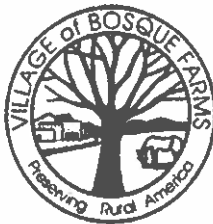


P.O. Box 660
Peralta, NM 87042
(505) 869-2358
(505) 869-3342 Fax



Mayor Chris Gillespie

VILLAGE OF BOSQUE FARMS

1455 West Bosque Loop • Bosque Farms, NM 87068

SPECIAL COUNCIL AGENDA



THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARMS WILL HOLD ITS
REGULAR MEETING ON THURSDAY, MARCH 5, 2026 IN THE COUNCIL CHAMBERS,
1455 WEST BOSQUE LOOP, BOSQUE FARMS, NM AT 6:00PM.

1. CALL TO ORDER
2. ROLL CALL OF GOVERNING BODY
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS
 - A. Training – Village Attorney
5. OLD BUSINESS
 - A. Approval of the Revision to the Fair Board Agreement
 - B. Review and Possible Action on the Open Meetings Act approved in January 2026
 - C. Review and approve the Cooperative Agreement for Winchester Drive paving from Local Government Road Fund
6. NEW BUSINESS
 - A. Resolution Directing Village Administration to Immediately Solicit, Recruit and Advertise for EMS Personnel
 - B. Review and approval of Axon Enterprise, Inc. for body cameras for the Police Department
7. EXECUTIVE SESSION

Discuss limited personnel matters as permitted under Section 10-15-1(H)(2) of the New Mexico Open Meetings Act

Action Item: To review and take action on findings from Personnel Board related to Closed Session in accordance with Section 3-11-6(D)(1) NMSA.

8. ANNOUNCEMENTS AND FUTURE AGENDA ITEMS
9. ADJOURNMENT

TIME AND PLACE OF NEXT MEETING:
THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS VILLAGE COUNCIL
WILL BE HELD ON THURSDAY, MARCH 19TH, 2026.

Agenda Posted on March 2, 2026


Erica A. Martinez, Clerk/Administrator

PLEASE NOTE: The Governing Body may revise the order of the agenda items considered at this Open Meeting. If you are an individual with a disability who needs a reader, 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 Village Clerk at (505) 869-2358 at least three (3) calendar days prior to the meeting. Public documents including the agenda and minutes can be provided in digital or hardcopy format. The Village of Bosque Farms strictly prohibits any form of unlawful discrimination based on race, color, religion, gender identity, sexual orientation, sex, national origin, age, disability, or political affiliation in any program, activity, or service sponsored by the Village. Contact the office of the Village Clerk/administrator for more information.

Local Government Training

PRESENTED BY

**Stelzner, Winter, Warburton,
Flores & Dawes, P.A.**

FEBRUARY 19, 2026

1

Presentation Topics

- Mayor – Council Duties
- OMA and IPRA
- Rolling Quorums
- Quasi Judicial Duties
- Resolutions and Ordinances
- Agenda Development

2

Types of Government

https://en.wikipedia.org/wiki/List_of_municipalities_in_New_Mexico

Mayor Council

- Strong Mayor, Administrator (NMSA 3-11-1 et.seq.)

Commission Manager

- Strong Manager (NMSA 3-14-1 et.seq.)
- Only about 8 in NM
- Edgewood, Aztec

Charter Municipalities

- Albuquerque, Santa Fe, Las Cruces, Gallup

3

3

Mayor Duties – Strong Mayor

§ 3-11-3. The mayor of a municipality is the presiding officer of the governing body. In all municipalities the mayor shall vote only when there is a tie vote.

§ 3-11-4. The mayor is the chief executive officer. The Mayor is responsible for causing "the ordinances and regulations of the municipality to be obeyed" [§3-11-4A, NMSA 1978]. This includes all personnel ordinances and regulations.

§ 3-11-6 (C) Only the mayor shall: (1) supervise the employees of the municipality...

§ 3-11-7. The mayor shall sign all commissions, licenses and permits granted by the governing body and other acts that the law or ordinances may require, or the commissions, licenses and permits may be authenticated as authorized [under the] pursuant to the: A. Uniform Facsimile Signature of Public Officials Act; B. Uniform Electronic Transactions Act; and C. Electronic Authentication of Documents Act.

Mayor (or his administrator) is generally POC for day-to-day operations.

4

4

More Mayor; Pro Tem Duties

Village Ordinances:

Section 2-1-1: The chief executive officer of the municipality shall be the Mayor, who shall be a qualified elector residing within the limits of the municipality. The Mayor shall be elected for a four-year term.

Section 2-1-2: The Mayor shall preside over all meetings of the Council, and shall vote only when there is a tie vote

Pro Tem Duties: NMSA § 3-12-3. "The governing body of a municipality having a mayor-council form of government shall ... elect one of its members to act as mayor pro tem in the absence of the mayor;"

"Absent" means not present in a place, at an occasion, or as part of something. For example and to be most clear, absent would not include the mayor attending a doctor's appoint during a regular work day or going to lunch.

5

Council Duties:

§ 3-12-3. GOVERNING BODY--POWERS AND DUTIES.—

(Officers: clerk, treasurer, PD, Attorney)

The governing body of a municipality having a mayor-council form of government shall:

- (1) elect one of its members to act as mayor pro tem in the absence of the mayor;
- (2) possess all powers granted by law and other municipal powers not conferred by law or ordinance on another officer of the municipality;
- (3) manage and control the finances and all property, real and personal, belonging to the municipality;
- (4) determine the time and place of holding its meetings, which shall be open to the public;
- (5) determine and adopt the rules of its own proceedings at an organizational meeting;
- (6) keep minutes of its proceedings, which shall be open to examination by any citizen;
- (7) adopt rules and regulations necessary to effect the powers granted municipalities;
- (8) prescribe the compensation and fees to be paid municipal officers and employees;
- (9) prescribe the powers and duties of those officers whose terms of office or powers and duties are not defined by law and impose additional powers and duties upon those officers whose powers and duties are prescribed by law; and
- (10) have the authority to cross-commission public safety officers by resolution; provided that the resolution shall be renewed at each subsequent meeting of the governing body as necessary.

