



TORRANCE COUNTY
COMMISSION MEETING
December 13, 2023
9:00 A.M.

For Public View
Do Not Remove



Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

Janice Y. Barela, County Manager

The meeting will be available via Zoom and the link may be found on the County's website www.torrancecountynm.org/calendar. Click on the event to access Zoom Meeting information.

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, December 13, 2023 @ 9:00 AM
205 S. Ninth Street, Estancia, NM 87016

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Changes to the Agenda**
- 4. PROCLAMATIONS**
- 5. CERTIFICATES AND AWARDS**
 - A. MAINTENANCE:** Employee Service Year Pin: Dominic Romero (2)
- 6. BOARD AND COMMITTEE**
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
 - A. COMMISSION:** Request approval of minutes of the November 8, 2023 Regular Meeting of the Board of County Commissioners.
 - B. COMMISSION:** Request approval of minutes of the November 15, 2023 Special Meeting of the Board of County Commissioners.
- 9. APPROVAL OF CONSENT AGENDA**
 - A. FINANCE & PURCHASING:** Request approval of payables.
 - B. PLANNING & ZONING:** Tenorio Special Use for Family Retreat Center.

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**11. ADOPTION OF RESOLUTION**

A. FINANCE/GRANTS: Resolution 2023-____, Transportation Project Funds for King Farm Road.

B. FINANCE/GRANTS: Resolution 2023-____, Transportation Project Funds for Martin Road.

C. MANAGER: Resolution 2023-____, Budget Adjustments.

D. ROAD: Resolution 2023-____, Requesting six (6)-month extension of State LGRF SB Project D19668.

E. ROAD: Resolution 2023-____, Requesting six (6)-month extension of State LGRF CAP Project D19669.

F. FINANCE/GRANTS: Resolution 2023-____, Accepting Grant Agreement with the State of New Mexico Environment Department (Legislative Appropriation SAP 23-H2505-GF) in the amount of \$50,000 to plan, design, construct and equip water system improvements in the Duran area in Torrance County, and designating Janice Barela or successor and Tracy Sedillo or successor as authorized signatories.

G. COMMISSION: Resolution 2023-____, Adoption of PERA Fire Plan.
(Commissioner Schropp)

12. APPROVALS

A. COMMISSION: Request concurrence of letter stating Commission's position on renewal of ICE's contract with Torrance County. (Commissioner Schropp)

B. MANAGER: Request approval of Professional Services Agreement for Economic Development Services between Torrance County and Estancia Valley Economic Development Association "EVEDA" in the amount of \$25,000 for one year.

C. MANAGER: Request approval of 2024 Holiday Schedule.

D. MANAGER: Request approval of AT&T Second Addendum to Tower Use License.

E. MANAGER: Discussion and possible action regarding court compliance upcoming vacancy.

F. CLERK: Request approval to pay Automated Election Services (AES) in the amount of \$15,000 for Mifi in six (6) polling locations with inadequate internet service. Purchase order was not in place prior to Election Day.

- G. FIRE:** Request approval to submit payment in the amount of \$1,330.06 to Overhead Door DBA DH Pace Company Inc. for emergency bay door repair at District 2 Main Station. Repairs were made prior to issuance of a purchase order or an emergency purchase order.
- H. EMERGENCY MANAGEMENT:** Request approval of Agreement between Torrance County Emergency Management and Moriarty Edgewood School District as a secondary shelter site at Moriarty High School and/or Moriarty Middle School for winter 2023-2024.
- I. FINANCE/PURCHASING:** Review and request for approval of resulting contract from RFP TC-FY24-05 Juvenile Justice Continuum Coordinator; award to Rebecca Armstrong, DBA Via Homes & Development LLC.
- J. FINANCE/PURCHASING:** Request approval to pay three (3) invoices, Lobo Sprinkler Repair & Plumbing (\$2,618.30) and Baker Utility Supply (\$338.34, \$641.11) that were obtained prior to a purchase order being issued for Torreon Mutual Domestic Water Association for the work on well meters; ARPA funding was appropriated by Resolution 2023-11.
- K. FINANCE/GRANTS:** Request approval to submit grant application to CYFD for funding of the Juvenile Justice Continuum that provides youth programming and intervention for the youth of Torrance County. (Approved by Grant Committee)
- L. FINANCE/GRANTS:** Request approval of Memorandum of Understanding with Estancia Valley Youth and Family Council.
- M. FINANCE/GRANTS:** Request approval of Capital Appropriation Project 23-H3238 in the amount of \$1,050,000 to plan, design, construct, furnish, and equip improvements to the Fairgrounds in Estancia in Torrance County.
- N. FINANCE/GRANTS:** Request approval of Capital Appropriation Project 23-H3237 in the amount of \$100,000 to plan, design, construct, equip and furnish an administration building in Estancia in Torrance County.
- O. FINANCE/GRANTS:** Request approval of Capital Appropriation Project 23-H3233 in the amount of \$250,000 to plan, design, and construct a shop and fenced yard for the Road Department in Estancia in Torrance County.
- P. FINANCE/GRANTS:** Request approval of Capital Appropriation Project A22G-5358 in the amount of \$169,621 for renovations, including the purchase and installation of equipment, to Estancia Senior Center in Torrance County.
- Q. FINANCE/GRANTS:** Request approval of Capital Appropriation Project A22G-5359 in the amount of \$53,599 to plan and design the Moriarty Senior Center in Torrance County.

R. FINANCE/GRANTS: Request approval of Capital Appropriation Project A22G-5360 in the amount of \$158,861 for renovations, including the purchase and installation of equipment, to Mountainair Senior Center in Torrance County.

S. SHERIFF: Request approval of Agreement 22-ZG1016-65-2 between Torrance County and the New Mexico Department of Finance & Administration for the second-year payment up to \$37,500 for the Law Enforcement Recruitment and Retention (LE-Retention & Recruitment) Fund.

T. SHERIFF: Request approval to pay DT Automotive up to \$850.00 for repair of driver's side mirror to include purchase of mirror, paint, and labor. Mirror was damaged in a crash. Repairs were completed prior to issuance of a purchase order.

U. SHERIFF: Request approval of Memorandum of Understanding between the Torrance County Sheriff's Office and CoreCivic of Tennessee, LLC for provision of services at the Torrance County Detention Facility with authorization for Sheriff David E. Frazee to act as signatory.

13. DISCUSSION

A. MANAGER: Presentation on history of adobe wall around Fairground Rodeo Arena, as well as rock wall that was mentioned to Commissioners at Fairgrounds during prior Commission Meeting. (Estancia Trustee Morrow Hall)

B. COMMISSION: Annual Juvenile Justice Grant Report. (Rebecca Armstrong, Juvenile Justice Continuum Coordinator)

C. COMMISSION: Discussion regarding inclement weather affecting school bus routes and remedies for keeping school buses safe and running. (Commissioner Schropp & Estancia Superintendent Dr. Cindy Sims)

D. DWI: DWI Prevention Program Update/Presentation. (Tracey Master)

E. MANAGER'S REPORT

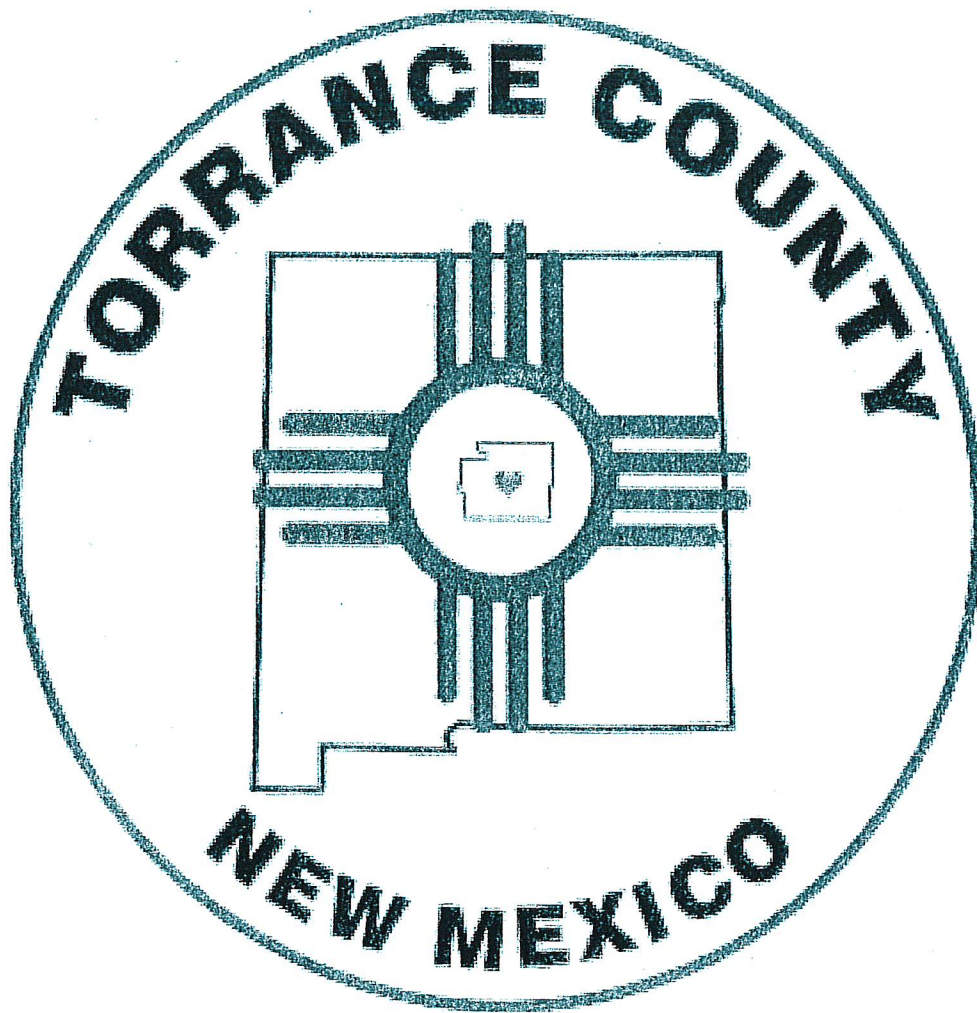
F. COMMISSIONERS' REPORTS

- 1) Commissioner McCall, District 1
- 2) Commissioner Schwebach, District 2
- 3) Commissioner Schropp, District 3

14. EXECUTIVE SESSION

A. Threatened and pending litigation, Valerie Smith v. Yvonne Otero and Torrance County (authority to negotiate settlement), closed pursuant to NMSA 1978 Section 10-15-1(H)(3).

15. **Announcement of the next Board of County Commissioners Meeting:**
 - A. **Regular Commission Meeting – December 27, 2023 at 9:00 AM**
16. **SIGNING OF OFFICIAL DOCUMENTS**
17. **ADJOURN**



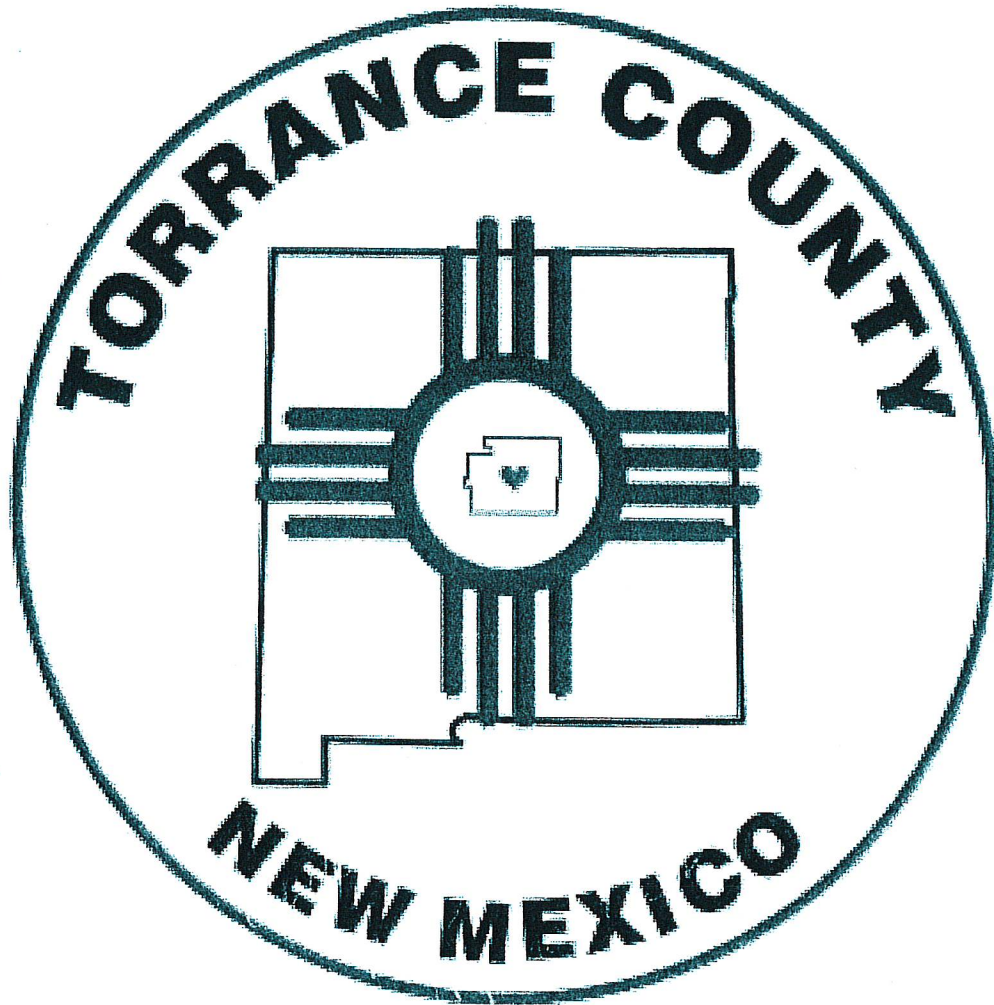
Agenda Item
No. 1



Agenda Item
No. 2



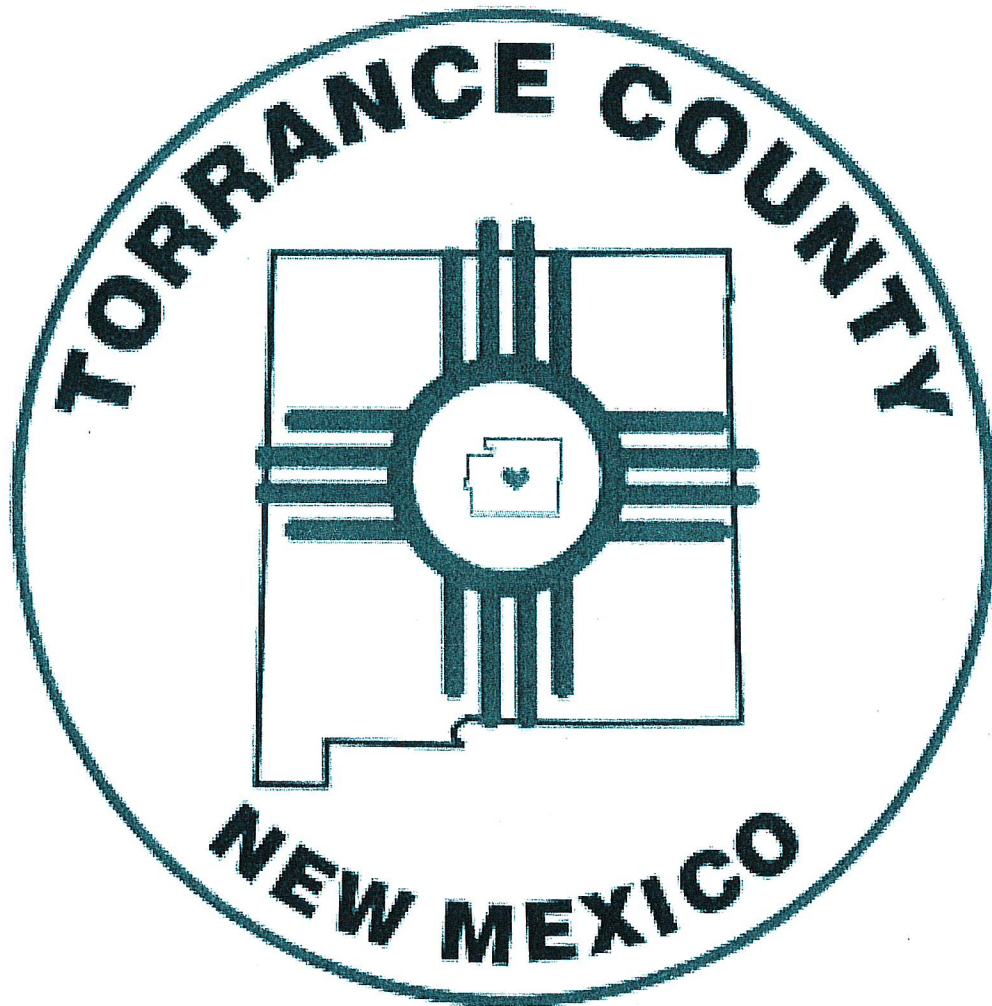
Agenda Item
No. 3



Agenda Item
No. 4



Agenda Item
No. 5



*Agenda Item
No. 6-A*



Agenda Item
No. 7



Agenda Item
No. 8-A

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
November 08, 2023
9:00 AM

Commissioners Present:

RYAN SCHWEBACH – COUNTY CHAIRMAN
KEVIN MCCALL – COUNTY VICE CHAIRMAN
SAMUEL SCHROPP – COUNTY COMMISSIONER

Others Present:

JANICE BARELA – MADAM COUNTY MANAGER
MICHAEL GARCIA – COUNTY ATTORNEY
LINDA JARAMILLO – COUNTY CLERK
GENELL MORRIS – ADMINISTRATIVE ASSISTANT I
DONALD GOEN – COUNTY P & Z DIRECTOR

1. Call Meeting to order.

Ryan Schwebach – County Chairman: Calls the November 08, 2023, Regular Commission Meeting to order at 9:05AM.

2. Pledge lead by: Ryan Schwebach – County Chairman

Invocation lead by: Samuel Schropp – County Commissioner

3. Changes to the Agenda:

Janice Barela – Madam County Manager: Defer 5 A, Dominic Romero is unavailable. Defer 12 I, more information needs to be gathered. Move 13 A to before 12 A, presentation relates to agenda item 12 A Consent and Crossing Agreement.

4. **PROCLAMATION: None**

5. **CERTIFICATES AND AWARDS:**

A. MAINTENANCE: Employee Service Year Pin: Dominic Romero (2)

Deferred

B. FIRE: Employee Service Year Pin: Felicia Braman-Mahan (2)

Hanna Sanchez-Acting Fire Chief: Felicia Braman-Mahan also known as Cricket. Cricket came to us after providing service to us on the volunteer side in District 5. She then moved to District 2 where she was able to obtain eight EMTs, two were paramedics with an 87% response rate. She is a true asset to this County.

C. MANAGER: Employee Service Year Pin: Samantha O'Dell (2)

Janice Barela-Madam County Manager: Samantha is our Emergency Manager, she started as our Emergency Management Specialist. When the vacancy occurred she put in for that. We took a shot on her and it was one of the best decisions we made here in the County. She has made a big impact across the county and across the state. She has mended a lot of bridges that Torrance County had broken through previous Emergency Managers. It got to the place that no one was trusting Torrance County when it came to operating and taking care of emergencies. That is no longer the case in Torrance County. She is networking across the state making sure we are in compliance.

Samuel Schropp-County Commissioner: It is good to see that our trust in creating a full-time position and hiring Ms. O'Dell was well placed. Thank you for your hard work.

D. ASSESSOR: Employee Service Pin: Helen Gutierrez (2)

Linda Gallegos-Chief Deputy Assessor: Helen was hired by the Assessor's Office to fill the CAMA Data Analyst position in 2021. CAMA stands for Computer Aided Mass Appraisal. This position is absolutely critical to the function of the Assessor's Office. The Data Analyst is responsible for all data integrity and managing all assessment information that is added to the tax rolls and maintained by the Assessor's Office. In addition to the quality control and analyzation of our data, Helen processes reports daily to stay apprised of all data and submits the County Assessor's mandated annual reports to New Mexico Property Tax Division and the New Mexico Department of Finance. Helen started during a tumultuous time when the Assessor's Office was transitioning from the Real Ware software to our current Tyler software. Having to learn the Real Ware system before Tyler was fully functional was not easy. Helen not only learned the Real Ware system, that we continued to use for six months, but also trained on the use of the Tyler programs, at the same time. Helen almost single handedly with some technical support from Tyler and Crystal, was able to decipher the new software, but also assisted Tyler by discovering and pointing out areas that needed to be reprogrammed to assist all New Mexico Assessor's Office's that use the Tyler software program. She also has been able to assist other departments within this building with Tyler usage. Additionally, a CAMA person is not required to take appraisal classes, but Helen has elected to take those classes and has already taken two, completed and passed. This was to increase her understanding and learning of the appraisal process to better understand the relative nature of all of our processes in the Assessor's Office. Her intelligence and dedication to current and correct data integrity makes Helen an invaluable employee to the Assessor's office. I'd like to thank Helen for your contributions and congratulations on your accomplishments in this short two years.

E. ASSESSOR: Employee Service Pin: Crystal Garcia-Salas (10)

Linda Gallegos-Chief Deputy Assessor: Crystal was hired to work with Torrance County as a float clerk ten years ago in October of 2013. She was initially placed at the Project Office Assistant as a facilitator for the TOP program, which is known as the Teen Outreach Program. Working with teens ages 12 to 18 from the

community in areas of teen pregnancy prevention, life skills and knowledge, and was also certified through the New Mexico DOT to distribute and install safety seats. Crystal was later placed in the Assessor's Office; Betty Cabber was the Assessor at the time. Crystal stated that she was intrigued by the functions of the Assessor's Office and was interested in obtaining as much knowledge as possible in this area. Mrs. Cabber saw Crystal's potential, so she asked her if she'd be interested in taking classes and handed her the 101 Fundamentals of Real Property Appraisal curriculum. Crystal took on this challenge, accepted it and took the course. Classes are four days of what equals out to a semester's worth of training and then take a test in five days and you're expected to pass that exam in order to get your certification. With the support and training of several coworkers, she became a state certified appraiser in a short two-year period. It usually takes at least four years or more to accomplish that. She has since progressed to her current position as the Senior Lead State Certified Appraiser overseeing the appraisal department, which consists of knowledge of all valuation of the properties in the county, including analyzing sales and the market for determination of fair, equitable, current, and correct assessments. She is responsible for the planning and implementation of the Annual Reappraisal Plan and leads her staff through guidance and training. Crystal was also instrumental in the software conversion process as she stepped up to assist when our office didn't have a CAMA Specialist at the time. Crystal, thank you for your contributions to the Assessor's Office and congratulations on your accomplishments.

F. DISPATCH: Employee Service Year Pin: Ben Daugherty (20)

Janice Barela-Madam County Manager: I am honored to give this 20-year service pin to Ben Daugherty. He has also served in the Volunteer Fire Department. He has been amazing to work with during the time that I've been in the Manager's Office, He is very good at what he does, both administratively and on the floor, working with his staff. I know first-hand instances where he went above and beyond to actually care for the dispatchers that are under his watch. It's not uncommon for him to sit on the floor with them, even when they were better staffed and actually helped them through difficult calls. With how short staffed they are, he's not only taken on the role of the Night Shift Supervisor, he also is dispatching full time. On top of that, he is also in charge of the IT for dispatch. He

plays a lot of roles. Ben does each one of them exceptionally well and we are honored to have him here in Torrance County. I know that he's part of a tier one and can get out of here in five years, he may be looking at that as his end goal. To have him stay longer would be great. He is a wealth of knowledge and we're very honored and blessed to have him as we are continuing to try to recruit people into dispatch, he will have an impact in their training with his influence and his experience.

Ben Daugherty - 911 - Supervisor (Night Shift) Daily Operations: Thank you for the recognition, I originally started in 1997, left twice and came back. I would, however, like to take this opportunity to point out some things to think about. I don't want to use the word, problems, but I don't know another way to phrase it. Your comment about being tier one actually plays into it perfectly, even though it wasn't planned. I would like to know what you think about, when it comes to Dispatch, what are we? I'm tier one, a 25-year retirement plan, but because I'm considered clerical, by Torrance County in the state of New Mexico, I'm 22 years from retirement age. When it comes to a snowstorm, bad weather, losing power, no heat, or air conditioning, we're considered Emergency Services and have to be there. It's kind of confusing. I, for one, would like to see something happen to clarify that. I know it's not just here, it's at the state level, but it has to start somewhere. The other one that I greatly apologize for bringing up today is, payroll was discussed back in July. It's very nice to stand here and get a 20-year service award. However, five, six months ago, it literally felt like a slap in the face when half of our department was given one raise and those of us with 15- and 20-years' experience were given 50% of that. I bring it up here in public and I feel bad doing it, but we have tried to reach out through normal means, and I've gotten no response back. Thank you for your time and listening. Thank you very much for the recognition. I do appreciate that. I'm sorry.

G. MANAGER: Employee of the Quarter: Arely Cuevas

Janice Barela-Madam County Manager: Every quarter we ask for nominations from the staff who they believe should receive Employee of the Quarter award. We ask for some staff members to look out for these going above and beyond what their regular job duties are. We received quite a few nominations. I'm excited to present Arely Cuevas with the quarter award for taking on extra work during this quarter. We currently have a vacancy for another custodian. Arely has been split between two positions. We do have that position open. If anybody's willing to put

in an application, we would appreciate it. She did so willingly. She saw where there is some areas that needed improving, particularly here in the administrative building. Arely asked for a chance to get this in tip top shape before you bring somebody else in. That's the kind of attitude and work ethic Arely brings to her position here in Torrance County. It's not just this one instance. It is over and over again in all of her buildings; she always has such a smile on her face and a positive attitude no matter what she's doing or who she's talking to. She has this with every encounter that she has with the public or with us here in the staff. If you reach out to her for anything she's always willing to help. She'll drop whatever it is that she's doing, and she gets things done, quickly. For all of that and much more, thank you for everything that you've done through the years. I know this can be a very thankless job. We can certainly tell when someone's not doing the job of custodian, but you do it so well that we become so accustomed to that work ethic that you have. This is a great opportunity for not just administration to say thank you, but the fact that so many of your coworkers have acknowledged and shown appreciation for this says a lot.

6. BOARD AND COMMITTEE APPOINTMENTS: None

7. PUBLIC COMMENT and COMMUNICATIONS

Linda Jaramillo-County Clerk: We had our Regular Local Election yesterday; it was a good turnout. The Early Voting and Absentee were a little slow, but that was expected. I want to thank everybody in my office, Sylvia Chavez, my Chief Deputy Clerk, Senaida Anaya, Bureau of Elections Administrative Assistant, Genell, McKenzie, Sam Chavez, and Kevin Pham, who are my techs and all my precinct workers, they did an excellent job. Yes, we had some ups and downs, and some mistakes were made, but that's part of running an election. It is such a complicated process. We had write-in candidates in Mountainair for municipal judge, two write-in candidates in Willard, and two write-in candidates here in Estancia. Those are not in this report because we have to qualify them. We should be able to complete the qualifying of the write-ins today, that will change the report. Everybody did such an excellent job, were helpful and followed my

direction. Yes, I am a little rusty from not running an election for three years, it was kind of a learning process because the election laws change all the time, I had to get familiar with all the new laws and everybody was really patient with me because I kept questioning everything. I have to get back to canvassing this election. Thank you.

Ariel Prado – Director of Civic Engagements for Innovation Law Lab: I'm going to start with a quote "There is such a thing as integrity. Some people are noble. There is such a thing as courage." The terrible thing is that the reality behind these words depends ultimately on the human being. Meaning every single one of us believes it to be real. The terrible thing is that the reality behind all these words depends on choices one has got to make. Forever and ever every day. In addition to being Law Lab's Director of Civic Engagement, I'm an accredited representative with the U.S. Department of Justice. Before I stepped into my current position, I spent over seven years providing legal services in immigrant detention centers in rural Texas, Georgia, Louisiana, California, and New Mexico. I have seen time and again how people in power in rural communities and this is not meant to be about the folks in this room, but it is a thing that is incentivized in rural communities with immigrant detention centers. That there's an incentive to ignore human suffering or to deny human suffering and human rights violations because there's a need to focus on tax income and jobs that can come with the federal funds that come in. Now in my role as Director of Civic Engagement, I work with people in these communities around detention centers to develop shared visions for thriving communities and economies that might meet the needs of the people who live there. I hope to design outreach projects that encourage people to consider the things they love about where they live. The challenges that they and their loved ones face and to imagine how their communities might change in that. To consider how they might survive and even thrive without relying on an industry of suffering. In talking with Torrance County residents, I've learned what is likely obvious to you all. That many feel conflicted about the continuing existence of a jail. On the one hand, the jail funded with our federal tax dollars, brings money and jobs to Estancia in the county. On the other hand, there's discomfort with the frequent reports about conditions inside the jail. I've been humbled and inspired by the warmth, hospitality, patience, and the thoughtfulness which the residents of Torrance County have engaged in this conversation. A few weeks ago, my colleagues at Innovation Lab, along with the ACLU of New Mexico, the New Mexico Law Center, Immigrant Advocacy Center, Santa Fe Dreamers Project, and Viva, a group of volunteers who spend one Sunday out of every month going out to the Torrance County Detention Facility or the Cibola Correctional Facility. They

submitted a letter to this commission asking you not to renew the ICE contract for the Torrance County Detention Facility when it expires in 2024. My colleagues who wrote that letter have collectively spent thousands of hours working with people out of the county, and they have dedicated themselves to understanding humanitarian crises in countries around the globe and then supporting the people who flee those crises to seek asylum in the United States. When people seek safety from persecution in the United States, they are met with a system designed around the principle of deterrence. I have these reports that I'd be happy to share. But the idea of deterrence is that you make the consequences worse than the situations that people are fleeing. If the situation here is bad enough, they'll tell their family members it's not worth coming. We saw that, for instance, when Kamala Harris, went to Guatemala and told people, don't come. The border is not open. It was an attempt to tell people who are considering leaving their homes and their families and everything they know and left behind, that the U.S. is not a safe place for them. To me the consequences of seeking safety here are worse than the reasons that would drive the family to leave home and everything they know to travel across the globe to a place they do not know to seek a better life. I'm here because Torrance County has become one of the places that is used to discourage people from seeking safety in the United States. There are not enough attorneys for everyone held at the Torrance County Detention Facility. It is designed with that in mind. There are not enough legal visit rooms for everyone.

Ryan Schwebach – County Chairman: We have a two-minute rule are we getting close to wrapping it up?

Ariel Prado – Director of Civic Engagements for Innovation Law Lab: There are not enough legal visit rooms for everyone who are held at the Torrance County Detention Center to have a chance to meet with an attorney, even if they had one. Even if it were possible to triple or quadruple the size of the legal service organizations who helped write that letter, there would not be enough attorneys for every person detained by ICE at the Torrance County Detention Facility. This being so, my colleagues do what they can, to help as many as they can, to understand expedited removal, a screening process with a complex set of legal standards of events. The Torrance County Detention Facility more often than not, entails a telephone interview in a room with approximately 18 other men simultaneously conducting telephonic interviews about their reasons for leaving their homes and seeking safety in the United States. Over the past year, my colleagues have worked with men after their interviews and learned that they were terrified to admit to a stranger on the phone in a room full of 18 strangers that they had been raped before they fled their homes, or that they were afraid to admit that they were threatened by police for being gay.

Ryan Schwebach – County Chairman: Your time is up.

Ariel Prado – Director of Civic Engagements for Innovation Law Lab: Two more sentences. I would ask, I guess in that letter we did ask for a meeting with the commission to discuss our work and also to understand what your vision for the county is and what it looks like for Torrance County to thrive and survive without the detention center. So we appreciate a response. We know that you are good leaders, strong men, and we very much like to hear from you about what it looks like to move forward. We are in touch with the people in the detention center and we want to be in touch with the people in the county.

Samuel Schropp-County Commissioner: Because we're a three-person commission, we don't get to discuss these things. I am currently writing a letter in rebuttal to the request by these folks, which I will pass on to the county manager. However, it's appropriate for us all to agree on what the positions I present in that letter is, what I will be bringing to these NGOs.

Albert Beckwith - Resident: This is directed to the Chief of Police. We are part of Torrance County, yet we have no police action in our neighborhoods. We have people that are carousing around all night long, breaking into people's property. As a person who cares about my neighborhood, I'm one of the people that's willing to stand up for it. We have a Sheriff who lives in our community, but yet we're not getting any patrol. We were promised years ago by the previous Sheriff they would do what they call a close patrol. It never happened. We're still waiting. We have a senior center that's not open. The only time it's open is when we go and spend our money to eat a meal. Seniors can't go and play pool, we can't go and read a book, the place is closed, constantly. I offered our Sheriff, that I would be a volunteer to keep it open so senior citizens have a place to go during the day to hang out together. There's nothing there, no theaters, nowhere that we can go to but a senior center. It is only opened once a month, that pays the bills for that place, but yet it's never opened. It's a good meal, there's good music, dancing afterwards, but it's never opened. Why have a building that we are paying to keep open, but we're not able to use it. It's not utilized by us veterans and seniors. We don't understand why. I met with a lot of people in my neighborhood, we look out for each other. This creeping around in the middle of the night is going to get someone hurt. You can't be breaking into people's businesses. You can't be stealing their equipment. You can't be opening gates and walking through like, you know, the people that are there when you don't know. I have pitbulls, if somebody is in my yard, they're going to get bitten. If we had an officer just once in a while to pass through there to let them know that somebody is watching other than us locals. We veterans have

had all we're going to take, if we're not going to get any help, it's not a threat, we will stand for our country. I'm not going to back down. These people that are coming here, God bless them. If it was worse in their country or maybe they came to a country where people like myself fought for, for the freedom that we have. Yet we asked for a few things to be done that we don't get it in return, like police presence in the neighborhood where we have a lot of people that are undocumented. We don't know if they have COVID, AIDS, we don't know anything about them, we're unprotected. We're out there by ourselves and we're told not to do anything because they wouldn't have to come and do their job. If somebody is on my property, they're in trouble. I will do the job for them. They told us we were unincorporated. But now, with the influx of people that we have, we should be incorporated. If you're allowing all these people to stay here. We have over 1400 people living in McIntosh. Why are we not getting any outside assistance? Thank you.

8. APPROVAL OF MINUTES

A. COMMISSION: Request approval of minutes of the October 25, 2023, Regular Meeting of the Board of County Commissioners.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve minutes of the October 25, 2023, Regular Meeting of the Board of County Commissioners.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes: **MOTION CARRIED**

9. APPROVAL OF CONSENT AGENDA

A. FINANCE & PURCHASING: Request approval of payables.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve payables.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE:
None

11. ADOPTION OF RESOLUTION: None

- 13A heard here on audio.

12. APPROVALS

A. COMMISSION: Request approval of Consent and Crossing Agreement dated October 31, 2023 and Mutual Non-Disturbance and Cooperation Agreement dated October 31, 2023, between El Cabo Wind LLC, La Joya Wind LLC, Pacific Wind Development LLC, SunZia Wind North LLC, and Torrance County, New Mexico, in connection with the County's interest in the Indenture and related agreements dated as of December 17, 2015 by and among Torrance County, as Issuer, El Cabo Wind Holdings, LLC, as Purchaser, El Cabo Wind LLC, as Company, and BOKF, NA, as Depository, securing certain Taxable Industrial Revenue Bonds (El Cabo Wind Project), Series 2015 in the maximum principal amount of \$575,000,000.

Jeremy Turner- Director of New Mexico Project Development Pattern

Energy: Torrance County issued IRB's, the Industrial Revenue Bonds to finance the La Joya projects in 2015. Torrance County takes control of the real estate, the same thing that Torrance County does with Pattern's IRB and that we've been working on for over the last several years. This project is to reach the northern part of this project and the over 1200 megawatts in the north, that we just described on Sun Zia Wind North, we have to get our generation tie line to collect that power through Avangrid's real estate, through the El Cabo and La Joya projects. What is

in front of you today is a request. We've reached an agreement with Avangrid to allow us to locate that transmission line and route it through their wind farm. All that is in front of you today is a consent as Torrance County, as the IRB issuer and holder of that real estate and title actually has to provide consent to that agreement. This will not impact El Cabo or La Joya's turbines. We are not taking any of our Avangrid turbines out. We are routing around the project that we will be constructing the generation tie line through our Avangrid properties, which Torrance County holds titles through the IRBs.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Consent and Crossing Agreement.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

B. PLANNING & ZONING: Appeal of Planning & Zoning Board decision at the October 4, 2023, Meeting to deny (no action) Summary Review: Create Type 3 subdivision at Parcel C, Located within the NE4, Section 24, T.9N., R.8E., NMPM. (Public Hearing)

Action Taken:

Ryan Schwebach – County Chairman: Motion the move into public hearing.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

Michael I. Garcia-County Attorney: This is one of those Quasi-judicial matters where you are the judges by law to facts. This has to do with a request for a summary review of a subdivision. Mr. Oden is here to explain and discuss his appeal. The reason for the appeal was that at the Planning and Zoning Board, there

was a tie vote, which basically means there was no action. Mr. Oden comes to the podium. Raise your right hand. Do you swear to tell the truth?

Tim Oden - President and Manager Oden Associates: Yes. Oden Associates is the registered agent for Mr. Tate. His application is to take a 40-acre piece of land off Martinez Road, just outside city limits in Moriarty. Take that and make a subdivision of four five-acre lots and the 20 acres left in back of the 40 acres. One of the adjoining landowners felt like more time is needed to consider how this might impact him. More than the 30 days that the application had been submitted. They were a little bit sympathetic to that and they felt like they should be given more time however the Planning and Zoning Ordinance does not allow that. They come here because of two-to-two split. I think you've alleviated that two to two split on the fifth member. He's doing his homework, he's reading the ordinance, and getting up to speed.

Kevin McCall – County Vice Chairman: Is there a zoning change?

Tim Oden - President and Manager Oden Associates: No zoning change request. It is RR rural residential.

Ryan Schwebach – County Chairman: What was the original request?

Tim Oden - President and Manager Oden Associates: Take 40 acres and divide four five-acre parcels off of Martinez Road and 20 acres behind it.

Ryan Schwebach – County Chairman: This is something that has to be done for any subdivisions of this nature to come before Planning and Zoning. There's no other reasons for them to deny it.

Donald Goen-County P & Z Director: As stated in the minutes the application was in compliance with the county ordinance and with the subdivision regulations. The application was in order.

Michael I. Garcia-County Attorney: Is there anyone that wants to speak for the application or if anybody wants to speak against it. Anybody online.

Donald Goen-County P & Z Director: No one is indicating a desire to comment.

Ryan Schwebach – County Chairman: There's nobody else who wishes to speak upon this matter.

Action Taken:

Ryan Schwebach – County Chairman: Make a motion come out of a public hearing to conclude this public hearing.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

Action Taken:

Ryan Schwebach – County Chairman: Motion to grant the application.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

C. FAIR BOARD: Request payment to Stacy Harral for Fair Board services beginning August 9, 2023, to include helping new Administrative Assistant (contract employee) during and after the Fair. A purchase order was not in place for this expenditure. (Deferred from 10/25/2023)

Marcie Wallin – Fair Board: I was asked to provide detailed information as to Ms. Harrel's duties, as well as meeting minutes, provided in your packet.

Ryan Schwebach – County Chairman: What did we approve on when we were doing this transaction? Didn't we put an amount for a secretary.

Marcie Wallin – Fair Board: There is an amount for Administrative Assistant \$550 a month.

Ryan Schwebach – County Chairman: What we're asking was for training of the Administrative Assistant. Is that correct?

Marcie Wallin – Fair Board: Not only training, but it's also compiling the auction results to be turned into the county for the Purchasing Department for processing and payment. She worked 55 hours \$13.63 an hour total \$750.00.

Ryan Schwebach – County Chairman: Did we talk about having a second assistant during fair time when we approved this money for these assistants?

Marcie Wallin – Fair Board: No. We have a list of Administrative Assistant duties that were provided to the county for employment purposes.

Ryan Schwebach – County Chairman: This is a one-time situation. I'll be honest, it's after the fact, it wasn't planned. \$750 for the course during the fair, when we've been paying \$550 for a monthly fee for this position. I feel it's after the fact. I'm not saying the work wasn't done. I don't understand why it wasn't brought up prior to committing to it.

Marcie Wallin – Fair Board: I'll take responsibility, but they are far enough ahead that the new Administrative Assistant would definitely need assistance, no one on the board has done that particular work of compiling all the information for

the Purchasing Department. It needs to be done for the county. The county has never done the receiving and the billing. They took over the monetary responsibility at the sale and we provided the other information. The resolution wasn't in place for an Administrative Assistant.

Janice Barela-Madam County Manager: The county had entered into a contract with her previously, and not only her, but her sister, Brady, have done this type of work under contract. It was not at the payment of \$550 at that time, It was \$500. She had previously done the work and had been paid for it.

Kevin McCall – County Vice Chairman: I asked in the previous meeting as to what did the \$550 administrator do to either assist or augment in that \$750. That question still stands.

Marcie Wallin – Fair Board: She helped the new administration with preparing white sheets for each species, and how to take the waste and enter it so that it was compiled in a timely manner. Preparing schedules for each show and prepare separation. She took over any fair board member having to give direction. To make sure that the Administrative Assistant knew, in a timely manner, what was expected of her.

Samuel Schropp-County Commissioner: A problem I'm having here is all of these questions that Commissioner McCall has brought up should have been taken care of before the fair and the proper paperwork turned in. There is no doubt that that work was done, and we owe her that money. The hang-up is how this has come to us after the fact.

Marcie Wallin – Fair Board: I admitted I failed to ask the Administrative Assistant to turn in the requisition. That's what I've done from the get-go, is either submit the requisition if we had no Administrative Assistant or ask that the Administrative Assistant/Secretary return a requisition and it was my failure to do that.

Kevin McCall – County Vice Chairman: As I read the minutes, it wasn't a unanimous vote. It was a three for, two against. There were two that didn't quite see eye to eye. That the amount should be more than the Executive Assistant.

Marcie Wallin – Fair Board: The sale information compiled by and working the sale. The Administrative Assistant did start the process of learning it. I don't think the taxpayers don't appreciate a mistake on my part. They really wouldn't like a mistake in the length of time and effort it takes to get that information out.

Kevin McCall – County Vice Chairman: Is there a commission off of that sale and were does it go, what is it used for?

Marcie Wallin – Fair Board: Yes, it is added to our line item, and used at the Fair Board's discretion.

Kevin McCall – County Vice Chairman: If the extra money was spent to conduct the sale. I think that's where it needs to come from.

Action Taken:

Kevin McCall – County Vice Chairman: Motion to approve payment to Stacy Harral for Fair Board services pay out of the 3% commission.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

D. FIRE: Request approval of Comprehensive Consultant Pharmacist Services Agreement between Torrance County and CPNMRX, Inc. dba Consultant Pharmacists of New Mexico, Inc. for providing consultant pharmacy services for Torrance County Fire Department to include Emergency Medical Services.

Hanna Sanchez – Acting Fire Chief: I'm requesting permission to enter into a services agreement with Consultant Pharmacists of New Mexico. I have hit a roadblock with the current pharmacist that we have on contract. I am unable to get a hold of her. Our quarterly inspections have not been completed per PRC regulations. I have a massive overflow of expired medications that I need to have discarded, that include narcotics. The current agreement that we have with Casey West of Mountainair Medicine & More are to pay her \$500 quarterly a year. She has not submitted an invoice since we came into that agreement in 2020. I contacted Consultant Pharmacist in New Mexico, they're asking for \$1,614.37 to be paid quarterly, which would be \$6,457.50 a year.

Ryan Schwebach – County Chairman: Why the big jump from \$500 to over \$1,600?

Hanna Sanchez – Acting Fire Chief: It depends on the services that we receive. Since we give medications to include narcotics, we have to have reviews done by our pharmacists that they have to document within our image trend. The last PRC inspection I went through, none of that documentation was inputted. I got negative marks based on our pharmacist in the way she was conducting business with Torrance County. It is my recommendation that we enter into an agreement with a pharmacist that we know conducts services for other places in New Mexico, and they come out quarterly, giving us all the services that we need at the standard of the PRC. Medications have to be checked by our pharmacist to include expiration

dates, amounts, to make sure our accounts are correct. I can't sit here and honestly tell you that that's been done when I do see our current pharmacist. I had her come in to sign my renewal for our EMS service license. I found out that day that she came on November 1st. She backdated my application to October 31st and her pharmacy license expired that day. So therefore, I can't submit my application for renewal for our EMS services. We are not in compliance. If I don't have a pharmacist, we cannot administer any medications. So this proposal was to take effect December 1st, 2023.

Kevin McCall – County Vice Chairman: Was there a breach of contract on her side of services rendered or provided?

Janice Barela-Madam County Manager: There is a scope of work in there that is expected, and certain things will be done at certain times. With her not completing those items, I would say she was in breach of the contract or agreement.

Kevin McCall – County Vice Chairman: They have an obligation, and their license is on the line. I want to make sure that we report that.

Hanna Sanchez – Acting Fire Chief: At this point the PRC is aware.

Janice Barela-Madam County Manager: We haven't paid for any services. She has not billed us. Oddly enough, it seems that we have not been billed for many services with emergency medical services. Our medical director previously had in there that he would bill regularly. We never received any.

Samuel Schropp-County Commissioner: It hasn't happened yet but is there going to be some problem going forward with our credentialing, because these folks are doing things slipshod.

Hanna Sanchez – Acting Fire Chief: It could hinder the services we provide. At that point, we cannot administer basic medications. It will be like a first aid unit.

Ryan Schwebach – County Chairman: This is not the first time we've had issues. We have an on-call Medical Doctor and pharmacist for our paramedics. Tell me about this company. What makes them different?

Hanna Sanchez – Acting Fire Chief: In research that they provided me, they provide services to Roswell, Santa Fe County, Taos, and a few others. In talking to these places, it sounds like they make schedules where they come out regularly. They have a red, white, and blue program, which is a software program, where if we get, say, 20 vials of fentanyl, I can put it into the section of that red, white, and blue system, and it helps them keep track. So that would keep everything for us on our side along with theirs. Rather than just me keeping the accounts. It's always better to have more people looking at what we're doing. One correction. I notice that, they have their math off, it states \$6,456.59 it should be \$6,457.50 with GRP.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Comprehensive Consultant Pharmacist Services Agreement.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

E. DWI/GRANTS: Request approval of FY 2024 Community DWI (CDWI) Grant Agreement. (Approved by Grant Committee)

Amanda Lujan - Grants Administrator: I am presenting the community DWI Grant Agreement for a total of \$1,857 from the New Mexico Department of Transportation. We applied for it, and it comes from fees that are imposed on convicted drunk drivers. This is from the DWI funding we get every year. The whole budget is allocated for commodities which are used for outreach events, etc.

Kevin McCall – County Vice Chairman: Is this a set number every year or is it just broke out across 33 counties?

Tracey Master-County DWI Program Coordinator: The amount of \$1,857 is this year's allocation. It does vary every year. Everyone who's convicted of a DWI is assessed a prevention fee of \$75. However, they don't always pay the \$75 or they don't always pay the full amount of the assessment, which is why that number \$1,857, is not divisible by 75. We receive the money not based on the assessment but based on the collection. For example, if there were ten individuals who were assessed to the \$75, they would be assessed \$750. But if they only paid \$300, then that is what we would get. We only get it based on the collection, not the assessment. It is based on the collections of the individuals who were convicted of DWI and Magistrate and the Seventh J.D. in Estancia.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve FY 2024 Community DWI (CDWI) Grant Agreement.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

F. SHERIFF: Request approval to pay prior fiscal year invoice from Eye Associates in the amount of \$192.00 for inmate appointment on 5/6/2022.

Cheryl Allen-County Sheriff Executive Assistant: I received this invoice from Eye Associates for an inmate. It was \$192 for an appointment on May 6th, 2022. This one is prior to my working at the Sheriff's Office, and there was no current record of this invoice when I started there. I don't know if it was an oversight from Eye Associates, but they did discover this. I looked into it, the inmate that had the services provided was in our care on that date and would therefore be entitled for the payment of the medical bill. I also checked with finance, and we confirmed that this payment had never been made. I request that your permission be given for us to pay Eye Associate this \$192. Eye Associates sent me an invoice at our office.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve payment for prior fiscal year invoice from Eye Associates in the amount of \$192.00 for inmate appointment on 5/6/2022.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

G. SHERRIFF: Request approval to pay prior fiscal year invoice from Manzano Medical Group in the amount of \$803.68 for Deputy Alderete's pre-academy physical.

Cheryl Allen-County Sheriff Executive Assistant: On November 29th, 2021. The deputy was going through the hiring process with Torrance County and was sent for this pre-employment pre academy physical. At that point in time, he was not hired by the county. We do not know exactly the reasons. Again, this was with the prior administration, it had been brought to our attention by Manzano Medical

Group that this had never been paid. It was during our process of going through hiring this particular person. This is an expense we would be responsible for but had not been paid.

Ryan Schwebach – County Chairman: What kind of physical are we getting for \$803.00?

Stephanie Reynolds-County Undersheriff: The type of physical that is required by the state of New Mexico is invasive. They check your heart, sugars, and a full on invasive medical examination of the person's body to make sure that it can withstand the job of law enforcement.

Ryan Schwebach – County Chairman: Stress test was done. A four-hour physical, not a 30-minute visit. Does that happen frequently that we pay for a physical and then don't hire them?

Stephanie Reynolds-County Undersheriff: It shouldn't. I don't know if this individual pulled his application at that point. That's plausible as well. It should not be regular practice. It's not something that you would see often.

Action Taken:

Kevin McCall – County Vice Chairman: Motion to approve payment for prior fiscal year invoice from Manzano Medical Group in the amount of \$803.68 for Deputy Alderete's pre-academy physical.

Ryan Schwebach – County Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

H. FINANCE/PURCHASING: Discussion and possible approval of reimbursing Tajique Mutual Domestic Water for their \$6,550.00 payment to A and S Enterprises Inc. for installation of new Isaacs Radios for Well Control via Tank Site. Commission approved ARPA funds for this project; however, purchase order was not in place prior to beginning the project, nor prior to payment being made.

Toni Lowery-Chief Procurement Officer: I am working with all four land grants to get those ARPA funds that were approved in May, dispensed appropriately. Tajique responded quickly and got the work out there before anything had been

discussed. I talked to them about the protocol going forward, they understand that they need to get a purchase order in place. They had already had the work done. They had already paid this vendor for this work. I've submitted the documents in the packet that show the check that they wrote and because it had paid out.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve reimbursing Tajique Mutual Domestic Water

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

- I. MANAGER:** Request approval to hire a DWI Coordinator early to replace current DWI Coordinator upon retirement at the end of 2023, allowing training opportunity for continuity of services.

Deferred

13. DISCUSSION

- Heard after 12A on audio.

- A. COMMISSION:** Update on SunZia Wind and Transmission Project.
(Jeremy Turner)

Jeremy Turner- Director of New Mexico Project Development Pattern

Energy: We have been in front of the commission for the last several years, not only the Western Spirit Wind Projects, but also Sun Zia, which is the next development that we've been working on. We are in full construction. A quick update on where we are at, status of the project, when we will be done with construction and some of the key statistics. Sun Zia Wind is broken up into two portions. Sun Zia North and Sun Zia South and amongst those are ten different

zones, there's three in the north, seven in the south. The reason for that is the Department of Defense has a number of military flight paths in the area we are working on, protecting those military missions, the economic impact, and the defense that they bring for our country. We want to make sure that we are not impacting that. There are 916 turbines, split up between the north and the south. About a third of that is up in the north with the remaining two thirds in the southern part of the county. What you are looking at is about 662 miles of access roads that will be built throughout this project, those are access roads that go through each of the individual properties as well as to the specific turbines. On the underground cabling, there's over 2000 miles of underground cabling that will be shared throughout that project. Most of this is up in the southern part of Torrance County as well as this northern portion. We are well underway right now across those zones, clearing and dropping activities in zone one and two in the south. We will not be up here in the northern portion of the project until 2024, but at that point we will start development and full construction work. It is about 90 miles long stretches from north of Clines Corners, almost all the way to Carrizozo. There's over 100 miles of 345 KV transmission line spread out across that 530,000 acres. Torrance County is most interested in is the 317 new turbines that will be placed here for a total megawatts of over 1300. We will not really be underway in this northern part of the project area until next year, until about April 2024. What will happen at that time will be heavy civil work, all of your access roads, all of your clearing and grubbing activities, then we will start on foundations. We will not be done with this until Q1 of 2026, and that will be for this northern portion. Right now we have around 500 workers in the area. We will ramp up to over 1000 and that will be split out across the entire project area. On Sun Zia transmission, this is how everything is interconnected. You've been working and hearing about it for the last 20 years, and that's almost what it will take. The project was originally conceived in 2006. We've been going through federal permitting since 2008. That has all now wrapped up. What it does is it allows for the injection of over 3000 megawatts, 3500 megawatts into the system to be transported from New Mexico into Arizona. It's 553 miles long. This will have almost 2000 lattice structures. That's predominantly what it will be because it is 500 kbdc line. It is heavy line. DC is better from a long-haul standpoint, but you are limited to the number of points of interconnect. On an AC system there are substations that can be developed throughout that AC system. That's what everything is run off of here. You can build one on a 500 KV for probably \$18 to \$20 million or \$22 million. The converter stations are significantly more. They are anywhere from \$350 to \$400 million. That's why you have one on ramp, one off ramp on a DC line. There is almost virtually no line lost on the DC line. You're around 3% to 5% at most. On an AC system, you're closer to a 7%-to-8%-line loss, plus you have half the

carrying capacity. For an equivalent 500 KB AC line, only 1500 megawatts would be able to flow on that system as opposed to the 3000 that's being developed here. We will finish the transmission system ahead of the wind. The main reason for that is because it is high voltage DC line. It takes longer to fully commission and have it up and running. We will finish in late 2025, remember the wind farms will not be done until early 2026. This allows for testing and fully commissioning another line. This is integrating 3000 megawatts of power into the AC system in the Western U.S. Interconnecting in Arizona and sending that power to the Western markets. After working on this for over six years on the transmission side and on the wind since 2016 when we started work in the area, we are fully underway. We are fully mobilized on the HVDC station. There's one on each and there's one here in Torrance County and one in Pinal County out in Arizona. We have 274 workers on site right now. There will be two ballot halls. Foundation work appears complete. We are laying rebar this week to pour the slabs for all of those buildings. At the same time, this is just on the HVDC station, on the switchyard side that brings in power from the wind farms before it jumps the fence and makes the conversion to DC. We've already started all of the prep work on that as well. On the west converter station, it is just slightly behind. That's the one out in Pinal. We are starting on Belle Hall one. Those actually are being poured this week. Belle Hall two will be over in the next couple of weeks. We are probably about a month behind on the West Station. That's not behind in the project schedule. This is fully what we were anticipating. It's just how it's lining up. On the transmission line, we have almost 300 workers spread out across nine crews in between New Mexico and Arizona. We started work in October primarily on plants salvage and civil work. We have already dug the first foundations for the transmission line in Arizona, and that work is under way. The plant salvage is really focused in Arizona, where we have a requirement to collect plants and native species in the area and relocate those that are feasible to outside the perimeter. We don't have an endangered biological species here in New Mexico. That same requirement is not translating, as I said, first foundation port in Arizona, and we are heavily underway in New Mexico on the south winds farms, this is where we are starting over 143 workers on site. This is clearing and grubbing activities on zone one. We are almost done with that. We have done the first foundations already and we will start pouring foundations in December and will start receiving turbine deliveries in April of 2024. Most of those are shipped in parallel at the Pinal station and then from there they are transported by truck down to the project site. When you get a chance to look at the map, it will go in that area in the south from zones one through seven and then up in the north zones one through three, it will follow the path on the north we have not started. On the next slide is really a picture of what it looks like just off of Torrance County Road right now. This is the HVDC converter

station. Off to the left is what the station will look like. The two buildings are the two DC Val Hall buildings. Those will be seven story buildings. At the far end of that is the AC Switchyard where all that power is coming in before it jumps the fence to the DC side. One of the laydown yards is an operations site for right now where we are starting to get material and people in place for the construction. These roads are roads that will remain in place not only for operation, but also the landowners, so that they are fully able to be utilized. We will maintain those throughout the life of the project. I wanted to give a couple of statistics, and really thank the commission and Torrance County, the administration, all of the staff for all of the work over the years. This is a historic project and Torrance County should be proud of that. We appreciate the efforts. The Hoover Dam is about 2080 megawatts. We are over 3500. This is over a third larger than that, if you put Hoover Dam in today's dollars, it would be about a \$2 billion construction. This is a \$10 billion, between the wind and transmission, this is significant. What is overlaid? We are headquartered out of San Francisco. The project is overlaid over the San Francisco Bay area, and it is substantially larger and where we are headquartered at. This is a historic project. It will be the largest wind farm in the Western Hemisphere. It is by far the largest investment that's ever been made in clean energy infrastructure. We are grateful for the work with Torrance County because without your support and help, we certainly would not have gotten to this stage. I'm happy to answer any questions but appreciate the opportunity to give you just a few minutes of an update.

Samuel Schropp-County Commissioner: Of interest to people here in the county. You mentioned numbers of people coming in to work on these projects. Are they able to find housing or RV park, a place to stay?

Jeremy Turner- Director of New Mexico Project Development Pattern

Energy: Yes, it's a little bit of both. Most of those will travel in for the construction period and live in some RV parks. There will also be a lot of folks that stay in hotels because we don't have the infrastructure here. We know through Western Spirit we had about 1500 workers on site, and they stayed all the way from Santa Rosa, all the way down into Lincoln County, down to Carrizozo, Capitan, Ruidoso and drove out to the site every day. Some of our long-term operators, we wanted about 100 full time jobs on this project, about 70 in the south, about 30 up in the north will be looking for full-time housing. We have talked a lot with some of the builders in the area, as well as with Myra from Estancia Valley Economic Development Association about housing for workers.

Samuel Schropp-County Commissioner: So there are economic opportunities for anybody that can pull it off. There is guaranteed money here. I've been out to Torrance Road extensively and found the road crews to be very cooperative, very

good people. I've had a chance to stand and talk with them alongside the road and find out that they're bringing their families with them here. The one blade supervisor that I was talking to his family, they move around the country and live in places like Torrance County and spend their money here. So this is a good project. Lot of opportunity for the county. There are good people coming here to do this work. Thank you.

B. SHERIFF: Discuss options to improve public access to Sheriff's Office.

Stephanie Reynolds-County Undersheriff: I requested this discussion to be had with you for your assistance in resolution for a complaint that I received. Cheryl and the Sheriff also have information that might be helpful to this discussion. I want to give you a lay out of all of the information that we have, including the complaint, and let you know that there are plenty of rabbit holes to jump down. I want to point them out. If there's anything, any hole that you want to jump into, just let me know. Otherwise, it would be a very lengthy conversation. The complaint that I got was from a few individuals who are questioning access to the Sheriff's Office. Our office, as you know, is located in the District Court building. We share the building with District Court and our District Attorney's Office. When you first walk into the building, you have your District Attorney's Office directly in front and there is a metal detector set up, depending on the court hearings of the day, it may or may not be manned. On the day that this complaint was brought to my attention, it was being manned. The individuals are not allowed to walk through without a search and seizure of their person. I think that it has also been brought before the commission before. I have a question as to what our legal liability may be. I know that our attorney and our Sheriff have had conversations about it. I don't believe we should have a search and seizure of somebody's person as they're entering our office. However, because of our location, it's almost necessary, unless there's an access point to the Sheriff's Office that goes directly into the Sheriff's Office. There are concerns by our office staff, how safe is that for them when officers are not there? I don't necessarily think that this is a weapons conversation. More so a conversation about the accessibility of the Sheriff's Office by our community. Are we legally infringing on any type of right by having them go through this scan to go in for a police report or to file paperwork etc. Because of our location being a District Court it does not only see felonies, high court misdemeanors, domestic violence, or custody hearings from Torrance County. We

also have court available to our sister jurisdictions and could be coming to this courthouse for a very high level, high emotion type of hearings. That is the reason behind the court's requesting this metal detector as you walk in.

Janice Barela-Madam County Manager: The Sheriff's Office is housed there because Magistrate Court used to be located in that area where the Sheriff currently is. They had Estancia Magistrate Court, and then they had one in Moriarty. At one point, whoever the Magistrate Judge was at that time decided that they were going to vacate here and have all of their hearings held in Moriarty. They used to have certain days that they would come to Estancia. Once that happened, at that point, the request came from the then Sheriff and was approved by the Commission to improve that area, to house the Sheriff's Office. They previously were housed out of where the early voting is now located. That was very small in comparison to the amount of space that they needed. This would better suit what they had need for to operate.

Ryan Schwebach-County Chairman: The main issue is that this is hampering how you want the Sheriff's Office to be presented to the citizens of this county? You want more of the ability for citizens to come in, meet with you on non-court type of issues.

Stephanie Reynolds-County Undersheriff: Yes, sir.

Samuel Schropp-County Commissioner: Where part of the conflict is coming up is the court entrance. Attorney General Balderas offered an opinion in Bernalillo County versus the Probate Court, the county admin building there has the Probate Courts on the second floor and the Probate Court prohibited the carrying of firearms throughout the admin building. Balderas said that they could control that second floor but not the rest of the admin building. In that case, the Probate Court and the bailiff had control of the second floor. In this case, because it's a common entrance, the District Court does not have control.

Ryan Schwebach-County Chairman: Is the space adequate?

Stephanie Reynolds-County Undersheriff: Yes.

Ryan Schwebach-County Chairman: It would be better suited if the Sheriff is not housed in the same building as District Court. It is two separate things and there needs to be such. I've never liked that location.

Michael I. Garcia-County Attorney: One thing to factor in is that the court probably can make its own rule regulating firearms if they're so inclined. They do in other courts around the state. We can't argue with the courts.

Ryan Schwebach-County Chairman: The problem we have is how to facilitate what we have for a Sheriff's Office. That is how we need to approach it. It's a non-issue with the courts. It's unfortunate that we're paying for one of the most inefficient buildings to heat.

Janice Barela-Madam County Manager: I have visited with the AOC, Administrative Offices of the Courts, their concern that was expressed to me was that this lobby area you have to go down to get to the Sheriff's Office leads directly into District courtrooms. Their view is very much part of what they are trying to have, which is security in that area, as people come in.

Ryan Schwebach-County Chairman: I think it's a non-issue. What we have before us is, one, the current structure, if we put a totally different entrance. Is it a good location? You know, just on the same lot as a court. Is that good or bad for the Sheriff's Office? Well, if we don't have the money for this then let's think it through. Your proximity to the Sheriff's Office to the courthouse to admin offices. How relevant is that because this county is a lot bigger than just Estancia.

Kevin McCall-County Vice Chair: Let me preface this comment with I'm pro-Second Amendment. I'm worried that you used the word earlier, high emotions, I think, in the Sheriff's Department you have high emotions. I worry about the safety of your secretarial staff. I don't see the problem in leaving your guns in the vehicle, even if you're going in and get a police report.

Stephanie Reynolds-County Undersheriff: That's the portion that I am not sure if we ask that of the community, are we infringing on any type of their constitutional right?

Kevin McCall-County Vice Chair: I don't know. I know in the Sheriff's Department there can be high emotion. I worry about you not having a Deputy in the office and the security of your staff. What do they feel? The last thing I want is there be a shooting in there, the safety of our staff is first and foremost.

Samuel Schropp-County Commissioner: In listening to the videos from the last three events at the Sheriff's Office, there has to be a clear delineation and a clear message set. What is being argued are esoteric points of law by people who do not have law degrees but are gumming up the works. So if we create a separate entrance for the Sheriff's Department where people can be buzzed in, it will address some of what you're concerned over, and it would put to rest these esoteric, sketchy legal arguments about where you can carry a gun and where you can't carry a gun. The Sheriff can then set his own policy as to whether firearms will be allowed in there. Then District Court will be consistent across the state with their policy that there will be no firearms in their portion. The first step, as I see it, is to provide the access to the Sheriff's Department and then enforce those rules where everyone that comes into the building. That's the end of that. It's not Second Amendment. It's not pro-gun anti-gun. It is the rule of law and how things should be done.

David Frazee-County Sheriff: I have some very serious concerns for the safety of the staff. We've come before you asking for bullet proof glass in the front. We weren't successful, but the staff is concerned, and they have reason to be

concerned. We have had death threats coming in on our telephones and threats of raping the girls in the offices, etc. We have a real concern with that. Personally, I don't have any problem with keeping the door that is closest to the Sheriff's Office locked and having everyone come in through the main door. I think its probably the most prudent thing to do, at least for a temporary fix, until we can find another building. I don't want to put ourselves in a situation where, as the complainant has indicated, it is a violation of their rights. If they come in the door, bypass security and they enter the courtroom, I have told my deputies, don't allow them. They're not allowed in the courtroom, but I don't have any teeth to sink into it. There is no law that tells me we can arrest them. That would be then dependent upon the court to come up with contempt of court judgment and then we will take them out based on that. I have been in contact with our lawyer, it's not going to be a simple solution. Coming to you for advice and guidance.

Stephanie Reynolds-County Undersheriff: This may be a costly resolution, that's why we wanted it to be a discussion. If we find that there is no issue, and we just need to make a decision and make that across the board and that is the final decision and that is also something that we will do. I don't want to put us as the Sheriff's Department or us as the county in any type of predicament to where we're opening ourselves up for a lawsuit. It was brought up by the Sheriff to renaming the building, not who it was dedicated to, but toward a courthouse, because then it's not a judicial complex anymore. It is now a courthouse where the court can make rulings as to how they want it run, and the Sheriff as well, for his portion of the building. We can easily put stickers on the doors. The door that he is talking about is directly in front of the Sheriff's Office. If you walk in through that door, you just have to make a little turn and you can walk directly into our office. However you turn the other way, and you have complete access to all of the courtrooms. On that door is a Sheriff's Department sticker, if we change that to emergency exit only or something like that, that may be feasible as well.

Samuel Schropp-County Commissioner: As law enforcement professionals, what is your preference? Then we will have to go to the County Attorney and get an interpretation or get a confirmation of what Balderas had said in Bernalillo County versus Probate Court.

Michael I. Garcia-County Attorney: It might be best to have a little discussion just offline, because there are different legal principles that are going to come into play and some of which are going to be hypothetical and maybe a little esoteric, maybe see what the plan is for the doors that the Sheriff's Office is thinking about changing. The New Mexico Bill of Rights and its protection about bearing arms, that's another factor that's different from how the Second Amendment works. So I'd be happy to do it. It's kind of interesting.

Stephanie Reynolds-County Undersheriff: Thank you for listening to what we have to lay out today. I think we have a direction to move, we will meet with our attorney and bring forward our findings to you again with maybe a little bit more information, thank you.

C. MANAGER'S REPORT

Janice Barela-Madam County Manager: We have some job openings. As you heard earlier, we are still looking for Dispatchers for a 911 Operator Communication Specialist. We have our County Fire Chief positions still open, as well as a Sheriff's Deputy, two positions, a Custodian, Janitor, Tax Specialist three in the Treasurer's Office, Code Enforcement Officer, Equipment Operator, EMS Lieutenant, and a Clerical Float position. To apply for those positions or to get more information on them. Please go to our web site, www.torrancecountynm.org. On the home page you'll see an icon there to click on this job opportunities. Torrance County Sheriff's Office has their open house Saturday, December 9th, from 5 to 8 p.m. The office will be open for a meet and greet with the sheriff, undersheriff, and deputies. Law enforcement partners will participate. These partners include representatives from local and state programs, courts, and the Torrance County Detention Facility. This will be a family friendly event where information about youth programs and drug and alcohol abuse prevention will be shared. Activities for children will also be provided.

D. COMMISSIONERS' REPORTS

1) Kevin McCall – County Vice Chairman, District 1

Kevin McCall-County Vice Chair: As we were going through today's meeting, and this is more of an administrative question. What is going on with our Finance Department? i.e., putting in POs, why are we seeing so many more services rendered prior to requisition? This is just for discussion, as we saw three or four today there is something we need to change for security policy that would rectify this.

Janice Barela-Madam County Manager: I believe the Finance Department and the approval levels have really cracked down. If you're trying to submit an invoice we find out that the service has already been completed and they're trying to use

their document of an invoice instead of a quote. Then we are all over that and making them go through the process. What I need to do as the County Manager is start cracking down on Department Heads that they need to start following this process and making sure that their departments are following it, that no services are provided, nothing is purchased outside of this. The Commission does have the authority to not approve something, and then it would be incumbent upon the individual who has done this that they would be responsible for possibly paying this. Initially, some of the things that were coming before you were brought to you in error. The reason I state that is because if we had a contract in place and it crosses over a fiscal year and services were provided in the month of June, but they weren't invoiced until July. Under the previous Finance Director, he was stating this needs to go before the Commission because it's now being paid in a different fiscal year. It wasn't that it was improperly procured. It was just shoring things up for the fiscal year. Now, with Tracey Sedillo as the Deputy County Manager and overseeing the Finance Department, she's telling me that's not necessary because we have done the proper procurement. It's expected that some things would be carried over to the next fiscal year and it would not require Commission approval to get that paid. That's why you saw a lot of those that were coming initially, they were not required, but we're getting things in order. To let the public know, we do have a Finance Director which will begin tomorrow. Misty Witt is coming back to us. Initially, she was hired and then ended up changing her mind and pulled out. Things worked out for her to be hired after all. So she's excited to start here. She will come on board tomorrow and then on Monday she will be part of the budget conference and get thrown into the finance deep end. We are hoping to remedy this. I can tell you, from going through the approval level of the requisitions, you do have a few that are still coming before you. We are mindful of this, and we are trying to remedy this problem. I will do an evaluation per department as well and get with the department heads. If we need to start any type of disciplinary corrective action, we can, we'll definitely visit that too and hopefully remedy this.

