



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, January 25th, 2024 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. **Reports**

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

8. **Presentation**

- a. Community Connect Grant Update for Fence Lake & Submission for New Grant Application in March
Donna Venable-CDEC Regulatory & Rates Manager & Daniel Stokes-CDEC Telecomm.
Manager

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

- a. Consideration of Resolution 2024-14 Budget Adjustment #4
- b. Consideration of Resolution 2024-15 2nd Quarter Report
- c. Consideration of Rio San Jose Fiscal Agent Request Contract
- d. Appointment of One Member to the Cibola General Hospital Board
- e. Approval of Sheriff's School Resource Officer to Attend National Association of SRO Training in Phoenix, AZ from July 13-18, 2024
- f. Direction to Staff to Publish the Title and General Summary of Enabling Act Ordinance 2024-001
- g. Consideration of Requisitions over \$20,000
 1. Back Up Radio System installed in PSB/Advanced Communications/Fire Marshall-\$72,222.15
 2. T880 Kenworth Truck Cab-Chassis/Inland Kenworth US Inc./Road-\$258,389

10. Executive Session-NO ITEMS

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

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

- a. Pending or threatened litigation 10-15-1 (H) (7)
- b. Real Property 10-15-1 (H) (8)
- 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. Announcements

- a. Cibola County Offices Will Be Closed, Monday, February 19, 2024, In Observation of Presidents Day Holiday.
- b. The Next Regular Commission Meeting will be on Thursday, February 22nd, 2024, at 5:00 p.m.

12. 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.



7a. Reports

Budget and Finance Report

As of December 31st, 2023

PUBLIC COMMENT PROCEDURES

We welcome your suggestions and want to hear you 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!



CIBOLA COUNTY COMMISSION MEETING

January 25, 2024

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

Kate Fletcher, County Manager



Finance Report

As of December 31, 2023



FINANCE UPDATES



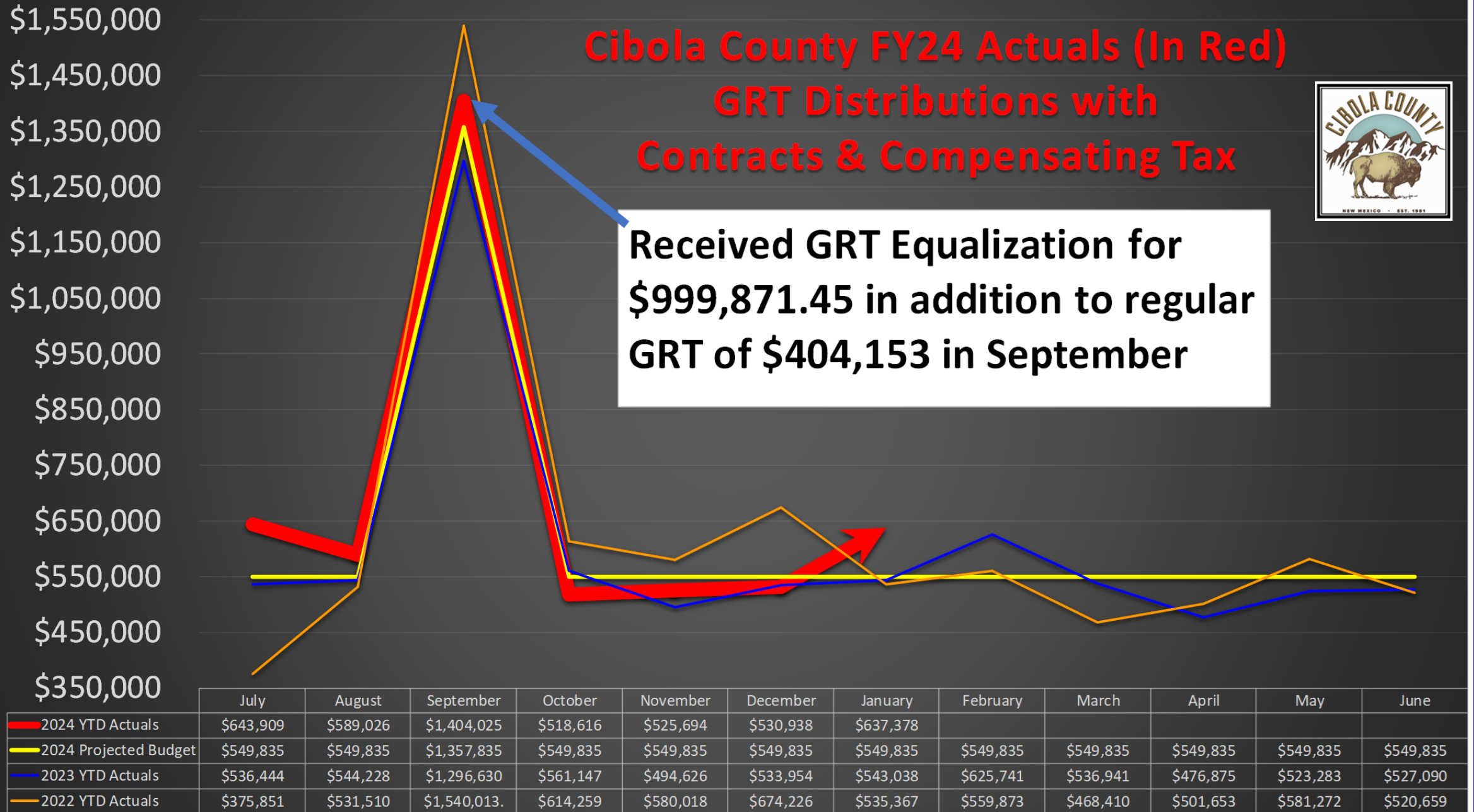
- Happy New Year!!!!
- Finance Reports & Budgets located on finance department webpage.
- County is reconciled through November 30, 2023 for the Main Operating account and the Treasurer's office is reconciled through November 30, 2023 for the Tax operating account.
- 2nd Quarter Report due to DFA by January 31, 2024



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

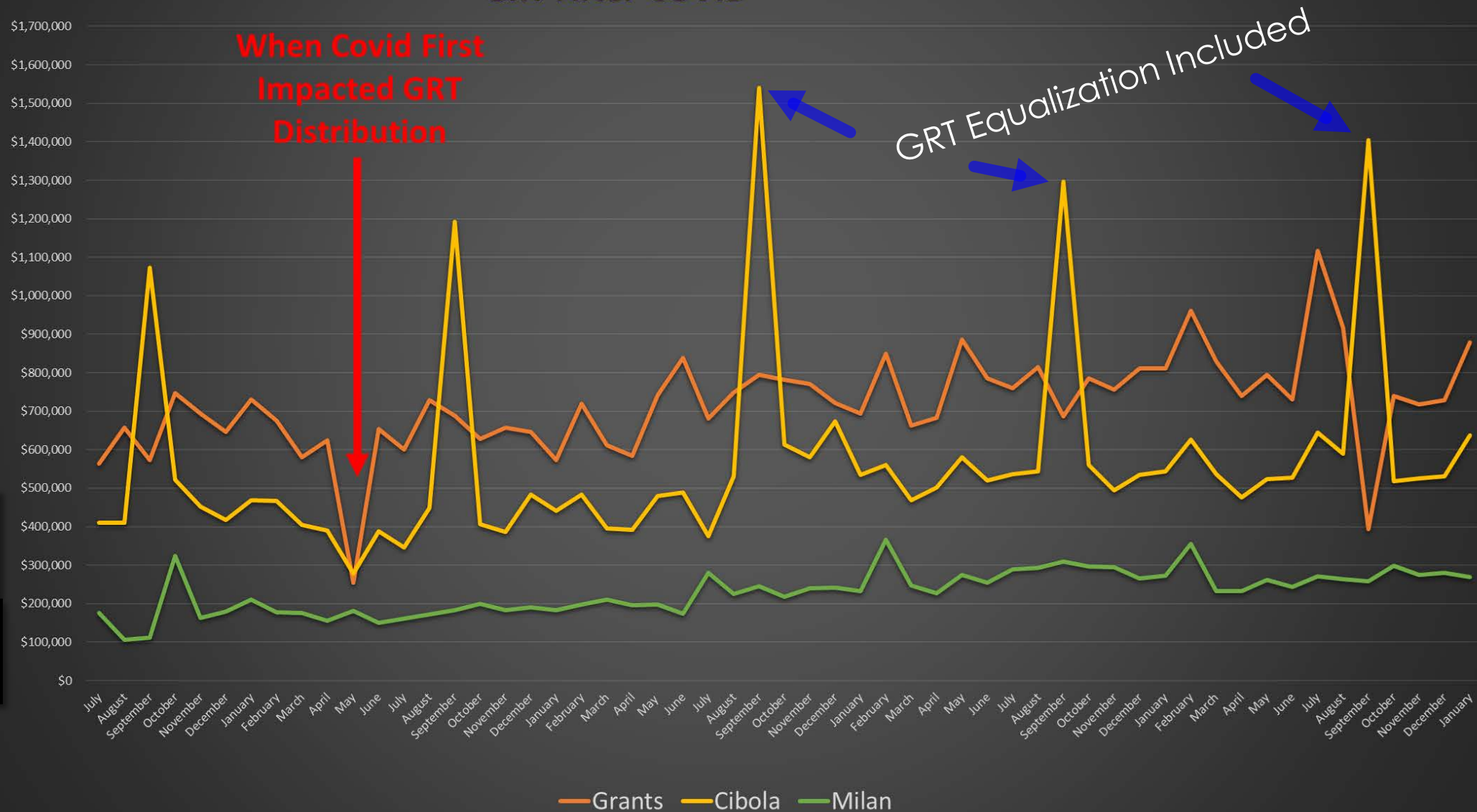


Received GRT Equalization for
\$999,871.45 in addition to regular
GRT of \$404,153 in September