6

6

Open Meetings Act (“OMA”)

Learned about this in MOLI Training ...

“The “Open Meetings Act,” NMSA 1978, Sections 10-15-1 to 10-15-4, is known as a “sunshine law.” All states have such laws, which are essentially motivated by the belief that the democratic ideal is best served by a well-informed public. Sunshine laws generally require that public business be conducted in full public view, that the actions of public bodies be taken openly, and that the deliberations of public bodies be open to the public.” NMDOJ Guide



Tied directly to Rolling Quorum considerations

7

Inspect Public Records Request (“IPRA”) NMDOJ IPRA Guide, p. 8

Awareness of IPRA.

Every employee and official of a public body must know that IPRA exists, that their work is a public record, and that records requests must be handled properly.

Designated Records Custodian.

Every public body must designate a records custodian and should share this information with the organization.

Compliance.

Everyone should understand the significance of IPRA compliance and to prioritize directions from the records custodian or their staff.

Observations.

Governing body members are not the records custodian. There is no such thing as a “150-day noncompliance notice”. Unless you anticipate litigation, there is no need to request “preservation” of records. Village is mandated by law to preserve its records for certain periods of time.



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Rolling Quorums

- Absolutely Prohibited. NMDOJ Guide p. 7.
- What it is... Examples:
 - Three members of a five member board discuss public business in a series of telephone or email conversations, the discussion is a meeting of a quorum. This is sometimes referred to as a "rolling" or "walking" quorum.
 - The use of a rolling quorum to discuss public business or take action violates the OM Act because it constitutes a meeting of a quorum of the public body's members outside of a properly noticed, public meeting.
 - Discussing who might be selected as Pro Tem in this way is a rolling quorum and really should be done in public.

What isn't a rolling quorum:

- Chance meetings
- Social situations

9

Quasi Judicial Duties of the Governing Body –

Usually comes into play when matters come up from Planning & Zoning.

Governing Body sits as Judges.



Village Doesn't appear to have any rules in this area

Applicant's/Appellant's require Due Process; Battershell v. City of Albuquerque, 1989-NMCA-045, ¶ 17 (authorizing the city council or its committees to "place reasonable limitations on appeal hearings at the beginning of the hearing in question").

Must be free from Ex parte Communications and Bias; cannot see or demand "evidence" that wasn't presented below; cannot insert oneself into the process

10

10

Definitions: Resolutions and Ordinances

Resolutions: Section 2.2.4 Ordinances. Resolutions shall ... be appropriate in the following instances:

- (1) Entering into a contract;
- (2) Adoption of a policy concerning employees, utility services, or equipment;
- (3) Granting of a right or privilege to any person when a contract is not required;
- (4) Changes in the fire districts of the Village;
- (5) Changes in the master plan of the Village;
- (6) Authorizing the issuance of bonds; and
- (7) Where a full and permanent record must be made and kept of the action of the governing body.

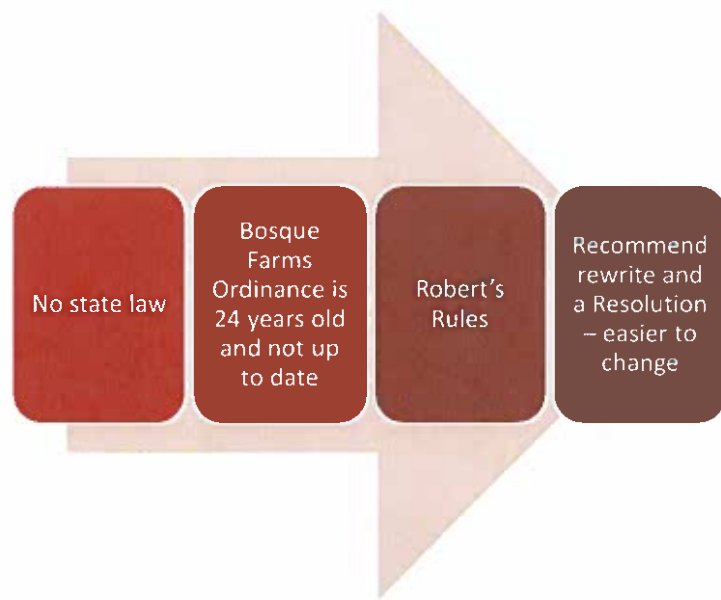
Ordinances: All laws of the municipality shall be enacted by the passage of ordinances, all of which shall be reviewed by the Village Attorney. Requires at least 2 publications. Section 2.2.3 Ordinances.