2) Ryan Schwebach - County Chairman, District 2

Ryan Schwebach-County Chairman: Last week I was in Indianapolis for the FFA National Convention. I want to put a little shout out to FFA convention as a whole, but also to our advisors here, getting kids in there. Go online and look at the pictures. Imagine walking into Lucas Oil Stadium, 65,000 blue jackets sitting

there. Put yourself in an inner city with 65,000 kids. It's not really inviting. Overall, these kids are polite and respectful. For lots of these kids it's the first time they have been to a big city and on an airplane. In this valley we have alumni and have a lot of financial support for these kids to go and witness something like that. There were over 60 AG schools with scholarship opportunities and investments all over this country. You think John Deere tractor and CAT, no, it is far beyond that. It is seed companies, research companies, a whole gamut that is looking for doctorate degrees and looking for kids right out of school. You can go out of there and land a \$50, \$60, \$70,000 job. If you simply apply yourself. That's the most dramatic thing I've seen from that convention, it opens the eyes to individuals on what is out there. If you get the opportunity to support your local FFA chapter, your advisors and your parents look into it. If your kids are in agriculture. The first part of that is there is a vast ignorance of what agriculture in this country is all about. In agriculture, as a producer, we have to be reminded that every one of us, everybody out there, is our customer in one way or another in everything you do. Unfortunately, kids and parents these days are not exposed to that, they don't understand it, but they don't get to vote on the policies or get a vote on many things that affect us, yet they do not see the whole picture.

3) Samuel Schropp – County Commissioner, District 3

Samuel Schropp-County Commissioner: At our next meeting, I'll have the Linda Vista landowners here. We continue to work on finding ways to find affordable ways for the landowners to donate their road to the county. I continue to work with the NGOs, the prison. I am meeting with the ACLU of New Mexico next week, bring a couple of people with me about the prison and issues at the prison, things that we're facing. I'm just enjoying getting out, meeting people. I've got a good excuse to ride a motorcycle around and see some pretty country. For those of you that haven't had a chance, go down and look at these wind projects. It's a heartbreaker for the people who grew up there. It's changing the horizon, changing the skyline. I understand that there's a grieving there, but this is an impressive technological project going on down there. For no other reason, just to see the scale and how it's being put together is worth seeing. Thank you.

14. EXECUTIVE SESSION:

15. Announcement of the next Board of County Commissioners Meeting:

A. Special Commission Meeting (Canvass November 7, 2023, Election) –
November 15, 2023, at 9:00 AM

B. Regular Commission Meeting – December 13, 2023, at 9:00 AM

16. Signing of Official Documents

17. Adjourn.

Action Taken:

Ryan Schwebach – County Chairman: Motion to adjourn.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

Meeting adjourned at 11:30 PM

Ryan Schwebach - Chairman

Genell Morris – Admin Assistant

Date

Linda Jaramillo – County Clerk

The Video of this meeting can be viewed in its entirety on the
Torrance County NM website. (torrancecountynm.org)



Agenda Item
No. 8-B

DRAFT COPY
Torrance County Board of Commissioners
Special Commission Meeting
November 15, 2023
9:00 AM

Commissioners Present:

RYAN SCHWEBACH – COUNTY CHAIRMAN
SAMUEL SCHROPP – COUNTY COMMISSIONER

Others Present:

JANICE BARELA – MADAM COUNTY MANAGER
MICHAEL GARCIA – COUNTY ATTORNEY
LINDA JARAMILLO – COUNTY CLERK
SYLVIA CHAVEZ – CHIEF DEPUTY CLERK
SENAIDA ANAYA – BUREAU OF ELECTIONS CLERK
GENELL MORRIS – ADMINISTRATIVE ASSISTANT I
DONALD GOEN – COUNTY P & Z DIRECTOR

1. Call Meeting to order.

Ryan Schwebach – County Chairman: Calls the November 15, 2023, Special Commission Meeting to order at 9:08 AM.

2. Pledge lead by: Ryan Schwebach – County Chairman

Invocation lead by: Samuel Schropp – County Commissioner

3. APPROVALS

A. CLERK: Torrance County Board of County Commissioners convene as County Canvassing Board to review/certify the canvass of 2023 Local Election

Linda Jaramillo-County Clerk: I would first like to explain what happens on Election Day and try and explain the election process. On Election Day all the precinct workers arrive at there polling locations at 6:00 AM, machine is turned on booths are set up, ballot on demand is opened and signs are put up. The polls open at 7:00 AM to process voters. As the day progresses if issues arise and require a phone call to my office, we handle it by phone. At 7:00 PM the polls are closed and voting ends. The End of Day report is generated for the Ballot on Demand. This report gives a total number of voters processed at that polling site, a list of the voters' names that voted at that polling site and the number of votes cast on each voting machine. It also gives the number of provisional and spoiled ballots. All of this is brought to me at the end of election night. A copy of the End of the Day Report and results tape is sent to the Secretary of State in a manilla envelope provided with postage. This is done as a safety precaution, so the County Clerk does not tamper with any election results. We also receive one memory card from the voting machine with the results to be downloaded into the Secretary of State's website, for people to see as the results come in. Presented today is the End of Day Report, results tape and tally sheets for write-ins and provisional ballots for each polling location. We had an unusual amount of write-in candidates for this election. One in Mountainair for Municipal Judge, two in Estancia for Trustee and two in Willard for Trustee. We will start with Absentee by mail, early voting site, polling sites with write-ins and the remaining polling sites. There are 11 polling sites on election day. You have three different reports, one is the totals (the simplest, it compiles everything) the next one is a little more complicated, it gives you the hand tally and provisional numbers. The last report if from the tabulator results. With Sylvia Chavez, Chief Deputy Clerk and Senaida Anaya, Bureau of Elections Administrative Assistant it was easier to run this election. They were invaluable in helping me process all the material, answering phone calls and Senaida was instrumental in helping with Absentee and Early Votes, she has done this for 15 years. Sylvia ran the last election.

Samuel Schropp-County Commissioner: The hand counts are because of so many write-ins. If there are any questions regarding why we got some in ink and hand count, it's not a discrepancy on the ballot. Its due to write-ins.

Linda Jaramillo-County Clerk: The absentee ballots come in envelops, then processed.

Samuel Schropp-County Commissioner: All the numbers agree?

Linda Jaramillo-County Clerk: Yes.

*Linda Jaramillo County Clerk, Sylvia Chavez Chief Deputy Clerk and Senaida Anaya Bureau of Elections Administrative Assistant reviewed all the election materials with Ryan Schwebach County Chairman and Samuel Schropp County Commissioner, Kevin McCall County Vice Chairman was absent. The Video of this meeting can be viewed in its entirety on the Torrance County NM website. (torrancecountynm.org)

Janice Barela-Madam County Manager: As I was comparing data from the three reports presented, everything matched as far as the final results. The one discrepancy was on one report where anyone that received an absentee vote by hand is missing from the final report.

Linda Jaramillo-County Clerk: One report was from the tabulators, one includes the write-ins and hand tallies, and the last one is the final report.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the 2023 Local Election Canvass as presented.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

4. Adjourn.

Action Taken:

Ryan Schwebach – County Chairman: Motion to adjourn.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Absent

MOTION CARRIED

Meeting adjourned at 9:52 AM

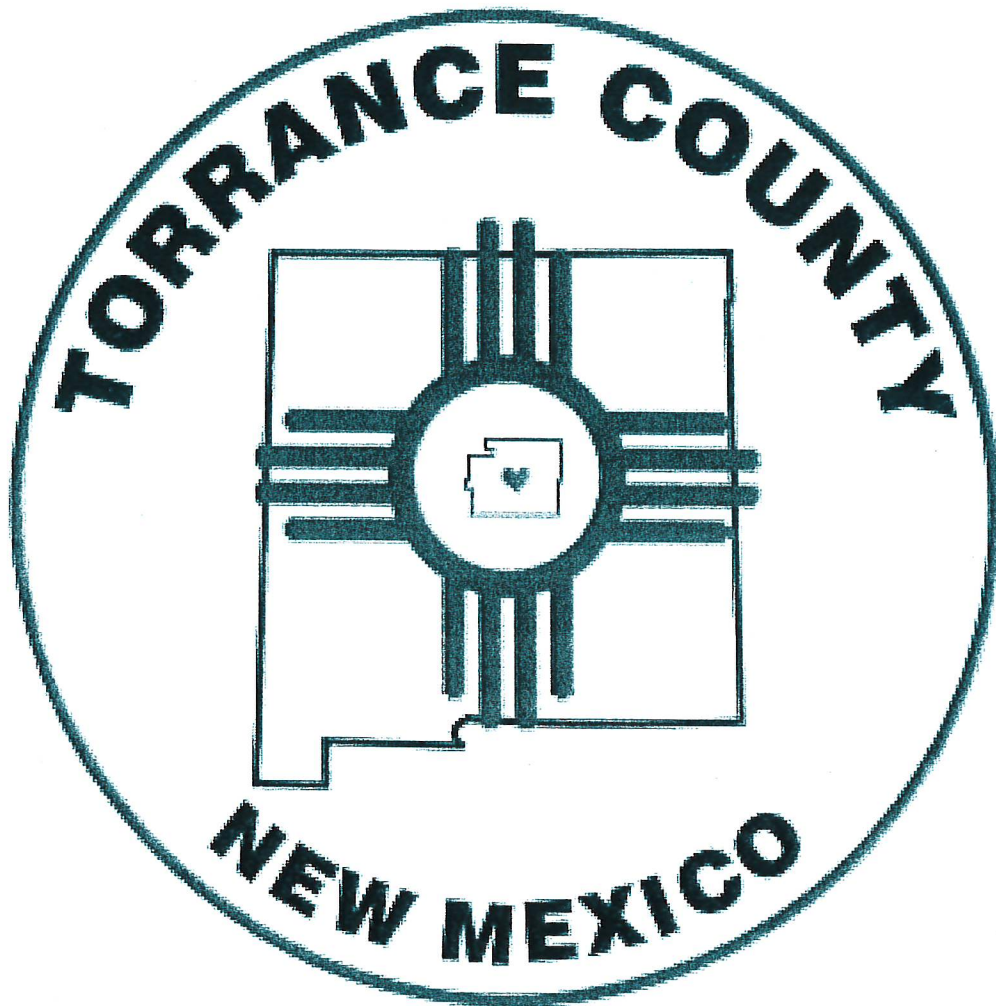
Ryan Schwebach - Chairman

Genell Morris – Admin Assistant

Date

Linda Jaramillo – County Clerk

The Video of this meeting can be viewed in its entirety on the
Torrance County NM website. (torrancecountynm.org)



Agenda Item
No. 9-A



ACCOUNTS PAYABLE CHECK REPORT APPROVAL

Torrance County Commission Approval:

We the undersigned members of the Torrance County Board of County Commissioners met in regular session on **December 13, 2023**, and approved the attached check report as presented against the funds of Torrance County in the amount of **\$4,164,425.05**.

Kevin McCall, District 1

Ryan Schwebach, District 2

Samuel D. Schropp, District 3

Attest:

Linda Jaramillo, County Clerk

Torrance County Treasurer Approval:

I, the Torrance County Treasurer, do hereby certify that sufficient funds exist for the payment of the checks listed on the attached check report.



Kathryn Hernandez, County Treasurer

Check Report Summary:

Check Report Dates:	11/03/2023 to 12/07/2023	
Total Checks:	419	Checks: 126428 to 126850
Voided Checks:	5	Checks: 126442, 126520, 126594, 126739, 126781
Bank Drafts:	18	BD: DFT0000582, DFT0000583, DFT0000584, DFT0000585, DFT0000587, DFT0000588, DFT0000589, DFT0000591, DFT0000592, DFT0000593, DFT0000594, DFT0000596, DFT0000597, DFT0000598, DFT0000599, DFT0000600, DFT0000601, DFT0000602
Electronic Fund Transfers:	17	EFT: 140 TO 152
Total of Payments Issued:	\$4,164,425.05	



Torrance County, NM

Check Report

By Check Number

Date Range: 11/03/2023 - 12/07/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking						
1232	CORECIVIC INC.	11/07/2023	EFT	0.00	77,982.28	140
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TCDF 102023</u>	Invoice	11/07/2023	CoreCivic Inmate Housing Jul 23-Jun 24	0.00	77,982.28	
	<u>420-070-2172</u>		CARE OF INMATES		77,982.28	
5189	SUNRISE BANK	11/07/2023	EFT	0.00	1,226.48	141
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002674</u>	Invoice	11/09/2023	Sunrise Loan	0.00	1,226.48	
	<u>401-000-9001</u>		Payroll Liabilities		1,226.48	
418	COLUMBUS BANK AND TRUST	11/07/2023	EFT	0.00	960.97	142
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002660</u>	Invoice	11/09/2023	Flex Plan	0.00	960.97	
	<u>401-000-9001</u>		Payroll Liabilities		960.97	
1232	CORECIVIC INC.	11/15/2023	EFT	0.00	4,634,800.26	143
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TCSO-ICE 072023</u>	Invoice	11/14/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	1,808,633.71	
	<u>825-070-2172</u>		CARE OF INMATES		1,808,633.71	
<u>TSCO-ICE 052023</u>	Invoice	11/14/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	817,530.90	
	<u>825-070-2172</u>		CARE OF INMATES		817,530.90	
<u>TSCO-ICE 062023</u>	Invoice	11/14/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	1,843,218.60	
	<u>825-070-2172</u>		CARE OF INMATES		1,843,218.60	
<u>USMS 072023</u>	Invoice	11/14/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	157,560.01	
	<u>825-070-2172</u>		CARE OF INMATES		150,052.70	
	<u>825-070-2172</u>		CARE OF INMATES		6,201.12	
	<u>825-070-2172</u>		CARE OF INMATES		1,306.19	
<u>USMS 1222022</u>	Invoice	11/14/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	7,857.04	
	<u>825-070-2172</u>		CARE OF INMATES		4,010.47	
	<u>825-070-2172</u>		CARE OF INMATES		3,846.57	
1232	CORECIVIC INC.	11/15/2023	EFT	0.00	-4,634,800.26	143
1232	CORECIVIC INC.	11/16/2023	EFT	0.00	1,843,218.60	144
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TCSO-ICE 062023</u>	Invoice	11/15/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	1,843,218.60	
	<u>825-070-2172</u>		CARE OF INMATES		1,843,218.60	
418	COLUMBUS BANK AND TRUST	11/30/2023	EFT	0.00	-960.97	145
418	COLUMBUS BANK AND TRUST	11/21/2023	EFT	0.00	960.97	145
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002769</u>	Invoice	11/22/2023	Flex Plan	0.00	960.97	
	<u>401-000-9001</u>		Payroll Liabilities		960.97	
1232	CORECIVIC INC.	11/21/2023	EFT	0.00	1,025,103.96	146

Check Report

Date Range: 11/03/2023 - 12/07/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
<u>TCSO-ICE 052023</u>	Invoice	11/21/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	817,530.90	
	<u>825-070-2172</u>		CARE OF INMATES		817,530.90	
<u>USMS 062023-A</u>	Invoice	11/21/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	144,501.02	
	<u>825-070-2172</u>		CARE OF INMATES		143,545.99	
	<u>825-070-2172</u>		CARE OF INMATES		955.03	
<u>USMS 062023-AR</u>	Invoice	11/21/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	55,215.00	
	<u>825-070-2172</u>		CARE OF INMATES		55,215.00	
<u>USMS 1222022R</u>	Invoice	11/21/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	7,857.04	
	<u>825-070-2172</u>		CARE OF INMATES		4,010.47	
	<u>825-070-2172</u>		CARE OF INMATES		3,846.57	
1232	CORECIVIC INC.	11/21/2023	EFT	0.00	-1,025,103.96	146
5189	SUNRISE BANK	11/21/2023	EFT	0.00	1,226.48	147
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
<u>CM0000089</u>	Credit Memo	11/09/2023	Sunrise Loan	0.00	-109.17	
	<u>401-000-9001</u>		Payroll Liabilities		-109.17	
<u>INV0002783</u>	Invoice	11/22/2023	Sunrise Loan	0.00	1,335.65	
	<u>401-000-9001</u>		Payroll Liabilities		1,335.65	
5189	SUNRISE BANK	11/30/2023	EFT	0.00	-1,226.48	147
1232	CORECIVIC INC.	11/21/2023	EFT	0.00	7,857.04	148
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
<u>USMS 122022 R2</u>	Invoice	11/21/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	7,857.04	
	<u>825-070-2172</u>		CARE OF INMATES		4,010.47	
	<u>825-070-2172</u>		CARE OF INMATES		3,846.57	
418	COLUMBUS BANK AND TRUST	11/30/2023	EFT	0.00	960.97	149
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
<u>INV0002769</u>	Invoice	11/22/2023	Flex Plan	0.00	960.97	
	<u>401-000-9001</u>		Payroll Liabilities		960.97	
5189	SUNRISE BANK	11/30/2023	EFT	0.00	1,117.31	150
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
<u>CM0000089</u>	Credit Memo	11/09/2023	Sunrise Loan	0.00	-109.17	
	<u>401-000-9001</u>		Payroll Liabilities		-109.17	
<u>CM0000090</u>	Credit Memo	11/21/2023	Sunrise Loan	0.00	-109.17	
	<u>401-000-9001</u>		Payroll Liabilities		-109.17	
<u>INV0002783</u>	Invoice	11/22/2023	Sunrise Loan	0.00	1,335.65	
	<u>401-000-9001</u>		Payroll Liabilities		1,335.65	
418	COLUMBUS BANK AND TRUST	12/06/2023	EFT	0.00	960.97	151
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
<u>INV0002820</u>	Invoice	12/07/2023	Flex Plan	0.00	960.97	
	<u>401-000-9001</u>		Payroll Liabilities		960.97	
1232	CORECIVIC INC.	12/06/2023	EFT	0.00	5,521.50	152
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
<u>USMS 062023-A</u>	Invoice	11/21/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	5,521.50	
	<u>825-070-2172</u>		CARE OF INMATES		5,521.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5408	BANK OF AMERICA	11/06/2023	Regular	0.00	3,372.51	126428
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>BOA102023</u>	Invoice	11/02/2023	Adobe Licensing FY2024	0.00	3,372.51	
<u>401-096-2228</u>	SOFTWARE		Adobe Licensing FY2024		3,372.51	
5381	411 EQUIPMENT, LLC.	11/07/2023	Regular	0.00	358,283.00	126429
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>5075</u>	Invoice	11/07/2023	District 4 3000 Gallon Tanker for TCFD	0.00	358,283.00	
<u>409-091-2618</u>	CAPITAL OUTLAY - VEHICL		District 4 3000 Gallon Tanker		58,283.00	
<u>627-091-2782</u>	TORREON APPARATUS		District 4 3000 Gallon Tanker		300,000.00	
VEN01184	AIR CARE NEW MEXICO	11/07/2023	Regular	0.00	7,475.48	126430
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>#5448</u>	Invoice	11/02/2023	Replacement of HVAC unit at Esperanza H	0.00	7,475.48	
<u>620-094-2215</u>	MAINTENANCE & REPAIR		Replacement HVAC Esperanza		7,475.48	
VEN01184	AIR CARE NEW MEXICO	11/07/2023	Regular	0.00	1,563.20	126431
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>7611</u>	Invoice	11/02/2023	Mini Split Leak and Repair District 3	0.00	1,563.20	
<u>408-091-2215</u>	MAINTENANCE & REPAIR		Materials		824.70	
<u>408-091-2215</u>	MAINTENANCE & REPAIR		Labor		637.50	
<u>408-091-2215</u>	MAINTENANCE & REPAIR		Mileage		101.00	
4709	ALBUQUERQUE OFFICE SYSTEMS	11/07/2023	Regular	0.00	4,981.03	126432
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>11153</u>	Invoice	11/07/2023	Finance/Grants office changes	0.00	4,981.03	
<u>620-094-2218</u>	MAINTENANCE & REPAIR		Finance/Grants office changes		4,981.03	
66	ALBUQUERQUE PUBLISHING CO.	11/07/2023	Regular	0.00	56.40	126433
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10001580170-10</u>	Invoice	11/07/2023	Publication for RFP TC-FY24-05	0.00	56.40	
<u>401-055-2221</u>	PRINTING/PUBLISHING/A		Publication for RFP TC-FY24-05		56.40	
5102	ALLEN MICHAELA	11/07/2023	Regular	0.00	800.00	126434
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>2723</u>	Invoice	11/01/2023	ITEMS TO ADVERTISE DWI PREVENTION P	0.00	800.00	
<u>605-003-2257</u>	SUPPLIES - OUTREACH		Caps		500.00	
<u>605-003-2257</u>	SUPPLIES - OUTREACH		Mugs		300.00	
5450	AMAZON BUSINESS	11/07/2023	Regular	0.00	285.19	126435
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1HKR-RJ1F-1J3X</u>	Invoice	11/06/2023	Office Supplies	0.00	285.19	
<u>401-055-2219</u>	SUPPLIES - GENERAL OFFI		Manila folders- Assorted		28.31	
<u>401-055-2219</u>	SUPPLIES - GENERAL OFFI		Cushioned arm rests		22.49	
<u>401-055-2219</u>	SUPPLIES - GENERAL OFFI		4 pk hand sanitizer		19.80	
<u>401-055-2219</u>	SUPPLIES - GENERAL OFFI		Standing desk mat		58.99	
<u>401-055-2219</u>	SUPPLIES - GENERAL OFFI		File Cart		134.32	
<u>401-055-2219</u>	SUPPLIES - GENERAL OFFI		Manila folders- Center position		21.28	
5450	AMAZON BUSINESS	11/07/2023	Regular	0.00	76.26	126436

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1CH1-F4X7-1WY</u>	Invoice	11/06/2023	3 prong Vacuum cords	0.00	76.26	
	<u>401-065-2218</u>		MAINTENANCE & REPAIR		76.26	
5450	AMAZON BUSINESS	11/07/2023	Regular	0.00	40.94	126437
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1N1V-WQ4W-7G</u>	Invoice	11/01/2023	BBP Locks and Narcan Training	0.00	40.94	
	<u>604-083-2248</u>		SUPPLIES - SAFETY		12.95	
	<u>604-083-2248</u>		SUPPLIES - SAFETY		27.99	
5450	AMAZON BUSINESS	11/07/2023	Regular	0.00	238.12	126438
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1XNH-6CV9-TKF7</u>	Invoice	11/06/2023	ELECTION SUPPLIES	0.00	238.12	
	<u>401-021-2219</u>		SUPPLIES - GENERAL OFFI		12.20	
	<u>401-021-2219</u>		SUPPLIES - GENERAL OFFI		49.45	
	<u>401-021-2219</u>		SUPPLIES - GENERAL OFFI		96.49	
	<u>401-021-2219</u>		SUPPLIES - GENERAL OFFI		79.98	
5450	AMAZON BUSINESS	11/07/2023	Regular	0.00	12.20	126439
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1JCM-XDDF-K7Q</u>	Invoice	11/06/2023	ELECTION SUPPLIES	0.00	12.20	
	<u>401-021-2219</u>		SUPPLIES - GENERAL OFFI		12.20	
5450	AMAZON BUSINESS	11/07/2023	Regular	0.00	2,798.98	126440
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1LYM-GFH3-6J7X</u>	Invoice	11/02/2023	Washer/Dryer Unit	0.00	2,798.98	
	<u>416-083-2248</u>		SUPPLIES - SAFETY		2,798.98	
4964	AT & T MOBILITY LLC	11/07/2023	Regular	0.00	9,508.77	126441
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>287289563904x1</u>	Invoice	11/07/2023	FY24 County Cellphones & Mobility	0.00	9,508.77	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		471.56	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		546.46	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		45.86	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		366.95	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		3,142.68	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		305.52	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		621.96	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		198.31	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		1,123.24	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		385.54	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		152.76	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		421.06	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		50.92	
	<u>405-091-2207</u>		TELECOMMUNICATIONS		93.37	
	<u>406-091-2207</u>		TELECOMMUNICATIONS		93.37	
	<u>407-091-2207</u>		TELECOMMUNICATIONS		53.33	
	<u>408-091-2207</u>		TELECOMMUNICATIONS		40.04	
	<u>409-091-2207</u>		TELECOMMUNICATIONS		53.33	
	<u>413-091-2207</u>		TELECOMMUNICATIONS		680.34	
	<u>604-083-2207</u>		TELECOMMUNICATIONS		186.74	
	<u>605-003-2207</u>		TELECOMMUNICATIONS		90.96	
	<u>690-086-2207</u>		TELECOMMUNICATIONS		142.64	
	<u>911-080-2207</u>		TELECOMMUNICATIONS		241.83	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	Void	11/07/2023	Regular	0.00	0.00	126442
5408	BANK OF AMERICA	11/07/2023	Regular	0.00	1,058.00	126443
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>579845</u>	Invoice	11/06/2023	Parts suplies for Road Equipment	0.00	1,058.00	
	<u>402-060-2244</u>		MAINTENANCE & REPAIR		1,058.00	
5408	BANK OF AMERICA	11/07/2023	Regular	0.00	177.43	126444
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002649</u>	Invoice	11/06/2023	Parts suplies for Road Equipment	0.00	177.43	
	<u>402-060-2244</u>		MAINTENANCE & REPAIR		177.43	
5408	BANK OF AMERICA	11/07/2023	Regular	0.00	119.70	126445
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>579846</u>	Invoice	11/06/2023	Parts suplies for Road Equipment	0.00	119.70	
	<u>402-060-2244</u>		MAINTENANCE & REPAIR		119.70	
5408	BANK OF AMERICA	11/07/2023	Regular	0.00	100.00	126446
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002684</u>	Invoice	11/07/2023	NACA membership for ACOs	0.00	100.00	
	<u>401-082-2269</u>		SUBSCRIPTIONS & DUES		100.00	
5264	BIDDLE CONSULTING GROUP, INC.	11/07/2023	Regular	0.00	1,995.00	126447
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>77076</u>	Invoice	11/06/2023	CritiCall Annual Subscription Renewal	0.00	1,995.00	
	<u>911-080-2228</u>		SOFTWARE		1,995.00	
5604	BRAYCON COMPANIES, LLC	11/07/2023	Regular	0.00	6,589.58	126448
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>21</u>	Invoice	11/06/2023	Braycon Lyndsi Donner FY24	0.00	6,589.58	
	<u>635-068-2272</u>		CONTRACT - PROFESSION		6,589.58	
766	COBURN AUTOMOTIVE & DIESEL	11/07/2023	Regular	0.00	20.00	126449
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002646</u>	Invoice	11/01/2023	Repair Tire on Escape CO-2	0.00	20.00	
	<u>401-020-2201</u>		VEHICLE MAINTENANCE		20.00	
5416	CRYSTAL SPRINGS	11/07/2023	Regular	0.00	9.00	126450
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>9257883</u>	Invoice	11/07/2023	Drinking water- Finance	0.00	9.00	
	<u>401-055-2219</u>		SUPPLIES - GENERAL OFFI		5.00	
	<u>401-055-2219</u>		SUPPLIES - GENERAL OFFI		4.00	
5416	CRYSTAL SPRINGS	11/07/2023	Regular	0.00	30.58	126451
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002650</u>	Invoice	11/06/2023	Monthly water delivery	0.00	30.58	
	<u>401-020-2219</u>		SUPPLIES - GENERAL OFFI		30.58	
VEN01230	CTRL-P Inc	11/07/2023	Regular	0.00	215.50	126452

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2023-3855</u>	Invoice	11/01/2023	Interest letter publication	0.00	215.50	
	<u>401-008-2221</u>		PRINTING/PUBLISHING/A		215.50	
5308	DIRECTV, LLC.	11/07/2023	Regular	0.00	114.14	126453
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>069212456X2310</u>	Invoice	11/07/2023	Direct TV for Fire dept	0.00	114.14	
	<u>416-083-2271</u>		CONTRACT - OTHER SERV		114.14	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	103.91	126454
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 0500</u>	Invoice	11/07/2023	Monthly gas bill	0.00	103.91	
	<u>418-091-2209</u>		UTILITIES - NATURAL GAS		103.91	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	41.62	126455
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 5690</u>	Invoice	11/07/2023	Monthly gas bill	0.00	41.62	
	<u>402-060-2209</u>		UTILITIES - NATURAL GAS		41.62	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	67.42	126456
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 9250</u>	Invoice	11/07/2023	Monthly gas bill	0.00	67.42	
	<u>408-091-2209</u>		UTILITIES - NATURAL GAS		67.42	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	113.99	126457
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 5390</u>	Invoice	11/07/2023	Monthly gas bill	0.00	113.99	
	<u>408-091-2209</u>		UTILITIES - NATURAL GAS		113.99	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	70.69	126458
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 2330</u>	Invoice	11/07/2023	Monthly gas bll	0.00	70.69	
	<u>401-037-2209</u>		UTILITIES - NATURAL GAS		70.69	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	24.00	126459
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 6380</u>	Invoice	11/07/2023	Monthly gas bill	0.00	24.00	
	<u>612-020-2308</u>		VOTING MACHINE STORA		24.00	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	108.67	126460
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 0580</u>	Invoice	11/07/2023	Monthly gas bill	0.00	108.67	
	<u>401-082-2209</u>		UTILITIES - NATURAL GAS		108.67	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	481.35	126461
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 6000</u>	Invoice	11/07/2023	Monthly gas bill	0.00	481.35	
	<u>401-016-2209</u>		UTILITIES - NATURAL GAS		481.35	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	343.86	126462

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023 1850</u>	Invoice	11/07/2023	Monthly gas bill	0.00	343.86	
	<u>401-015-2209</u>		UTILITIES - NATURAL GAS		343.86	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	66.16	126463
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023 4510</u>	Invoice	11/07/2023	Monthly gas bill	0.00	66.16	
	<u>405-091-2209</u>		UTILITIES - NATURAL GAS		66.16	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	180.06	126464
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023 1860</u>	Invoice	11/07/2023	Monthly gas bill	0.00	180.06	
	<u>402-060-2209</u>		UTILITIES - NATURAL GAS		180.06	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	33.57	126465
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023 6230</u>	Invoice	11/07/2023	Monthly gas bill	0.00	33.57	
	<u>405-091-2209</u>		UTILITIES - NATURAL GAS		33.57	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	86.76	126466
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023 6140</u>	Invoice	11/07/2023	Monthly gas bill	0.00	86.76	
	<u>401-050-2209</u>		UTILITIES - NATURAL GAS		86.76	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	24.00	126467
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023 4090</u>	Invoice	11/07/2023	Monthly gas bill	0.00	24.00	
	<u>401-053-2209</u>		UTILITIES - NATURAL GAS		24.00	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	52.95	126468
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023 9530</u>	Invoice	11/07/2023	Monthly gas bill	0.00	52.95	
	<u>911-080-2209</u>		UTILITIES - NATURAL GAS		52.95	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	73.71	126469
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023 1990</u>	Invoice	11/07/2023	Monthly gas bill	0.00	73.71	
	<u>401-024-2209</u>		UTILITIES - NATURAL GAS		73.71	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	26.17	126470
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023 3680</u>	Invoice	11/07/2023	Monthly gas bill	0.00	26.17	
	<u>406-091-2209</u>		UTILITIES - NATURAL GAS		26.17	
50	EMW GAS ASSOCIATION	11/07/2023	Regular	0.00	98.55	126471
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023 5870</u>	Invoice	11/07/2023	Monthly gas bill	0.00	98.55	
	<u>401-036-2209</u>		UTILITIES - NATURAL GAS		98.55	
51	ESTANCIA, TOWN OF	11/07/2023	Regular	0.00	433.77	126472

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 1112</u>	Invoice	11/07/2023	Monthly water bill	0.00	433.77	
	<u>401-015-2210</u>		UTILITIES - WATER		433.77	
51	ESTANCIA, TOWN OF	11/07/2023	Regular	0.00	127.94	126473
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 249</u>	Invoice	11/07/2023	Monthly water bill	0.00	127.94	
	<u>401-036-2210</u>		UTILITIES - WATER		127.94	
51	ESTANCIA, TOWN OF	11/07/2023	Regular	0.00	127.94	126474
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 1380</u>	Invoice	11/07/2023	Monthly water bill	0.00	127.94	
	<u>401-050-2210</u>		UTILITIES - WATER		127.94	
51	ESTANCIA, TOWN OF	11/07/2023	Regular	0.00	77.42	126475
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 750</u>	Invoice	11/07/2023	Monthly water bill	0.00	77.42	
	<u>401-053-2210</u>		UTILITIES - WATER		77.42	
51	ESTANCIA, TOWN OF	11/07/2023	Regular	0.00	203.47	126476
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 1108</u>	Invoice	11/07/2023	Monthly water bill	0.00	203.47	
	<u>402-060-2210</u>		UTILITIES - WATER		203.47	
51	ESTANCIA, TOWN OF	11/07/2023	Regular	0.00	270.51	126477
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 40</u>	Invoice	11/07/2023	Monthly Water bill	0.00	270.51	
	<u>401-016-2210</u>		UTILITIES - WATER		270.51	
51	ESTANCIA, TOWN OF	11/07/2023	Regular	0.00	104.48	126478
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023 373</u>	Invoice	11/07/2023	Monthly water bill	0.00	104.48	
	<u>401-024-2210</u>		UTILITIES - WATER		104.48	
5359	GALLAGHER BENEFIT SERVICES, INC.	11/07/2023	Regular	0.00	2,754.00	126479
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>296874</u>	Invoice	11/07/2023	FY2024 Consulting Services	0.00	2,754.00	
	<u>401-014-2272</u>		CONTRACT - PROFESSION		2,754.00	
944	GRAINGER, INC.	11/07/2023	Regular	0.00	3,180.02	126480
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>9867968332</u>	Invoice	11/02/2023	Fire Hose Rack District 3	0.00	3,180.02	
	<u>408-091-2248</u>		SUPPLIES - SAFETY		3,180.02	
214	HART'S TRUSTWORTHY HARDWARE	11/07/2023	Regular	0.00	21.99	126481
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>B521984</u>	Invoice	11/02/2023	Esperanza Med open P/O FY-24	0.00	21.99	
	<u>401-087-2215</u>		MAINTENANCE & REPAIR		21.99	
214	HART'S TRUSTWORTHY HARDWARE	11/07/2023	Regular	0.00	25.17	126482

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>B522074</u>	Invoice	11/07/2023	Harts Open PO 7/23-11/23	0.00	25.17	
	<u>408-091-2215</u>		MAINTENANCE & REPAIR		25.17	
VEN01165	Healthfront P.C.	11/07/2023	Regular	0.00	1,500.00	126483
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2199</u>	Invoice	11/07/2023	Medical Director Services Contract PO for	0.00	1,500.00	
	<u>416-083-2271</u>		CONTRACT - OTHER SERV		800.00	
	<u>604-083-2272</u>		CONTRACT - PROFESSION		100.00	
	<u>911-080-2272</u>		CONTRACT - PROFESSION		600.00	
3587	HOMESTEAD WATER CO.	11/07/2023	Regular	0.00	14.34	126484
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11.2023</u>	Invoice	11/07/2023	Monthly water bill district 5	0.00	14.34	
	<u>405-091-2210</u>		UTILITIES - WATER		14.34	
2291	LOBO INTERNET SERVICES LTD	11/07/2023	Regular	0.00	45.00	126485
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>N12084-47</u>	Invoice	11/07/2023	Internet Services	0.00	45.00	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		45.00	
2291	LOBO INTERNET SERVICES LTD	11/07/2023	Regular	0.00	137.50	126486
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>N10958-49</u>	Invoice	11/07/2023	Internet Services	0.00	137.50	
	<u>911-080-2207</u>		TELECOMMUNICATIONS		137.50	
2291	LOBO INTERNET SERVICES LTD	11/07/2023	Regular	0.00	203.00	126487
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>N10715-53</u>	Invoice	11/07/2023	Internet Services	0.00	203.00	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		203.00	
2291	LOBO INTERNET SERVICES LTD	11/07/2023	Regular	0.00	475.00	126488
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>N10926-50</u>	Invoice	11/07/2023	Internet services-Fire	0.00	475.00	
	<u>405-091-2207</u>		TELECOMMUNICATIONS		139.69	
	<u>406-091-2207</u>		TELECOMMUNICATIONS		139.69	
	<u>409-091-2207</u>		TELECOMMUNICATIONS		139.69	
	<u>413-091-2207</u>		TELECOMMUNICATIONS		55.93	
3729	MARLIN BUSINESS BANK	11/07/2023	Regular	0.00	289.52	126489
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>20857304</u>	Invoice	11/07/2023	Monthly Copier Lease Contract Payment F	0.00	289.52	
	<u>911-080-2284</u>		LEASE EQUIPMENT		267.95	
	<u>911-080-2284</u>		LEASE EQUIPMENT		21.57	
VEN01212	Martha Smith	11/07/2023	Regular	0.00	550.00	126490
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>103-Nov</u>	Invoice	11/06/2023	Martha Smith FY24 Vendor Pay	0.00	550.00	
	<u>412-053-2271</u>		CONTRACT - OTHER SERV		550.00	
177	NEW MEXICO COUNTIES	11/07/2023	Regular	0.00	550.00	126491

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
<u>LC2024-112023-1</u>	Invoice	11/02/2023	Registration fees for Legislative Conferenc	0.00	275.00	
	<u>401-010-2266</u>	EMPLOYEE TRAINING	Registration fees for Legislative		275.00	
<u>LC2024-112023-1</u>	Invoice	11/02/2023	Registration fees for Legislative Conferenc	0.00	275.00	
	<u>401-010-2266</u>	EMPLOYEE TRAINING	Registration fees for Legislative		275.00	
4987	NEW YORK LIFE	11/07/2023	Regular	0.00	152.14	126492
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
<u>INV0002669</u>	Invoice	11/09/2023	New York Life Insurance	0.00	67.17	
	<u>401-000-9001</u>	Payroll Liabilities	New York Life Insurance		67.17	
<u>INV0002670</u>	Invoice	11/09/2023	New York Life Insurance	0.00	84.97	
	<u>401-000-9001</u>	Payroll Liabilities	New York Life Insurance		84.97	
4464	NM APPARATUS LLC	11/07/2023	Regular	0.00	773.21	126493
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
<u>1938</u>	Invoice	11/06/2023	Oil Change Brush 4-2	0.00	773.21	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Parts		289.37	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Shop Supplies		23.10	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Mileage		92.00	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Hazardous Materials		8.68	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Labor		360.06	
4464	NM APPARATUS LLC	11/07/2023	Regular	0.00	805.41	126494
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
<u>1940</u>	Invoice	11/07/2023	Oil Change 1995 Luverne D3	0.00	805.41	
	<u>408-091-2201</u>	MAINTENANCE & REPAIR	Parts		392.89	
	<u>408-091-2201</u>	MAINTENANCE & REPAIR	Labor		355.63	
	<u>408-091-2201</u>	MAINTENANCE & REPAIR	Shop Supplies		23.10	
	<u>408-091-2201</u>	MAINTENANCE & REPAIR	Mileage		22.00	
	<u>408-091-2201</u>	MAINTENANCE & REPAIR	Hazardous Materials		11.79	
4464	NM APPARATUS LLC	11/07/2023	Regular	0.00	939.62	126495
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
<u>1936</u>	Invoice	11/06/2023	Oil Change Engine 4-3	0.00	939.62	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Shop Supplies		23.10	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Labor		360.38	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Hazardous Materials		13.52	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Mileage		92.00	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Parts		450.62	
4464	NM APPARATUS LLC	11/07/2023	Regular	0.00	1,137.54	126496
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
<u>1937</u>	Invoice	11/06/2023	Oil Change TE 4-1	0.00	1,137.54	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Mileage		92.00	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Hazardous Materials		19.27	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Parts		642.41	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Shop Supplies		23.10	
	<u>409-091-2201</u>	MAINTENANCE & REPAIR	Labor		360.76	
3884	NM BOARD OF VETERINARY MEDICINE	11/07/2023	Regular	0.00	100.00	126497

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002685</u>	Invoice	11/07/2023	Euthanasia tech licensing fee	0.00	100.00	
	<u>401-082-2269</u>	SUBSCRIPTIONS & DUES	Euthanasia tech licensing fee		100.00	
1096	NM RETIREE HEALTH-CARE AUTHORI	11/07/2023	Regular	0.00	6,203.30	126498
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002673</u>	Invoice	11/09/2023	Retiree Health Care	0.00	6,203.30	
	<u>401-000-9001</u>	Payroll Liabilities	Retiree Health Care		6,203.30	
5307	NUBE GROUP	11/07/2023	Regular	0.00	151.82	126499
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002651</u>	Invoice	11/07/2023	Monthly Contract Overage-Clerk	0.00	151.82	
	<u>401-021-2221</u>	PRINTING/PUBLISHING/A	Monthly Contract Overage-Clerk		151.82	
5307	NUBE GROUP	11/07/2023	Regular	0.00	126.82	126500
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>IN64478</u>	Invoice	11/07/2023	Copy overage charges- Finance	0.00	126.82	
	<u>401-055-2203</u>	MAINTENANCE & REPAIR	Copy overage charges- Finance		126.82	
5307	NUBE GROUP	11/07/2023	Regular	0.00	52.02	126501
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>IN64479</u>	Invoice	11/06/2023	Copier Overage's	0.00	52.02	
	<u>401-065-2225</u>	SUPPLIES- COMPUTER/PR	FY24 Overages		52.02	
5307	NUBE GROUP	11/07/2023	Regular	0.00	234.91	126502
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>64480</u>	Invoice	11/07/2023	color copy overages	0.00	234.91	
	<u>401-008-2203</u>	MAINTENANCE & REPAIR	color copy overages		234.91	
4592	PENGUIN MANAGEMENT INC.	11/07/2023	Regular	0.00	1,159.31	126503
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>76457</u>	Invoice	11/06/2023	Deputy Chief Plan	0.00	1,159.31	
	<u>405-091-2271</u>	CONTRACT - OTHER SERV	Deputy Chief Plan District 5		165.61	
	<u>406-091-2271</u>	CONTRACT - OTHER SERV	Deputy Chief Plan District 2		165.62	
	<u>407-091-2271</u>	CONTRACT - OTHER SERV	Deputy Chief Plan District 1		165.62	
	<u>408-091-2271</u>	CONTRACT - OTHER SERV	Deputy Chief Plan District 3		165.62	
	<u>409-091-2271</u>	CONTRACT - OTHER SERV	Deputy Chief Plan District 4		165.62	
	<u>413-091-2271</u>	CONTRACT - OTHER SERV	Deputy Chief Plan Admin		165.61	
	<u>418-091-2271</u>	CONTRACT - OTHER SERV	Deputy Chief Plan District 6		165.61	
5603	PFEIFER VETERINARY SERVICES, LLC	11/07/2023	Regular	0.00	494.60	126504
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2118342</u>	Invoice	11/06/2023	SNIPIT sterilizations	0.00	494.60	
	<u>431-082-2272</u>	CONTRACT - PROFESSION	SNIPIT sterilizations		494.60	
2015	PLATEAU WIRELESS	11/07/2023	Regular	0.00	4,737.16	126505
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023 1365</u>	Invoice	11/07/2023	Internet & wireless services Fire dept	0.00	127.50	
	<u>407-091-2207</u>	TELECOMMUNICATIONS	Internet & wireless services		127.50	
<u>11.2023 1934</u>	Invoice	11/07/2023	Internet & wireless services	0.00	4,609.66	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>401-096-2207</u>	TELECOMMUNICATIONS	Internet & wireless services		4,609.66	
5100	PRESBYTERIAN MEDICAL SERVICES	11/07/2023	Regular	0.00	833.33	126506
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>6-Nov-23</u>	Invoice	11/07/2023	Senior Center cleaning services	0.00	833.33	
	<u>631-057-2271</u>	CONTRACT - OTHER SERV	Senior Center cleaning services		833.33	
3859	PRUDENTIAL OVERALL SUPPLY	11/07/2023	Regular	0.00	67.97	126507
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>450697314</u>	Invoice	11/01/2023	Mats & mop, supplys	0.00	67.97	
	<u>401-016-2203</u>	MAINTENANCE & REPAIR	Mats & mop, supplys		67.97	
3859	PRUDENTIAL OVERALL SUPPLY	11/07/2023	Regular	0.00	114.44	126508
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>450697315</u>	Invoice	11/01/2023	uniforms & supplys	0.00	114.44	
	<u>401-015-2203</u>	MAINTENANCE & REPAIR	uniforms & supplys		114.44	
3859	PRUDENTIAL OVERALL SUPPLY	11/07/2023	Regular	0.00	623.01	126509
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>450697316</u>	Invoice	11/01/2023	uniforms & supplys	0.00	623.01	
	<u>401-015-2203</u>	MAINTENANCE & REPAIR	uniforms & supplys		623.01	
3462	SAMBA HOLDINGS, INC.	11/07/2023	Regular	0.00	271.21	126510
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>INV01297752</u>	Invoice	11/06/2023	Samba Safety Open PO	0.00	271.21	
	<u>413-091-2271</u>	CONTRACT - OTHER SERV	Samba Safety Open PO		271.21	
3462	SAMBA HOLDINGS, INC.	11/07/2023	Regular	0.00	278.08	126511
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>INV01253989</u>	Invoice	11/07/2023	September 2023 background checks	0.00	278.08	
	<u>401-014-2271</u>	CONTRACT-OTHER SERVI	Previous Balance		20.68	
	<u>401-014-2271</u>	CONTRACT-OTHER SERVI	Useage Charges		257.40	
3978	STAPLES BUSINESS ADVANTAGE	11/07/2023	Regular	0.00	197.91	126512
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>8071834337-2</u>	Invoice	10/26/2023	ITEMS FOR 5K	0.00	197.91	
	<u>605-003-2219</u>	SUPPLIES - GENERAL OFFI	Purple vinyl		197.91	
2856	SUPER 8 MOTEL	11/07/2023	Regular	0.00	539.31	126513
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>INV0002682</u>	Invoice	11/07/2023	DV Lodging	0.00	325.62	
	<u>691-038-2283</u>	VICTIM'S SUPPORT	DV Lodging		325.62	
<u>INV0002683</u>	Invoice	11/07/2023	DV Lodging	0.00	213.69	
	<u>691-038-2283</u>	VICTIM'S SUPPORT	DV Lodging		213.69	
4887	SUPPLY CACHE INC	11/07/2023	Regular	0.00	2,965.25	126514

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>315339A</u>	Invoice	11/02/2023	Wildland Gear District 4	0.00	2,965.25	
	<u>409-091-2248</u>		SUPPLIES - SAFETY		319.90	
	<u>409-091-2248</u>		SUPPLIES - SAFETY		1,679.70	
	<u>409-091-2248</u>		SUPPLIES - SAFETY		116.55	
	<u>409-091-2248</u>		SUPPLIES - SAFETY		249.50	
	<u>409-091-2248</u>		SUPPLIES - SAFETY		599.60	
1887	TOBY'S DOORS INC.	11/07/2023	Regular	0.00	532.87	126515
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>17292</u>	Invoice	10/26/2023	Garage Door Service District 5	0.00	532.87	
	<u>405-091-2215</u>		MAINTENANCE & REPAIR		125.00	
	<u>405-091-2215</u>		MAINTENANCE & REPAIR		400.00	
	<u>405-091-2215</u>		MAINTENANCE & REPAIR		7.87	
1335	TORRANCE COUNTY	11/07/2023	Regular	0.00	82.98	126516
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002675</u>	Invoice	11/09/2023	Torrance County Property Tax	0.00	82.98	
	<u>401-000-9001</u>		Payroll Liabilities		82.98	
1314	TRIADIC INC.	11/07/2023	Regular	0.00	4,513.52	126517
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1085534</u>	Invoice	11/07/2023	Contract services for FY24	0.00	4,513.52	
	<u>401-096-2213</u>		CONTRACT - IT SERVICES		4,513.52	
2074	U.S. POSTMASTER	11/07/2023	Regular	0.00	76.00	126518
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002648</u>	Invoice	11/06/2023	Annual PO Box Fee	0.00	76.00	
	<u>911-080-2269</u>		SUBSCRIPTIONS & DUES		76.00	
5339	US BANK CORPORATE PAYMENT SYSTEM	11/07/2023	Regular	0.00	23,121.52	126519
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.16.23 7891</u>	Invoice	11/07/2023	FUEL CARDS TC 9.15.23-10.15.23	0.00	23,121.52	
	<u>401-008-2202</u>		SUPPLIES - VEHICLE FUEL		369.80	
	<u>401-020-2202</u>		SUPPLIES-VEHICLE FUEL		86.50	
	<u>401-030-2202</u>		SUPPLIES - VEHICLE FUEL		59.01	
	<u>401-040-2202</u>		SUPPLIES - VEHICLE FUEL		52.12	
	<u>401-050-2202</u>		SUPPLIES - VEHICLE FUEL		13,886.57	
	<u>401-065-2202</u>		SUPPLIES - VEHICLE FUEL		970.02	
	<u>401-082-2202</u>		SUPPLIES - VEHICLE FUEL		882.08	
	<u>405-091-2202</u>		SUPPLIES - VEHICLE FUEL		608.41	
	<u>406-091-2202</u>		SUPPLIES - VEHICLE FUEL		628.82	
	<u>408-091-2202</u>		SUPPLIES - VEHICLE FUEL		456.27	
	<u>409-091-2202</u>		SUPPLIES - VEHICLE FUEL		163.52	
	<u>413-091-2202</u>		SUPPLIES - VEHICLE FUEL		4,167.11	
	<u>418-091-2202</u>		SUPPLIES - VEHICLE FUEL		91.32	
	<u>420-073-2202</u>		SUPPLIES - VEHICLE FUEL		100.01	
	<u>604-083-2202</u>		SUPPLIES - VEHICLE FUEL		244.81	
	<u>605-003-2202</u>		SUPPLIES - VEHICLE FUEL		76.12	
	<u>690-084-2202</u>		SUPPLIES - VEHICLE FUEL		279.03	
	Void	11/07/2023	Regular	0.00	0.00	126520
5389	VIA HOMES & DEVELOPMENT LLC	11/07/2023	Regular	0.00	4,985.63	126521

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Date Range: 11/03/2023 - 12/07/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
46	Invoice	11/06/2023	JJG Continuum Coordinator	0.00	4,985.63	
	635-068-2272		CONTRACT - PROFESSION		4,619.00	
	635-068-2272		CONTRACT - PROFESSION		366.63	
4875	WARE, SIDNEY K	11/07/2023	Regular	0.00	2,849.55	126522
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
191	Invoice	11/06/2023	JJG Boys Council Facilitator	0.00	2,849.55	
	635-068-2272		CONTRACT - PROFESSION		2,849.55	
2858	WASTE MANAGEMENT OF NM INC.	11/07/2023	Regular	0.00	1,823.42	126523
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
0572395-0573-8	Invoice	11/07/2023	Monthly dumpster charges- dist 3	0.00	836.04	
	408-091-2210		UTILITIES - WATER		836.04	
0572729-0573-8	Invoice	11/07/2023	Monthly dumpster charges- A.S	0.00	258.80	
	401-082-2210		UTILITIES - WATER		258.80	
0573057-0573-3	Invoice	11/07/2023	Monthly dumpster charges- dist5	0.00	728.58	
	405-091-2210		UTILITIES - WATER		728.58	
810	WILLARD, VILLAGE OF	11/07/2023	Regular	0.00	92.58	126524
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
10.2023	Invoice	11/07/2023	Monthly water	0.00	92.58	
	418-091-2210		UTILITIES - WATER		92.58	
3823	WITMER PUBLIC SAFETY GROUP	11/07/2023	Regular	0.00	465.60	126525
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV344063	Invoice	11/02/2023	Tools/Gear District 2	0.00	465.60	
	406-091-2248		SUPPLIES - SAFETY		465.60	
329	WS DARLEY & CO	11/07/2023	Regular	0.00	3,683.00	126526
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
17512820	Invoice	11/07/2023	ECO Hoses District 5	0.00	3,683.00	
	405-091-2248		SUPPLIES - SAFETY		3,683.00	
5381	411 EQUIPMENT, LLC.	11/15/2023	Regular	0.00	358,283.00	126527
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
5078	Invoice	11/14/2023	District 1 3000 Gallon Tanker for TCFD	0.00	358,283.00	
	407-091-2618		CAPITAL OUTLAY - VEHIC		58,283.00	
	627-091-2783		DURAN APPARATUS		300,000.00	
3207	AIRGAS USA LLC	11/15/2023	Regular	0.00	1,074.84	126528
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
5503424335	Invoice	11/15/2023	Airgas Rental Open PO	0.00	1,074.84	
	408-091-2230		SUPPLIES - MEDICAL		1,074.84	
3207	AIRGAS USA LLC	11/15/2023	Regular	0.00	229.68	126529
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
5503368587	Invoice	11/15/2023	Airgas Rental Open PO	0.00	229.68	
	405-091-2230		SUPPLIES - MEDICAL		229.68	
3207	AIRGAS USA LLC	11/15/2023	Regular	0.00	184.52	126530

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5503368588</u>	Invoice	11/14/2023	Airgas Rental Open PO	0.00	184.52	
	<u>406-091-2230</u>		SUPPLIES - MEDICAL		184.52	
3207	AIRGAS USA LLC	11/15/2023	Regular	0.00	1,717.33	126531
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5503570703</u>	Invoice	11/15/2023	Airgas Rental Open PO	0.00	1,717.33	
	<u>408-091-2230</u>		SUPPLIES - MEDICAL		1,717.33	
66	ALBUQUERQUE PUBLISHING CO.	11/15/2023	Regular	0.00	48.35	126532
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1578297</u>	Invoice	11/14/2023	Tate legal notice	0.00	48.35	
	<u>401-008-2221</u>		PRINTING/PUBLISHING/A		48.35	
5450	AMAZON BUSINESS	11/15/2023	Regular	0.00	41.23	126533
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1H1Y-JTPC-76G4</u>	Invoice	11/13/2023	Supplies District 6	0.00	41.23	
	<u>418-091-2220</u>		SUPPLIES - CLEANING		41.23	
5450	AMAZON BUSINESS	11/15/2023	Regular	0.00	138.41	126534
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1H6J-F47N-1PP6</u>	Invoice	11/09/2023	LED light bulbs	0.00	138.41	
	<u>401-087-2215</u>		MAINTENANCE & REPAIR		138.41	
5450	AMAZON BUSINESS	11/15/2023	Regular	0.00	65.86	126535
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1NWN-G4PX-6CT</u>	Invoice	11/13/2023	Detergent and Softener	0.00	65.86	
	<u>413-091-2220</u>		SUPPLIES - CLEANING		39.88	
	<u>413-091-2220</u>		SUPPLIES - CLEANING		25.98	
5450	AMAZON BUSINESS	11/15/2023	Regular	0.00	118.69	126536
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1KY9-LD64-1R3R</u>	Invoice	11/14/2023	LED bulbs	0.00	118.69	
	<u>401-050-2215</u>		MAINTENANCE & REPAIR		118.69	
5450	AMAZON BUSINESS	11/15/2023	Regular	0.00	546.43	126537

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Date Range: 11/03/2023 - 12/07/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11V1-3MMC-NK</u>	Invoice	11/06/2023	Snacks for JJC	0.00	546.43	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		16.69	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		35.44	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		40.19	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		19.72	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		113.28	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		110.85	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		29.68	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		-18.56	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		49.88	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		12.86	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		19.96	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		8.78	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		36.78	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		46.98	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		23.90	
5450	AMAZON BUSINESS	11/15/2023	Regular	0.00	145.73	126538
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1YGX-NQQ3-116</u>	Invoice	11/08/2023	Napkins/Plates/Oil/Pens/Kleenex/Tablet/	0.00	145.73	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		10.66	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		68.76	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		25.18	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		5.38	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		21.05	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		14.70	
4818	AMBITIONS TECHNOLOGY GROUP LLC	11/15/2023	Regular	0.00	1,483.58	126539
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10791</u>	Invoice	11/09/2023	NAS Backup	0.00	1,483.58	
	<u>401-096-2227</u>		MAINTENANCE & REPAIR-		539.99	
	<u>401-096-2227</u>		MAINTENANCE & REPAIR-		375.00	
	<u>401-096-2227</u>		MAINTENANCE & REPAIR-		568.59	
3043	AWARDS ETC.	11/15/2023	Regular	0.00	55.50	126540
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>24-00765</u>	Invoice	11/07/2023	TCSO Signs	0.00	55.50	
	<u>401-050-2219</u>		SUPPLIES - GENERAL OFFI		55.50	
3522	AXON ENTERPRISES, INC.	11/15/2023	Regular	0.00	25,104.59	126541
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INUS169075</u>	Invoice	11/09/2023	BWC Annual License	0.00	25,104.59	
	<u>401-050-2222</u>		SUPPLIES - FIELD SUPPLIE		550.00	
	<u>401-050-2222</u>		SUPPLIES - FIELD SUPPLIE		23,395.29	
	<u>401-050-2222</u>		SUPPLIES - FIELD SUPPLIE		1,159.30	
3522	AXON ENTERPRISES, INC.	11/15/2023	Regular	0.00	13,278.53	126542
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INUS169308</u>	Invoice	11/09/2023	Tasers Annual License	0.00	13,278.53	
	<u>401-050-2222</u>		SUPPLIES - FIELD SUPPLIE		12,964.73	
	<u>401-050-2222</u>		SUPPLIES - FIELD SUPPLIE		157.95	
	<u>401-050-2222</u>		SUPPLIES - FIELD SUPPLIE		80.85	
	<u>401-050-2222</u>		SUPPLIES - FIELD SUPPLIE		75.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5408	BANK OF AMERICA	11/15/2023	Regular	0.00	2,409.84	126543
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>102174</u>	Invoice	11/08/2023	Tools for service truck and shop Harbor Fr	0.00	2,409.84	
<u>402-060-2244</u>	MAINTENANCE & REPAIR	Tools for service truck and shop	2,409.84			
1405	BNY MELLON - AS TRUSTEE: SFCAD	11/15/2023	Regular	0.00	285.00	126544
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TOR 8-2023</u>	Invoice	11/14/2023	Santa Fe Inmate Housing 08/23	0.00	285.00	
<u>420-070-2172</u>	CARE OF INMATES	Credit	-665.00			
<u>420-070-2172</u>	CARE OF INMATES	Carmack, Steven	570.00			
<u>420-070-2172</u>	CARE OF INMATES	Lohse, William	95.00			
<u>420-070-2172</u>	CARE OF INMATES	Apodaca, Jayson	285.00			
1405	BNY MELLON - AS TRUSTEE: SFCAD	11/15/2023	Regular	0.00	570.00	126545
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TOR 9-2023</u>	Invoice	11/14/2023	Santa Fe Inmate Housing FY2024	0.00	570.00	
<u>420-070-2172</u>	CARE OF INMATES	Santa Fe Inmate Housing FY202	570.00			
5215	CAIN, DALLI	11/15/2023	Regular	0.00	515.00	126546
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TC FAIR DC</u>	Invoice	11/15/2023	TC FAIR 2023 ADD ONS	0.00	515.00	
<u>412-053-2249</u>	ANIMAL SALES AT COUNT	TC FAIR 2023 ADD ONS	515.00			
4812	CAIN, MACKLEE	11/15/2023	Regular	0.00	2,986.65	126547
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TC FAIR 2023 MC</u>	Invoice	11/15/2023	TC FAIR 2023 ANIMAL SALE & ADD ONS P	0.00	2,986.65	
<u>412-053-2249</u>	ANIMAL SALES AT COUNT	TC FAIR 2023 ANIMAL SALE & A	2,986.65			
3391	CINTAS CORPORATION NO. 2	11/15/2023	Regular	0.00	1,300.86	126548
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>5178285901</u>	Invoice	11/15/2023	SAFETY SUPPLIES	0.00	424.43	
<u>911-080-2248</u>	SUPPLIES - SAFETY	SAFETY SUPPLIES	424.43			
<u>5178285912</u>	Invoice	11/15/2023	SAFETY SUPPLIES	0.00	619.28	
<u>600-006-2248</u>	SUPPLIES - SAFETY	SAFETY SUPPLIES	619.28			
<u>5178673289</u>	Invoice	11/15/2023	SAFETY SUPPLIES	0.00	257.15	
<u>402-060-2248</u>	SUPPLIES - SAFETY	SAFETY SUPPLIES	257.15			
3770	COOPERATIVE EDUCATIONAL SERVICES	11/15/2023	Regular	0.00	259,035.94	126549
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>24-142041</u>	Invoice	11/13/2023	Tyler Incode (ERP Pro 10)	0.00	142.24	
<u>401-096-2213</u>	CONTRACT - IT SERVICES	Tyler Incode (ERP Pro 10)	142.24			
<u>24-142055</u>	Invoice	11/13/2023	Tyler Incode (ERP Pro 10)	0.00	853.43	
<u>401-096-2213</u>	CONTRACT - IT SERVICES	Tyler Incode (ERP Pro 10)	853.43			
<u>24-142058</u>	Invoice	11/13/2023	Tyler Incode (ERP Pro 10)	0.00	426.71	
<u>401-096-2213</u>	CONTRACT - IT SERVICES	Tyler Incode (ERP Pro 10)	426.71			
<u>24-142061</u>	Invoice	11/13/2023	Tyler Incode (ERP Pro 10)	0.00	320.03	
<u>401-096-2213</u>	CONTRACT - IT SERVICES	Tyler Incode (ERP Pro 10)	320.03			
<u>24-142062</u>	Invoice	11/13/2023	Tyler Incode (ERP Pro 10)	0.00	142.24	
<u>401-096-2213</u>	CONTRACT - IT SERVICES	Tyler Incode (ERP Pro 10)	142.24			
<u>24-142064</u>	Invoice	11/13/2023	Tyler Incode (ERP Pro 10)	0.00	241.80	
<u>401-096-2213</u>	CONTRACT - IT SERVICES	Tyler Incode (ERP Pro 10)	241.80			

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>24-142162</u>	Invoice	11/13/2023	Tyler Incode (ERP Pro 10)	0.00	782.31	
	<u>401-096-2213</u>		CONTRACT - IT SERVICES		782.31	
<u>24-142339</u>	Invoice	11/14/2023	Pave section of Heritage Ln CES 2023-05-	0.00	256,127.18	
	<u>836-045-2271</u>		CONTRACT - OTHER SERV		256,127.18	
5416	CRYSTAL SPRINGS	11/15/2023	Regular	0.00	16.00	126550
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>92801</u>	Invoice	11/08/2023	Water Delivery for FY24	0.00	16.00	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		16.00	
5561	CULLIGAN ABQ LLC	11/15/2023	Regular	0.00	127.50	126551
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002695</u>	Invoice	11/13/2023	CULLIGAN DISPENSER PAYMENTS	0.00	127.50	
	<u>401-040-2219</u>		SUPPLIES-OFFICE		127.50	
4383	DE LAGE LANDEN FINANCIAL SERVICE	11/15/2023	Regular	0.00	332.27	126552
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>81294072</u>	Invoice	11/13/2023	Copy Machine Lease Agreements - 25569	0.00	332.27	
	<u>401-055-2284</u>		EQUIPMENT LEASES		332.27	
4383	DE LAGE LANDEN FINANCIAL SERVICE	11/15/2023	Regular	0.00	591.15	126553
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>81295593</u>	Invoice	11/13/2023	Recurring TCSO De Lage FY2024	0.00	591.15	
	<u>401-050-2284</u>		EQUIPMENT LEASES		591.15	
4383	DE LAGE LANDEN FINANCIAL SERVICE	11/15/2023	Regular	0.00	149.05	126554
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>81262529</u>	Invoice	11/13/2023	Printer Lease	0.00	149.05	
	<u>402-060-2284</u>		LEASE EQUIPMENT		149.05	
4383	DE LAGE LANDEN FINANCIAL SERVICE	11/15/2023	Regular	0.00	442.89	126555
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>81194056</u>	Invoice	11/13/2023	Copy Machine Lease Agreement SN030	0.00	442.89	
	<u>401-010-2284</u>		EQUIPMENT LEASES		442.89	
4383	DE LAGE LANDEN FINANCIAL SERVICE	11/15/2023	Regular	0.00	308.37	126556
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>81359179</u>	Invoice	11/14/2023	TREASURER'S COPIER LEASE	0.00	308.37	
	<u>401-030-2284</u>		EQUIPMENT LEASES		308.37	
4383	DE LAGE LANDEN FINANCIAL SERVICE	11/15/2023	Regular	0.00	270.53	126557
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>81294114</u>	Invoice	11/13/2023	Monthly lease copier- DV	0.00	270.53	
	<u>690-009-2284</u>		CONTRACT - EQUIPMENT		270.53	
4383	DE LAGE LANDEN FINANCIAL SERVICE	11/15/2023	Regular	0.00	323.28	126558
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>81262408</u>	Invoice	11/13/2023	Monthly contract for copier	0.00	323.28	
	<u>612-020-2284</u>		CONTRACT - EQUIPMENT		323.28	
4383	DE LAGE LANDEN FINANCIAL SERVICE	11/15/2023	Regular	0.00	332.66	126559

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>81294101</u>	Invoice	11/13/2023	Lease for copier	0.00	332.66	
	<u>401-008-2284</u>		LEASE EQUIPMENT		332.66	
4705	DOUBLE H AUTO	11/15/2023	Regular	0.00	11.29	126560
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>080555</u>	Invoice	11/15/2023	Napa open P/O for Maint	0.00	11.29	
	<u>401-065-2218</u>		MAINTENANCE & REPAIR		11.29	
4705	DOUBLE H AUTO	11/15/2023	Regular	0.00	4.99	126561
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>080530</u>	Invoice	11/15/2023	Napa open P/O for Maint	0.00	4.99	
	<u>401-065-2218</u>		MAINTENANCE & REPAIR		4.99	
4979	DT AUTOMOTIVE	11/15/2023	Regular	0.00	4,680.00	126562
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TCSO 24-00672</u>	Invoice	11/08/2023	October 2023 Vehicle Maintenance	0.00	4,680.00	
	<u>401-050-2201</u>		MAINTENANCE & REPAIR		4,680.00	
VEN01228	EISENBERGER, MOLLIE	11/15/2023	Regular	0.00	3,960.00	126563
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR 2023 ME</u>	Invoice	11/15/2023	TC FAIR 2023 PARITAL SALE & ADD ONS	0.00	3,960.00	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		3,960.00	
51	ESTANCIA, TOWN OF	11/15/2023	Regular	0.00	10.00	126564
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002700</u>	Invoice	11/14/2023	TEMPORARY BUSINESS REGISTRATIONS	0.00	10.00	
	<u>605-003-2271</u>		CONTRACT - OTHER SERV		10.00	
2555	EVSWA	11/15/2023	Regular	0.00	17,910.21	126565
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1958</u>	Invoice	11/06/2023	Resolution 2023-28	0.00	1,673.65	
	<u>685-008-2274</u>		CONTRACT - PROPERTY C		1,250.00	
	<u>685-008-2274</u>		CONTRACT - PROPERTY C		63.65	
	<u>685-008-2274</u>		CONTRACT - PROPERTY C		360.00	
<u>DIST092023</u>	Invoice	11/15/2023	FY24 County Environmental GRT	0.00	16,236.56	
	<u>423-026-2301</u>		EVSWA JPA EGRT		16,236.56	
944	GRAINGER, INC.	11/15/2023	Regular	0.00	263.04	126566
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9869865718</u>	Invoice	11/08/2023	Supplies District 2	0.00	263.04	
	<u>406-091-2248</u>		SUPPLIES - SAFETY		263.04	
4805	HARRAL, STACY	11/15/2023	Regular	0.00	750.00	126567
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR 2023 SH</u>	Invoice	11/15/2023	TC FAIR 2023 SECRETARIAL SERVICES	0.00	750.00	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		750.00	
214	HART'S TRUSTWORTHY HARDWARE	11/15/2023	Regular	0.00	40.33	126568