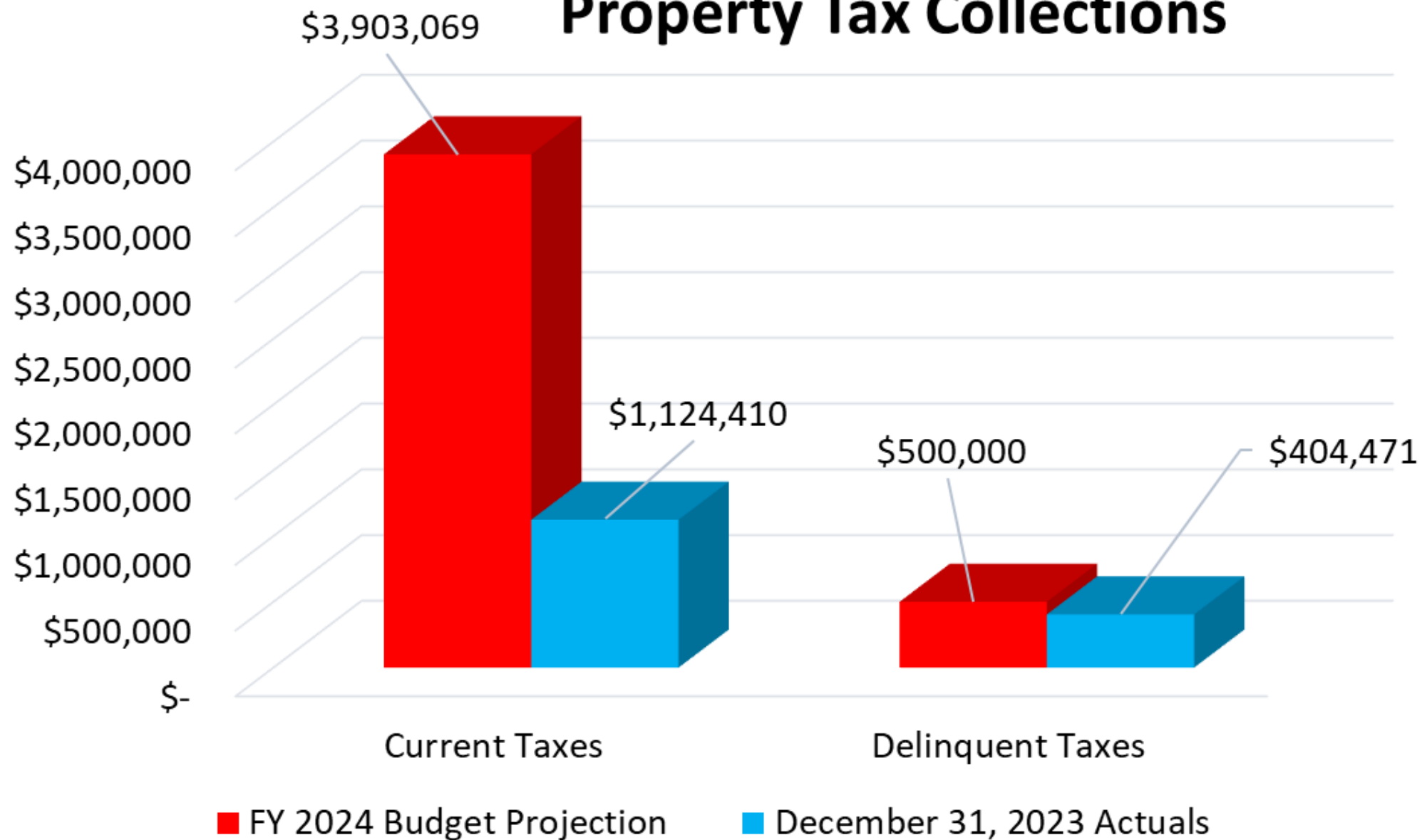


5 Year Comparison of Net GRT including Contracts (Intercepts), Compensating Tax, & Industry Tax

GRT After COVID



Property Tax Collections





Cibola County Operating Cash Recap - December 31, 2023 - Attachment 2024-15A

Active Funds	Beginning Cash Balance as of 7-1-2023	Beginning Investments	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investments
101 - INVESTMENT FUND	\$0.00	\$5,436,520.96	\$144,878.58	\$0.00	\$0.00	\$0.00	\$5,581,399.54
401 - GENERAL FUND	\$8,562,611.58	\$0.00	\$2,949,072.59	(\$539,409.48)	(\$4,288,675.47)	(\$2,809,736.40)	\$3,873,862.82
402 - ROAD	\$152,649.28	\$0.00	\$546,724.40	\$0.00	(\$648,277.45)	\$3,937.72	\$55,033.95
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	\$330,759.75	\$0.00	(\$514,439.80)	\$0.00	\$509,209.33
407 - SAN RAFAEL VFD	\$255,329.45	\$0.00	\$110,832.00	(\$55,416.00)	(\$132,858.47)	(\$50.00)	\$177,836.98
408 - BLUEWATER VFD	\$89,784.17	\$0.00	\$68,042.00	(\$25,251.00)	(\$37,093.05)	(\$420.00)	\$95,062.12
409 - LOBO CANYON VFD	\$295,777.14	\$0.00	\$0.00	\$55,416.00	(\$118,908.58)	\$0.00	\$232,284.56
413 - LAGUNA EMS	\$5,674.63	\$0.00	\$11,147.00	\$0.00	(\$2,829.95)	\$0.00	\$13,991.68
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	(\$4,831.11)	(\$259.34)	\$549,421.24
418 - CANDY KITCHEN VFD	\$341,301.63	\$0.00	\$86,495.00	(\$37,531.00)	(\$48,480.49)	\$0.00	\$341,785.14
419 - LAGUNA VFD	\$859,195.51	\$0.00	\$200,552.00	\$0.00	(\$23,444.86)	\$0.00	\$1,036,302.65
424 - CUBERO VFD	\$172,179.27	\$0.00	\$296,909.00	(\$13,541.00)	(\$9,389.07)	\$0.00	\$446,158.20
425 - CUBERO EMS	\$2,249.64	\$0.00	\$5,000.00	\$0.00	(\$387.64)	\$0.00	\$6,862.00
427 - EL MORRO VFD	\$195,363.40	\$0.00	\$293,427.00	\$0.00	(\$8,002.91)	\$0.00	\$480,787.49
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	(\$3,160.47)	\$0.00	\$1,840.38
430 - LAGUNA VFD - VALENCIA STATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
435 - CONSOLIDATED DISPATCH	\$194,548.33	\$0.00	\$680,803.85	\$34,529.91	(\$909,855.65)	(\$26.44)	\$0.00
438 - DWI GRANT	\$56,841.28	\$0.00	\$23,029.60	\$0.00	(\$14,838.56)	\$0.00	\$65,032.32
439 - DWI DISTRIBUTION	\$143,059.42	\$0.00	\$170,754.00	\$0.00	(\$170,325.59)	\$0.00	\$143,487.83
475 - COUNTY FIRE PROTECTION	\$1,208,050.12	\$0.00	\$135,680.05	\$0.00	(\$4,053.35)	\$0.00	\$1,339,676.82
500 - CLERK RECORDING/FILING	\$97,714.69	\$0.00	\$19,314.00	\$0.00	(\$12,990.54)	\$0.00	\$104,038.15
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$621,827.10	\$0.00	(\$91,187.32)	\$0.00	\$530,639.78
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,496,011.21	\$0.00	(\$215,933.42)	\$0.00	\$1,280,077.79
575 - NMFA LOANS	\$0.00	\$377,669.77	\$8,800.59	\$212,714.24	(\$24,191.10)	\$0.00	\$574,993.50
604 - FIRE MARSHAL	\$76,707.40	\$0.00	\$128,762.24	(\$16,970.00)	(\$40,455.08)	\$0.00	\$148,044.56
605 - LAW ENFORCEMENT PROTECTION	\$0.00	\$0.00	\$119,000.00	(\$18,018.36)	\$0.00	\$0.00	\$100,981.64
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$798,831.02	\$0.00	\$0.00	\$0.00	(\$306,094.99)	\$0.00	\$492,736.03
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	\$780,003.86	\$4,115,737.45	\$400,000.00	(\$4,437,349.05)	\$0.00	\$858,392.26
620 - 1% REAPPRAISAL FUND	\$15,961.85	\$0.00	\$30,500.82	\$0.00	(\$14,823.00)	\$0.00	\$31,639.67
646 - LG ABATEMENT	\$0.00	\$0.00	\$768,286.22	\$0.00	(\$768,286.22)	\$0.00	\$0.00
647 - LATCF GRANT	\$3,151,902.50	\$0.00	\$3,151,902.50	\$0.00	(\$625,537.60)	\$0.00	\$5,678,267.40
648 - TPF COUNTY ROAD GRANTS FUND	\$1,505,488.13	\$0.00	\$1,187,500.00	\$0.00	(\$38,294.95)	\$0.00	\$2,654,693.18
649 - AMERICAN RESCUE PLAN ACT	\$2,414,398.12	\$0.00	\$0.00	\$0.00	(\$1,098,584.72)	\$0.00	\$1,315,813.40
651 - CAPITAL OUTLAY PROJECTS	\$0.00	\$0.00	\$294,317.29	\$0.00	(\$43,156.51)	\$0.00	\$251,160.78
TOTALS=	\$21,956,940.54	\$6,594,194.59	\$18,058,477.24	\$0.00	(\$14,666,877.19)	(\$2,806,554.46)	\$29,136,180.72



BAR #4 – Resolution 2024-14

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TYPE OF BAR	COUNTY	REVENUE EXPENDITURE	DFA	CIBOLA COUNTY	DESCRIPTION	APPROVED	ADJUSTMENT	ADJUSTED	
LOCAL (L) OR STATE (S)	DEPARTMENT	TRANSFER (TO or FROM)	ACCOUNT #	ACCOUNT#	OF ACCOUNT	BUDGET		BUDGET	PURPOSE
S	General Fund	Transfer Out	11000-0001-61200	401-011-499-09435	From 401 to 435	\$188,514.24	\$20,394.00	\$208,908.24	GF Loan to E-911 to cover deficit on 2nd qtr
S	E-911	Transfer In	20700-0001-61100	435-071-499-09401	From 401 to 435	\$188,514.24	\$20,394.00	\$208,908.24	GF Loan to E-911 to cover deficit on 2nd qtr
S	E-911	Transfer Out	20700-0001-61200	435-071-499-09435	From 435 to 401	\$14,136.52	\$20,394.00	\$34,530.52	Repay GF loan used to cover 2nd quarter deficit
S	General Fund	Transfer In	11000-0001-61100	401-011-499-19435	From 435 to 401	\$14,136.52	\$20,394.00	\$34,530.52	Repay GF loan used to cover 2nd quarter deficit
S	Road	Expenditure	20400-5001-57130	402-014-416-00013	Rental of Equipment	\$225,000.00	(\$200,000.00)	\$25,000.00	Expenditures moved to LATCF
S	LG Abatement Fund	Expenditure	27000-2002-57999	646-400-086-05264	Valencia County ORC Payment	\$0.00	\$768,287.00	\$768,287.00	Already received \$768,286.22, unknow how much more
S	LG Abatement Fund	Revenue	27000-001-47700	646-40-086-20000	Opioid Settlement	\$0.00	\$768,287.00	\$768,287.00	Already received \$768,286.22, unknow how much more
S	Laguna FD - Valencia	Revenue	20900-0001-47090	430-30-300-56000	State Fire Allotment	\$0.00	\$105,553.00	\$105,553.00	New Substation - Received Valencia's Fire Allotment
S	Laguna FD - Valencia	Expenditure	20900-3002-57160	430-018-430-00007	Telecommunications	\$0.00	\$6,500.00	\$6,500.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-57090	430-018-430-00008	PRINTING & PUBLISHING	\$0.00	\$250.00	\$250.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-57999	430-018-430-00009	Office Equipment & Supplies	\$0.00	\$1,000.00	\$1,000.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-54040	430-018-430-00011	Vehicle Expense	\$0.00	\$15,000.00	\$15,000.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-54050	430-018-430-00012	EQUIP MAINT & REPAIR	\$0.00	\$8,000.00	\$8,000.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-57999	430-018-430-00014	Furniture	\$0.00	\$5,000.00	\$5,000.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-57170	430-018-430-00025	UTILITIES	\$0.00	\$7,000.00	\$7,000.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-56120	430-018-430-00095	Fuel	\$0.00	\$5,000.00	\$5,000.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-54010	430-018-430-00023	REPAIR TO BUILDINGS	\$0.00	\$10,000.00	\$10,000.00	To allocate Fire Allotment Funds for new Valencia Station



BAR #4 – Resolution 2024-14

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	Laguna FD - Valencia	Expenditure	20900-3002-56090	430-018-430-00082	SAFETY EQUIPMENT	\$0.00	\$47,803.00	\$47,803.00	To allocate Fire Allotment Funds for new Valencia Station
S	Indigent	Revenue	22000-0001-41201	406-56-360-18100	Interest On Delinquent Taxes	\$754.00	\$750.00	\$1,504.00	Underprojected GRT interest
S	Indigent	Revenue	22000-0001-41201	406-56-360-18200	Penalty On Delinquent Taxes	\$1,867.00	\$2,500.00	\$4,367.00	Underprojected GRT penalty
S	County Fire Protection	Revenue	22200-0001-41202	475-51-360-18100	Interest On Delinquent Taxes	\$342.00	\$350.00	\$692.00	Underprojected GRT interest
S	County Fire Protection	Revenue	22200-0001-41202	475-51-360-18200	Penalty On Delinquent Taxes	\$687.00	\$600.00	\$1,287.00	Underprojected GRT penalty
S	2014 Bond A	Revenue	40200-0001-41214	569-99-360-18100	Interest On Delinquent Taxes	\$2,261.00	\$2,200.00	\$4,461.00	Underprojected GRT interest
S	2014 Bond A	Revenue	40200-0001-41214	569-99-360-18200	Penalty On Delinquent Taxes	\$5,599.00	\$7,500.00	\$13,099.00	Underprojected GRT penalty
S	2014 Bond B	Revenue	40200-0001-42400	570-99-300-41200	GRT Equalization	\$808,000.00	\$192,000.00	\$1,000,000.00	Underprojected GRT Equalization
S	2014 Bond B	Revenue	40200-0001-41200	570-99-360-18100	Interest On Delinquent Taxes	\$1,131.00	\$1,200.00	\$2,331.00	Underprojected GRT interest
S	2014 Bond B	Revenue	40200-0001-41200	570-99-360-18200	Penalty On Delinquent Taxes	\$2,800.00	\$4,000.00	\$6,800.00	Underprojected GRT penalty
S	Detention	Revenue	22600-0001-44040	614-85-380-30500	Care of Prisoners - Tribal Government	\$0.00	\$10,000.00	\$10,000.00	Per new JPA with Acoma
S	Detention	Expenditure	22600-8002-57999	614-100-457-00253	Payments on Agreements - ICE	\$2,000,000.00	\$4,000,000.00	\$6,000,000.00	To match potential Ice payments coming in
S	Detention	Revenue	22600-0001-46900	614-85-380-20001	Revenue On Agreements - ICE	\$2,000,000.00	\$4,000,000.00	\$6,000,000.00	Underprojected revenue from ICE
S	Detention	Revenue	22600-0001-44040	614-85-380-30100	Care of Prisoners--Municipality	\$50,000.00	\$100,000.00	\$150,000.00	Prior year payments came in in addition to this year
S	Detention	Revenue	22600-0001-41210	614-87-382-18100	Interest On Delinquent Taxes	\$754.00	\$750.00	\$1,504.00	Underprojected GRT interest
S	Detention	Revenue	22600-0001-41210	614-87-382-18200	Penalty On Delinquent Taxes	\$1,867.00	\$3,000.00	\$4,867.00	Underprojected GRT penalty
S	Detention	Revenue	22600-0001-46040	614-88-382-18000	Income on Investments	\$4,800.00	\$4,500.00	\$9,300.00	Interest under projected



MONTHLY QUESTION

Do Legislative Capital Outlay Appropriations require prior approval by DFA to make purchases?

1. Yes. This process includes a notice of obligation (N.O.O.) that is submitted to DFA to encumber the funds
2. No, once the award letter is received you can start spending and send in invoices later for reimbursement
3. Yes, but only if the purchase is over \$60,000
4. No, and grant agreements are not required

ANSWER IS: A – All purchases with capital outlay appropriations, the grantee shall only be reimbursed monies for which DFA issued and the grantee has received a N.O.O. Every purchase must follow the legislative language!

Slide Outline and Notes of Cibola County Finance Report

From July 1, 2023, through December 31, 2023, Finance Report

Commission Meeting January 25, 2024

Finance Report Cover Page

Cibola County Updates

Happy New Year everyone!!!!

Finance Reports & Budgets located on the finance department webpage.

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

Our 2nd Quarter Report is due to DFA by January 31, 2024. We already have it uploaded and Ready to go. We also have our adjustments uploaded to DFA's database and ready to send. Both should be approvable by the state.