11

11

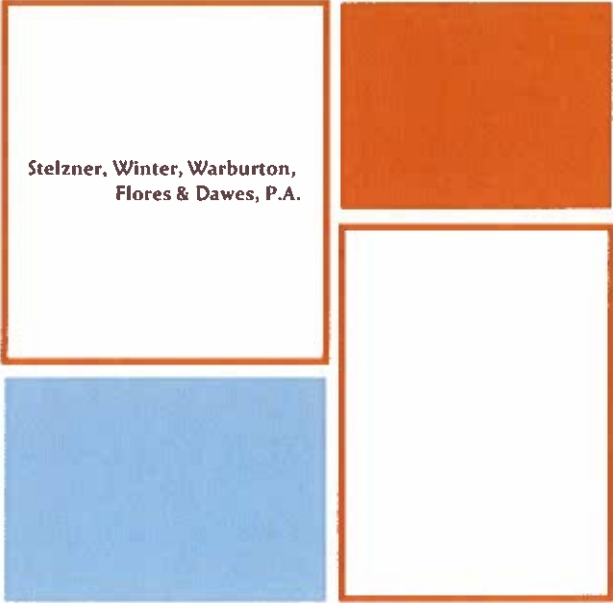
Agenda Development Section 2-2-2(A)(4)

All reports, communications, ordinances, resolutions, contracts, documents, or other matters to be submitted to the governing body shall be delivered to the Clerk at least nine days prior to each meeting, whereupon the Clerk shall immediately arrange a list of such matters according to the order of business. Each Councilor, the Mayor, and Village Attorney will be furnished with a copy of the order of business, together with a copy of the minutes of the last meeting prior to the Council meeting and as far in advance of the meeting as time for preparation will permit. Additional items may be added to the agenda by majority consent of the members of the governing body.



12

12



Stelzner, Winter, Warburton,
Flores & Dawes, P.A.

Questions?

Nann Winter
Phone: 505-235-8009
Email: Nwinter@stelznerlaw.com

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**AGREEMENT FOR USE OF VILLAGE OF BOSQUE FARMS
REAL PROPERTY**

THIS AGREEMENT, made and entered into this _____ day of _____ 2026 ("Effective Date") by and between the Village of Bosque Farms, hereinafter designated as the "Village", and the Bosque Farms Community Fair Association, hereinafter designated as the "Fair Association".

WHEREAS, the Fair Association desires to utilize a portion of land within the real property owned by said Village located at 1355 West Bosque Loop for the purpose of storing shipping containers containing the property of the Fair Association, and

WHEREAS, the Fair Association also desires to utilized the property and building comprising the Bosque Farms Community Center at 950 North Bosque Loop for the purpose storing shipping containers containing the property of the Fair Association and for displaying exhibits presented to the Fair Association for judging and award of merits, and

WHEREAS, the Fair Association desires to enter into an agreement for use of the property owned by said Village located at 1355 West Bosque Loop, and the property and the Bosque Farms Community Center at 950 North Bosque Loop, and

WHEREAS, the Village desires to assist in any manner possible in activities provided by the Fair Association during the annual Fair and for the benefit of the children who represent the 4H, FFA, and other Village residents in general manifested by the annual Bosque Farms Fair.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, COVENANTS AND AGREEMENTS HEREIN, PARTIES HERETO AGREE AS FOLLOWS:

1. Use, Term. The Village, in consideration of the sum of \$10.00 and other consideration hereinafter expressed, herewith agrees to allow the Fair Association to use and utilize the following:
 - a. a portion of land owned by said Village located at 1355 West Bosque Loop, for the purpose of storing shipping containers containing the property of the Fair Association, and
 - b. the property and building commonly known as the Bosque Farms Community Center at 950 North Bosque Loop for the purpose of displaying exhibits presented to the Fair Association for judging and award of merits (collectively the "Village Properties"),

for a period of one (1) year from the Effective Date, such term is renewable each year at the option of the Village, provided that all conditions as hereinafter designated are properly met and performed.

The Village hereby agrees that the Fair Association shall have primary use of the Village Properties. However, the Fair Association agrees that the Village may use or may assign use of the Village Properties during anytime of the year to any person(s) if the Village deems the same to be in the best interest of the Village.

2. Improvements or Repairs.

- a. The Fair Association shall make no alteration, additions or improvements to the Village Properties without the prior written consent of the Village.
- b. If any extra-ordinary work is necessary during the term of this Agreement, it is agreed that the Fair Association will submit work orders and written requests to the Village and the Village shall consider, approve, modify or reject any construction or renovation or changes to landscape, Village Properties, or grounds before work may proceed.
- c. All improvements made by the Fair Association to the Village Properties shall become the property of the Village at no cost to the Village.
- d. The Fair Association hereby agrees that any and all alterations, additions and improvements shall merge and become a permanent part of the realty and any and all interest of the Fair Association shall immediately vest in the Village, except to the extent specifically provided for in this Agreement. All alterations, additions and improvements shall be made at the Fair Association's expense and the Fair Association hereby agrees to indemnify and save harmless the Village from any and all liability and claims for damages of every kind and nature which might be made or judgments rendered against the Village or Village Properties arising out of such alterations, additions, or improvements including but not limited to liens of any kind as may be imposed by tradesman, mechanics, material men, laborers, architects, artisans, contractors, subcontractors or any other lien of any kind whatsoever.

3. Fair Association Responsibilities.

- a. The Fair Association shall maintain the Village Properties in a manner that will provide the safest conditions for the designated activities.
- b. The Fair Association shall be responsible for any damage resulting from vandalism, destruction of property or damages that may occur to third parties, or the Village Properties and arising from the Fair Associations use of the Village Properties.
- c. The Fair Association shall be responsible for any damage or repairs to Village owned water or sewer Village Properties located at the Village Properties that may be arise or be required from the Fair Association's use of the Village Properties.