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>B522921</u>	Invoice	11/08/2023	Moriarty senior open P/O FY-24	0.00	40.33	
<u>401-037-2215</u>	MAINTENANCE & REPAIR	Moriarty senior open P/O FY-24		40.33		
214	HART'S TRUSTWORTHY HARDWARE	11/15/2023	Regular	0.00	45.99	126569
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>B522939</u>	Invoice	11/08/2023	Admin open P/O FY-24	0.00	45.99	
<u>401-015-2215</u>	MAINTENANCE & REPAIR	Admin open P/O FY-24		45.99		
214	HART'S TRUSTWORTHY HARDWARE	11/15/2023	Regular	0.00	8.99	126570
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>B522940</u>	Invoice	11/08/2023	Esperanza Med open P/O FY-24	0.00	8.99	
<u>401-087-2215</u>	MAINTENANCE & REPAIR	Esperanza Med open P/O FY-24		8.99		
214	HART'S TRUSTWORTHY HARDWARE	11/15/2023	Regular	0.00	769.90	126571
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>B522863</u>	Invoice	11/08/2023	Interior Paint	0.00	769.90	
<u>911-080-2215</u>	MAINTENANCE & REPAIR	Interior Paint White (5 gal.)		129.99		
<u>911-080-2215</u>	MAINTENANCE & REPAIR	Interior Paint - 1-gal. Container		279.93		
<u>911-080-2215</u>	MAINTENANCE & REPAIR	Interior Paint - 5-gal. Container		359.98		
214	HART'S TRUSTWORTHY HARDWARE	11/15/2023	Regular	0.00	16.99	126572
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>B522094</u>	Invoice	11/08/2023	Moriarty senior open P/O FY-24	0.00	16.99	
<u>401-037-2215</u>	MAINTENANCE & REPAIR	Moriarty senior open P/O FY-24		16.99		
214	HART'S TRUSTWORTHY HARDWARE	11/15/2023	Regular	0.00	78.35	126573
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>B522845</u>	Invoice	11/08/2023	Dispatch open P/O FY-24	0.00	78.35	
<u>911-080-2215</u>	MAINTENANCE & REPAIR	Dispatch open P/O FY-24		78.35		
3929	HENRY SCHEIN MATRX MEDICAL	11/15/2023	Regular	0.00	145.15	126574
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>57777166</u>	Invoice	11/08/2023	EMS Supplies/Equipment/Medications Op	0.00	16.43	
<u>416-083-2230</u>	SUPPLIES - MEDICAL	Midazolam HCL Inj SDV 2mL 5m		16.43		
<u>58229683</u>	Invoice	11/08/2023	EMS Supplies/Equipment/Medications Op	0.00	128.72	
<u>416-083-2230</u>	SUPPLIES - MEDICAL	Fentanyl Citrate Inj SDV 2ml 50		128.72		
4910	HIGHER STANDARDS AUTOMOTIVE	11/15/2023	Regular	0.00	257.84	126575
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>4233</u>	Invoice	11/14/2023	Repair of 2007 Chevy Cobalt	0.00	257.84	
<u>605-003-2201</u>	MAINTENANCE & REPAIR	Repair of 2007 Chevy Cobalt		257.84		
4846	HORIZONS OF NEW MEXICO	11/15/2023	Regular	0.00	27.56	126576
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>SINV037988</u>	Invoice	11/14/2023	Document Destruction	0.00	27.56	
<u>401-010-2271</u>	CONTRACT-OTHER SERVI	Document Destruction		27.56		
4846	HORIZONS OF NEW MEXICO	11/15/2023	Regular	0.00	27.56	126577

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>SINV037932</u>	Invoice	11/13/2023	Recycle Bin Monthly	0.00	27.56	
	<u>612-020-2203</u>		MAINTENANCE & REPAIR	Recycle Bin Monthly	23.13	
	<u>612-020-2203</u>		MAINTENANCE & REPAIR	Recycle Bin Monthly	4.43	
4846	HORIZONS OF NEW MEXICO	11/15/2023	Regular	0.00	27.56	126578
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>SINV037971</u>	Invoice	11/14/2023	SHREDDING SERVICE FY2024	0.00	27.56	
	<u>401-030-2271</u>		CONTRACT - OTHER SERV	SHREDDING SERVICE FY2024	27.56	
4846	HORIZONS OF NEW MEXICO	11/15/2023	Regular	0.00	55.12	126579
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>SINV037980</u>	Invoice	11/14/2023	Recurring TCSO Shred Services FY2024	0.00	55.12	
	<u>401-050-2271</u>		OTHER SERVICES	Recurring TCSO Shred Services	55.12	
4846	HORIZONS OF NEW MEXICO	11/15/2023	Regular	0.00	27.56	126580
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>SINV037974</u>	Invoice	11/14/2023	DOCUMENT DESTRUCTION SERVICES	0.00	27.56	
	<u>401-040-2272</u>		CONTRACT - PROFESSION	DOCUMENT DESTRUCTION SER	27.56	
4846	HORIZONS OF NEW MEXICO	11/15/2023	Regular	0.00	27.56	126581
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>SINV037975</u>	Invoice	11/14/2023	Shredding Services	0.00	27.56	
	<u>401-055-2271</u>		OTHER SERVICES	Shredding Services	27.56	
4846	HORIZONS OF NEW MEXICO	11/15/2023	Regular	0.00	27.56	126582
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>SINV037987</u>	Invoice	11/14/2023	Document Destruction Services	0.00	27.56	
	<u>911-080-2271</u>		CONTRACTS OTHER SERVI	Document Destruction Services	23.13	
	<u>911-080-2271</u>		CONTRACTS OTHER SERVI	Document Destruction Services	4.43	
5590	HRITZ, QUINTIN	11/15/2023	Regular	0.00	1,830.38	126583
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>TC FAIR 2023 QH</u>	Invoice	11/15/2023	TC FAIR ADD ONS PARITAL SALE	0.00	1,830.38	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT	TC FAIR ADD ONS PARITAL SALE	1,830.38	
990	IRON MOUNTAIN RECORDS MANAGEMENT	11/15/2023	Regular	0.00	505.17	126584
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>202791446</u>	Invoice	11/13/2023	Off site storage of recorded documents	0.00	505.17	
	<u>612-020-2203</u>		MAINTENANCE & REPAIR	Off site storage of recorded doc	137.68	
	<u>612-020-2203</u>		MAINTENANCE & REPAIR	Off site storage of recorded doc	367.49	
4772	KILLEBREW, KAYDENCE	11/15/2023	Regular	0.00	271.65	126585
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>TC FAIR 2023 KK</u>	Invoice	11/15/2023	ADD ONS	0.00	271.65	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT	ADD ONS	271.65	
5488	KUBIAK MELTON & ASSOCIATES, LLC	11/15/2023	Regular	0.00	30,060.95	126586

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>22.932</u>	Invoice	11/15/2023	AUDIT SERVICES FY2023 FINANCIAL AUDI	0.00	30,060.95	
<u>401-005-2109</u>			CONTRACT - AUDIT FEES		30,060.95	
5222	LA MERCED DE PUEBLO DE TAJIQUE	11/15/2023	Regular	0.00	300.00	126587
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>2023-11</u>	Invoice	11/13/2023	FY2024 Tajique Land Grant Transfer Statio	0.00	300.00	
<u>401-005-2204</u>			RENT OF LAND/BUILDING		300.00	
4233	MABERRY, AMBER	11/15/2023	Regular	0.00	196.88	126588
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TC FAIR 2023 AM</u>	Invoice	11/15/2023	TC FAIR 2023 ADD ONS	0.00	196.88	
<u>412-053-2249</u>			ANIMAL SALES AT COUNT		196.88	
VEN01255	Marinea Pacheco	11/15/2023	Regular	0.00	5,380.38	126589
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TC FAIR 2023 MP</u>	Invoice	11/15/2023	TC FAIR 2023 FAIR ANIMAL SALE & ADD O	0.00	5,380.38	
<u>412-053-2249</u>			ANIMAL SALES AT COUNT		5,380.38	
4797	METZGER, KAYLA	11/15/2023	Regular	0.00	886.65	126590
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TC FAIR KM</u>	Invoice	11/15/2023	TC FAIR 2023 ADDONS	0.00	886.65	
<u>412-053-2249</u>			ANIMAL SALES AT COUNT		886.65	
VEN01149	Montoya, Joseph Colin	11/15/2023	Regular	0.00	6,115.38	126591
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TC FAIR 2023 JM</u>	Invoice	11/15/2023	TC FAIR ANIMAL SALE & ADD ONS PD IN F	0.00	6,115.38	
<u>412-053-2249</u>			ANIMAL SALES AT COUNT		6,115.38	
1139	MOUNTAINAIR, TOWN OF	11/15/2023	Regular	0.00	213.46	126592
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>11.2023</u>	Invoice	11/13/2023	Utilities- Water/Gas	0.00	213.46	
<u>401-027-2209</u>			UTILITIES - NATURAL GAS		107.52	
<u>401-027-2210</u>			UTILITIES - WATER		105.94	
177	NEW MEXICO COUNTIES	11/15/2023	Regular	0.00	300.00	126593
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002693</u>	Invoice	11/13/2023	ASSESSORS AFFILIATE MEETING	0.00	150.00	
<u>401-040-2266</u>			EMPLOYEE TRAINING		150.00	
<u>INV0002694</u>	Invoice	11/13/2023	ASSESSORS AFFILIATE MEETING	0.00	150.00	
<u>401-040-2266</u>			EMPLOYEE TRAINING		150.00	
3884	NM BOARD OF VETERINARY MEDICINE	11/15/2023	Regular	0.00	250.00	126594
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002692</u>	Invoice	11/09/2023	Euthanasia tech licensing fee	0.00	100.00	
<u>401-082-2269</u>			SUBSCRIPTIONS & DUES		100.00	
<u>INV0002699</u>	Invoice	11/14/2023	Renewal fee for Shelter license	0.00	150.00	
<u>401-082-2269</u>			SUBSCRIPTIONS & DUES		150.00	
3884	NM BOARD OF VETERINARY MEDICINE	11/21/2023	Regular	0.00	-250.00	126594
VEN01102	NM Local Government Law, LLC	11/15/2023	Regular	0.00	3,877.19	126595

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1342</u>	Invoice	11/09/2023	Legal Services	0.00	3,877.19	
	<u>401-005-2272</u>		CONTRACT - PROFESSION		3,877.19	
5307	NUBE GROUP	11/15/2023	Regular	0.00	612.11	126596
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>IN64475</u>	Invoice	11/15/2023	Recurring NUBE FY2024	0.00	612.11	
	<u>401-050-2203</u>		MAINTENANCE & REPAIR		612.11	
1449	P & M SIGNS INC	11/15/2023	Regular	0.00	1,074.00	126597
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9164</u>	Invoice	11/09/2023	Signs District 2	0.00	1,074.00	
	<u>406-091-2248</u>		SUPPLIES - SAFETY		1,074.00	
1334	PITNEY BOWES BANK INC PURCHASE POWER	11/15/2023	Regular	0.00	2,329.48	126598
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>11142023</u>	Invoice	11/09/2023	13 Month. postage	0.00	2,329.48	
	<u>401-010-2206</u>		POSTAGE		2,329.48	
1711	POSITIVE PROMOTIONS	11/15/2023	Regular	0.00	2,631.66	126599
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>07263491</u>	Invoice	11/08/2023	TCSO Promotion Materials	0.00	2,631.66	
	<u>401-050-2224</u>		SUPPLIES - EDUCATION		178.00	
	<u>401-050-2224</u>		SUPPLIES - EDUCATION		246.16	
	<u>401-050-2224</u>		SUPPLIES - EDUCATION		30.00	
	<u>401-050-2224</u>		SUPPLIES - EDUCATION		65.00	
	<u>401-050-2224</u>		SUPPLIES - EDUCATION		55.00	
	<u>401-050-2224</u>		SUPPLIES - EDUCATION		30.00	
	<u>401-050-2224</u>		SUPPLIES - EDUCATION		495.00	
	<u>401-050-2224</u>		SUPPLIES - EDUCATION		300.00	
	<u>401-050-2224</u>		SUPPLIES - EDUCATION		375.00	
	<u>401-050-2224</u>		SUPPLIES - EDUCATION		299.00	
	<u>401-050-2224</u>		SUPPLIES - EDUCATION		65.00	
	<u>401-050-2224</u>		SUPPLIES - EDUCATION		124.00	
	<u>401-050-2224</u>		SUPPLIES - EDUCATION		369.50	
3859	PRUDENTIAL OVERALL SUPPLY	11/15/2023	Regular	0.00	215.07	126600
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>450698225</u>	Invoice	11/08/2023	Uniforms	0.00	215.07	
	<u>402-060-2236</u>		SUPPLIES - UNIFORMS		215.07	
3859	PRUDENTIAL OVERALL SUPPLY	11/15/2023	Regular	0.00	67.97	126601
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>450698222</u>	Invoice	11/09/2023	Mats & mop, supplys	0.00	67.97	
	<u>401-016-2203</u>		MAINTENANCE & REPAIR		67.97	
3859	PRUDENTIAL OVERALL SUPPLY	11/15/2023	Regular	0.00	215.07	126602
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>450699116</u>	Invoice	11/13/2023	Uniforms	0.00	215.07	
	<u>402-060-2236</u>		SUPPLIES - UNIFORMS		215.07	
3859	PRUDENTIAL OVERALL SUPPLY	11/15/2023	Regular	0.00	114.44	126603

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>450698223</u>	Invoice	11/08/2023	uniforms & supplys	0.00	114.44	
	<u>401-015-2203</u>		MAINTENANCE & REPAIR		114.44	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	246.25	126604
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11.2023 4068</u>	Invoice	11/08/2023	Monthly Charges Dist 5	0.00	246.25	
	<u>405-091-2207</u>		TELECOMMUNICATIONS		246.25	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	68.67	126605
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11.2023 4080</u>	Invoice	11/08/2023	Monthly Charges	0.00	68.67	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		68.67	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	68.67	126606
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11.2023 4362</u>	Invoice	11/08/2023	Monthly Charges	0.00	68.67	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		68.67	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	130.63	126607
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11.2023 3237</u>	Invoice	11/08/2023	Monthly Charges	0.00	130.63	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		130.63	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	280.58	126608
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11.2023 5010</u>	Invoice	11/08/2023	Monthly charges Estancia	0.00	280.58	
	<u>401-036-2207</u>		TELECOMMUNICATIONS		280.58	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	68.17	126609
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11.2023 5104</u>	Invoice	11/08/2023	Monthly Charges Dist 5	0.00	68.17	
	<u>405-091-2207</u>		TELECOMMUNICATIONS		68.17	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	68.67	126610
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11.2023 4381</u>	Invoice	11/08/2023	Monthly Charges	0.00	68.67	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		68.67	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	38.33	126611
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11.2023 1277</u>	Invoice	11/08/2023	Monthly Charges	0.00	38.33	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		38.33	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	128.49	126612
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11.2023 3165</u>	Invoice	11/08/2023	Monthly Charges	0.00	128.49	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		128.49	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	201.32	126613

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>11.2023 4425</u>	Invoice	11/08/2023	Monthly charges Moriarty	0.00	201.32	
	<u>401-037-2207</u>		TELECOMMUNICATIONS Monthly charges Moriarty		201.32	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	390.42	126614
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>11.2023 4341</u>	Invoice	11/08/2023	Monthly Charges	0.00	390.42	
	<u>401-096-2207</u>		TELECOMMUNICATIONS Monthly Charges 4341		390.42	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	322.66	126615
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023 0058</u>	Invoice	11/13/2023	Monthly Charges	0.00	322.66	
	<u>401-096-2207</u>		TELECOMMUNICATIONS Monthly Charges 0058		322.66	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	120.89	126616
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>11.2023 2550</u>	Invoice	11/08/2023	Monthly Charges	0.00	120.89	
	<u>401-096-2207</u>		TELECOMMUNICATIONS Monthly Charges 2550		120.89	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	65.20	126617
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>11.2023 2885</u>	Invoice	11/08/2023	Monthly charges Mountainair	0.00	65.20	
	<u>401-027-2207</u>		TELECOMMUNICATIONS Monthly charges Mountainair		65.20	
107	QWEST CORPORATION	11/15/2023	Regular	0.00	559.33	126618
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>11.2023 1022</u>	Invoice	11/08/2023	Monthly charges Dispatch	0.00	559.33	
	<u>911-080-2207</u>		TELECOMMUNICATIONS Monthly charges Dispatch		559.33	
5578	RUSSELL, CHAYCE	11/15/2023	Regular	0.00	8,885.38	126619
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR 2023 CR</u>	Invoice	11/15/2023	TC FAIR ANIMAL SALE & ADD ONS PD IN F	0.00	8,885.38	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT TC FAIR ANIMAL SALE & ADD O		8,885.38	
7	SAM'S CLUB DIRECT	11/15/2023	Regular	0.00	45.00	126620
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>11.2023</u>	Invoice	11/14/2023	Yearly membership renewal	0.00	45.00	
	<u>401-082-2269</u>		SUBSCRIPTIONS & DUES Annual membership renewal		45.00	
5579	SARNO, SHELBY	11/15/2023	Regular	0.00	260.38	126621
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR 2023 SS</u>	Invoice	11/15/2023	TC FAIR 2023 ADD ONS	0.00	260.38	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT TC FAIR 2023 ADD ONS		260.38	
5426	SENERGY PETROLEUM, LLC	11/15/2023	Regular	0.00	4,807.75	126622
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>672117</u>	Invoice	11/08/2023	Fuel	0.00	3,226.49	
	<u>402-060-2202</u>		SUPPLIES - VEHICLE FUEL Fuel		3,226.49	
<u>677919</u>	Invoice	11/14/2023	Fuel	0.00	1,581.26	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	402-060-2202	SUPPLIES - VEHICLE FUEL	Fuel		1,581.26	
5335	SOUTHERN TIRE MART	11/15/2023	Regular	0.00	1,379.20	126623
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>INV0002686</u>	Invoice	11/08/2023	Backhoe tires	0.00	1,379.20	
	<u>402-060-2232</u>		SUPPLIES-TIRES		1,379.20	
1407	TAJIQUE MDWCA	11/15/2023	Regular	0.00	6,550.00	126624
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>R2023-11</u>	Invoice	11/14/2023	COMMISSION APPROVED ARPA FUNDS DI	0.00	6,550.00	
	<u>836-045-2263</u>		SUPPLIES - FURNITURE/FI		6,550.00	
VEN01189	Teleflex LLC	11/15/2023	Regular	0.00	103.36	126625
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>9507622859</u>	Invoice	11/09/2023	EZ-IO Drivers and Equipment	0.00	103.36	
	<u>416-083-2230</u>		SUPPLIES - MEDICAL		103.36	
VEN01189	Teleflex LLC	11/15/2023	Regular	0.00	1,663.36	126626
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>9507616432</u>	Invoice	11/09/2023	EZ-IO Drivers and Equipment	0.00	1,663.36	
	<u>416-083-2230</u>		SUPPLIES - MEDICAL		550.00	
	<u>416-083-2230</u>		SUPPLIES - MEDICAL		563.36	
	<u>416-083-2230</u>		SUPPLIES - MEDICAL		550.00	
VEN01189	Teleflex LLC	11/15/2023	Regular	0.00	1,100.00	126627
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>9507649079</u>	Invoice	11/09/2023	EZ-IO Drivers and Equipment	0.00	1,100.00	
	<u>416-083-2230</u>		SUPPLIES - MEDICAL		1,100.00	
VEN01189	Teleflex LLC	11/15/2023	Regular	0.00	40.27	126628
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>9507616437</u>	Invoice	11/09/2023	EZ-IO Drivers and Equipment	0.00	40.27	
	<u>416-083-2230</u>		SUPPLIES - MEDICAL		40.27	
VEN01189	Teleflex LLC	11/15/2023	Regular	0.00	226.82	126629
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>9507616435</u>	Invoice	11/09/2023	EZ-IO Drivers and Equipment	0.00	226.82	
	<u>416-083-2230</u>		SUPPLIES - MEDICAL		226.82	
5605	TRANSWORLD NETWORK CORP.	11/15/2023	Regular	0.00	176.10	126630
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>156776430420</u>	Invoice	11/15/2023	INTERNET FOR 702 DUNLAVY WILLARD DI	0.00	176.10	
	<u>406-091-2207</u>		TELECOMMUNICATIONS		176.10	
5193	UNIVERSAL BACKGROUND SCREENING	11/15/2023	Regular	0.00	490.65	126631
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>202310013415</u>	Invoice	11/13/2023	Background screenings & drug testing	0.00	490.65	
	<u>401-014-2271</u>		CONTRACT-OTHER SERVI		390.03	
	<u>411-092-2271</u>		CONTRACT - OTHER SERV		100.62	
VEN01257	Vanessa Lucero	11/15/2023	Regular	0.00	4,875.00	126632

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TC FAIR 2023 VL</u>	Invoice	11/15/2023	TC FAIR 2023 FAIR ANIMAL SALE & ADD O	0.00	4,875.00	
<u>412-053-2249</u>	ANIMAL SALES AT COUNT	TC FAIR 2023 FAIR ANIMAL SALE	4,875.00			
1	WAGNER EQUIPMENT CO.	11/15/2023	Regular	0.00	1,672.12	126633
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>S10W0913351</u>	Invoice	11/08/2023	Service on all purchased equipment from	0.00	525.63	
<u>402-060-2244</u>	MAINTENANCE & REPAIR	Service on all purchased equip	525.63			
<u>S1W0915307</u>	Invoice	11/08/2023	Service on all purchased equipment from	0.00	1,146.49	
<u>402-060-2244</u>	MAINTENANCE & REPAIR	Service on all purchased equip	1,146.49			
4799	WALDROP, BAILEY	11/15/2023	Regular	0.00	2,040.38	126634
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TC FAIR 2023 BW</u>	Invoice	11/15/2023	TC FAIR ADD ONS	0.00	2,040.38	
<u>412-053-2249</u>	ANIMAL SALES AT COUNT	TC FAIR ADD ONS MINUS \$25	2,040.38			
4800	WALDROP, RYAN	11/15/2023	Regular	0.00	5,891.65	126635
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TC FAIR 2023 RW</u>	Invoice	11/15/2023	TC FAIR 2023 ANIMAL SALE AND ADD ON	0.00	5,891.65	
<u>412-053-2249</u>	ANIMAL SALES AT COUNT	TC FAIR 2023 ANIMAL SALE AND	5,891.65			
419	AFLAC	11/21/2023	Regular	0.00	2,568.06	126636
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002652</u>	Invoice	11/09/2023	Aflac	0.00	900.38	
<u>401-000-9001</u>	Payroll Liabilities	Aflac	900.38			
<u>INV0002653</u>	Invoice	11/09/2023	Aflac	0.00	383.65	
<u>401-000-9001</u>	Payroll Liabilities	Aflac	383.65			
<u>INV0002761</u>	Invoice	11/22/2023	Aflac	0.00	900.38	
<u>401-000-9001</u>	Payroll Liabilities	Aflac	900.38			
<u>INV0002762</u>	Invoice	11/22/2023	Aflac	0.00	383.65	
<u>401-000-9001</u>	Payroll Liabilities	Aflac	383.65			
4709	ALBUQUERQUE OFFICE SYSTEMS	11/21/2023	Regular	0.00	2,553.27	126637
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>11201</u>	Invoice	11/16/2023	Duran's Office Furniture	0.00	2,553.27	
<u>620-094-2218</u>	MAINTENANCE & REPAIR	Bracket Assembly	25.00			
<u>620-094-2218</u>	MAINTENANCE & REPAIR	Taxes for Labor, Delivery for Inst	57.15			
<u>620-094-2218</u>	MAINTENANCE & REPAIR	Duran's Office Furniture	1,567.37			
<u>620-094-2218</u>	MAINTENANCE & REPAIR	Tackboard for Deputies Room	183.75			
<u>620-094-2218</u>	MAINTENANCE & REPAIR	Labor, Delivery for Install	720.00			
5450	AMAZON BUSINESS	11/21/2023	Regular	0.00	2,915.19	126638
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1Y4P-LR3M-796</u>	Invoice	11/17/2023	Pepperball Guns & Accessories	0.00	2,915.19	
<u>410-050-2222</u>	SUPPLIES - FIELD SUPPLIE	Maddog Hopper	10.99			
<u>410-050-2222</u>	SUPPLIES - FIELD SUPPLIE	Paintball Gun	919.96			
<u>410-050-2222</u>	SUPPLIES - FIELD SUPPLIE	Paintball Tank	124.99			
<u>410-050-2222</u>	SUPPLIES - FIELD SUPPLIE	Pepperball Rounds 1	1,078.38			
<u>410-050-2222</u>	SUPPLIES - FIELD SUPPLIE	Pepperball Rounds 2	718.92			
<u>410-050-2222</u>	SUPPLIES - FIELD SUPPLIE	Tippmann Hopper	61.95			
5450	AMAZON BUSINESS	11/21/2023	Regular	0.00	89.98	126639

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>31VI</u>	Invoice	11/15/2023	Copy Paper	0.00	89.98	
	<u>402-060-2219</u>		SUPPLIES - GENERAL OFFI		89.98	
5450	AMAZON BUSINESS	11/21/2023	Regular	0.00	199.50	126640
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1NXQ-6D1W-DGT</u>	Invoice	11/20/2023	Seat Belt Locks	0.00	199.50	
	<u>416-083-2230</u>		SUPPLIES - MEDICAL		199.50	
VEN01211	Argus Prisoner Transport, Inc	11/21/2023	Regular	0.00	2,778.31	126641
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC-00002</u>	Invoice	11/17/2023	Extradition: Belker, Brian; Wichita, KS	0.00	2,778.31	
	<u>401-050-2272</u>		CONTRACT - PROFESSION		2,778.31	
4426	CHAVEZ, EILEEN	11/21/2023	Regular	0.00	237.50	126642
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002726</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
3910	CHAVEZ, PAUL "TITO"	11/21/2023	Regular	0.00	266.50	126643
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002711</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	266.50	
	<u>401-021-2226</u>		ELECTION COSTS		266.50	
5486	CHAVEZ, STELLA L.	11/21/2023	Regular	0.00	85.00	126644
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002747</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	85.00	
	<u>401-021-2226</u>		ELECTION COSTS		85.00	
4270	COLONIAL LIFE	11/21/2023	Regular	0.00	531.42	126645
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002656</u>	Invoice	11/09/2023	Colonial	0.00	126.32	
	<u>401-000-9001</u>		Payroll Liabilities		126.32	
<u>INV0002657</u>	Invoice	11/09/2023	Colonial Post tax	0.00	139.39	
	<u>401-000-9001</u>		Payroll Liabilities		139.39	
<u>INV0002765</u>	Invoice	11/22/2023	Colonial	0.00	126.32	
	<u>401-000-9001</u>		Payroll Liabilities		126.32	
<u>INV0002766</u>	Invoice	11/22/2023	Colonial Post tax	0.00	139.39	
	<u>401-000-9001</u>		Payroll Liabilities		139.39	
5416	CRYSTAL SPRINGS	11/21/2023	Regular	0.00	16.00	126646
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9256553</u>	Invoice	11/15/2023	WATER DELIVERY SERVICE FY2024	0.00	16.00	
	<u>401-030-2271</u>		CONTRACT - OTHER SERV		16.00	
4389	Davaya Lucero	11/21/2023	Regular	0.00	237.50	126647
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002731</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
VEN01187	Dearborn Life Insurance Company	11/21/2023	Regular	0.00	917.10	126648

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002647</u>	Invoice	11/02/2023	VISION INSURANCE	0.00	36.44	
<u>401-000-9001</u>	Payroll Liabilities	VISION INSURANCE	36.44			
<u>INV0002654</u>	Invoice	11/09/2023	VISION INSURANCE	0.00	338.90	
<u>401-000-9001</u>	Payroll Liabilities	VISION INSURANCE	338.90			
<u>INV0002655</u>	Invoice	11/09/2023	VISION POST TAX	0.00	101.43	
<u>401-000-9001</u>	Payroll Liabilities	VISION INSURANCE	101.43			
<u>INV0002763</u>	Invoice	11/22/2023	VISION INSURANCE	0.00	338.90	
<u>401-000-9001</u>	Payroll Liabilities	VISION INSURANCE	338.90			
<u>INV0002764</u>	Invoice	11/22/2023	VISION POST TAX	0.00	101.43	
<u>401-000-9001</u>	Payroll Liabilities	VISION INSURANCE	101.43			
4834	DELTA DENTAL OF NEW MEXICO INC	11/21/2023	Regular	0.00	4,274.68	126649
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002658</u>	Invoice	11/09/2023	Dental Insurance	0.00	1,522.95	
<u>401-000-9001</u>	Payroll Liabilities	Dental Insurance	1,522.95			
<u>INV0002659</u>	Invoice	11/09/2023	Dental Insurance	0.00	614.39	
<u>401-000-9001</u>	Payroll Liabilities	Dental Insurance	614.39			
<u>INV0002767</u>	Invoice	11/22/2023	Dental Insurance	0.00	1,522.95	
<u>401-000-9001</u>	Payroll Liabilities	Dental Insurance	1,522.95			
<u>INV0002768</u>	Invoice	11/22/2023	Dental Insurance	0.00	614.39	
<u>401-000-9001</u>	Payroll Liabilities	Dental Insurance	614.39			
5319	DUCHARME, ARTHUR	11/21/2023	Regular	0.00	95.00	126650
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002791</u>	Invoice	11/21/2023	PZ Board member compensation	0.00	95.00	
<u>401-008-2300</u>	TRAVEL - APPOINTED BO	PZ Board member compensatio	95.00			
607	DUNLAP, DELLA R.	11/21/2023	Regular	0.00	237.50	126651
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002727</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
<u>401-021-2226</u>	ELECTION COSTS	2023 RLE/Election Day	237.50			
4957	ESO Solutions Inc	11/21/2023	Regular	0.00	17,766.98	126652
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>ESO-122085</u>	Invoice	11/21/2023	ESO Fire and EMS Package	0.00	17,766.98	
<u>405-091-2271</u>	CONTRACT - OTHER SERV	Fire, EMS Package and Google	2,538.14			
<u>406-091-2271</u>	CONTRACT - OTHER SERV	Fire, EMS Package and Google	2,538.14			
<u>407-091-2271</u>	CONTRACT - OTHER SERV	Fire, EMS Package and Google	2,538.14			
<u>408-091-2271</u>	CONTRACT - OTHER SERV	Fire, EMS Package and Google	2,538.14			
<u>409-091-2271</u>	CONTRACT - OTHER SERV	Fire, EMS Package and Google	2,538.14			
<u>413-091-2271</u>	CONTRACT - OTHER SERV	Fire, EMS Package and Google	2,538.14			
<u>418-091-2271</u>	CONTRACT - OTHER SERV	Fire, EMS Package and Google	2,538.14			
5548	ESTRADA, CHRISTINA	11/21/2023	Regular	0.00	95.00	126653
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002792</u>	Invoice	11/21/2023	PZ Board member compensation	0.00	95.00	
<u>401-008-2300</u>	TRAVEL - APPOINTED BO	PZ Board member compensatio	95.00			
2555	EVSWA	11/21/2023	Regular	0.00	30,300.12	126654

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1959</u>	Invoice	11/07/2023	Resolution 2023-29	0.00	4,333.65	
	<u>685-008-2274</u>		CONTRACT - PROPERTY C		64.00	
	<u>685-008-2274</u>		CONTRACT - PROPERTY C		643.65	
	<u>685-008-2274</u>		CONTRACT - PROPERTY C		16.00	
	<u>685-008-2274</u>		CONTRACT - PROPERTY C		3,250.00	
	<u>685-008-2274</u>		CONTRACT - PROPERTY C		360.00	
<u>4404</u>	Invoice	11/15/2023	Tipping Fees	0.00	13,639.16	
	<u>419-005-2292</u>		EWSA TIPPING FEES		13,639.16	
<u>4435</u>	Invoice	11/15/2023	Tipping Fees	0.00	12,327.31	
	<u>419-005-2292</u>		EWSA TIPPING FEES		12,327.31	
VEN01268	Fidel Chavez Jr	11/21/2023	Regular	0.00	286.50	126655
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>INV0002712</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	286.50	
	<u>401-021-2226</u>		ELECTION COSTS		286.50	
VEN01260	Frank Ballejos	11/21/2023	Regular	0.00	257.50	126656
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>INV0002732</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	257.50	
	<u>401-021-2226</u>		ELECTION COSTS		257.50	
3064	FROST, JIM	11/21/2023	Regular	0.00	95.00	126657
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>INV0002795</u>	Invoice	11/21/2023	PZ board member compensation	0.00	95.00	
	<u>401-008-2300</u>		TRAVEL - APPOINTED BO		95.00	
1156	GARLEY, MARINA	11/21/2023	Regular	0.00	237.50	126658
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>INV0002749</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
VEN01130	Gary May	11/21/2023	Regular	0.00	237.50	126659
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>INV0002756</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
VEN01250	Gilbert RW Sanchez	11/21/2023	Regular	0.00	95.00	126660
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>INV0002794</u>	Invoice	11/21/2023	PZ Board member compensation	0.00	95.00	
	<u>401-008-2300</u>		TRAVEL - APPOINTED BO		95.00	
5019	GLOBE LIFE & ACCIDENT INSURANCE	11/21/2023	Regular	0.00	326.00	126661
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>INV0002661</u>	Invoice	11/09/2023	Globe Life Insurance	0.00	163.00	
	<u>401-000-9001</u>		Payroll Liabilities		163.00	
<u>INV0002770</u>	Invoice	11/22/2023	Globe Life Insurance	0.00	163.00	
	<u>401-000-9001</u>		Payroll Liabilities		163.00	
4609	GUTIERREZ, MARY R.	11/21/2023	Regular	0.00	237.50	126662

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002746</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
214	HART'S TRUSTWORTHY HARDWARE	11/21/2023	Regular	0.00	4.99	126663
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>B524133</u>	Invoice	11/15/2023	Harts Open PO 7/23-11/23	0.00	4.99	
	<u>405-091-2215</u>		MAINTENANCE & REPAIR		4.99	
214	HART'S TRUSTWORTHY HARDWARE	11/21/2023	Regular	0.00	19.98	126664
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>B524046</u>	Invoice	11/20/2023	Esperanza Med open P/O FY-24	0.00	19.98	
	<u>401-087-2215</u>		MAINTENANCE & REPAIR		19.98	
1702	HINDI, YVONNE	11/21/2023	Regular	0.00	266.50	126665
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002734</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	266.50	
	<u>401-021-2226</u>		ELECTION COSTS		266.50	
VEN01262	Ivy Noelle Gabaldon	11/21/2023	Regular	0.00	237.50	126666
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002720</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
VEN01263	Jacquetta L Harvey	11/21/2023	Regular	0.00	237.50	126667
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002728</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
1161	JENKINS, DARLENE I.	11/21/2023	Regular	0.00	237.50	126668
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002715</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
3712	JOHNSTON, DANIELLE	11/21/2023	Regular	0.00	332.50	126669
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002751</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
<u>INV0002793</u>	Invoice	11/21/2023	PZ Board member compensation	0.00	95.00	
	<u>401-008-2300</u>		TRAVEL - APPOINTED BO		95.00	
VEN01264	Joseph David Snodgrass	11/21/2023	Regular	0.00	237.50	126670
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002721</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
2705	KANE, MS. ETHEL JANELL	11/21/2023	Regular	0.00	237.50	126671

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002733</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
5435	KAYSER, HAYLEE	11/21/2023	Regular	0.00	85.00	126672
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002710</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	85.00	
	<u>401-021-2226</u>		ELECTION COSTS		85.00	
2927	KAYSER, SARAH	11/21/2023	Regular	0.00	85.00	126673
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002709</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	85.00	
	<u>401-021-2226</u>		ELECTION COSTS		85.00	
3713	KOLL, REBECCA L	11/21/2023	Regular	0.00	237.50	126674
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002724</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
4339	LIBERTY NATIONAL LIFE INSURANCE	11/21/2023	Regular	0.00	704.60	126675
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002663</u>	Invoice	11/09/2023	Liberty Life Insurance	0.00	162.86	
	<u>401-000-9001</u>		Payroll Liabilities		162.86	
<u>INV0002664</u>	Invoice	11/09/2023	Liberty Life Insurance	0.00	189.44	
	<u>401-000-9001</u>		Payroll Liabilities		189.44	
<u>INV0002772</u>	Invoice	11/22/2023	Liberty Life Insurance	0.00	162.86	
	<u>401-000-9001</u>		Payroll Liabilities		162.86	
<u>INV0002773</u>	Invoice	11/22/2023	Liberty Life Insurance	0.00	189.44	
	<u>401-000-9001</u>		Payroll Liabilities		189.44	
5492	LOPEZ, JAMES	11/21/2023	Regular	0.00	257.50	126676
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002744</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	257.50	
	<u>401-021-2226</u>		ELECTION COSTS		257.50	
VEN01259	Lorella Alderete	11/21/2023	Regular	0.00	237.50	126677
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002740</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
5144	LORI LEE ALDERATE	11/21/2023	Regular	0.00	267.50	126678
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002723</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	267.50	
	<u>401-021-2226</u>		ELECTION COSTS		267.50	
2527	LOVATO, MARLA	11/21/2023	Regular	0.00	257.50	126679
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002743</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	257.50	
	<u>401-021-2226</u>		ELECTION COSTS		257.50	
2952	LUCERO, TANYA	11/21/2023	Regular	0.00	291.50	126680

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002729</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	291.50	
	<u>401-021-2226</u>		ELECTION COSTS		291.50	
4897	LUJAN, GLINDA G	11/21/2023	Regular	0.00	237.50	126681
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002739</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
947	LUNA, ANNETTE P	11/21/2023	Regular	0.00	246.50	126682
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002748</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	246.50	
	<u>401-021-2226</u>		ELECTION COSTS		246.50	
VEN01131	MAES FRANCISCO	11/21/2023	Regular	0.00	237.50	126683
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002735</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
2536	MAES, KAREN	11/21/2023	Regular	0.00	301.50	126684
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002738</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	301.50	
	<u>401-021-2226</u>		ELECTION COSTS		301.50	
3477	MANZANO MEDICAL GROUP, P.C.	11/21/2023	Regular	0.00	834.09	126685
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>TORCTY 0923</u>	Invoice	11/17/2023	Certification Medical Exam	0.00	834.09	
	<u>401-050-2272</u>		CONTRACT - PROFESSION		834.09	
VEN01261	Maria Loretta Garcia	11/21/2023	Regular	0.00	257.50	126686
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002737</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	257.50	
	<u>401-021-2226</u>		ELECTION COSTS		257.50	
4918	MARKETING STRATEGIES INC	11/21/2023	Regular	0.00	216.96	126687
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002707</u>	Invoice	11/16/2023	MARKETING STRATEGIES INC BUSINESS C	0.00	216.96	
	<u>401-040-2219</u>		SUPPLIES-OFFICE		36.16	
	<u>401-040-2219</u>		SUPPLIES-OFFICE		36.16	
	<u>401-040-2219</u>		SUPPLIES-OFFICE		36.16	
	<u>401-040-2219</u>		SUPPLIES-OFFICE		36.16	
	<u>401-040-2219</u>		SUPPLIES-OFFICE		36.16	
	<u>401-040-2219</u>		SUPPLIES-OFFICE		36.16	
2240	MASSEY, DEBBIE	11/21/2023	Regular	0.00	237.50	126688
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002714</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
5495	MAY, CATHERINE M.	11/21/2023	Regular	0.00	237.50	126689

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002741</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
VEN01183	Metropolitan Life Insurance Company	11/21/2023	Regular	0.00	2,402.74	126690
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002665</u>	Invoice	11/09/2023	MET LIFE LTD	0.00	657.79	
	<u>401-000-9001</u>		Payroll Liabilities		657.79	
<u>INV0002666</u>	Invoice	11/09/2023	Metlife employer	0.00	513.62	
	<u>401-000-9001</u>		Payroll Liabilities		513.62	
<u>INV0002667</u>	Invoice	11/09/2023	Metropolitan Supplemental Life	0.00	29.96	
	<u>401-000-9001</u>		Payroll Liabilities		29.96	
<u>INV0002774</u>	Invoice	11/22/2023	MET LIFE LTD	0.00	657.79	
	<u>401-000-9001</u>		Payroll Liabilities		657.79	
<u>INV0002775</u>	Invoice	11/22/2023	Metlife employer	0.00	513.62	
	<u>401-000-9001</u>		Payroll Liabilities		513.62	
<u>INV0002776</u>	Invoice	11/22/2023	Metropolitan Supplemental Life	0.00	29.96	
	<u>401-000-9001</u>		Payroll Liabilities		29.96	
1932	MIRANDA, RUBENA	11/21/2023	Regular	0.00	306.50	126691
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002713</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	306.50	
	<u>401-021-2226</u>		ELECTION COSTS		306.50	
5441	MURRAY, JULIE	11/21/2023	Regular	0.00	296.50	126692
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002722</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	296.50	
	<u>401-021-2226</u>		ELECTION COSTS		296.50	
VEN01236	New Mexico Association of Emergency Manage	11/21/2023	Regular	0.00	100.00	126693
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>7714752939</u>	Invoice	11/20/2023	2023 NM Emergency Management Confer	0.00	100.00	
	<u>604-083-2266</u>		EMPLOYEE TRAINING		100.00	
177	NEW MEXICO COUNTIES	11/21/2023	Regular	0.00	1,100.00	126694
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002706</u>	Invoice	11/16/2023	2024 LEGISLATIVE CONFERENCE	0.00	550.00	
	<u>610-040-2266</u>		EMPLOYEE TRAINING		550.00	
<u>TCSO 2024 LC</u>	Invoice	11/17/2023	Leg. Conf. Registration	0.00	550.00	
	<u>401-050-2266</u>		EMPLOYEE TRAINING		550.00	
177	NEW MEXICO COUNTIES	11/21/2023	Regular	0.00	275.00	126695
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002757</u>	Invoice	11/17/2023	2024 Legislative Conference	0.00	275.00	
	<u>401-021-2266</u>		EMPLOYEE TRAINING		275.00	
177	NEW MEXICO COUNTIES	11/21/2023	Regular	0.00	550.00	126696
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002759</u>	Invoice	11/20/2023	2024 Midwinter Conference	0.00	550.00	
	<u>401-007-2266</u>		EMPLOYEE TRAINING		550.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4987	NEW YORK LIFE	11/21/2023	Regular	0.00	152.14	126697
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002778</u>	Invoice	11/22/2023	New York Life Insurance	0.00	67.17	
<u>401-000-9001</u>	Payroll Liabilities		New York Life Insurance		67.17	
<u>INV0002779</u>	Invoice	11/22/2023	New York Life Insurance	0.00	84.97	
<u>401-000-9001</u>	Payroll Liabilities		New York Life Insurance		84.97	
4464	NM APPARATUS LLC	11/21/2023	Regular	0.00	850.60	126698
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1943</u>	Invoice	11/16/2023	Change Oil E33	0.00	850.60	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Hazardous Materials		13.56	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Shop Supplies		23.10	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Parts		453.25	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Labor		354.69	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Mileage		6.00	
4464	NM APPARATUS LLC	11/21/2023	Regular	0.00	773.29	126699
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1941</u>	Invoice	11/16/2023	Oil Change TE 3-2	0.00	773.29	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Parts		378.30	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Hazardous Materials		11.35	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Mileage		6.00	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Shop Supplies		23.10	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Labor		354.54	
4464	NM APPARATUS LLC	11/21/2023	Regular	0.00	702.36	126700
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1942</u>	Invoice	11/16/2023	Oil Change Brush 3-1	0.00	702.36	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Labor		354.41	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Hazardous Materials		9.29	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Mileage		6.00	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Shop Supplies		23.10	
<u>408-091-2201</u>	MAINTENANCE & REPAIR		Parts		309.56	
3884	NM BOARD OF VETERINARY MEDICINE	11/21/2023	Regular	0.00	150.00	126701
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>shelter license</u>	Invoice	11/21/2023	renewal fee for shelter license	0.00	150.00	
<u>401-082-2269</u>	SUBSCRIPTIONS & DUES		renewal fee for shelter license		150.00	
3884	NM BOARD OF VETERINARY MEDICINE	11/21/2023	Regular	0.00	100.00	126702
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>c.isom</u>	Invoice	11/21/2023	Euthanasia tech licensing fee	0.00	100.00	
<u>401-082-2269</u>	SUBSCRIPTIONS & DUES		Euthanasia tech licensing fee		100.00	
1096	NM RETIREE HEALTH-CARE AUTHORI	11/21/2023	Regular	0.00	6,385.66	126703
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002688</u>	Invoice	11/09/2023	Retiree Health Care	0.00	4.45	
<u>401-000-9001</u>	Payroll Liabilities		Retiree Health Care		4.45	
<u>INV0002782</u>	Invoice	11/22/2023	Retiree Health Care	0.00	6,381.21	
<u>401-000-9001</u>	Payroll Liabilities		Retiree Health Care		6,381.21	
5307	NUBE GROUP	11/21/2023	Regular	0.00	353.54	126704

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>IN64693</u>	Invoice	11/15/2023	Nube TC-14 2023	0.00	353.54	
	<u>401-010-2271</u>		CONTRACT-OTHER SERVI		282.83	
	<u>401-014-2271</u>		CONTRACT-OTHER SERVI		70.71	
VEN01129	PALMER MARSHALL	11/21/2023	Regular	0.00	257.50	126705
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002752</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	257.50	
	<u>401-021-2226</u>		ELECTION COSTS		257.50	
5147	PAMELA BURCHETT	11/21/2023	Regular	0.00	237.50	126706
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002717</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
5603	PFEIFER VETERINARY SERVICES, LLC	11/21/2023	Regular	0.00	840.00	126707
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2122051</u>	Invoice	11/20/2023	SNIPIT sterilizations	0.00	840.00	
	<u>431-082-2272</u>		CONTRACT - PROFESSION		840.00	
681	PICTOMETRY INTERNATIONAL CORP	11/21/2023	Regular	0.00	35,565.89	126708
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002705</u>	Invoice	11/16/2023	PAYMENT FOR PICTOMETRY IMAGERY	0.00	35,565.89	
	<u>610-040-2228</u>		SOFTWARE		35,565.89	
2021	PRE-PAID LEGAL SERVICES, INC	11/21/2023	Regular	0.00	419.84	126709
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002662</u>	Invoice	11/09/2023	Legal Shield	0.00	209.92	
	<u>401-000-9001</u>		Payroll Liabilities		209.92	
<u>INV0002771</u>	Invoice	11/22/2023	Legal Shield	0.00	209.92	
	<u>401-000-9001</u>		Payroll Liabilities		209.92	
4832	PRESBYTERIAN HEALTH PLAN	11/21/2023	Regular	0.00	79,988.18	126710
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002671</u>	Invoice	11/09/2023	Presbyterian Health Insurance	0.00	32,088.02	
	<u>401-000-9001</u>		Payroll Liabilities		32,088.02	
<u>INV0002672</u>	Invoice	11/09/2023	Presbyterian Health Insurance	0.00	7,906.07	
	<u>401-000-9001</u>		Payroll Liabilities		7,906.07	
<u>INV0002780</u>	Invoice	11/22/2023	Presbyterian Health Insurance	0.00	32,088.02	
	<u>401-000-9001</u>		Payroll Liabilities		32,088.02	
<u>INV0002781</u>	Invoice	11/22/2023	Presbyterian Health Insurance	0.00	7,906.07	
	<u>401-000-9001</u>		Payroll Liabilities		7,906.07	
3859	PRUDENTIAL OVERALL SUPPLY	11/21/2023	Regular	0.00	67.97	126711
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>450699113</u>	Invoice	11/15/2023	Mats & mop, supplys	0.00	67.97	
	<u>401-016-2203</u>		MAINTENANCE & REPAIR		67.97	
3859	PRUDENTIAL OVERALL SUPPLY	11/21/2023	Regular	0.00	114.44	126712

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>450699114</u>	Invoice	11/15/2023	uniforms & supplys	0.00	114.44	
	<u>401-015-2203</u>		MAINTENANCE & REPAIR uniforms & supplys		114.44	
VEN01269	Rian Jude Plant	11/21/2023	Regular	0.00	237.50	126713
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002755</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS 2023 RLE/Election Day		237.50	
883	ROMERO, GLORIA	11/21/2023	Regular	0.00	313.50	126714
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002742</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	313.50	
	<u>401-021-2226</u>		ELECTION COSTS 2023 RLE/Election Day		313.50	
4969	ROMERO, JOANNE L	11/21/2023	Regular	0.00	237.50	126715
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002753</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS 2023 RLE/Election Day		237.50	
VEN01127	ROSS TONJA G	11/21/2023	Regular	0.00	237.50	126716
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002725</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS 2023 RLE/Election Day		237.50	
5426	SENERGY PETROLEUM, LLC	11/21/2023	Regular	0.00	3,519.45	126717
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>414807324</u>	Invoice	11/20/2023	Fuel	0.00	3,519.45	
	<u>402-060-2202</u>		SUPPLIES - VEHICLE FUEL Fuel		3,519.45	
2241	SHANFELDT, MARGARET M	11/21/2023	Regular	0.00	237.50	126718
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002754</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS 2023 RLE/Election Day		237.50	
VEN01265	Shannon I Cobb	11/21/2023	Regular	0.00	237.50	126719
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002745</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS 2023 RLE/Election Day		237.50	
VEN01245	Shirley Aileen Payne	11/21/2023	Regular	0.00	257.50	126720
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002750</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	257.50	
	<u>401-021-2226</u>		ELECTION COSTS 2023 RLE/Election Day		257.50	
3720	SHOVELIN, LINDA	11/21/2023	Regular	0.00	266.50	126721
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002719</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	266.50	
	<u>401-021-2226</u>		ELECTION COSTS 2023 RLE/Election Day		266.50	
1335	TORRANCE COUNTY	11/21/2023	Regular	0.00	82.98	126722

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002784</u>	Invoice	11/22/2023	Torrance County Property Tax	0.00	82.98	
	<u>401-000-9001</u>		Payroll Liabilities		82.98	
5439	VILLAFUERTE, NAOMI	11/21/2023	Regular	0.00	257.50	126723
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002730</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	257.50	
	<u>401-021-2226</u>		ELECTION COSTS		257.50	
4853	WAC UPFITTERS LLC	11/21/2023	Regular	0.00	80.00	126724
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>11906</u>	Invoice	11/17/2023	Durango Window Tinting	0.00	80.00	
	<u>410-050-2222</u>		SUPPLIES - FIELD SUPPLIE		80.00	
1	WAGNER EQUIPMENT CO.	11/21/2023	Regular	0.00	417.36	126725
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>878024</u>	Invoice	11/20/2023	Repairs,Parts and Labor ,Cutting edges	0.00	417.36	
	<u>402-060-2244</u>		MAINTENANCE & REPAIR		417.36	
2787	WASHINGTON NATIONAL INSURANCE CO	11/21/2023	Regular	0.00	79.96	126726
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002678</u>	Invoice	11/09/2023	Washington National Life	0.00	39.98	
	<u>401-000-9001</u>		Payroll Liabilities		39.98	
<u>INV0002787</u>	Invoice	11/22/2023	Washington National Life	0.00	39.98	
	<u>401-000-9001</u>		Payroll Liabilities		39.98	
5148	WILLIAM BURCHETT	11/21/2023	Regular	0.00	237.50	126727
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002716</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
5438	ZAMORA, TAMMY	11/21/2023	Regular	0.00	306.50	126728
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002718</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	306.50	
	<u>401-021-2226</u>		ELECTION COSTS		306.50	
VEN01256	360training.com, Inc	12/06/2023	Regular	0.00	120.00	126729
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV48209</u>	Invoice	11/30/2023	EHS Training Course - Safety Officer	0.00	120.00	
	<u>600-006-2266</u>		EMPLOYEE TRAINING		120.00	
3	4 RIVERS EQUIPMENT, LLC	12/06/2023	Regular	0.00	858.48	126730
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1554523</u>	Invoice	11/27/2023	Poly Wafer	0.00	858.48	
	<u>402-060-2244</u>		MAINTENANCE & REPAIR		858.48	
5450	AMAZON BUSINESS	12/06/2023	Regular	0.00	37.99	126731

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1PYP-GGV9-1RW</u>	Invoice	11/27/2023	NIMS Field Guide and Hammers	0.00	37.99	
	<u>604-083-2248</u>		SUPPLIES - SAFETY		17.99	
	<u>604-083-2248</u>		SUPPLIES - SAFETY		20.00	
5450	AMAZON BUSINESS	12/06/2023	Regular	0.00	239.00	126732
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1WWW-7MCQ-D</u>	Invoice	11/28/2023	PicassoTab XL Drawing Tablet	0.00	239.00	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		239.00	
5450	AMAZON BUSINESS	12/06/2023	Regular	0.00	98.98	126733
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>13MY-CJPY-36YF</u>	Invoice	11/29/2023	Girls Circle Fall Supply list	0.00	98.98	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		49.99	
	<u>635-068-2219</u>		SUPPLIES - GENERAL OFFI		48.99	
5450	AMAZON BUSINESS	12/06/2023	Regular	0.00	118.69	126734
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1T4Q-NWWT-71</u>	Invoice	11/29/2023	LED Bulbs	0.00	118.69	
	<u>401-016-2215</u>		MAINTENANCE & REPAIR		118.69	
5450	AMAZON BUSINESS	12/06/2023	Regular	0.00	278.11	126735
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1N7L-7L7Y-6PCX</u>	Invoice	12/04/2023	Supplies	0.00	278.11	
	<u>413-091-2219</u>		SUPPLIES - GENERAL OFFI		36.25	
	<u>413-091-2220</u>		SUPPLIES - CLEANING		28.89	
	<u>413-091-2220</u>		SUPPLIES - CLEANING		23.62	
	<u>413-091-2220</u>		SUPPLIES - CLEANING		32.89	
	<u>413-091-2220</u>		SUPPLIES - CLEANING		82.19	
	<u>416-083-2219</u>		SUPPLIES - GENERAL OFFI		20.61	
	<u>416-083-2219</u>		SUPPLIES - GENERAL OFFI		53.66	
5450	AMAZON BUSINESS	12/06/2023	Regular	0.00	575.28	126736
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1R1D-GCDL-LNC</u>	Invoice	12/04/2023	Patches for Jackets	0.00	575.28	
	<u>416-083-2248</u>		SUPPLIES - SAFETY		83.88	
	<u>416-083-2248</u>		SUPPLIES - SAFETY		491.40	
5450	AMAZON BUSINESS	12/06/2023	Regular	0.00	241.00	126737
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1XTQ-VCJT-H4RN</u>	Invoice	11/28/2023	Office Supplies	0.00	241.00	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		71.88	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		33.29	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		14.00	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		13.99	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		24.75	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		83.09	
5450	AMAZON BUSINESS	12/06/2023	Regular	0.00	2,079.37	126738

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1P6N.HVMJ-17TF</u>	Invoice	12/06/2023	HVAC filters	0.00	2,079.37	
	<u>401-015-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filters Admin	272.58	
	<u>401-016-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filters JUD cler	90.86	
	<u>401-016-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filters D/A	88.99	
	<u>401-016-2215</u>		MAINTENANCE & REPAIR	FAN BELT D/A	15.55	
	<u>401-016-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filters CR-1	89.88	
	<u>401-016-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filter CR-1	78.88	
	<u>401-016-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filters D/A	89.88	
	<u>401-016-2215</u>		MAINTENANCE & REPAIR	FAN BELT	9.61	
	<u>401-016-2215</u>		MAINTENANCE & REPAIR	FAN BELT	12.89	
	<u>401-023-2215</u>		MAINTENANCE & REPAIR	HVAC filters	72.68	
	<u>401-023-2215</u>		MAINTENANCE & REPAIR	HVAC filters	64.61	
	<u>401-027-2215</u>		MAINTENANCE & REPAIR	Filter MSC	98.84	
	<u>401-027-2215</u>		MAINTENANCE & REPAIR	HVAC filters	64.61	
	<u>401-036-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filter ESC	97.40	
	<u>401-036-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filters	71.71	
	<u>401-036-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filters	55.94	
	<u>401-037-2215</u>		MAINTENANCE & REPAIR	HVAC filters	64.61	
	<u>401-050-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filter sheriff	134.29	
	<u>401-050-2215</u>		MAINTENANCE & REPAIR	air filter E/M sheriff	98.84	
	<u>401-082-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filters	131.56	
	<u>401-087-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filter Esperanz	68.97	
	<u>401-087-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filters	71.71	
	<u>401-087-2215</u>		MAINTENANCE & REPAIR	HVAC filters	64.61	
	<u>401-087-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filter Esperanz	78.88	
	<u>911-080-2215</u>		MAINTENANCE & REPAIR	air filters - HVAC-Filter Dispatch	90.99	
	Void	12/06/2023	Regular	0.00	0.00	126739
5450	AMAZON BUSINESS	12/06/2023	Regular	0.00	44.94	126740
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1MK3-YDJW-4K7</u>	Invoice	12/06/2023	Rehab Snacks	0.00	44.94	
	<u>604-083-2248</u>		SUPPLIES - SAFETY	Rehab Snacks	44.94	
5450	AMAZON BUSINESS	12/06/2023	Regular	0.00	36.29	126741
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1QTF-PTNH-MPR</u>	Invoice	12/04/2023	Supplies District 4	0.00	36.29	
	<u>409-091-2248</u>		SUPPLIES - SAFETY	Pressure Washer Hose	36.29	
5450	AMAZON BUSINESS	12/06/2023	Regular	0.00	119.72	126742
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1XD4-P9QL-PMX</u>	Invoice	12/04/2023	Supplies	0.00	119.72	
	<u>413-091-2219</u>		SUPPLIES - GENERAL OFFI	Planner	9.99	
	<u>413-091-2219</u>		SUPPLIES - GENERAL OFFI	Calendar	23.98	
	<u>413-091-2219</u>		SUPPLIES - GENERAL OFFI	Sticky Notes	12.99	
	<u>413-091-2220</u>		SUPPLIES - CLEANING	Scott Paper Towels	41.75	
	<u>413-091-2220</u>		SUPPLIES - CLEANING	Febreze Air	16.05	
	<u>416-083-2219</u>		SUPPLIES - GENERAL OFFI	Cutlery Combo	14.96	
5450	AMAZON BUSINESS	12/06/2023	Regular	0.00	178.18	126743
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1CW3-WJH4-VXY</u>	Invoice	11/30/2023	Kyocera Copier Supplies	0.00	178.18	
	<u>604-083-2219</u>		SUPPLIES - GENERAL OFFI	Kyocera Copier Toner	118.29	
	<u>604-083-2219</u>		SUPPLIES - GENERAL OFFI	Kyocera Copier Waste Toner Box	59.89	
5450	AMAZON BUSINESS	12/06/2023	Regular	0.00	153.89	126744

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1R1D-GCDL-XC9D</u>	Invoice	11/29/2023	Office Supplies	0.00	153.89	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		8.99	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		31.98	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		8.99	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		7.49	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		9.99	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		21.99	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		20.89	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		6.58	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		36.99	
5450	AMAZON BUSINESS	12/06/2023	Regular	0.00	21.58	126745
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1F3X-NMWP-X1N</u>	Invoice	12/06/2023	Thumb Drives	0.00	21.58	
	<u>604-083-2219</u>		SUPPLIES - GENERAL OFFI		21.58	
5408	BANK OF AMERICA	12/06/2023	Regular	0.00	1,178.28	126746
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002851</u>	Invoice	12/06/2023	Parts and supplies for Road Dept Trucks	0.00	1,178.28	
	<u>402-060-2201</u>		MAINTENANCE & REPAIR		1,178.28	
2104	BARELA, JESSICA	12/06/2023	Regular	0.00	237.50	126747
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002801</u>	Invoice	11/22/2023	2023 RLE/Election Day	0.00	237.50	
	<u>401-021-2226</u>		ELECTION COSTS		237.50	
4117	BI INC	12/06/2023	Regular	0.00	115.48	126748
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1372733</u>	Invoice	12/06/2023	GPS device / contractual agreement	0.00	115.48	
	<u>420-073-2218</u>		MAINTENANCE & REPAIR		115.48	
859	BOUND TREE MEDICAL, LLC	12/06/2023	Regular	0.00	475.50	126749
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>85165015</u>	Invoice	12/04/2023	EMS Supplies/Equipment/Medications FY	0.00	475.50	
	<u>416-083-2230</u>		SUPPLIES - MEDICAL		475.50	
859	BOUND TREE MEDICAL, LLC	12/06/2023	Regular	0.00	93.54	126750
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>85161910</u>	Invoice	12/04/2023	EMS Supplies/Equipment/Medications FY	0.00	93.54	
	<u>416-083-2230</u>		SUPPLIES - MEDICAL		93.54	
859	BOUND TREE MEDICAL, LLC	12/06/2023	Regular	0.00	2,294.82	126751
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>85163544</u>	Invoice	12/04/2023	EMS Supplies/Equipment/Medications FY	0.00	2,294.82	
	<u>416-083-2230</u>		SUPPLIES - MEDICAL		2,294.82	
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	360.12	126752
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>10.2023.9702</u>	Invoice	11/22/2023	Estancia Senior Center monthly elec bill	0.00	360.12	
	<u>401-036-2208</u>		UTILITIES - ELECTRICITY		360.12	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	263.01	126753
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 1201</u>	Invoice	11/22/2023	Moriarty Senior Center monthly elec bill	0.00	263.01	
<u>401-037-2208</u>	UTILITIES - ELECTRICITY	Moriarty Senior Center monthly	263.01			
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	476.88	126754
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 4400</u>	Invoice	11/22/2023	Dist 3 Monthly electric bill	0.00	476.88	
<u>408-091-2208</u>	UTILITIES - ELECTRICITY	Dist 3 Monthly electric bill- 870	113.07			
<u>408-091-2208</u>	UTILITIES - ELECTRICITY	Dist 3 Monthly electric bill- 440	23.62			
<u>408-091-2208</u>	UTILITIES - ELECTRICITY	Dist 3 Monthly electric bill- 510	340.19			
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	214.54	126755
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 2801</u>	Invoice	11/22/2023	Health dept monthly electric bill	0.00	214.54	
<u>401-024-2208</u>	UTILITIES - ELECTRICITY	Health dept monthly electric bill	214.54			
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	2,287.24	126756
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 9001</u>	Invoice	11/22/2023	Judicial Monthly electric bill	0.00	2,287.24	
<u>401-016-2208</u>	UTILITIES - ELECTRICITY	Judicial Monthly electric bill	2,287.24			
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	240.69	126757
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 6900</u>	Invoice	11/22/2023	Fairgrounds Monthly electric bill	0.00	240.69	
<u>401-053-2208</u>	UTILITIES - ELECTRICITY	Fairgrounds Monthly electric bill	35.51			
<u>401-053-2208</u>	UTILITIES - ELECTRICITY	Fairgrounds Monthly electric bill	23.48			
<u>401-053-2208</u>	UTILITIES - ELECTRICITY	Fairgrounds Monthly electric bill-	28.38			
<u>401-053-2208</u>	UTILITIES - ELECTRICITY	Fairgrounds Monthly electric bill	26.71			
<u>401-053-2208</u>	UTILITIES - ELECTRICITY	Fairgrounds Monthly electric bill	126.61			
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	123.65	126758
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 4000</u>	Invoice	11/22/2023	Dist 4 Monthly electric bill	0.00	123.65	
<u>409-091-2208</u>	UTILITIES - ELECTRICITY	Dist 4 Monthly electric bill- 270	67.80			
<u>409-091-2208</u>	UTILITIES - ELECTRICITY	Dist 4 Monthly electric bill- 400	55.85			
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	248.16	126759
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 0701</u>	Invoice	11/22/2023	Sheriff Monthly electric bill	0.00	248.16	
<u>401-050-2208</u>	UTILITIES - ELECTRICITY	Sheriff Monthly electric bill	248.16			
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	55.71	126760
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 9301</u>	Invoice	11/22/2023	Dist 6 Monthly electric bill	0.00	55.71	
<u>418-091-2208</u>	UTILITIES - ELECTRICITY	Dist 6 Monthly electric bill	55.71			
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	227.13	126761

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 9100</u>	Invoice	11/22/2023	Dist 2 Monthly electric bill	0.00	227.13	
	<u>406-091-2208</u>		UTILITIES - ELECTRICITY		36.18	
	<u>406-091-2208</u>		UTILITIES - ELECTRICITY		190.95	
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	523.22	126762
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 7901</u>	Invoice	11/22/2023	Mountaintair Senior Center Monthly elec	0.00	523.22	
	<u>401-027-2208</u>		UTILITIES - ELECTRICITY		523.22	
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	2,371.13	126763
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 3000</u>	Invoice	11/22/2023	Monthly Electric for FY24	0.00	2,371.13	
	<u>401-015-2208</u>		UTILITIES - ELECTRICITY		2,371.13	
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	153.22	126764
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 4503</u>	Invoice	11/22/2023	Monthly Electric FY24	0.00	153.22	
	<u>604-083-2208</u>		UTILITIES - ELECTRICITY		153.22	
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	302.87	126765
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 4401</u>	Invoice	11/22/2023	Monthly Electric FY24	0.00	302.87	
	<u>401-082-2208</u>		UTILITIES - ELECTRICITY		302.87	
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	91.68	126766
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 6000</u>	Invoice	11/22/2023	Dist 1 Monthly electric bill	0.00	91.68	
	<u>407-091-2208</u>		UTILITIES - ELECTRICITY		26.04	
	<u>407-091-2208</u>		UTILITIES - ELECTRICITY		43.89	
	<u>407-091-2208</u>		UTILITIES - ELECTRICITY		21.75	
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	64.73	126767
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 7505</u>	Invoice	11/22/2023	Monthly Electric FY24	0.00	64.73	
	<u>604-083-2208</u>		UTILITIES - ELECTRICITY		64.73	
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	397.46	126768
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 3300</u>	Invoice	11/22/2023	Dist 5 Monthly Elec bill	0.00	397.46	
	<u>405-091-2208</u>		UTILITIES - ELECTRICITY		152.20	
	<u>405-091-2208</u>		UTILITIES - ELECTRICITY		216.86	
	<u>405-091-2208</u>		UTILITIES - ELECTRICITY		28.40	
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	56.43	126769
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10.2023 9300</u>	Invoice	11/22/2023	Monthly Electric bill	0.00	56.43	
	<u>401-021-2208</u>		UTILITIES - ELECTRICITY		56.43	
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	1,356.35	126770

