NM SWA

Yearly Service Agreement

Northwest New Mexico Regional Solid Waste Authority

101 Red Mesa Bluffs Drive • P.O. Box 1330 • Thornton, New Mexico 87323

Tel. (505) 905-8400 • Fax: (505) 905-8401

June 23, 2023

This agreement is a contract by and between the **Northwest New Mexico Regional Solid Waste Authority** and **Cibola County**. This will provide container(s) per site. This will be used for collection and disposal of municipal waste.

This Contract will be effective July 1, 2023 thru June 30, 2024.

Terms are as follow:

| | | |
|----------------------------|-----------------------------------|----------|
| Haul Fee (per container) | Bluewater | \$100.00 |
| | Cubero | \$250.00 |
| | Pinehill | \$400.00 |
| | San Mateo | \$200.00 |
| | Seboyeta | \$350.00 |
| | Redrock Landfill | \$39.00 |
| Tipping Fee (per ton) | Cibola/Mckinley Transfer Station | \$46.00 |
| Tipping Fee (per ton) | | \$150.00 |
| Over Weight Fee | | \$100.00 |
| Rental Fee (per container) | If container is kept over 30 days | |

An overweight fee may be charged for loads exceeding the GVW of our ROLL-OFF trucks. Overweight fee will be determined by the weight of load.

5% GOVERNMENTAL GROSS RECEIPTS TAX

Container may not be loaded above the rim and no sharp objects may project upward or hang over the sides. Drivers will not adjust any loads. That is the responsibility of the contractor and will be done before the truck arrives. Any issues with this may result in the container being removed.

The container shall remain at the designated location until proper authorization is obtained for relocation. Any damage done to the container, while in this location, is the responsibility of the renter.

We reserve the right to cancel this contract, with a 30 day written notice.

Payment is due the 30th of each month. Failure to make prompt monthly Payments shall result in termination of this contract. If Account is 60 days past due we will remove container.

I/We agree to the terms and conditions set forth by the Authority.

Accepted by


NWNMRSWA

9/19/23

Cibola County
Ph#(505)287-9431
Acct#2000

Date

Date



10b.(1) New Business

Requisitions Over \$20,000

Laptops/ Dell/Data Processing

\$69,656

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



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

| | | | |
|-----------------------------|---|-------------------|---------------------------|
| Quote No. | 3000168287090.1 | Sales Rep | Danielle Twardak |
| Total | \$69,656.00 | Phone | (800) 456-3355, 7250511 |
| Customer # | 3066967 | Email | Danielle_Twardak@Dell.com |
| Quoted On | Nov. 07, 2023 | Billing To | WENDY SELF |
| Expires by | Dec. 07, 2023 | | CIBOLA COUNTY |
| Contract Name | Dell NASPO Computer Equipment PA - New Mexico | | 700 E ROOSEVELT AVE |
| Contract Code | C000000010852 | | STE 50 |
| Customer Agreement # | MNWNC-108 / 60-000-15-00008AH | | GRANTS, NM 87020 |
| Deal ID | 26535757 | | |

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Danielle Twardak

Shipping Group

| | |
|---|------------------------|
| Shipping To | Shipping Method |
| JASON BEAN CIBOLA COUNTY 700 E ROOSEVELT AVE STE 50 GRANTS, NM 87020-2184 (505) 285-3599 | Standard Delivery |

| Product | Unit Price | Quantity | Subtotal |
|------------------------------------|------------|----------|-------------|
| Dell Latitude 5430 Rugged | \$2,756.90 | 25 | \$68,922.50 |
| Dell USB Slim DVD±RW drive - DW316 | \$29.34 | 25 | \$733.50 |

| | |
|---------------------|-------------|
| Subtotal: | \$69,656.00 |
| Shipping: | \$0.00 |
| Environmental Fee: | \$0.00 |
| Non-Taxable Amount: | \$69,656.00 |
| Taxable Amount: | \$0.00 |
| Estimated Tax: | \$0.00 |

Total: \$69,656.00

Maximize your new
technology on day one

Dell ProDeploy Suite



[Learn More](#)