GRT Tracker

Here is our Gross Receipts history and the red line designates this fiscal year's GRT up through January of 2024. 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. The county Equalization was in the amount of \$999,871 for FY24 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 bold straight yellow line.

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 to our County Fire Protection Fund.

Our County Share GRT is split into 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 if you just look at the past 2 years we have seemed to level off with growth. As you can see, we have now added the County Equalization distribution into this graph. To clarify, only counties (not municipalities) 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.

Property Tax Collections

Our property tax county portions are now materializing. As you see we are off to a good start as of December 31, 2023. Our delinquent taxes are coming in strong, and we will monitor the budget authority if we exceed our budget authority and adjust accordingly.

December 31, 2023 – Monthly Finance Recap

Here is our December 31, 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, and we are strong with operating cash to support our recurring expenditures.

Our transfers equal zero, which is mandatory.

We have no fund deficits allowing our BAR #4 is approved this evening as we did have a deficit in the E-911 fund in the amount of \$20,393.39. The GF is shown here loaning the E-911 this amount so we have no deficit. This is just a timing of cash flows, and the GF will be repaid once cash balances grow in this fund. Our E-911 director is aware of this.

We have an approvable 2nd quarter to the state, and I recommend approval of the 2nd quarter by this governing body.

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 #4 Resolution 2024-14 page 1 of 2

This is the recommended BAR #4 Schedule 2024-14A which is mentioned in BAR #4 Resolution 2024-14. You can see the justifications on the right-hand side and which department it is affecting on the left. Basically, a temporary loan to E-911 is needed to cover a deficit as mentioned earlier. Also, the other revenue increases are mostly to increase penalties and interest earnings from our GRT. We also show here a decrease in the Road Funds budget for \$200,000 as expenses were moved from this account and journal entry 'd into the LATCF fund so this budget authority is no longer needed. The others are to create a new fund for Laguna FD's new substation that resides in Valencia County. The new substation is funded by it's own State Fire Allotment and does not use county funds. It is just being operated by Laguna FD.

BAR #4 Resolution 2024-14 page 2 of 2

This is the bottom half of the recommended BAR #4 Schedule 2024-14A adjustments which is mentioned in BAR #4 Resolution 2024-14. Again, you can see the justifications on the right-hand side and which department it is affecting on the left. The top of the adjustments is the last increase for the last account of the new substation for Laguna. Also, the other revenue increases are mostly to increase penalties and interest earnings from our GRT. We also show her an increase for our GRT equalization which came in a little higher than projected. Also, revenue projections need an increase for Detention's ICE payments (hard to track) and same as the expenses, Care of Prisoners from Municipalities as we received some prior year payments too, and our investment income is coming in stronger than projected.

Monthly Question

Do Legislative Capital Outlay Appropriations require prior approval by DFA to make purchases?

Yes. This process includes a notice of obligation (N.O.O.) that is submitted to DFA to encumber the funds.

No, once the award letter is received you can start spending and send in invoices later for reimbursement.

Yes, but only if the purchase is over \$60,000.

No, and grant agreements are not required.

ANSWER IS: A – All purchases with capital outlay appropriations, the grantee shall only be reimbursed monies for which DFA issued and the grantee has received a N.O.O. Every purchase must follow the legislative language!

The End – Questions from governing body



8a. Presentation

Community Connect Grant Update

For Fence Lake and New Grant Submission



REDBOLT
BROADBAND POWERED BY CDEC

Background and project Funding

Presented by Danny Stokes, Jr Telecommunications Manager

Donna Venable, Regulatory and Rate Manager





REDBOLT

BROADBAND

POWERED BY CDEC

SEBOYETA – CIBOLA COUNTY ARPA

216 LOCATIONS

COMPLETE 6/30/23

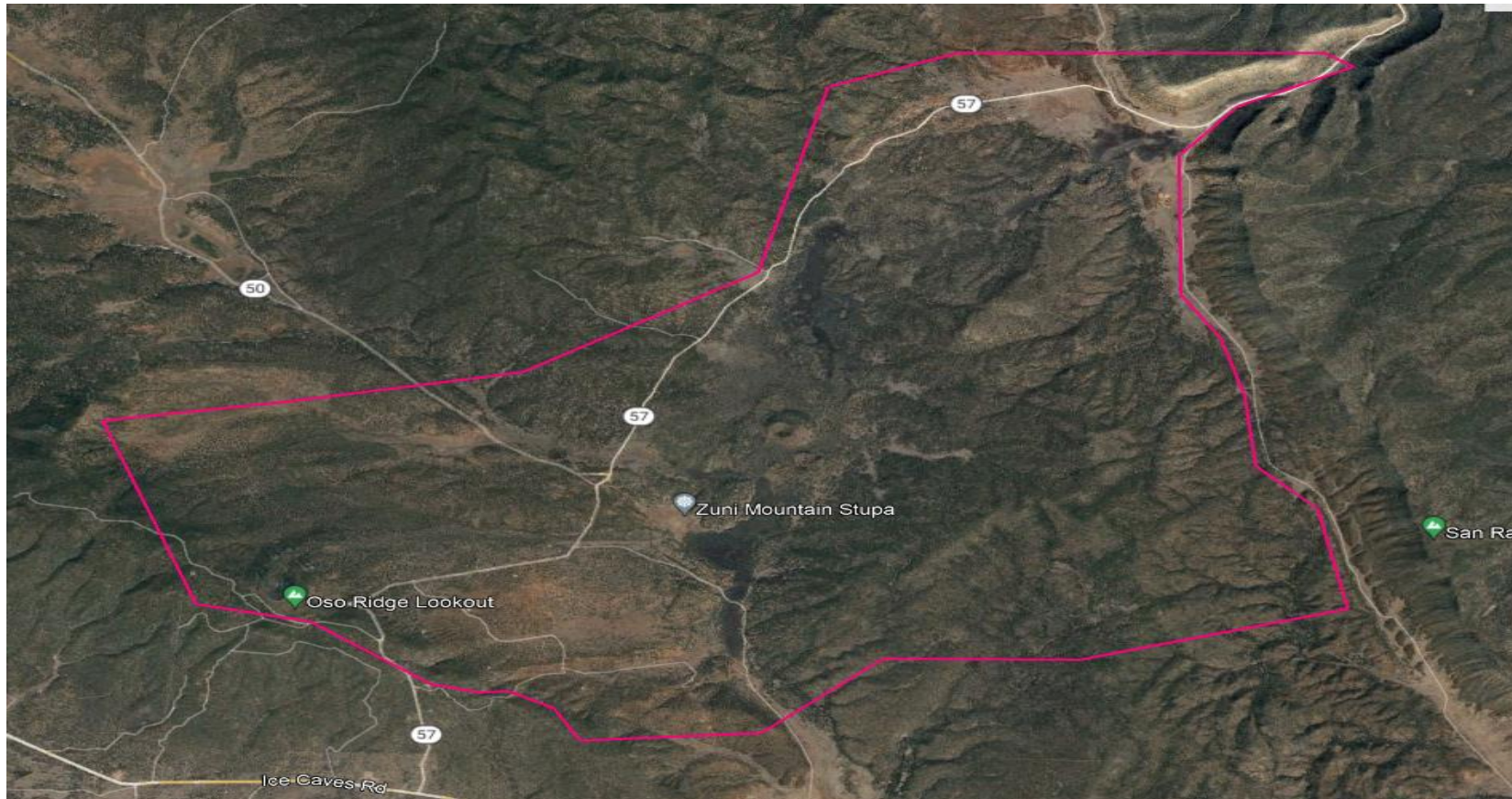




REDBOLT
BROADBAND

POWERED BY CDEC

OSO RIDGE RECONNECT 2
CONSTRUCTION STARTED 12/23





REDBOLT
BROADBAND
POWERED BY CDEC

SAN MATEO – CIBOLA COUNTY ARPA
COMBINED WITH RECONNECT 3
ARPA FUNDS TO RUN MIDDLEMILE
INTO SAN MATEO, RECONNECT 3
FOR LAST MILE (CONNECTING HOMES)
NEGOTIATING CONTRACT
CONSTRUCTION TO START SPRING 2024



REDBOLT
BROADBAND
POWERED BY CDEC

SAN MATEO – CIBOLA COUNTY ARPA





REDBOLT
BROADBAND

POWERED BY CDEC

SAN MATEO – RECONNECT 3





REDBOLT
BROADBAND POWERED BY CDEC

Community Connect Grant Update

Grant requirements for underserved was challenged

10mbps/1mbps, not 25mbps/3mbps

Application window reopened through February 20, 2024

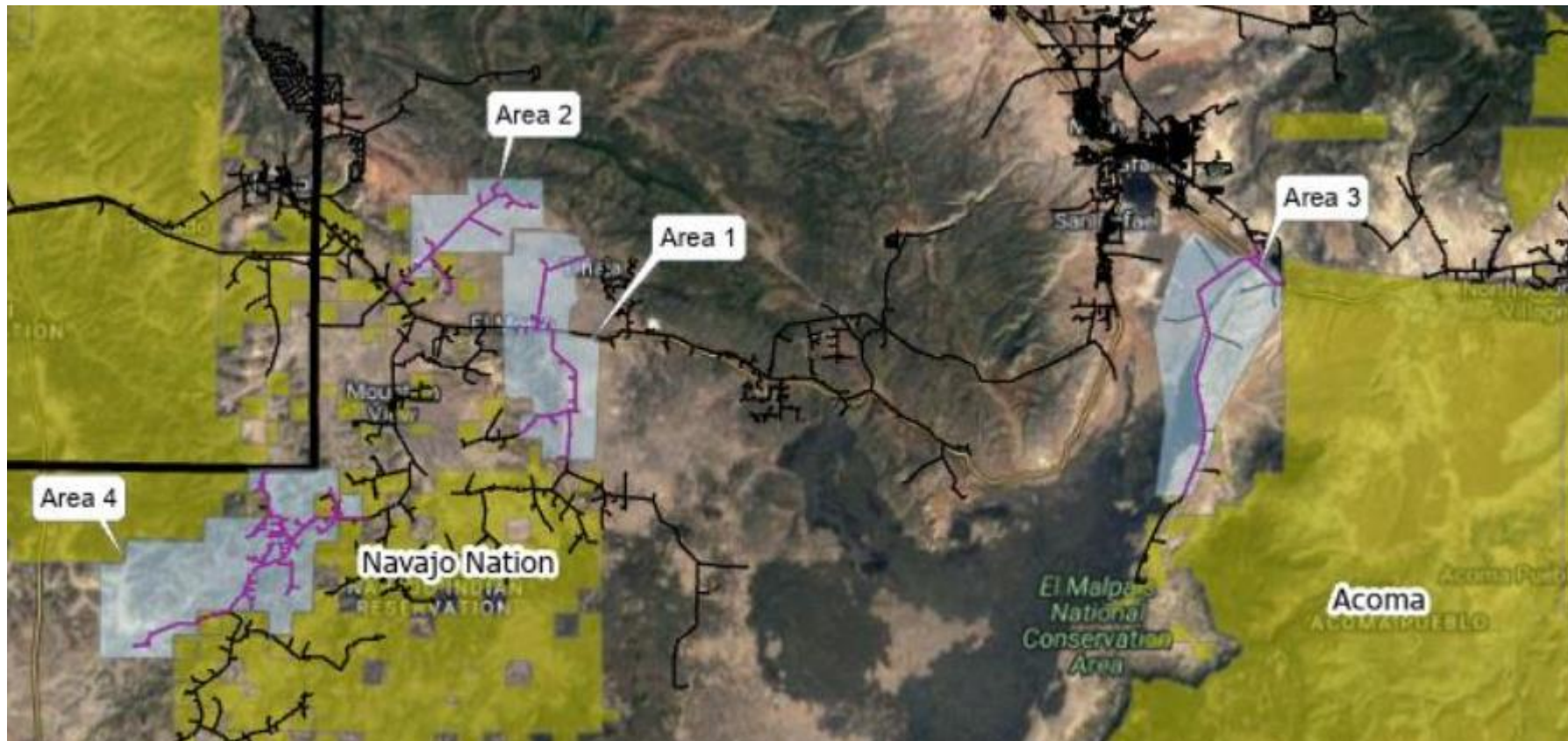
No additional requirements



REDBOLT
BROADBAND

POWERED BY CDEC

OFFICE OF BROADBAND ACCESS AND EXPANSION CONNECT NM GRANT





REDBOLT
BROADBAND POWERED BY **CDEC**

Connect NM Grant (maximum \$6m)

Grant requirements for unserved and underserved 25mbps/3mbps

Application window opened through March 11, 2024

Will require a 40% match from Established Internet Service Providers

Budget total \$1,468,065

CDEC portion \$299,315

County portion \$288,250

Letter of support



9a. New Business

Resolution 24-14

FY24 Budget Adjustment Number 4

Cibola County

Cibola County Commission

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

700 E. Roosevelt Ave., Suite 50

Grants, New Mexico 87020

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



Kate Fletcher
County Manager

Resolution No. 2024-14 BAR #4

Fiscal Year 2023

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

WHEREAS, budget adjustments are required to establish correct beginning cash balances; allow for new transfers; to allow for budget increases and decreases to revenues and expenditures to offset any unanticipated revenues and/or expenditures; and to correct amounts when required; and

WHEREAS, the budget adjustments and the associated line items with amounts stated on the attached, Schedule of Budget Adjustments 2024-14A 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 25th day of January, 2024.