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023 1300</u>	Invoice	11/22/2023	Monthly Electric bill	0.00	1,356.35	
	<u>413-091-2208</u>		UTILITIES - ELECTRICITY		452.11	
	<u>911-080-2208</u>		UTILITIES - ELECTRICITY		56.64	
	<u>911-080-2208</u>		UTILITIES - ELECTRICITY		595.65	
	<u>911-080-2208</u>		UTILITIES - ELECTRICITY		251.95	
106	CENTRAL NM ELECTRIC COOP.	12/06/2023	Regular	0.00	33.28	126771
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023 3806</u>	Invoice	11/22/2023	Road Monthly Electric bill	0.00	33.28	
	<u>402-060-2208</u>		UTILITIES - ELECTRICITY		33.28	
4905	CHAVEZ, VENESSA I	12/06/2023	Regular	0.00	301.50	126772
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002800</u>	Invoice	11/22/2023	2023 RLE/Election Day	0.00	301.50	
	<u>401-021-2226</u>		ELECTION COSTS		301.50	
766	COBURN AUTOMOTIVE & DIESEL	12/06/2023	Regular	0.00	142.95	126773
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>61223</u>	Invoice	11/09/2023	Oil Change	0.00	142.95	
	<u>401-005-2201</u>		MAINTENANCE & REPAIR		142.95	
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/06/2023	Regular	0.00	308.38	126774
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>81439202</u>	Invoice	11/29/2023	LEASE FOR COPY MACHINE	0.00	308.38	
	<u>401-040-2284</u>		EQUIPMENT LEASES		308.38	
5308	DIRECTV, LLC.	12/06/2023	Regular	0.00	107.89	126775
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>069212456X2311</u>	Invoice	12/04/2023	Direct TV for Fire dept	0.00	107.89	
	<u>416-083-2271</u>		CONTRACT - OTHER SERV		107.89	
4705	DOUBLE H AUTO	12/06/2023	Regular	0.00	21.37	126776
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>080722</u>	Invoice	11/28/2023	Napa open P/O for Maint	0.00	21.37	
	<u>401-065-2218</u>		MAINTENANCE & REPAIR		21.37	
4705	DOUBLE H AUTO	12/06/2023	Regular	0.00	23.85	126777
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>080716</u>	Invoice	11/28/2023	Napa open P/O for Maint	0.00	23.85	
	<u>401-065-2218</u>		MAINTENANCE & REPAIR		23.85	
4705	DOUBLE H AUTO	12/06/2023	Regular	0.00	3,181.68	126778
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>080454</u>	Invoice	12/05/2023	Parts for Road fleet	0.00	3,150.66	
	<u>402-060-2244</u>		MAINTENANCE & REPAIR		3,150.66	
<u>579229</u>	Invoice	11/29/2023	auto parts and maintenance as needed	0.00	6.04	
	<u>401-008-2201</u>		MAINTENANCE & REPAIR		6.04	
<u>INV0002803</u>	Invoice	11/29/2023	FLEET EQUIPMENT.	0.00	24.98	
	<u>401-040-2201</u>		MAINTENANCE & REPAIR		24.98	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
156	EASTVIEW	12/06/2023	Regular	0.00	239.76	126779
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10/30/23</u>	Invoice	12/05/2023	Welding equipment,rods,wire, torch gas.	0.00	143.75	
	<u>402-060-2250</u>		SUPPLIES - SHOP		143.75	
<u>11-20-23</u>	Invoice	12/06/2023	Welding equipment,rods,wire, torch gas.	0.00	96.01	
	<u>402-060-2250</u>		SUPPLIES - SHOP		96.01	
50	EMW GAS ASSOCIATION	12/06/2023	Regular	0.00	5,543.66	126780
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>11.2023 0500</u>	Invoice	12/04/2023	Monthly gas bill	0.00	336.55	
	<u>418-091-2209</u>		UTILITIES - NATURAL GAS		336.55	
<u>11.2023 0580</u>	Invoice	12/04/2023	Monthly gas bill	0.00	281.10	
	<u>401-082-2209</u>		UTILITIES - NATURAL GAS		281.10	
<u>11.2023 1850</u>	Invoice	12/04/2023	Monthly gas bill	0.00	745.73	
	<u>401-015-2209</u>		UTILITIES - NATURAL GAS		745.73	
<u>11.2023 1860</u>	Invoice	12/04/2023	Monthly gas bill	0.00	448.33	
	<u>402-060-2209</u>		UTILITIES - NATURAL GAS		448.33	
<u>11.2023 1990</u>	Invoice	12/04/2023	Monthly gas bill	0.00	104.90	
	<u>401-024-2209</u>		UTILITIES - NATURAL GAS		104.90	
<u>11.2023 2330</u>	Invoice	12/04/2023	Monthly gas bll	0.00	241.65	
	<u>401-037-2209</u>		UTILITIES - NATURAL GAS		241.65	
<u>11.2023 3680</u>	Invoice	12/04/2023	Monthly gas bill	0.00	226.97	
	<u>406-091-2209</u>		UTILITIES - NATURAL GAS		226.97	
<u>11.2023 4090</u>	Invoice	12/04/2023	Monthly gas bill	0.00	25.47	
	<u>401-053-2209</u>		UTILITIES - NATURAL GAS		25.47	
<u>11.2023 4510</u>	Invoice	12/04/2023	Monthly gas bill	0.00	226.97	
	<u>405-091-2209</u>		UTILITIES - NATURAL GAS		226.97	
<u>11.2023 5390</u>	Invoice	12/04/2023	Monthly gas bill	0.00	393.91	
	<u>408-091-2209</u>		UTILITIES - NATURAL GAS		393.91	
<u>11.2023 5690</u>	Invoice	12/04/2023	Monthly gas bill	0.00	90.18	
	<u>402-060-2209</u>		UTILITIES - NATURAL GAS		90.18	
<u>11.2023 5870</u>	Invoice	12/04/2023	Monthly gas bill	0.00	209.11	
	<u>401-036-2209</u>		UTILITIES - NATURAL GAS		209.11	
<u>11.2023 6000</u>	Invoice	12/04/2023	Monthly gas bill	0.00	1,421.95	
	<u>401-016-2209</u>		UTILITIES - NATURAL GAS		1,421.95	
<u>11.2023 6140</u>	Invoice	12/04/2023	Monthly gas bill	0.00	263.16	
	<u>401-050-2209</u>		UTILITIES - NATURAL GAS		263.16	
<u>11.2023 6230</u>	Invoice	12/04/2023	Monthly gas bill	0.00	100.59	
	<u>612-020-2308</u>		VOTING MACHINE STORA		100.59	
<u>11.2023 6380</u>	Invoice	12/04/2023	Monthly gas bill	0.00	79.89	
	<u>612-020-2308</u>		VOTING MACHINE STORA		79.89	
<u>11.2023 9250</u>	Invoice	12/04/2023	Monthly gas bill	0.00	171.82	
	<u>408-091-2209</u>		UTILITIES - NATURAL GAS		171.82	
<u>11.2023 9530</u>	Invoice	12/04/2023	Monthly gas bill	0.00	175.38	
	<u>911-080-2209</u>		UTILITIES - NATURAL GAS		175.38	
	Void	12/06/2023	Regular	0.00	0.00	126781
2554	EPCOR USA, INC.	12/06/2023	Regular	0.00	106.43	126782
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10.2023</u>	Invoice	11/29/2023	Monthly water dist 2	0.00	106.43	
	<u>406-091-2210</u>		UTILITIES - WATER		106.43	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
51	ESTANCIA, TOWN OF	12/06/2023	Regular	0.00	2,120.78	126783
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>11.2023 1108</u>	Invoice	12/05/2023	Monthly water bill	0.00	203.47	
<u>402-060-2210</u>	UTILITIES - WATER	Monthly water bill-1108	203.47			
<u>11.2023 1112</u>	Invoice	12/05/2023	Monthly water bill	0.00	449.25	
<u>401-015-2210</u>	UTILITIES - WATER	Monthly water bill-1112	449.25			
<u>11.2023 1380</u>	Invoice	12/05/2023	Monthly water bill	0.00	127.94	
<u>401-050-2210</u>	UTILITIES - WATER	Monthly water bill- 1380	127.94			
<u>11.2023 249</u>	Invoice	12/05/2023	Monthly water bill	0.00	127.94	
<u>401-036-2210</u>	UTILITIES - WATER	Monthly water bill	127.94			
<u>11.2023 291</u>	Invoice	12/05/2023	Monthly water bill	0.00	101.48	
<u>401-053-2210</u>	UTILITIES - WATER	Monthly water bill- 291	101.48			
<u>11.2023 373</u>	Invoice	12/05/2023	Monthly water bill	0.00	101.48	
<u>401-024-2210</u>	UTILITIES - WATER	Monthly water bill	101.48			
<u>11.2023 40</u>	Invoice	12/05/2023	Monthly Water bill	0.00	270.51	
<u>401-016-2210</u>	UTILITIES - WATER	Monthly Water bill	270.51			
<u>11.2023 750</u>	Invoice	12/05/2023	Monthly water bill	0.00	228.71	
<u>401-053-2210</u>	UTILITIES - WATER	Monthly water bill- 750	228.71			
<u>Town of Estancia</u>	Invoice	11/30/2023	Estancia Aquatic Center	0.00	510.00	
<u>605-003-2271</u>	CONTRACT - OTHER SERV	Estancia Aquatic Center - pool u	510.00			
2555	EWSWA	12/06/2023	Regular	0.00	127.32	126784
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>001-0001151546</u>	Invoice	12/04/2023	Animal disposal	0.00	127.32	
<u>401-082-2210</u>	UTILITIES - WATER	Animal disposal	127.32			
430	FLEMING CHEMICAL CO INC	12/06/2023	Regular	0.00	62.88	126785
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>58705</u>	Invoice	11/30/2023	Ultra Germicidal Bleach	0.00	62.88	
<u>401-015-2215</u>	MAINTENANCE & REPAIR	Ultra Germicidal Bleach	62.88			
5359	GALLAGHER BENEFIT SERVICES, INC.	12/06/2023	Regular	0.00	2,754.00	126786
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>299116</u>	Invoice	11/22/2023	FY2024 Consulting Services	0.00	2,754.00	
<u>401-014-2272</u>	CONTRACT - PROFESSION	FY2024 Consulting Services	2,754.00			
1862	GALLS LLC	12/06/2023	Regular	0.00	1,096.07	126787
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>026314171</u>	Invoice	11/29/2023	Softshell Jackets	0.00	1,096.07	
<u>416-083-2248</u>	SUPPLIES - SAFETY	Softshell Jackets M	313.16			
<u>416-083-2248</u>	SUPPLIES - SAFETY	Softshell Jackets L	347.96			
<u>416-083-2248</u>	SUPPLIES - SAFETY	Softshell Jackets XL	347.96			
<u>416-083-2248</u>	SUPPLIES - SAFETY	Softshell Jackets 2X	86.99			
36	GUSTIN HARDWARE, INC.	12/06/2023	Regular	0.00	41.48	126788
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>366439</u>	Invoice	11/27/2023	Mountainair Sen open P/O FY-24	0.00	41.48	
<u>401-027-2215</u>	MAINTENANCE & REPAIR	Mountainair Sen open P/O FY-2	41.48			
214	HART'S TRUSTWORTHY HARDWARE	12/06/2023	Regular	0.00	93.90	126789

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>8523933</u>	Invoice	11/27/2023	Esperanza Med open P/O FY-24	0.00	93.90	
<u>401-087-2215</u>	MAINTENANCE & REPAIR	Esperanza Med open P/O FY-24	93.90			
214	HART'S TRUSTWORTHY HARDWARE	12/06/2023	Regular	0.00	22.07	126790
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>8524905</u>	Invoice	12/04/2023	Harts Open PO 12/23-3/24	0.00	22.07	
<u>405-091-2248</u>	SUPPLIES - SAFETY	Harts Open PO 12/23-3/24	22.07			
VEN01165	Healthfront P.C.	12/06/2023	Regular	0.00	1,500.00	126791
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>2205</u>	Invoice	12/05/2023	Medical Director Services Contract PO for	0.00	1,500.00	
<u>416-083-2271</u>	CONTRACT - OTHER SERV	Medical Director Services FY24	1,500.00			
5531	HEARST TELEVISION	12/06/2023	Regular	0.00	539.42	126792
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002848</u>	Invoice	12/06/2023	Advertising for RLE 2023	0.00	539.42	
<u>401-021-2221</u>	PRINTING/PUBLISHING/A	Advertising for RLE 2023	539.42			
3587	HOMESTEAD WATER CO.	12/06/2023	Regular	0.00	28.88	126793
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>12.2023</u>	Invoice	12/05/2023	Monthly water bill district 5	0.00	28.88	
<u>405-091-2210</u>	UTILITIES - WATER	Monthly water bill district 5	28.88			
4846	HORIZONS OF NEW MEXICO	12/06/2023	Regular	0.00	4.65	126794
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>SINV037120</u>	Invoice	11/29/2023	Document Destruction	0.00	4.65	
<u>401-010-2271</u>	CONTRACT-OTHER SERVI	Document Destruction	4.65			
VEN01161	HSI Emergency Care Solutions, Inc	12/06/2023	Regular	0.00	250.00	126795
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1936263</u>	Invoice	11/30/2023	CPR Digital Certification Cards	0.00	250.00	
<u>600-006-2266</u>	EMPLOYEE TRAINING	CPR Digital Certification Cards	250.00			
5229	IMMENSE IMPACT, LLC.	12/06/2023	Regular	0.00	457.00	126796
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>21-1006JHZ</u>	Invoice	12/06/2023	EBWPC website annual subscription	0.00	457.00	
<u>650-071-2271</u>	CONTRACT - OTHER SERV	EBWPC website annual subscrip	457.00			
14	JUNIOR'S TIRE & AUTO PARTS INC.	12/06/2023	Regular	0.00	1,349.90	126797
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>193974</u>	Invoice	12/04/2023	Tires District 5	0.00	1,349.90	
<u>405-091-2201</u>	MAINTENANCE & REPAIR	Tires	1,179.90			
<u>405-091-2201</u>	MAINTENANCE & REPAIR	Mount and Balance	170.00			
5179	LEAF CAPITAL FUNDING LLC	12/06/2023	Regular	0.00	572.53	126798
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>15553761</u>	Invoice	11/29/2023	3 HP Designjet	0.00	572.53	
<u>401-007-2284</u>	EQUIPMENT LEASES	3 HP Designjet	572.53			
2291	LOBO INTERNET SERVICES LTD	12/06/2023	Regular	0.00	49.50	126799

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>N10954-15</u>	Invoice	12/05/2023	Internet Services- DV	0.00	49.50	
<u>690-086-2207</u>	TELECOMMUNICATIONS	Internet Services- DV	49.50			
2291	LOBO INTERNET SERVICES LTD	12/06/2023	Regular	0.00	155.00	126800
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>N10715-54</u>	Invoice	12/05/2023	Internet Services	0.00	155.00	
<u>401-096-2207</u>	TELECOMMUNICATIONS	Internet Services IT	155.00			
2291	LOBO INTERNET SERVICES LTD	12/06/2023	Regular	0.00	475.00	126801
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>N10926-51</u>	Invoice	12/04/2023	Internet services-Fire	0.00	475.00	
<u>405-091-2207</u>	TELECOMMUNICATIONS	Internet services- dist 5	139.69			
<u>406-091-2207</u>	TELECOMMUNICATIONS	Internet services- dist- 2	139.69			
<u>409-091-2207</u>	TELECOMMUNICATIONS	Internet services- dist 4	139.69			
<u>413-091-2207</u>	TELECOMMUNICATIONS	Internet services- dist- admin	55.93			
2291	LOBO INTERNET SERVICES LTD	12/06/2023	Regular	0.00	45.00	126802
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>N12084-48</u>	Invoice	12/04/2023	Internet Services	0.00	45.00	
<u>401-096-2207</u>	TELECOMMUNICATIONS	Internet Services A.S	45.00			
2291	LOBO INTERNET SERVICES LTD	12/06/2023	Regular	0.00	137.50	126803
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>N10958-50</u>	Invoice	12/05/2023	Internet Services	0.00	137.50	
<u>911-080-2207</u>	TELECOMMUNICATIONS	Internet Services	137.50			
5621	MAGOURILOS, FRANK G.	12/06/2023	Regular	0.00	1,583.00	126804
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002806</u>	Invoice	11/30/2023	Program evaluation	0.00	1,583.00	
<u>605-002-2271</u>	CONTRACT - OTHER SERV	Program evaluation	1,583.00			
3729	MARLIN BUSINESS BANK	12/06/2023	Regular	0.00	263.27	126805
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>20912711</u>	Invoice	12/04/2023	Monthly Copier Lease Contract Payment F	0.00	263.27	
<u>911-080-2284</u>	LEASE EQUIPMENT	Monthly Copier Lease - Insuranc	21.57			
<u>911-080-2284</u>	LEASE EQUIPMENT	Monthly Copier Lease	241.70			
877	MOUNTAIN STATES CONSTRUCTORS INC	12/06/2023	Regular	0.00	45,327.50	126806
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10405</u>	Invoice	12/05/2023	Cold Mix for SP Ice Plant and Pumpkin Pat	0.00	17,830.30	
<u>402-064-2405</u>	SP MATCHING	CES 2020-21B-C103-4	17,830.30			
<u>10407</u>	Invoice	12/05/2023	Cold Mix CAP project	0.00	27,497.20	
<u>402-060-2406</u>	ROADWAYS/BRIDGES - CA	Cold Mix CAP project CES 2020-	27,497.20			
5607	MOYA, REBECCA	12/06/2023	Regular	0.00	237.50	126807
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002736</u>	Invoice	11/17/2023	2023 RLE/Election Day	0.00	237.50	
<u>401-021-2226</u>	ELECTION COSTS	2023 RLE/Election Day	237.50			
VEN01236	New Mexico Association of Emergency Manage	12/06/2023	Regular	0.00	100.00	126808

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>7714723649</u>	Invoice	11/27/2023	2023 NM Emergency Management Confer	0.00	100.00	
<u>604-083-2266</u>	EMPLOYEE TRAINING	2023 NM Emergency Managem	100.00			
177	NEW MEXICO COUNTIES	12/06/2023	Regular	0.00	550.00	126809
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002847</u>	Invoice	12/06/2023	2024 Legislative Conference	0.00	275.00	
<u>401-020-2266</u>	EMPLOYEE TRAINING	2024 Legislative Conference	275.00			
<u>INV0002850</u>	Invoice	12/06/2023	Legislative Conference - Genell Morris	0.00	275.00	
<u>401-020-2266</u>	EMPLOYEE TRAINING	Legislative Conference - Genell	275.00			
3884	NM BOARD OF VETERINARY MEDICINE	12/06/2023	Regular	0.00	100.00	126810
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002811</u>	Invoice	12/05/2023	Euthanasia tech licensing fee	0.00	100.00	
<u>401-082-2269</u>	SUBSCRIPTIONS & DUES	Euthanasia tech licensing fee	100.00			
3884	NM BOARD OF VETERINARY MEDICINE	12/06/2023	Regular	0.00	100.00	126811
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002810</u>	Invoice	12/04/2023	Late renewal penalty for NMBVM shelter l	0.00	100.00	
<u>401-082-2269</u>	SUBSCRIPTIONS & DUES	Late renewal penalty for NMBV	100.00			
394	NM EMS BUREAU	12/06/2023	Regular	0.00	600.00	126812
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>EMS2991</u>	Invoice	11/30/2023	NM EMS Bureau Certification Renewal all	0.00	600.00	
<u>405-091-2230</u>	SUPPLIES - MEDICAL	NM EMS Bureau Certification Re	100.00			
<u>406-091-2230</u>	SUPPLIES - MEDICAL	NM EMS Bureau Certification Re	100.00			
<u>408-091-2230</u>	SUPPLIES - MEDICAL	NM EMS Bureau Certification Re	100.00			
<u>416-083-2230</u>	SUPPLIES - MEDICAL	NM EMS Bureau Certification Re	300.00			
5051	NM LOCKING SYSTEMS	12/06/2023	Regular	0.00	195.04	126813
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10786</u>	Invoice	12/04/2023	Open P/O for Misc keys	0.00	195.04	
<u>401-015-2215</u>	MAINTENANCE & REPAIR	Open P/O for Misc keys	195.04			
1096	NM RETIREE HEALTH-CARE AUTHORI	12/06/2023	Regular	0.00	6,510.19	126814
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002796</u>	Invoice	11/21/2023	Retiree Health Care	0.00	16.21	
<u>401-000-9001</u>	Payroll Liabilities	Retiree Health Care	16.21			
<u>INV0002833</u>	Invoice	12/07/2023	Retiree Health Care	0.00	6,493.98	
<u>401-000-9001</u>	Payroll Liabilities	Retiree Health Care	6,493.98			
5307	NUBE GROUP	12/06/2023	Regular	0.00	91.70	126815
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>IN64920</u>	Invoice	12/05/2023	Recurring NUBE FY2024	0.00	91.70	
<u>401-050-2203</u>	MAINTENANCE & REPAIR	Recurring NUBE FY2024	91.70			
5307	NUBE GROUP	12/06/2023	Regular	0.00	215.64	126816
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>IN64923</u>	Invoice	12/04/2023	Copy overage charges- Finance	0.00	215.64	
<u>401-055-2203</u>	MAINTENANCE & REPAIR	Copy overage charges- Finance	215.64			

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5307	NUBE GROUP	12/06/2023	Regular	0.00	54.21	126817
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>IN64924</u>	Invoice	12/06/2023	Copier Overage's	0.00	54.21	
<u>401-065-2225</u>	SUPPLIES- COMPUTER/PR	FY24 Overages	54.21			
5106	ORTIZ, ADRIAN	12/06/2023	Regular	0.00	4,000.00	126818
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002807</u>	Invoice	11/30/2023	Teen court/prevention contract	0.00	4,000.00	
<u>605-002-2271</u>	CONTRACT - OTHER SERV	Teen court/prevention contract	4,000.00			
2015	PLATEAU WIRELESS	12/06/2023	Regular	0.00	127.28	126819
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>11.2023 1365</u>	Invoice	11/29/2023	Internet & wireless services Fire dept	0.00	127.28	
<u>407-091-2207</u>	TELECOMMUNICATIONS	Internet & wireless services	127.28			
3859	PRUDENTIAL OVERALL SUPPLY	12/06/2023	Regular	0.00	114.44	126820
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>450700157</u>	Invoice	11/27/2023	uniforms & supplys	0.00	114.44	
<u>401-015-2203</u>	MAINTENANCE & REPAIR	uniforms & supplys	114.44			
3859	PRUDENTIAL OVERALL SUPPLY	12/06/2023	Regular	0.00	67.97	126821
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>450700156</u>	Invoice	11/27/2023	Mats & mop, supplys	0.00	67.97	
<u>401-016-2203</u>	MAINTENANCE & REPAIR	Mats & mop, supplys	67.97			
3859	PRUDENTIAL OVERALL SUPPLY	12/06/2023	Regular	0.00	207.30	126822
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>450701970</u>	Invoice	12/05/2023	Uniforms	0.00	207.30	
<u>402-060-2236</u>	SUPPLIES - UNIFORMS	Uniforms	207.30			
3859	PRUDENTIAL OVERALL SUPPLY	12/06/2023	Regular	0.00	67.97	126823
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>450701032</u>	Invoice	11/28/2023	Mats & mop, supplys	0.00	67.97	
<u>401-016-2203</u>	MAINTENANCE & REPAIR	Mats & mop, supplys	67.97			
3859	PRUDENTIAL OVERALL SUPPLY	12/06/2023	Regular	0.00	114.44	126824
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>450701033</u>	Invoice	11/28/2023	uniforms & supplys	0.00	114.44	
<u>401-015-2203</u>	MAINTENANCE & REPAIR	uniforms & supplys	114.44			
3859	PRUDENTIAL OVERALL SUPPLY	12/06/2023	Regular	0.00	215.07	126825
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>450701035</u>	Invoice	11/29/2023	Uniforms	0.00	215.07	
<u>402-060-2236</u>	SUPPLIES - UNIFORMS	Uniforms	215.07			
5020	PUBLIC SAFETY PSYCHOLOGY GROUP	12/06/2023	Regular	0.00	800.00	126826
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>27056</u>	Invoice	12/05/2023	CIT Awareness & HB93 Training	0.00	800.00	
<u>911-085-2266</u>	EMPLOYEE TRAINING	CIT Awareness & HB93 Training	800.00			
3462	SAMBA HOLDINGS, INC.	12/06/2023	Regular	0.00	262.57	126827

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV01327607</u>	Invoice	12/05/2023	Samba Safety Open PO	0.00	262.57	
	<u>413-091-2271</u>		CONTRACT - OTHER SERV		262.57	
VEN01156	SANCHEZ, JAVIER ERNESTO	12/06/2023	Regular	0.00	49.41	126828
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>302609</u>	Invoice	11/30/2023	Admin open P/O Fy-24	0.00	49.41	
	<u>401-015-2215</u>		MAINTENANCE & REPAIR		49.41	
VEN01156	SANCHEZ, JAVIER ERNESTO	12/06/2023	Regular	0.00	52.32	126829
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>302531</u>	Invoice	11/28/2023	Admin open P/O Fy-24	0.00	52.32	
	<u>401-015-2215</u>		MAINTENANCE & REPAIR		52.32	
5426	SENERGY PETROLEUM, LLC	12/06/2023	Regular	0.00	5,198.96	126830
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>Sen-688690</u>	Invoice	12/04/2023	Fuel	0.00	5,198.96	
	<u>402-060-2202</u>		SUPPLIES - VEHICLE FUEL		5,198.96	
VEN01155	Smith, Rebecca	12/06/2023	Regular	0.00	720.00	126831
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002808</u>	Invoice	11/30/2023	Mental Health Support for Teen Court	0.00	720.00	
	<u>605-002-2271</u>		CONTRACT - OTHER SERV		720.00	
5335	SOUTHERN TIRE MART	12/06/2023	Regular	0.00	2,170.00	126832
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5020079204</u>	Invoice	12/04/2023	Foam fill 2 tires on 420 F2CAT Backhoe	0.00	2,170.00	
	<u>402-060-2244</u>		MAINTENANCE & REPAIR		2,170.00	
5323	SOUTHWEST COPY SYSTEMS	12/06/2023	Regular	0.00	22.54	126833
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>525429</u>	Invoice	12/05/2023	SOUTHWEST COPY SYSTEMS	0.00	22.54	
	<u>401-040-2221</u>		PRINTING/PUBLISHING/A		22.54	
5323	SOUTHWEST COPY SYSTEMS	12/06/2023	Regular	0.00	12.83	126834
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>522957</u>	Invoice	12/05/2023	SOUTHWEST COPY SYSTEMS	0.00	12.83	
	<u>401-040-2221</u>		PRINTING/PUBLISHING/A		12.83	
5323	SOUTHWEST COPY SYSTEMS	12/06/2023	Regular	0.00	31.70	126835
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>528661</u>	Invoice	12/05/2023	SOUTHWEST COPY SYSTEMS	0.00	31.70	
	<u>401-040-2221</u>		PRINTING/PUBLISHING/A		31.70	
3978	STAPLES BUSINESS ADVANTAGE	12/06/2023	Regular	0.00	161.17	126836
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3551286180</u>	Invoice	11/29/2023	Office supplies	0.00	161.17	
	<u>401-008-2219</u>		SUPPLIES - GENERAL OFFI		161.17	
3915	STERICYCLE, INC.	12/06/2023	Regular	0.00	45.91	126837

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>8005424581</u>	Invoice	11/29/2023	Monthly Service Stericycle Open PO	0.00	45.91	
<u>416-083-2230</u>	SUPPLIES - MEDICAL		Monthly Service Stericycle Open		45.91	
5560	SWANK MOTION PICTURES, INC.	12/06/2023	Regular	0.00	534.86	126838
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>RG3154314</u>	Invoice	12/05/2023	Movie license - Polar Express	0.00	534.86	
<u>605-003-2271</u>	CONTRACT - OTHER SERV		Use of Blu-Ray		30.00	
<u>605-003-2271</u>	CONTRACT - OTHER SERV		Movie license - Polar Express		504.86	
1335	TORRANCE COUNTY	12/06/2023	Regular	0.00	82.98	126839
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002835</u>	Invoice	12/07/2023	Torrance County Property Tax	0.00	82.98	
<u>401-000-9001</u>	Payroll Liabilities		Torrance County Property Tax		82.98	
1314	TRIADIC INC.	12/06/2023	Regular	0.00	4,513.52	126840
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>11.2023</u>	Invoice	12/04/2023	Contract services for FY24	0.00	4,513.52	
<u>401-096-2213</u>	CONTRACT - IT SERVICES		Contract services for FY24		4,513.52	
5193	UNIVERSAL BACKGROUND SCREENING	12/06/2023	Regular	0.00	211.67	126841
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>202309013415</u>	Invoice	11/29/2023	Background screenings & drug testing	0.00	211.67	
<u>401-014-2271</u>	CONTRACT-OTHER SERVI		Background screenings & drug t		67.74	
<u>411-092-2271</u>	CONTRACT - OTHER SERV		Background screenings & drug t		143.93	
4312	Universal Waste Systems Inc	12/06/2023	Regular	0.00	373.59	126842
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>0002659483</u>	Invoice	12/05/2023	District 3 Sub & District 4 Waste Services	0.00	373.59	
<u>408-091-2210</u>	UTILITIES - WATER		District 3 Sub Waste Services		298.51	
<u>409-091-2210</u>	UTILITIES - WATER		District 4 Waste Services		75.08	
4312	Universal Waste Systems Inc	12/06/2023	Regular	0.00	288.81	126843
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>0002659252</u>	Invoice	12/04/2023	District 2 Waste Service	0.00	288.81	
<u>406-091-2210</u>	UTILITIES - WATER		1/1/24-3/30/24		288.81	
1	WAGNER EQUIPMENT CO.	12/06/2023	Regular	0.00	255,139.99	126844
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>B5614501</u>	Invoice	11/29/2023	938 M Wheel Loader	0.00	248,355.07	
<u>836-045-2617</u>	C/O EQUIPMENT & MAC		938 M Wheel Loader		248,355.07	
<u>P10C0880184</u>	Invoice	12/05/2023	Repairs,Parts and Labor ,Cutting edges	0.00	536.08	
<u>402-060-2244</u>	MAINTENANCE & REPAIR		Repairs,Parts and Labor ,Cutting		536.08	
<u>P10C0880468</u>	Invoice	12/05/2023	Repairs,Parts and Labor ,Cutting edges	0.00	3,434.00	
<u>402-060-2244</u>	MAINTENANCE & REPAIR		Repairs,Parts and Labor ,Cutting		3,434.00	
<u>S10W0915733</u>	Invoice	11/27/2023	Service on all purchased equipment from	0.00	2,814.84	
<u>402-060-2244</u>	MAINTENANCE & REPAIR		Service on all purchased equip		2,814.84	
2858	WASTE MANAGEMENT OF NM INC.	12/06/2023	Regular	0.00	1,544.28	126845

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>0587012-0573-2</u>	Invoice	12/05/2023	Monthly dumpster charges- dist 3	0.00	825.17	
<u>408-091-2210</u>	UTILITIES - WATER	Monthly dumpster charges- dist	825.17			
<u>0587633-0573-2</u>	Invoice	12/05/2023	Monthly dumpster charges- dist5	0.00	719.11	
<u>405-091-2210</u>	UTILITIES - WATER	Monthly dumpster charges- dist	719.11			
3498	WESTERN TRAILS VETERINARY INC.	12/06/2023	Regular	0.00	1,087.85	126846
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>206594</u>	Invoice	11/27/2023	Emergency med care for owned animals t	0.00	1,087.85	
<u>431-082-2272</u>	CONTRACT - PROFESSION	Emergency med care for owned	1,087.85			
3823	WITMER PUBLIC SAFETY GROUP	12/06/2023	Regular	0.00	2,633.76	126847
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV361927</u>	Invoice	11/29/2023	Power Cutter District 3	0.00	2,633.76	
<u>408-091-2248</u>	SUPPLIES - SAFETY	Power Cutter Husqvarner	2,633.76			
3823	WITMER PUBLIC SAFETY GROUP	12/06/2023	Regular	0.00	3,011.50	126848
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV366760</u>	Invoice	12/06/2023	Boots District 2	0.00	3,011.50	
<u>406-091-2248</u>	SUPPLIES - SAFETY	Globe 10" Technical Boots	3,011.50			
3823	WITMER PUBLIC SAFETY GROUP	12/06/2023	Regular	0.00	604.94	126849
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV364774</u>	Invoice	12/04/2023	Nozzles District 3	0.00	604.94	
<u>408-091-2248</u>	SUPPLIES - SAFETY	Freight	38.69			
<u>408-091-2248</u>	SUPPLIES - SAFETY	Task Force Tips Valve	414.75			
<u>408-091-2248</u>	SUPPLIES - SAFETY	Task Force Tips Stack Tips	151.50			
3823	WITMER PUBLIC SAFETY GROUP	12/06/2023	Regular	0.00	116.70	126850
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV347113</u>	Invoice	11/27/2023	Boots District 2	0.00	116.70	
<u>406-091-2248</u>	SUPPLIES - SAFETY	Coat Hanger	116.70			
5380	VOYA HOLDINGS, INC.	11/09/2023	Bank Draft	0.00	2,065.55	DFT0000582
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002677</u>	Invoice	11/09/2023	Voya	0.00	2,065.55	
<u>401-000-9001</u>	Payroll Liabilities	Voya	2,065.55			
233	PUBLIC EMPLOYEES RETIREMENT	11/09/2023	Bank Draft	0.00	54,739.86	DFT0000583
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002679</u>	Invoice	11/09/2023	PERA Retirement	0.00	54,739.86	
<u>401-000-9001</u>	Payroll Liabilities	PERA Retirement	16,851.74			
<u>401-000-9001</u>	Payroll Liabilities	PERA Retirement	37,888.12			
448	NM TAXATION & REVENUE	11/09/2023	Bank Draft	0.00	8,569.14	DFT0000584
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002680</u>	Invoice	11/09/2023	State Tax	0.00	8,569.14	
<u>401-000-9001</u>	Payroll Liabilities	State Tax	8,569.14			
1656	INTERNAL REVENUE SERVICE	11/09/2023	Bank Draft	0.00	48,385.23	DFT0000585

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002681</u>	Invoice	11/09/2023	Federal Tax	0.00	48,385.23	
	<u>401-000-9001</u>		Payroll Liabilities		17,303.17	
	<u>401-000-9001</u>		Payroll Liabilities		23,766.22	
	<u>401-000-9001</u>		Payroll Liabilities		7,315.84	
233	PUBLIC EMPLOYEES RETIREMENT	11/09/2023	Bank Draft	0.00	33.30	DFT0000587
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002689</u>	Invoice	11/09/2023	PERA Retirement	0.00	33.30	
	<u>401-000-9001</u>		Payroll Liabilities		33.30	
448	NM TAXATION & REVENUE	11/09/2023	Bank Draft	0.00	22.05	DFT0000588
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002690</u>	Invoice	11/09/2023	State Tax	0.00	22.05	
	<u>401-000-9001</u>		Payroll Liabilities		22.05	
1656	INTERNAL REVENUE SERVICE	11/09/2023	Bank Draft	0.00	169.49	DFT0000589
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002691</u>	Invoice	11/09/2023	Federal Tax	0.00	169.49	
	<u>401-000-9001</u>		Payroll Liabilities		13.04	
	<u>401-000-9001</u>		Payroll Liabilities		55.80	
	<u>401-000-9001</u>		Payroll Liabilities		100.65	
5380	VOYA HOLDINGS, INC.	11/22/2023	Bank Draft	0.00	2,065.55	DFT0000591
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002786</u>	Invoice	11/22/2023	Voya	0.00	2,065.55	
	<u>401-000-9001</u>		Payroll Liabilities		2,065.55	
233	PUBLIC EMPLOYEES RETIREMENT	11/22/2023	Bank Draft	0.00	56,350.10	DFT0000592
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002788</u>	Invoice	11/22/2023	PERA Retirement	0.00	56,350.10	
	<u>401-000-9001</u>		Payroll Liabilities		17,643.36	
	<u>401-000-9001</u>		Payroll Liabilities		38,706.74	
448	NM TAXATION & REVENUE	11/22/2023	Bank Draft	0.00	8,858.65	DFT0000593
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002789</u>	Invoice	11/22/2023	State Tax	0.00	8,858.65	
	<u>401-000-9001</u>		Payroll Liabilities		8,858.65	
1656	INTERNAL REVENUE SERVICE	11/22/2023	Bank Draft	0.00	50,681.47	DFT0000594
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002790</u>	Invoice	11/22/2023	Federal Tax	0.00	50,681.47	
	<u>401-000-9001</u>		Payroll Liabilities		18,006.43	
	<u>401-000-9001</u>		Payroll Liabilities		25,081.20	
	<u>401-000-9001</u>		Payroll Liabilities		7,593.84	
233	PUBLIC EMPLOYEES RETIREMENT	11/21/2023	Bank Draft	0.00	121.33	DFT0000596
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002797</u>	Invoice	11/21/2023	PERA Retirement	0.00	121.33	
	<u>401-000-9001</u>		Payroll Liabilities		121.33	
448	NM TAXATION & REVENUE	11/21/2023	Bank Draft	0.00	64.27	DFT0000597

Check Report

Date Range: 11/03/2023 - 12/07/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1656	INTERNAL REVENUE SERVICE	11/21/2023	Bank Draft	0.00	387.07	DFT0000598
<u>INV0002798</u>	Invoice	11/21/2023	State Tax	0.00	64.27	
	<u>401-000-9001</u>	Payroll Liabilities	State Tax		64.27	
<u>INV0002799</u>	Invoice	11/21/2023	Federal Tax	0.00	387.07	
	<u>401-000-9001</u>	Payroll Liabilities	Medicare Taxes		38.20	
	<u>401-000-9001</u>	Payroll Liabilities	FICA Tax		163.42	
	<u>401-000-9001</u>	Payroll Liabilities	Federal Tax		185.45	
5380	VOYA HOLDINGS, INC.	12/07/2023	Bank Draft	0.00	2,065.55	DFT0000599
<u>INV0002836</u>	Invoice	12/07/2023	Voya	0.00	2,065.55	
	<u>401-000-9001</u>	Payroll Liabilities	Voya		2,065.55	
233	PUBLIC EMPLOYEES RETIREMENT	12/07/2023	Bank Draft	0.00	55,515.10	DFT0000600
<u>INV0002838</u>	Invoice	12/07/2023	PERA Retirement	0.00	55,515.10	
	<u>401-000-9001</u>	Payroll Liabilities	PERA Retirement		38,378.39	
	<u>401-000-9001</u>	Payroll Liabilities	PERA Retirement		17,136.71	
448	NM TAXATION & REVENUE	12/07/2023	Bank Draft	0.00	8,936.03	DFT0000601
<u>INV0002839</u>	Invoice	12/07/2023	State Tax	0.00	8,936.03	
	<u>401-000-9001</u>	Payroll Liabilities	State Tax		8,936.03	
1656	INTERNAL REVENUE SERVICE	12/07/2023	Bank Draft	0.00	49,750.75	DFT0000602
<u>INV0002840</u>	Invoice	12/07/2023	Federal Tax	0.00	49,750.75	
	<u>401-000-9001</u>	Payroll Liabilities	Federal Tax		17,815.55	
	<u>401-000-9001</u>	Payroll Liabilities	FICA Tax		24,459.26	
	<u>401-000-9001</u>	Payroll Liabilities	Medicare Taxes		7,475.94	

Bank Code Main Checking Summary

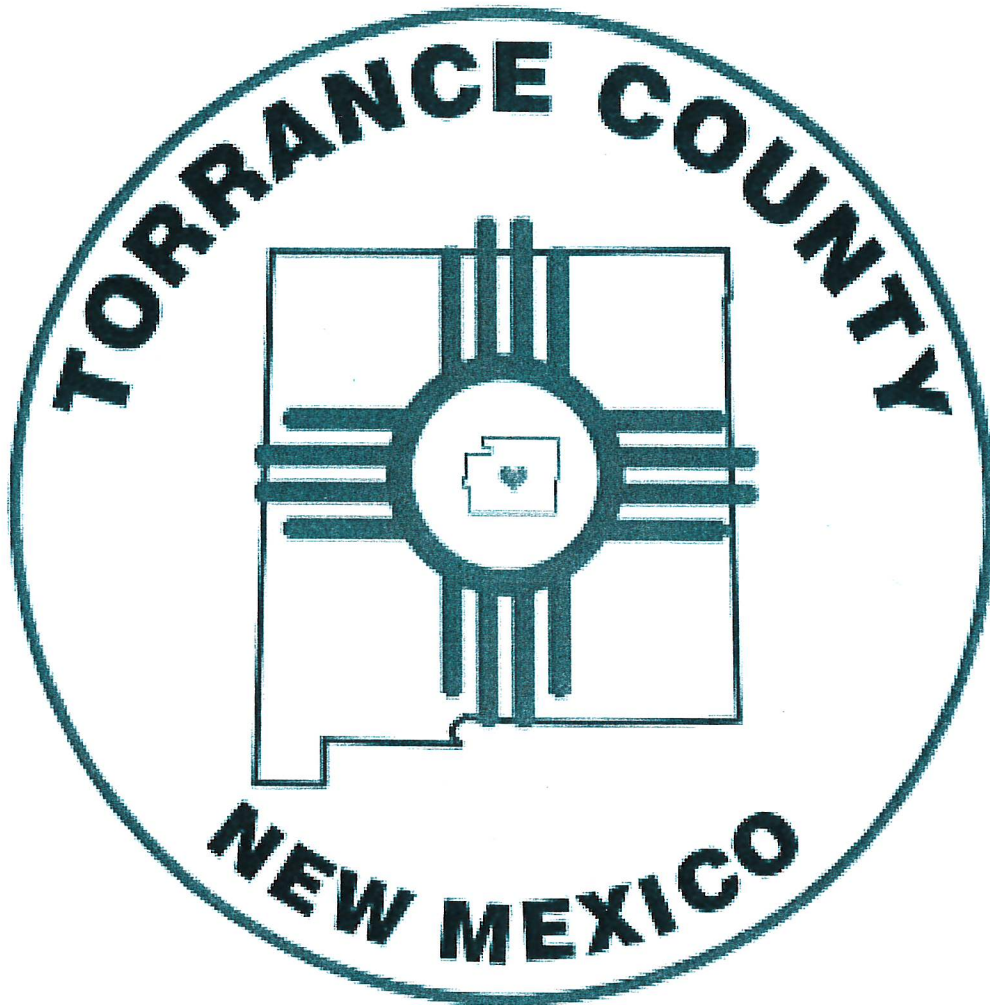
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	508	419	0.00	1,876,088.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-250.00
Bank Drafts	18	18	0.00	348,780.49
EFT's	23	17	0.00	1,939,806.12
	549	459	0.00	4,164,425.05

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	508	419	0.00	1,876,088.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-250.00
Bank Drafts	18	18	0.00	348,780.49
EFT's	23	17	0.00	1,939,806.12
	549	459	0.00	4,164,425.05

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2023	3,659,856.30
999	Pooled Cash	12/2023	504,568.75
			4,164,425.05



Agenda Item
No. 9-B

Torrance County

OCT 05 2023

Parcel ID# 1047040035433000000

Torrance County Planning & Zoning

5:30
Planning & Zoning

Application for Special Review and Approval

Check One: ☐ Establishment or Renewal of a Solid Waste District
☒ Establishment of a Special Use District (\$1,500.00 filing fee)

For **Special Use** application review additional required information is described in the Torrance County Zoning Ordinance. You must submit **fifteen (15)** complete copies of your Special Use application package at the time of submission.

☐ Modification of Land Use within a Special Use Zone District
\$200.00 filing fee
☐ Renewable Conditional Use Permit \$200.00 filing fee
☐ Variance for the Following Reason(s): \$200.00 filing fee

Please note that for a **Conditional Use Permit** or a **Variance** you must submit **ten (10)** complete copies of your application package at the time of submission.

<input type="checkbox"/> Area	<input type="checkbox"/> Setback
<input type="checkbox"/> Distance	<input type="checkbox"/> Off-Street Parking/Loading
<input type="checkbox"/> Use	<input type="checkbox"/> Dwellings per Lot
<input type="checkbox"/> Livestock Numbers	<input type="checkbox"/> Home Based Business

Applicant: Ramon A & Patsy Tenorio Telephone: 505-269-7756

Mailing Address: PO BOX 570 MCINTOSH NM 87032

Agent (if any): Consensus Planning Inc. Telephone: 505-764-9801

Mailing Address: 302 Eighth Street NW Albuquerque, NM 87102

Reason for requested Special Review and Approval (For Variances, include the exceptional conditions you believe justify the request): Request for approval of a Special Use zone to allow activities on the property such as:

kid's and adult family retreat and associated recreational activities, self-enrichment, and personal and spiritual growth.

Location of Property (Street Address and Legal Description of Property):

193 Irving Drive Estancia, NM 87016 Legal description- Section: 14-T07N-R08E Township: 7N 8E

Zoning of Property: PL Present Use: Single-family residential

Instructions: In accordance with Section 26B and Resolution 2014-50, this application must be accompanied by the filing fee of \$200.00 (unless applying for a Special Use District). Also include 10 copies of an accurate sketch plan showing the location of the property in question; locations of structures on the property and adjoining properties; all abutting streets and alleys; proposed special exceptions; and north arrow. Please attach a copy of the Deed and Recorded Survey.

Applicant's Signature: Jonathan Turner - Consensus Planning- agent



October 5, 2023

Mr. Don Goen
Planning Director
Torrence County
205 S 9th Avenue
Estancia, NM 87016

Landscape Architecture
Urban Design
Planning Services

302 Eighth St. NW
Albuquerque, NM 87102

(505) 764-9801
Fax 842-5495
cp@consensusplanning.com
www.consensusplanning.com

**RE: Request for Special Use District Approval -
193 Irving Drive- Estancia, NM 87016**

Dear Mr. Goen,

On behalf of the Tenorio family and applicant, APT Enterprises, Inc., the purpose of this letter is to request approval of a Special Use District to allow family and small group retreats, including special family-oriented events on the property within the Antelope Springs Ranches subdivision. The subject property is comprised of two lots which are legally described as Lots 17A and 18, Antelope Springs Ranches. Located within Sections 14, T.07N., R.08E., N.M.P.M. Torrance County, New Mexico. The property is currently zoned PL – Preplatted Lands District and contains approximately 8.67 acres.

The property has been owned and occupied by Anthony and Patsy Tenorio since the early 1970's. In 2018, Patsy Tenorio, Anthony's wife of almost 50 years, passed away after a short battle with cancer. During her lifetime, Patsy was an active member of the Catholic Church and the community in McIntosh, New Mexico. She enjoyed volunteering her time for marriage enrichment retreats on the property and camp activities for her 27 grandchildren and other kids. One of Patsy's main focuses in life was to give as much as she could to the community for the greater good of everyone she came in contact with.

In memory of his late wife, Anthony Tenorio, his children, and large extended family have continued to give back to the community in the same way as Patsy did for so many years. Through these efforts, the Tenorio family has been able to offer their large and beautiful rural property for the enjoyment of children and adults for recreational retreats and special event activities.

The purpose of this letter is to request a Special Use District to allow for retreat and event uses of the property. The existing single-family development is allowed in the Antelope Springs Ranches subdivision, however, the retreat and event uses requested by the applicant require a Special Use District approval pursuant to the following provisions of the Torrance County Zoning Ordinance.

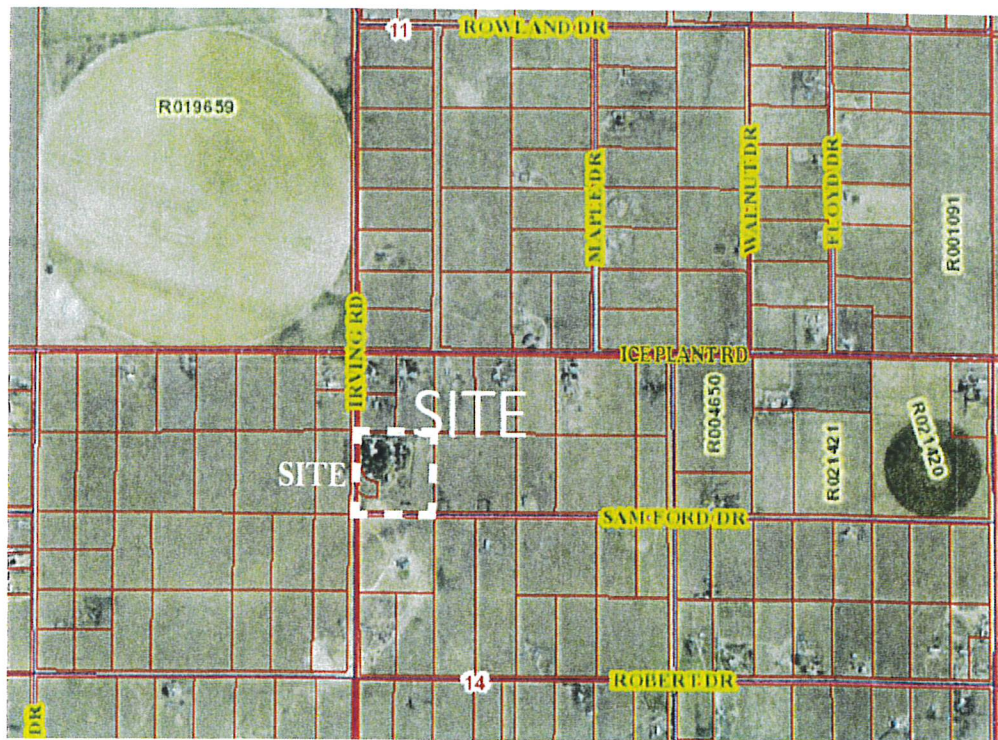
PRINCIPALS

James K. Strozier, FAICP
Christopher J. Green, PLA,
ASLA, LEED AP
Jacqueline Fishman, AICP

Section 16. Special Use District (SU)

This zone district provides for singular developments which require special consideration because of their magnitude, unusual nature, infrequent operations, questionable impact on surrounding property, or other such reason. The boundaries of this zone district shall be defined as needed on a case-by-case basis following the amendment procedures provided in this Ordinance. Special conditions may be imposed by the County Commission following recommendation by the Zoning Board. The County Commission may not grant a zone change for establishment of a Special Use District unless satisfactory provisions have been made:

[REV: Ord. No. 2008-003, 4/23/08]



Subject Property within the Antelope Springs Ranches subdivision.

REASON FOR REQUEST

The request for a Special Use District is to acknowledge and expand on the historic use of the property. The property is developed to accommodate large gatherings, family retreats, and kid's camps. The owners and operators live on-site and will manage the property and all activities.



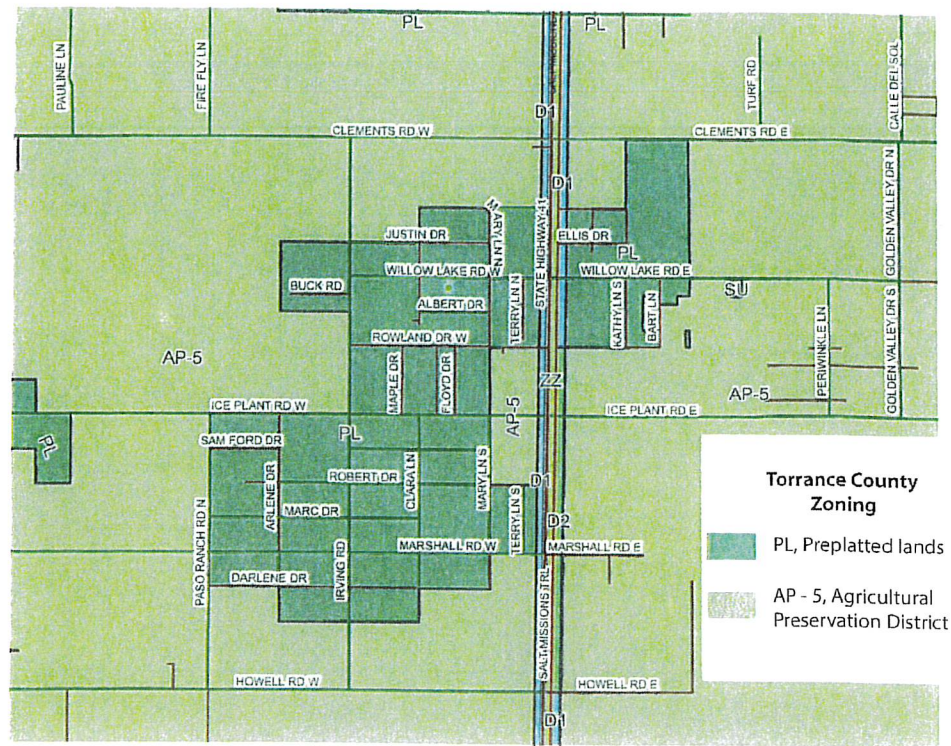
Existing conditions of the Subject Property.

Surrounding Zoning and Land Use

The area around the subject property is zoned AP-5 and PL. Surrounding land uses are Vacant agricultural and Single-family residential. The PL zone and the AP-5 zones are compatible zones with each other and allow both residential and agricultural uses and activities which currently exist together in the Antelope Springs Ranches subdivision.

Below is an analysis of the surrounding zones of the subject property and a Torrance County area Zoning Map that demonstrates the existing zoning patterns of the area.

Direction	Zoning	Land Use
North	PL	Single-family
South	PL	Single-family
East	PL	Vacant agricultural
West	PL	Single-family



Surrounding Zoning.

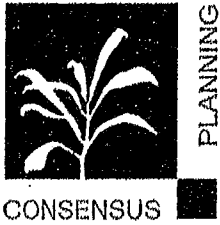
SPECIAL USE DISTRICT CRITERIA

The following is an explanation of how the request meets the specific criteria for a Special Use District approval pursuant to the regulations of the Torrance County Zoning Ordinance:

1. To assure that compatibility of property uses shall be maintained in the general area;

Applicant Response: The request for Special Use District approval for retreats and special events within the existing Antelope Springs Ranches subdivision is consistent with and compatible with property uses of the general area in the following ways:

The proposed Special Use District maintains the existing residential character of the surrounding neighborhood. The uses proposed are centered around family and individual self-enrichment in a residential setting and environment. The request also meets the intent and furthers the goals and objectives of the Torrance County Comprehensive Land Use Plan policies.



Land Use: Distribution and Intensity

Goal A: Balance the needs of a growing population while retaining the rural residential character and culture of the County, and ensuring a sustainable water supply.

Objective 1: Protect the character of traditional residential neighborhoods.

Applicant Response: The proposed Special Use District furthers the goal and objective of this Land Use policy by meeting the needs of children and adults in the community for purposes that celebrate the rural and residential character of the area. Outdoor use of the land for recreational purposes and activities is a way of preserving the residentially-focused character of the neighborhood and maintaining the rural nature of the neighborhood.

2. To preserve the integrity and character of the area in which the Special Use District will be located, and the utility and value of property in the Special Use District and in adjacent zone districts;

Applicant Response: Approval of the Special Use District will not negatively impact the integrity and character of the area. In fact, the utility and value of property in the Special Use District and in adjacent zone districts will be preserved through the proposed special uses being for family-focused activities which are residential in nature and are consistent with activities that are already allowed in the zone and surrounding zones. Additionally, attached with this application are multiple letters of support from all of the surrounding neighbors who are in support of this request for Special Use District approval.

3. To assure that the Special Use District will not become detrimental to the public health, safety, or general welfare of the County.

Applicant Response: The proposed uses of the property will not become detrimental to the public health, safety, or general welfare of the County. The use of the property for self-enrichment retreats and family-focused special events will not create material adverse impacts on other land in the surrounding area through increases in traffic congestion, parking congestion or excessive noise.

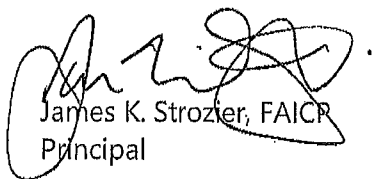
The entrance to the proposed development will be on Irving Drive, which is capable of handling the traffic from the proposed use. As shown on the submitted architectural Site Plan, there is sufficient open land area available for the parking of vehicles on the property. Moreover, as mentioned above, all of the surrounding property owners have signed a



petition in support of this request in acknowledgement of their approval of the requested Special Use District for the proposed uses.

Based upon the facts presented, we respectfully request approval of this Special Use zone within the Antelope Springs Ranches subdivision. Approval of the request will allow the Tenorio family to make a reasonable use of their property for limited family events and self-enrichment focused recreational retreats for adults and children throughout the year.

Sincerely,



James K. Strozler, FAICP
Principal

Attachments: Conceptual Site Plan and Elevations.

222-8551

#41601

WARRANTY DEED

1315

I, Ted Morse, a single man, for consideration paid, grant to Ramon Anthony and Fatsy Tenorio the following described real estate in Torrance County, New Mexico:

Lots numbered Seventeen (17) and Eighteen (18), in Section Fourteen (14) Township Seven North (7N), Range Eight East (8E), of Antelope Springs Ranches, a Subdivision of Torrance County, New Mexico, as the same is shown and designated on the Amended Plat of said Subdivision, filed in the office of the County Clerk of Torrance County, New Mexico, on January 27, 1961.

Subject to any reservations, restrictions and easements of record.
Subject to taxes for the year 1976 and subsequent years.

with warranty covenants,
WITNESS my hand and seal this 19th day of August, 1975.
(Seal) Ted Morse (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

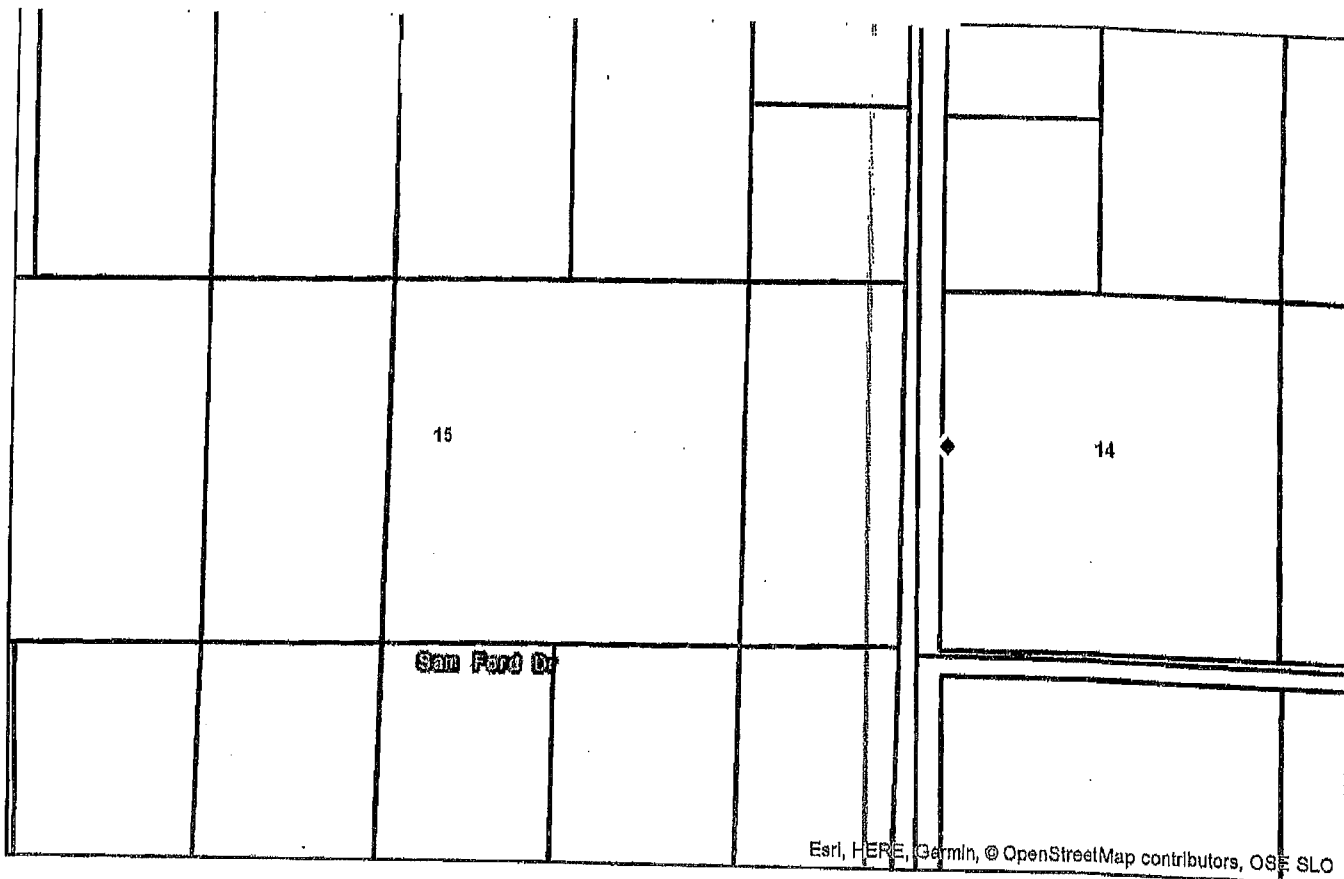
STATE OF NEW MEXICO
COUNTY OF TORRANCE ss.
The foregoing instrument was acknowledged before me this 19th day of August, 1975, by Ted Morse a single man.
(Name of Name of Person or Persons Acknowledging)
My commission expires: (Seal) (Signature) Notary Public
My Commission Expires Oct. 7, 1976

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO ss.
COUNTY OF
The foregoing instrument was acknowledged before me this 19th day of August, 1975, by (Name of Officer) (Type of Officer) (Name of Corporation Acknowledging) corporation, on behalf of said corporation.
(State of Incorporation)
My commission expires: (Seal) Notary Public

FOR RECORDER'S USE ONLY
STATE OF NEW MEXICO
County of Torrance
I hereby certify that this instrument was filed for record on the 19th day of August, A.D. 1975, at _____ o'clock _____ M. and duly recorded in book _____ of the records, at page _____.
Witness my hand and seal of office
County Clerk Torrance Co., N. M.
(Signature) Deputy

STATE ENGINEERS OFFICE
ALBUQUERQUE, NEW MEXICO
2018 MAY 22 AM 9:13



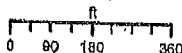
Coordinates
UTM - NAD 83 (m) - Zone 13
 Easting 401391.140
 Northing 3855678.555
State Plane - NAD 83 (f) - Zone C
 Easting 1691879.611
 Northing 1396609.860
Degrees Minutes Seconds
 Latitude 34 : 50 : 19.100000
 Longitude -106 : 4 : 42.600000
 Location pulled from Coordinate Search

Parcel Information
 UPC/DocNum: R000445401
 Parcel Owner: TENORIO RAMON A & PATSY
 Address: 193 IRVING RD

 Legal: ANTELOPE SPRINGS SECTION 14 T7N R8E LOT 17-18

NEW MEXICO OFFICE
 OF THE
 STATE ENGINEER

1:4,514



5/22/2018



Information shown has been made by the New Mexico Office of the State Engineer (OSE) using only the best available information. The OSE does not warrant the accuracy or completeness of the information shown. The OSE is not responsible for any errors or omissions in the information shown. The OSE is not responsible for any damages or losses resulting from the use of the information shown. The OSE is not responsible for any claims or liabilities resulting from the use of the information shown.

Spatial Information
 County: Torrance
 Groundwater Basin: Estancia
 Abstract Area: E
 Land Grant: Not in Land Grant
Restrictions:
 Estancia Basin CMA
PLSS Description
 NWSWNWNW Qtr of Sec 14 of 007N 008E

 Derived from CADNSDI- Qtr Sec. locations are calculated and are only approximations

POD Information
 Owner:
 File Number:
 POD Status: NoData
 Permit Status: NoData
 Permit Use: NoData
 Purpose:

- ◆ Coord Search Location
- Torrance County Parcels 2017
- Sections

2018 MAY 22 AM 9:12
 ALBUQUERQUE, NEW MEXICO
 STATE ENGINEERS OFFICE

John R. D Antonio, Jr., L.E.
State Engineer



Albuquerque Office
5550 SAN ANTONIO DR., NE
ALBUQUERQUE, NM 87109

STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER

Trn Nbr: 625566
File Nbr: E 02443
Well File Nbr: E 02443-POD2

Aug. 28, 2019

RAMON ANTHONY TENORIO
PATSY TENORIO
PO BOX 570
MCINTOSH, NM 87032

Greetings:

This office has not received a well driller's record for the permit issued to you on 05/22/2018. A domestic well permit expires a year after issuance if the well has not been drilled and the well driller's log is not filed.

If you have not drilled the well but plan to in the near future, please contact our office and we will forward forms to reapply. Filing fee is \$125.00 for each permit. Please include your file number on all communications.

Your permit automatically expired on 05/22/2019.

Sincerely,

Caitlyn Signorello
(505) 383-4000

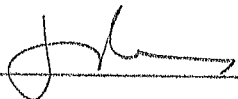
wellexp

To whom it may concern

Date: 10/10/23

Anthony Tenorio has briefed me on the upgrades planned to his property and I have no objection to what he is planning on adding to his existing property.

Name: JUSTIN HODGES

Signature: 

Address: 99 SAM FORD DR MCINTOSH, NM 87032

To whom it may concern

Date: 10-7-2023

Anthony Tenorio has briefed me on the upgrades planned to his property and I have no objection to what he is planning on adding to his existing property.

Name: Dawn Shadden

Signature: Dawn Shadden

Address: 128 W. Ice Plant Rd ESTERO FL 33429

To whom it may concern

Date: 10/7/2023

Anthony Tenorio has briefed me on the upgrades planned to his property and I have no objection to what he is planning on adding to his existing property.

Name: Cheri Lujan

Signature: Cheri Lujan

Address: 119 W. Elephant Rd.

To whom it may concern

Date: 10/7/2023

Anthony Tenorio has briefed me on the upgrades planned to his property and I have no objection to what he is planning on adding to his existing property.

Name: David Akin

Signature: David Akin

Address: 140 Ice Plant Rd West

To whom it may concern

Date: 10 - 7 - 23

Anthony Tenorio has briefed me on the upgrades planned to his property and I have no objection to what he is planning on adding to his existing property.

Name: NORMAN AUSTIN

Signature: Norman Austin

Address: 112 ICE PLANT

To whom it may concern

Date: 10-7-23

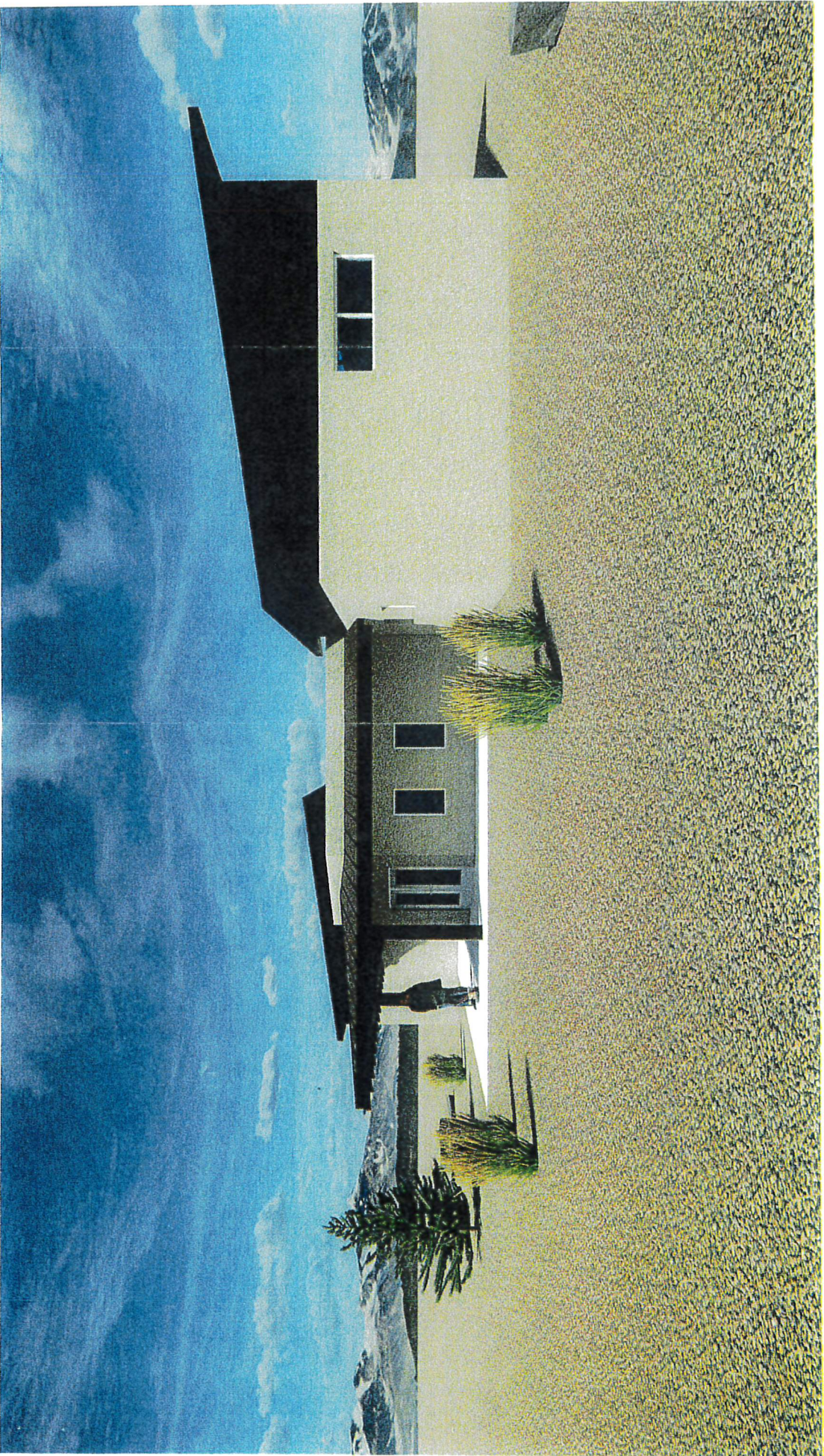
Anthony Tenorio has briefed me on the upgrades planned to his property and I have no objection to what he is planning on adding to his existing property.

Name: Michael Cobber

Signature: 

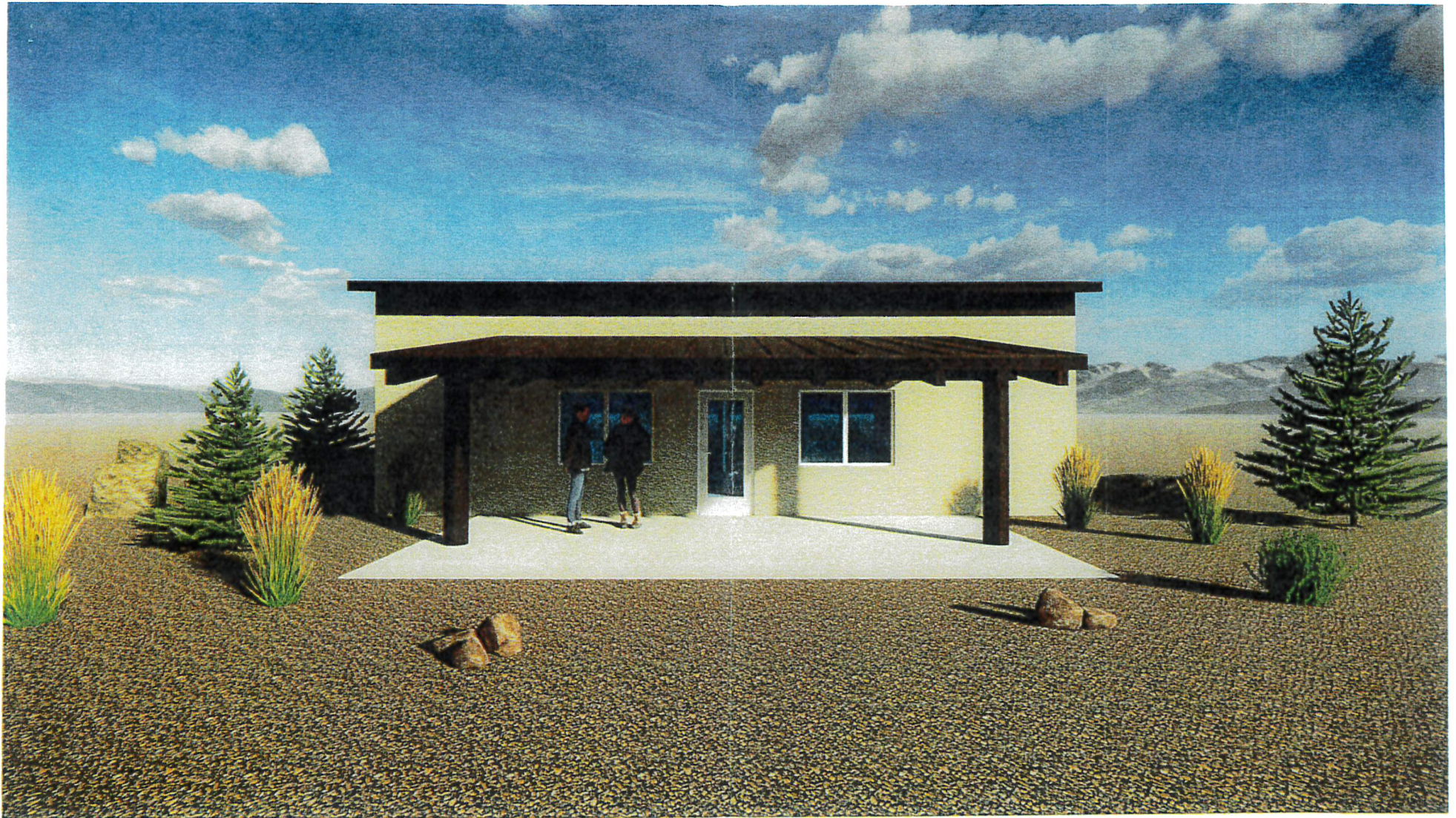
Address: 78 West Ice Plant Rd.