- d. The Fair Association further agrees that any alterations, such as the changing of locks, shall be done only with the approval of the Village and new keys will be immediately provided to the Village by the Fair Association.
 - e. The Fair Association agrees that it will not cause or permit any lien of any kind whatsoever to be levied upon, claimed against or to remain unpaid against the Village Properties and shall indemnify the Village against the same.
4. Indemnification. Unless otherwise specified, for the Term of this Agreement the Fair Association shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Village, its officers and employees, agents and elected officials from and against any and all claims for personal injury, property damage, wrongful death and other liabilities, injuries, and expenses, including attorneys' fees arising out of or relating to the Fair Association's, its members, employees, agents, subcontractors, representatives, guests, volunteers, vendors, invitee's, lessors or others arising out of and or connected with the use and or occupancy of the Village Properties. This indemnification obligation includes but is not limited to all claims arising out of the negligence or willful conduct of the Fair Association or its members, employees, agents, subcontractors, representatives, guests, volunteers, vendors, invitee's, lessors and all claims arising out of breach of this Agreement by the Fair Association.
5. Insurance. The Fair Association shall provide to the Village annual proof of insurance in the form of a valid and existing policy of insurance in the amount of not less than One Million (\$1,000,000) Dollars combined single limit as follows:
- General Liability Insurance \$1,000,000 per occurrence / \$2,000,000 aggregate.
Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
Coverage must be primary and non-contributory.
Coverage must be per project or per location.
Coverage must be on an occurrence form.
Subrogation must be waived.
- The Village of Bosque Farms shall be named as an additional insured on the policy. No cancelation of the policy of insurance is valid as to the Village without the Village being given 30 days written notice.
6. Termination. This Agreement may be terminated upon breach of any of the provisions of this Agreement upon thirty (30) days written notice, provided said breach has not been corrected within ten (10) days of receiving notice of said breach. The Village reserves the right to terminate this Agreement at any time for any reason.

7. Miscellaneous.

- a. This Agreement shall be deemed to supersede all prior written and oral agreements and undertakings of the Parties hereto.
- b. Except as otherwise provided herein, this Agreement may not be assigned without the prior written consent of the other Party.
- c. If any portion of this Agreement is found to be ineffective by a court of law or by Agreement of the Parties, the remaining portions shall remain in effect.
- d. This Agreement is governed by the laws of New Mexico. Any dispute arising out of this Agreement must be brought and maintained in the Thirteenth Judicial District Court of the State of New Mexico.
- e. Amendments to this Agreement must be in writing and signed by the Parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2026 at Bosque Farms, New Mexico.

VILLAGE OF BOSQUE FARMS

Chris Gillespie, Mayor

Attest:

Erica A Martinez, Clerk/Administrator

Fair Association

Aaron Ashley President

STATE OF NEW MEXICO)
) SS.
COUNTY OF VALENCIA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Christopher Gillespie as Mayor of the Village of Bosque Farms, New Mexico, Erica A Martinez as Clerk/Administrator of the Village of Bosque Farms, New Mexico and Arron Ashley as President of the Fair Association.

Notary Public

My commission expires:_____

RESOLUTION NO. 1082-26

A RESOLUTION ESTABLISHING AN ANNUAL SCHEDULE OF GOVERNING BODY MEETINGS AND DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE VILLAGE OF BOSQUE FARMS

WHEREAS Subsection B of Section 10-15-1, NMSA 1978 requires all meetings of a quorum of members of any board, council, commission, administrative, adjudicatory body, or other policy making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times except as otherwise provided in the Constitution or the provisions of the Open Meetings Act; and

WHEREAS any meeting subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS the Village of Bosque Farms being a local public body subject to the Open Meetings Act, in accordance with Subsection D of Section 10-15-, NMSA 1978, shall determine annually what constitutes reasonable notice for its public meetings, as well as the public meetings of the boards, commissions and committees it has created; and

WHEREAS the Governing Body must also establish an annual schedule of its regular meetings at the first meeting of each year.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Village of Bosque Farms, New Mexico that:

1. Notice shall be given at least at least seventy-two (72) hours in advance of any regular meeting of a quorum of the members of the governing body or any board, commission, committee, agency, authority or other policy-making body held for the purpose of discussion public business or taking any formal action within in the authority of such body.
2. The regularly scheduled meetings of the governing body will be held at 6:00 P.M. on the third Thursday of each month in the council chambers located at 1455 W. Bosque Loop in Bosque Farms, New Mexico. If the regular meeting date falls on a legal holiday, the governing body shall designate an alternate meeting date and/or time to be published as provided in this Resolution. If a regular meeting of the governing body is changed to a different location, advance notice of the meeting location shall be published as provided in this resolution.
3. Notice shall be given at least three (3) days in advance of any special meeting of a quorum of the members of the governing body, board commission, committee, agency, authority or other policy-making body held for the purpose of discussing

public business or taking any formal action within in the authority of such body.

4. The notice requirements of Section One (1), Two (2) and Three (3) of this Resolution are complied with if notice of date, time, place and subject matter of any regular or special meeting are published. Additionally, the notice will contain information on how the public may obtain a copy of the meeting agenda. The stated agenda is to be available at least seventy-two (72) hours prior to the meeting. "Publish" means printing in a newspaper which maintains an office in the municipality and is of general circulation within the municipality. If such newspaper is a non-daily paper which will not be circulated to the public in time to meet publication requirements, or If no such paper exists, "Publish" shall mean posting in six (6) public places within the municipality, and one of the public places where posting shall be made is the office of the municipal clerk, who shall maintain posting for public inspection within the time limits specified. The Village shall post notice in the following seven (7) public places:

- Village Hall Lobby
- Village of Bosque Farms Senior Center
- Sopa's Restaurant
- Southwest Grill
- Peralta Post Office
- Benny's Restaurant
- Tractor Supply

The Clerk/Administrator may, in addition to posting, publish one or more times in a newspaper of general circulation within the municipality, even though it does not maintain an office within the municipality which have provided a written request for such notice.