THE BOARD OF COUNTY COMMISSIONERS:

Daniel Torrez, Chairman

Martha Garcia, 1st Vice-Chair

ATTEST:

Dr. Christina Lowery, 2nd Vice-Chair

Michelle E Dominguez, County Clerk

Robert Windhorst, Commissioner

Ralph Lucero, Commissioner

ENTITY NAME: Cibola County
FISCAL YEAR: FY 2023-24
RESOLUTION #: 2024-14
BAR SCHEDULE: 2024-14A

TYPE OF BAR	COUNTY	REVENUE EXPENDITURE	DFA	CIBOLA COUNTY	DESCRIPTION	APPROVED	ADJUSTMENT	ADJUSTED	
LOCAL (L) OR STATE (S)	DEPARTMENT	TRANSFER (TO or FROM)	ACCOUNT #	ACCOUNT#	OF ACCOUNT	BUDGET		BUDGET	PURPOSE
S	General Fund	Transfer Out	11000-0001-61200	401-011-499-09435	From 401 to 435	\$188,514.24	\$20,394.00	\$208,908.24	GF Loan to E-911 to cover deficit on 2nd qtr
S	E-911	Transfer In	20700-0001-61100	435-071-499-09401	From 401 to 435	\$188,514.24	\$20,394.00	\$208,908.24	GF Loan to E-911 to cover deficit on 2nd qtr
S	E-911	Transfer Out	20700-0001-61200	435-071-499-09435	From 435 to 401	\$14,136.52	\$20,394.00	\$34,530.52	Repay GF loan used to cover 2nd quarter deficit
S	General Fund	Transfer In	11000-0001-61100	401-011-499-19435	From 435 to 401	\$14,136.52	\$20,394.00	\$34,530.52	Repay GF loan used to cover 2nd quarter deficit
S	Road	Expenditure	20400-5001-57130	402-014-416-00013	Rental of Equipment	\$225,000.00	(\$200,000.00)	\$25,000.00	Expenditures moved to LATCF
S	LG Abatement Fund	Expenditure	27000-2002-57999	646-400-086-05264	Valencia County ORC Payment	\$0.00	\$768,287.00	\$768,287.00	Already received \$768,286.22, unknow how much more
S	LG Abatement Fund	Revenue	27000-001-47700	646-40-086-20000	Opioid Settlement	\$0.00	\$768,287.00	\$768,287.00	Already received \$768,286.22, unknow how much more
S	Laguna FD - Valencia	Revenue	20900-0001-47090	430-30-300-56000	State Fire Allotment	\$0.00	\$105,553.00	\$105,553.00	New Substation - Received Valencia's Fire Allotment
S	Laguna FD - Valencia	Expenditure	20900-3002-57160	430-018-430-00007	Telecommunications	\$0.00	\$6,500.00	\$6,500.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-57090	430-018-430-00008	PRINTING & PUBLISHING	\$0.00	\$250.00	\$250.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-57999	430-018-430-00009	Office Equipment & Supplies	\$0.00	\$1,000.00	\$1,000.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-54040	430-018-430-00011	Vehicle Expense	\$0.00	\$15,000.00	\$15,000.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-54050	430-018-430-00012	EQUIP MAINT & REPAIR	\$0.00	\$8,000.00	\$8,000.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-57999	430-018-430-00014	Furniture	\$0.00	\$5,000.00	\$5,000.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-57170	430-018-430-00025	UTILITIES	\$0.00	\$7,000.00	\$7,000.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-56120	430-018-430-00095	Fuel	\$0.00	\$5,000.00	\$5,000.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-54010	430-018-430-00023	REPAIR TO BUILDINGS	\$0.00	\$10,000.00	\$10,000.00	To allocate Fire Allotment Funds for new Valencia Station
S	Laguna FD - Valencia	Expenditure	20900-3002-56090	430-018-430-00082	SAFETY EQUIPMENT	\$0.00	\$47,803.00	\$47,803.00	To allocate Fire Allotment Funds for new Valencia Station
S	Indigent	Revenue	22000-0001-41201	406-56-360-18100	Interest On Delinquent Taxes	\$754.00	\$750.00	\$1,504.00	Underprojected GRT interest
S	Indigent	Revenue	22000-0001-41201	406-56-360-18200	Penalty On Delinquent Taxes	\$1,867.00	\$2,500.00	\$4,367.00	Underprojected GRT penalty
S	County Fire Protection	Revenue	22200-0001-41202	475-51-360-18100	Interest On Delinquent Taxes	\$342.00	\$350.00	\$692.00	Underprojected GRT interest
S	County Fire Protection	Revenue	22200-0001-41202	475-51-360-18200	Penalty On Delinquent Taxes	\$687.00	\$600.00	\$1,287.00	Underprojected GRT penalty
S	2014 Bond A	Revenue	40200-0001-41214	569-99-360-18100	Interest On Delinquent Taxes	\$2,261.00	\$2,200.00	\$4,461.00	Underprojected GRT interest
S	2014 Bond A	Revenue	40200-0001-41214	569-99-360-18200	Penalty On Delinquent Taxes	\$5,599.00	\$7,500.00	\$13,099.00	Underprojected GRT penalty
S	2014 Bond B	Revenue	40200-0001-42400	570-99-300-41200	GRT Equalization	\$808,000.00	\$192,000.00	\$1,000,000.00	Underprojected GRT Equalization
S	2014 Bond B	Revenue	40200-0001-41200	570-99-360-18100	Interest On Delinquent Taxes	\$1,131.00	\$1,200.00	\$2,331.00	Underprojected GRT interest
S	2014 Bond B	Revenue	40200-0001-41200	570-99-360-18200	Penalty On Delinquent Taxes	\$2,800.00	\$4,000.00	\$6,800.00	Underprojected GRT penalty
S	Detention	Revenue	22600-0001-44040	614-85-380-30500	Care of Prisoners - Tribal Government	\$0.00	\$10,000.00	\$10,000.00	Per new JPA with Acoma
S	Detention	Expenditure	22600-8002-57999	614-100-457-00253	Payments on Agreements - ICE	\$2,000,000.00	\$4,000,000.00	\$6,000,000.00	To match potential Ice payments coming in

ENTITY NAME: Cibola County
FISCAL YEAR: FY 2023-24
RESOLUTION #: 2024-14
BAR SCHEDULE: 2024-14A

TYPE OF BAR	COUNTY	REVENUE EXPENDITURE	DFA	CIBOLA COUNTY	DESCRIPTION	APPROVED	ADJUSTMENT	ADJUSTED	
LOCAL (L) OR STATE (S)	DEPARTMENT	TRANSFER (TO or FROM)	ACCOUNT #	ACCOUNT#	OF ACCOUNT	BUDGET		BUDGET	PURPOSE
S	Detention	Revenue	22600-0001-46900	614-85-380-20001	Revenue On Agreements - ICE	\$2,000,000.00	\$4,000,000.00	\$6,000,000.00	Underprojected revenue from ICE
S	Detention	Revenue	22600-0001-44040	614-85-380-30100	Care of Prisoners--Municipality	\$50,000.00	\$100,000.00	\$150,000.00	Prior year payments came in in addition to this year
S	Detention	Revenue	22600-0001-41210	614-87-382-18100	Interest On Delinquent Taxes	\$754.00	\$750.00	\$1,504.00	Underprojected GRT interest
S	Detention	Revenue	22600-0001-41210	614-87-382-18200	Penalty On Delinquent Taxes	\$1,867.00	\$3,000.00	\$4,867.00	Underprojected GRT penalty
S	Detention	Revenue	22600-0001-46040	614-88-382-18000	Income on Investments	\$4,800.00	\$4,500.00	\$9,300.00	Interest under projected

ATTEST: _____

County Clerk

Date

Board Chairman

Date



9b. New Business

Resolution 24-15

FY24 Second Quarter Report

Cibola County Commission

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

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



Resolution No. 2024-15

FISCAL YEAR 2023-2024 Second 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 second 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 second quarter report for FY 2024 hereinafter described as Attachment "2024-15A" 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 25th day of January in 2024.

THE BOARD OF COUNTY COMMISSIONERS:

Daniel J. Torrez, Chairman

Martha Garcia, 1st Vice-Chair

Christine Lowery, 2nd Vice-Chair

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

ATTEST:

Michelle E Dominguez, County Clerk

Cibola County Operating Cash Recap - December 31, 2023 - Attachment 2024-15A

Active Funds	Beginning Cash Balance as of 7-1-2023	Beginning Investments	YTD Revenues	YTD Transfers	YTD Expenditures	YTD Adjustments	Ending Cash & Investments
101 - INVESTMENT FUND	\$0.00	\$5,436,520.96	\$144,878.58	\$0.00	\$0.00	\$0.00	\$5,581,399.54
401 - GENERAL FUND	\$8,562,611.58	\$0.00	\$2,949,072.59	(\$539,409.48)	(\$4,288,675.47)	(\$2,809,736.40)	\$3,873,862.82
402 - ROAD	\$152,649.28	\$0.00	\$546,724.40	\$0.00	(\$648,277.45)	\$3,937.72	\$55,033.95
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	\$330,759.75	\$0.00	(\$514,439.80)	\$0.00	\$509,209.33
407 - SAN RAFAEL VFD	\$255,329.45	\$0.00	\$110,832.00	(\$55,416.00)	(\$132,858.47)	(\$50.00)	\$177,836.98
408 - BLUEWATER VFD	\$89,784.17	\$0.00	\$68,042.00	(\$25,251.00)	(\$37,093.05)	(\$420.00)	\$95,062.12
409 - LOBO CANYON VFD	\$295,777.14	\$0.00	\$0.00	\$55,416.00	(\$118,908.58)	\$0.00	\$232,284.56
413 - LAGUNA EMS	\$5,674.63	\$0.00	\$11,147.00	\$0.00	(\$2,829.95)	\$0.00	\$13,991.68
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	(\$4,831.11)	(\$259.34)	\$549,421.24
418 - CANDY KITCHEN VFD	\$341,301.63	\$0.00	\$86,495.00	(\$37,531.00)	(\$48,480.49)	\$0.00	\$341,785.14
419 - LAGUNA VFD	\$859,195.51	\$0.00	\$200,552.00	\$0.00	(\$23,444.86)	\$0.00	\$1,036,302.65
424 - CUBERO VFD	\$172,179.27	\$0.00	\$296,909.00	(\$13,541.00)	(\$9,389.07)	\$0.00	\$446,158.20
425 - CUBERO EMS	\$2,249.64	\$0.00	\$5,000.00	\$0.00	(\$387.64)	\$0.00	\$6,862.00
427 - EL MORRO VFD	\$195,363.40	\$0.00	\$293,427.00	\$0.00	(\$8,002.91)	\$0.00	\$480,787.49
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	(\$3,160.47)	\$0.00	\$1,840.38
430 - LAGUNA VFD - VALENCIA STATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
435 - CONSOLIDATED DISPATCH	\$194,548.33	\$0.00	\$680,803.85	\$34,529.91	(\$909,855.65)	(\$26.44)	\$0.00
438 - DWI GRANT	\$56,841.28	\$0.00	\$23,029.60	\$0.00	(\$14,838.56)	\$0.00	\$65,032.32
439 - DWI DISTRIBUTION	\$143,059.42	\$0.00	\$170,754.00	\$0.00	(\$170,325.59)	\$0.00	\$143,487.83
475 - COUNTY FIRE PROTECTION	\$1,208,050.12	\$0.00	\$135,680.05	\$0.00	(\$4,053.35)	\$0.00	\$1,339,676.82
500 - CLERK RECORDING/FILING	\$97,714.69	\$0.00	\$19,314.00	\$0.00	(\$12,990.54)	\$0.00	\$104,038.15
569 - 2014A BOND INCOME FUND	\$0.00	\$0.00	\$621,827.10	\$0.00	(\$91,187.32)	\$0.00	\$530,639.78
570 - 2014B BOND INCOME FUND	\$0.00	\$0.00	\$1,496,011.21	\$0.00	(\$215,933.42)	\$0.00	\$1,280,077.79
575 - NMFA LOANS	\$0.00	\$377,669.77	\$8,800.59	\$212,714.24	(\$24,191.10)	\$0.00	\$574,993.50
604 - FIRE MARSHAL	\$76,707.40	\$0.00	\$128,762.24	(\$16,970.00)	(\$40,455.08)	\$0.00	\$148,044.56
605 - LAW ENFORCEMENT PROTECTION	\$0.00	\$0.00	\$119,000.00	(\$18,018.36)	\$0.00	\$0.00	\$100,981.64
606 - NMDOT LOCAL GOV. TRANS. GRANT	\$798,831.02	\$0.00	\$0.00	\$0.00	(\$306,094.99)	\$0.00	\$492,736.03
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	\$780,003.86	\$4,115,737.45	\$400,000.00	(\$4,437,349.05)	\$0.00	\$858,392.26
620 - 1% REAPPRAISAL FUND	\$15,961.85	\$0.00	\$30,500.82	\$0.00	(\$14,823.00)	\$0.00	\$31,639.67
646 - LG ABATEMENT	\$0.00	\$0.00	\$768,286.22	\$0.00	(\$768,286.22)	\$0.00	\$0.00
647 - LATCF GRANT	\$3,151,902.50	\$0.00	\$3,151,902.50	\$0.00	(\$625,537.60)	\$0.00	\$5,678,267.40
648 - TPF COUNTY ROAD GRANTS FUND	\$1,505,488.13	\$0.00	\$1,187,500.00	\$0.00	(\$38,294.95)	\$0.00	\$2,654,693.18
649 - AMERICAN RESCUE PLAN ACT	\$2,414,398.12	\$0.00	\$0.00	\$0.00	(\$1,098,584.72)	\$0.00	\$1,315,813.40
651 - CAPITAL OUTLAY PROJECTS	\$0.00	\$0.00	\$294,317.29	\$0.00	(\$43,156.51)	\$0.00	\$251,160.78
TOTALS=	\$21,956,940.54	\$6,594,194.59	\$18,058,477.24	\$0.00	(\$14,666,877.19)	(\$2,806,554.46)	\$29,136,180.72