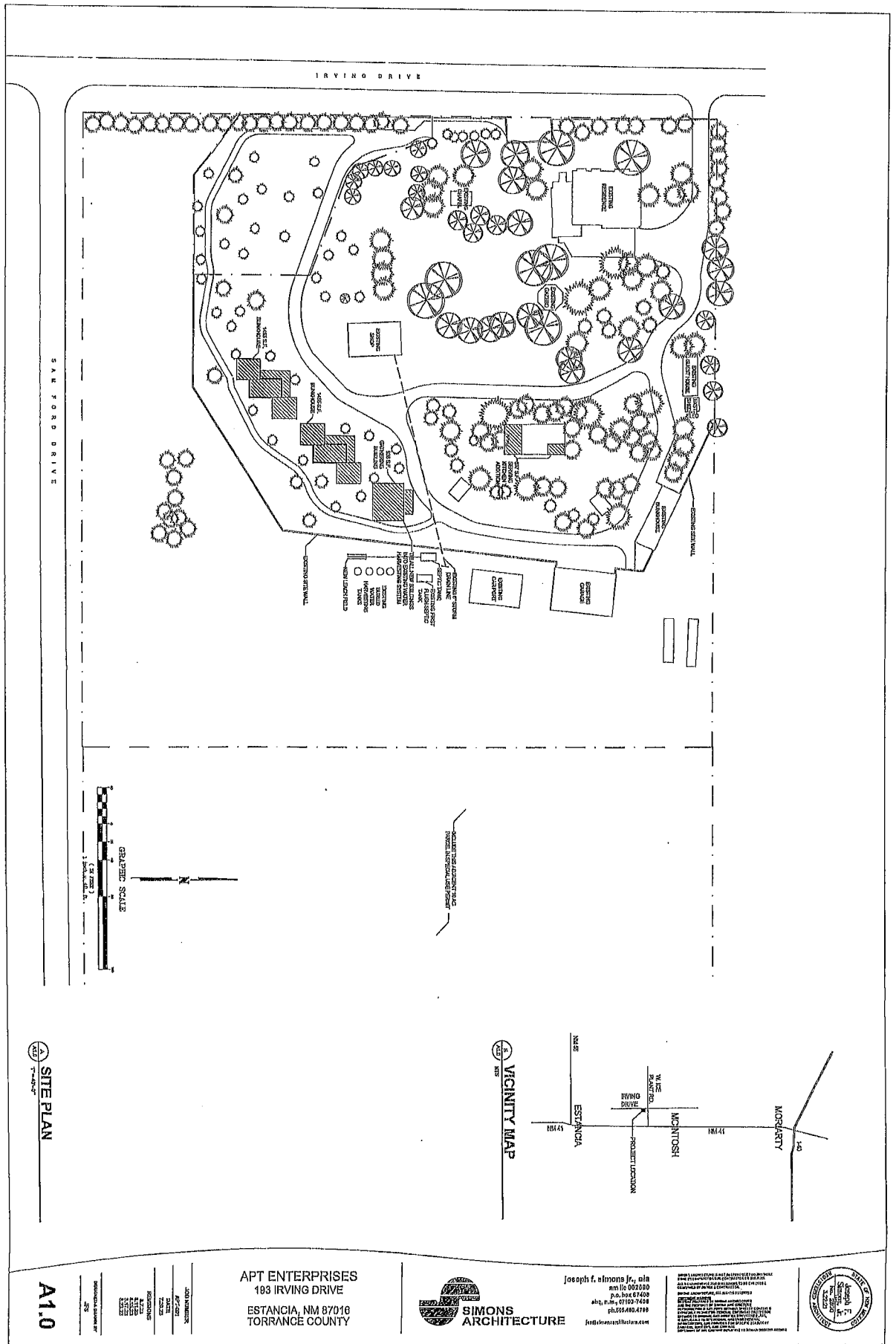


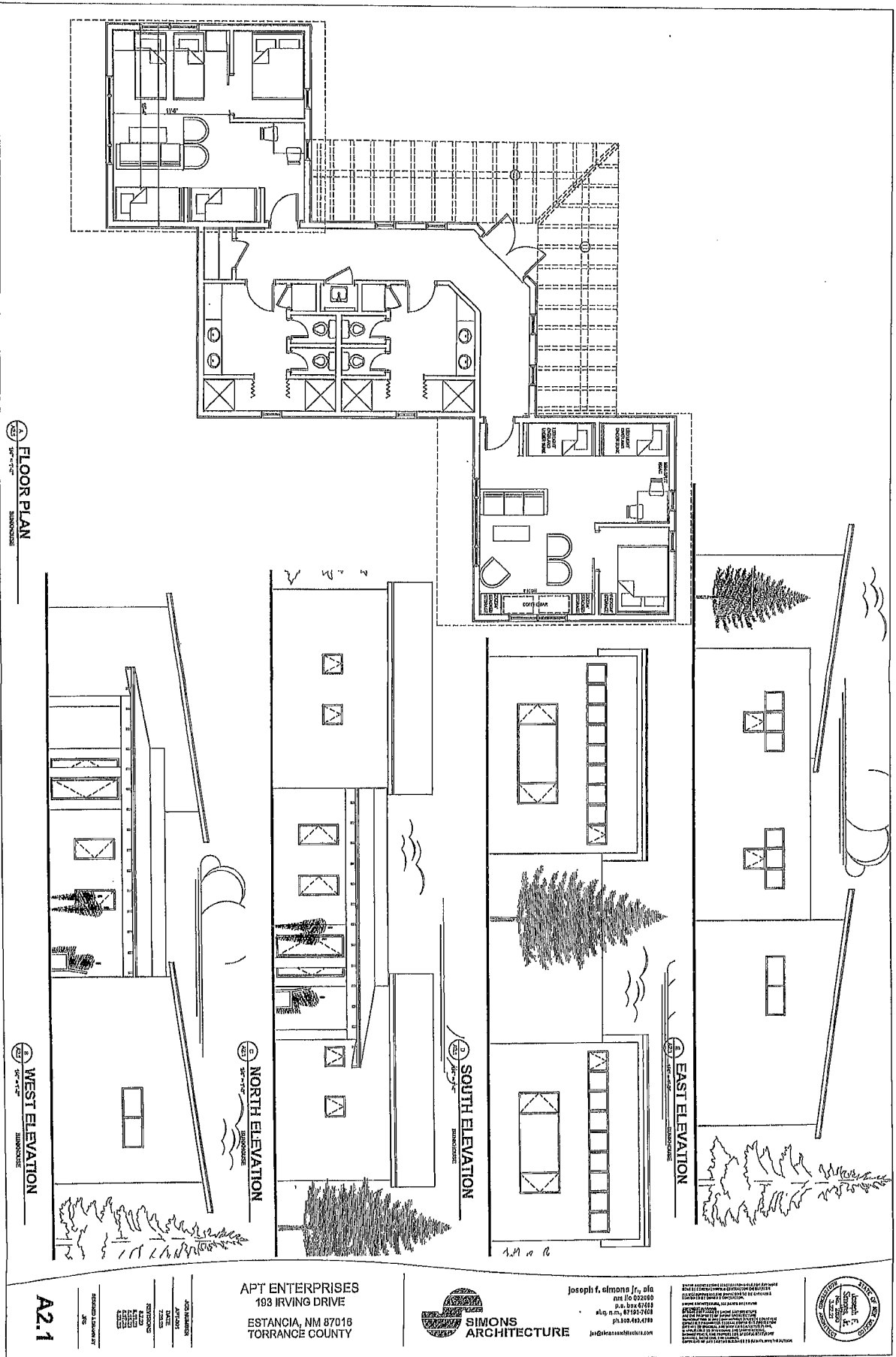












1 FLOOR PLAN
1/8" = 1'-0"

2 WEST ELEVATION
1/8" = 1'-0"

3 NORTH ELEVATION
1/8" = 1'-0"

4 SOUTH ELEVATION
1/8" = 1'-0"

5 EAST ELEVATION
1/8" = 1'-0"

A2.1

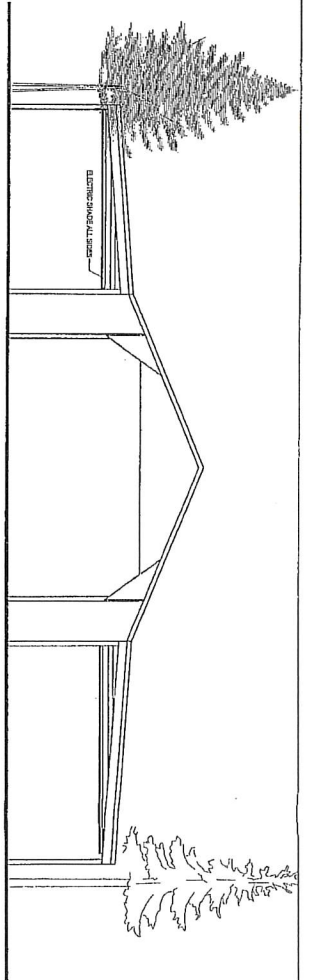
APT ENTERPRISES
193 IRVING DRIVE
ESTANCIA, NM 87018
TORRANCE COUNTY

SIMONS ARCHITECTURE

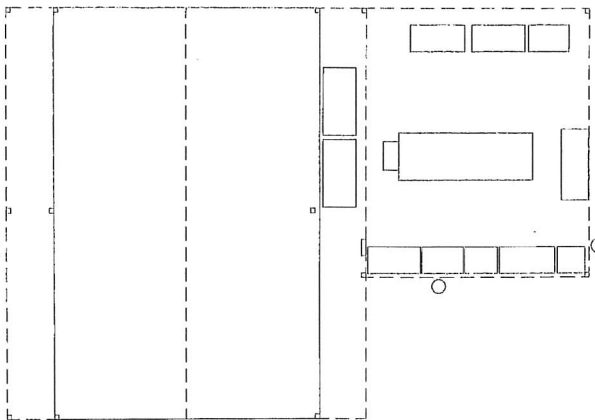
Joseph F. Elmore Jr., AIA
P.E. No. 002280
P.E. No. 67683
P.O. Box 1111
P.O. Box 465, 478
jef@simonsarchitecture.com

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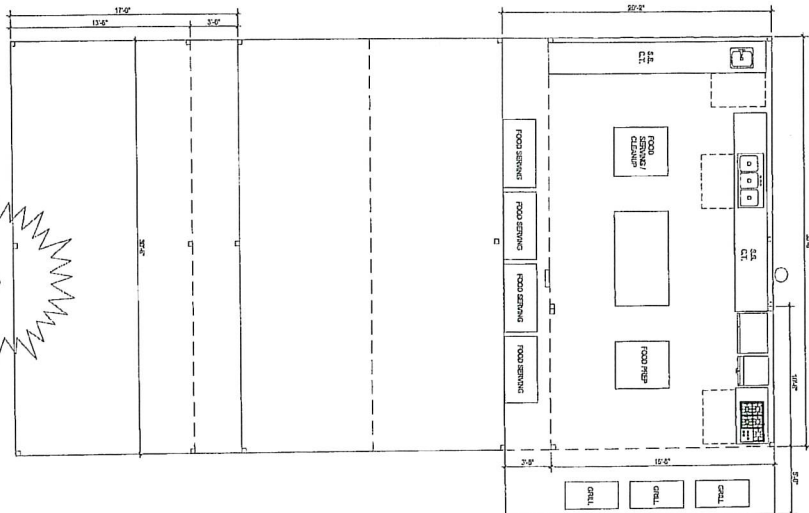
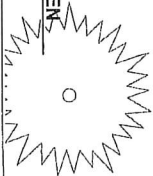




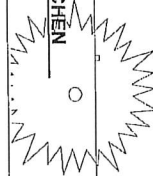
20 ELEVATION
1/4" = 1'-0"



21 SERVING KITCHEN
1/4" = 1'-0"



22 SERVING KITCHEN
1/4" = 1'-0"



APT ENTERPRISES
193 IRVING DRIVE
ESTANCIA, NM 87016
TORRANCE COUNTY

SIMONS
ARCHITECTURE

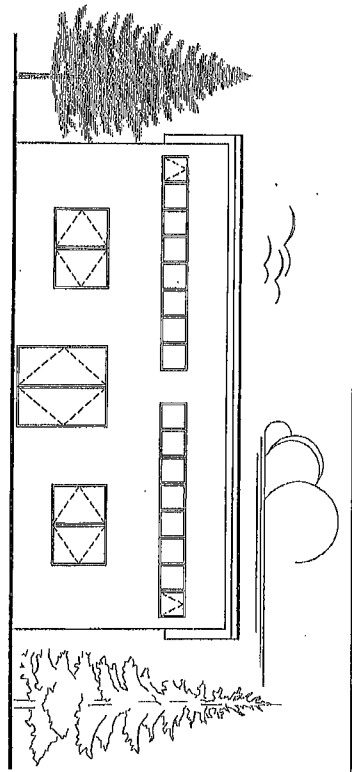
Joseph F. Simons Jr., AIA
606 N. 1st St. Suite 200
Albuquerque, NM 87102-7408
505.241.4111
jsa@simonsarchitecture.com



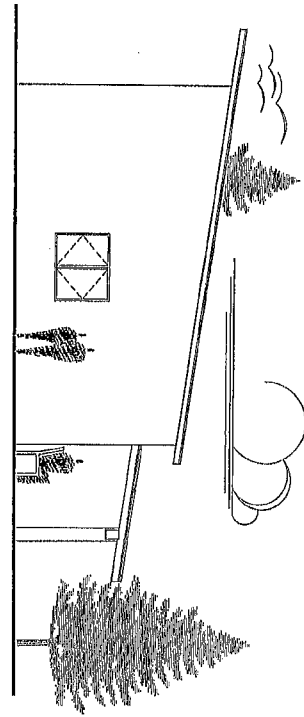
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JOB NUMBER
APR-2011
DATE
11-11-11
REVISIONS
KLS
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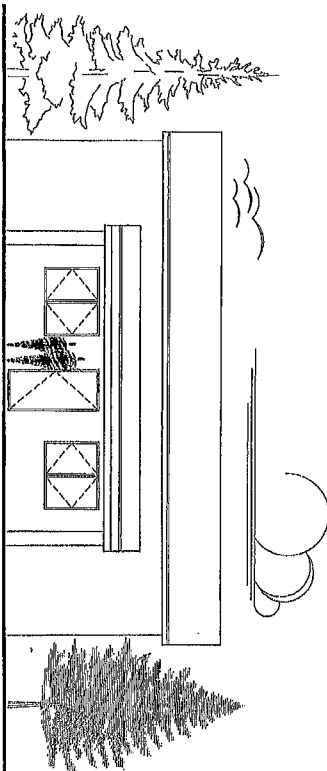
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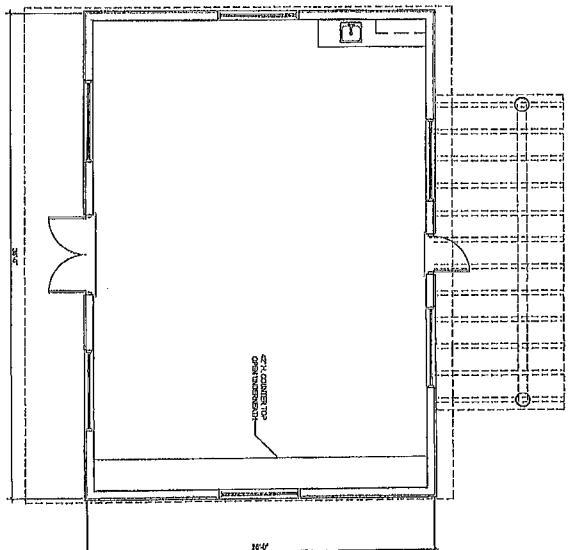
3 SOUTH ELEVATION
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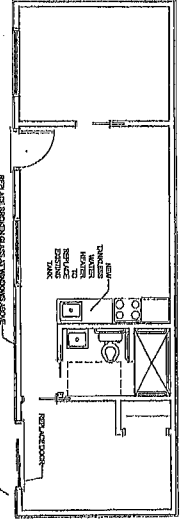
2 WEST ELEVATION
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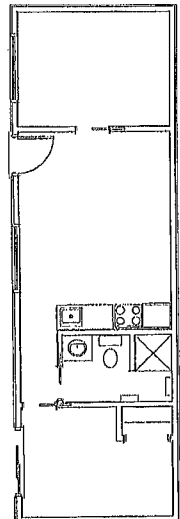
1 NORTH ELEVATION
1/8" = 1'-0"



101 FLOOR PLAN
1/8" = 1'-0"



102 FLOOR PLAN
1/8" = 1'-0"



103 FLOOR PLAN
1/8" = 1'-0"

APT ENTERPRISES
193 IRVING DRIVE
ESTANCIA, NM 87016
TORRANCE COUNTY

SIMONS
ARCHITECTURE

Joseph F. Simons Jr., AIA
NM Lic. 002020
P.O. Box 6768
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A2.4



Torrance County

Planning & Zoning

P.O. Box 48

205 S 9th Street

Estancia, NM 87016

(505) 544-4393 Main Line (505) 384-5294 Fax

www.torrancecountynm.org

October 18, 2023

Ramon & Patsy Tenorio
PO Box 570
McIntosh, NM 87032

To whom it may concern,

This letter is to inform you that your application for a Special Use Change in Zoning for a Family Retreat Center at the property described as Lots 17A & 18, Antelope Springs Ranches, Section 14, T.7N., R.8E., NMPM, will come before the Planning & Zoning Board for a Public Hearing on November 1, 2023. The meeting will begin at 9:30 a.m. and will be held at the Torrance County Administrative Offices, 205 S 9th Street, Estancia, NM.

Please plan to attend or have a representative attend in your place. If you have any questions or concerns, please feel free to contact me at dgoen@tcnm.us or (505) 544-4391.

Regards,

A handwritten signature in blue ink, appearing to read "Don Goen", with a stylized flourish at the end.

Don Goen
Planning & Zoning Director

c/c Consensus Planning



Torrance County

Planning & Zoning

P.O. Box 48
205 S 9th Street
Estancia, NM 87016
(505) 544-4393 Main Line (505) 384-5294 Fax
www.torrancecountynm.org

October 18, 2023

Re: Special Use Change in Zoning for a Family Retreat Center

To Whom It May Concern:

This letter is to inform you that Ramon & Patsy Tenorio applied for a Special Use Change in Zoning for a Family Retreat Center. The property is described as Lots 17A & 18, Antelope Springs Ranches, Section 14, T.7N., R.8E., NMPM

This action item will come before the Torrance County Planning & Zoning Board for a Public Hearing on November 1, 2023. The meeting will begin at 9:30 a.m. and will be held at the Torrance County Administrative Offices, 205 S 9th Street, Estancia, NM.

Please plan to attend, have a representative attend in your place, or send a letter marked Attention: Planning & Zoning Director to the above address if you would like to voice an opinion in support of or in opposition to this application.

Don Goen is inviting you to a scheduled Zoom meeting.

Meeting ID: 842 7884 2397
Passcode: 881656

One tap mobile
+12532158782,,84278842397#,,,,*881656# US (Tacoma)
+13462487799,,84278842397#,,,,*881656# US (Houston)

Dial by your location
• +1 253 215 8782 US (Tacoma)
• +1 346 248 7799 US (Houston)

- +1 669 444 9171 US
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
- +1 253 205 0468 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)

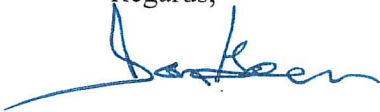
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Passcode: 881656

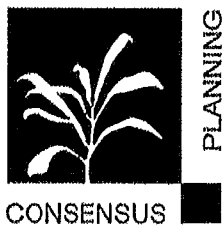
Find your local number: <https://us06web.zoom.us/j/keG04qOi4L>

If you have any questions or concerns, please contact me at dgoen@tcnm.us or (505) 544-4391.

Regards,



Don Goen
Planning & Zoning Director



October 5, 2023 – Updated for distribution 10-31-2023

Mr. Don Goen
Planning Director
Torrence County
205 S 9th Avenue
Estancia, NM 87016

Landscape Architecture
Urban Design
Planning Services

302 Eighth St. NW
Albuquerque, NM 87102

(505) 764-9801
Fax 842-5495
cp@consensusplanning.com
www.consensusplanning.com

**RE: Request for Special Use District Approval -
193 Irving Drive- Estancia, NM 87016**

Dear Mr. Goen,

On behalf of the Tenorio family and applicant, APT Enterprises, Inc., the purpose of this letter is to request approval of a Special Use District to allow family and small group retreats, including special family-oriented events on the property within the Antelope Springs Ranches subdivision. The subject property is comprised of two lots which are legally described as Lots 17A and 18, 19, and 20 Antelope Springs Ranches. Located within Sections 14, T.07N., R.08E., N.M.P.M. Torrance County, New Mexico. The property is currently zoned PL – Preplatted Lands District and contains approximately 18.67 acres.

The property has been owned and occupied by Anthony and Patsy Tenorio since the early 1970's. In 2018, Patsy Tenorio, Anthony's wife of almost 50 years, passed away after a short battle with cancer. During her lifetime, Patsy was an active member of the Catholic Church and the community in McIntosh, New Mexico. She enjoyed volunteering her time for marriage enrichment retreats on the property and camp activities for her 27 grandchildren and other kids. One of Patsy's main focuses in life was to give as much as she could to the community for the greater good of everyone she came in contact with.

In memory of his late wife, Anthony Tenorio, his children, and large extended family have continued to give back to the community in the same way as Patsy did for so many years. Through these efforts, the Tenorio family has been able to offer their large and beautiful rural property for the enjoyment of children and adults for recreational retreats and special event activities.

The purpose of this letter is to request a Special Use District to allow for a family retreat and event uses of the property. The existing single-family development is allowed in the Antelope Springs Ranches subdivision, however, the retreat and event uses requested by the applicant require a Special Use District approval pursuant to the following provisions of the Torrance County Zoning Ordinance.

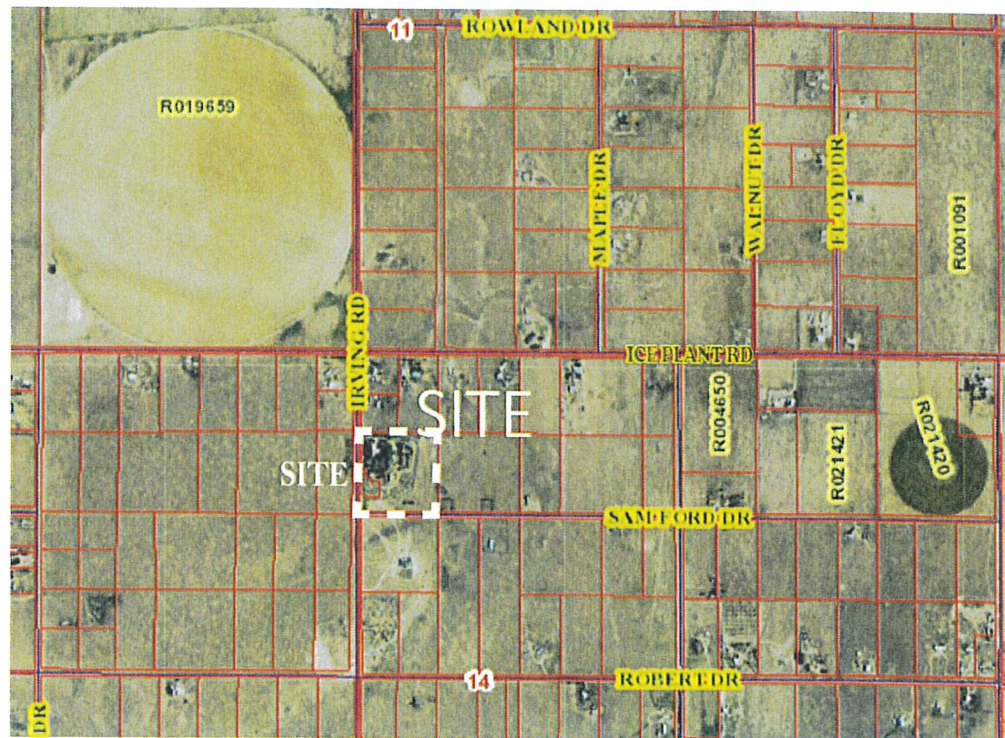
PRINCIPALS

James K. Strozier, FAICP
Christopher J. Green, PLA,
ASLA, LEED AP
Jacqueline Fishman, AICP

Section 16. Special Use District (SU)

This zone district provides for singular developments which require special consideration because of their magnitude, unusual nature, infrequent operations, questionable impact on surrounding property, or other such reason. The boundaries of this zone district shall be defined as needed on a case-by-case basis following the amendment procedures provided in this Ordinance. Special conditions may be imposed by the County Commission following recommendation by the Zoning Board. The County Commission may not grant a zone change for establishment of a Special Use District unless satisfactory provisions have been made:

[REV: Ord. No. 2008-003, 4/23/08]



Subject Property within the Antelope Springs Ranches subdivision.

REASON FOR REQUEST

The request for a Special Use District is to acknowledge and expand on the historic use of the property. The property is developed to accommodate large gatherings, family retreats, and kid's camps. The owners and operators live on-site and will manage the property and all activities.



CONSENSUS

PLANNING

There is an existing water reclamation system that has been developed on the property to ensure environmental sustainability. Additionally, the applicant has updated their existing well permit for the additional capacity with the New Mexico Office of the State Engineer, which is attached with this application.



Existing Water Reclamation System on Property.

EXISTING CONDITIONS

The subject property is approximately 18.63 acres in size. A recent survey of the land has been completed and is attached to this application. The property currently and historically has been used as a single-family residence and has also hosted numerous family retreats and special events within the Antelope Springs Ranches subdivision.

The above water reclamation system has been engineered and installed to provide reusable water for the various domestic water demands of the property. A rainwater harvesting collection system is utilized to recycle and reuse rainwater captured through the implementation of catch basins and reclamation tanks as shown on the system diagram above. The domestic water reclamation system is environmentally sustainable and significantly reduces the overall water demand from the existing on-site property well.



CONSENSUS

PLANNING



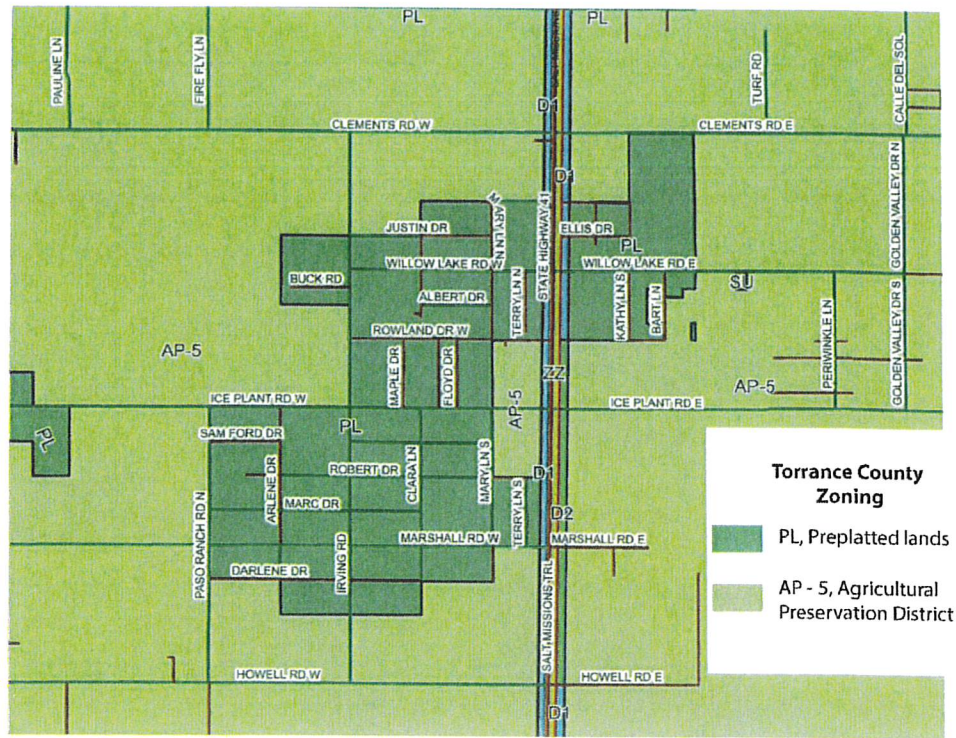
Existing conditions of the Subject Property.

Surrounding Zoning and Land Use

The area around the subject property is zoned AP-5 and PL. Surrounding land uses are Vacant agricultural and Single-family residential. The PL zone and the AP-5 zones are compatible zones with each other and allow both residential and agricultural uses and activities which currently exist together in the Antelope Springs Ranches subdivision.

Below is an analysis of the surrounding zones of the subject property and a Torrance County area Zoning Map that demonstrates the existing zoning patterns of the area.

Direction	Zoning	Land Use
North	PL	Single-family
South	PL	Single-family
East	PL	Vacant agricultural
West	PL	Single-family



Surrounding Zoning.

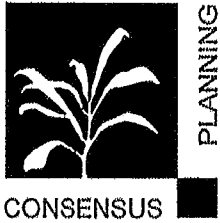
SPECIAL USE DISTRICT CRITERIA

The following is an explanation of how the request meets the specific criteria for a Special Use District approval pursuant to the regulations of the Torrance County Zoning Ordinance:

1. To assure that compatibility of property uses shall be maintained in the general area;

Applicant Response: The request for Special Use District approval for retreats and special events within the existing Antelope Springs Ranches subdivision is consistent with and compatible with property uses of the general area in the following ways:

The proposed Special Use District maintains the existing residential character of the surrounding neighborhood. The uses proposed are centered around family and individual self-enrichment in a residential setting and environment. The request also meets the intent and furthers the goals and objectives of the Torrance County Comprehensive Land Use Plan policies.



Land Use: Distribution and Intensity

Goal A: Balance the needs of a growing population while retaining the rural residential character and culture of the County, and ensuring a sustainable water supply.

Objective 1: Protect the character of traditional residential neighborhoods.

Applicant Response: The proposed Special Use District furthers the goal and objective of this Land Use policy by meeting the needs of children and adults in the community for purposes that celebrate the rural and residential character of the area. Outdoor use of the land for recreational purposes and activities is a way of preserving the residentially focused character of the neighborhood and maintaining the rural nature of the neighborhood.

2. To preserve the integrity and character of the area in which the Special Use District will be located, and the utility and value of property in the Special Use District and in adjacent zone districts.

Applicant Response: Approval of the Special Use District will not negatively impact the integrity and character of the area. In fact, the utility and value of property in the Special Use District and in adjacent zone districts will be preserved through the proposed special uses being for family-focused activities which are residential in nature and are consistent with activities that are already allowed in the zone and surrounding zones. Additionally, attached with this application are multiple letters of support from all of the surrounding neighbors who are in support of this request for Special Use District approval.

3. To assure that the Special Use District will not become detrimental to the public health, safety, or general welfare of the County.

Applicant Response: The proposed uses of the property will not become detrimental to the public health, safety, or general welfare of the County. The use of the property for self-enrichment retreats and family-focused special events will not create material adverse impacts on other land in the surrounding area through increases in traffic congestion, parking congestion or excessive noise.

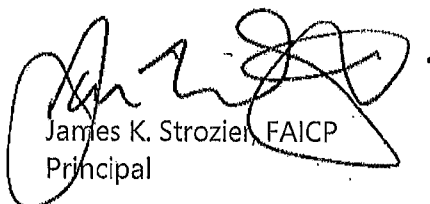
The entrance to the proposed development will be on Irving Drive, which is capable of handling the traffic from the proposed use. As shown on the submitted architectural Site Plan, there is sufficient open land area available for the parking of vehicles on the property. Moreover, as



mentioned above, all of the surrounding property owners have signed a petition in support of this request in acknowledgement of their approval of the requested Special Use District for the proposed uses.

Based upon the facts presented, we respectfully request approval of this Special Use zone within the Antelope Springs Ranches subdivision. Approval of the request will allow the Tenorio family to make reasonable use of their property for limited family events and self-enrichment focused recreational retreats for adults and children throughout the year.

Sincerely,



James K. Strozier, FAICP
Principal

Attachments: Conceptual Site Plan and Elevations.

NOTICE

During the regular meeting on November 1, 2023 at 9:00 a.m. the Torrance County Board of County Commissioners will hold a Public Hearing to consider the application for a Special Use change in zoning to operate a Family Retreat Center. The proposed location is described as Lots 17 & 18, Section 14, T.7N., R.8E., NMPM , being 193 Irving Rd.

TORRANCE COUNTY

NOTICE OF ACTION ON Lots 17A + 18, Antelope
Swamp Lands, Sec 14, T.7N., R.8E., NW pm

FOR Special Use: Family Retreat Center
Designated Lands

THE COUNTY BOARD HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)

9:30

THE COUNTY HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)

THE COUNTY HAS SCHEDULED A PUBLIC HEARING ON (DATE/TIME)

AT THE COUNTY ADMINISTRATIVE BUILDING

FOR INFORMATION CALL (505) 544-4391 OR FAX (505) 384-5294

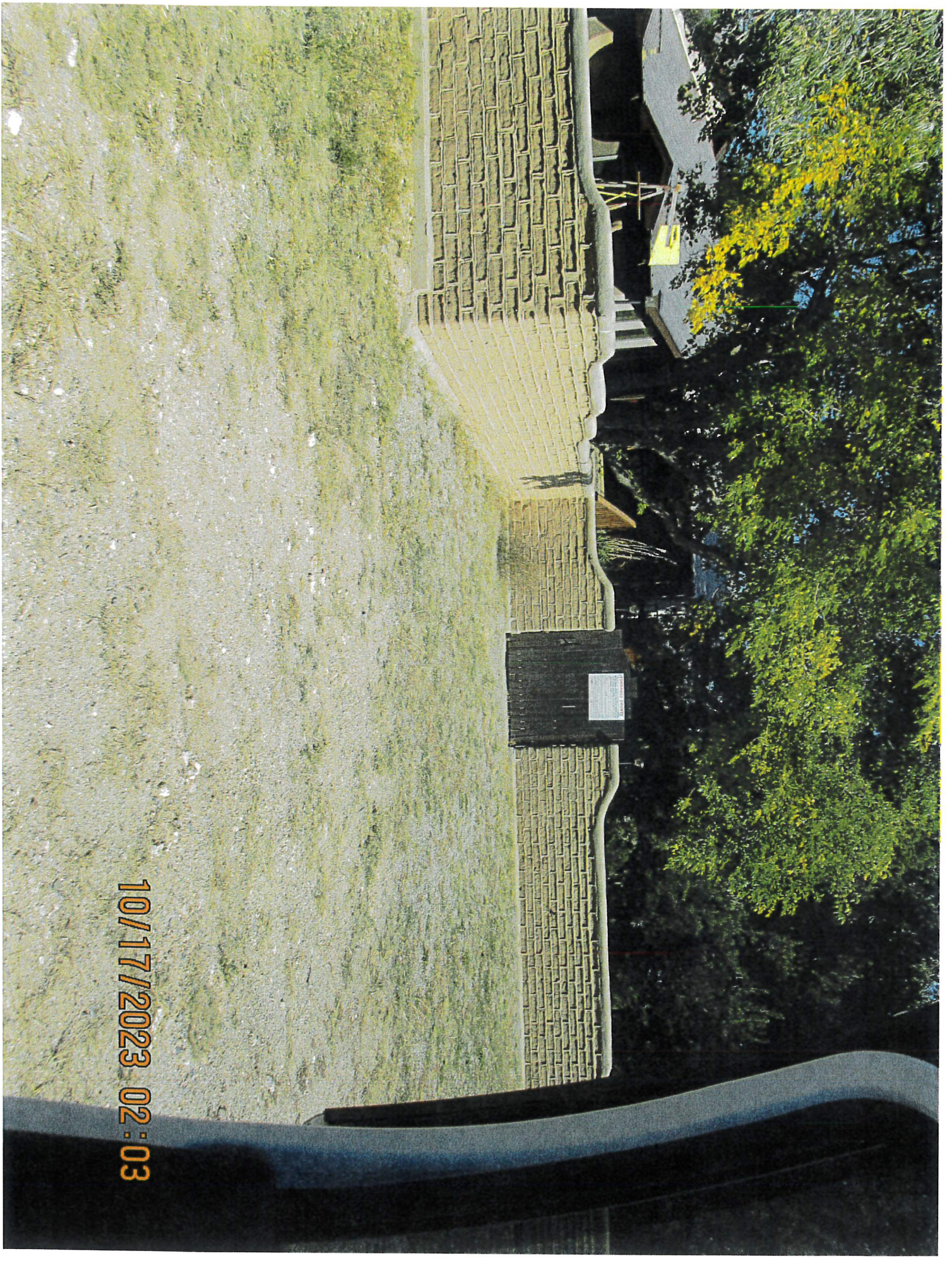
THIS SIGN SHALL BE POSTED

FROM 6/7

TO 11/2

THIS SIGN SHALL BE REMOVED BY PERSON TO REMOVE

10/17/2023 02:03



10/17/2023 02:03



ICE PLANT RD W

IRVING RD

SAM FORD DR

242-

142-

140-

128-

124-

201-

193-

Subject

75-

99-

80-



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Torrance County

Planning & Zoning

PO Box 48

205 S. 9th Street

Estancia, NM 87016

(505) 544-4393 Main Line (505) 384-5294 Fax

www.torrancecountynm.org

TORRANCE COUNTY PLANNING AND ZONING BOARD NOTICE OF DECISION

SUBJECT: Special Use: Family Retreat Center

APPLICANT: Ramon & Patsy Tenorio

LEGAL DESCRIPTION: Lots 17A & 18, Antelope Springs Ranches, Section 14, T.7N., R.8E., NMPM

ZONE: PL, Pre-platted Lands

ACTION: Special Use: Family Retreat Center

**SPECIAL USE: RV PARK
APPROVED: 5-0.**

Findings and Conditions

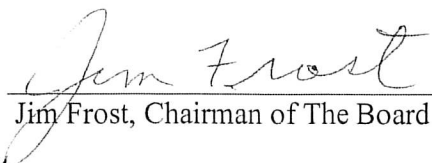
FINDINGS:

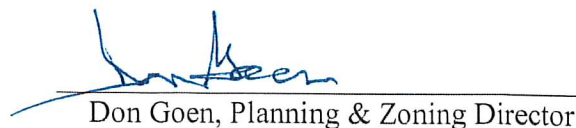
1. Applicant Ramon & Patsy Tenorio
2. Staff explained the application.
3. Jim Strozier explained the documents submitted.
4. In a unanimous vote of five in favor, Special Use for Family Retreat Center approved.

CONDITIONS of APPROVAL:

None

Approved this 1st day of November, 2023


Jim Frost, Chairman of The Board


Don Goen, Planning & Zoning Director

5. Special Use: Family Retreat Center

Applicant: Ramon & Patsy Tenorio
Agent: Jonathan Turner, Consensus Planning
Site: Lots 17A & 18, Antelope Springs Ranches, Section 14, T.7N., R.8E., NMPM
Zone: PL, Pre-platted Lands

Director Goen introduced action Item number 5. This was a request to create a Special Use district within a P L district. This was for a Family Retreat Center. **Director Goen** explained he had visited the site, and it was well done. The application was in order and there were several letters of support from adjoining property owners that were included in the packet. **Mr. Jim Strozier** was sworn in. He introduced himself as the Principle and Founder of Consensus Planning. He explained the company was located out of Albuquerque and had not previously represented any items in Torrance County. They had provided a letter that outlined and responded to each criteria in the Ordinance for this request for a Special Use District. He had updated this letter for clarification to be handed out at the time of the meeting. The change was for 2 items. The property has 4 existing lots. 17A, 18,19 and 20 totaling 18.67 acres. He clarified this did not include the Family Cemetery. This was a project coming from the heart as the title implied. It was about what they do and what they have done. They want to use this process to memorialize that. As **Director Goen** had noted they had spoken with their neighbors about the application, and they had received several letters of support that were included in the packet. **Mr. Strozier** thanked **Director Goen** for his assistance in this process. **Joe Simons** was the architect who assisted them. **Mr. Anthony Tenorio** was sworn in. He explained he had raised his children at this location, had several children and grandchildren, and this had always been a place for their family to gather. They started offering a summer camp for children in 2006. It has grown over time. Starting with children bringing their tents and over time had built up the facility. Now they had bunk houses and large buildings. They had improved the facilities in the last years and had expanded to include gatherings for the church. Also, other events like family reunions. They personally had a very large family and have hosted their own reunions. The need for their facility had grown and they needed more space. They had the facilities for children but were in need for more accommodations for adults. They would like to continue these gatherings whether church related, or family related. **Mr. Tenorio** wanted to give back in his retirement and this was the outlet for him. They had created a foundation and given close to one hundred grants to support the community spiritually and the local schools. This was also a gathering place to continue that work. **Mr. Sanchez** inquired who was living on this property now. **Mr. Tenorio** was residing at this location. His son lived there part time. **Mr. Sanchez** asked what would happen to this resort when he passed away. **Mr. Tenorio** explained a plan was in place. The neighbors had no objections. **Chairman Frost** asked for those who would speak in favor or opposition of this item. There was none. **Chairman Frost motioned to approve. Mrs. Estrada seconded.**

Discussion: Vice Chairman DuCharme asked if they were expanding the size. It was more than a factor of two. There were two lots previously. It had been 8.67 acres in Antelope Springs, and it was now 18.67 acres. He asked if this would make a difference in County Board procedure. Can we substitute this as the request.

Director Goen referenced plat A-1 that gave the overall site plan that showed the adjoining parcel. It said 17-A and 18. It was noted on the plat to include the adjacent 10-acre parcel within the Special Use Permit. This was per his recommendation. All that was on here and their current intended development was on 17-A. This would allow them future expansion without having to go through the meeting process a second time. **Director Goen** reiterated he was not aware of plans currently to utilize the additional parcel. As stated in this package, it did say 17-A and 18. They were currently using the smaller area which included the family cemetery which was cut out several years ago. The cemetery was not included in the application. **Vice Chairman DuCharme** asked for clarification of the area being applied for. **Director Goen** replied the application was for both parcels so that they could use the second one in future expansion. At present they were only utilizing one. This would give them the ability to expand in the future if they chose to do so. **Mr. Tenorio** stated that they had a safety issue at the summer camp. The children bring their bicycles to ride on the trails around the property, they also had people who do not bring bicycles. There had been some accidents. This would allow them to put the bicycle trails on the ten acres creating a safer environment for all.

Vice Chairman DuCharme asked if the actual development would be on the first two lots. **Mr. Tenorio** explained yes. **Vice Chairman DuCharme** asked the location of the Retreat. **Mr. Tenorio** explained the location. **Mr. Strozier** explained the parcels were one contiguous property. No roads bisected it. That was why the possibility to utilize this as bicycle trails made sense. It would not involve any safety issues of anybody having to cross the street. **Vice Chairman DuCharme** asked if it was only for family recreation, not for commercial or rental. **Chairman Frost** stated they had many letters of support for the Tenorio's and none were against. **Mr. Strozier** included this was a strong testimony to the way the family had conducted themselves over the years and the improvements that they had made. The property was represented as a great importance to the family and the use of it. They did have Church retreats and other activities. The family camp was what had driven this. After Mrs. Tenorio's passing they had expanded the retreat to include a Chapel. This was just to formalize and allow for the expansion to include the new building. **Mr. Sanchez** noted there was a limiting factor as there was a solid wall that goes around part of the land. Will you have to knock part of the wall down. **Mr. Tenorio** explained there were passages in the wall. **Mr. Sanchez** inquired about their layout. He had not seen a well, but there was a well permit. The well permit was never filed with the Office of the State Engineer. You had listed here that you had reclaimed water. **Mr. Strozier** stated there was a well and a well permit and he was in belief this had been processed. On site there was a rainwater harvesting system. This was used for irrigation and to water trees. The Tenorio's were being efficient as possible with the water and the management of it. **Mr. Sanchez** asked if there was a well for the residents. In the Southwest corner there is an area dashed out with some trees. What was that for. **Mr. Strozier** answered that it was the previously mentioned family cemetery. It was not included in this request. It had previous approval. **Mrs. Johnston** said she was specifically sought out by one of the neighbors who supports this and approached to reinforce one of the letters that was sent. She also included the reference that the community, the churches, church organizations and the schools would be able to use the facilities after coming into an agreement with the foundation. **Mr. Tenorio** explained if there was a need for them to gather, then yes. **Mr. Strozier** added that this was a part of the intent for this Special Use permit. **Mrs. Estrada** mentioned the unpleasant name that referred to McIntosh. This retreat was like an oasis in the area.

Roll Call: **Mr. Sanchez: Aye, Mrs. Estrada: Aye, Mrs. Johnston: Aye, Vice Chairman DuCharme: Aye, Chairman Frost: Aye. Motion carried.**

Motion to leave public hearing: **Vice Chairman DuCharme motioned; Mrs. Estrada seconded**

Discussion: None

Roll Call: **Mrs. Johnston: Aye, Mrs. Estrada: Aye, Vice Chairman DuCharme: Aye, Chairman Frost: Aye. Motion carried.**

Exit Public Hearing: 10:48

Public Hearing ended 10:48am

Regular Business in session

DISCUSSION ITEMS: **Vice Chairman DuCharme** asked for clarification on public hearings. He was in belief the public meeting should be exited before a motion made or the vote placed. **County Attorney Garcia** responded that the main point of the public hearing was to get sworn testimony. If the witness is sworn it was fine. **Director Goen** informed the Board the Planning and Zoning meeting schedule for the 2024 year has been prepared and would be presented at the next meeting.

Pursuant to New Mexico State Statute Section 10-15-1 through 10-15-4 (NMSA 1978), these issues can be addressed in general. No decision can be rendered at this meeting



*Agenda Item
No. 10*



*Agenda Item
No. 11-A*

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSONERS
RESOLUTION NO. R 2023-**

**TRANSPORTATION PROJECT FUNDS FOR KING FARM ROAD
PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

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

WHEREAS, the total cost of the project will be \$377,073 to be funded in proportional share by the parties hereto as follows:

- New Mexico Department of Transportation's share shall be 95% or \$358,219.61,
- Torrance County's proportional matching share shall be 5% or \$18,853.66,
- TOTAL PROJECT COST IS \$377,073.27; and

WHEREAS, Torrance County shall pay all costs, which exceed the total amount of \$377,073.27; and

WHEREAS, Torrance County determines the follows:

- That the project for this Cooperative agreement is adopted and has a priority standing.
- The agreement terminates on June 30, 2026, and the Torrance County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, be it resolved that the Torrance County Board of County Commissioners enters into Cooperative Agreement for Project Control Number LP50049 with the New Mexico Department of Transportation for the TPF Program for year 2024 for King Farm Rd-Planning, design, construction, and construction management/testing for repair, pavement rehabilitation, improvements and blading and shaping from Hwy. 41, go west on Abram Rd. for 2 miles start of project, proceed north on King Farm Rd. for 1.5 miles to Santa Fe County.- within the control of Torrance County in New Mexico.

DONE THIS 13th DAY OF DECEMBER, 2023.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

Michael I. Garcia, County Attorney

Ryan Schwebach, Chair, District 2

Date: _____

Kevin McCall, Vice Chair, District 1

ATTEST:

Samuel D. Schropp, Member, District 3

Linda Jaramillo, County Clerk

Date: _____

Contract No. _____
Vendor No. 0000054405
Control No. HW2LP50049

TRANSPORTATION PROJECT FUND GRANT AGREEMENT

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

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

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **King Farm Rd-Planning, design, construction, and construction management/testing for repair, pavement rehabilitation, improvements and blading and shaping from Hwy. 41, go west on Abram Rd. for 2 miles start of project, proceed north on King farm Rd. for 1.5 miles to Santa Fe County.** (Project or CN LP50049). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **(\$377,073.27)** to be funded in proportional share by the parties as follows:

- | | |
|--|---------------------|
| 1. Department's share shall be 95% | \$358,219.61 |
| King Farm Rd-Planning, design, construction, and construction management/testing for repair, pavement rehabilitation, improvements and blading and shaping from Hwy. 41, go west on Abram Rd. for 2 miles start of project, proceed north on King farm Rd. for 1.5 miles to Santa Fe County. | |
| 2. The Public Entity's required proportional matching Share shall be 5% | \$18,853.66 |
| For purpose stated above | |
| 3. Total Project Cost | \$377,073.27 |

- b. The Public Entity is responsible for all costs that exceed Project funding.
- c. All allocated funds must be spent by.
- d. The Public Entity represents that no federal funds will be used to finance the Project.
- e. The Public Entity must repay Project funding to the Department if:
1. The Project is cancelled or partially performed.
 2. A final audit conducted by the Department at Project completion determines the following: overpayment, unexpended monies, or ineligible expenses.

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

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

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

EXHIBIT B
RESOLUTION
Torrance County

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

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

WHEREAS, the total cost of the project will be \$377,073 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$358,219.61

and

- b. **Torrance County**'s proportional matching share shall be 5% or \$18,853.66

TOTAL PROJECT COST IS \$377,073.27

Torrance County shall pay all costs, which exceed the total amount of \$377,073.27.

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

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

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

Now therefore, be it resolved by the **Torrance County** to enter into Cooperative Agreement for Project Control Number **LP50049** with the New Mexico Department of Transportation for the TPF Program for year 2024 for King Farm Rd-Planning, design, construction, and construction management/testing for repair, pavement rehabilitation, improvements and blading and shaping from Hwy. 41, go west on Abram Rd. for 2 miles start of project, proceed north on King farm Rd. for 1.5 miles to Santa Fe County.- within the control of the **Torrance County** in New Mexico.

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

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE



*Agenda Item
No. 11-B*

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2023-**

**TRANSPORTATION PROJECT FUNDS FOR MARTIN ROAD
PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

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

WHEREAS, the total cost of the project will be \$199,617.68 to be funded in proportional share by the parties hereto as follows:

- New Mexico Department of Transportation's share shall be 95% or \$189,636.80,
- Torrance County's proportional matching share shall be 5% or \$9,980.88,
- TOTAL PROJECT COST IS \$199,617.68; and

WHEREAS, Torrance County shall pay all costs, which exceed the total amount of \$199,617.68; and

WHEREAS, Torrance County determines the follows:

- That the project for this Cooperative agreement is adopted and has a priority standing.
- The agreement terminates on June 30, 2026, and the Torrance County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, be it resolved that the Torrance County Board of County Commissioners enters into Cooperative Agreement for Project Control Number LP50050 with the New Mexico Department of Transportation for the TPF Program for year 2024 for Martin Rd-Planning, design, construction, and construction management/testing for repair, pavement rehabilitation, improvements and blading and shaping from Old 66 proceed north 0.3 of a mile to start of project, proceed north to 0.8 miles to end of project at the Santa Fe County Line – within the control of Torrance County in New Mexico.

DONE THIS 13th DAY OF DECEMBER, 2023.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

Michael I. Garcia, County Attorney

Ryan Schwebach, Chair, District 2

Date: _____

Kevin McCall, Vice Chair, District 1

ATTEST:

Samuel D. Schropp, Member, District 3

Linda Jaramillo, County Clerk

Date: _____

Contract No. _____
Vendor No. 0000054405
Control No. HW2LP50050

TRANSPORTATION PROJECT FUND GRANT AGREEMENT

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

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

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Martin Rd-Planning, design, construction, and construction management/testing for repair, pavement rehabilitation, improvements and blading and shaping from Old 66 proceed north .3 tenths of a mile to start of project, proceed north to .8 miles to end of project at the Santa Fe County Line.** (Project or CN LP50050). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **(\$199,617.68)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% **\$189,636.80**
Martin Rd-Planning, design, construction, and construction management/testing for repair, pavement rehabilitation, improvements and blading and shaping from Old 66 proceed north .3 tenths of a mile to start of project, proceed north to .8 miles to end of project at the Santa Fe County Line.

2. The Public Entity's required proportional matching
Share shall be 5% **\$9,980.88**
For purpose stated above

3. Total Project Cost **\$199,617.68**

- b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
1. The Project is cancelled or partially performed.
2. A final audit conducted by the Department at Project completion determines the following: overpayment, unexpended monies, or ineligible expenses.

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

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

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

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

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: _____

Torrance County

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT B
RESOLUTION
Torrance County

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

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

WHEREAS, the total cost of the project will be \$199,618 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$189,636.80

and

- b. **Torrance County**'s proportional matching share shall be 5% or \$9,980.88

TOTAL PROJECT COST IS \$199,617.68

Torrance County shall pay all costs, which exceed the total amount of \$199,617.68.

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

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

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

Now therefore, be it resolved by the **Torrance County** to enter into Cooperative Agreement for Project Control Number **LP50050** with the New Mexico Department of Transportation for the TPF Program for year 2024 for Martin Rd-Planning, design, construction, and construction management/testing for repair, pavement rehabilitation, improvements and blading and shaping from Old 66 proceed north .3 tenths of a mile to start of project, proceed north to .8 miles to end of project at the Santa Fe County Line.- within the control of the **Torrance County** in New Mexico.

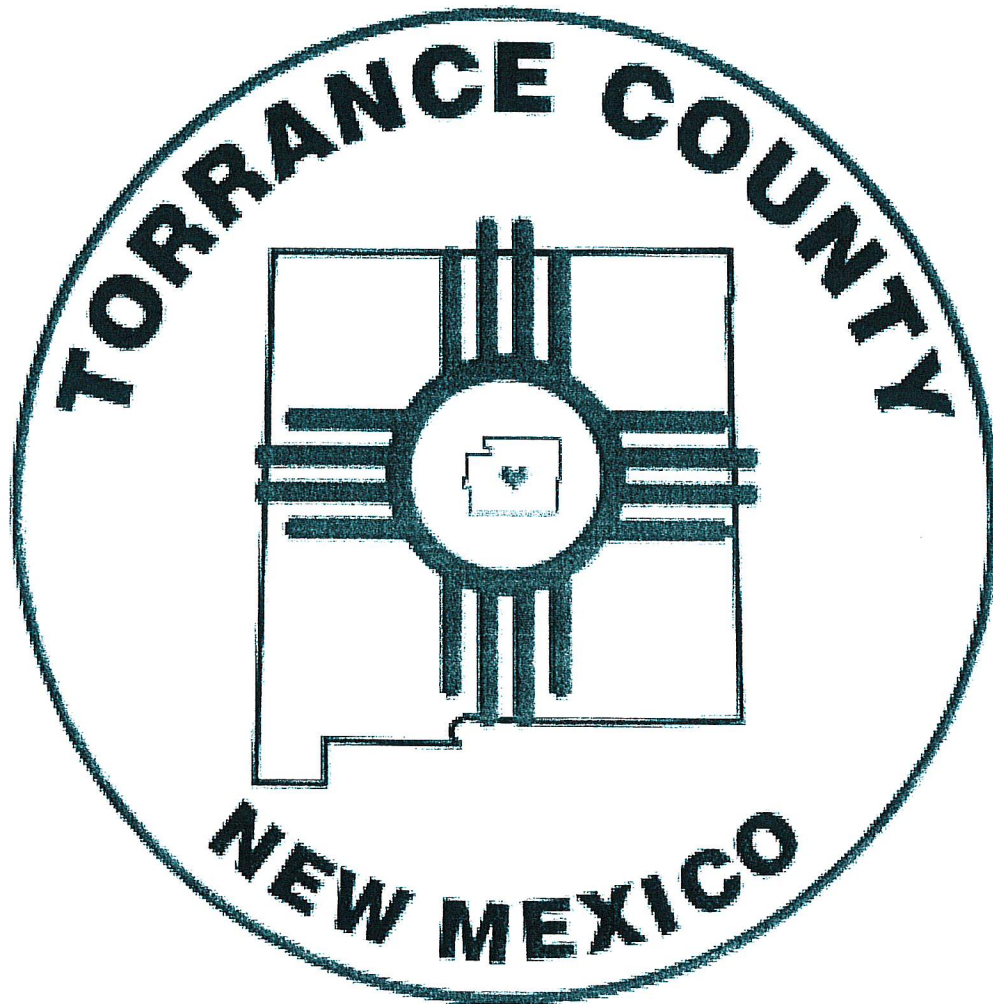
(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

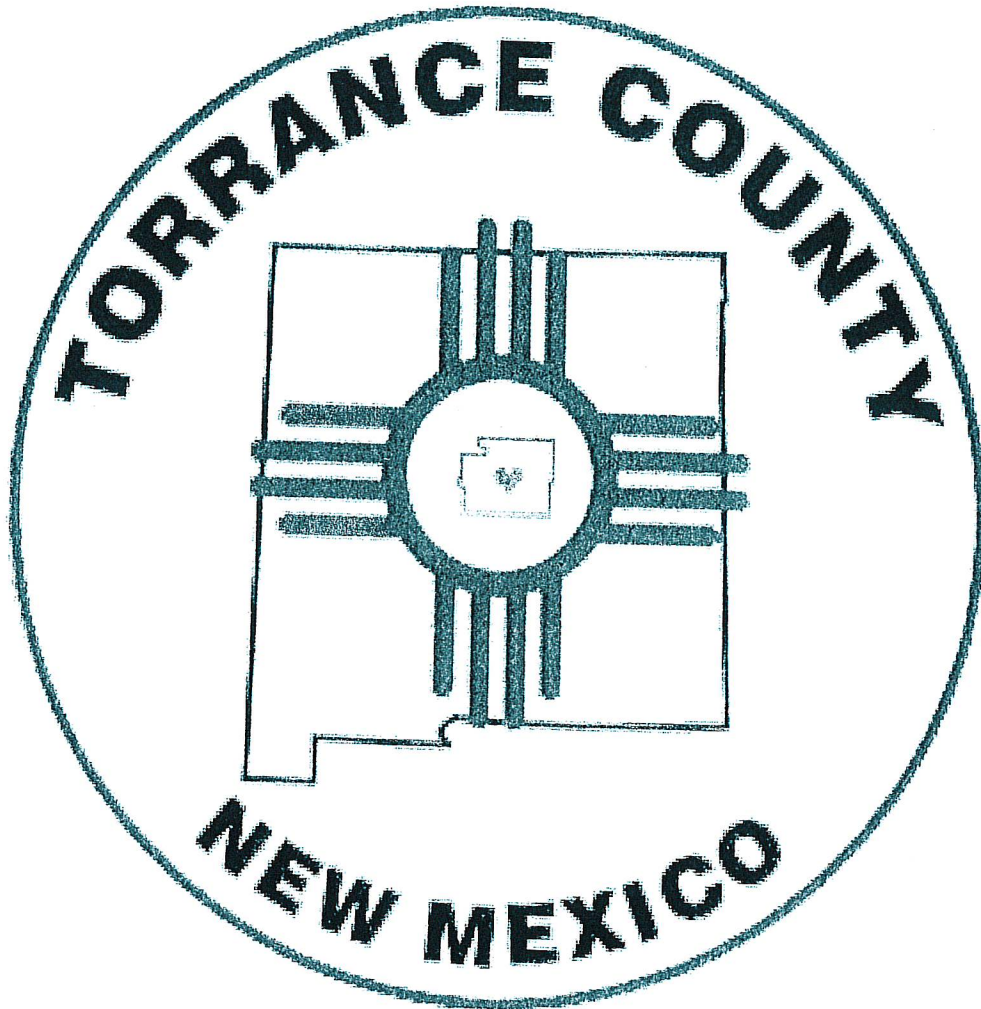
DATE

(PRINTED NAME, POSITION)

DATE



*Agenda Item
No. 11-C*



Agenda Item
No. 11-D

County Commission

Ryan Schwebach
Chair
District 2

Kevin McCall
Vice Chair
District 1

Samuel D. Schropp
Commissioner
District 3



Torrance County Road Department
PO Box 48 ~ 205 S. Ninth Street
Estancia, NM 87016
(505) 544-4668 Main Line (505) 384-2550 Fax
Email: leonardl@tcnm.us

County Manager
Janice Y. Barela

Deputy County Manager
Tracy L. Sedillo

County Attorney
Michael I. Garcia

Road Superintendent
Leonard Lujan

Executive Assistant
Charmen Padilla

Nov 27, 2023

New Mexico Department of Transportation
James Mexia, Technical Support Engineer
c/o Amanda Nino
District Five Office
7315 Cerrillos Road
Santa Fe, New Mexico 87502

Re: LGRF CAP Contract D19669 and SB D19668

Dear Mr. Mexia,

because of weather related issues, this letter serves as an official request to extend two Cooperative agreements between the New Mexico Department of Transportation and Torrance County for "Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. "The Agreements reference the Contract CAP D19669 for the total amount of \$277,696 the Department's share is 75% \$208,272.00 and the County's share is 25% \$69,424.00 and the SB D19668 for the total amount of \$120,800.00 the Department's share is 75% \$90,608.00 and the County's share is 25% \$30,203.00. The agreements referenced above will expire on December 30, 2023, therefore we are requesting a six-month extension until June 30,2024.

Thank you for your consideration. If you need more Information or have any questions, please contact Leonard Lujan Road Department Supervisor at 505-544-4667 or his Assistant Charmen Padilla at 505-544-4668.

Respectfully,

Janice Y. Barela
Torrance County Manager

Contract No.	D19668
Vendor No.	54405
Control No.	L500508

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Torrance County** (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, 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 **Pavement Rehabilitation /Improvement, Blading & Shaping** as described in Control No. **L500508**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is **One Hundred Twenty Thousand, Eight Hundred Eleven Dollars (\$120,811)** to be funded in proportional share by the parties as follows:

- | | |
|-------------------------------------|-----------------|
| 1. Department's share shall be 75%: | \$90,608 |
|-------------------------------------|-----------------|

Pavement Rehabilitation /Improvement, Blading & Shaping

- | | |
|---|-----------------|
| 2. Public Entity's required proportional matching share shall be 25%: | \$30,203 |
|---|-----------------|

- | | |
|------------------------|------------------|
| 3. Total Project Cost: | \$120,811 |
|------------------------|------------------|

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Twenty Thousand, Eight Hundred Eleven Dollars (\$120,811)**.
- 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:

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSONERS
RESOLUTION NO. R 2023-**

WHEREAS, the County of Torrance submitted a proposal to the New Mexico Department of Transportation for the SB-Contract Number D19668 project funds for the purpose of Pavement Rehabilitation/Improvements and Blading & Shaping on various county roadways and our funding has been approved by the New Mexico Department of Transportation Commission; an
WHEREAS, the original Cooperative Agreement specifies a project end date of December 31, 2023; and
WHEREAS, the Cooperative Agreement needs more time to be completed; and
THEREFORE, the County of Torrance, agrees to request that the New Mexico Department of Transportation extend the Cooperative Agreement end date to June 30, 2024, a time extension of six months.
ADOPTED, and approved this Thirteenth Day of Dec 2023.

RESOLUTION TITLE

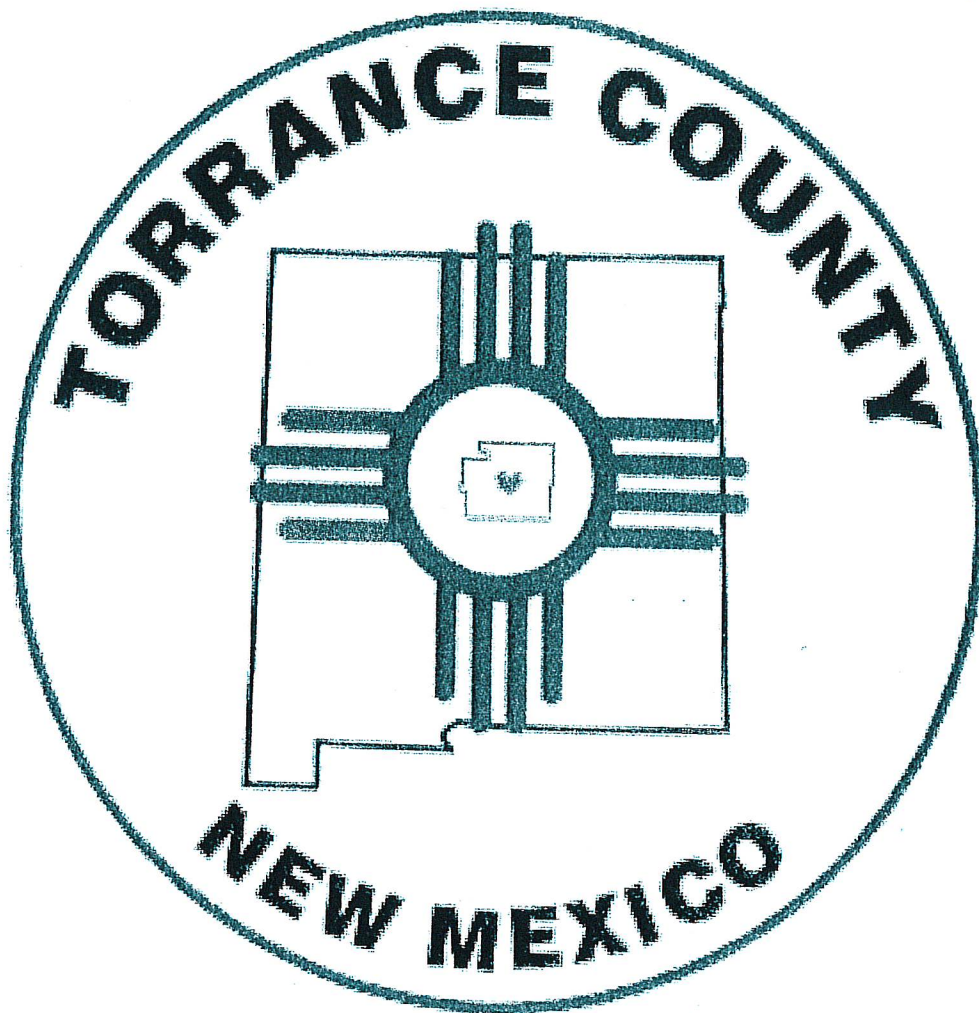
APPROVED AS TO FORM ONLY: BOARD OF COUNTY COMMISSIONERS

<p>_____ Michael I. Garcia, County Attorney</p> <p>Date: _____</p>	<p>_____ Ryan Schwebach, Chair, District 2</p> <p>_____ Kevin McCall, Vice Chair, District 1</p> <p>_____ Samuel D. Schropp, Member, District 3</p>
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ATTEST:

Linda Jaramillo, County Clerk

Date: _____



Agenda Item
No. 11-E

County Commission

Ryan Schwebach
Chair
District 2

Kevin McCall
Vice Chair
District 1

Samuel D. Schropp
Commissioner
District 3



Torrance County Road Department

***PO Box 48 ~ 205 S. Ninth Street
Estancia, NM 87016
(505) 544-4668 Main Line (505) 384-2550 Fax
Email: leonardl@tcnm.us***

County Manager
Janice Y. Barela

Deputy County Manager
Tracy L. Sedillo

County Attorney
Michael I. Garcia

Road Superintendent
Leonard Lujan

Executive Assistant
Charmen Padilla

Nov 27, 2023

New Mexico Department of Transportation
James Mexia, Technical Support Engineer
c/o Amanda Nino
District Five Office
7315 Cerrillos Road
Santa Fe, New Mexico 87502

Re: LGRF CAP Contract D19669 and SB D19668

Dear Mr. Mexia,

because of weather related issues, this letter serves as an official request to extend two Cooperative agreements between the New Mexico Department of Transportation and Torrance County for "Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. "The Agreements reference the Contract CAP D19669 for the total amount of \$277,696 the Department's share is 75% \$208,272.00 and the County's share is 25% \$69,424.00 and the SB D19668 for the total amount of \$120,800.00 the Department's share is 75% \$90,608.00 and the County's share is 25% \$30,203.00. The agreements referenced above will expire on December 30, 2023, therefore we are requesting a six-month extension until June 30,2024.

Thank you for your consideration. If you need more Information or have any questions, please contact Leonard Lujan Road Department Supervisor at 505-544-4667 or his Assistant Charmen Padilla at 505-544-4668.

Respectfully,

Janice Y. Barela
Torrance County Manager

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2023-**

WHEREAS, the County of Torrance submitted a proposal to the New Mexico Department of Transportation for the CAP-Contract Number D19669 project funds for the purpose of Pavement Rehabilitation/Improvements and Blading & Shaping on various county roadways and our funding has been approved by the New Mexico Department of Transportation Commission; an WHEREAS, the original Cooperative Agreement specifies a project end date of December 31, 2023; and

WHEREAS, the Cooperative Agreement needs more time to be completed; and
THEREFORE, the County of Torrance, agrees to request that the New Mexico Department of Transportation extend the Cooperative Agreement end date to June 30, 2024, a time extension of six months.

ADOPTED, and approved this Thirteenth Day of Dec 2023.

RESOLUTION TITLE

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

Michael I. Garcia, County Attorney

Ryan Schwebach, Chair, District 2

Date: _____

Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

ATTEST:

Linda Jaramillo, County Clerk

Date: _____



*Agenda Item
No. 11-F*

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2023-**

SAP23-H2505-GF

WHEREAS, the Board of County Commissioners of Torrance County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department; and

WHEREAS, the Agreement is identified as Project Number SAP23-H2505-GF.