5. Notwithstanding any other provisions of sections one (1) through four (4) of this Resolution, the governing body may establish such additional notice requirements may be deemed properly and advisable to comply with the provision of the Open Meetings Act.
6. The Governing Body of the Village of Bosque Farms may close a meeting to the public only pursuant to exclusions contained in Section 10-15-1, Subsection H, NMSA1978. If a meeting is closed during an open meeting, such disclosure shall be approved by a majority vote taken during the opening meeting. The authority for the closed meeting and subjects to be discussed shall be stated with reasonable specificity in the motion to close and vote of each individual member on the motion to close shall be recorded in minutes. Only those subjects specified in the motion may be discussed in the closed meeting. If a closed meeting is called when the governing body of the Village of Bosque Farms is not in open meeting, and subjects to be discussed with reasonable specificity, is given to the remembers and the general public. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure. Except as

provided in Section 10-15-1 (H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by a vote of the governing body of the Village of Bosque Farms in an open meeting.

7. Notwithstanding any other provision of sections One (1) through Seven (7) of this resolution, the governing body of the Village of Bosque Farms may call emergency meetings of the governing body, any board commission, committee or other policy-making body of the municipality. Emergency meetings will be called only under unforeseen circumstances which demand immediate action to protect the health, safety and property of the citizens or to protect the municipality from substantial financial loss. The Village of Bosque Farms will avoid emergency meetings whenever possible. Emergency meetings may be called upon twenty-four (24) hours' notice, unless threats of personal injury or property damage require less notice. The notice for all emergency meetings should include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

PASSED, ADOPTED AND APPROVED this 15th day of January 2026

Chris Gillespie, Mayor

ATTEST:

Erica A. Martinez, Clerk Administrator

Contract No. _____
Vendor No. 0000054568
Control No. HW2L300358

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Village of Bosque Farms** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L300358, and the Public Entity’s resolution attached as **Exhibit C**. See:

Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements, Parking Lot Improvements, Miscellaneous, Design, Right of Way Acquisition, Roadway Lighting, Construction Manag

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Three Hundred Fifty Thousand Dollars and No Cents (\$350,000)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2025 Local Government Road Fund</u>	\$262,500	\$87,500	\$350,000
For the purpose stated above in Section 1.			
Total Project Cost \$350,000			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, attached as **Exhibit B**.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Village of Bosque Farms

By: _____

Date: _____

Title: _____

Attest: _____
Village of Bosque Farms Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state
that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

[illegible]

EXHIBIT C
Village of Bosque Farms RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Village of Bosque Farms** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$350,000** to be funded in proportional share by the parties hereto as follows:

CN L300358 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2025 Local Government Road Fund</u> Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements, Parking Lot Improvements, Miscellaneous, Design, Right of Way Acquisition, Roadway Lighting, Construction Manag	\$262,500	\$87,500	\$350,000

WHEREAS, the **Village of Bosque Farms** shall pay all costs, which exceed the total project cost of **\$350,000**.

NOW THEREFORE, be it resolved in official session that **Village of Bosque Farms** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2025** and the **Village of Bosque Farms** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **Village of Bosque Farms**, _____ (name or title), shall have signature authority to bind the **Village of Bosque Farms** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Village of Bosque Farms** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Village of Bosque Farms** to enter into Cooperative Agreement for Project Control Number **L300358** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **Winchester Dr - Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements, Parking Lot Improvements, Miscellaneous, Design, Right of Way Acquisition, Roadway Lighting, Construction Manag** within the control of **Village of Bosque Farms** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

VILLAGE OF BOSQUE FARMS

RESOLUTION NO. _____

DIRECTING VILLAGE ADMINISTRATION TO IMMEDIATELY SOLICIT, RECRUIT, AND ADVERTISE FOR EMS PERSONNEL

WHEREAS, the Village of Bosque Farms is responsible for ensuring the provision of emergency medical services to protect the health, safety, and welfare of its residents; and

WHEREAS, the Village currently does not have an EMS Director or sufficient personnel authorized to coordinate EMS operations, training, compliance, and emergency response; and

WHEREAS, the Village seeks qualified and motivated individuals to among other things, oversee EMS operations, coordinate with relevant local and regional first responders, ensure compliance with applicable laws and regulations, and promote excellence in patient care; and

WHEREAS, the Governing Body finds it necessary and in the best interest of the Village to establish a transparent and lawful process for the solicitation, recruitment, appointment, and approval of EMS personnel consistent with New Mexico law; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARMS:

1. Village administration is directed to prepare a solicitation for EMS personnel, which shall include a job description, minimum qualifications, supervisory structure, duties, authority, and proposed compensation, including any stipend or reimbursement structure. The draft solicitation shall be forwarded to Chief Jason Schneider and/or Chief Aaron Brogdon, as appropriate, and legal counsel for review and input prior to submission to the Governing Body.
2. Upon completion of the draft solicitation, Village administration shall present the solicitation to Council for review and approval prior to publication.
3. Upon Council approval of the solicitation, Village administration shall initiate an active recruitment campaign, including without limitation publication on the Village website, professional job boards, social media, and other appropriate recruitment channels to identify qualified EMTs, AEMTs, Paramedics, or other EMS personnel.
4. The solicitation shall remain open for no less than thirty (30) days.

5. All applications received shall be logged and maintained as public record in accordance with applicable law and made available to the Council and the public consistent with the Inspection of Public Records Act.
6. Village administration shall provide a report to the Council regarding the results of the solicitation and recruitment efforts at a regular meeting following the closing of the application period.
7. Consistent with Section 10-15-1(H)(2), NMSA, candidate interviews and discussions regarding applicants may be conducted in closed session as permitted by law; however, the Village affirms its commitment to be as transparent as possible.
8. In accordance with Section 3-11-6, NMSA, subject to the approval of a majority of all members of the governing body, the mayor shall appoint any selected candidate; and designate that employee to perform any service authorized by the governing body. Only the Mayor may supervise the employees of the municipality.
9. Any appointment contemplated by Paragraph 8 above, shall be made by the Mayor and shall not become effective unless and until approved by a majority vote of all members of the Council, regardless of whether such individual is designated as a volunteer, stipend recipient, or employee. No individual shall exercise any authority or access Village property, funds, or equipment until such approval has been granted.