ATTEST:

Clerk

Date

Board Chairman



9c. New Business

Rio San Jose

Fiscal Agent Request

**RIO SAN JOSE HYDROLOGIC NEEDS ASSESSMENT FUNDING
AGREEMENT BETWEEN
THE STATE OF NEW MEXICO INTERSTATE STREAM COMMISSION
THE ASSOCIATION OF COMMUNITY DITCHES OF THE RIO SAN JOSE,
NINE INDIVIDUAL ACEQUIAS AND COMMUNITY DITCHES AND
CIBOLA COUNTY AS A FISCAL AGENT**

THIS AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2023, by and between the New Mexico Interstate Stream Commission, P.O. Box 25102, Santa Fe, New Mexico, 87501-5102, hereinafter called the "NMISC," the Association of Community Ditches of the Rio San Jose, Nine Individual Acequias and Community Ditches, located in Cibola County, and Cibola County, acting as the Fiscal Agent for the Association of Community Ditches of the Rio San Jose ("Association"). The NMISC, the Association, the nine individual acequias and community ditches and Cibola County are hereinafter referred to collectively as "the Parties". The Association is a New Mexico non-profit corporation representing its Acequia members. The nine (9) individual Acequias and Community Ditches are: Bluewater Toltec Irrigation District, La Acequia Madre del Ojo del Gallo, Moquino Water Users Association II, Murray Acres Irrigation Association, San Mateo Irrigation Association, Seboyeta Community Irrigation Association, Cubero Acequia Association, Cebolletita Acequia Association, Community Ditch of San José de la Cienega. They are political subdivisions of the State. The Association and the nine individual acequias and community ditches are collectively referred to as the "Grantees." Cibola County is hereinafter referred to as the "Fiscal Agent."

The Effective Date of this Agreement is the date of last signature by the last Party to execute the Agreement.

RECITALS

WHEREAS, under NMSA 1978, § 72-14-3 (1978), the NMISC is authorized to investigate water supply, to develop, to conserve, to protect and to do any and all things necessary to protect, conserve and develop the water and stream systems of this state.

WHEREAS, the "Rio San Jose Stream System Water Rights Local Settlement Agreement Among the Pueblo of Acoma, the Pueblo of Laguna, the Navajo Nation, the State of New Mexico, the City of Grants, the Village of Milan, the Association of Community Ditches of the Rio San Jose and Nine Individual Acequias and Community Ditches" ("Settlement Agreement") attached herein as Attachment A became effective on September 15, 2022.

WHEREAS, the Settlement Agreement contains an enforcement date ("Enforcement Date") as set forth in Article 3.5 to be the date upon which the United States Secretary of the Interior publishes the statement of findings that all Conditions Precedent for finality and enforceability of the Settlement Agreement have occurred.

WHEREAS, pursuant to the terms of the Settlement Agreement, some money, described as “Early Money,” is allocated for distribution prior to the Enforcement Date of the Settlement Agreement.

WHEREAS, Section 12.3 of the Settlement Agreement requires the State to make up to a total of \$250,000 (two hundred fifty thousand dollars) available Prior to the Enforcement Date for a hydrologic needs assessment of Association members to determine the most appropriate projects to implement.

WHEREAS, the “hydrologic needs assessment” discussed above is the planning tool that will identify future projects that the acequias may implement with the future settlement funding. The Settlement Agreement outlines that there will be one hydrologic needs assessment covering all nine Acequias.

WHEREAS, under the terms of the Settlement Agreement, the Early Money to be provided for the hydrologic needs assessment is meant to be disbursed out of the \$12 million Signatory Acequias Project Fund. However, the Signatory Acequias Project Fund has not yet been established. When it is established, the parties agree this Early Money will be subtracted from the proposed \$12 million Signatory Acequias Project Fund.

WHEREAS, the Association has acted as the representative for the nine acequias through the settlement negotiations for the Settlement Agreement. However, the Association is not a political subdivision of the state and cannot handle the funding associated with this agreement.

WHEREAS, the Association has authorized Cibola County to act as its fiscal agent to accept and administer Early Money disbursed to the Association for the hydrologic needs assessment. Cibola County has agreed to act as the Association’s fiscal agent for the purposes of this Agreement.

WHEREAS, each individual acequia has passed a resolution to allow Cibola County to be their Fiscal Agent to act as their agent to receive, manage, and disburse the Early Money disbursed pursuant to this Agreement.

WHEREAS, in the 2022 Legislative Session, House Bill 2 passed and was signed into law by Governor Michelle Lujan Grisham. House Bill 2 contained an appropriation to the NMISC to be used “to plan, engineer, design, construct or repair acequias or community ditches, for the purposes of restoration, repair, improvement of irrigation efficiency or protection from floods”. This funding must be used by the end of fiscal year 2025.

WHEREAS, at the July 2023 Interstate Stream Commission meeting, the NMISC approved the disbursement of these funds in the Fiscal Year 2024 Acequia Support Plan.

WHEREAS, the hydrologic needs assessment Early Money funding required in the Settlement Agreement will be paid for through this Special Appropriation. Once the

Signatory Acequias Project Fund is created this funding will be subtracted from that Fund.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION AND PROJECT FUNDING

A. Project Description.

The project that is the subject of this Agreement (“Project”) is described as follows:

A hydrologic needs assessment for the Rio San Jose Acequias. This hydrologic needs assessment will include the following elements:

Groundwater assessment. The economic future of the Acequia communities will require development of available groundwater resources. To support this effort, a “Regional Hydrology” report will be prepared that characterizes the water supply potential for the entire geologic section based on all available hydrologic models of the study area.

Acequia assessments. Each acequia-specific assessment would inventory what could be done to benefit the Acequia water supply, and would prioritize potential actions based on cost-benefit and feasibility. These inventories would be prepared collectively by the members and its consultants through review of the extensive information gathered during the litigation and settlement processes, and then through initial meetings (individually and/or as a group) with parcientes who might expand upon the information. The assessments would provide details on both the surface and groundwater resources potentially available to each Association member. A foundation for these assessments would be the nine acequia-specific reports prepared in 2020 which documented the water rights of each ditch, including history and hydrology.

Field surveys. This work, likely conducted in spring 2024, would provide an on-the-ground inventory of the existing and historic irrigation infrastructure and acreage in each acequia. Observations would be recorded in narratives and on maps and in photographs, and would include observations on springs, ditch flow/character, channel and bank conditions, notable gains or losses, diversions and storage and anything relevant to water supply and water use conditions. The bottom line would be to document the sources of the Acequia’s water supply and what happens to that supply on its way to fields. Again, this would build on the 2020 Acequia specific reports and expert reports prepared during the litigation phase of the Rio San Jose Adjudication dating back to 2008.

Other. The results of this work would be presented in a single report with 12 chapters: introduction, regional hydrology, nine acequia-specific chapters, and a

summary. Good maps and air photos should abound, along with tables when useful. The “Regional Hydrology” chapter would capture and potentially expand upon groundwater availability report. The individual acequia chapters would summarize the needs assessments and field surveys, the 2020 acequia reports, and current conditions, the desired future, and identification of potential projects to improve each Acequia’s water supply and efficiency in order to get from today to that future.

A reconnaissance level assessment may be conducted regarding expected needs related to operation and maintenance of the acequias.

The narrative above is referred to as the “Project Description” throughout this Agreement.

Services procured by the Grantees under this Agreement must include the following deliverables: a final copy of the needs assessment report that includes all aspects of the work as described in the Project Description.

B. Project Funding.

- a. State Contribution Amount. The State of New Mexico, through the NMISC, may provide up to a maximum of **two hundred fifty thousand dollars and zero cents (\$250,000.00)** (“Grant Amount”) representing the State’s maximum total cost share obligation pursuant to the Settlement Agreement.
- b. The money disbursed as part of the Grant Amount is provided to fulfil a State obligation pursuant to the Settlement Agreement.
- c. This Early Money providing for the hydrologic needs assessment is part of the \$12 million Signatory Acequias Project Fund. However, the Signatory Acequias Project Fund has not yet been established. When it is established, the Parties agree this Early Money will be subtracted from the proposed \$12 million Signatory Acequias Project Fund.

ARTICLE II. LIMITATIONS ON NMISC’s OBLIGATION TO MAKE DISBURSEMENT TO GRANTEES

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Fiscal Agent shall only be reimbursed monies for which the NMISC has approved, and the Fiscal Agent have received, personally or through the Fiscal Agent, a Notice to Proceed. The NMISC will provide the Notice to Proceed in the form of a letter to the Grantees following execution of this Agreement by all the Parties.

- a. The Grantees shall submit to the NMISC one copy of all Third Party Obligations, as defined herein, and amendments thereto (including terminations), as soon as possible, but in no event more than twenty (20)

days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred, as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor in accordance with Article III. B. (a).

- b. Each Grantee acknowledges and agrees that, if it chooses to enter into a Third Party Obligation prior to receiving a Notice to Proceed that covers the expenditure, that Grantee is solely responsible for all expenditures associated with that Third Party Obligation.
- c. The date the NMISC sends, by mail or email, the Notice to Proceed is the date that the NMISC's Notice to Proceed is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice to Proceed, execute any Third Party Contract, and request the Third Party begin work pursuant to the Third Party Contract.

B. This Agreement and the disbursement of any and all of the Grant Amount are expressly conditioned upon the following:

- a. The Grantee's expenditures shall be made on or before the Reversion Date of this Agreement, as defined herein;
- b. The Grantee's expenditures shall be made pursuant to the Grantee's legal procurement method, in accordance with the New Mexico Procurement Code, NMSA §§ 13-1-28 through 13-1-199. Violation of the Procurement Code is a misdemeanor and may result in criminal and civil penalties. The Grantee's expenditures shall also be made pursuant to execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services or the purchase of tangible personal property for the Project, hereinafter referred to as "Third Party Obligations;"
- c. The Grantee's submittal of timely Requests for Reimbursement in accordance with the procedures set forth in Article IV; and
- d. The Grantee's submittal to the NMISC of all documentation pertaining to all Third Party Obligations, and amendments thereto (including terminations).

C. The Grantee shall implement the Project in all respects. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

D. The Grant Amount shall not be used for purposes other than those specified in this Agreement.

E. Unless specifically allowed by law, the Grant Amount cannot be used to reimburse any Grantee or the Fiscal Agent for indirect Project costs.

ARTICLE III. REQUEST FOR REIMBURSEMENT PROCEDURES AND DEADLINES

A. The Grantee, or the Fiscal Agent, shall request reimbursement by submitting a request for reimbursement ("Request for Reimbursement"), in the form attached hereto as Exhibit 2. The Grantee, or the Fiscal Agent, shall reference the Project in all correspondence with, and submissions to, the NMISC concerning the Project, including, but not limited to, Requests for Reimbursement and reports. Requests for Reimbursement are subject to the following procedures:

- a. Each Request for Reimbursement must contain proof of reimbursement by the Grantee, or the Fiscal Agent, or of liabilities incurred by the Grantee in the form of a certification by the Grantee's designated representative (see Article V) that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party for the implementation of the Project.
- b. In cases where the Grantee, or the Fiscal Agent, is submitting a Request for Reimbursement to the NMISC based upon invoices received, but not yet paid by the Grantee, or the Fiscal Agent, from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee or the Fiscal Agent, the NMISC shall reimburse the Grantee in a timely manner and the Grantee shall make payment to those contractors or vendors within fifteen (15) calendar days from the date of cashing or depositing of the State warrant.

B. Requests for Reimbursement shall be submitted by the Grantee, or the Fiscal Agent, on the earlier of:

- a. Twenty (20) calendar days from the date an expenditure was incurred or liability of the Grantee or the Fiscal Agent was incurred, as evidenced by an unpaid invoice received by the Grantee or the Fiscal Agent from a Third Party Contractor or vendor; and by
- b. July 15 of each year, for all unreimbursed expenditures incurred during the previous fiscal year (the State's fiscal year ends on June 30th of every year); or
- c. Twenty (20) calendar days from the date of Early Termination of this Agreement, as that term is defined herein.

C. The Grantee or the Fiscal Agent's failure to abide by the requirements set forth in Article II, herein will result in the denial of its Requests for Reimbursement or will delay the processing of Requests for Reimbursement. The NMISC has the right to reject a Request for Reimbursement for the Project unless and until it is satisfied that the expenditures in the request are for one or more of the permissible purposes and that the expenditures, and the Grantee or the Fiscal Agent, as applicable, are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II and Article III. The NMISC's ability to reject any Request for Reimbursement is in addition to, and not in lieu of, any other legal or equitable remedy available to the NMISC due to the Grantee or the Fiscal Agent's violation of this Agreement.