NOW, THEREFORE BE IT RESOLVED:

Janice Y. Barela, County Manager, or successor is authorized to sign the Grant Agreement for this project and

Janice Y. Barela, County Manager and Tracy Sedillo, Deputy County Manager, or successor is the OFFICIAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Disbursements and Notice of Obligations (NOO)), and

Amanda Lujan, Grants Administrator, or successor is the Budget & Formulations Management System contact who is designated to update the BFM database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement and to act as the project contact.

DONE THIS ____ DAY OF _____, 2023.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

Michael I. Garcia, County Attorney

Ryan Schwebach, Chair, District 2

Date: _____

Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

ATTEST:

Linda Jaramillo, County Clerk

1 Date: _____
2

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
FUND CAPITAL APPROPRIATION PROJECT
TORRANCE CO DURAN WATER SYS IMPROVE
SAP 23-H2505-GF**

Type text here

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the “Department” or NMED, and Torrance County, hereinafter called the “Grantee” becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 199, Section 19, Subsection 129, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 23-H2505-GF \$50,000.00 APPROPRIATION REVERSION DATE: June 30, 2027

Laws of 2023, Chapter 199, Section 19, Subsection 129, Fifty Thousand Dollars, (\$50,000.00), for:

to plan, design, construct and equip water system improvements in the Duran area in Torrance county;

The Grantee’s total reimbursements shall not exceed Fifty Thousand Dollars, \$50,000.00 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)¹, if applicable, No Dollars, \$0.00, which equals Fifty Thousand Dollars, \$50,000.00 (the “Adjusted Appropriation Amount”).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

¹ The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Special Conditions Attachment may set forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If the Special Conditions Attachment imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of the Attachment shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee 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.

(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. 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.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

For all matters related to this Agreement, the Grantee designates their official representative(s) or successor, in their Signatory Resolution, as required in Article X. B. (v). The official representative will be the contact and signatory for all disbursements and Notices of Obligation.

If applicable, the Grantee designates an Alternative Fiscal Agent in the Signatory Resolution as required in Article X. B. (v), and in the Alternative

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

NMED Program Administrator

Name: Bertha Aragon

Email: bertha.aragon@env.nm.gov

Telephone: 505-670-3615

NMED Project Manager

Name: Eric Gartner

Email: eric.gartner@env.nm.gov

Telephone: 505-670-3643

The Grantee and the Department agree that either 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 IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2027 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date 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 referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department

may, but is not obligated to, require the Grantee 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 Department and be signed by the Grantee. 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, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department 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.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing 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 or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee 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, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) **Twenty (20) days from the Reversion Date.**

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee 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 herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce

Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- (v) The Grantee 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 Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has 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 to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees 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, during their 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 or

goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, 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 Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee 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 budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties 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 that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Torrance County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Torrance County’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Torrance County or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Torrance County or the Department”

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination 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 Environment Department Grant Agreement. Should the NMED early terminate the grant agreement, the Torrance County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Torrance County only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and

4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

Authorization Page
TORRANCE CO DURAN WATER SYS IMPROVE SAP 23-H2505-GF

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

New Mexico Environment Department

Judith L. Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the March 24, 2023 Secretary of Environment Delegation Order

SAMPLE

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information <small>(Make sure information is complete & accurate)</small> A. Grantee: _____ B. Address: _____ <small>(Complete Mailing, including Suite, if applicable)</small> <div style="display: flex; justify-content: space-between;"> City State Zip </div> C. Phone No: _____ D. Grant No: _____ E. Project Title: _____ F. Grant Expiration Date: _____	II. Payment Computation A. Payment Request No. _____ B. Grant Amount: _____ C. AIPP Amount <i>(If Applicable)</i> : _____ D. Funds Requested to Date: _____ E. Amount Requested this Payment: _____ F. Reversion Amount <i>(If Applicable)</i> : _____ G. Grant Balance: _____ H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB <i>(attach wire if first draw)</i> I. <input type="checkbox"/> Final Request for Payment <i>(if Applicable)</i>
III. Fiscal Year : _____ <small>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</small>	
IV. <input type="checkbox"/> Reporting Certification: I hereby certify to the best of my know ledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.	
V. <input type="checkbox"/> Compliance Certification: Under penalty of law, I hereby certify to the best of my know ledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.	
Grantee Fiscal Officer or Fiscal Agent <i>(if applicable)</i>	Grantee Representative
Printed Name	Printed Name
Date:	Date:
(State Agency Use Only)	
Vendor Code: _____	Fund No.: _____
	Loc No.: _____
I certify that the State Agency financial and vendor file information agree with the above submitted information.	
Division Fiscal Officer	Division Project Manager
Date	Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
SAMPLE EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project TORRANCE CO DURAN WATER SYS IMPROVE SAP 23-H2505-GF
Grantee Torrance County
Payment Request No _____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 **REVIEW**

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project, for review and, if appropriate, approval. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.
- B. If these grant funds are to be used for engineering and/or other professional services, the hiring process for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If engineering fees exceed \$60,000, excluding gross receipt taxes, the Grantee is required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the Request for Proposals (RFP) package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- C. If these grant funds are used for engineering and/or other professional services, the Grantee must submit a copy of any executed engineering agreement and/or other professional services contract so a notice of obligation can be prepared and issued. If the Grantee's staff will be used to prepare the design, a letter certifying that must be submitted to NMED for the project record. The grantee has the option of using the NMED engineering agreement. In any case all engineering agreements must include the non-appropriation and termination clauses required by DFA in all agreements funded by capital outlay.
- D. A preliminary engineering report (PER), technical memorandum, or study by a registered New Mexico Professional Engineer may be required.
- E. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, bid documents, and engineer's construction cost estimate, for the project (prepared and sealed by a licensed and registered New Mexico Professional Engineer) to NMED **before** the project is advertised for construction bids, along with a letter **from the Grantee** stating that they have reviewed and accepted the plans and specifications. If required, the Grantee must also submit the plans and specifications to the appropriate regulatory agency for review and approval and provide a copy of the approval letter from the regulatory agency. Upon receipt of these documents the NMED will issue a letter confirming receipt of the required documents and informing the Grantee to proceed with advertising the project for construction bids.
- F. A site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

- G. If grant funds are to be used for the purchase or acquisition of real property as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser selected through applicable procurement procedures.
- H. The Grantee will submit the proof of advertisement, recommendation of award, bid tabulation, complete bid submittal of the selected contractor, any addenda issued, and funding analysis listing all funds that will pay for construction to NMED prior to award of the construction contract, along with a letter from the Grantee stating they concur with the recommendation of award to the selected contractor and price and confirming that the Grantee has sufficient funds for construction.
- I. The Grantee will submit the notice of the award, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to proceed to NMED. NMED will prepare and issue the notice of obligation for the construction cost making the grant funds available for reimbursement of construction costs. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- J. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.
- K. All daily construction inspection reports shall be made available to the NMED upon request.
- L. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.
- M. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

ARTICLE 2 **NMED OVERSIGHT**

NMED inspection, review and oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the

owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 **CLOSEOUT**

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.
- B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.
- C. If the grant funds are used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. A certificate of substantial completion including punch list items.
 - ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.
 - iii. A written consent of the surety, if any, to final payment.
 - iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.
 - v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.
 - vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.
 - vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

Rev. May 2023	NEW MEXICO ENVIRONMENT DEPARTMENT							
	CONSTRUCTION PROGRAMS BUREAU							
NMED DISBURSEMENT REQUEST								
SPECIAL APPROPRIATIONS PROGRAM (SAP)								
A. NAME OF ENTITY				C. DISBURSEMENT REQUEST NUMBER				
B. PROJECT NUMBER				D. GRANT AMOUNT				
	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM OTHER FUNDS	
Engineer Fees								
Other Professional								
Service Fees								
Inspection Fees								
Property Acquisition								
Construction Cost								
Planning Cost								
Equipment								
Other Costs (specify)								
Contingencies								
TOTAL								
Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.				Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.				
Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.								
	Signature of Official Representative:		Typed or Printed Name:		Phone:		Date:	
	X							
	Signature of Fiscal Agent if applicable:		Typed or Printed Name:		Phone:		Date:	
	X							

Name of Grantee: Torrance County

Project Number: SAP-23- H2505 GF

Current Authorized Signatures (submit with Signature Resolution; update when necessary)

Authorized to Sign Grant Agreement	
Name	Janice Y. Barela
Title	County Manager
Signature	
Address	PO Box 48/ 205 S. Ninth St. Estancia, NM 87016
Email	jbarela@tcnm.us
Phone	505-544-4703
Official Representatives authorized to sign Disbursement Requests and All Other Documents,	
Name	Janice Barela Tracy Sedillo
Title	County Manager Deputy County Manager
Signature	
Address	PO Box 48/ 205 S. Ninth St. Estancia, NM 87016
Email	jbarela@tcnm.us tsedillo@tcnm.us
Phone	505-544-4307 505-544-4702
Alternate Official Representative, To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact	
Name	Amanda Lujan
Title	Grants Administrator
Signature	
Address	PO Box 48/ 205 S. Ninth St. Estancia, NM 87016
Email	alujan@tcnm.us
Phone	505-544-4309
Designated Agent or Employee that will make Quarterly BFM Updates	
Name	Amanda Lujan
Title	Grants Administrator
Signature	Signature Not Required
Address	PO Box 48/ 205 S. Ninth St. Estancia, NM 87016
Email	alujan@tcnm.us
Phone	505-544-4309

Name of Grantee: Torrance County **Project Number:** SAP-23- H2505 GF
Current Authorized Signatures (submit with Signature Resolution; update when necessary)

Authorized to Sign Grant Agreement	
Name	Janice Y. Barela
Title	County Manager
Signature	
Address	PO Box 48/ 205 S. Ninth St. Estancia, NM 87016
Email	jbarela@tcnm.us
Phone	505-544-4703
Official Representatives authorized to sign Disbursement Requests and All Other Documents,	
Name	Janice Barela Tracy Sedillo
Title	County Manager Deputy County Manager
Signature	
Address	PO Box 48/ 205 S. Ninth St. Estancia, NM 87016
Email	jbarela@tcnm.us tsedillo@tcnm.us
Phone	505-544-4307 505-544-4702
Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact	
Name	Amanda Lujan
Title	Grants Administrator
Signature	
Address	PO Box 48/ 205 S. Ninth St. Estancia, NM 87016
Email	alujan@tcnm.us
Phone	505-544-4309
Designated Agent or Employee that will make Quarterly BFM Updates	
Name	Amanda Lujan
Title	Grants Administrator
Signature	Signature Not Required
Address	PO Box 48/ 205 S. Ninth St. Estancia, NM 87016
Email	alujan@tcnm.us
Phone	505-544-4309



*Agenda Item
No. 11-G*

Current - Municipal Plan 2
Contributions (E - 11.65%, TC - 10.80%)
Pension Factors (T1 - 2.5%, T2 - 2.0%)

Employee	FY 24 Rate	FY 24 Base Wage	E - PERA	TC - PERA
Sanchez, Christopher	18.75	46,800.00	5,452.20	5,054.40
Fire Chief - Vacant	39.43	82,014.40	9,554.68	8,857.56
Fill, Julie	19.75	49,296.00	5,742.98	5,323.97
Lieutenant - Vacant	21.75	54,288.00	6,324.55	5,863.10
Braman-Mahan, Felicia	19.75	49,296.00	5,742.98	5,323.97
Fetherolf, Elijah	18.75	46,800.00	5,452.20	5,054.40
Hughes, Larry	19.75	49,296.00	5,742.98	5,323.97
Porch, Brannon (T1)	20.75	51,792.00	6,033.77	5,593.54
Spomer, Nicaea	18.75	46,800.00	5,452.20	5,054.40
Shrider, Scott	18.75	46,800.00	5,452.20	5,054.40
LT -Neufeld, R. William	21.75	54,288.00	6,324.55	5,863.10
Lieutenant - Vacant	21.75	54,288.00	6,324.55	5,863.10
Barton, Joshua	18.75	46,800.00	5,452.20	5,054.40
Sanchez, Hanna (T1)	26.75	55,640.00	6,482.06	6,009.12
Total		734,198.40	85,534.11	79,293.43

Fire Plan 2
Contributions (E - 12.00%, TC - 19.15%)
Pension Factors (T1 - 2.5%, T2 - 2.0%)

Employee	FY 24 Rate	FY 24 Base Wage	E - PERA	TC PERA
Sanchez, Christopher	18.75	46,800.00	5,616.00	8,962.20
Fire Chief - Vacant	39.43	82,014.40	9,841.73	15,705.76
Fill, Julie	19.75	49,296.00	5,915.52	9,440.18
Lieutenant - Vacant	21.75	54,288.00	6,514.56	10,396.15
Braman-Mahan, Felicia	19.75	49,296.00	5,915.52	9,440.18
Fetherolf, Elijah	18.75	46,800.00	5,616.00	8,962.20
Hughes, Larry	19.75	49,296.00	5,915.52	9,440.18
Porch, Brannon (T1)	20.75	51,792.00	6,215.04	9,918.17
Spomer, Nicaea	18.75	46,800.00	5,616.00	8,962.20
Shrider, Scott	18.75	46,800.00	5,616.00	8,962.20
LT - Neufeld, R. William	21.75	54,288.00	6,514.56	10,396.15
Lieutenant - Vacant	21.75	54,288.00	6,514.56	10,396.15
Barton, Joshua	18.75	46,800.00	5,616.00	8,962.20
Sanchez, Hanna (T1)	26.75	55,640.00	6,676.80	10,655.06
Total		734,198.40	88,103.81	140,598.99
		Current Plan	85,534.11	79,293.43
		Annual Difference	2,569.70	61,305.56

Fire Plan 1

Contributions (E - 12.00%, TC - 12.65%)

Pension Factors (T1 - 2.0%, T2 - 2.0%)

Employee	FY 24 Rate	FY 24 Base Wage	E - PERA	FY 24 PERA
Sanchez, Christopher	18.75	46,800.00	5,616.00	5,920.20
Fire Chief - Vacant	39.43	82,014.40	9,841.73	10,374.82
Fill, Julie	19.75	49,296.00	5,915.52	6,235.94
Lieutenant - Vacant	21.75	54,288.00	6,514.56	6,867.43
Braman-Mahan, Felicia	19.75	49,296.00	5,915.52	6,235.94
Fetherolf, Elijah	18.75	46,800.00	5,616.00	5,920.20
Hughes, Larry	19.75	49,296.00	5,915.52	6,235.94
Porch, Brannon (T1)	20.75	51,792.00	6,215.04	6,551.69
Spomer, Nicaea	18.75	46,800.00	5,616.00	5,920.20
Shrider, Scott	18.75	46,800.00	5,616.00	5,920.20
LT - Neufeld, R. William	21.75	54,288.00	6,514.56	6,867.43
Lieutenant - Vacant	21.75	54,288.00	6,514.56	6,867.43
Barton, Joshua	18.75	46,800.00	5,616.00	5,920.20
Sanchez, Hanna (T1)	26.75	55,640.00	6,676.80	7,038.46
Total		734,198.40	88,103.81	92,876.10
		Current Plan	85,534.11	79,293.43
		Annual Difference	2,569.70	13,582.67

Fire Plan 3

Contributions (E - 12.00%, TC- 22.90%)

Pension Factors (T1 - 2.5, T2 - 2.0%)

Employee	FY 24 Rate	FY 24 Base Wage	E - PERA	TC - PERA
Sanchez, Christopher	18.75	46,800.00	5,616.00	10,717.20
Fire Chief - Vacant	39.43	82,014.40	9,841.73	18,781.30
Fill, Julie	19.75	49,296.00	5,915.52	11,288.78
Lieutenant - Vacant	21.75	54,288.00	6,514.56	12,431.95
Braman-Mahan, Felicia	19.75	49,296.00	5,915.52	11,288.78
Fetherolf, Elijah	18.75	46,800.00	5,616.00	10,717.20
Hughes, Larry	19.75	49,296.00	5,915.52	11,288.78
Porch, Brannon (T1)	20.75	51,792.00	6,215.04	11,860.37
Spomer, Nicaea	18.75	46,800.00	5,616.00	10,717.20
Shrider, Scott	18.75	46,800.00	5,616.00	10,717.20
LT - Neufeld, R. William	21.75	54,288.00	6,514.56	12,431.95
Lieutenant - Vacant	21.75	54,288.00	6,514.56	12,431.95
Barton, Joshua	18.75	46,800.00	5,616.00	10,717.20
Sanchez, Hanna (T1)	26.75	55,640.00	6,676.80	12,741.56
Total		734,198.40	88,103.81	168,131.43
		Current Plan	85,534.11	79,293.43
		Annual Difference	2,569.70	88,838.00

Fire Plan 4

Contributions (E - 16.80%, TC: T1 - 22.90%, T2 - 21.9%)

Pension Factors (T1 - 3.0%, T2 - 2.5%)

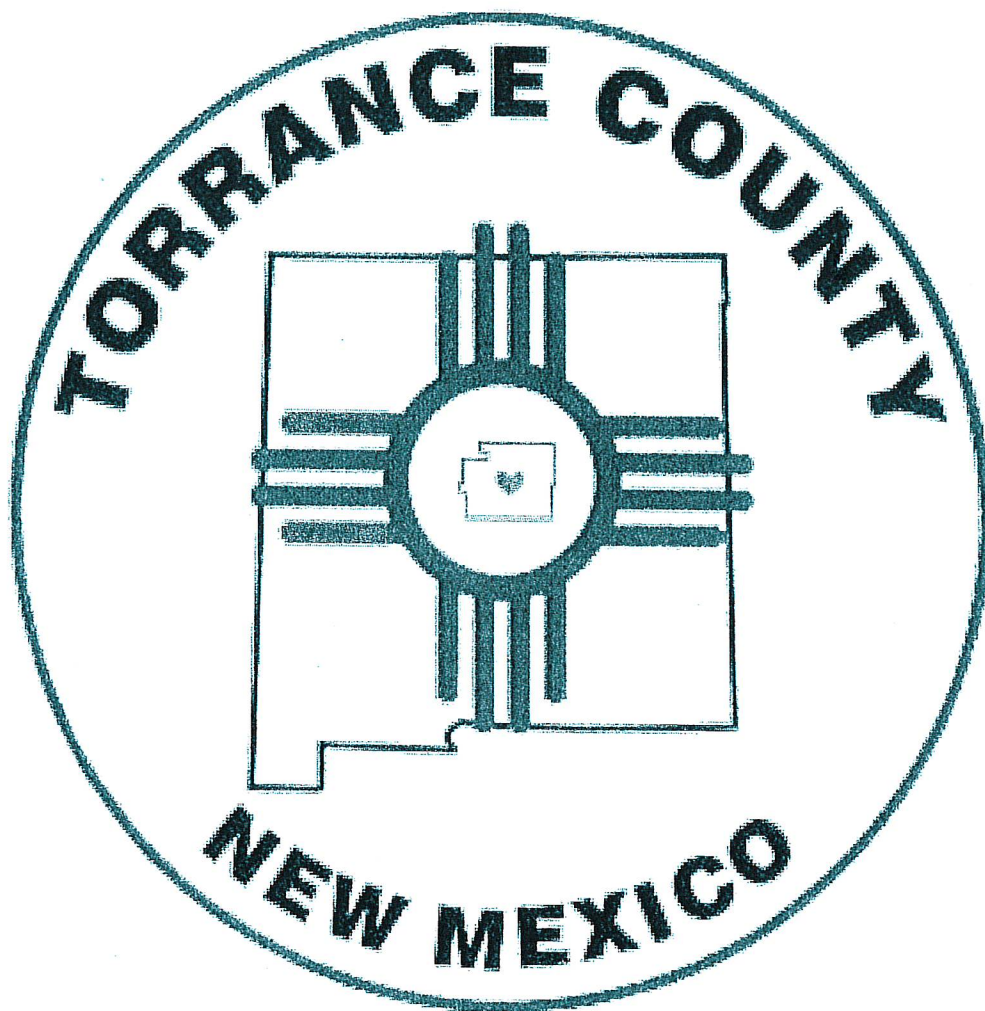
Employee	FY 24 Rate	FY 24 Base Wage	E - PERA	TC - PERA
Sanchez, Christopher	18.75	46,800.00	7,862.40	10,249.20
Fire Chief - Vacant	39.43	82,014.40	13,778.42	17,961.15
Fill, Julie	19.75	49,296.00	8,281.73	10,795.82
Lieutenant - Vacant	21.75	54,288.00	9,120.38	11,889.07
Braman-Mahan, Felicia	19.75	49,296.00	8,281.73	10,795.82
Fetherolf, Elijah	18.75	46,800.00	7,862.40	10,249.20
Hughes, Larry	19.75	49,296.00	8,281.73	10,795.82
Porch, Brannon (T1)	20.75	51,792.00	8,701.06	11,860.37
Spomer, Nicaea	18.75	46,800.00	7,862.40	10,249.20
Shrider, Scott	18.75	46,800.00	7,862.40	10,249.20
LT - Neufeld, R. William	21.75	54,288.00	9,120.38	11,889.07
Lieutenant - Vacant	21.75	54,288.00	9,120.38	11,889.07
Barton, Joshua	18.75	46,800.00	7,862.40	10,249.20
Sanchez, Hanna (T1)	26.75	55,640.00	9,347.52	12,741.56
Total		734,198.40	123,345.33	161,863.77
		Current Plan	85,534.11	79,293.43
		Annual Difference	37,811.22	82,570.34

Fire Plan 5

Contributions (E - 20.20%, TC - 22.90%)

Pension Factors (T1 - 3.5%, T2 - 3.0%)

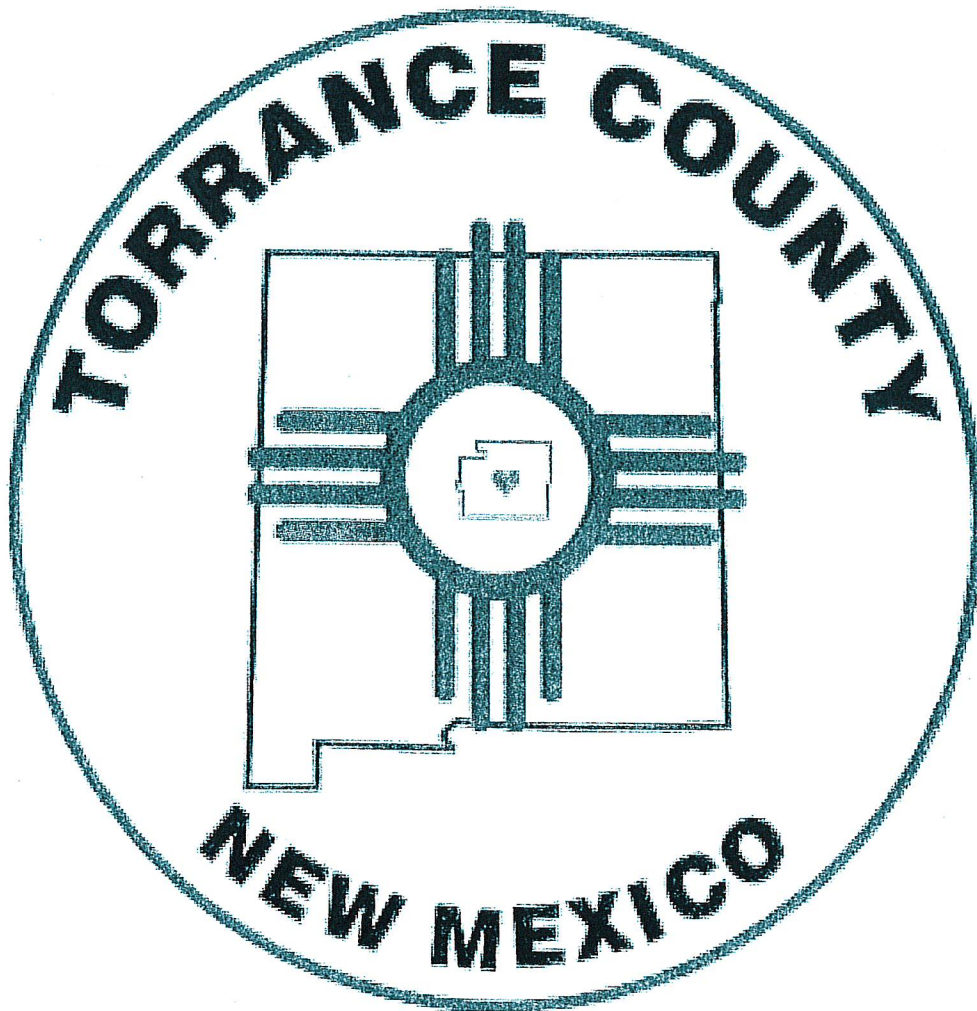
Employee	FY 24 Rate	FY 24 Base Wage	E - PERA	TC - PERA
Sanchez, Christopher	18.75	46,800.00	9,453.60	10,717.20
Fire Chief - Vacant	39.43	82,014.40	16,566.91	18,781.30
Fill, Julie	19.75	49,296.00	9,957.79	11,288.78
Lieutenant - Vacant	21.75	54,288.00	10,966.18	12,431.95
Braman-Mahan, Felicia	19.75	49,296.00	9,957.79	11,288.78
Fetherolf, Elijah	18.75	46,800.00	9,453.60	10,717.20
Hughes, Larry	19.75	49,296.00	9,957.79	11,288.78
Porch, Brannon (T1)	20.75	51,792.00	10,461.98	11,860.37
Spomer, Nicaea	18.75	46,800.00	9,453.60	10,717.20
Shrider, Scott	18.75	46,800.00	9,453.60	10,717.20
LT - Neufeld, R. William	21.75	54,288.00	10,966.18	12,431.95
Lieutenant - Vacant	21.75	54,288.00	10,966.18	12,431.95
Barton, Joshua	18.75	46,800.00	9,453.60	10,717.20
Sanchez, Hanna (T1)	26.75	55,640.00	11,239.28	12,741.56
Total		734,198.40	148,308.08	168,131.43
		Current Plan	85,534.11	79,293.43
		Annual Difference	62,773.97	88,838.00



*Agenda Item
No. 12-A*



*Agenda Item
No. 12-B*



Agenda Item
No. 12-C



TORRANCE COUNTY

2024 HOLIDAY SCHEDULE

ADMINISTRATIVE STAFF & FIRST RESPONDERS

FULL DAY HOLIDAYS:

January 01, 2024	New Year's Day
January 15, 2024	Martin Luther King, Jr. Birthday
February 19, 2024	Presidents' Day
May 27, 2024	Memorial Day
July 4, 2024	Independence Day
September 02, 2024	Labor Day
October 14, 2024	Columbus Day/Indigenous People's Day
November 11, 2024	Veterans' Day
November 28, 2024	Thanksgiving Day
November 29, 2024	Day after Thanksgiving
December 24, 2024	Christmas Eve
December 25, 2024	Christmas Day

HALF DAY HOLIDAYS:

March 29, 2024	Good Friday
December 31, 2024	New Year's Eve



*Agenda Item
No. 12-D*

Market: RANM
Cell Site Number: NMALU1711
Cell Site Name: PLT-MCINTOSH
Fixed Asset Number: 13553417

SECOND ADDENDUM TO TOWER USE LICENSE

THIS SECOND ADDENDUM TO TOWER USE LLICENSE dated as of the latter of the signature dates below, is by and between Torrance County, New Mexico having a mailing address of 205 S. Ninth Street, Estancia, New Mexico 87016 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Tower Use License dated February 9, 2011, a First Addendum dated September 24, 2013, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 753 Salt Missions Trail, McIntosh, NM 87032 ("**Agreement**"); and

WHEREAS, Landlord and Tenant desire, in their mutual interest, wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **New Premises Area.** Landlord agrees to increase the size of the Premises leased to Tenant to accommodate Tenant's needs. Upon the execution of this Addendum, Landlord leases to Tenant the additional premises described on attached Exhibit A-1 ("New Premises Area"). Landlord's execution of this Addendum will signify Landlord's approval of Exhibit A-1. The Premises under the Agreement prior to this Addendum in addition to the New Premises Area under this Addendum shall be the Premises under the Agreement.
2. **Generator.** Tenant shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a concrete pad and generator thereon, including back-up power supply. Tenant shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Tenant, and Tenant shall have the right to remove or modify it at any time.

3. **Other.** Landlord represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Tenants' permitting and/or installation of a generator within the New Premises Area. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain any government approvals for Tenant's use of the New Premises Area under this Addendum and agrees, at Tenant's request, to reasonably assist Tenant with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Tenant may use the generator in the manner set forth in applicable law. Tenant may terminate this Addendum by written notice to Landlord at any time. Within one hundred twenty 120 days after termination of this Addendum, Tenant shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Tenant fails to remove within such period and cessation of Tenant's operations at the New Premises Area shall be deemed abandoned. Tenant shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.

4. **Section 13. of the Agreement is hereby deleted in its entirety and replaced with the following:**

Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Landlord:

Torrance County
205 S. Ninth St
Estancia, NM 87016

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site # NMALU1711
Cell Site Name: PLT-MCINTOSH
Fixed Asset #: 13553417
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # NMALU1711
Cell Site Name: PLT-MCINTOSH
Fixed Asset #: 13553417
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.
6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Addendum, the terms of this Second Addendum shall control. Except as expressly set forth in this Second Addendum, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Addendum. The rights granted to Tenant herein are in addition to and not intended to limit any rights of Tenant in the Agreement. Unless otherwise specified herein or unless the context requires otherwise, the terms in the Agreement shall apply to the New Premises Area.
7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fifth Amendment on the dates set forth below.

Landlord

Torrance County

Tenant

New Cingular Wireless PCS, LLC,
A Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: Director _____
Date: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

I CERTIFY that on _____, 20____,
_____ [name of representative] personally came before me and
acknowledged under oath that he or she:

(a) is the _____ [title] of _____
[name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: _____

My Commission Expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)

_____)ss:

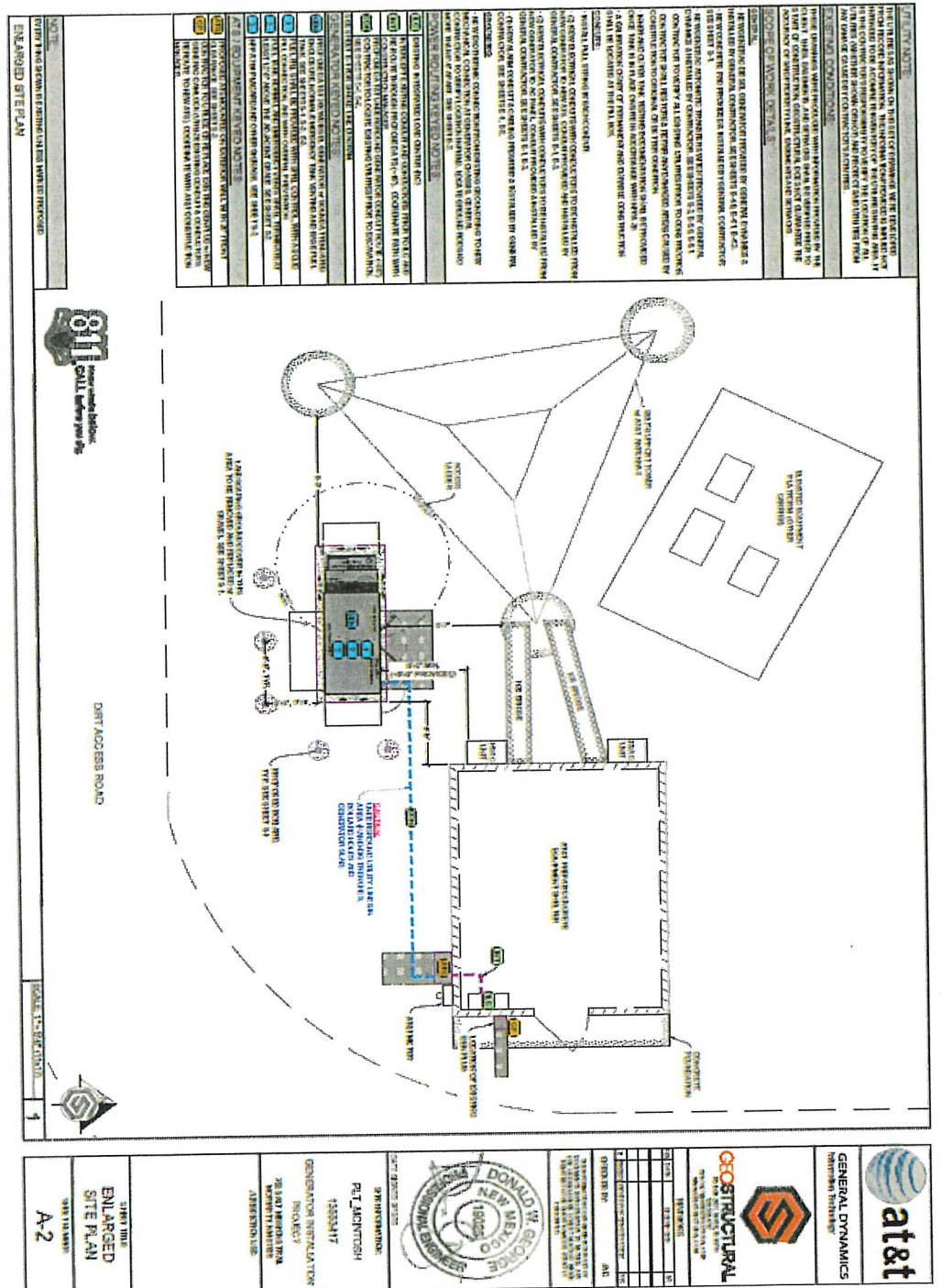
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally appeared _____,
and acknowledged under oath that he is the Director of New Cingular Wireless PCS, LLC, the
TENANT named in the attached instrument, and as such was authorized to execute this instrument
on behalf of the Limited Liability Company.

Notary Public: _____

My Commission Expires: _____

See attached



ATTACHMENT 1

MEMORANDUM OF LEASE

Prepared by:

Sherry Duff
General Dynamics Information Technology
1779 Texas School Road
Eubank, KY 42567

Return to:

Sherry Duff
General Dynamics Information Technology
1779 Texas School Road
Eubank, KY 42567

Re: Cell Site #: NMALU1711
Cell Site Name: PLT-MCINTOSH
Fixed Asset Number: 13553417
State: New Mexico
County: Torrance

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20 __, by and between Torrance County, New Mexico having a mailing address of 205 S. Ninth Street, Estancia, New Mexico 87016 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a Tower Use License dated February 9, 2011, a First Addendum dated September 24, 2013, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 753 Salt Missions Trail, McIntosh, NM 87032 ("**Agreement**"); and for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The additional portion of the property being leased to Tenant (the "**New Premises Area**") is described in **Exhibit A-1** annexed hereto.

3. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR

Torrance County

LESSEE

New Cingular Wireless PCS, LLC,
A Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: Len Daulton
Its: Director
Date: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

I CERTIFY that on _____, 20____,
_____ [name of representative] personally came before me and
acknowledged under oath that he or she:

(a) is the _____ [title] of _____
[name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)

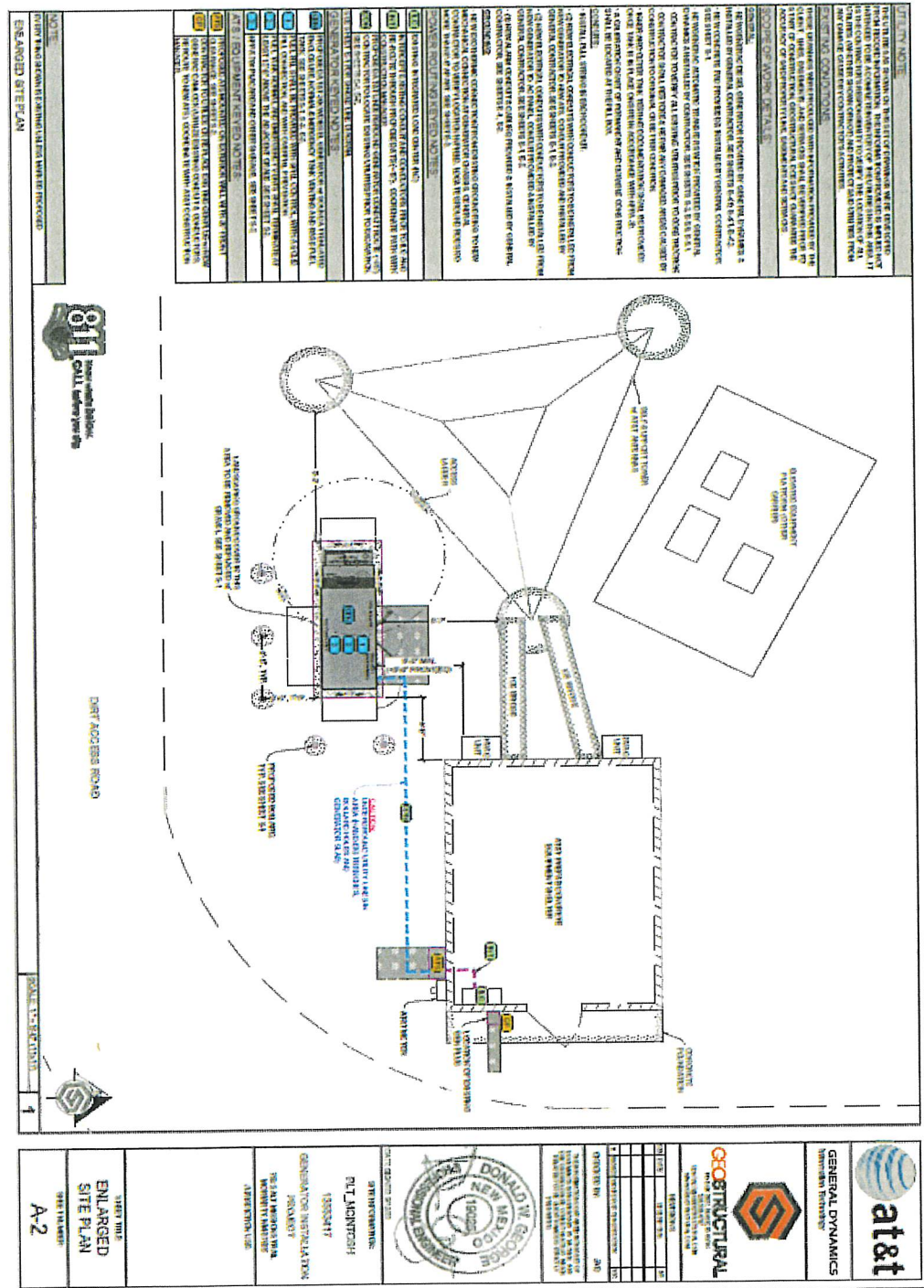
COUNTY OF _____)

)ss:

On the _____ day of _____, 20____, before me personally appeared Len Daulton, and
acknowledged under oath that he is the Director of New Cingular Wireless PCS, LLC, the Tenant
named in the attached instrument, and as such was authorized to execute this instrument on behalf
of the Limited Liability Company.

Notary Public: _____
My Commission Expires: _____

See attached





Agenda Item
No. 12-E



Agenda Item
No. 12-F



QUOTE

Email: ljaramillo@tcnm.us

Contact: **Eli Lovato**

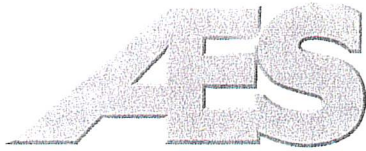
Quote is good for 30 Days

[illegible]

Freight: Included

Total	\$1,500.00
--------------	------------

Eli Lovato



Automated Election Services

INK IMPRESSIONS, INC.
7000 Zenith Court NE
Rio Rancho, New Mexico 87144
electionpeople.com

For billing/accounting questions, contact us at:
Voice: (505) 891-0525 • Fax: (505) 891-6500

INVOICE

CUSTOMER NUMBER

TOR0102

INVOICE NUMBER

59537

S
O
L
D
T
O

TORRANCE COUNTY CLERK
ATTN: TORRANCE COUNTY MANAGER
P.O.BOX 48
ESTANCIA, NM 87016

S
H
I
P
T
O

TORRANCE COUNTY CLERK
205 S. 9TH STREET
ESTANCIA, NM 87016

Past due invoices subject to 1.5% Finance Charge

DATE OF INVOICE	HOW SHIPPED	F.O.B.	PAYMENT TERMS
11/08/2023	BEST WAY	Destination	Net 15
PURCHASE ORDER NUMBER	DATE OF ORDER	DATE SHIPPED	
	11/07/2023	11/07/2023	
ORDERED BY	PHONE	SALESMAN	ORDER NUMBER
LINDA JARAMILLO	(505) 544-4350	CNTY	78223

Please send all remittance to: 7000 ZENITH CT. NE • RIO RANCHO, NEW MEXICO 87144-6467

ORDERED	PRODUCT/PART NUMBER QUANTITY, DESCRIPTION OR EXPLANATION	UNIT PRICE OR LOT	EXTENDED PRICE
6	SUPPLEMENTAL ELECTION SUPPLIES FOR THE 2023 REGULAR ELECTION - MIFI'S	250.00	1500.00
	Invoice subtotal		1500.00
	Invoice total		1500.00

ORIGINAL INVOICE



*Agenda Item
No. 12-G*

The Genuine. The Original.



Overhead Door Company
of Albuquerque
A **DRPACE** Company
5656 Pasadena Avenue N.E.
Albuquerque, NM 87113
505-344-3667
OverheadDoorAlbuquerque.com
NM LIC #366998, G506, E503

Overhead Door Company
of Four Corners
A **DRPACE** Company
2798 Inland Street
Farmington, NM 87401
505-327-1282
OverheadDoorFourCorners.com
NM LIC #380246, G506, E503

Overhead Door Company
of Santa Fe
A **DRPACE** Company
10 Bisbee Court, Unit E
Santa Fe, NM 87508
505-474-2932
OverheadDoorSantaFe.com
NM LIC #350247, G506, E503

SVC/278-150487

08-31-2023

INVOICE NUMBER

24-HOUR EMERGENCY
REPAIR SERVICE

SOLD TO:

403624
Torrance County
Att: Accts Payable
P O Box 48
Estancia, NM
87016
(505) 705-0049 Delgado, Myra

SHIP TO:

003
Firestation-Main
39 Indian Hills Rd
Moriarty, NM
87035
(505) 489-1778

QUOTE • CONTRACT • P.O. NUMBER	DEPARTMENT • SALES REPRESENTATIVE	TERMS	ORDER DATE
None	348272 330170	Net 30 days	08-22-2023

COMPLETED 08-24-2023

Upon arrival, went over the doors that needed to be fixed. General serviced and lubed all five doors. Replaced two bottom rollers, long stem 2 inch and tested with no issues. OS

QTY	UOM	DESCRIPTION	PRICE	DISCOUNT	AMOUNT
1.00	ea	Fuel Surcharge	8.50	0.00	8.50
1.00	ea	Service Call Commercial	49.00	0.00	49.00
1.00	ea	Lubricate Com Door	7.95	0.00	7.95
4.50	hr	LABOR	250.00	0.00	1,125.00
2.00	ea	roller 2" x 7" long stem	20.90	0.00	41.80

IMPORTANT NOTICE RELATING TO MECHANIC'S LIEN LAW ON REVERSE SIDE OF INVOICE		TAXABLE	1,232.25
Tax Paid Materials and Sub-Contracts		NON-TAXABLE	0.00
PLEASE PAY FROM THIS INVOICE NO STATEMENT WILL BE SENT <i>A service charge of 1.5% per month will be charged on all past-due balances</i>		SUB-TOTAL	1,232.25
		Tax: 7.938%	97.81
		NM Moriarty Sales Tax	
		TOTAL [USD]	1,330.06

403624 - 003
Torrance County

INVOICE: SVC/278-150487

AMOUNT
ENCLOSED

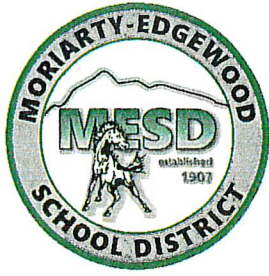
REMIT TO: Overhead Door Company of Albuquerque
1901 E. 119th Street
Olathe, KS 66061

The Genuine. The Original.





Agenda Item
No. 12-H



MEMORANDUM OF AGREEMENT

BETWEEN TORRANCE COUNTY EMERGENCY MANAGEMENT AND MORIARTY EDGEWOOD SCHOOL DISTRICT

FOR WINTER 2023-2024 EMERGENCY SHELTER

I. Introduction

This is a Memorandum of Agreement (MOA) dated November 13, 2023 between Torrance County Emergency Management and the Moriarty Edgewood School District. The purpose of this agreement is to provide partnership and understanding of expectations when opening a secondary winter shelter.

II. Prior to Shelter Opening (to be performed when a snowstorm has the potential to close major roadways, leaving motorists stranded within the City of Moriarty)

1. Roles of City of Moriarty Personnel
 - i. Monitor weather and road conditions.
 - ii. Set up a command post.
 - iii. Check with hotels in the City of Moriarty every 30-45 minutes to determine capacity and if there has been a sudden increase in guests checking in.
 - iv. Communicate with Torrance County Emergency Management regarding information obtained and potential resources needed.
2. Roles of Torrance County Emergency Management
 - i. Monitor weather and road conditions.
 - ii. Maintain communication with National Weather Service
 - iii. Ensure shelter trailer is ready for deployment.
3. In the event that there will be a need for a secondary shelter, Torrance County Emergency Management will contact Moriarty Edgewood School District for permission to utilize the Moriarty High School Gym and/or Moriarty Middle School Gym

III. Determining when to open a shelter

1. Hotels are at 50% capacity or more.

VII. Volunteer Information

1. All volunteers must sign in upon arrival and sign out prior to leaving. Sign-in sheets will be available at the registration table.

VIII. Paid Personnel

1. Any paid personnel working at the shelter must sign in upon arrival and sign out when leaving. Sign-in sheets will be available at the registration table.

IX. Signatures

T. Bibiano

_____ Date November 13, 2023

Todd Bibiano, Superintendent, Moriarty Edgewood School District

_____ Date _____

Commission Chair Ryan Schwebach, Torrance County



*Agenda Item
No. 12-I*



*Agenda Item
No. 12-J*

TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2023-11

**FURTHER AUTHORIZING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR
PROJECTS WITHIN TORRANCE COUNTY**

WHEREAS, the Torrance County Board of County Commissioners "the BCC" desires to make full use of Torrance County's American Rescue Plan Act funds for the betterment of Torrance County residents; and,

WHEREAS, the BCC has previously enacted Resolution 2023-09 authorizing American Rescue Plan Act (ARPA) Funds for Projects;

NOW, THEREFORE BE IT RESOLVED that this Resolution incorporates and supersedes Resolution 2023-09 by listing specific projects to be funded by ARPA; and,

BE IT FURTHER RESOLVED that the Torrance County Board of County Commissioners authorizes the use of ARPA funds for the following projects:

1. *Water Rights Identification and Acquisition*, \$50,000, to Bohannon Huston, one of Torrance County's on-call engineers. (RFP TC-FY22-04)
2. *Purchase of Water Rights*, \$250,000, purchased and owned by Torrance County, with the intent to lease said water rights to EMWT Regional Water Association for the McIntosh Water Project.
3. *Second Phase of Planning and Design of EMWT Regional Water Association's McIntosh Water Project*, \$681,050, to Bohannon Huston, currently planning and developing design of First Phase of the project and one of Torrance County's on-call engineers. (RFP TC-FY22-04).
4. *Emergency Operations Plan Update*, \$38,000.
5. *Chip Seal Materials and Lift, One Layer*, \$300,000.
6. *938M Wheel Loader*, \$263,028.10.
7. *Two Three-Quarter Ton V8 Pickup Trucks*, \$105,000.
8. *John Deere 5045E Utility Tractor*, \$27,317.36.
9. *T-40T Trailer (Pinle Hitch)*, \$43,450.
10. *IT Upgrades*, \$345,000.
11. *Three Sheriff's Department Vehicles*, \$225,000.
12. *Two Planning and Zoning Vehicles*, \$90,000.
13. *Repair/Replace Pumps for Two Existing Wells for Manzano Mutual Domestic Well Association*, up to \$45,000 (up to 27 meters, replaced and installed up to \$45,000).
14. *Chilili Land Grant Water Distribution Project*, \$25,139.63.
15. *Torreón Mutual Domestic Water Association*, \$78,100 (for preliminary engineering design at \$60,000 and 10 meters at \$18,100.).
16. *Two Fleet Vehicles*, \$90,000.
17. *Improvements on Existing Roads*, \$652,663.37.

1 18. *Smart Wireless Digital Radios for Tajique Mutual Domestic Water Association*, \$6,550.

2

3 **DONE THIS 24th DAY OF MAY, 2023.**

4

5

6 **APPROVED AS TO FORM ONLY:**

BOARD OF COUNTY COMMISSIONERS

7

8

9

Michael I. Garcia
Michael I. Garcia, County Attorney

Ryan Schwebach
Ryan Schwebach, Chair, District 2

10

11

Date: *24 May 2023*

Kevin McCall
Kevin McCall, Vice Chair, District 1

12

13

14

Samuel D. Schropp
Samuel D. Schropp, Member, District 3

15

ATTEST:

16

17

Linda Jaramillo
Linda Jaramillo, County Clerk

18

19

20

21

Date: *5/24/2023*





Sales Order



BILL TO: TORREON WATER ASSOCIATION

SHIP TO: TORREON WATER ASSOCIATION

BAKER UTILITY SUPPLY CORP.
4320 2ND STREET N.W.
ALBUQUERQUE, NM 87107
UNITED STATES
P: (505) 884-0990
F: (505) 881-4615

P.O. BOX 90
TORREON, NM 87061
P: (505) 384-2990

Order Info	
Order #:	190608
Order Date:	6/12/23
Entered By:	BIERNB
Ship Complete:	
Revision/Date:	1 6/12/2023 12:25

Shipping Info	
Customer #:	AT3842990
Ship Via:	WILL CALL
Req Ship Date:	6/12/23
Contract Num:	
Contract Desc:	

Customer ID	Ordered By	Job Name/Number	PO #	Req'd Date	Sales Rep
AT3842990	LEROY	WATER	WATER	6/12/23	BGB
Quantity		UOM	Item #	Description	Amount
Ordered	B/O	Shipped			Unit Price Extended
2.00	.00	2.00	EA	VB72-09W-MM-33-NL INLET BALL VLV SETTER 5/8" x 3/4" x 9" - PADLOCK WINGS, 3/4" INTEGRAL MIPT x MIPT, NL	157.00 314.00

Freight	Subtotal	Sales Tax	Charges	Total Amount
0.00000	314.00	24.34	.00	338.34

By signing I state that I am a representative of the entity listed above, I agree and accept all of the terms stated on the back of the contract. I further assure Baker Utility that if a government Type 9 NTFC has been issued to deduct taxes, that none of the property listed above is construction material as defined in Section 7-9-3.4-NMSA 1978 or will be used in a construction project. I also agree that all items above are accounted for and received in an acceptable condition, as well as true and correct.

Signature: _____

Print Name: _____ Date: _____



Sales Order



BILL TO: TORREON WATER ASSOCIATION

SHIP TO: TORREON WATER ASSOCIATION

BAKER UTILITY SUPPLY CORP.
 4320 2ND STREET N.W.
 ALBUQUERQUE, NM 87107
 UNITED STATES
 P: (505) 884-0990
 F: (505) 881-4615

P.O. BOX 90
 TORREON, NM 87061
 P: (505) 384-2990

Order Info	
Order #:	189504
Order Date:	5/2/23
Entered By:	DOUMAN
Ship Complete:	
Revision/Date:	1 5/2/2023 2:57 PM

Shipping Info	
Customer #:	AT3842990
Ship Via:	WILL CALL
Req Ship Date:	5/2/23
Contract Num:	
Contract Desc:	

Customer ID		Ordered By		Job Name/Number		PO #		Req'd Date		Sales Rep	
AT3842990		LEROY		5/8 X 3/4" WATER METE		WATER METERS		5/2/23		CRG	
Quantity			UOM		Item #		Description			Amount	
Ordered	B/O	Shipped								Unit Price	Extended
6.00	.00	6.00	EA	WMM025-B02LL	BADGER M25 5/8"x3/4" LOW LEAD MTR - LOCAL USG REG, PL LID, BRZ BTM				\$95.00	\$570.00	
1.00	.00	1.00	EA	TOOL-REED-04174	REED POLY TUBING SHEARS 1/14" - CAT#SC1				\$24.99	\$24.99	

Freight	Subtotal	Sales Tax	Charges	Total Amount
.00	\$594.99	\$46.12	\$0.00	\$641.11

By signing I state that I am a representative of the entity listed above, I agree and accept all of the terms stated on the back of the contract. I further assure Baker Utility that if a government Type 9 NTTC has been issued to deduct taxes, that none of the property listed above is construction material as defined in Section 7-9-3.4-NMSA 1978 or will be used in a construction project. I also agree that all items above are accounted for and received in an acceptable condition, as well as true and correct.

Signature: _____

Print Name: _____ Date: _____



**LOBO SPRINKLER REPAIR
& PLUMBING**
(505) 449-8529

Email: lobolawn@yahoo.com

Lic. #374495

JOB WORK ORDER

DATE OF ORDER

6-13-23

& PLUMBING

CUSTOMER'S ORDER NO. 502	PHONE 400-8625	MECHANIC	HELPER	STARTING DATE 6/13/23
BILL TO Loboy	114 Lerette			ORDER TAKEN BY Robert
ADDRESS 114 Torreon Heights				<input type="checkbox"/> DAY WORK
CITY Torreon	NM 87061			<input checked="" type="checkbox"/> CONTRACT
				<input type="checkbox"/> EXTRA

DESCRIPTION OF WORK

Meter in stand pipe leaks
PVC repair possible.
New saddle installed
old cap removed.
PVC, shark bite x male
thread pipe size 3/4 inch.
Dig out stand pipe.
Re-installed meter.

	TOTAL MATERIALS	72	95
	TOTAL LABOR	235	00
NO REFUNDS	TAX	17	35
DATE COMPLETED 6/13/23	WORK ORDERED BY X	TOTAL AMOUNT	\$3618.30

I hereby acknowledge the satisfactory completion of the above work.

☐ No one home

☐ Total amount due above work; or

☐ Total billing to be mailed when job finished

Signature _____



*Agenda Item
No. 12-K*

TITLE PAGE

Applicant Name: _____ County of Torrance
Applicant Address: _____ PO Box 48
Applicant Address (2): _____
City: _____ Estancia County: _____ Torrance Zip Code: _____ 87016
Federal Tax ID #: _____ 85-60000257 UEI #: _____ 095746517 CRS #: _____ 01-505585-000

Applicant Contact Information

Contact Name: _____ Amanda Lujan Title: _____ Grants Manager
Contact Phone: _____ (505) 544-4309 Email: _____ alujan@tcnm.us
County(ies) Served: _____ Torrance
Congressional District(s): _____ 1st congressional district

Submission Certification

I hereby certify that I have legal authorization to submit this application and that all information contained in this application contains no willful misrepresentation and that the information is true and correct to the best of my knowledge. I understand that the JJAC Committee will not review the application unless the application is fully completed. If our program is funded by the Children, Youth and Families Department, I understand that my organization must keep detailed records and must meet all the guidelines required during the program year as described in this application and any further assurances, agreements or addendums.

Applicant's Authorized Representative:

Signature



Tracy Sedillo

Name Printed

Deputy County Manager

Title

Date

11-20-23

CERTIFICATIONS

Certification of Information and Costs

As the duly authorized representative of the Fiscal Agent, I certify that the enclosed JJAC funding application has been reviewed for accuracy, correctness, and completeness. We further certify that diligence was taken to ensure that the budget is comprehensive and based on sound estimates from reliable sources.

Torrance County

11-20-23

Applicant Name (Print)

Date

Tracy Sedillo

Applicant Certifying Official's Signature

Deputy County Manager

Title

Certification of Cancellation of Funding

As the duly authorized representative of the Fiscal Agent, I certify that should the proposed programs not be initiated within ninety days after the start date of July 1, 2024, the programs will be reevaluated with the possibility that funds allocated to the program may be reallocated. Any costs incurred as a part of the project may become the responsibility of the applicant or subcontractor.

Torrance County

11-20-23

Applicant Name (Print)

Date

Tracy Sedillo

Applicant Certifying Official's Signature

Deputy County Manager

Title

CONTINUUM INFORMATION & BUDGET SUMMARY

CONTINUUM DOCUMENTATION | All documents must be attached to the application packet.

Date your Bylaws were last updated: 12/19/2022

Date your Strategic Plan was last updated: 11/07/2023

Date your Needs Assessment was last updated: 10/23/2023

Does your Continuum Board Roster currently have youth members? Yes

Attach signed copy of your MOU.

FY 25 BUDGET SUMMARY | Grant Funds Requested:

Continuum Coordinator: Hourly Rate: <u>\$31.00</u> (Hours to be Worked)	Ttl Hrs: <u>1,500</u>	Cost: <u>\$ 46,500.00</u>
Travel: (3 Mandatory Coordinator Meetings)		<u>\$500.00</u>
Program Support @ 15%		<u>\$34,122.00</u>
Youth Stipends:		<u>\$480.00</u>
Program 1: Girls Circle		<u>\$94,200.00</u>
Program 2: Boys Council		<u>\$79,600.00</u>
Program 3: Restorative Justice		<u>\$6,200.00</u>
Program 4:		<u>\$0.00</u>
Program 5:		<u>\$0.00</u>
Total Grant Requested:		<u><u>\$261,602.00</u></u>
Total Match to be provided (40% of Total Grant Requested)		<u>\$ 104,640.80</u>
Total Continuum Budget:		<u><u>\$366,242.80</u></u>

Of Total Grant Requested, **Direct Budget:** \$180,000.00 **Indirect Budget:** \$81,602.00

CONTINUUM THREE-YEAR BUDGET & TOTAL

BUDGET SUMMARY | Grant Funds Requested:

Expense Area	Year 1	Year 2	Year 3		TOTALS
Continuum Coordinator Cost	\$ 46,500.00	\$ 46,500.00	\$ 46,500.00		\$ 139,500.00
Travel: (3 Mandatory Coordinator Meetings)	\$500.00	\$500.00	\$500.00		\$ 1,500.00
Program Support @ 15%	\$34,122.00	\$34,122.00	\$34,122.00		\$ 102,366.00
Youth Stipends:	\$480.00	\$480.00	\$480.00		\$ 1,440.00
1 Girls Circle	\$94,200.00	\$94,200.00	\$94,200.00		\$ 282,600.00
2 Boys Council	\$79,600.00	\$79,600.00	\$79,600.00		\$ 238,800.00
3 Restorative Justice	\$6,200.00	\$6,200.00	\$6,200.00		\$ 18,600.00
4	\$0.00	\$0.00	\$0.00		\$ 0.00
5	\$0.00	\$0.00	\$0.00		\$ 0.00
SUBTOTAL	\$261,602.00	\$261,602.00	\$261,602.00		\$ 784,806.00
MATCH (40% of Total Grant Requested)	\$ 104,640.80	\$ 104,640.80	\$ 104,640.80		\$ 313,922.40
GRAND TOTAL, CONTINUUM BUDGET	\$366,242.80	\$366,242.80	\$366,242.80		\$ 1,098,728.40

Note: The multi-year award is based upon the annual availability of State general funds to support the Juvenile Continuum Grant Fund Program.

NEEDS STATEMENT

Provide a concise and clear description of the problems and community needs your Continuum is addressing (e.g., alternatives to detention), using your community's needs assessment, the provided county statistics, and the JJAC Strategic Plan.

Torrance County consists of a large area, few residents, and a declining economy. It is the nineteenth largest county in New Mexico covering 3,346 square miles. The estimated 2022 population equals 15,150, or less than 5 people per square mile, making the County a rural area. The population of youth ages 10-17 is 1,538 and has 2 of New Mexico's juvenile justice term facility admissions. The median household income of \$44,819 and almost 30% of Torrance County children live in poverty. These statistics indicate Torrance County youth may be at risk.

Data supplied by CYFD reports the estimated population of youth ages 10-17 in the County is at 0.10% of the County's total population. Delinquent referrals of youth in the County equal 37 in 2022 (24 male, 13 female). Female referrals are up by 8 as compared to 2022 data and up by 9 for males. Hispanic youth dominate the number of delinquent referrals with 20 Hispanics, 17 non-Hispanic, 0 African American, 0 Asian, and 0 unknown race/ethnicity. A marked change of referrals is shown within all age ranges where referrals have increased. In the under 12yo age range was 1 youth in 2021, up at 6 youth for 2022, 12-15yo age range was 12 youth in 2021 and up at 17 youth in 2022. Lastly, age 16yo plus was 7 youth in 2012, and now is up at 14 youth in 2022. This increase in referrals across all age ranges indicates the need for prevention and intervention in the schools for our youth.

Torrance County's Juvenile Justice Board, the Estancia Valley Youth and Family Council (EVYFC), conducted a needs assessment and has identified 6 priority issues:

1. Youth substance use (alcohol, marijuana, e-cigarettes)
2. Youth mental health risks and suicide prevention
3. Youth violence (physical fighting, bullying, healthy relationships)
4. Clearer guidelines for identifying youth at risk and referring them to support services and expanding the Restorative Justice component of programming.
5. Parental engagement and involvement

The 2021 YRRS Data shows current substance use in high school in Torrance County is higher than the NM state and U.S. national average for e-cigarettes, alcohol, marijuana, binge drinking, cigarettes, spit tobacco, and meth. This study also showed youth mental health issues are on the rise, 44% felt sad or hopeless, 23% non-suicidal self injury, 20% seriously considered suicide. (up from 2019 stats of 41%, 22%, and 19% respectively).

The EVYFC concluded that improving the resiliency of the County youth could address mental health and substance abuse issues. Addressing these risks should then increase attendance, participation, and graduation. Restorative Justice, Boys Council and Girls Circle programs were identified as the means to address these risks. Implementation of these programs will require increased collaboration between the EVYFC and the schools to be handled by the coordinator.

PROGRAM RESPONSE

Provide a description of your proposed program response to the community needs shared in the previous section (e.g., alternatives to detention). Include how it aligns with the JJAC and your Strategic Plans, how the specific Programs that will be defined in the next section align with the five funding priority areas, how the programs support racial and ethnic equity, and will meet your intended impact.

The EVYFC programs align with JJAC the strategic priorities plan and work together to achieve the same goals and to create the best outcomes for the at-risk youth in Torrance County and the listed programs are racially and ethnically responsible and reflect the demographics of Torrance County. One Circle Foundation and Restorative Justice programs align with the objectives defined in the strategic plan of Torrance County's CAB, the EVYFC. Our strategic plan goals include: reducing youth substance use and mental health issues, increasing school attendance/graduation/participation, increasing youth resiliency/youth opportunities for pro-social involvement, and increase collaboration with EVYFC/schools/community agencies. Our Boys Council and Girls Circle programs align with JJAC Program Priority Areas of delinquency prevention, and gender specific. Our Restorative Justice program aligns with with JJAC Program Priority Areas of delinquency prevention, alternatives to detention, and diversion and restorative justice. The Coordinator will reach out to community partners to build the programs which are operational in Estancia MS, MESD elementary school & EVCA elementary & MS. The Coordinator will continue efforts to expand the programs within our school districts and make Restorative Justice a part of Teen Court sentencing/referral process. Data shows a marked change of delinquent referrals within the 12-15 age range where referrals increased by 5 youth from 12 in 2021 to 17 in 2022. This indicates placement in the middle schools and younger has the potential to reach youths as they approach this critical age. The programs assess a youth for risks and tailors a plan to meet individual needs; however, the group setting fosters positive interactions. The curriculum addresses risk factors. The groups focus on different themes with discussion and activities. Girls Circle topics include body image, honoring diversity, substance usage/abuse, expressing individuality, peer and family relationships, goal setting, and bullying. Boys Council themes include rejecting violence, valuing diversity, safe expression of emotions, mentoring, and value definition. Youths are given hands-on life-skills opportunities such as job preparedness, gardening, and managing difficult emotions. They guide youth by empowering themselves to make wise choices, be self confident, have positive self esteem, to prevent them from entering the juvenile justice system. They promote positive behaviors and reduce racial/ethnic disparities. They meet gender-specific needs. Ongoing funding will allow the EVYFC to strengthen these programs & our youth.

Program Names: (Complete in order of funding priority)	CYFD Priority Area (Pulldown Menu)	Amount (Auto Filled)
1 Girls Circle	Gender-Specific Services	\$94,200.00
2 Boys Council	Gender-Specific Services	\$79,600.00
3 Restorative Justice	Diversion/Restorative Justice	\$6,200.00
4	-	\$0.00
5	-	\$0.00

1. PROGRAM INFORMATION & BUDGET

Program Name: Girls Circle

Is this a new program: No CYFD Priority Area: Gender-Specific Services

Amount Funded in FY23: \$38,610.00 Amount Requested for FY25: \$94,200.00

Youth Served in FY23: 70 Youth to be served in FY25: 100
(capacity)

Name of Model/Best Practice Program to be used: One Circle Foundation

Model/Best Practice Program Website: <https://onecirclefoundation.org/>

If "Other", Name: _____ Web: _____

Average Program Frequency: 1 session/week Average Program Duration: 8-12 weeks

Program Description: _____ Model Rating: second highest rating @ pewtrusts.org

Girls Circle is a gender specific program designed to promote strengths in girls aged 10-18. It is a support group that focuses on resiliency, positive relationships, and social emotional pressures. In these groups, young girls discuss topics such as setting boundaries, body image, family substance abuse, coping skills and many others. Girls Circle has been shown to increase school attachment, educational expectations and aspirations, social support, positive body image, communication with adults, and self-efficacy in young girls. The program has also been shown to reduce alcohol and drug use and self-harm. If the girls are sexually active, the Girls Circle has shown increased use of condoms and decrease in number of sex partners. A study completed for the Office of Juvenile Justice and Delinquency Prevention, found Girls Circle was effective in reducing recidivism as well as increasing average condom use, educational aspirations, and educational expectations.

Torrance County has adapted Girls Circle to fit within a classroom approach as allowed by One Circle Foundation. Estancia Middle School has committed 4 class periods every Wednesday for the entire school year. MESD school has committed class period per week for the entire year. EVCA school has an after school program that is currently full operating 5 days per week the entire school year. Girls Circle is led by women, as recommended by One Circle Foundation. At the outset of the 2023-2024 school year, 83 girls, ages from 10-14, were enrolled in Girls Circle. None have a prior offense, but are considered at risk of referral to the juvenile justice system. The County is especially concerned about the school to prison pipeline, and wants to give youth the skills needed to prevent suspensions and movement toward delinquency.

This year, the girls have reported fewer drug and alcohol issues, although these problems continue. The girls report problems with self worth, empathy, and acceptance of others. The facilitator will work through the complete Girls Circle Curriculum, but focus on honoring diversity, expressing individuality, and relationships with peers. Each year, the program focus will be determined based on the girls needs. The program will be evaluated using the Girls Circle Evaluation Toolkit.

The County's juvenile justice board, the Estancia Valley Youth and Family Council (EYVFC), is working to expand One Circle Programs into the Mountainair and Moriarty-Edgewood schools. Requiring Program participation as part of the Nicotine Cessation efforts in the schools will also be considered.

1. PROGRAM INFORMATION & BUDGET Cont'd

Program Name: Girls Circle

Program's Performance Measures: (Describe program performance measures, from the model program.)

One Circle Foundation publishes a survey within the Girls Circle Evaluation Toolkit that measures school attachment; avoiding self-harm; positive body image; avoiding tobacco and alcohol; communicating needs to adults; making healthy choices regarding nutrition, self-care, and activities; avoiding sex or using protection if choosing sexual activity; and self-efficacy. The County will develop a curriculum and age specific custom survey that use features of the Girls Circle Evaluation Toolkit to assess the Program.

The required JJAC youth exit surveys and JJAC staff surveys are both used and uploaded into Salesforce.

Local Site-Specific Performance Measures: (Describe your realistic, relevant program performance measures, beyond that of the model program.)

The Girls Circle Feedback forms administered after the "Who I Am" curriculum have provided site specific data such as:

Question #5 What changes, if any, have you noticed in yourself since you joined the Girls Circle?

-I am more confident in myself, I am more patient, I am better at controlling my feelings, I am happier, I have courage, I am a better person, I have noticed more friends, I am expressing my feelings more, I am kinder, I am trusting myself, I am more positive, I don't cry as much, less stress.

Question #6 Are you interested in participating in future Girls Circles? -All forms checked "Yes" box.