PASSED, APPROVED, and ADOPTED this ____ day of March 2026 by the Village of Bosque Farms Governing Body, at Bosque Farms, New Mexico.

APPROVED:

Mayor

ATTEST:

Village Clerk/Administrator

Non-binding budgetary estimate



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-810792-46066NE

Issued: 02/13/2026

Quote Expiration: 02/28/2026

Estimate Contract Start Date: 02/01/2025

Account Number: 179232

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO

Bosque Farms Police Department - NM
1455 W Bosque Loop
Bosque Farms,
NM
87068-9077
USA

BILL TO

Bosque Farms Police Department - NM
PO Box 660
Paria,
NM
87042
USA
Email:

SALES REPRESENTATIVE

Nervesh Elevatio
Phone:
Email: nervesh@axon.com
Fax:

PRIMARY CONTACT

FRED DURAN
Phone: 5053155456
Email: fduran@bosquedemnm.gov
Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$99,390.00
ESTIMATED TOTAL w/ TAX	\$101,706.16

Discount Summary

Average Savings Per Year	\$13,058.52
TOTAL SAVINGS	\$65,292.62

non-financing budgetary estimate

Payment Summary

Date	Subtotal	Tax	Total
Mar 2026	\$19,878.00	\$463.23	\$20,341.23
Mar 2027	\$19,878.00	\$463.23	\$20,341.23
Mar 2028	\$19,878.00	\$463.23	\$20,341.23
Mar 2029	\$19,878.00	\$463.23	\$20,341.23
Mar 2030	\$19,878.00	\$463.24	\$20,341.24
Total	\$99,390.00	\$2,316.16	\$101,706.16

non-binding budgetary estimate

Quote Unbundled Price: \$164,663.00
Quote List Price: \$101,890.00
Quote Subtotal: \$99,390.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
B00102	AXON BODY CAMERA STARTER PLAN	15	60	\$129.35	\$69.58	\$69.58	\$53,622.00	\$2,316.16	\$55,938.16
A la Carte Hardware									
101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A-5YR NETCLOUD	17			\$1,899.00	\$1,899.00	\$32,283.00	\$0.00	\$32,283.00
H00001	ABA Camera Bundle	15			\$899.00	\$899.00	\$13,485.00	\$0.00	\$13,485.00
A la Carte Services									
102531	PSO VIRTUAL TRAINING	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$99,390.00	\$2,316.16	\$101,706.16

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
ABA Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	15	1	03/01/2026
	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	17	1	03/01/2026
	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	17	1	03/01/2026
	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	17	1	03/01/2026
	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	15	1	03/01/2026
	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	15	1	03/01/2026
	100206	AXON BODY 4 - 8 BAY DOCK	2	1	03/01/2026
	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	17	1	03/01/2026
	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	17	1	03/01/2026
	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLE	17	1	03/01/2026
A la Carte	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	03/01/2026
	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	03/01/2026
	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A-5YR NETCLOUD	17	1	03/01/2026
	73309	AXON BODY - TAP REFRESH 1 - CAMERA	15	1	09/01/2028
	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	09/01/2028
	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	15	1	03/01/2026
	100206	AXON BODY 4 - 8 BAY DOCK	2	1	03/01/2026
	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	17	1	03/01/2026
	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	17	1	03/01/2026
	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLE	17	1	03/01/2026
Software					
Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON BODY CAMERA STARTER PLAN	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	15	04/01/2026	03/31/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON BODY CAMERA STARTER PLAN	73746	AXON EVIDENCE - ECON LICENSE - PRO	1	04/01/2026	03/31/2031
AXON BODY CAMERA STARTER PLAN	73840	AXON EVIDENCE - ECON LICENSE - BASIC	15	04/01/2026	03/31/2031

Services

Bundle	Item	Description	QTY
A la Carte	102531	PSO VIRTUAL TRAINING	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON BODY CAMERA STARTER PLAN	80464	AXON BODY - 1YR WARRANTY - CAMERA	15	03/01/2027	03/31/2031
AXON BODY CAMERA STARTER PLAN	80465	AXON BODY - 1YR WARRANTY - MULTI BAY DOCK	2	03/01/2027	03/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1455 W Bosque Loop	Bosque Farms	NM	87068-9077	USA

Payment Details

Mar 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Annual Payment 1	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A-5YR NETCLOUD	17	\$6,456.60	\$6,456.60
Annual Payment 1	102531	PSO VIRTUAL TRAINING	1	\$0.00	\$0.00
Annual Payment 1	B00102	AXON BODY CAMERA STARTER PLAN	15	\$10,724.40	\$463.23
Annual Payment 1	H00001	AB4 Camera Bundle	15	\$2,697.00	\$0.00
Total				\$19,878.00	\$463.23
					\$20,341.23

Mar 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Annual Payment 2	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A-5YR NETCLOUD	17	\$6,456.60	\$6,456.60
Annual Payment 2	102531	PSO VIRTUAL TRAINING	1	\$0.00	\$0.00
Annual Payment 2	B00102	AXON BODY CAMERA STARTER PLAN	15	\$10,724.40	\$463.23
Annual Payment 2	H00001	AB4 Camera Bundle	15	\$2,697.00	\$0.00
Total				\$19,878.00	\$463.23
					\$20,341.23