Shipping Group Details

Shipping To

JASON BEAN
CIBOLA COUNTY
700 E ROOSEVELT AVE
STE 50
GRANTS, NM 87020-2184
(505) 285-3599

Shipping Method

Standard Delivery

| | | Unit Price | Quantity | Subtotal |
|---|----------|-------------------|-----------|--------------------|
| Dell Latitude 5430 Rugged | | \$2,756.90 | 25 | \$68,922.50 |
| Estimated delivery if purchased today: Nov. 30, 2023 Contract # C000000010852 Customer Agreement # MNWNC-108 / 60-000-15-00008AH | | | | |
| Description | SKU | Unit Price | Quantity | Subtotal |
| Dell Latitude 5430 Rugged | 210-BCFW | - | 25 | - |
| Intel Core Processor i7-1185G7, (QC, 3.0 to 4.3 GHz, 28W, vPro) | 379-BERR | - | 25 | - |
| Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish | 619-AQMP | - | 25 | - |
| No Microsoft Office License Included | 658-BCSB | - | 25 | - |
| Intel® Core™ vPro i7-1185G7 with Iris Xe Graphics | 338-CCRL | - | 25 | - |
| ME Lockout MOD - Manageability | 631-ADED | - | 25 | - |
| 16GB, 2x8GB, 3200 MHz DDR4 Non-ECC | 370-AGTH | - | 25 | - |
| 512GB M.2 PCIe NVMe Class 35 Solid State Drive | 400-BMRW | - | 25 | - |
| 14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable | 391-BGGI | - | 25 | - |
| Rubberized English US keyboard | 583-BILS | - | 25 | - |
| Intel AX210 WLAN Driver | 555-BHCC | - | 25 | - |
| Intel AX210 Wireless Card with Bluetooth | 555-BHCH | - | 25 | - |
| 4G CAT16 - Qualcomm(R) Snapdragon(TM) X20 LTE (DW5821e), eSIM, Verizon, NMEA GPS port | 556-BDVJ | - | 25 | - |
| Hot surface warning label | 389-ECGC | - | 25 | - |
| Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery | 451-BCWC | - | 25 | - |
| 65W Type-C EPEAT Adapter | 492-BCXP | - | 25 | - |
| No Fingerprint, no Smartcard reader | 346-BHQB | - | 25 | - |
| Adobe Acrobat Standard 2020 | 634-BXLQ | - | 25 | - |
| E4 Power Cord 1M for US | 537-BBBL | - | 25 | - |
| Setup and Features Guide | 340-CXCE | - | 25 | - |
| Dummy Airbay Cover | 325-BEIV | - | 25 | - |
| ENERGY STAR Qualified | 387-BBPC | - | 25 | - |
| Custom Configuration | 817-BBBB | - | 25 | - |
| Dell Applications for Windows 10 | 658-BFIO | - | 25 | - |
| Mix Ship, Notebook, 5430 Rugged | 340-CYJC | - | 25 | - |
| EPEAT 2018 Registered (Silver) | 379-BDTO | - | 25 | - |
| Microphone +RGB HD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough | 319-BBHV | - | 25 | - |

| | | | | |
|---|----------|---|----|---|
| Dedicated u-blox NEO GPS Card | 540-BDCC | - | 25 | - |
| Additional USB-A rear port | 590-TFHR | - | 25 | - |
| Additional TBT/Type-C port | 325-BEJZ | - | 25 | - |
| Rigid handle | 750-ADPK | - | 25 | - |
| ProSupport Plus: Next Business Day Onsite, 1 Year Extended | 808-6795 | - | 25 | - |
| ProSupport Plus: Next Business Day Onsite, 3 Years | 808-6797 | - | 25 | - |
| Dell Limited Hardware Warranty Initial Year | 808-6805 | - | 25 | - |
| ProSupport Plus: Accidental Damage Service, 4 Years | 808-6819 | - | 25 | - |
| ProSupport Plus: Keep Your Hard Drive, 4 Years | 808-6822 | - | 25 | - |
| ProSupport Plus: 7X24 Technical Support, 4 Years | 808-6843 | - | 25 | - |
| Dell Limited Hardware Warranty Extended Year(s) | 975-3461 | - | 25 | - |
| Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115 | 997-8367 | - | 25 | - |

| | | |
|-------------------|-----------------|-----------------|
| Unit Price | Quantity | Subtotal |
| \$29.34 | 25 | \$733.50 |

Dell USB Slim DVD±RW drive - DW316

Estimated delivery if purchased today:

Nov. 14, 2023

Contract # C000000010852

Customer Agreement # MNWNC-108 / 60-000-15-00008AH

| Description | SKU | Unit Price | Quantity | Subtotal |
|------------------------------------|----------|------------|----------|----------|
| Dell USB Slim DVD±RW drive - DW316 | 429-AAUQ | - | 25 | - |

| | |
|---------------------------|--------------------|
| Subtotal: | \$69,656.00 |
| Shipping: | \$0.00 |
| Environmental Fee: | \$0.00 |
| Estimated Tax: | \$0.00 |
| Total: | \$69,656.00 |

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:

0000043416

Dell Marketing LP

One Dell Way, Mail Stop RR1-33
Round Rock, TX 78682-7000

Contact: Stephanie Storm

Email: Stephanie.Storm@dell.com

Telephone No.: (651) 338-3637

Price Agreement Number: 60-000-15-00008AH

Price Agreement Amendment No.: Thirteen

Term: December 4, 2015 – January 31, 2024

NASPO Master Agreement No.: MNWNC-108

NASPO ValuePoint Link:

<https://www.naspovaluepoint.org/portfolio/computer-equipment-peripherals-related-services-2015-2021/dell-marketing-lp/>

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@gsd.nm.gov

Invoice:

As Requested

Title: Computer Equipment, Peripherals and Related Services

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2023 to January 31, 2024 at the same price, terms and conditions.

Update Awarded Vendor Contact Information

From:

Contact: Renee Brand

Email: Renee.brand@dell.com

To:

Contact: Stephanie Storm

Email: Stephanie.Storm@dell.com

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

Dorothy Mendonca, New Mexico State Purchasing Agent

Date: 11/1/2023

Certificate Of Completion

Envelope Id: F4672C2B31A244FEB9B5EBFC520D586F

Subject: Please DocuSign: 60-000-15-00008AH A013

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:

Vanessa LeBlanc

1100 S Saint Francis Dr

Santa Fe, NM 87502

Vanessa.LeBlanc@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

10/31/2023 7:57:38 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Vanessa LeBlanc

Vanessa.LeBlanc@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: 10/31/2023 8:03:46 AM

Viewed: 11/1/2023 7:56:11 AM

Signed: 11/1/2023 7:56:17 AM

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Vanessa LeBlanc

vanessa.leblanc@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication
(None)*VL*Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Sent: 11/1/2023 7:56:18 AM

Viewed: 11/1/2023 7:57:03 AM

Signed: 11/1/2023 7:57:06 AM

Electronic Record and Signature Disclosure:

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

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

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)*Dorothy Mendonca*Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Sent: 11/1/2023 7:57:07 AM

Viewed: 11/1/2023 8:17:02 AM

Signed: 11/1/2023 8:17:05 AM

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**

| | | |
|---|------------------|-----------------------|
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 10/31/2023 8:03:46 AM |
| Certified Delivered | Security Checked | 11/1/2023 8:17:02 AM |
| Signing Complete | Security Checked | 11/1/2023 8:17:05 AM |
| Completed | Security Checked | 11/1/2023 8:17:05 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

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.



Cibola County, NM

Detail vs Budget Report

Account Summary

Date Range: 07/01/2023 - 11/08/2023

| Account | Name | Encumbrances | Fiscal Budget | Beginning Balance | Total Activity | Ending Balance | Budget Remaining | % Remaining |
|-----------------------------------|-----------------------------|--------------|---------------|-------------------|----------------|----------------|------------------|-------------|
| 401 - GENERAL FUND | | | | | | | | |
| Expense | | | | | | | | |
| 401-004-406-00009 | Office Equipment & Supplies | 0.00 | 8,000.00 | 0.00 | 3,172.09 | 3,172.09 | 4,827.91 | 60.35 % |
| 401-004-412-00029 | Computers | 0.00 | 150,000.00 | 0.00 | 0.00 | 0.00 | 150,000.00 | 100.00 % |
| | Expense Totals: | 0.00 | 158,000.00 | 0.00 | 3,172.09 | 3,172.09 | 154,827.91 | 97.99 % |
| | 401 - GENERAL FUND Totals: | 0.00 | 158,000.00 | 0.00 | 3,172.09 | 3,172.09 | 154,827.91 | 97.99 % |
| | Report Total: | 0.00 | 158,000.00 | 0.00 | 3,172.09 | 3,172.09 | 154,827.91 | 97.99 % |