Grant Funds Requested:

Activity	Unit of Measure	Cost per Unit	Quantity	Activity Total
Girls Circle	Per Session	\$200.00	471	\$ 94,200.00
	-			\$0.00
	-			\$0.00
	-			\$0.00
	-			\$0.00

Total Grant Requested: \$94,200.00

40% Match to be provided: \$37,680.00

Total Program Budget: \$131,880.00

2. PROGRAM INFORMATION & BUDGET

Program Name: Boys Council

Is this a new program: No CYFD Priority Area: Gender-Specific Services

Amount Funded in FY23: \$38,610.00 Amount Requested for FY25: \$79,600.00

Youth Served in FY23: 72 Youth to be served in FY25: 100
(capacity)

Name of Model/Best Practice Program to be used: One Circle Foundation

Model/Best Practice Program Website: <https://onecirclefoundation.org/>

If "Other", Name: _____ Web: _____

Average Program Frequency: 1 session/week Average Program Duration: 8-12 weeks

Program Description: _____ Model Rating: pending rating @ pewtrusts.org

Boys Council is a gender specific program to help young men aged 10-18 develop healthy and diverse masculine identities which allow them to grow as respectful leaders. It is a strengths-based group approach that fosters positive relationships, addresses masculinity definitions and behaviors, and builds leadership capacities individually and collectively. Some of the topics discussed are valuing diversity, influences of mentors, making safe and healthy decisions, safe expression of emotions, and competition. Boys Council has been shown to increase school engagement, educational goals, the ability to avoid fighting, ethnic pride along with tolerance for diversity, and conflict resolution. It has also been shown to decrease aggression and feelings that men should not show their feelings or ask for help. Torrance County has adapted Boys Council to fit within a classroom approach as allowed by One Circle Foundation. Estancia Middle School has committed 4 class periods for our Boys Council Facilitators each week every Wednesday for the entire school year. Boys Council, which is led by men, as recommended by One Circle Foundation. At the onset of the 2023-2024 school year, 80 boys, ages from 10-14, are enrolled in Boys Council. None have a prior offense, but are considered at risk of referral to the juvenile justice system. The County is especially concerned about the school to prison pipeline, and wants to give youth the skills needed to prevent suspensions and movement toward delinquency. This year, the boys have reported fewer drug and alcohol issues, although these continue as problems. The boys are reporting more problems coping with others and controlling aggression. The facilitator will work through the complete Council Curriculum, but focus on managing emotion, respect for others, conflict resolution, and reducing aggression. Each year, the program focus will be determined based on the boys needs. The program will be evaluated using The Council Evaluation Packet. The County's juvenile justice board, the Estancia Valley Youth and Family Council (EVYFC), is working to expand Boys Council into the Mountainair and Moriarty-Edgewood schools. Requiring Program participation as part of the Nicotine Cessation efforts in the schools will also be considered.

2. PROGRAM INFORMATION & BUDGET Cont'd

Program Name: Boys Council

Program's Performance Measures: (Describe program performance measures, from the model program.)

One Circle Foundation publishes a (Boys) Council Survey that measures engaging in school; avoiding tobacco, alcohol, and drugs; caring and cooperating (vs. aggression); respecting other's boundaries; respecting differences and having pride in one's ethnicity; and creating healthy masculine identities. The County will develop a curriculum and age specific custom survey that use features of the Boys Council Evaluation Toolkit to assess the Program.

The required JJAC youth exit surveys and JJAC staff surveys are both used and uploaded into Salesforce.

Local Site-Specific Performance Measures: (Describe your realistic, relevant program performance measures, beyond that of the model program.)

The Boys Council Feedback forms administered after the "Men of Honor" curriculum have provided site specific data such as: Question #5 What changes, if any, have you noticed in yourself since you joined the Council? -Been happier, I'm more self confident, I'm more mature, I'm talking to more people in my class, I noticed I'm more respectful, I've been more understanding, I have become more respectful and determined in sports, being calmer, I've been out of trouble, doing more respectful things, I have become more calm & relaxed, I'm not getting fed up as much, I help people more, my behavior has improved, I act better.

Question #6 Are you interested in participating in future Councils? -Most forms checked "Yes" box.

Grant Funds Requested:

Activity	Unit of Measure	Cost per Unit	Quantity	Activity Total
Boys Council	Per Session	\$200.00	398	\$ 79,600.00
	-			\$0.00
	-			\$0.00
	-			\$0.00
	-			\$0.00
Total Grant Requested:				<u>\$79,600.00</u>

40% Match to be provided: \$31,840.00

Total Program Budget: \$111,440.00

3. PROGRAM INFORMATION & BUDGET

Program Name: Restorative Justice

Is this a new program: No CYFD Priority Area: Diversion/Restorative Justice

Amount Funded in FY23: \$5,000.00 Amount Requested for FY25: \$6,200.00

Youth Served in FY23: 10 Youth to be served in FY25: 10
(capacity)

Name of Model/Best Practice Program to be used: Restorative Justice Conferences

Model/Best Practice Program Website: http://www.restorativejusticenm.com/

If "Other", Name: _____ Web: _____

Average Program Frequency: by referral Average Program Duration: school year

Program Description: _____ Model Rating: second highest rating @ pewtrusts.org

Restorative Justice Summary:

A voluntary diversion program for youth in our community who commit an offense. The Restorative Justice Circle conference is a dialog process that creates a safe space to discuss very difficult or painful issues in order to improve the situation. The intent is to find resolutions that serve every member of the circle. This process is to involve (to the extent possible) those who have a stake in a specific offense and to collectively identify and address harms, needs, and obligations in order to heal and put things as right as possible. This Restorative Justice circle process involves things such as: Taking responsibility, repairing harm, closure, and helping youth and their families move forward in a positive way. Our Referrals come from Juvenile Probation, the schools, law enforcement, and Teen Court. Parents are brought into the Restorative Justice Process from the beginning- and participate in the process and the final Circle Conference. Torrance County Restorative Justice Program was implemented and trained by Jeanette Martinez, Circle of Justice LLC. Our Circle process is modeled on the "Circle Keeper's Handbook" by Kay Pranis. This is based on the foundational principles and philosophy of Restorative Justice viewed by the theory and wisdom of Howard Zehr. Howard is considered a pioneer in the field of Restorative Justice and is often called "the grandfather" of Restorative Justice. In his book "Changing Lenses", published in 1990, Howard began to conceptualize a framework for justice that allows healing for the physical, mental, emotional, and spiritual ways of being. A way of justice that brings hope for the future and hope for genuine healing. Howard began to look at justice as a way to repair harm. Harm done to those who have been impacted by crime or conflict as well as to give those most impacted a voice in the matter. He says, "We must look beyond just the fact that a "rule" or "law" has been broken. We must consider the needs and interests of all who have been harmed (the victim, the community, and yes, the offender)". Core Values of Restorative Justice: Crime is an offense against human relationships. Victims, offenders, and the community are central to the justice process. A justice process should aim to restore the victim, the community and the offender. The offender has a personal responsibility to the victim and the community for wrongdoing. The community has a responsibility to learn from the victim and offender and work towards healing.

3. PROGRAM INFORMATION & BUDGET Cont'd

Program Name: Restorative Justice

Program's Performance Measures: (Describe program performance measures, from the model program.)

The required JJAC youth exit surveys and JJAC staff surveys are both used and uploaded into Salesforce. Restorative Justice aims to bring hope for the future and hope for genuine healing. A justice process should aim to restore the victim, the community and the offender. The offender has a personal responsibility to the victim and the community for wrongdoing. The community has a responsibility to learn from the victim and offender and work towards healing. The process should create a safe space to discuss very difficult or painful issues in order to improve the situation. The intent is to find resolutions that serve every member of the circle. The program includes a "Circle Agreement" that is filled out & signed by all parties who participate to come up with a mutual resolution and way to move forward in a productive way.

Local Site-Specific Performance Measures: (Describe your realistic, relevant program performance measures, beyond that of the model program.)

Feedback is gathered from the families after successful completion of the restorative justice program. Below is some site specific feedback directly from families when asked if the program was helpful?
"Thank you for helping my family, God Bless you"- referral selling a vape
" He was glad he was able to go through this RJ process with his son, it was actually enjoyable for him"
" RJ has helped my family in ways other processes did not, stating the others felt "robotic" compared to this." -referral for battery

Grant Funds Requested:

Activity	Unit of Measure	Cost per Unit	Quantity	Activity Total
Conferences/Circles	Per Session	\$200.00	10	\$ 2,000.00
Pre/post hours	Per Hour	\$60.00	70	\$4,200.00
	-			\$0.00
	-			\$0.00
	-			\$0.00
Total Grant Requested:				<u>\$6,200.00</u>
40% Match to be provided: <u>\$2,480.00</u>				
Total Program Budget:				<u>\$8,680.00</u>

4. PROGRAM INFORMATION & BUDGET

Program Name: _____

Is this a new program: _____ CYFD Priority Area: _____

Amount Funded in FY23: _____ Amount Requested for FY25: _____ \$0.00

Youth Served in FY23: _____ Youth to be served in FY25: _____
(capacity)

Name of Model/Best Practice Program to be used: _____

Model/Best Practice Program Website: _____

If "Other", Name: _____ Web: _____

Average Program Frequency: _____ Average Program Duration: _____

Program Description: _____ Model Rating: _____

4. PROGRAM INFORMATION & BUDGET Cont'd

Program Name: _____

Program's Performance Measures: (Describe program performance measures, from the model program.)

Local Site-Specific Performance Measures: (Describe your realistic, relevant program performance measures, beyond that of the model program.)

Grant Funds Requested:

Activity	Unit of Measure	Cost per Unit	Quantity	Activity Total
_____	-	_____	_____	\$ 0.00
_____	-	_____	_____	\$0.00
_____	-	_____	_____	\$0.00
_____	-	_____	_____	\$0.00
_____	-	_____	_____	\$0.00
_____	-	_____	_____	\$0.00
Total Grant Requested:				<u>\$0.00</u>
40% Match to be provided: _____ \$0.00				
Total Program Budget:				<u>\$0.00</u>

5. PROGRAM INFORMATION & BUDGET

Program Name: _____

Is this a new program: _____ CYFD Priority Area: _____

Amount Funded in FY23: _____ Amount Requested for FY25: _____ \$0.00

Youth Served in FY23: _____ Youth to be served in FY25: _____
(capacity)

Name of Model/Best Practice Program to be used: _____

Model/Best Practice Program Website: _____

If "Other", Name: _____ Web: _____

Average Program Frequency: _____ Average Program Duration: _____

Program Description: _____ Model Rating: _____

5. PROGRAM INFORMATION & BUDGET Cont'd

Program Name: _____

Program's Performance Measures: (Describe program performance measures, from the model program.)

Local Site-Specific Performance Measures: (Describe your realistic, relevant program performance measures, beyond that of the model program.)

Grant Funds Requested:

Activity	Unit of Measure	Cost per Unit	Quantity	Activity Total
_____	-	_____	_____	\$ 0.00
_____	-	_____	_____	\$0.00
_____	-	_____	_____	\$0.00
_____	-	_____	_____	\$0.00
_____	-	_____	_____	\$0.00
_____	-	_____	_____	\$0.00
Total Grant Requested:				<u>\$0.00</u>
40% Match to be provided: <u>\$0.00</u>				
Total Program Budget:				<u>\$0.00</u>

JUVENILE CONTINUUM GRANT FUND CHECKLIST

TITLE PAGE

- ☐ Applicant information is complete/correct.
- ☐ Applicant Contact Information is provided.
- ☐ County(ies) Served is provided.
- ☐ Congressional District(s) provided.
- ☐ Certifying signature is complete.

CERTIFICATIONS PAGE

- ☐ Information and Costs Certification was read and is signed and dated.
- ☐ Cancellation of Funding Certification was read and is signed and dated.

CONTINUUM INFORMATION & BUDGET PAGE

Continuum Documentation

- ☐ Bylaws date is provided and most recent Bylaws are attached.
- ☐ Strategic Plan date is provided and most recent Strategic Plan is attached.
- ☐ Needs Assessment date is provided and most recent Needs Assessment is attached.
- ☐ Youth Board members question is answered and most recent Roster is attached.
- ☐ Copy of signed MOU is attached.

Continuum Coordination

- ☐ Continuum Coordination question is answered.

Budget Summary

- ☐ Budget Summary is complete and reflects projected Grant costs.

NEEDS STATEMENT PAGE

- ☐ Needs Statement uses local data from local Needs Assessment, system assessment, and CAB members.
- ☐ Needs Statement does not use national or State sources for data.
- ☐ Problems and needs priorities are from or consistent with the Continuum Strategic Plan.
- ☐ Problems and needs address detention alternative needs & align with CYFD five funding priority areas.
- ☐ Statement provided clearly identifies needs/problems that will drive program responses.

PROGRAM RESPONSE PAGE

- ☐ Statement provided clearly identifies program response to needs/problems.
- ☐ Program Response is from or consistent with the Continuum Strategic Plan.
- ☐ Program Response addresses alternatives to detention and aligns with CYFD five funding priority areas.
- ☐ Program Response addresses how program will support racial and ethnic equity.

JUVENILE CONTINUUM GRANT FUND CHECKLIST, *continued*

PROGRAM INFORMATION & BUDGET PAGES – PROGRAM 1

- ☐ Provides FY23 and requested FY25 funds/funds requested and youth served/to be served.
- ☐ Identifies Model/Best Practice Program by name, provides its website, or provides "Other."
- ☐ Provides Model and local site-specific Performance Measures.
- ☐ Provides a clear Program description.
- ☐ Provides Activity-level Budget detail, with accurate unit costs and quantities.

PROGRAM INFORMATION & BUDGET PAGES – PROGRAM 2

- ☐ Provides FY23 and requested FY25 funds/funds requested and youth served/to be served.
- ☐ Identifies Model/Best Practice Program by name, provides its website, or provides "Other."
- ☐ Provides Model and local site-specific Performance Measures.
- ☐ Provides a clear Program description.
- ☐ Provides Activity-level Budget detail, with accurate unit costs and quantities.

PROGRAM INFORMATION & BUDGET PAGES – PROGRAM 3

- ☐ Provides FY23 and requested FY25 funds/funds requested and youth served/to be served.
- ☐ Identifies Model/Best Practice Program by name, provides its website, or provides "Other."
- ☐ Provides Model and local site-specific Performance Measures.
- ☐ Provides a clear Program description.
- ☐ Provides Activity-level Budget detail, with accurate unit costs and quantities.

PROGRAM INFORMATION & BUDGET PAGES – PROGRAM 4

- ☐ Provides FY23 and requested FY25 funds/funds requested and youth served/to be served.
- ☐ Identifies Model/Best Practice Program by name, provides its website, or provides "Other."
- ☐ Provides Model and local site-specific Performance Measures.
- ☐ Provides a clear Program description.
- ☐ Provides Activity-level Budget detail, with accurate unit costs and quantities.

PROGRAM INFORMATION & BUDGET PAGES – PROGRAM 5

- ☐ Provides FY23 and requested FY25 funds/funds requested and youth served/to be served.
- ☐ Identifies Model/Best Practice Program by name, provides its website, or provides "Other."
- ☐ Provides Model and local site-specific Performance Measures.
- ☐ Provides a clear Program description.
- ☐ Provides Activity-level Budget detail, with accurate unit costs and quantities.

Continuum Board Members

[illegible]

**Bylaws of the
Estancia Valley Youth & Family Council
Amended December 19, 2022**

Article I Name

The name of this Board shall be “Estancia Valley Youth & Family Council (EVYFC).”

Mission: The Estancia Valley Youth & Family Council will develop a community network to serve and support the success of our youth and families in a positive, professional, and organized manner.

Vision: The Estancia Valley Youth & Family Council will positively impact and enhance the lives of our youth and prepare them for a productive adulthood.

Article II Purpose

The purposes of this Board shall be to:

- A. Advise, plan, develop, and coordinate juvenile justice services in the Torrance County.
- B. Collaborate with the appropriate agencies to address juvenile justice services or issues that span and effect youth in the county.
- C. Foster the creation and expansion of programs that pursue and obtain funding from state, federal, and or other sources for the purposes of preventing and reducing juvenile delinquency, truancy, or status offenses.
- D. Foster the creation and expansion of programs, services, and activities that increase the protective factors for children and youth.
- E. Develop a plan that encompasses all available prevention, intervention, and treatment strategies which reduce risk factors and increase protective factors for children and youth.
- F. Develop a plan that encourages the involvement and interaction of youth, parents, schools and the community regarding strategies designed to reduce risk factors and to increase protective factors.
- G. As necessary, make recommendations as they deem fit, to the Torrance County Commission to further the purpose of the board.
- H. The Board shall report to the Torrance County Commission at least quarterly.

Article III Estancia Valley Youth & Family Council Structure:

Section 1

The EVYFC shall be comprised of the Voting Board whose members are representatives from the following agencies or positions:

- A. Torrance County
- B. Any charter or public school sitting in the following districts: Estancia, Moriarty/Edgewood, and Mountainair.
- C. Any local law enforcement agencies
- D. 7th Judicial District Court
- E. 7th Judicial District Attorney's Office
- F. Public Defender
- G. CYFD Child Protective Services
- H. Juvenile Probation Officer
- I. Youth
- J. County appointed individuals

These agencies or positions noted above, A-H only, will henceforth be referred to as "Required Members". Positions A-H are statutorily required. Required Member positions must be filled by an employee or contractor of the agency or position. The Voting Board shall elect two executive members (Chair and Vice-Chair) annually in July or, in the event a quorum is unavailable, at the earliest meeting following July when a quorum is assembled.

Section 2

The work of the EVYFC Board will be done by committees and/or subcommittees, appointed by the Voting Board.

Section 3

The board shall function as an advisory board, with oversight only for programs and committees and/or subcommittees.

Article IV Voting Board Members

Section 1

The EVYFC shall consist of no fewer than seven (7) and no more than twenty-one (21) members with representation from the agencies listed in Article III, Section 1. Other members may be appointed by Torrance County from youth service organizations, government agencies, behavioral health, primary health care providers, faith community, business community and civic organizations. These members must have direct experience working with at risk children and youth. Members must follow all Torrance County policies regarding County Board memberships.

Section 2 Appointment of Additional Voting Members

The Torrance County Commission may appoint, at their discretion, additional members to the Voting Board. Potential members must be selected from the agencies listed in Article IV, Section 1. These potential members must submit a "letter of interest" addressed to the "Torrance County Commission" and if approved, follow all Torrance County policies regarding County Board memberships.

Section 3 Length of Membership

Required Members of the Voting Board (Article III, Section 1, A-H) may remain on the Board without term limits. However, individuals may be removed at any time, if the Torrance County Commission deems it so. Voting members from (Article III, Section 1, I and J) will serve a two (2) year term which can be renewed with approval from the Torrance County Commission. Additional Voting Members will serve a term of two (2) years, which can be renewed pursuant to the approval of the Torrance County Commission. These additional members may be removed at any time, if the Torrance County Commission deems it so.

Section 4 Resignation of Members

Members may resign from the TCJJB upon written notice to the Chairperson, Vice-chair, and/or the Continuum Coordinator.

Section 5 Replacement of Resigned Members

If the resigned member is a Required Member, the agency which they represent shall appoint the new member and their alternate. This new member must be an employee (or contractor if Torrance County) of the agency. If the resigned member held any other position on the Voting Board, the Torrance County Commission shall appoint a qualified individual to replace them.

Section 6 **Member Absenteeism & Removal**

- 1) If a Voting Member is absent from three (3) meetings without sending an alternate or having a valid reason, the Member forfeits their membership. A new Member will be appointed by either the agency they represented, or by the Torrance County Commission in accordance with these by-laws.
- 2) In the event a Voting Member is habitually out of order, habitually disrespectful to any other Members or staff, or otherwise constantly disruptive or ineffective to the point of rendering the board dysfunctional, the Member may be removed by a majority vote, without approval of the Torrance County Commission. This member will be replaced in the same manner as above.

Article V **Chairmanship of the Board**

The Chairperson and Vice-Chairperson of the Voting Board shall be elected by the Voting Board annually. The Chairperson shall be responsible for establishing a quorum, keeping time, and maintaining order throughout the meeting. The Chairperson may call a Special Voting Board meeting, or a committee or subcommittee meeting to conduct business. The Vice-Chairperson shall be responsible for fulfilling the Chairperson's duties in their absence.

Article VI **Meetings of Members**

Section 1 **Conduct of Meetings**

- A. Meetings of the Board shall be presided over by the Chairperson of the Board. If the Chairperson is absent, the Vice-chairperson will preside. If both the Chairperson and Vice-Chairperson are absent, the Continuum Coordinator will preside.
- B. Meetings will be held in the Torrance County Commission Chambers. A virtual meeting alternative and telephone conference call will be made available for all meetings. These meetings will occur no less than quarterly on the fourth Monday of every month. Meeting place may be changed with 72 hours' notice to all board members, unless giving such notice is impossible due to unforeseen circumstances.
- C. The Board shall follow Robert's Rules of Order.

- D. All meetings will be conducted in conformance with the Open Meetings Act.

Section 2 Attendance at Meetings

Due to the importance of the work to be completed by the Board, and to accomplish the Board's objectives in a timely manner, all Voting Members are strongly encouraged to attend all meetings. If a Member must be absent, the Member may send an alternate representative to attend in his/her place. This alternate representative must share the same area of expertise as the absent Member from the same agency. An alternate representative attending in place of a Voting Member shall be authorized to vote for the Voting Member. If at any time a Voting Member is absent from a meeting three (3) times without an alternate representative or a valid reason, this Member has forfeited their membership and a replacement will be selected. In addition, Members may attend via teleconference or virtual meeting to participate in discussion of agenda items, and vote.

Section 3 Quorum for Meetings

A quorum shall consist of four (4) Voting Members of the Board. The Board at any meeting at which a quorum of the Voting Members is not present shall take no action. No action may be taken outside of the publicized items on the agenda.

Section 4 Minutes for Meetings

Minutes will be recorded by the Juvenile Justice Continuum Coordinator (JJCC) following the process the Torrance County Commission minutes are recorded. In the event the JJCC is unable to attend the meeting, the JJCC will designate a qualified alternate to record the minutes. A copy will be distributed to Members for their review, before the meeting. After the minutes are approved, the Chairperson or the Torrance County Board Member will sign and date them along with the person who recorded them.

Section 5 - Majority Action of Estancia Valley Youth & Family Council Voting Board

Every act or decision done or made by a majority of the voting members present at a meeting at which a quorum is present, is the act of the Voting Board.

Section 6 Board Committees

The work of the board will be done by Committees whose membership is comprised of Voting Members, or specially appointed committee members with special skills. The Chairperson will appoint individuals to the Committee, along with a leader of the

Committee. Each committee will contain an odd number of members. The leader must give updates to the board.

Section 7 Annual Review of By-Laws

The Voting Board shall review these By-laws annually, at a "Bylaws review meeting" held immediately after a board meeting for voting members or interested non-voting members to determine whether any changes or additions are necessary. This meeting should be held in the first quarter of the NM fiscal year which is July-September.

By-laws of the Estancia Valley Youth & Family Council reviewed,
approved and adopted by Board Action.



Chair-Estancia Valley Youth & Family Council

1/18/23

Date



November 6, 2023

Re: Torrance County Juvenile Justice Continuum EVYFC (Estancia Valley Youth & Family Council)

To Whomever It May Concern,

The Partnership for a Healthy Torrance Community, the local Health Council would like to encourage the continuation of funding for the Torrance County Juvenile Justice Continuum.

This program now more than ever, is needed to continue to support students in Torrance County, especially in isolated areas. The Partnership for a Healthy Torrance Community has continued to partner with the Torrance County Juvenile Justice Continuum this year with several projects. The programs put in place for the youth of Torrance, Eastern Bernalillo, Southern Santa Fe Counties are a huge success and have reached students in all counties. We partner with the Torrance County Juvenile Justice Continuum to work with the youth in our communities. Reaching out through messaging and partnering with Mental Health First Aid trainings, and other Behavioral Health initiatives. Restorative Justice, Boys Council, and Girls Circle have grown despite the set-back we had during COVID. We continue to look for more funding for Torrance County as Internet Connectivity is of great concern. We could reach many more students if we had Wi-fi/ Internet for all of our residents. Rebecca has made great strides in partnering with our School Districts, and is now working in all of the schools in our area.

This program is very valuable to Torrance County students. Rebecca Armstrong, because of her involvement in the community and her vested interest does an amazing job. She continues to amaze us with her dedication to the program, and her innovative ideas to serve students in a very large geographic area.

Thank you for your consideration in continued funding for the Torrance County Juvenile Justice Continuum EVYFC.

Sincerely,

Debbie Ortiz

Debbie L. Ortiz

PHTC-Partnership for a Healthy Torrance Community

PTMI – OSAP TCA Prevention Coordinator

debbie.ortiz.ptmi@gmail.com

505.832.4495 -505.453.2613

DAVID E. FRAZEE
SHERIFF

STEPHANIE REYNOLDS
UNDERSHERIFF



Torrance County Sheriff's Office

To Whom It May Concern:

The Torrance County, New Mexico, Sheriff's Department offers this letter of support for the Estancia Valley Youth and Family Council (EVYFC) and their work completed with funding through the Juvenile Continuum Grant.

Through this important initiative, the EVYFC, Rebecca Armstrong, and the facilitators for Boys Council, Girls Circle, and Restorative Justice provide first class programs and activities to give our youth the tools and guidance needed to become productive citizens and learn positive methods to correct detrimental behavior.

This program is effectively promoting positive development for our youth in Torrance County, and we at the Torrance County Sheriff's Office fully appreciate and support these efforts.

Sincerely,

A handwritten signature in dark ink, appearing to read "David E. Frazee", with a long horizontal flourish extending to the right.

David Frazee



JUVENILE JUSTICE CONTINUUM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) replaces and supersedes all previous MOU's, resolutions and agreements among the parties related to the subject matter described below and was made and entered into effective _____ by and among the following "parties" (each being a "party"): the Torrance County Board of Commissioners ("County"), the 7th Judicial District Court with jurisdiction over Torrance County and the area served by the Moriarty-Edgewood Schools District, the public defender for the 7th Judicial District serving Torrance County Sheriff's Office, and the school districts of Moriarty-Edgewood, Estancia, and Mountainair.

The purpose of this MOU is to maintain a "Juvenile Justice Continuum" partnership among the parties and develop a continuum board for Torrance County, New Mexico as required by NMSA 1978 §-2A-14.1F and the regulations contained in Title 8, Chapter 14, Part 13 of the New Mexico Administrative Code. The Juvenile Justice Continuum is defined by statute and regulation as a system of services and sanctions for juveniles arrested or referred to juvenile probation and parole or at risk of such referral.

The Purpose of the Juvenile Justice Continuum for the Torrance County/Estancia Valley community is to develop, implement, and evaluate a continuum of services and sanctions, including temporary, non-secure alternatives to detention, for juveniles arrested or referred to Juvenile Parole and Probation or at risk of such referral. In order to accomplish the purposes, set forth herein, the parties to this MOU hereby formally establish the Estancia Valley Youth & Family Council (EVYFC) as the "Continuum Board" (also referred to as "Continuum") serving as an advisory board to the Torrance County Board of Commissioners and further agree as follows:

ARTICLE I-CONTINUUM STRUCTURE

1.1 Required Partners: The EVYFC shall at all times include the officials and public agencies whose partnership in the EVYFC is statutorily required. These partners are authorized representatives of:

- 1) Torrance County,
- 2) 7th Judicial District Court
- 3) 7th Judicial District Attorney's Office
- 4) Public Defender
- 5) Law Enforcement Agency (municipal or county)
- 6) Public School

The EVYFC also requires the board to include a representative from:

- 7) Children, Youth & Families Child Protective Services
- 8) Juvenile Probation Office

1.2 Continuum Board: The Continuum Board shall operate in the capacity of an advisory board and shall be governed by the Torrance County Commission. In addition, the Continuum Board will consist of a minimum of seven voting members. The Continuum Board may also have such non-voting members as are appointed in accordance with the Continuum Board's by-laws. The Continuum Board shall operate in accordance with New Mexico State Statutes.

1.3 Voting members: Each required partner shall designate one representative to serve as its voting member. The required partner representative shall select any additional voting members from the following:

- 1) Youth services organization
- 2) Government agencies
- 3) Behavioral health
- 4) Primary health care providers
- 5) Faith community
- 6) Business community
- 7) Civic organizations

These organizations must be located within Torrance County or the area served by the Moriarty-Edgewood School District. These members must have direct experience working with at-risk children and youth.

1.4 Additional Voting Members: The Continuum Board shall strive to maintain an odd number of voting members. If more than one unit of local government, law enforcement agency, or public school district within Torrance County and the Moriarty-Edgewood School District is a signatory to this MOU, or in the future becomes party to this MOU by duly executing a counterparty copy, then the number of voting members shall be increased to allow each party to name a voting member to the Continuum Board. If the addition of voting members in such circumstances results in there being an even number of voting members, then the voting members shall name an additional voting member to serve a renewable two-year term from among the groups identified in Section 1.3 above. If the withdrawal of a signatory to this MOU results in an even number of voting members, then upon the expiration of the two-year term of the voting member last added to the Continuum Board, the number of voting members shall be reduced by one voting member.

ARTICLE II-RESPONSIBILITIES OF PARTIES

2.1 Responsibilities of the County: It is the general responsibility of the county to provide overall service and support for the activities of the EVYFC and the services provided through the EVYFC. The County has general responsibility to apply for available grant funding and to administer all grants awarded to fund Continuum activities and services. The County shall provide any funds that are necessary for administrative and operational expenses. The County is also generally responsible for providing any required local matching funds.

2.2 Responsibilities of Required Partners: It is the responsibility of each party to this MOU to support the mission and work of the Continuum by providing such human and financial

resources as may be needed to fulfill the purpose of the EYVFC. Required partners shall actively participate in the work of the EYVFC and shall at all times be represented on the Continuum Board by an individual who is knowledgeable and experienced in matters related to the juvenile justice and youth services. Required partners shall provide such funding for the EYVFC as may be available and approved by the applicable governing authority.

- 2.3 Joint Responsibility: Acting through the Continuum Board, the parties to this MOU shall conduct planning, assess needs, design and evaluate a continuum of cost-effective services and temporary, non-secure alternatives to detention for juveniles arrested or referred to Juvenile Probation and Parole or at risk of such referral. The Continuum Board will not generally directly implement or operate programs. The Continuum Board will review and evaluate data provided by the required partners and other resources regarding the needs of juveniles in the community and the effectiveness of various activities as alternatives to detention and means of diverting youth from referral to juvenile justice programs, including community assessment data and local juvenile justice data.

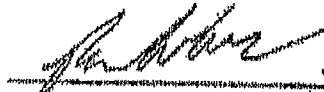
ARTICLE III- BOOKS & RECORDS

- 3.1 Responsibilities of the County: The County shall prepare, present, and preserve such agendas, reports, and records as may be required by law, regulation, or contract with any governmental agency, including documents required to comply with the Open Meetings Act.

ARTICLE IV- GENERAL PROVISIONS

- 4.1 Status of the Parties: The parties to this MOU acknowledge that the relationship among them is that of independent agencies and, as such, the employees of any party shall not be considered employees or agents of any other party. This MOU shall not be deemed to give rise to a partnership under any applicable law, and no party shall have the authority to obligate any other party without express written consent from the party to be bound. No party shall in any way be responsible for the expenses, debts, or liabilities of another party, or accidents, or damages caused by any other party.
- 4.2 Amendments: This MOU may be amended in a writing executed by all of then-current parties to this MOU.
- 4.3 Withdrawal: Any party to this MOU may withdraw for any reason upon prior written notice delivered to the County.
- 4.4 Termination: This MOU, as amended and restated from time to time, shall continue in full force and effect unless terminated by the County.
- 4.5 Severability: If any one or more provisions contained in this MOU shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this MOU, and all other provisions of this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been part of this MOU.

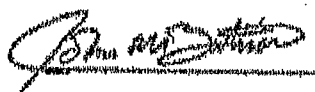
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective duly authorized officers, agents, or representatives. This MOU of Torrance County's Juvenile Justice continuum was reviewed, approved and adopted by Board Action.



Torrance County Board of County Commissioners
Ryan Schwabach, Chair

5-12-2021

Date



Legal Counsel
John Batrick, County Attorney

5-12-2021

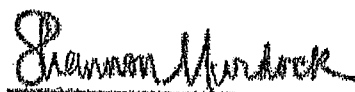
Date



Torrance County Continuum Representative
Janice Areala, County Manager

5.12.2021


Date



EVVPC Chair
Shannon Murdock, 7th Judicial District Court

5-18-21

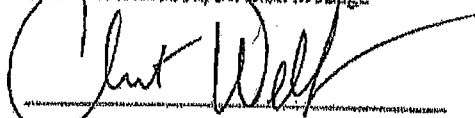
Date



7th Judicial District Court
Shannon Murdock, Division III Judge

5/18/2021

Date



7th Judicial District Attorney's Office

8/31/21

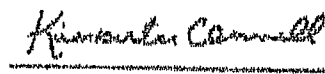
Date



Public Defender

8/9/21

Date

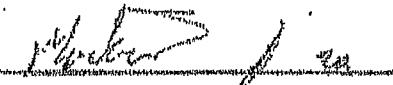


Juvenile Probation Office

5/19/2021

Date

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Torrance County Sheriff's Office

5/24/21
Date


Edgewood Police Department

5/3/21
Date


Estancia Police Department

5 Aug 21
Date


Moriarty Police Department

7-28-21
Date


Mountainair Police Department

8/14/21
Date


Estancia Municipal School District

June 3, 2021
Date


Estancia Valley Classical Academy

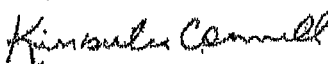
6-3-2021
Date


Moriarty-Edgewood School District

6/3/2021
Date


Mountainair Public School District

6/3/2021
Date


Kinsale Connell

6/25/2021

Children, Youth and Families --Protective Services

Date

Juvenile Probation

KC

SIMONE L

2023 Assessment Report

Estancia Valley Youth and Family Council

Torrance Area Youth

Key Findings - 2021 Youth Risk & Resiliency Survey (YRRS)*

Positive Findings in Torrance

- High school vaping decreased from 39.3% in 2019 to 36.7% in 2021.
- Current use of alcohol and binge drinking remained relatively flat from 2019 to 2021 among high school students.
- Meth, inhalant, and cocaine use decreased for high school youth, and middle schoolers reported reductions in meth and inhalant use.
- Torrance youth report high levels of several of the most powerful protective factors against youth substance use, mental health issues, and other risk factors.

Troubling Findings in Torrance

- **Substance Use:** Torrance youth report higher substance use than New Mexico and U.S. students, and use increased for most substances in 2021.
- **Violence:** 15.9% have experienced a sexual assault (compared to 11.9% in NM), and 19.7% have been bullied on school property (compared to 13.6% in NM).
- **Mental Health Risks:** Torrance youth report higher feelings of sadness or hopelessness 45.0% (compared with 44.2% in NM), and 26.9% seriously considered suicide (compared to 20.1% in NM).

Priority Issues
<ol style="list-style-type: none">1. Youth substance use (alcohol, marijuana, e-cigarettes)2. Youth mental health risks and suicide prevention3. Youth violence (physical fighting, bullying, healthy relationships)4. Clearer guidelines for identifying youth at risk and referring them to support services and expanding the Restorative Justice component of programming.5. Parental engagement and involvement6. Another issue we continue to struggle with, but cannot address due to systemic barriers (insurance, Medicaid, poverty, rural communities) includes access to behavioral health services and transportation to services are in high need, especially because many services are only available in Albuquerque.

Data Source YRRS: <https://youthrisk.org/publications/county-reports/2021-high-school-county-report-torrance/>

*The response rate for the 2021 Youth Risk and Resiliency Survey (YRRS) in Torrance for the High School survey was 70.8% which is very good, and the Middle School response rate was 64%.

A response rate of at least 60% allows generalization of results to the entire student body and allows a high degree of confidence in results.

Key Protective Factors

- Have clear rules about what youth can and cannot do at school and at home. Ask youth who they are with and what they are doing when not at home.
- Support programs, teachers, students, and staff who strive to make school the safest and best part of each students' day.
- Encourage students to think about going to college or technical school after they graduate high school.
- Tell students you believe in them.
- Show interest in students' schoolwork.
- Encourage students to pursue their interests and get involved in drama, debate, art, music, math league, sports, or other hobbies and areas of interest.
- Give students opportunities to use their skills and recognize them for trying.

These are all protective factors that help buffer youth from risks and help them succeed. Read more here: <https://youth.gov/youth-topics/substance-abuse/risk-and-protective-factors-substance-use-abuse-and-dependence>

Disparities and Populations at Higher Risk

Certain populations tend to use more and/or suffer more severe consequences from marijuana use. Based on national research and New Mexico youth data, the following youth populations are at higher risk for marijuana use:

- Adolescent girls report slightly higher use than boys in high school and national studies show the male-female differences are narrowing over time.
- Students who identify as LGBT report higher use
- Students who have been bullied; and
- Students with mental health risks.

National studies indicate the following factors may contribute to higher use patterns:

- **Adolescents whose parents use marijuana;**¹
- States with medical marijuana law passed prior to 2006 (New Mexico passed legislation to legalize medical cannabis in 2007) and states with a larger population who has less than a high school education.²

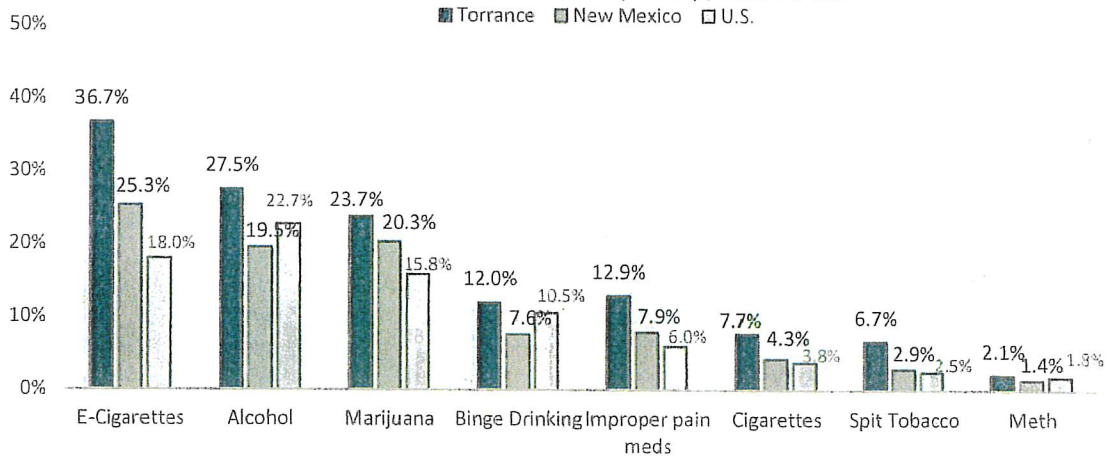
¹ Madras, B., et. AL, (2019). Associations of Parental Marijuana Use with Offspring Marijuana, Tobacco, and Alcohol use and Opioid Misuse, JAMA Network Open: Substance Use and Addiction, Downloaded From: <https://jamanetwork.com/> on 12/02/2019.

² Keyes, K. M., Wall, M., Feng, T., Cerdá, M., & Hasin, D. S. (2017). Race/ethnicity and marijuana use in the United States: Diminishing differences in the prevalence of use, 2006-2015. *Drug and alcohol dependence*, 179, 379-386. <https://doi.org/10.1016/j.drugalcdep.2017.07.027>

Youth Substance Use

Current Substance Use - High School Torrance County High School Students Report Higher Use of All Substances Compared to New Mexico & The U.S.

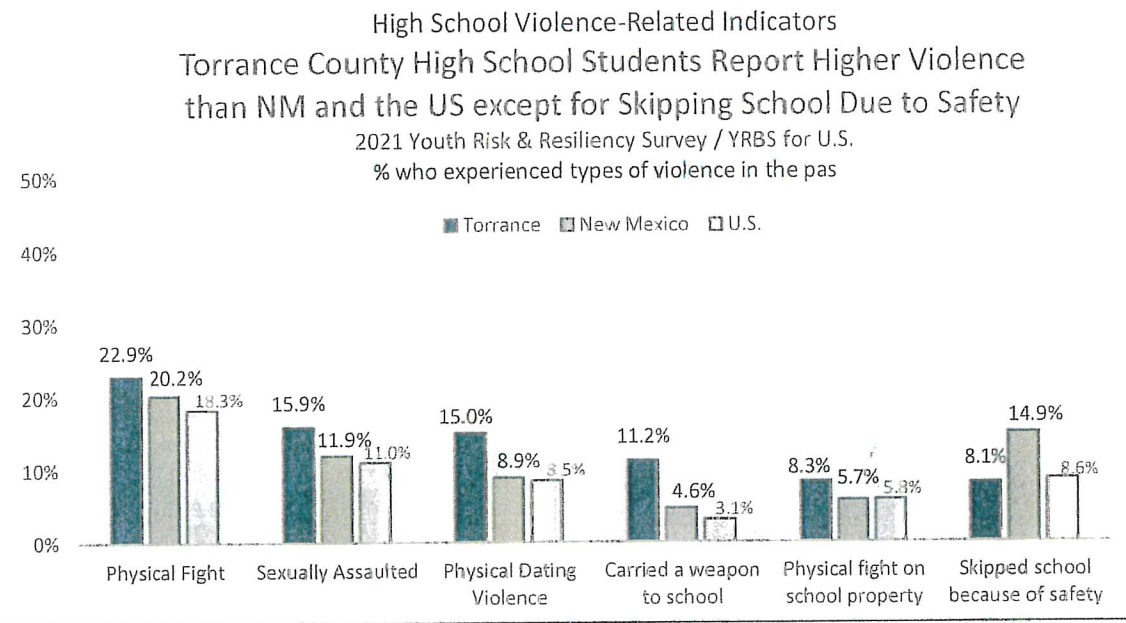
2021 Youth Risk & Resiliency Survey / YRRS for U.S.



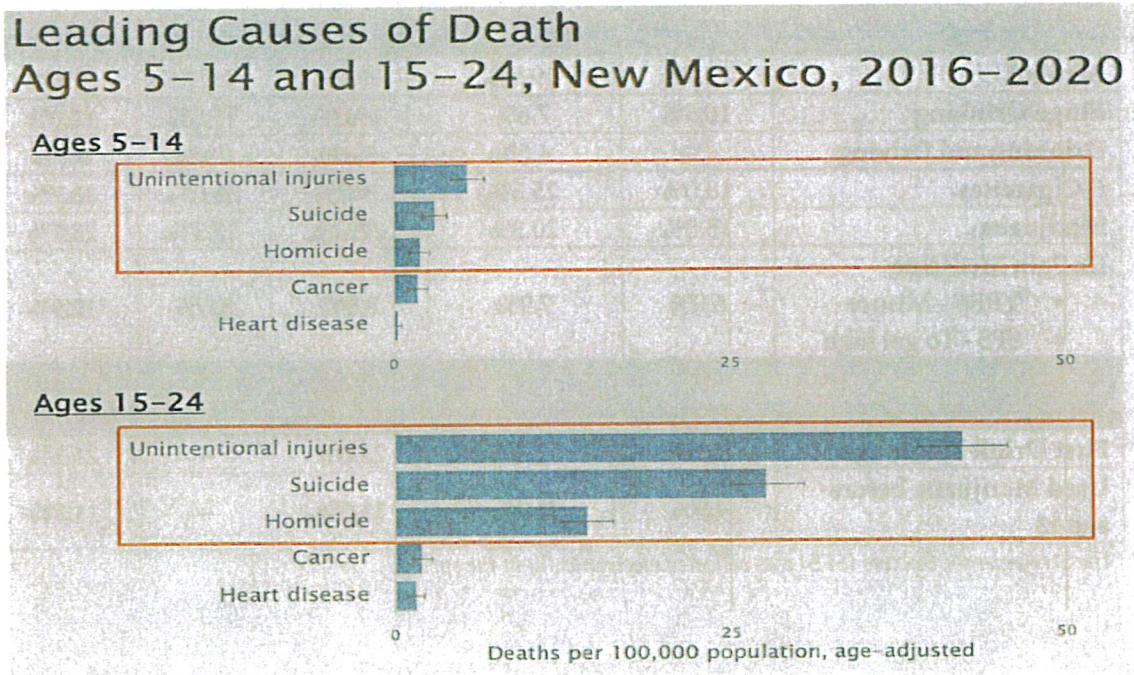
Torrance Area High School Substance Use Data					
Past 30 Days	U.S. 2021 YRRS	New Mexico 2021 YRRS	Torrance 2019 YRRS	Torrance 2020 SFS	Torrance 2021 YRRS
Alcohol	22.7%	19.5%	30.2%	29.3%	27.5%
Binge Drinking	10.5%	7.6%	10.0%	15.8%	12.0%
Drinking and Driving		4.6%	5.4%	4.4%	6.7%
E-Cigarettes	18.0%	25.3%	39.3%	38.0%	36.7%
Marijuana	15.8%	20.3%	27.6%	27.3%	23.7%
Rx Pain Medicine					
• YRRS - Misuse	6.0%	7.9%	8.9%	3.6%	12.9%
• SFS - To get high					
Early Initiation	U.S. 2021 YRRS	New Mexico 2021 YRRS	Torrance 2019 YRRS	Torrance 2020 SFS	Torrance 2021 YRRS
First Drink before age 13	15.5%	17.8%	23.0%	--	24.2%
Used Marijuana before age 13	4.9%	11.1%	13.5%	--	11.8%

*The Strategies for Success (SFS) was collected electronically in the spring.

Youth Violence



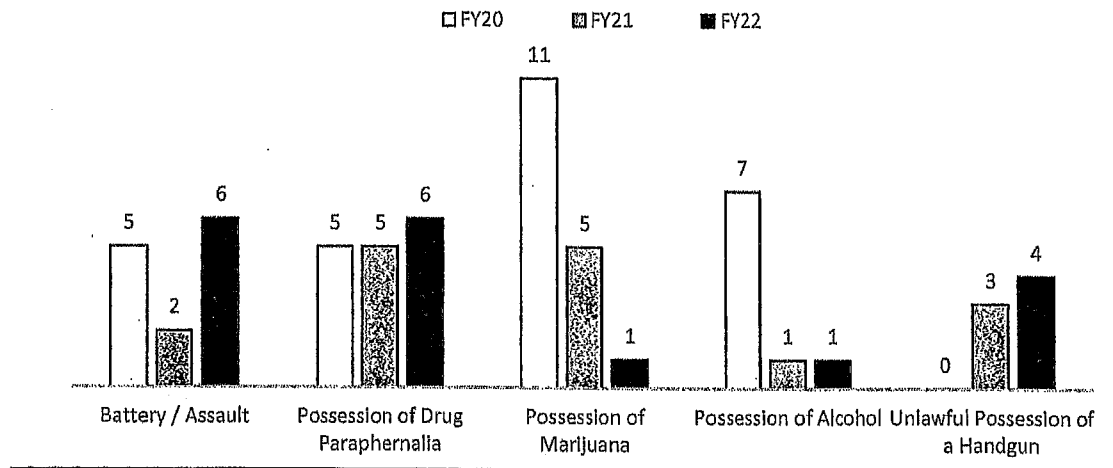
Violence is attributed to the leading causes of death among youth in New Mexico.



Juvenile Justice

The Estancia Valley Youth and Families Council employs several strategies aimed at improving the juvenile justice system for young people and families. The advisory board is made up of community members, judges, teens, government, and community organizations. Substance use is a main driver of young people interacting with the criminal court system, and the goal of system reform is to prevent incarceration for as many young people as possible, especially given the ongoing racism and trauma that our carceral system perpetuates.

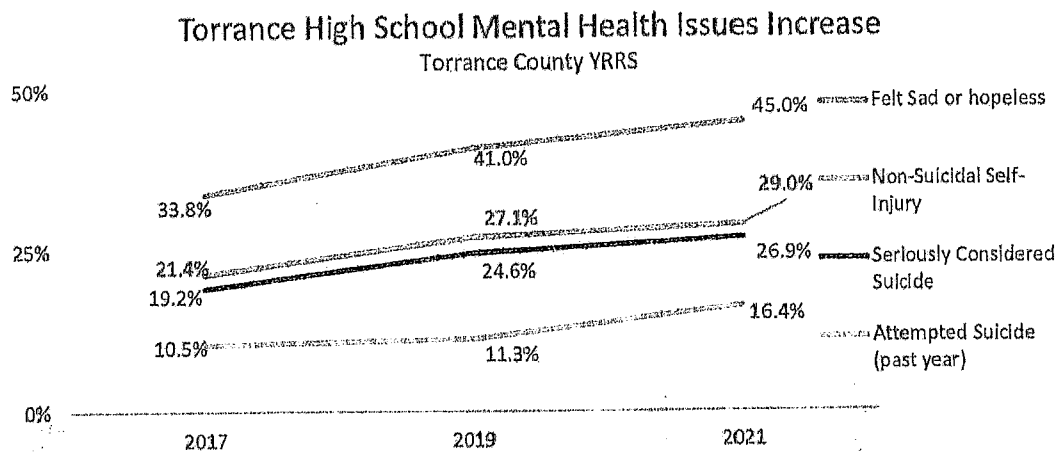
Top Offenses for Delinquent Referrals
Torrance County Juvenile Justice Services



Torrance County Juvenile Justice Services				
	FY19	FY20	FY21	FY22
Juveniles Held in Detention	4	4	2	0
Delinquent Referrals	120	44	36	44
Probation Violations	3	5	1	0
Status Referrals (non-delinquent)	2	0	1	2

Youth Mental Health

Over the past few years, the pandemic has exacerbated a pre-existing mental healthcare crisis and teenagers and children are sounding the alarm. Millions of children were taken out of school, cut off from social contact, and experienced the grief of the pandemic alongside of their parents during the pandemic. The mental health consequences aren't yet fully understood but are thought to be widespread and severe with climbing rates of anxiety and depression being diagnosed in children and young adults. Mental health is just as important as physical health especially in children as untreated mental health conditions can affect learning, self-esteem, and socialization.



New Mexico High School YRRS – Mental Health			
	2017	2019	2021
Felt Sad or Hopeless	36.6%	40.8%	44.2%
Non-Suicidal Self-Injury	20.6%	21.8%	23.2%
Seriously Considered Suicide	18.3%	18.9%	20.1%

Strategic Plan for 2024-2028

Estancia Valley Youth & Families Council

Estancia Valley Youth and Family Council (EVYFC) Goals & Community Overview

EVYFC Goals

1. Reduce youth substance use and mental health issues.
2. Increase school attendance, participation, and graduation.
3. Increase resiliency and youth opportunities for pro-social involvement.
4. Increase and enhance collaboration between the EVYFC, schools, and community agencies.

Vision: The Estancia Valley Youth and Family Council will positively impact and enhance the lives of our youth and prepare them for a productive adulthood.

Mission: The Estancia Valley Youth and Family Council will develop a community network to serve and support the success of our youth and families in a positive, professional, and organized manner.

Community Overview

The Estancia Valley Youth and Families Council (EVYFC) serves Torrance County and three school districts which includes southern Santa Fe County and Eastern Bernalillo County. Torrance county is in the geographic center of New Mexico and includes some of the Albuquerque metro area as well as the East Sandia Mountains. Torrance County has a population of 15,045 people with 20.7% of the population under the age of 18 (2021 Census). Approximately 23,000 people reside in this rural area, with a population that is 44% Hispanic, 50% white, and 4% Native American. Employment in the rural community consists of ranching/farming, school districts, and other government jobs. The median income is \$36,000 which is lower than NM and the US.

The EVYFC meets monthly, and membership includes four local public schools, juvenile justice probation officer, a county representative, four local law enforcement agencies, the public defender, district attorney, and a youth member. We also have the DWI program, Teen Court Coordinator, and a New Mexico DOH representative and local health council members.

Estancia Valley Youth & Families Council Strategies and Expected Outcomes

1. Girls Circle

- a. Girls Circle is designed to increase positive connection, personal and collective strengths, and competence in girls. **It has shown to reduce delinquency, truancy, mental health risk factors, substance use, and violence among girls who complete the program.**
- b. Girls Circle is implemented in Estancia Middle School, Moriarty Elementary, and Estancia Valley Classical Academy.
- c. EVYFC completed 234 sessions in FY23 and projects to facilitate 471 sessions for FY24 and FY25.

2. Boys Council

- a. Boys Council seeks to meet a male gender-specific need by addressing and challenging harmful masculinity beliefs and norms and supporting boys in developing safe, healthy identities and behaviors. **In the groups, boys and young men find belonging, build assets, and deconstruct harmful masculinity beliefs on their journey to manhood.**
- b. Boys Council is implemented in Estancia Middle School and Moriarty Elementary.
- c. EVYFC completed 234 sessions in FY23 and projects to facilitate 398 sessions for FY24 and FY25.

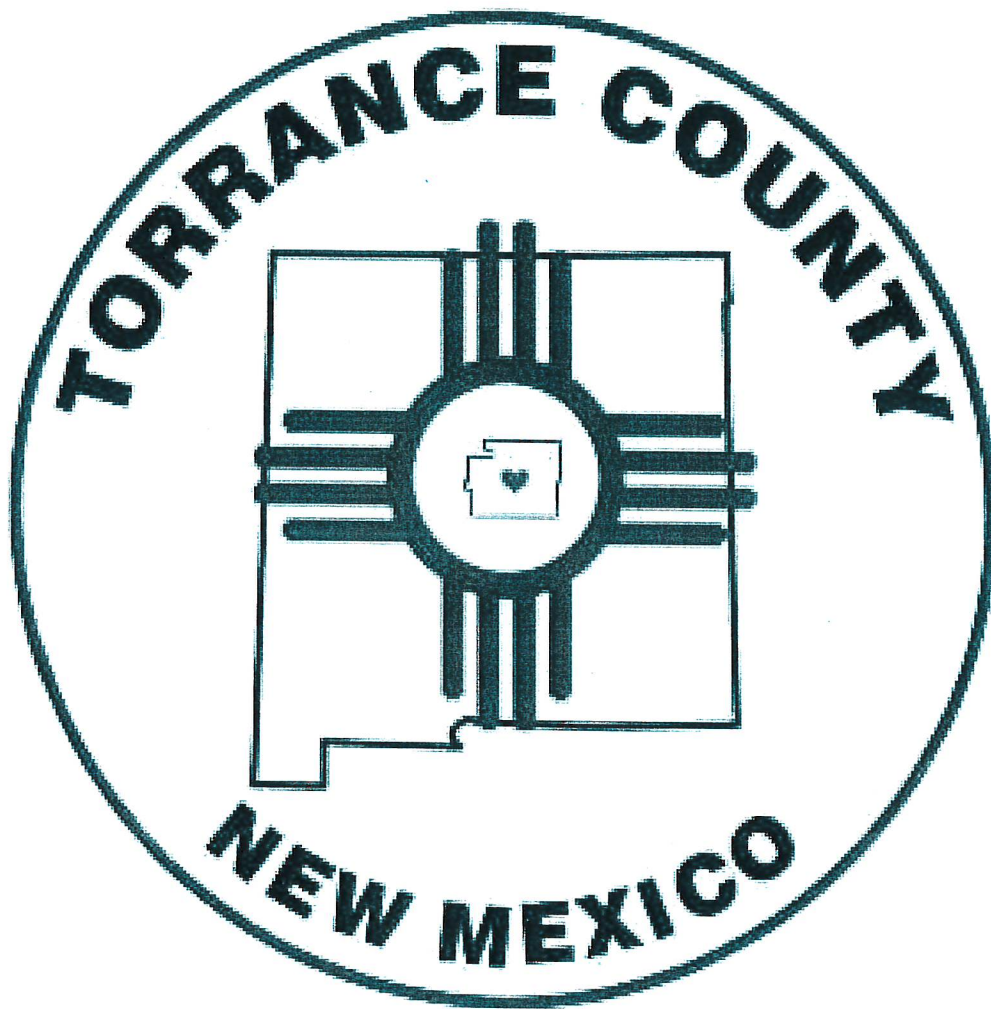
3. Restorative Justice Circles

- a. The Restorative Justice Circle is a dialog process that creates a safe space to discuss very difficult or painful issues to find resolutions that serve every member of the group. **Program goals include taking responsibility, repairing harm, closure, and helping youth and their families move forward in a positive way.**
- b. Restorative Justice receives referrals from Estancia Schools, Mountainair Schools, MESD, and Estancia Valley Classical Academy, law enforcement, juvenile probation, and Teen Court.
- c. EVYFC completed 10 sessions in FY23 and aims to surpass that in FY24 and FY25.

4. Collaboration and Capacity

- a. The Estancia Valley Youth and Families Council strives to develop a community network to serve and support the success of our youth and families in a positive, professional, and organized manner.
- b. Monthly meetings will provide member engagement opportunities, an overview of progress, accomplishments, and next steps. The EVYFC will be responsive to community need and requests.

Strategies	Priorities Addressed	Intended Outcomes
Girls Circle & Boys Council	Youth Risk Factors and Resiliency	Reduce Substance Use Increase Mental Health Supports Improve Graduation Rates and Attendance
Restorative Justice	Youth Risk Factors and Resiliency	Improve Conflict Resolution Improve Communication
Estancia Valley Youth & Families Council	Collaboration Capacity Building Strategic Planning	Support a Network of Coordinated Services



*Agenda Item
No. 12-L*



JUVENILE JUSTICE CONTINUUM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) replaces and supersedes all previous MOU's, resolutions and agreements among the parties related to the subject matter described below and was made and entered into effective December 11, 2023, by and among the following "parties" (each being a "party"): the Torrance County Board of Commissioners, the 7th Judicial District Court, the Public Defender for the 7th Judicial District, the District Attorney for the 7th Judicial District, Torrance County Sheriff's Office, Estancia Police, Moriarty Police, Edgewood Police, and the school districts of Moriarty-Edgewood, Estancia, Mountainair and Estancia Valley Classical Academy School (EVCA), 7th Judicial District Juvenile Probation, and CYFD Protective Services.

The purpose of this MOU is to maintain a "Juvenile Justice Continuum" partnership among the parties and develop a continuum board for Torrance County, New Mexico as required by NMSA 1978 9-2A-14.1F and the regulations contained in Title 8, Chapter 14, Part 13 of the New Mexico Administrative Code. The Juvenile Justice Continuum is defined by statute and regulation as a system of services and sanctions for juveniles arrested or referred to juvenile probation and parole or at risk of such referral.

The Purpose of the Juvenile Justice Continuum for the Torrance County/Estancia Valley community is to develop, implement, and evaluate a continuum of services and sanctions, including temporary, non-secure alternatives to detention, for juveniles arrested or referred to Juvenile Parole and Probation or at risk of such referral. In order to accomplish the purposes, set forth herein, the parties to this MOU hereby formally establish the Estancia Valley Youth & Family Council (EVYFC) as the "Continuum Board" (also referred to as "Continuum") serving as an advisory board to the Torrance County Board of Commissioners and further agree as follows:

ARTICLE I-CONTINUUM STRUCTURE

1.1 Required Partners: The EVYFC shall at all times include the officials and public agencies whose partnership in the EVYFC is statutorily required. These partners are authorized representatives of:

- 1) Torrance County
- 2) 7th Judicial District Court
- 3) 7th Judicial District Attorney's Office
- 4) Public Defender

- 5) Law Enforcement Agency (municipal or county)
- 6) Public School

The EVYFC also requires the board to include a representative from:

- 7) Children, Youth & Families Child Protective Services
- 8) Juvenile Probation Office

1.2 Continuum Board: The Continuum Board shall operate in the capacity of an advisory board and shall be governed by the Torrance County Commission. In addition, the Continuum Board will consist of a minimum of seven voting members. The Continuum Board may also have such non-voting members as are appointed in accordance with the Continuum Board's by-laws. The Continuum Board shall operate in accordance with New Mexico State Statutes.

1.3 Voting members: Each required partner shall designate one representative to serve as its voting member. The required partner representative shall select any additional voting members from the following:

- 1) Youth services organization
- 2) Government agencies
- 3) Behavioral health
- 4) Primary health care providers
- 5) Faith community
- 6) Business community
- 7) Civic organizations

These organizations must be located within Torrance County or the area served by the Moriarty-Edgewood School District. These members must have direct experience working with at-risk children and youth.

1.4 Additional Voting Members: The Continuum Board shall strive to maintain an odd number of voting members. If more than one unit of local government, law enforcement agency, or public school district within Torrance County and the Moriarty-Edgewood School District is a signatory to this MOU, or in the future becomes party to this MOU by duly executing a counterparty copy, then the number of voting members shall be increased to allow each party to name a voting member to the Continuum Board. If the addition of voting members in such circumstances results in there being an even number of voting members, then the voting members shall name an additional voting member to serve a renewable two-year term from among the groups identified in Section 1.3 above. If the withdrawal of a signatory to this MOU results in an even number of voting members, then upon the expiration of the two-year term of the voting member last added to the Continuum Board, the number of voting members shall be reduced by one voting member.

4.3 Withdrawal: Any party to this MOU may withdraw for any reason upon prior written notice delivered to the County.

4.4 Termination: This MOU, as amended and restated from time to time, shall continue in full force and effect unless terminated by the County.

4.5 Severability: If any one or more provisions contained in this MOU shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this MOU, and all other provisions of this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been part of this MOU.

IN WITNESS WHERE OF, the parties hereto have caused this MOU to be executed by their respective duly authorized officers, agents, or representatives. This MOU of Torrance County's juvenile justice continuum was reviewed, approved and adopted by Board Action.

EVYFC Chairperson

Date

Shannon Murdock, 7th Judicial District Court

Torrance County Board of County Commissioners

Date

Ryan Schwebach, Chair

Legal Counsel

Date

Michael I. Garcia, County Attorney

Torrance County Representative

Date

Amanda Lujan, Grants Manager

7th Judicial District Attorney's Office

Date

ARTICLE II-RESPONSIBILITIES OF PARTIES

- 2.1 Responsibilities of the County:** It is the general responsibility of the county to provide overall service and support for the activities of the EVYFC and the services provided through the EVYFC. The County has general responsibility to apply for available grant funding and to administer all grants awarded to fund Continuum activities and services. The County shall provide any funds that are necessary for administrative and operational expenses. The County is also generally responsible for providing any required local matching funds.
- 2.2 Responsibilities of Required Partners:** It is the responsibility of each party to this MOU to support the mission and work of the Continuum by providing such human and financial resources as may be needed to fulfil the purpose of the EVYFC. Required partners shall actively participate in the work of the EVYFC and shall at all times be represented on the Continuum Board by an individual who is knowledgeable and experienced in matters related to the juvenile justice and youth services. Required partners shall provide such funding for the EVYFC as may be available and approved by the applicable governing authority.
- 2.3 Joint Responsibility:** Acting through the Continuum Board, the parties to this MOU shall conduct planning, assess needs, design and evaluate a continuum of cost-effective services and temporary, non-secure alternatives to detention for juveniles arrested or referred to Juvenile Probation and Parole or at risk of such referral. The Continuum Board will not generally directly implement or operate programs. The Continuum Board will review and evaluate data provided by the required partners and other resources regarding the needs of juveniles in the community and the effectiveness of various activities as alternatives to detention and means of diverting youth from referral to juvenile justice programs, including community assessment data and local juvenile justice data.

ARTICLE III- BOOKS & RECORDS

- 3.1 Responsibilities of the County:** The County shall prepare, present, and preserve such agendas, reports, and records as may be required by law, regulation, or contract with any governmental agency, including documents required to comply with the Open Meetings Act.

ARTICLE IV- GENERAL PROVISIONS

- 4.1 Status of the Parties:** The parties to this MOU acknowledge that the relationship among them is that of independent agencies and, as such, the employees of any party shall not be considered employees or agents of any other party. This MOU shall not be deemed to give rise to a partnership under any applicable law, and no party shall have the authority to obligate any other party without express written consent from the party to be bound. No party shall in any way be responsible for the expenses, debts, or liabilities of another party, or accidents, or damages caused by any other party.
- 4.2 Amendments:** This MOU may be amended in a writing executed by all of then-current parties to this MOU. Voting electronically and/or electronic signature is acceptable.

Public Defender's Office

Date

Torrance County Sheriff's Office

Date

Edgewood Police Department

Date

Estancia Police Department

Date

Moriarty Police Department

Date

Estancia Municipal School District

Date

Moriarty-Edgewood School District

Date

Mountainair Public School District

Date

Estancia Valley Classical Academy

Date

Juvenile Probation Office

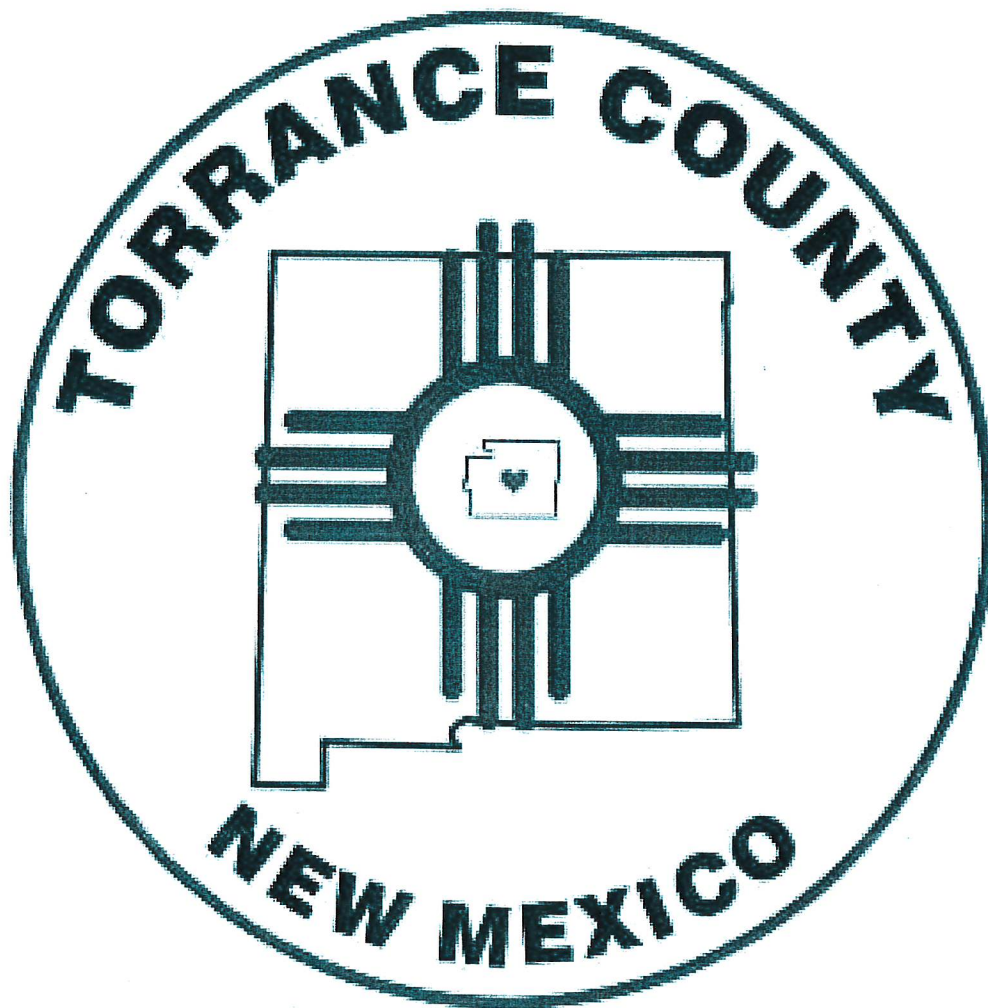
Date

CYFD Child Protective Services

Date

Debbie Ortiz, PHTC, OSAP, MOPT

Date



*Agenda Item
No. 12-M*

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **TORRANCE COUNTY**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2023, Chapter 199, Section 28, Paragraph 484**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

- 23-H3238
- APPROPRIATION AMOUNT: \$1,050,000.00
- APPROPRIATION REVERSION DATE: June 30, 2027
- Laws of 2023, Chapter 199, Section 28, Paragraph 484
- ONE MILLION FIFTY THOUSAND (\$1,050,000.00),
- to plan, design, construct, furnish and equip improvements to the fairgrounds in Estancia in Torrance county;

The Grantee's total reimbursements shall not exceed ONE MILLION FIFTY THOUSAND \$1,050,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, ZERO \$0.00, which equals ONE MILLION FIFTY THOUSAND \$1,050,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:
- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
 - ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
 - iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
 - iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
 - v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.
- Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- vi. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. 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.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

¹The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

²"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee 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.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: TORRANCE COUNTY
Name: Janice Barela
Title: County Manager
Address: P O Box 48, Estancia, NM 87016
Email: jbarela@tcnm.us
Telephone: 505-544-4703

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: TORRANCE COUNTY
Name: Lori Archuleta
Title: Financial Analyst
Address: P O Box 48, Estancia, NM 87016
Email: larchuleta@tcnm.us
Telephone: 505-544-4703

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Lori Vasquez
Title: ProjectManager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: loretta.vasquez@dfa.nm.gov
Telephone: 505-469-6175

The Grantee and the Department agree that either 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 IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

- A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2027** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are not expended and an expenditure has not occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement Early Termination includes:

- i. Termination due to completion of the Project before the Reversion Date; or
- ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- iii. Termination for violation of the terms of this Agreement; or
- iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date 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 referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
 - ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee 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 Department and be signed by the Grantee. 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, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month, that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department 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. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- i. The Grantee must submit a Request for Payment; and
- ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing 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 or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee 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, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or
- iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee 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 herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

- i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee 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 Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The Grantee's governing body has 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 to sign the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees 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, during their 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 or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- vii. No funds have been paid or will be paid, by or on behalf of the Grantee, 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 Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee 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 budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties 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 that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, **TORRANCE COUNTY** may immediately terminate this Agreement by giving Contractor written notice of such termination. **TORRANCE COUNTY's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against **TORRANCE COUNTY** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **TORRANCE COUNTY** or the Department"

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination 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 DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the TORRANCE COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the TORRANCE COUNTY only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By:

Its: Division Director

Date



*Agenda Item
No. 12-N*

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **TORRANCE COUNTY**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2023, Chapter 199, Section 28, Paragraph 483**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

- 23-H3237
- APPROPRIATION AMOUNT: \$100,000.00
- APPROPRIATION REVERSION DATE: June 30, 2027
- Laws of 2023, Chapter 199, Section 28, Paragraph 483
- ONE HUNDRED THOUSAND (\$100,000.00),
- to plan, design, construct, equip and furnish an administration building in Estancia in Torrance county;

The Grantee's total reimbursements shall not exceed ONE HUNDRED THOUSAND \$100,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, ZERO \$0.00, which equals ONE HUNDRED THOUSAND \$100,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- vi. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. 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.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

¹The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

²"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee 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.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: TORRANCE COUNTY
Name: Janice Barela
Title: County Manager
Address: P O Box 48, Estancia, NM 87016
Email: jbarela@tcnm.us
Telephone: 505-544-4703

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: TORRANCE COUNTY
Name: Lori Archuleta
Title: Financial Analyst
Address: P O Box 48, Estancia, NM 87016
Email: larchuleta@tcnm.us
Telephone: 505-544-4703

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Lori Vasquez
Title: Project Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: loretta.vasquez@dfa.nm.gov
Telephone: 505-469-6175

The Grantee and the Department agree that either 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 IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

- A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2027** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are not expended and an expenditure has not occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement Early Termination includes:

- i. Termination due to completion of the Project before the Reversion Date; or
- ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- iii. Termination for violation of the terms of this Agreement; or
- iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date 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 referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
 - ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee 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 Department and be signed by the Grantee. 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, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Reporting.