Mar 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Annual Payment 3	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A-5YR NETCLOUD	17	\$6,456.60	\$6,456.60
Annual Payment 3	102531	PSO VIRTUAL TRAINING	1	\$0.00	\$0.00
Annual Payment 3	B00102	AXON BODY CAMERA STARTER PLAN	15	\$10,724.40	\$463.23
Annual Payment 3	H00001	AB4 Camera Bundle	15	\$2,697.00	\$0.00
Total				\$19,878.00	\$463.23
					\$20,341.23

Mar 2029					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Annual Payment 4	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A-5YR NETCLOUD	17	\$6,456.60	\$6,456.60
Annual Payment 4	102531	PSO VIRTUAL TRAINING	1	\$0.00	\$0.00
Annual Payment 4	B00102	AXON BODY CAMERA STARTER PLAN	15	\$10,724.40	\$463.23
Annual Payment 4	H00001	AB4 Camera Bundle	15	\$2,697.00	\$0.00
Total				\$19,878.00	\$463.23
					\$20,341.23

Mar 2030					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Annual Payment 5	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A-5YR NETCLOUD	17	\$6,456.60	\$6,456.60
Annual Payment 5	102531	PSO VIRTUAL TRAINING	1	\$0.00	\$0.00
Annual Payment 5	B00102	AXON BODY CAMERA STARTER PLAN	15	\$10,724.40	\$463.24
Annual Payment 5	H00001	AB4 Camera Bundle	15	\$2,697.00	\$0.00
Total				\$19,878.00	\$463.24
					\$20,341.24

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO OK-MA-145-21-100 (PA-New Mexico 40-00000-23-00004AE) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.



Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 96-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-817010-46079NE

155.42 02/26/2026

Quote Expiration: 03/31/2026

Estimated Contract Start Date: 04/01/2026

Account Number: 179232

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Boesque Farms Police Department - NM 1465 W Boesque Loop Boesque Farms, NM 87068-9077 USA	Boesque Farms Police Department - NM PO Box 660 Peralta NM 87042 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nereesh Elevanto Phone: Email: nelevanto@axon.com Fax:	FRED DURAN Phone: 5053155458 Email: fduran@bosquefarmsnm.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$127,666.22
ESTIMATED TOTAL W/ TAX	\$132,749.03

Discount Summary

Average Savings Per Year	\$18,236.60
TOTAL SAVINGS	\$91,182.98

Non-Binding Budgetary Estimate

Payment Summary

Date	Subtotal	Tax	Total
Apr 2026	\$503.62	\$20.06	\$523.68
Aug 2026	\$25,432.52	\$1,012.55	\$26,445.07
Aug 2027	\$25,432.52	\$1,012.55	\$26,445.07
Aug 2028	\$25,432.52	\$1,012.55	\$26,445.07
Aug 2029	\$25,432.52	\$1,012.55	\$26,445.07
Aug 2030	\$25,432.52	\$1,012.55	\$26,445.07
Total	\$127,686.22	\$5,082.81	\$132,769.03

Non-Binding Budgetary Estimate

Quote Unbundled Price: \$218,849.20
 Quote List Price: \$218,849.20
 Quote Subtotal: \$127,666.22

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	2			\$149.00	\$149.00	\$298.00	\$0.00	\$298.00
101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	15			\$149.00	\$105.97	\$1,589.55	\$0.00	\$1,589.55
70112	AXON SIGNAL - VEHICLE	15			\$279.00	\$198.42	\$2,976.30	\$0.00	\$2,976.30
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15			\$2,695.00	\$1,916.71	\$28,750.65	\$0.00	\$28,750.65
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15			\$2,695.00	\$2,174.87	\$32,623.05	\$0.00	\$32,623.05
A la Carte Software									
73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	15	60		\$16.27	\$0.00	\$0.00	\$0.00	\$0.00
73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	60		\$48.82	\$20.54	\$1,232.47	\$102.29	\$1,334.76
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	15	60		\$16.27	\$2.77	\$2,493.00	\$206.94	\$2,699.94
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	15	60		\$16.27	\$6.85	\$6,161.10	\$511.36	\$6,672.46
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	15	60		\$32.55	\$13.70	\$12,325.95	\$1,023.05	\$13,349.00
80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	60		\$22.57	\$16.05	\$14,446.80	\$1,199.08	\$15,645.88
80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	60		\$19.20	\$13.66	\$24,579.30	\$2,040.09	\$26,619.39
A la Carte Services									
100738	AXON FLEET 3 - SIM INSERTION - VZW AFF	2			\$15.00	\$15.00	\$30.00	\$0.00	\$30.00
100738	AXON FLEET 3 - SIM INSERTION - VZW AFF	15			\$15.00	\$10.67	\$160.05	\$0.00	\$160.05
Total							\$127,666.22	\$5,062.81	\$132,729.03

Delivery Schedule

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	15	1	03/01/2026
A la Carte	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	2	1	03/01/2026
A la Carte	70112	AXON SIGNAL - VEHICLE	15	1	03/01/2026
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	1	03/01/2026
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	1	02/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	15	04/01/2026	03/31/2031

Non-Binding Budgetary Estimate

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	15	04/01/2026	03/31/2031
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	04/01/2026	03/31/2031
A la Carte	73940	AXON EVIDENCE - ECOM LICENSE - BASIC	15	04/01/2026	03/31/2031
A la Carte	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	04/01/2026	03/31/2031
A la Carte	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIFESTREAM	15	04/01/2026	03/31/2031
A la Carte	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	04/01/2026	03/31/2031

Services

Bundle	Item	Description	QTY
A la Carte	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	15
A la Carte	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	2

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1455 W Bosque Loop	Bosque Farms	NM	87068-9077	USA