ARTICLE IV. PROJECT CONDITIONS, RESTRICTIONS, REPRESENTATIONS, AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- a. The Grant Amount must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- b. The Project will not benefit private entities in violation of applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- c. During the term of this Agreement, the Grantee or the Fiscal Agent shall not at any time convert any property acquired or developed with the Grant Amount to uses other than those specified in Exhibit 1 without first obtaining the NMISC's express, advance, written approval for such a conversion.

B. The Grantees and the Fiscal Agent hereby represent and warrant that all of the following general conditions and restrictions are applicable to the Project:

- a. The Acequia Grantees, recognized as political subdivisions of the State under NMSA (1978) Chapter 73, and the Fiscal Agent have the legal authority to receive and expend the Project's funds.
- b. This Agreement has been duly authorized by the Grantees and the Fiscal Agent, and the person(s) executing this Agreement have authority to do so, and, once executed by the Grantees and the Fiscal Agent, this Agreement shall constitute a binding obligation of the Grantees and the Fiscal Agent, enforceable according to its terms.
- c. This Agreement and the Grantees' and the Fiscal Agent's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantees or the

Fiscal Agent, the Grantees' or the Fiscal Agent's charters (if applicable), or any judgment or decree to which the Grantees or the Fiscal Agent are subject.

- d. The Grantees' and the Fiscal Agent's governing bodies have each duly adopted or passed, as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee or Fiscal Agent, as applicable, to sign the Agreement and to sign Requests for Reimbursement.
- e. The Grantees and the Fiscal Agent shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower laws. The Grantees and the Fiscal Agent specifically agree that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant Amount, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement. Further, the Grantees and the Fiscal Agent shall require all of their contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- f. The Grantees and the Fiscal Agent certify that no funds have been paid or will be paid to spouses, children, parents, brothers and sisters of members of the Grantees' or the Fiscal Agent's governing bodies otherwise defined as "immediate family members" under the New Mexico Procurement Code.
- g. The Grantees and the Fiscal Agent certify that no funds have been paid or will be paid, by or on behalf of the Grantees or the Fiscal Agent, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantees and the Fiscal Agent shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All sub recipients shall be required to certify accordingly.
- h. The Grantees and the Fiscal Agent warrant that the Grantees, the Fiscal Agent, and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations.
- i. The Grantees and the Fiscal Agent shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantees and

the Fiscal Agent agree to ensure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with the Grantees or the Fiscal Agent, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If any Grantee, or the Fiscal Agent, is found to be not in compliance with these requirements during the life of this Agreement, the Grantee or the Fiscal Agent, as appropriate, agrees to take appropriate steps to correct any deficiencies. The Grantee's or the Fiscal Agent's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

ARTICLE V. NOTICE PROVISIONS AND GRANTEE AND NMISC DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantees, the Association, Fiscal Agent and the NMISC hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

The Association of Community Ditches of Rio San José

Name: Rebecca Dempsey
Title: Attorney, Cuddy & McCarthy, LLP
Address: PO Box 4160
Santa Fe, NM 87502-4160
Telephone: 505-660-4227 (cell); 505-988-4476
Email: rdempsey@cuddymccarthy.com

Fiscal Agent:

Name: Kate Fletcher
Title: Cibola County Manager
Address: 700 E. Roosevelt Ave., Suite 50, Grants, NM 87020

Telephone: 505-285-2590
Email: kate.fletcher@co.cibola.nm.us

NMISC:

Name: Jonathan Martinez
Title: NMISC Acequia Bureau, Bureau Chief
Address: P.O. Box 25102
Santa Fe, NM 87504-5102
Telephone: (505) 660-5446
Email: Jonathan.Martinez@ose.nm.gov

The Grantees, the Fiscal Agent, and the NMISC agree that any Party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE VI. REVERSION DATE, TERM, EARLY TERMINATION

A. Upon being duly executed by all Parties, this Agreement shall be effective ("Effective Date"). This Agreement shall terminate on June 30, 2025 (the "Reversion Date") unless terminated early in accordance with Article VII ("Early Termination").

B. The Grant Amount must be "expended" on or before the Reversion Date or, if applicable, the Early Termination date of this Agreement. Funds are "expended," and an "expenditure" has occurred, as of the date that a particular quantity of goods are delivered to and received by a Grantee or the Fiscal Agent, or title to the goods is transferred to the Grantee or the Fiscal Agent and/or as of the date particular services are rendered for the Grantee or the Fiscal Agent. Funds are not "expended," and an "expenditure" has not occurred, as of the date funds are encumbered by the Grantee or the Fiscal Agent pursuant to a Third Party Obligation.

ARTICLE VII. EARLY TERMINATION

Either the NMISC or any Grantee may terminate this Agreement prior to the Reversion Date by providing the other Parties with a minimum of fifteen (15) days advance, written notice of Early Termination. The Grantees and the Fiscal Agent hereby waive any rights to assert an impairment of contract claim against the NMISC or the State of New Mexico in the event of Early Termination of this Agreement by the NMISC pursuant to Article VII.

A. Early Termination before Reversion Date due to completion of the Project or complete expenditure of the Grant Amount or violation of this Agreement.

Early Termination includes:

- a. Termination due to completion of the Project before the Reversion Date;
or
- b. Termination due to complete expenditure of the Grant Amount before the Reversion Date; or
- c. Termination for violation of the terms of this Agreement; or

- d. Termination for mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

B. Early Termination Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation and, if that occurs, the NMISC shall early terminate this Agreement for non-appropriation by giving the Grantees and the Fiscal Agent written notice of such termination, as of the effective date of the law making the non-appropriation. The NMISC’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantees and the Fiscal Agent and shall be final. The Grantees and the Fiscal Agent hereby waives any rights to assert an impairment of contract claim against the NMISC or the State of New Mexico in the event of Early Termination of this Agreement by the NMISC pursuant to Article VII. B of this Agreement.

C. Limitation on NMISC’s obligation to make grant disbursements to Grantees or the Fiscal Agent in the event of Early Termination

In the event of Early Termination of this Agreement by any Party, the NMISC’s sole obligation to reimburse the Grantees and/or the Fiscal Agent is expressly conditioned upon the limitations set forth in Article II above.

ARTICLE VIII. SUSPENSION OF NEW OR CURRENT OBLIGATIONS

A. The NMISC may choose, in its absolute discretion, to direct the Grantees or the Fiscal Agent to suspend entering into new and further obligations.

- a. The Grantee or the Fiscal Agent shall immediately suspend entering into new or further written obligations with third parties upon the date of receipt of written notice given by the NMISC; and
- b. The NMISC may, upon the date the Grantee or the Fiscal Agent receives written notice given by the NMISC, suspend issuance of any new or further Notices to Proceed under this Agreement; and
- c. The NMISC may direct the Grantee or the Fiscal Agent to implement a corrective action plan in accordance with Article VIII. D below.

B. In the event of suspension of this Agreement, the NMISC’s obligation to the Grantees and the Fiscal Agent is expressly conditioned upon the limitations set forth in Article II above.

C. A suspension of new or current obligations under this Agreement shall remain in effect unless or until the date the Grantees and the Fiscal Agent receive written notice given by the NMISC informing them that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article VII herein. If the suspension is lifted, the NMISC will consider issuing further Notices to Proceed.

D. Corrective action plan in the event of suspension.

Pursuant to Article VIII A., if the NMISC exercises its option to suspend, the NMISC may, but is not obligated to, require the Grantee or the Fiscal Agent to develop and implement a written corrective action plan to remedy the grounds for the suspension. Such corrective action plan must be approved by the NMISC and be signed by the Grantee or the Fiscal Agent, as applicable. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination. The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy that may be available to the NMISC, including but not limited to, Early Termination.

ARTICLE IX. AMENDMENT

This Agreement shall not be altered, changed, or amended except by a written instrument duly executed by the Parties hereto.

ARTICLE X. REPORTS AND INSPECTIONS

During the term of this Agreement, and during the period of time during which the Grantees and the Fiscal Agent must maintain records pursuant to Article XI. B., the NMISC may (i) request such additional information regarding the Project as it deems necessary, and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. The Grantees and/or the Fiscal Agent shall respond to such requests for additional information within a reasonable period of time, as established by the NMISC.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantees and the Fiscal Agent shall be strictly accountable for receipts and disbursements relating to the Grant Amount. The Grantees and the Fiscal Agent shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the Grant Amount to assure separate budgeting in accordance with the design report and accounting of the Grant Amount.

B. For a period of six (6) years following the Project's completion, the Grantees and the Fiscal Agent shall maintain all Project related records, including but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources design reported for the Project, the purpose for which such funds were used, and such other records as the NMISC shall prescribe.

C. The Grantees and the Fiscal Agent shall make all Project records available to the Department of Finance and Administration, the New Mexico State Auditor, and the NMISC upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantees and/or the Fiscal Agent may be required to reimburse to the State of New Mexico, any and all amounts found to have been improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the NMISC determines that part, or all, of the Grant Amount was improperly reimbursed to any Grantee or to the Fiscal Agent, including but not limited to, a portion of the Grant Amount reimbursed to a Grantee or to the Fiscal Agent based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee or the Fiscal Agent, or violation of this Agreement, the Grantee or the Fiscal Agent, as the case may be, shall return such funds to the NMISC for disposition in accordance with law.

ARTICLE XIII. LIABILITY

No Party shall be responsible for liability incurred as a result of another 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.

ARTICLE XIV. LIMITATION

NMISC review of projects, plans and designs shall not be interpreted as a warranty or guarantee of any kind. Any defects in the Project's design, plan, materials, or workmanship, and their corrections, shall be the responsibility of the Grantees and/or the Fiscal Agent, and their contractors and consultants. The Grantees and the Fiscal Agent, and their contractors and consultants are and shall remain responsible for the completion and success of the Project.

ARTICLE XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantees, the Fiscal Agent, and the NMISC concerning the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous agreements, understandings,

discussions, communications, and representations, written or verbal, among the Parties regarding the subject of this Agreement.

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS
FUNDED IN WHOLE OR PART BY FUNDS MADE
AVAILABLE UNDER THIS AGREEMENT

The Grantees and the Fiscal Agent acknowledge and agree that the Grantees and the Fiscal Agent shall include the following clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement, and (ii) entered into after the Effective Date of this Agreement:

“This contract is funded in whole or in part by funds made available under a New Mexico Interstate Stream Commission (“NMISC”) Grant Agreement. Should the NMISC early terminate the Grant Agreement, the [insert Grantee’s name] may early terminate this contract by providing contractor written notice of such termination. In the event of termination pursuant to this paragraph, the [insert Grantee’s name]’s only liability shall be to pay contractor or vendor for acceptable goods delivered and services rendered before the termination date of this contract. Contractor hereby waives any rights to assert an impairment of contract claim against the NMISC or the State of New Mexico in the event of Early Termination of the Grant Agreement by the NMISC.”

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date shown below.

FISCAL AGENT - CIBOLA COUNTY

Signature of Official with Authority to Bind Cibola County

By: _____

(Type or Print Name)

Its: _____

(Type or Print Title)

Date: _____

ASSOCIATION OF COMMUNITY DITCHES OF THE RIO SAN JOSÉ


Signature of Official with Authority to bind the Association

By: Rebecca Dempsey

(Type or Print Name)

Its: Attorney, Designated Representative

(Type or Print Title)

Date: January 12, 2024

NEW MEXICO INTERSTATE STREAM COMMISSION

Hannah Riseley-White
Director, Interstate Stream Commission

Date:

Program Support

Date:

Reviewed and approved as to legal sufficiency only

ISC Attorney

Date:

EXHIBITS

1. Rio San José stream system water rights local Settlement Agreement
2. Request for Reimbursement Form



9d. New Business

Cibola General Hospital Board

Appointment of One Member

No Back Up



9e. New Business

Sheriff's School Resource Officer

Approval of Attendance of National SRO
Training in Phoenix, AZ July 13-18,2024

**INVOICE #49179**

National Association of School Resource Officers, Inc.
2020 Valleydale Road | Ste 207A
Hoover, AL 35244
888-316-2776

[View/Pay Invoices Online](#)**INVOICE DATE:**

November 15, 2023

DUE DATE:

November 15, 2023

TERMS:

NET 0 DAY(S)

CLIENT:Cibola County Sheriff's
Department (NM)[NASRO W-9](#)Invoice
To:

Joshua Pacheco
Cibola County Sheriff's Department (NM)
1105 Truman Avenue
Grants, NM 87020
US

PROJECT DESCRIPTION	PRICE	QUANTITY	TOTAL
Attendee Joshua Pacheco Early Bird Registration Course : Basic SRO - 2024 Conference Basic SRO Course - Phoenix, AZ Date: Jul 13, 2024 - Jul 18, 2024 Order: 95200825 events_2008_3710	\$500.00	1	\$500.00

NASRO expressly reserves the right to correct any pricing errors on the website and/or on pending registrations made under an incorrect price. In such event, you will be offered the opportunity to keep your pending registration at the corrected price or, at your option, you can cancel your registration.