Payment Details

Apr 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 1A	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	2	\$0.12	\$0.12
Year 1A	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	15	\$0.63	\$0.63
Year 1A	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	15	\$6.27	\$6.27
Year 1A	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	2	\$1.18	\$1.18
Year 1A	70112	AXON SIGNAL - VEHICLE	15	\$11.74	\$11.74
Year 1A	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	\$113.41	\$113.41
Year 1A	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	\$128.71	\$128.71
Year 1A	73447	AXON BODY - LICENSE - PLUSUS LIVESTREAM	15	\$0.00	\$0.00
Year 1A	73886	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	15	\$48.62	\$26.66
Year 1A	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$4.86	\$5.26
Year 1A	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	15	\$24.30	\$26.32
Year 1A	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	\$56.99	\$61.72
Year 1A	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	15	\$9.83	\$10.65
Year 1A	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	\$96.06	\$105.01
Total				\$503.62	\$523.68

Aug 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 1B	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	15	\$31.86	\$31.86
Year 1B	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	2	\$5.98	\$5.98
Year 1B	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	15	\$316.66	\$316.66
Year 1B	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	2	\$59.36	\$59.36
Year 1B	70112	AXON SIGNAL - VEHICLE	15	\$592.91	\$592.91
Year 1B	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	\$6,498.87	\$6,498.87
Year 1B	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	\$5,727.45	\$5,727.45
Year 1B	73447	AXON BODY - LICENSE - PLUSUS LIVESTREAM	15	\$0.00	\$0.00
Year 1B	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	15	\$2,455.47	\$2,659.27
Year 1B	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$245.52	\$265.90
Year 1B	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	15	\$1,227.36	\$1,329.23
Year 1B	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	\$2,877.96	\$3,116.83
Year 1B	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	15	\$496.63	\$537.85
Year 1B	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	\$4,886.47	\$5,302.88
Total				\$25,432.52	\$26,445.07

Aug 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 2	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	2	\$5.98	\$5.98
Year 2	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	15	\$31.86	\$31.86
Year 2	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	2	\$59.36	\$59.36
Year 2	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	15	\$316.66	\$316.66

Non-Binding Budgetary Estimate

Aug 2027					
Invoice Plan					
Year	Item	Description	Qty	Subtotal	Tax Total
Year 2	70112	AXON SIGNAL - VEHICLE	15	\$592.91	\$0.00
Year 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	\$5,727.45	\$0.00
Year 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	\$6,498.87	\$0.00
Year 2	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	15	\$0.00	\$0.00
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	15	\$2,455.47	\$203.80
Year 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$245.52	\$20.38
Year 2	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	15	\$1,227.36	\$101.87
Year 2	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	\$2,877.96	\$238.87
Year 2	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	15	\$496.63	\$41.22
Year 2	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	\$4,896.47	\$406.41
Total				\$25,432.52	\$1,012.55
					\$26,445.07

Aug 2028					
Invoice Plan					
Year	Item	Description	Qty	Subtotal	Tax Total
Year 3	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	2	\$5.98	\$0.00
Year 3	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	15	\$31.88	\$0.00
Year 3	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	2	\$59.36	\$0.00
Year 3	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	15	\$316.66	\$0.00
Year 3	70112	AXON SIGNAL - VEHICLE	15	\$592.91	\$0.00
Year 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	\$6,498.87	\$0.00
Year 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	\$5,727.45	\$0.00
Year 3	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	15	\$0.00	\$0.00
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	15	\$2,455.47	\$203.80
Year 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$245.52	\$20.38
Year 3	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	15	\$1,227.36	\$101.87
Year 3	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	\$2,877.96	\$238.87
Year 3	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	15	\$496.63	\$41.22
Year 3	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	\$4,896.47	\$406.41
Total				\$25,432.52	\$1,012.55
					\$26,445.07

Aug 2029					
Invoice Plan					
Year	Item	Description	Qty	Subtotal	Tax Total
Year 4	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	15	\$31.88	\$0.00
Year 4	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	2	\$5.98	\$0.00
Year 4	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	15	\$316.66	\$0.00
Year 4	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	2	\$59.36	\$0.00
Year 4	70112	AXON SIGNAL - VEHICLE	15	\$592.91	\$0.00
Year 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	\$5,727.45	\$0.00
Year 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	\$6,498.87	\$0.00
Year 4	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	15	\$0.00	\$0.00
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	15	\$2,455.47	\$203.80
Year 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$245.52	\$20.38
Year 4	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	15	\$1,227.36	\$101.87
Year 4	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	\$2,877.96	\$238.87
Year 4	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	15	\$496.63	\$41.22
Year 4	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	\$4,896.47	\$406.41
Total				\$25,432.52	\$1,012.55
					\$26,445.07

Non-Binding Budgetary Estimate

Aug 2030					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 5	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	15	\$31.88	\$31.88
Year 5	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	2	\$5.98	\$5.98
Year 5	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	2	\$59.36	\$59.36
Year 5	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	15	\$316.66	\$316.66
Year 5	70112	AXON SIGNAL - VEHICLE	15	\$592.91	\$592.91
Year 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	\$6,498.87	\$6,498.87
Year 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	\$5,727.45	\$5,727.45
Year 5	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	15	\$0.00	\$0.00
Year 5	73886	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	15	\$2,455.47	\$2,455.47
Year 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$245.52	\$245.52
Year 5	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	15	\$1,227.36	\$1,227.36
Year 5	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	\$2,877.96	\$2,877.96
Year 5	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	15	\$496.63	\$496.63
Year 5	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	\$4,896.47	\$4,896.47
Total				\$25,432.52	\$1,012.55
					\$26,445.07

Non-binding budgetary estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