SUBTOTAL \$500.00

CREDITS/PAYMENTS (\$0.00)

Amount Due: \$500.00*Thank you for your business!***MAKE PAYABLE & REMIT TO:****NASRO**2020 Valleydale Road, Suite 207A
Hoover, AL 35244**FOR BILLING INQUIRIES:** AcctsReceivable@nasro.orgnasro.org



9f. New Business

Enabling Act Ordinance

Direction to Publish the Title and General
Summary

LEGAL NOTICE

On Thursday, February 22, 2024, at 5:00 P.M., in a regular meeting at the Cibola County Commission Chambers, 700 E. Roosevelt Ave., Suite 50, Grants, NM 87020, the Board of County Commissioners of Cibola County will conduct a public hearing for the purpose of discussing the adoption of an Ordinance Codifying the New Mexico Enabling Act. The purpose of the Ordinance is to ordain that the County of Cibola will not recognize nor enforce any state law, mandate or order that violates or is contrary to, the provisions of the Enabling Act for New Mexico. The Ordinance further ordains that any law, mandate or order issued by the Government of the State of New Mexico or agent thereof that is contrary to the Constitution of the United States is void and not enforceable within the boundaries of this County. The Board of Commissioners will consider the Ordinance Codifying the New Mexico Enabling Act for adoption at the regular Commission meeting to immediately follow the public hearing at 5:00 p.m. at the Cibola County Commissioner Chambers.

Copies of the proposed Ordinance are available for the public to view free of charge at the County Clerk's Office and the County Manager's Office, both located at 700 E. Roosevelt Ave., Suite 50, Grants, NM 87020. Copies of the proposed Ordinance may be purchased by the public from either office for \$1.00 per page. For more information, please call (575) 894-6215.

Publish: _____
Kate Fletcher, Cibola County Manger

Sentinel [Date(s)]



CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
ORDINANCE № 2024-001

CODIFYING THE NEW MEXICO ENABLING ACT

PREAMBLE:

WHEREAS, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Ave., Suite 50, Grants, NM 87020, on January 25, 2024, at 3:00 p.m. as required by law; and,

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

WHEREAS, NMSA 1978, Section 4-37-1 *et seq.* (1975) provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants.

NOW, THEREFORE, BE IT ORDAINED by the Cibola County Board of Commissioners that Cibola County will not recognize nor enforce any State Law, Mandate or Order that violates or is contrary to, the provisions of the Enabling Act for New Mexico. The ratification of the “Compact with the United States” and Proclamation Admitting New Mexico as a State into the Union on January 6, 1912, established the State of New Mexico is an inseparable part of the federal union and the Constitution of the United States as the supreme law of the land.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Cibola County Board of Commissioners that any Law, Mandate or Order issued by the Government of the State of New Mexico or agent thereof that is contrary to the Constitution of the United States is void and not enforceable within the boundaries of this County.

APPROVED, ADOPTED, AND PASSED on this 25th day of January 2024.

BOARD OF COUNTY COMMISSIONERS

Daniel Torrez, Commissioner

Martha Garcia, Commissioner

Christine Lowery, Commissioner

Ralph Lucero, Commissioner

Robert Windhorst, Commissioner

ATTEST:

Michelle E. Dominguez
Cibola County Clerk




9g. (1) New Business

Requisitions Over \$20,000

Back Up Radio System Installed at
PSB/Advanced Communications/Cibola Fire
Marshall

\$72,222.15

REQUISITION ORDER

	DATE :	DEPARTMENT:		QUOTE OBTAINED BY:	
	1/22/2024	Fine Marshal			
		QUOTE #1	QUOTE #2	QUOTE #3	
	VENDOR NAME:	Advanced Communications			
	CONTACT NAME:	Martin Trujillo			
	PHONE:	505-244-3321			
	FAX:	505-250-5593			

NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
10	Model 284 Multi-line Tone Remote with Built In Paging Encoder	\$3,633.75	\$ 36,337.50	\$	-	\$	-
5	Model 250 Tone Remote Adapter	\$1,377.50	\$ 6,887.50	\$	-	\$	-
5	Generic Interface cable with flying leads	\$118.75	\$ 593.75	\$	-	\$	-
10	Power Supply, Desktop 60W	\$71.25	\$ 712.50	\$	-	\$	-
10	120 VAC 60Hz Wall Transformer	\$47.50	\$ 475.00	\$	-	\$	-
1	Misc. Hardware	\$125.00	\$ 125.00	\$	-	\$	-
3	NX-5700K VHF (136-174MHz), 50 Watts	\$835.24	\$ 2,505.72	\$	-	\$	-
1	NX-5800K UHF (450-520MHz), 45 Watts	\$835.24	\$ 835.24	\$	-	\$	-
4	Ignition Sense Cable	\$11.69	\$ 46.76	\$	-	\$	-
4	DC Switching Power Supply	\$147.56	\$ 590.24	\$	-	\$	-
4	Control Station Mounting Case	\$45.99	\$ 183.96	\$	-	\$	-
1	156-163 MHz 3dB Lt Wgt Fbrgl's Omni Base Station Antenna	\$592.50	\$ 592.50	\$	-	\$	-
2	10"(D) x 5.25"(H) 19" Rack Black Ventilated Equip Shelf	\$98.05	\$ 196.10	\$	-	\$	-
1	450-470MHz 3.8dB Omn/5dB Offst 2-Stack Dual Dipole Base Ant	\$570.00	\$ 570.00	\$	-	\$	-
150	1/2" Corrugated Copper Foam HELIAX Coaxial Cable, 50 Ohm	\$2.31	\$ 346.50	\$	-	\$	-
4	Positive Stop N-Male for 1/2" LDF4	\$17.10	\$ 68.40	\$	-	\$	-
2	125-1000 MHz Bulkhead Mount High Power Coax Protector	\$112.09	\$ 224.18	\$	-	\$	-
200	3/8" Braided Flexible Foam Dielectric 50 Ohm Coax Cable	\$1.54	\$ 308.00	\$	-	\$	-
2	Connector, Silver Plated UHF Male Solder for LMR400	\$8.29	\$ 16.58	\$	-	\$	-
2	Connector, N-Male Crimp Hex/Knurled Nut for LMR400	\$14.84	\$ 29.68	\$	-	\$	-
2	Antenna Standoff Mount	\$615.38	\$ 1,230.76	\$	-	\$	-
1	Misc. Installation and Grounding Hardware	\$384.62	\$ 384.62	\$	-	\$	-
1	Scissor lift (rental per day) \$208.08	\$208.08	\$ 208.08	\$	-	\$	-
SUBTOTAL FOR SELECTED ITEMS			\$ 53,468.57		\$ -		\$ -
TOTAL LABOR/ SERVICE COSTS			\$ 16,361.00		\$ -		\$ -
TOTAL GROSS RECEIPTS TAX			\$ 1,288.43		\$ -		\$ -
TOTAL SHIPPING/ FREIGHT COSTS			\$ 1,104.15		\$ -		\$ -
GRAND TOTAL			\$ 72,222.15		\$ -		\$ -

VENDOR	Advanced Communications	REASON SELECTED	STATE CONTRACT	←
ADDRESS	2417 Baylor Drive SE Albuquerque, NM 87106	CONTRACT/BID/RFP #	20-00000-22-00038AB	
PURCHASING AGENT ENDORSEMENT	CERTIFICATION	PURCHASE ORDER #		
<p>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.</p>	<p>If all three signatures are not obtained the purchase cannot move forward</p>	FUND NAME & LINE ITEM #		AMOUNT
		604-018-461-00586 NM State Fire Marshal Grant		\$70,139.24
		604-018-461-00012 EQUIP/MAINT/REPAIR		\$2,048.13
	DEPARTMENT HEAD SIGNATURE	DESIGNEE SIGNATURE	FINANCE SIGNATURE	

PLEASE REMEMBER ANY REQUISITIONS OVER \$500.00 NOW REQUIRE 3 HARD QUOTES. ANY REQUISITION \$12,000.00 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

To: Mindy Cunningham
 Cibola Regional Communications Center
 700 E Roosevelt
 Grants, NM 87020
 mindy.cunningham@co.cibola.nm.us
 505-287-9431

From: Advanced Communications & Electronics, Inc.
 2417 Baylor Drive SE
 Albuquerque, NM 87108
 505-244-3321
 505-250-5593 cell
 Martin Trujillo
 mtrujillo@advtoway.com

Date: 5/3/2023 REV 01/16/2024

We are pleased to submit our proposal on the following:
 Zetron Model 284 Remotes

Item	Quantity	Description	List Price/Each	Discounted Price/Each	Extended
1	10.00	Model 284 Multi-line Tone Remote with Built-in Paging Encoder	\$3,825.00	\$3,633.75	\$36,337.50
2	5.00	Model 250 Tone Remote Adapter	\$1,450.00	\$1,377.50	\$6,887.50
3	5.00	Generic interface cable with flying leads	\$125.00	\$119.75	\$593.75
4	10.00	Power Supply, Desktop 80W	\$75.00	\$71.25	\$712.50
5	10.00	120 VAC 60Hz Wall Transformer	\$50.00	\$47.50	\$475.00
6	1.00	Misc. Hardware	\$125.00	\$125.00	\$125.00
7	3.00	NX-5700K VHF (136-174MHz), 60 Watts	\$1,193.20	\$835.24	\$2,505.72
8		OPTIONAL: License Key for P25 Conventional	\$621.00	\$434.70	
9	1.00	NX-5600K UHF (450-520MHz), 45 Watts	\$1,193.20	\$835.24	\$835.24
10	4.00	Ignition Sense Cable	\$16.70	\$11.69	\$46.76
11	4.00	DC Switching Power Supply	\$210.80	\$147.56	\$590.24
12	4.00	Control Station Mounting Case	\$65.70	\$45.99	\$183.96
13	1.00	156-163 MHz 3dB Lt Wgt Fbrgis Omni Base Station Antenna	\$623.68	\$592.50	\$592.50
14	2.00	10"(D) x 5.25"(H) 19" Rack Black Ventilated Equip Shelf	\$103.21	\$98.05	\$196.10
15	1.00	450-470MHz 3.8dB Omn/5dB Offst 2-Stack Dual Dipole Base Ant	\$600.00	\$570.00	\$570.00
16	160.00	1/2" Corrugated Copper Foam HELIAX Coaxial Cable, 50 Ohm	\$2.43	\$2.31	\$369.60
17	4.00	Positive Stop N-Male for 1/2" LDF4	\$18.00	\$17.10	\$68.40
18	2.00	125-1000 MHz Bulkhead Mount High Power Coax Protector	\$117.99	\$112.09	\$224.18
19	200.00	3/8" Braided Flexible Foam Dielectric 50 Ohm Coax Cable	\$1.82	\$1.54	\$308.00
20	2.00	Connector, Silver Plated UHF Male Solder for LMR400	\$8.73	\$8.29	\$16.58
21	2.00	Connector, N-Male Crimp HexKnurled Nut for LMR400	\$15.62	\$14.84	\$29.68
22	2.00	Antenna Standoff Mount	\$615.38	\$615.38	\$1,230.76
23	1.00	Misc. Installation and Grounding Hardware	\$384.62	\$384.62	\$384.62
24	1.00	Scissor lift (rental per day)	\$208.08	\$208.08	\$208.08
Assumptions/Exclusions					
Cabling from remotes to Tone Adapters/radios to be provided by others - Note: needs to be a direct copper circuit from the equipment room to each remote location					
UHF Antenna provided in this quote					
VHF Antennas to be provided by others - existing antennas will be used					
Subtotal Equipment Cost					\$63,468.57
Labor, Installation & Optimization (see note 12 if this line item is over \$500.00)					\$16,361.00
Frequency Coordination/FCC License					
Freight					\$1,069.37
Gross Receipts Tax					\$1,288.43
Total					\$72,187.37
Notice - the terms and conditions of this proposal are shown below.					

Notes

- This quote is good for 30 days.
- Standard Terms - Net 15, Subject to credit approval. Leasing and financing options are available upon request.
- Delivery - 4 weeks ARO (after receipt of order) is typical.

- 4 As used herein, "Proposal" means this document, also referred to as "Sales Agreement" once signed by "Seller" and "Customer", or by acceptance of a Customer provided purchase order. "Seller" means Advanced Communications and Electronics, Inc.; "Customer" means the customer named on the front of this "Proposal"; "Product" means the equipment and or parts Customer is purchasing from Seller, as more particularly described on the front of this "Proposal"; and "Manufacturer" means the manufacturer(s) of the Product.
- 5 Seller hereby disclaims any express or implied warranties regarding the Product, including, but not limited to, warranties of merchantability and/or fitness for a particular purpose. Customer acknowledges that the Product is sold "AS IS," and that the Manufacturer's warranty, if it exists, is the only warranty applicable to the Product.
- 6 Customer agrees that its sole remedy for any nonconforming Product is the return of the Product and a refund of the purchase price. In no event shall Seller be liable to Customer for any consequential or incidental damages resulting from any nonconforming Product. Returned products must be returned in unused condition and in the original packaging.
- 7 Customer may return conforming Product to Seller, at Seller's sole discretion, within thirty (30) days of purchase for a refund of the purchase price. Seller has discretion to withhold up to a twenty percent (20%) restocking fee from any such refund.
- 8 Customer shall pay to Seller all costs and expenses, including court costs and reasonable attorney's fees, incurred by Seller in exercising any of its rights or remedies under this "Sales Agreement" or enforcing any of the provisions hereof.
- 9 This "Sales Agreement" shall be governed by and interpreted in accordance with New Mexico law. Any lawsuit related to this "Sales Agreement" shall be brought in a court of competent jurisdiction in Bernalillo County, New Mexico.
- 10 If any provision of this "Sales Agreement" is determined to be invalid or unenforceable, the remainder of this "Sales Agreement" shall not be affected thereby.
- 11 Customer acknowledges that it has read and understands the terms and conditions of the "Sales Agreement" and agrees to be bound by them. This "Sales Agreement" sets forth the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, made between the parties regarding the subject matter hereof.
- 12 Refer to Installation Agreement form for additional installation details and terms and conditions relating to the equipment installation. This additional form is required on all installations over \$500.00.

Accepted By:

Customer Signature

Date

Seller Signature

Date



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

Statewide Price Agreement Amendment

Awarded Vendor:
10 Awarded Vendors

Number: 20-00000-22-00038

Amendment No.: One

Term: April 25, 2022 – April 24, 2024

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

Procurement Specialist: Raelvnn Lujan *RL*

Telephone No.: (505) 670-1561

Email: raelvnn.lujan@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: Radio Parts and Repair

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 April 25, 2023 to April 24, 2024 at the same price, terms and conditions.

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: 3/7/2023

New Mexico State Purchasing Agent

x This Amendment was signed on behalf of the State Purchasing Agent

Certificate Of Completion

Envelope Id: 3DDD913030B647F8AF53846057DD3D31

Subject: 20-00000-22-00038A001

Source Envelope:

Document Pages: 1

Signatures: 1

Certificate Pages: 5

Initials: 2

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

Status: Completed

Envelope Originator:

Raelynn Lujan

1100 S Saint Francis Dr

Santa Fe, NM 87502

Raelynn.Lujan@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

3/6/2023 8:45:51 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Raelynn Lujan

Raelynn.Lujan@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: 3/6/2023 8:48:09 AM

Viewed: 3/7/2023 7:33:36 AM

Signed: 3/7/2023 7:33:52 AM

Electronic Record and Signature Disclosure:

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

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

Raelynn Lujan

raelynn.lujan@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication
(None)*RL*

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 3/7/2023 7:33:53 AM

Viewed: 3/7/2023 7:36:12 AM

Signed: 3/7/2023 7:36:23 AM

Electronic Record and Signature Disclosure:

Accepted: 6/26/2020 4:27:38 PM

ID: 6eae9b5a-2aef-4297-a7b0-359c22309d31

Valerie Paulk

valerie.paulk@gsd.nm.gov

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)*Valerie Paulk*

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 3/7/2023 7:36:24 AM

Viewed: 3/7/2023 7:38:31 AM

Signed: 3/7/2023 7:38:47 AM

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

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

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/6/2023 8:48:09 AM
Certified Delivered	Security Checked	3/7/2023 7:38:31 AM
Signing Complete	Security Checked	3/7/2023 7:38:47 AM
Completed	Security Checked	3/7/2023 7:38:47 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.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Page-6

Awarded Vendors:

(AA) 0000089975
AVIAT US, Inc.
Dept CH 16534
Palatine, IL 60055-6434
(949) 707-2710
hermogenes.decano@aviatnet.com

Delivery: 7-9 weeks

(AB) 0000051480
Advanced Communication and Electro
2417 Baylor Dr. SE
Albuquerque, NM 87106
(505) 244-3321
service@advtwoyway.com; sales@advtwoyway.com

Delivery: 15 days typical

(AC) 0000108698
Comlink Wireless Tech., Inc.
PO Box 2511
Keller TX 76244
(817) 301-3060
info@comlinktech.com

Delivery: 7-10 days ARO

(AD) 0000054703
Durham Communications, Inc.
725 W. Commerce Ave. #105
Gilbert, AZ 85322
(505) 819-7019, (800) 981-8875
Gene@dcicomm.com; Jeff@dcicomm.com

Delivery: FOB Gilbert, AZ

(AE) 0000095679
E.F. Johnson Company
1440 Corporate Drive
Irving TX 75038
(972) 819-0700
orders@efji.com; techsupport@efji.com

Delivery: Purchase Orders are processed individually based on customer LMR requirements. Most in stock items are shipped with two weeks of PO, however items requiring specialized programming or build may require up to 16 weeks ARO.

(AF) 0000010372
Holzberg Communications, Inc.
PO Box 322,
Totowa, NJ 07511
(800) 654-9550, (973) 389-9600
holzberg@juno.com

Delivery: 15 Days ARO

(AG) 0000129335
Impact Power Technologies LLC
145 Wood Road
Braintree, MA 02184
(781) 752-1202, (772) 210-2286
clynam@impactpowertech.com

Delivery: Our battery products are Stock - 4 weeks lead time ARO



9g. (2) New Business Requisitions Over \$20,000

T8880 Kenworth Truck CAB-Chassis/Inland
Kenworth/Road
\$258,389

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

Inland Kenworth T880 – Item #3 - Truck Cab/Chassis
58,000 lb. GVWR spec'd for Snow Removal

Following NM Statewide Price Agreement # **30-00000-23-00054**

Quote for Joseph and Edward – Cibola County – Jan 22nd, 2024

- Base Price – Vendor 3, Primary Truck **\$173,748**
- Base Specs – 18K/40K cap. axles, 455 HP
1650 lb ft torque engine, 13-speed manual
trans., vocational beam-type suspension,
150-gal. fuel capacity, 385/65R22.5 front &
12R22.5 rear tires, steel wheels, **3-year base
warranty, 5-year drivetrain warr.**, +/- options
- I) Factory installed snowplow light switch
& wiring harness **\$166**
- K) Six factory-installed modular electrical
auxiliary switches in dash **\$364**
- P) Air disk brakes front and rear **\$3,832**
- R) Safety package **STD.**
- U) Frame mounted grease bank for clutch **N/C**
- V) Rear engine PTO provision **STD**
- AL) MX13 485 HP / 1650 lb.-ft. torque **\$2,212**
- AP) Percentage of Discount for Other Options
Not Listed for Item 3. 30%:
10/12-Yd dump body with tarp,
central hydraulics, buck plate/pintle hitch,
spill boards, rear engine PTO,
plow mount/hitch w/folding
(MSRP \$111,524.28 - \$33457.28) \$78,067

Total Price- Snow truck with plow & spreader \$258,389



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

Statewide Price Agreement Amendment

**Awarded Vendor:
4 Vendors**

Number: 30-00000-23-00054

Amendment No.: One

Term: June 5, 2023 thru June 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 JC

Telephone No.: (505) 660-3671

Email: Tami.Concha@gsd.nm.gov

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

Title: Truck Cab and Chassis

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

Correct Item 4 as follows:

From: Truck, Cab & Chassis, 58,000 Pounds Gross Vehicle Weight Rating (GVWR), Straight Truck with Manual Transmission (Vocational), New Current Production Year Model

To: Truck, Cab & Chassis, 54,000 pounds Gross Vehicle Weight Rating (GVWR) with Fifth Wheel and Manual Transmission, New Current Production Year Model.

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: 10/16/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

Certificate Of Completion

Envelope Id: DBFF80E8754945FD8FF996828975BE85

Status: Completed

Subject: Please DocuSign: 30-00000-23-00054 Truck Cab and Chassis A001

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Tami Concha

AutoNav: Enabled

1100 S Saint Francis Dr

EnvelopeId Stamping: Enabled

Santa Fe, NM 87502

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

Tami.Concha@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Tami Concha

Location: DocuSign

10/16/2023 11:10:38 AM

Tami.Concha@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Natalie Martinez

natalie.martinez1@gsd.nm.gov



Sent: 10/16/2023 11:12:38 AM

Viewed: 10/16/2023 11:44:49 AM

Deputy Director

Signed: 10/16/2023 11:44:52 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

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

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tami Concha

tami.concha@gsd.nm.gov



Sent: 10/16/2023 11:44:53 AM

Viewed: 10/16/2023 11:45:26 AM

Procurement Specialist II

Signed: 10/16/2023 11:45:31 AM

New Mexico General Services, State Purchasing
Division

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

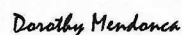
Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov



Sent: 10/16/2023 11:45:33 AM

Viewed: 10/16/2023 1:02:14 PM

SPD Division Director / State Purchasing Agent
General Services Department

Signed: 10/16/2023 1:02:18 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

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	10/16/2023 11:12:38 AM
Certified Delivered	Security Checked	10/16/2023 1:02:14 PM
Signing Complete	Security Checked	10/16/2023 1:02:18 PM
Completed	Security Checked	10/16/2023 1:02:18 PM
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.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 30-00000-23-00054

Page-37

Item 3: Truck, Cab & Chassis, 58,000 Pounds Gross Vehicle Weight Rating (GVWR), Straight Truck with Manual Transmission (Vocational), New Current Production Year Model			
(AC) Inland Kenworth			
	Make:	Kenworth	
	Model:	T880S	
	Base Price per Unit:	\$173,748.00	
	Bid as Options:	Add/Deduct	Unit Price
a)	Five (5) year extended warranty		\$3,085.00
d)	Fourteen (14,000) thousand pound front axle	Deduct	(\$2,310.00)
e)	Sixteen (16,000) thousand pound front axle	Deduct	(\$946.00)
g)	Straight truck trailer air brakes system	Deduct	(\$507.00)
i)	Factory installed auxiliary snow plow light switch and wiring harness	Add	\$166.00
k)	Six (6) factory installed modular electrical auxiliary switches installed in dash with User Agency nomenclature	Add	\$364.00
l)	Six (6) inch spotlight LED type if available	Add	\$542.00
m)	Two corner and one rear cab stationary windows	Add	\$344.00
n)	Factory or dealer installed outside thermometer with dual digital in-cab gauge display that reads outside ambient temperature and road temperature “Road Watch” (RW-1) type	Add	\$1,342.00
o)	Dual mini light bars one (1) blue and one (1) amber as per User Agency	Add	\$790.00
p)	Air disk brakes front and rear	Add	\$3,832.00
r)	Safety package to include: Windshield wipers forced to slowest intermittent setting when parking brake is set Headlights automatically on when windshield wipers on parking brake alarm sounds when parking brake is not set and any door is open brake lights override hazard lights. Each individually optioned or as a group		No Charge
s)	Factory installed, front drive disconnect system, twenty (20) thousand pounds capacity axle and suspension. Ratio to match rear axle “Meritor” (MX-14-120) type. Two (2) speed air shift transfer case controlled from cab “Meritor” (MTC 4210) type.	Add	\$47,900.00
u)	Frame mounted grease bank for clutch and cross shaft; Manual transmissions only		No Charge
v)	Rear engine PTO provision Rear Engine Power Take -off (REPTO) in lieu of front engine PTO		STD.
w)	Back of cab support member to support rear engine PTO configuration		STD.
y)	Factory installed dash mounted PTO controls only. Includes rear transmission support springs	Add	\$178.00
z)	Set forward steer axle		STD.
aa)	Set back front axle	Deduct	(\$2,040.00)
ab)	Inside/outside under hood air cleaner with diverter valve	Add	\$1,393.00
ac)	Smoke colored bug deflector	Add	\$273.00
ad)	Twenty four (24) inches after frame for water tank and oil distributor applications		No Charge
ae)	127 – 164 inches cab to axle		No Charge
af)	Extended Cab		STD

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(AC) Inland Kenworth Item 3 – Kenworth – T880S– Options Continued		Add/Deduct	Unit Price
ah)	Color, other Any solid color		No Charge
ak)	Battery switch located inside of cab, Requires left hand under cab battery box		No Charge
al)	Engine, other: PACCAR MX13/485HP/1650 lb-ft Torque, In lieu of MX13/455HP/1650 torque	Add	\$2,212.00
am)	Engine, other: For non-snowplows, Cummins X15/500HP/1650 trq,	Add	\$625.00
an)	Transmission, other: Eaton 10-speed automated UltraShift, In lieu of 13-speed manual	Add	\$8,420.00
ao)	Transmission, other: Allison 4500RDS 6-speed automatic	Add	\$19,276.00
ap)	Percentage of Discount for Other Options Not Listed for Item 3: Truck, Cab & Chassis, 58,000 Pounds Gross Vehicle Weight Rating (GVWR)	Deduct	30%

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Awarded Vendors:

(AA) 0000141519

BDR Preferred Holdings, LLC
dba Roberts Truck Center
1623 Aspen Ave NW
Albuquerque, NM 87104
Brian Foster (505) 243-7883
brian.foster@robertstruck.com

Payment Term: Net 10

Delivery: 12-18 months ARO

(AB) 0000054961

Bruckner Truck Sales, Inc
dba Bruckner Truck & Equipment
8101 Daytona Rd. NW
Albuquerque, NM 87121
Ryan Linson (505) 839-5907
rlinson@brucknertruck.com

Payment Term: Net 30

Delivery: Currently 185+ Days, ARO

(AC) 0000053576

Inland Kenworth US Inc.
7711 Fortuna Rd NW
Albuquerque, NM 87121
Michael Schreiber (505) 884-0300
mikes@inland-group.com
awelch@inland-group.com

Payment Term: Net 30

Delivery: Inland Kenworth US Inc. -
Albuquerque, NM

(AD) 0000043931

Rush Truck Centers of New Mexico, Inc.
dba Rush Truck Center, Albuquerque
6521 Hanover Road NW
Albuquerque, NM 87121
(505) 839-3613
arreolac@rushenterprises.com
novaks@rushenterprises.com

Payment Term: Net 30

Delivery: Delivery of Cab/Chassis to the desired
State location can be arranged at no
extra cost to the State of NM