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month, that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department 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. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- i. The Grantee must submit a Request for Payment; and
- ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing 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 or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee 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, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or
- iii. Twenty (20) days from the Reversion Date.

- D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee 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 herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

- i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee 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 Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The Grantee's governing body has 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 to sign the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees 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, during their 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 or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- vii. No funds have been paid or will be paid, by or on behalf of the Grantee, 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 Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee 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 budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties 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 that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, **TORRANCE COUNTY** may immediately terminate this Agreement by giving Contractor written notice of such termination. **TORRANCE COUNTY's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against **TORRANCE COUNTY** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **TORRANCE COUNTY** or the Department"

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination 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 DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the TORRANCE COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the TORRANCE COUNTY only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By:

Its: Division Director

Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure Information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
- C. Contact Name/Phone #: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount (If Applicable): _____
- D. Funds Requested to Date: _____
- E. Amount Requested this Payment: _____
- F. Reversion Amount (If Applicable): _____
- G. Grant Balance: _____
- H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)
- I. ☐ Final Request for Payment (If Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. ☐ Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

- V. ☐ Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Date: _____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

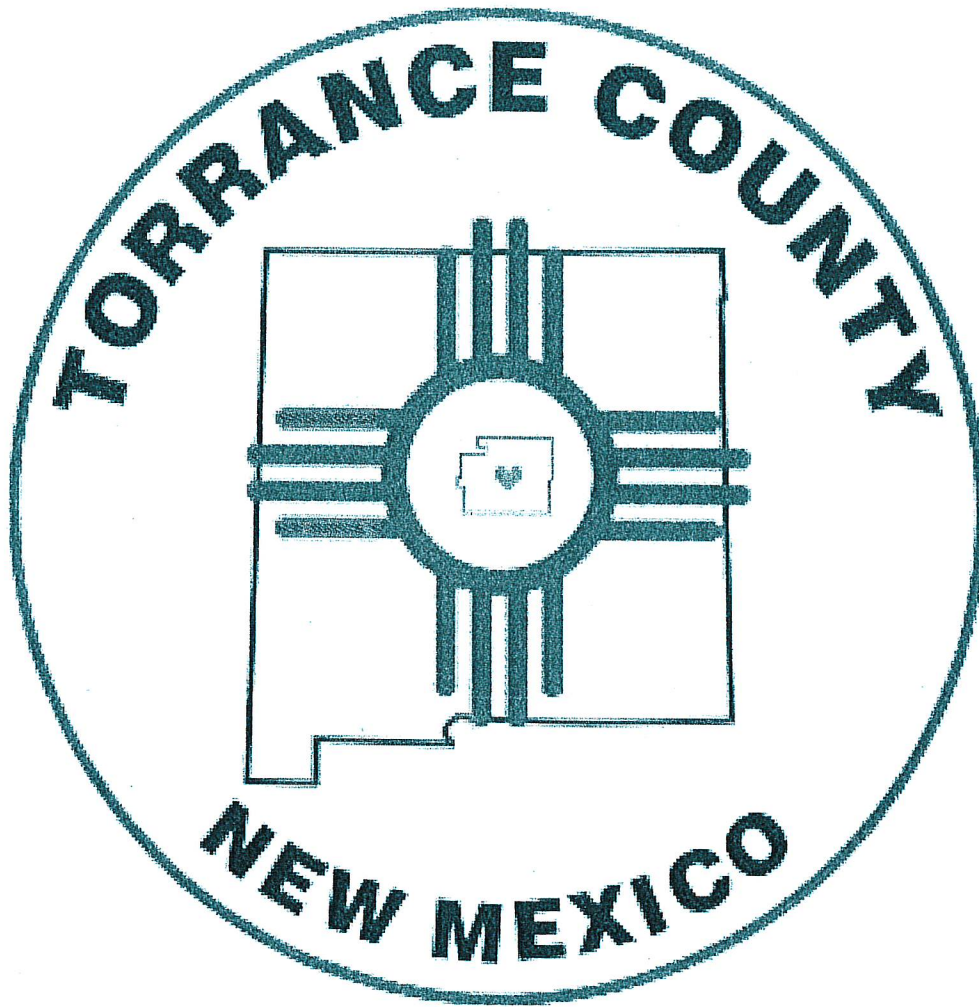
Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



Agenda Item
No. 12-0

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **TORRANCE COUNTY**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2023, Chapter 199, Section 28, Paragraph 479**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

- 23-H3233
- APPROPRIATION AMOUNT: \$250,000.00
- APPROPRIATION REVERSION DATE: June 30, 2027
- Laws of 2023, Chapter 199, Section 28, Paragraph 479
- TWO HUNDRED FIFTY THOUSAND (\$250,000.00),
- to plan, design and construct a shop and fenced yard for the road department in Torrance county;

The Grantee's total reimbursements shall not exceed TWO HUNDRED FIFTY THOUSAND \$250,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, TWO THOUSAND FIVE HUNDRED \$2,500.00, which equals TWO HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED \$247,500.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- vi. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. 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.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

¹The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

²"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee 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.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: TORRANCE COUNTY
Name: Janice Barela
Title: County Manager
Address: P O Box 48, Estancia, NM 87016
Email: jbarela@tcnm.us
Telephone: 505-544-4703

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: TORRANCE COUNTY
Name: Lori Archuleta
Title: Financial Analyst
Address: P O Box 48, Estancia, NM 87016
Email: larchuleta@tcnm.us
Telephone: 505-544-4703

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Lori Vasquez
Title: Project Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: loreta.vasquez@dfa.nm.gov
Telephone: 505-469-6175

The Grantee and the Department agree that either 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 IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

- A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2027** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are not expended and an expenditure has not occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement Early Termination includes:

- i. Termination due to completion of the Project before the Reversion Date; or
- ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- iii. Termination for violation of the terms of this Agreement; or
- iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date 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 referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee 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 Department and be signed by the Grantee. 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, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month, that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department 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. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- i. The Grantee must submit a Request for Payment; and
- ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing 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 or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee 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, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or
- iii. Twenty (20) days from the Reversion Date.

- D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee 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 herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

- i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee 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 Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The Grantee's governing body has 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 to sign the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees 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, during their 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 or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- vii. No funds have been paid or will be paid, by or on behalf of the Grantee, 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 Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee 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 budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties 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 that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, **TORRANCE COUNTY** may immediately terminate this Agreement by giving Contractor written notice of such termination. **TORRANCE COUNTY**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against **TORRANCE COUNTY** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **TORRANCE COUNTY** or the Department"

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination 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 DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the TORRANCE COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the TORRANCE COUNTY only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By:

Its: Division Director

Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
- C. Contact Name/Phone #: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount (If Applicable): _____
- D. Funds Requested to Date: _____
- E. Amount Requested this Payment: _____
- F. Reversion Amount (If Applicable): _____
- G. Grant Balance: _____
- H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)
- I. ☐ Final Request for Payment (If Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. ☐ Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

- V. ☐ Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Date: _____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

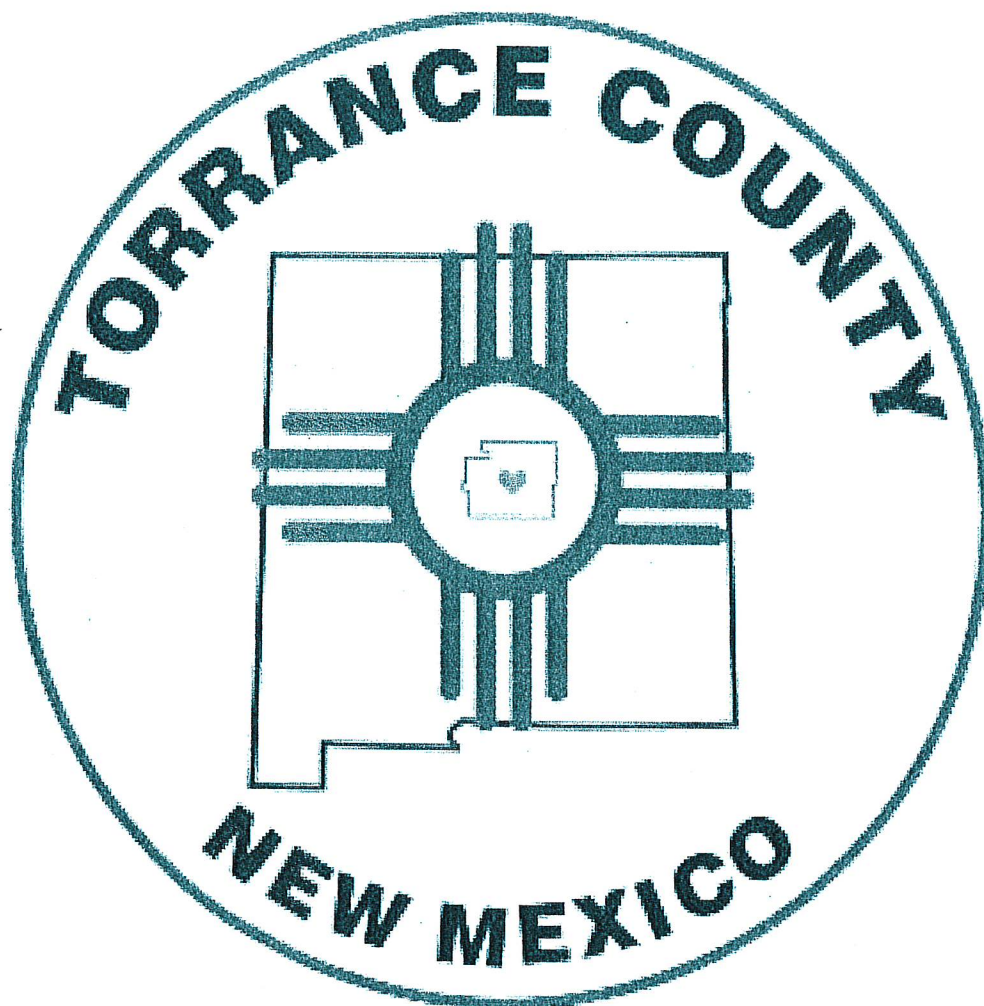
Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



*Agenda Item
No. 12-P*

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and Torrance County, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 55, Section 10, Paragraph 59, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A22G-5358 \$169,621.00 APPROPRIATION REVERSION DATE: 30-JUN-2026
Laws of 2022, Chapter 55, Section 10, Paragraph 59, one Hundred sixty nine thousand, six hundred twenty one dollars, (\$169,621.00), for renovations, including the purchase and installation of equipment, to the Estancia senior center in Torrance county;

The Grantee's total reimbursements shall not exceed one hundred sixty nine thousand, six hundred twenty one dollars (\$169,621.00) (the "Appropriation Amount") minus the allocation for Art in Public Places, one thousand six hundred ninety seven dollars, (\$1,697.00)¹, if applicable, one Hundred sixty seven thousand, nine hundred twenty four dollars which equals (\$167,924.00) (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee 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.

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. 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.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT
DESIGNATED REPRESENTATIVES**

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

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Torrance County
Name: Janice Barela
Title: County Manager
Address: P.O. Box 48, Estancia, NM 87016
Email: jbarela@tcnm.us
Telephone: 505-544-4703

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: Torrance County
Name: Amanda Lujan
Title: Grants Administrator
Address: P.O. Box 48, Estancia, NM 87016,
Email: alujan@tcnm.us
Telephone: 505-544-4309

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Aging and Long-Term Services Department
Name: Monica Cordova/Elizabeth Chavez
Title: Project Coordinator/Capital Outlay Bureau Chief
Address: 2550 Cerrillos Road, Santa Fe, NM 87505
Email: monica.cordova@altsd.nm.gov / elizabeth.chavez@altsd.nm.gov
Telephone: 505-709-7982 / 505-365-3804

The Grantee and the Department agree that either 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 IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2026, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended, and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date 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 referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final.

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee 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 Department and be signed by the Grantee. 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, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department 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.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing 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 or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee 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, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving

reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee 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 herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall

be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- (v) The Grantee 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 Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

- (v) The Grantee's governing body has 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 to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees 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, during their 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 or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, 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 Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:
PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee 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 budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties 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 that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Torrance County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Torrance County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Torrance County or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Torrance County or the Department."

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination 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 an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Torrance County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Torrance County] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond

proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By:

Its: Cabinet Secretary or Designee

Date

MONTHLY REPORT ☐ PROJECT TITLE: _____ PAY REQUEST NO. _____
(Due on the last day of the month)

[illegible]

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

OPTIONAL ATTACHMENT A SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, Torrance County.

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the Torrance County's 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

SCOPE OF WORK

PROJECT DESCRIPTION FORM

(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:** **Torrance County**
2. **Project Title:** **Estancia Senior CTR- REN**
3. **Grant Agreement Number:** **A22-G5358**

4. **Background Narrative:**

Torrance County Department Heads and Elected Officials and Presbyterian Medical Services were invited to submit ICIP

worksheets requesting new projects or updating projects listed on the FY2021-FY2025 ICIP. The Department Heads and Elected Officials met with the Torrance County Grants Manager to finalize the worksheets. The Grants Manager prepared a PowerPoint summarizing the projects. Citizens were allotted time to express their comments and concerns regarding the capital projects during a Public Hearing held Wednesday, August 12, 2020, during the regular meeting of the Board of County Commissioners (BOCC). A Notice of Public Hearing was published in The Independent on July 24 and August 7, 2020. The Hearing was also posted on the Torrance County website (<http://torrancecountynm.org>). During the hearing, the Grants Manager presented the PowerPoint summary, and the BOCC lead discussions regarding the projects. During the following regular meeting of the BOCC held August 26, 2020, the BOCC prioritized the projects. An ICIP list and worksheets were modified according to BOCC directions and presented to the BOCC during the regularly scheduled BOCC meeting held Wednesday, September 9, 2020. Following additional discussions held during this third meeting, the BOCC adopted the ICIP with Resolution 2020-36.

Torrance County in collaboration with Presbyterian Medical Services (PMS), which operates the senior centers in Torrance

County, has identified projects on this ICIP to improve the quality of life and safety of our senior citizens and their families.

Improving our senior citizens is a priority of the current County Commission, Torrance County employees, and PMS. PMS

advocates strongly for seniors and is committed to developing thoughtful and caring senior services. Updated facilities will

enhance the effectiveness of County services and solve safety concerns. The Estancia Senior Center building and parking lot must be renovated to remove hazards, extend the life of the facility, and provide seniors and other residents a comfortable as well as useful place to come together.

In 2018, there were 1,643 residents in the Town of Estancia, the county seat, according to the American Community Survey

(ACS) of the U.S. Census Bureau. In 2018 per the ACS, 18.3% of residents were over 60 years of age. (Just 7% were under 5.) 15.6% of residents age 65+ were impoverished. The population of older people in Torrance County as a whole has jumped an astounding 24% from 2010 to 2018. We must be responsive to this burgeoning growth in order to be adequately prepared to serve older newcomers to Torrance in the future. In addition, food insecurity is a problem countywide, due to few food outlets and the absence of public transportation. We seek to meet the nutritional issues/food insecurity of the growing population of older persons throughout Torrance County and to improve their quality of life providing them safe areas to meet for meals and socialization. Torrance County in collaboration with Presbyterian Medical Services (PMS), which operates the senior centers in Torrance County, has identified projects to improve the quality of life and safety of our senior citizens and their families. The Estancia center, despite repeated renovations and repairs, is overdue for renovation of both the interior and exterior. Updated facilities will enhance the effectiveness of services and solve safety concerns. The Estancia Senior Center needs several renovations and repairs.

5. Work Plan:

Activities include exterior stucco repair and painting to mitigate future damage to the building caused by water infiltration, purchasing and installing a refrigerated air unit to reduce unbearable temperatures in the kitchen, and renovating the parking lot to include repairing a culvert, resurfacing, striping, and signage. The parking lot has reached the end of its useful life and needs resurfacing for the safety of the senior clients. Site drainage issues exist and can lead to significant property damage if not corrected.

6. Budget Detail:

Project Cost Activities <i>(These are only examples. Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer		
Construction		
Renovation		169621.00
Improvements for Code Compliance		
Equipment <i>*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.</i>		
Meals Equipment <i>*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.</i>		
Vehicle Purchase		
Other Costs (specify)		
AIPP (if applicable)		1697.00
Totals		167924.00

7. Performance Measures:

Meeting and tour of facilities with contractor and Facilities Manager to identify renovations needed, after which a project estimate and order of completion will be submitted to the Manager for approval. Renovations will commence in the order recommended by the contractor and Facilities Manager. When each section is completed the Project Manager will be completed and a site visit conducted. Renovations may include the following in this anticipated order of completion: 1) exterior stucco repair and painting 2) purchasing and installing a refrigerated air unit 3) installing a new grease trap system in kitchen 4) renovating the parking lot to include repairing a culvert, resurfacing, striping, and signage.

8. Results Expected:

The Estancia Senior Center building and parking lot must be renovated to remove hazards, extend the life of the facility, and provide seniors and other residents with a comfortable as well as useful place to come together.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. (These are only examples. Insert milestones specific to the proposed project.)

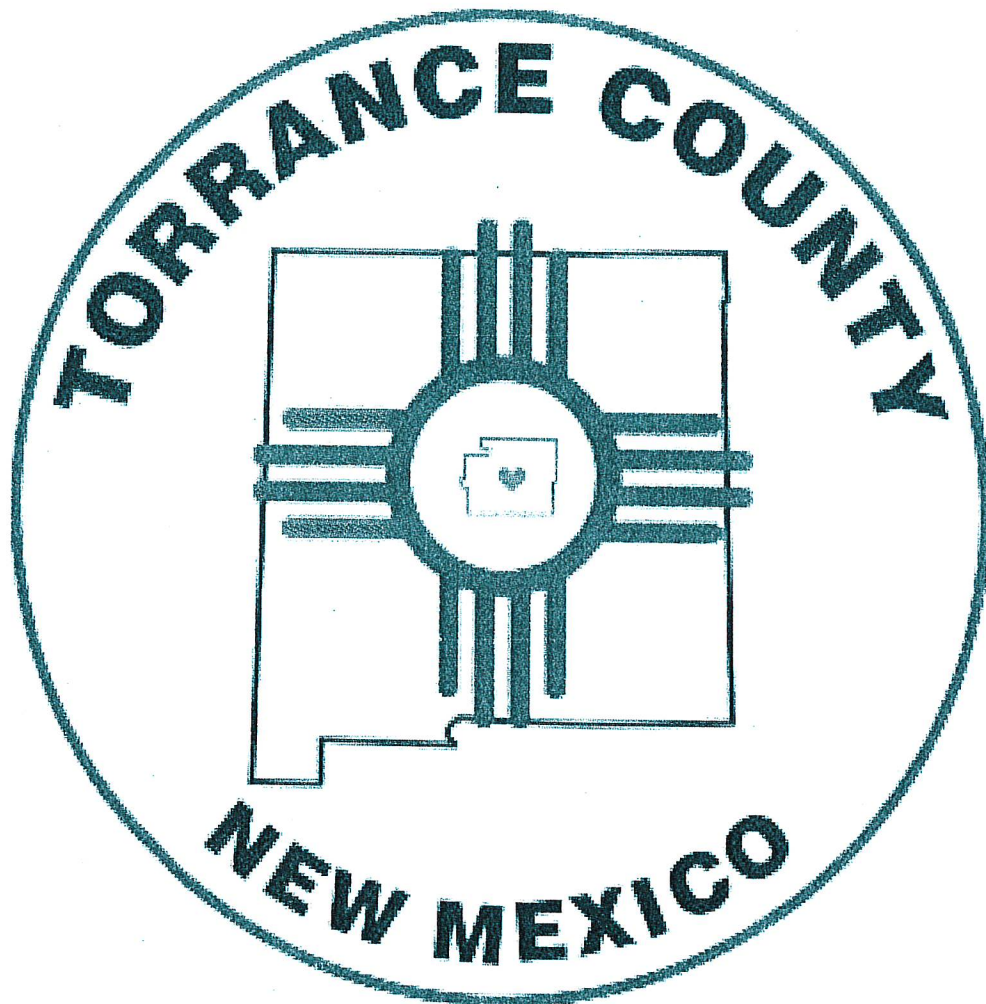
RFP/Quotes Secured	February 2024
Bid Closing	March 2024
Bid Award to Contractor/Vendor	April 2024
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	May 2024 – May 2026
Stucco Repair and Painting	September 2024
Purchase and install refrigerated air unit	December 2024
Install new grease trap system	April 2025
Repair parking lot	May 2026
Code Compliance projects	
Vehicles – Purchase and Equip	
Project Completion & Review	January 2026
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	September 2024 – June 2026

10. Responsible Staff (include Project Manager and Fiscal Contact):

Name: Amanda Lujan
 Title: Grants Administrator
 Address: _____
 Email: alujan@tcnm.us
 Phone: 505-544-4309

Name: Joanna Romero
 Title: Assistant Finance Director
 Address: _____
 Email: jromero@tcnm.us
 Phone: 505-544-4309

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.



*Agenda Item
No. 12-Q*

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and Torrance County, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 55, Section 10, Paragraph 60, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A22G-5359 \$53,599.00 APPROPRIATION REVERSION DATE: 30-JUN-2026
Laws of 2022, Chapter 55, Section 10, Paragraph 60, fifty three thousand five hundred ninety nine dollars, (\$53,599.00), to plan and design the Moriarty senior center in Torrance county;

The Grantee's total reimbursements shall not exceed fifty three thousand five hundred ninety nine dollars (\$53,599.00) (the "Appropriation Amount") minus the allocation for Art in Public Places, zero dollars, (\$.00)¹, if applicable, zero dollars which equals (\$53,599.00) (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee 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.

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. 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.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT
DESIGNATED REPRESENTATIVES**

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

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Torrance County
Name: Janice Barela
Title: County Manager
Address: P.O. Box 48, Estancia, NM 87016
Email: jbarela@tcnm.us
Telephone: 505-544-4703

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: Torrance County
Name: Amanda Lujan
Title: Grants Administrator
Address: P.O. Box 48, Estancia, NM 87016,
Email: alujan@tcnm.us
Telephone: 505-544-4309

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Aging and Long-Term Services Department
Name: Monica Cordova/Elizabeth Chavez
Title: Project Coordinator/Capital Outlay Bureau Chief
Address: 2550 Cerrillos Road, Santa Fe, NM 87505
Email: monica.cordova@altsd.nm.gov / elizabeth.chavez@altsd.nm.gov
Telephone: 505-709-7982 / 505-365-3804

The Grantee and the Department agree that either 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 IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2026, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended, and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date 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 referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final.

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee 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 Department and be signed by the Grantee. 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, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department 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.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing 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 or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee 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, the Grantee shall make payment to those

contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee 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 herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages

and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- (v) The Grantee 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 Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

- (v) The Grantee's governing body has 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 to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees 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, during their 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 or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, 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 Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee 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 budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties 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 that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Torrance County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Torrance County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Torrance County or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Torrance County or the Department."

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination 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 an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Torrance County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Torrance County] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND
PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: _____

Its: Cabinet Secretary or Designee

Date

MONTHLY REPORT ☐ PROJECT TITLE: _____ PAY REQUEST NO. _____
(Due on the last day of the month)

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[illegible]

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

OPTIONAL ATTACHMENT A SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, Torrance County.

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the Torrance County's 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

SCOPE OF WORK

PROJECT DESCRIPTION FORM

(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:** Torrance County
2. **Project Title:** Moriarty Senior Ctr – Plan
3. **Grant Agreement Number:** A22-G5359

4. Background Narrative:

Torrance County Department Heads and Elected Officials and Presbyterian Medical Services were invited to submit ICIP worksheets requesting new projects or updating projects listed on the FY2021-FY2025 ICIP. The Department Heads and Elected Officials met with the Torrance County Grants Manager to finalize the worksheets. The Grants Manager prepared a PowerPoint summarizing the projects. Citizens were allotted time to express their comments and concerns regarding the capital projects during a Public Hearing held Wednesday, August 12, 2020, during the regular meeting of the Board of County Commissioners (BOCC). A Notice of Public Hearing was published in The Independent on July 24 and August 7, 2020. The Hearing was also posted on the Torrance County website (<http://torrancecountynm.org>). During the hearing, the Grants Manager presented the PowerPoint summary, and the BOCC lead discussions regarding the projects. During the following regular meeting of the BOCC held August 26, 2020, the BOCC prioritized the projects. An ICIP list and worksheets were modified according to BOCC directions and presented to the BOCC during the regularly scheduled BOCC meeting held Wednesday, September 9, 2020. Following additional discussions held during this third meeting, the BOCC adopted the ICIP with Resolution 2020-36.

In 2018, there were 2,223 residents in the City of Moriarty according to the American Community Survey (ACS) of the U.S. Census Bureau. In 2018 per the ACS, 19.3% of residents were over 60 years of age. (Just 4% were under 5.) 20.8% of residents age 65+ were impoverished. The population of older people in Torrance County as a whole has jumped an astounding 24% from 2010 to 2018. We must be responsive to this burgeoning growth in order to be adequately prepared to serve older newcomers to Torrance in the future. In addition, food insecurity is a problem countywide, due to few food outlets and the absence of public transportation. We seek to meet the nutritional issues/food insecurity of the growing population of older persons throughout Torrance County and to improve their quality of life providing them safe areas to meet for meals and socialization. Torrance County in collaboration with Presbyterian Medical Services (PMS), which operates the senior centers in Torrance County, has determined a new center must be built in Moriarty to improve the quality of life and safety of our senior citizens, their families, and staff. A new facility will enhance the effectiveness of services and solve safety concerns. A subject matter expert with more than 25-years' experience in building management/construction completed an assessment of the current Moriarty Senior Center and found that the building is visibly aged and in poor over all condition and will require on-going costly repairs to remain operational. He recommends replacement of the facility at a new location with optimal space for adequate parking. Torrance County is only planning critical renovations for the current center to keep it operational until a new center can be constructed.

5. Work Plan:

Torrance County will plan, design, equip and furnish a new senior center to replace the existing Moriarty Senior Center. The current building and parking lot has outlived the expected usage. For safety reasons we are in dire need of a new building with a safer and larger parking area. The current building has been repaired repeatedly, but these repairs have been band aids and are not addressing a much larger problem. The county will begin by planning and designing a new center in Moriarty. The planning and design completed with this project will be used to move ahead with construction of a new senior center. During the planning phase, input will be solicited from senior clients, the community, staff members, government officials, and other stakeholders. Surveys and meetings will be conducted to identify current needs, best practices, and future trends. The parameters defined

will be used by Torrance County to determine a location for the new facility and will acquire the property. Once property is secured, applicable archaeological, environmental, and zoning surveys will be completed. Stakeholder recommendations and survey findings will be incorporated into construction plans. Through this process, Torrance County intends to develop a set of plans that will then be used to construct a new senior center that will meet the needs of current and future stakeholders within a safe and inviting environment. Goals will be achieved with stakeholder participation. Contractors will be selected through procurement processes that select capable and cost-effective contractors to complete planning and design.

6. Budget Detail:

Project Cost Activities <i>(These are only examples. Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer		\$53,599.00
Construction		
Renovation		
Improvements for Code Compliance		
Equipment <i>*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.</i>		
Meals Equipment <i>*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.</i>		
Vehicle Purchase		
Other Costs (specify)		
AIPP (if applicable)		
Totals		53,599.00

7. Performance Measures:

The project will begin by continuing discussion with operating partners, Presbyterian Medical Services, to identify the needs of the senior community as well as building requirements to serve the target populations. A list of agreed upon needs to share with design plan will be completed. Ongoing communication and regular meetings with members of the senior community, county commission, City of Moriarty, and other stakeholders will occur to obtain input and support for the new facility. Meeting agendas, minutes, and final summary will be created and kept on file. A design firm, either new or on existing contract with the County, will be identified to 1) identify a feasible location for the facility 2) design building to specs identified by County and PMS 3) submit final design for review and approval.

8. Results Expected:

To identify a location and plan and design a new Senior Center in Moriarty New Mexico.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	
RFP/Quotes Secured (if necessary)	January 2024
Bid Closing (if necessary)	March 2024
Bid Award to Contractor/Vendor (if necessary)	April 2024
Partner Meetings	January 2024 – June 2026
Stakeholder/Community Input	January 2024, July 2024, January 2025, July 2025, January 2026
Planning and Design	May 2024 – June 2026
Plan Submission	December 2025
Review and Revisions	January 2026 – February 2026
Final Submission	April 2026
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	N/A
Equipment - Purchase and Install	N/A
Construction	N/A
Renovation	N/A
Code Compliance projects	N/A
Vehicles – Purchase and Equip	N/A
Project Completion & Review	April – May 2026
Submit <u>Exhibit 1 – Monthly / Final Report Form & Request for Payment</u> according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	September 2023- June 2026

10. Responsible Staff *(include Project Manager and Fiscal Contact):*

Name: Amanda Lujan
Title: Grants Administrator
Address: PO BOX 48, 205 S Ninth Street, Estancia, New Mexico 87016
Email: alujan@tcnm.us
Phone: 505-544-4309

Name: Joanna Romero
Title: Assistant Finance Director
Address: PO BOX 48, 205 S Ninth Street, Estancia, New Mexico 87016
Email: jromero@tcnm.us
Phone: 505-544-4721

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
- C. Contact Name/Phone #: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount (If Applicable): _____
- D. Funds Requested to Date: _____
- E. Amount Requested this Payment: _____
- F. Reversion Amount (If Applicable): _____
- G. Grant Balance: _____
- H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)
- I. ☐ Final Request for Payment (If Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. ☐ Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

- V. ☐ Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



Agenda Item
No. 12-R

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and Torrance County, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 55, Section 10, Paragraph 61, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A22G-5360 \$158,861.00 APPROPRIATION REVERSION DATE: 30-JUN-2026
Laws of 2022, Chapter 55, Section 10, Paragraph 61, one hundred fifty eight thousand, eight hundred sixty one dollars, (\$158,861.00), for renovations, including the purchase and installation of equipment, to the Mountainair senior center in Torrance county;

The Grantee's total reimbursements shall not exceed one hundred fifty eight thousand, eight hundred sixty one dollars (\$158,861.00) (the "Appropriation Amount") minus the allocation for Art in Public Places, one thousand five hundred eighty nine dollars, (\$1,589.00)¹, if applicable, one hundred fifty seven thousand, two hundred seventy two dollars which equals (\$157,272.00) (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee 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.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. 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.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Torrance County
Name: Janice Barela
Title: County Manager
Address: P.O. Box 48, Estancia, NM 87016
Email: jbarela@tcnm.us
Telephone: 505-544-4703

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: Torrance County
Name: Amanda Lujan
Title: Grants Administrator
Address: P.O. Box 48, Estancia, NM 87016,
Email: alujan@tcnm.us
Telephone: 505-544-4309

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Aging and Long-Term Services Department
Name: Monica Cordova/Elizabeth Chavez
Title: Project Coordinator/Capital Outlay Bureau Chief
Address: 2550 Cerrillos Road, Santa Fe, NM 87505
Email: monica.cordova@altsd.nm.gov / elizabeth.chavez@altsd.nm.gov
Telephone: 505-709-7982 / 505-365-3804

The Grantee and the Department agree that either 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 IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2026, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended, and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date 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 referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee 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 Department and be signed by the Grantee. 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, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds.

The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department 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.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing 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 or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee 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, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee 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 herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

- (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee 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 Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has 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 to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees 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, during their 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 or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, 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 Grantee shall require certifying language prohibiting lobbying to be included in the

award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee 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 budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties 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 that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Torrance County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Torrance County’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Torrance County or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Torrance County or the Department.”

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination 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 an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Torrance County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Torrance County] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;

2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: _____

Its: Cabinet Secretary or Designee

Date

MONTHLY REPORT ☐ PROJECT TITLE: _____ PAY REQUEST NO. _____
(Due on the last day of the month)

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

**OPTIONAL ATTACHMENT A
SPECIAL CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, Torrance County.

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the Torrance County's 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

SCOPE OF WORK

PROJECT DESCRIPTION FORM

(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:** Torrance County
2. **Project Title:** Mountainair Senior CTR – REN
3. **Grant Agreement Number:** A22-G5360

4. Background Narrative:

Torrance County Department Heads and Elected Officials were invited to request new projects or update projects listed on the FY2022-FY2026 ICIP. The Torrance County ICIP Work Group held two meetings to review all proposed projects to assess feasibility, identify potential funding sources, and develop recommendations for the Board of County Commissioners (BOCC). The Grants to voice comments and concerns regarding the capital projects during two regularly scheduled BOCC meetings. Meetings announcements and agenda were posted on the Torrance County website (<http://torrancecountynm.org>). During the meetings, the Grants Manager presented PowerPoint summaries, and the BOCC lead discussions regarding the projects. The first meeting was held on August 25, 2021. The second meeting was held on September 8, 2021. During the September meeting, the BOCC prioritized the projects and adopted the final ICIP as settled upon during the meeting with Resolution 2021-35.

In 2019 per the ACS, 34.9% of residents were over 60 years of age and 10.2% of residents age 65+ were impoverished. We must be responsive to this growth to adequately serve older residents. In addition, food insecurity is a problem countywide, due to few food outlets and the absence of public transportation. We seek to meet the nutritional issues/food insecurity of the growing population of older persons throughout Torrance County and to improve their quality of life providing them safe areas to meet for meals and socialization. Torrance County in collaboration with Presbyterian Medical Services (PMS), which operates the senior centers in Torrance County, has identified projects to improve the quality of life and safety of our senior citizens and their families. Updated facilities will enhance the effectiveness of services and solve safety concerns.

5. Work Plan:

Torrance County will plan, renovate, repair/construct, and equip the Mountainair Senior Center. Identify remaining renovation projects with contractor from previous ALTSD funding. Projects may include When each section is completed the Project Manager will be completed and a site visit conducted. Renovations may include the following in this anticipated order of completion: 1) replace subfloor and carpeting, 2) install new electrical distribution systems, 3) repair interior walls, 4) repair ceilings, 5) install carport, 6) install a photovoltaic system, 7) install a split HVAC system in the shuffleboard court, and 8) resurface parking lot.

6. Budget Detail:

Project Cost Activities <i>(These are only examples. Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer		
Construction		
Renovation		158,861.00
Improvements for Code Compliance		
Equipment <i>*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.</i>		
Meals Equipment <i>*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.</i>		
Vehicle Purchase		
Other Costs (specify)		
Art in Public Places		
AIPP (if applicable)		1589.00
Totals		157,272.00

7. Performance Measures:

Meeting and tour of facilities with contractor and Facilities Manager to identify remaining renovations needed, after which a project estimate and order of completion will be submitted to the Manager for approval. Renovations will commence in the order recommended by the contractor and Facilities Manager. When each section is completed the Project Manager will be completed and a site visit conducted. Renovations may include the following in this anticipated order of completion: 1) replace subfloor and carpeting, 2) install new electrical distribution systems, 3) repair interior walls, 4) repair ceilings, 5) install carport, 6) install a photovoltaic system, 7) install a split HVAC system in the shuffleboard court, 8) resurface parking lot.

- 8. Results Expected:** To complete listed building renovations to solve current safety concerns and enhance the effectiveness of senior programming of the Mountainair Senior Center

9.

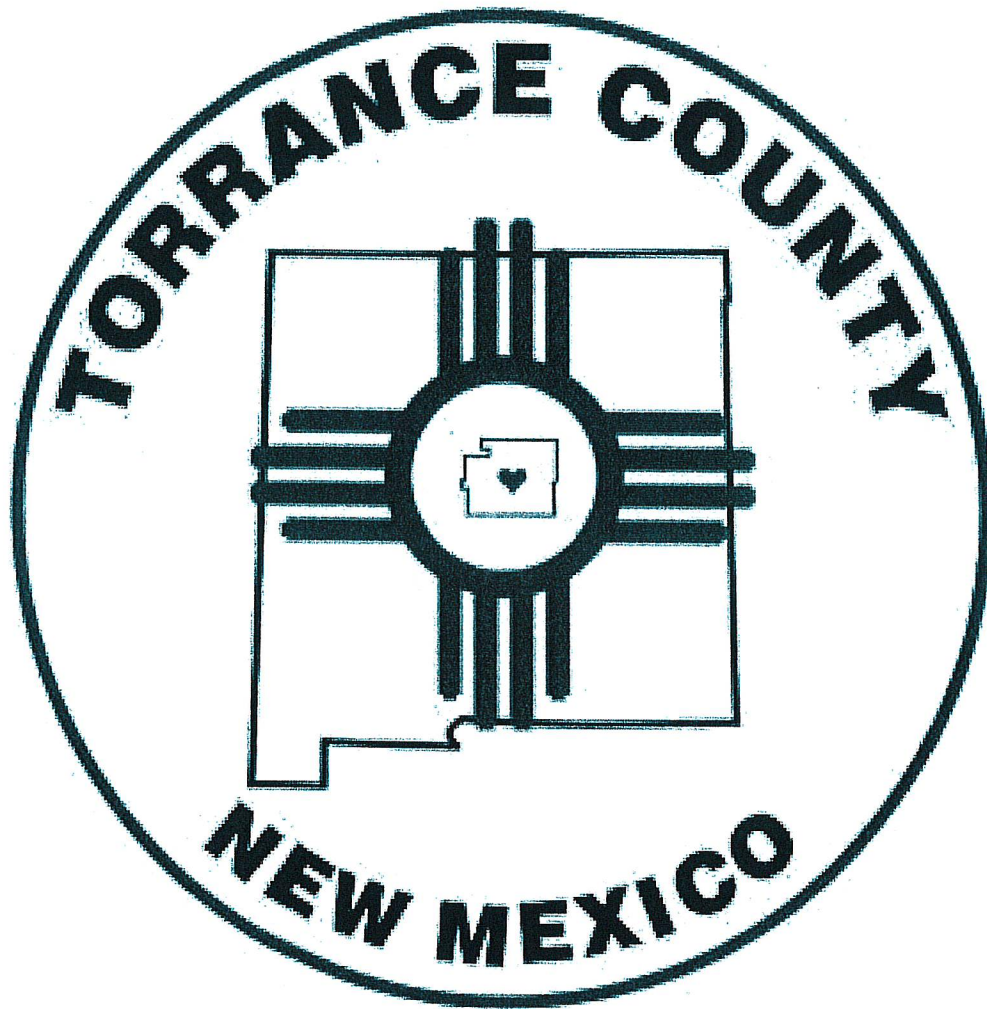
Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	
RFP/Quotes Secured	January 2024
Bid Closing	January 2024
Bid Award to Contractor/Vendor	March 2024
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	April 2024 – April 2026
Replace Subfloor and Carpeting	August 2024
Install new electrical distribution system	November 2025
Repair Interior Walls	January 2026
Repair Ceilings	March 2026
Install Carport	February 2026
Install split HVAC in shuffleboard court	April 2026
Code Compliance projects	
Vehicles – Purchase and Equip	
Project Completion & Review	April -June 2026
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	December 2023 -June 2026

10. Responsible Staff (include Project Manager and Fiscal Contact):

Name: Amanda Lujan
 Title: Grants Administrator
 Email: alujan@tcnm.us
 Phone: 505-544-4309

Name: Joanna Romero
 Title: Assistant Finance Director
 Address: PO BOX 48, 205 S Ninth Street, Estancia, New Mexico 87016
 Email: jromero@tcnm.us
 Phone: 505-544-4721

NOTICE: The Grant Application, if approved for funding by the Aging and Long-Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.



*Agenda Item
No. 12-S*

RECIPIENT:**Torrance County**APPROPRIATION NUMBER:TOTAL ALLOCATION
AMOUNT:REVERSION DATE:**22-ZG1016-65-2****\$93,750.00****June 30, 2024**ALLOCATION PURPOSE

Ninety-three thousand seven hundred fifty dollars and zero cents over three years to be utilized for recruitment and retention stipends. The second allocations will be disbursed within 5 business days of execution of this agreement.

ALLOCATION DISBURSEMENT

The remaining allocation amount, after receiving the first-year allocation in fiscal year 2023, will be disbursed as follows. The second-year allocated funds will be disbursed up to \$37,500 in fiscal year 2024, and the third-year allocated funds will be disbursed up to \$18,750 in fiscal year 2025. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement.

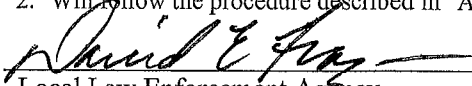
Funds for the second disbursement must be expended by June 30, 2024; and the third disbursement will be made in August 2024 to be expended by June 30, 2025. Any amount not expended in each of the remaining two years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Report, providing updates on expenditures for recruitment and retentions stipends.

CERTIFICATION

I hereby certify that **Torrance County**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.


Local Law Enforcement Agency12/01/2023
Date_____
Authorized Local Governing Body Authority_____
DateAPPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for the second-year disbursement for appropriation number 22-ZG1016-65-2 in the amount of \$37,500.00.

Local Government Director_____
Date

REIMBURSING AGENCY: Department of Finance and AdministrationBusiness Unit: 341

STATE OF NEW MEXICO
Law Enforcement Recruitment and Retention
Report Form
Exhibit A

Allocation Recipient:				
Appropriation Number:				
Fiscal Year	2024			
Quarter (please select)	September <input type="checkbox"/>	December <input type="checkbox"/>	March <input type="checkbox"/>	June <input type="checkbox"/>

# Of Officers <u>Recruited</u> this Quarter:	Total Amount of <u>Recruitment</u> Stipend:

# Of Officers <u>Retained</u> this Quarter:	Total Amount of <u>Retention</u> Stipends:

Narrative: (Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)

Completed by _____

Recruitment and retention stipends may be distributed to:

- A. a person who is not certified as a law enforcement officer pursuant to the Law Enforcement Training Act upon employment with a law enforcement agency; provided that the recipient successfully obtains such certification;
- B. a person who is certified as a law enforcement officer pursuant to the Law Enforcement Training Act upon employment with a law enforcement agency; provided that the recipient remains employed with that agency for three months; and
- C. a person who is certified as a law enforcement officer pursuant to the Law Enforcement Training Act currently employed by a law enforcement agency; provided that the law enforcement officer remains employed with that law enforcement officer's current agency for one additional year.



Agenda Item
No. 12-T

Make all checks payable to DT AUTOMOTIVE / BOE DAVIS
P.O. BOX 1890 MORIARTY, NM 87035
Thank you for your business!

E_JULY_2018

TORRANCE COUNTY SHERIFF'S OFFI

REPORTING DEPARTMENT

STATE OF NEW MEXICO
UNIFORM CRASH REPORT

710747945

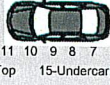
<input type="checkbox"/> Private Property	<input type="checkbox"/> Fatal	Property Damage	<input type="checkbox"/> Under \$500	<input checked="" type="checkbox"/> Hit-and-Run	Case Number: 23100095	CAD Num:
<input type="checkbox"/> Secondary Crash	<input type="checkbox"/> Injury	Only <input checked="" type="checkbox"/> \$500 or More		<input type="checkbox"/> School Bus Directly Involved	Agency: 1031 - TORRANCE COUNTY SHERIFFS DEPARTMENT	
<input type="checkbox"/> School Bus Indirectly Involved				<input type="checkbox"/> Commercial Vehicle Involved		
Crash Date 10/22/2023	Crash Time 1612	City Occurred In NOT IN CITY			County TORRANCE	
Day of Week SUNDAY	Occurred On: (Route No. or Name) HIGHWAY 55				At Intersection With:	
Other Location	Measurement 1.00 MI	Direction EAST	Permanent Landmark - County Line - Intersection - Milepost HIGHWAY 337			Lat:
						Long:
Crash Occurred ON ROADWAY		First Harmful Event COLLISION W/MOTOR VEHICLE		Manner of Impact SIDESWIPE		Manner of Crash FROM OPPOSITE DIRECTION
<input type="checkbox"/> Work Zone-Construction	Tribal Land?	Analysis Code			Location of First Harmful Event	
<input type="checkbox"/> Work Zone-Maintenance	NO	MV IN TRANSPORT			ON ROADWAY	
<input type="checkbox"/> Work Zone-Utility						

TRAFFIC UNIT 01

VEHICLE NO. HEADED	MV Type 01	Direction W	On: HIGHWAY 55	Left Scene of Crash? YES	Posted Speed 55	Safe Speed 55
Driver's Last Name WHITSON		Driver's First Name CHAD		Driver's Middle Name ALBERT		
Driver's Street Address 1315 BROADVIEW LOOP NW		City LOS LUNAS		State NM	Zip Code 87031-8360	Phone
Date of Birth 04/23/1979	Driver's License Number 506182701	State NM	Type D	CDL	Status V	Restrictions NONE(
				Endorsements W	Expires 05/30/2030	Occupation SHERIFF DEPUTY
Incident Responder			# of Occupants 1	Seat Pos LF	Age 44	Sex M
					Race C	Injury Code O
					OP Code 6	OP Used YES
					Airbag Deploy N	Ejected N
					EMS Number	Med Trans NT

Supplemental Occupant Information

Vehicle Information

Year 2019	Vehicle Make CHEVROLET	Vehicle Model TAHOE	Color WHI	Veh Use1	Veh Use2 G	Veh Use3	Veh. Towed? NO	Veh. Disabled? NO
Body Style SV	Cargo Body Type	Lic. Year 2099	State NM	License Plate Number 06836G	VIN 1GNSKDEC1KR343290			Damage Severity SLIGHT
Towed By				Towed To			Extent MINOR	12  6
							11 10 9 8 7	14-Top 15-Undercarriage
							10	
Gross Vehicle/Comb Weight Rating	HazMat Placard? (Cargo Only)	HazMat Released (Cargo Only)	Hazmat Placard 4-digit OR Hazmat Name			AND	1-digit #	DOT #
State #		Number of Axles	Carrier Type Code					
Carrier's Name		Street Address			Carrier City		State	Carrier's Zip
Owner's Last Name		Owner's First Name		Owner's Middle Name		Owner's Company Name TORRANCE COUNTY		
Street Address PO BOX 48		Owner's City ESTANCIA			State NM	Owner Zip 87016	Owner's Phone	
Insured By: (Name of Company) SELF INSURED		Policy Number		Trailer or Towed Vehicles (1)	Type	Year	Make	Lic Year
								Lic State
								License Num
Trailer or Towed Vehicles (2)	Type	Year	Make	Lic Year	Lic State	License Num	Trailer or Towed Vehicles (3)	Type

Condition Information

Lighting DAYLIGHT		Weather CLEAR		Intersection Type NOT AN INTERSECTION		Relation To Junction THROUGH ROADWAY		
Work Zone Location			Work Zone Type		Workers Present		Law Enforcement Present	
Road Character STRAIGHT	Road Grade UPHILL	Road Condition DRY		Road Surface PAVED CENTER AND EDGE LINE		Traffic Control NO CONTROLS		
Road Lanes 2 LANES		Road Design Div NO SHOULDER		Road Design FULL ACCESS CONTROL (E.G. HIGHWAY OR INTERSTATE)				
APPARENT CONTRIBUTING FACTORS				DRIVER'S ACTIONS		SEQUENCE OF EVENTS		
DRIVER INATTENTION				GOING STRAIGHT		FIRST EVENT MVT		
						SECOND EVENT		
						THIRD EVENT		
						FOURTH EVENT		
						MHE MVT		
DRIVER/PEDESTRIAN/PEDALCYCLIST SOBRIETY			DRIVER/PED/PEDALCYCLIST PHYSICAL CONDITION			PEDESTRIAN/PEDALCYCLIST ACTION		
HAD NOT CONSUMED ALCOHOL			NO APP. DEFECTS			<input type="checkbox"/> At Intersection <input type="checkbox"/> Not at Intersection		
						Actions Prior to Crash		
						Actions at Time of Crash		
Breath Test Results		Driver Physical Condition - Other				Location at Time of Crash		

TRAFFIC UNIT 02

VEHICLE NO. HEADED 02		MV Type IN TRANSPORT		Direction E		On: HIGHWAY 55		Left Scene of Crash? YES		Posted Speed 55		Safe Speed 55					
Driver's Last Name				Driver's First Name				Driver's Middle Name									
Driver's Street Address				City				State		Zip Code		Phone					
Date of Birth	Driver's License Number		State	Type	CDL	Status	Restrictions	Endorsements	Expires	Interlock	Occupation						
Incident Responder						# of Occupants 1	Seat Pos LF	Age	Sex	Race	Injury Code	OP Code	OP Used	Airbag Deploy	Ejected	EMS Number	Med Trans

Supplemental Occupant Information**Vehicle Information**

Year	Vehicle Make		Vehicle Model		Color BLU	Veh Use1	Veh Use2 P	Veh Use3	Veh. Towed?		Veh. Disabled?	
Body Style PK	Cargo Body Type	Lic. Year	State	License Plate Number		VIN		Damage Severity		Extent		
Towed By				Towed To								
Gross Vehicle/Comb Weight Rating		HazMat Placard? (Cargo Only)		HazMat Released (Cargo Only)		Hazmat Placard 4-digit OR Hazmat Name AND 1-digit #				DOT #		
State #		Number of Axles		Carrier Type Code								
Carrier's Name			Street Address			Carrier City			State	Carrier's Zip		
Owner's Last Name			Owner's First Name			Owner's Middle Name			Owner's Company Name			
Street Address			Owner's City			State	Owner Zip		Owner's Phone			

Insured By: (Name of Company)					Policy Number		Trailer or Towed Vehicles (1)	Type	Year	Make	Lic Year	Lic State	License Num
Trailer or Towed Vehicles (2)	Type	Year	Make	Lic Year	Lic State	License Num	Trailer or Towed Vehicles (3)	Type	Year	Make	Lic Year	Lic State	License Num

Condition Information

Lighting DAYLIGHT		Weather CLEAR		Intersection Type NOT AN INTERSECTION		Relation To Junction THROUGH ROADWAY	
Work Zone Location			Work Zone Type			Workers Present	
Road Character STRAIGHT	Road Grade DOWNHILL	Road Condition DRY		Road Surface PAVED CENTER AND EDGE LINE		Traffic Control NO CONTROLS	
Road Lanes 2 LANES		Road Design Div NO SHOULDER		Road Design FULL ACCESS CONTROL (E.G. HIGHWAY OR INTERSTATE)			

APPARENT CONTRIBUTING FACTORS		DRIVER'S ACTIONS		SEQUENCE OF EVENTS	
DRIVER INATTENTION, FAILED TO YIELD-POLICE VEHICLE(S)		GOING STRAIGHT		FIRST EVENT MVT	
				SECOND EVENT	
				THIRD EVENT	
				FOURTH EVENT	
				MHE MVT	
DRIVER/PEDESTRIAN/PEDALCYCLIST SOBRIETY		DRIVER/PED/PEDALCYCLIST PHYSICAL CONDITION		PEDESTRIAN/PEDALCYCLIST ACTION	
HAD NOT CONSUMED ALCOHOL		NO APP. DEFECTS		<input type="checkbox"/> At Intersection <input type="checkbox"/> Not at Intersection	
				Actions Prior to Crash	
				Actions at Time of Crash	
Breath Test Results		Driver Physical Condition - Other		Location at Time of Crash	

NARRATIVE

ASSIGNMENT:

ON SUNDAY, OCTOBER 22, 2023, AT ABOUT 1612 HOURS, I WAS NOTIFIED BY LT. BALLARD OF A FLEET CRASH INVOLVING DEPUTY WHITSON AND TO CONTACT HIM IN REFERENCE TO THE CRASH. I SPOKE WITH DEPUTY WHITSON AND HE ADVISED THAT HE WAS ON HIGHWAY 55 HEADED TO 515 LA MIGA CANYON IN REFERENCE TO AN UNCONSCIOUS NOT BREATHING MALE.

SCENE:

A WHITE-COLORED SHERIFF'S DEPARTMENT PATROL VEHICLE HAD LEFT THE SCENE OF THE CRASH AND RESPONDED TO THE MEDICAL CALL. UPON CHECKING THE VEHICLE I NOTICED MINOR DAMAGE TO ITS DRIVER'S SIDE MIRROR. I ALSO NOTICED SCRATCHES ON THE DRIVER'S WINDOW WHERE THE MIRROR HOUSING IMPACTED THE WINDOW BEFORE FALLING OFF THE VEHICLE.

THE SECOND VEHICLE HAD ALSO LEFT THE SCENE AND WAS DESCRIBED BY DEPUTY WHITSON AS A BLUE IN COLOR TRUCK.

DRIVING IN THE AREA OF THE ALLEGED CRASH SCENE WHICH WAS ADVISED AS HIGHWAY 55 APPROXIMATELY 1 MILE WEST OF HIGHWAY 337. I WAS UNABLE TO LOCATE ANY PHYSICAL EVIDENCE ON THE ROADWAY TO PINPOINT THE LOCATION OF THE CRASH.

DRIVER:

DEPUTY WHITSON STATED THAT HE WAS HEADING WEST OF HIGHWAY 55 NEAR HIGHWAY 337 AND HE RESPONDING TO AN UNCONSCIOUS MALE NOT BREATHING. DEPUTY WHITSON STATED THAT HE WAS RUNNING CODE AND HE CAME UPON ANOTHER VEHICLE TRAVELING WEST ON HIGHWAY 55. DEPUTY WHITSON STATED THAT HE PASSED THE VEHICLE WHEN HE NOTICED ANOTHER VEHICLE TRAVELING EAST ON HIGHWAY 55. DEPUTY WHITSON STATED THAT HE WAS IN HIS TRAFFIC LANE WHEN THE EXTENDED MIRROR ON THE OTHER VEHICLE WHICH HE STATED WAS A BLUE FORD TRUCK STRUCK HIS DRIVER'S SIDE MIRROR. DEPUTY WHITSON STATED AFTER THE CRASH HE SLOWED DOWN AND LOOKED IN HIS REARVIEW MIRROR AND HE NOTICED THE OTHER TRUCK KEPT DRIVING EAST ON HIGHWAY 55 AND DID NOT STOP. DEPUTY WHITSON STATED THAT HE CONTINUED ON THE CALL. DEPUTY WHITSON ALSO STATED THAT HE ATTEMPTED TO CONTACT LT BALLARD AND HAD NEGATIVE CONTACT. DEPUTY WHITSON ALSO STATED THAT HE ATTEMPTED TO CONTACT UNDERSHERIFF REYNOLDS WITH ALSO NEGATIVE CONTACT. DEPUTY WHITSON STATED THAT HE WAS ABLE TO CONTACT SGT. DURAN AND ADVISED HIM OF THE INCIDENT.

DRIVER:

LEFT THE SCENE

WITNESS:

NONE OF BOTH DRIVERS LEFT THE AREA.

INVESTIGATION:

HIGHWAY 55 IS A PAVED 2-LINED ROADWAY WITH STRIPPING. THERE IS ONE TRAFFIC LANE IN EACH DIRECTION. THE TRAFFIC LANES RUN EAST AND WEST AND HAVE A CENTER-PAINTED STRIP. THE SPEED LIMIT FOR THE AREA IS 55 MILES AN HOUR. THE ROADWAY IS UNEVEN AND HAS NUMEROUS DEFECTS.

THIS INVESTIGATION IS BASED ON DEPUTY WHITSON'S STATEMENT THAT THE OTHER DRIVER HAS NOT BEEN LOCATED BOTH VEHICLES WERE TRAVELING ON HIGHWAY 55 IN OPPOSITE DIRECTIONS APPROXIMATELY 1 MILE EAST ON HIGHWAY 337. DEPUTY WHITSON STATED THAT HE WAS IN HIS TRAFFIC LANE AND RESPONDED CODE WHEN THE OTHER TRUCK MIRROR STRUCK HIS DRIVER'S SIDE MIRROR CAUSING THE DAMAGE. DEPUTY WHITSON STATED THAT HE SLOWED DOWN TO SEE IF THE OTHER VEHICLE WOULD STOP BUT THE OTHER VEHICLE CONTINUED ON ITS WAY.

WHILE CHECKING HIGHWAY 55 I MEASURED THE WIDTH OF THE ROADWAY AND EACH LANE WAS 11 FEET. UPON CHECKING THE DAMAGED MIRROR, I NOTICED NO ADDITIONAL DAMAGE TO THE AREA WHERE THE MIRROR IS ATTACHED TO THE DOOR. AFTER THE MIRROR WAS STRUCK IT TRAVELED INWARDS AND STRUCK THE DRIVER'S WINDOW AND THE SECTION DIRECTLY BELOW THE IMPACT. WITH NO FURTHER DAMAGE NOTED IT WOULD INDICATE THAT THE TIPS OF BOTH MIRRORS ARE THE ONLY CONTACT POINT. THAT WAS ALSO INDICATING THAT BOTH DRIVERS WERE TRAVELING NEXT TO THE CENTER DOUBLE YELLOW STRIP.

THIS CRASH WAS UNABLE TO BE INVESTIGATED COMPLETELY DUE TO THE FACT THE SECOND DRIVER HAD NOT COME FORWARD TO REPORT ANY DAMAGE TO HIS VEHICLE. THE CRASH SCENE WAS NOT LOCATED.

DETERMINATION OF CAUSE:

THIS WAS A PREVENTABLE CRASH THAT WAS APPARENTLY THE RESULT OF DRIVER INATTENTION AND FAILURE TO YIELD TO THE UNKNOWN DRIVER.

ENFORCEMENT ACTION:

NONE AT THIS TIME

-END OF REPORT-


REPORT COMPLETED BY:

TRAFFIC UNIT

DEPUTY E.R.YOUNG

TORRANCE COUNTY SHERIFF'S OFFICE #257

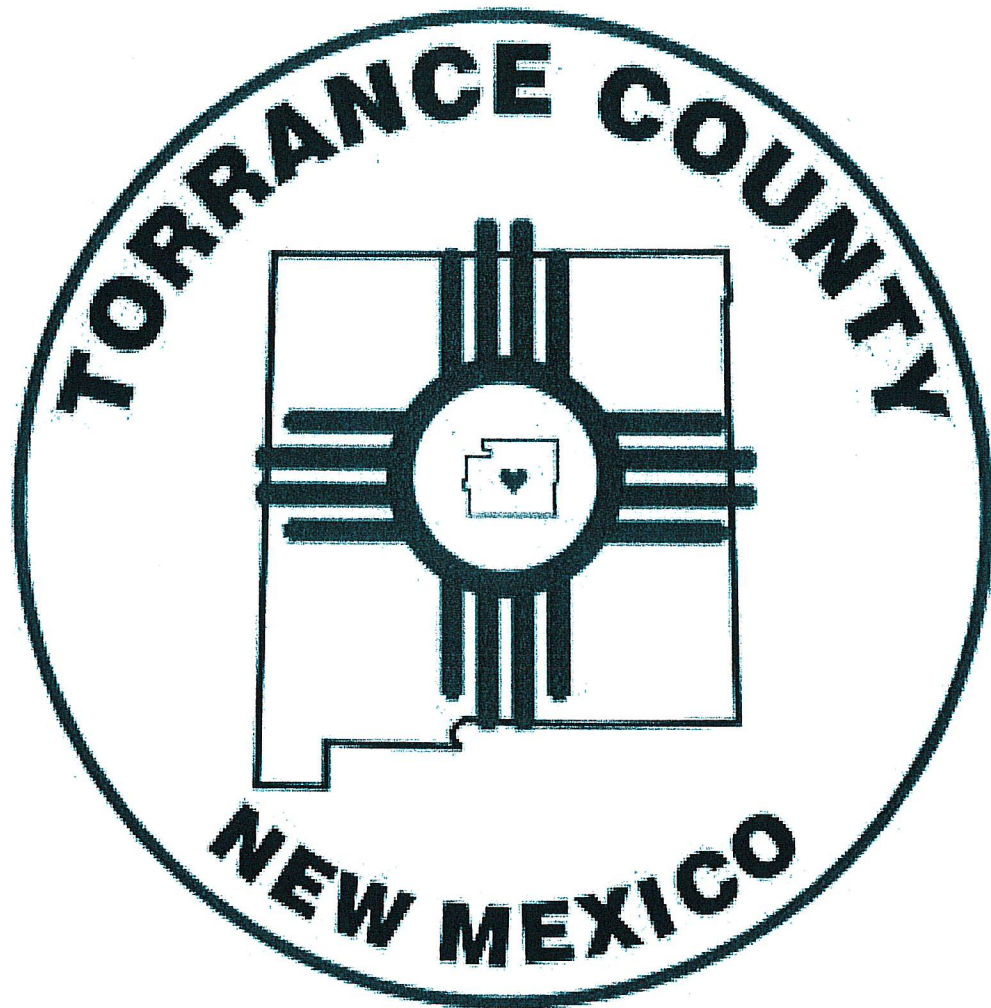
Crash Report Number: 710747945	STATE OF NEW MEXICO UNIFORM CRASH REPORT NM STATUTE 66-7-209 NMDOT COPY	Sheet 4 Of 6
Case Number: 23100095		

VIOLATION 01						
VEH NO.	Last Name	First Name	Middle Name	Violation (Common Name)	Action	
CONCLUSION						
Time Notified 1612	Time Arrived 1612	Notified By LT BLLARD		Supervisor at Scene NONE		
Time Roadway Cleared 1834	Time Incident Cleared 1834	Checked By				
Officer's Signature 		Officer's Name YOUNG, ERWIN	Rank TIU	ID Number 257	District 007	Report Date 10/22/2023

DIAGRAM

Diagram Drawn By YOUNG, ERWIN	Measurements Taken By
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DIAGRAM



Agenda Item
No. 12-U

MEMORANDUM OF UNDERSTANDING
BETWEEN
TORRANCE COUNTY SHERIFF'S OFFICE
AND
CORECIVIC OF TENNESSEE, LLC

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU" is made and entered into by and between the **TORRANCE COUNTY SHERIFF'S OFFICE** located at 903 5th St, Estancia, NM 87016 and **CORECIVIC OF TENNESSEE, LLC** ("CoreCivic"), located at, 5501 Virginia Way, Suite 110 Brentwood, Tennessee 37027, for provision of services at the **TORRANCE COUNTY DETENTION FACILITY** referred to herein as "Facility" located at 209 County Road AO49, Estancia, NM 87016. Each referred to herein as a "party" and referred to collectively as the "parties".

I. PURPOSE

This MOU is written to facilitate an agreement between the parties related the United States Department of Homeland Security Standards to Prevent, Detect, and Respond to Sexual Abuse in Confinement Facilities—6 CFR Part 115 effective March 7, 2014. It is CoreCivic's intent to partner with to fulfill certain requirements in DHS Standards relating to §115.21 Evidence Protocol and Forensic Medical Examinations, §115.22 Policies to Ensure Investigation of Allegations and Appropriate Agency Oversight and §115. 71 Criminal and Administrative Investigations

II. RESPONSIBILITIES

A. TORRANCE COUNTY DETENTION FACILITY agrees to:

1. Ensure that allegations of sexual abuse are referred to the **TORRANCE COUNTY SHERIFF'S OFFICE** for criminal investigation, unless the allegation does not involve potentially criminal behavior.
2. Ensure that internal administrative investigations do not interfere with or compromise a criminal investigation.
3. Cooperate with **TORRANCE COUNTY SHERIFF'S OFFICE** Investigators and assist the Investigators in completing the investigation.

3. Receive and forward back to the Facility any written communication from detainees alleging sexual abuse, and upon request, allow the detainee reporter to remain anonymous. Notification shall be made either by e-mail or telephone to the Facility Warden or Investigator within one (1) business day following receipt.

III. COMPENSATION

Services by the **TORRANCE COUNTY SHERIFF'S OFFICE** shall be provided at no cost to **TORRANCE COUNTY DETENTION FACILITY** or the detainees of **TORRANCE COUNTY DETENTION FACILITY**

IV. TERM AND TERMINATION

This MOU shall commence upon execution by the parties and shall terminate upon thirty (30) days' written notice by either party.

V. NOTICE

All notices, designations, consent, offers, acceptances or any other communication provided for herein required to be in writing shall be given by registered, certified mail, return receipt requested, or by personal delivery via an express letter service that provides evidence of delivery and receipt, and addressed to the parties as shown below.

CORECIVIC:

CoreCivic of Tennessee, LLC
General Counsel
5501 Virginia Way, Suite 110
Brentwood, Tennessee 37027

TORRANCE COUNTY SHERIFF'S OFFICE

903 5th St,
Estancia, NM 87016

VII. INDEMNITY

Each participating agency shall assume responsibility and liability for the acts and omissions of its own investigation, agents or employees in connection with the

performance of their official duties under this MOU. It is expressly understood and agreed that no agency or governmental entity executing this agreement in any way agree to alter or waive in whole or in part any privileges or immunities otherwise enjoyed by the agency or governmental entity executing this agreement.

IX. MODIFICATION

This MOU may be amended, changed or modified only by written MOU executed by the parties hereto. No waiver of any provision of the MOU will be valid unless in writing and signed by the party charged.

x. ENTIRE MOU

This MOU sets forth the entire understanding and MOU between the parties hereto concerning the subject matter hereof and supersedes all previous communications, negotiations and MOUs between the parties, whether oral or written, with respect to said subject matter.

Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representative to execute this MOU.

TORRANCE COUNTY SHERIFF'S OFFICE:

BY: _____

NAME: _____

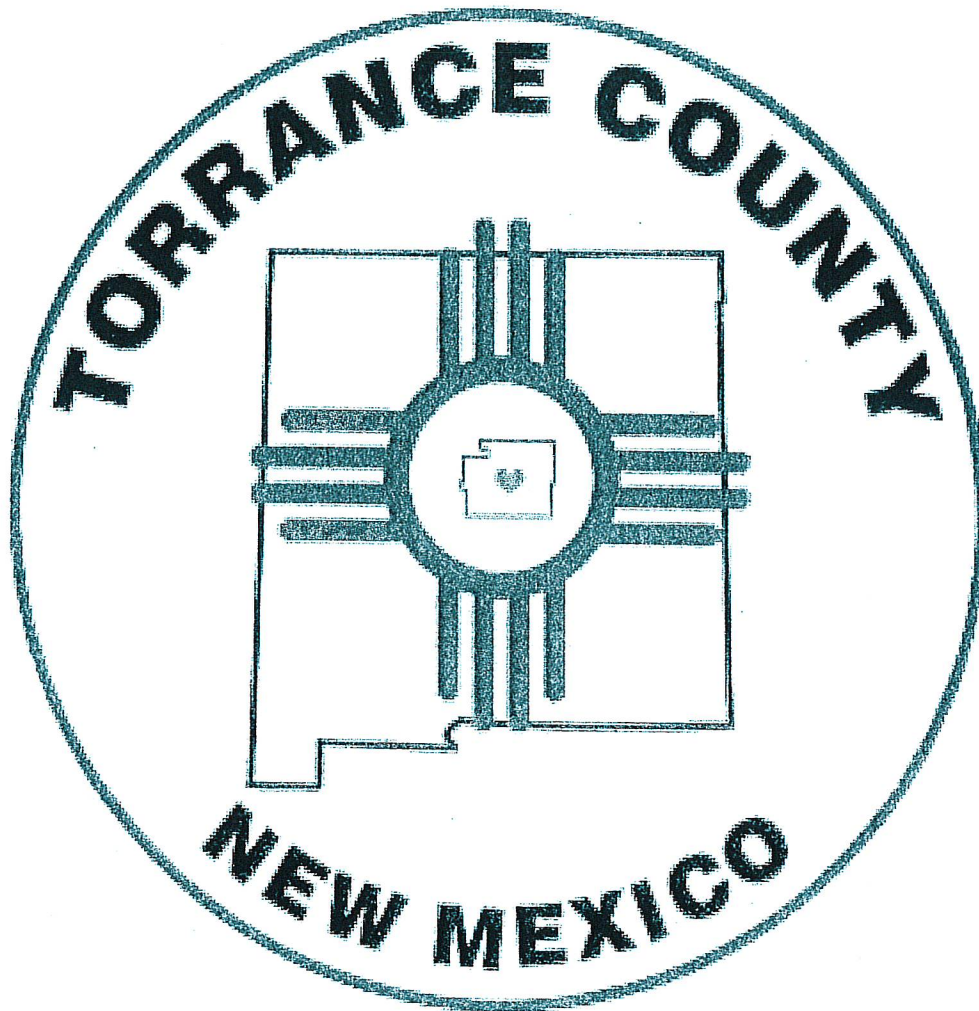
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**CORECIVIC OF TENNESSEE, LLC,
TORRANCE COUNTY DETENTION FACILITY**

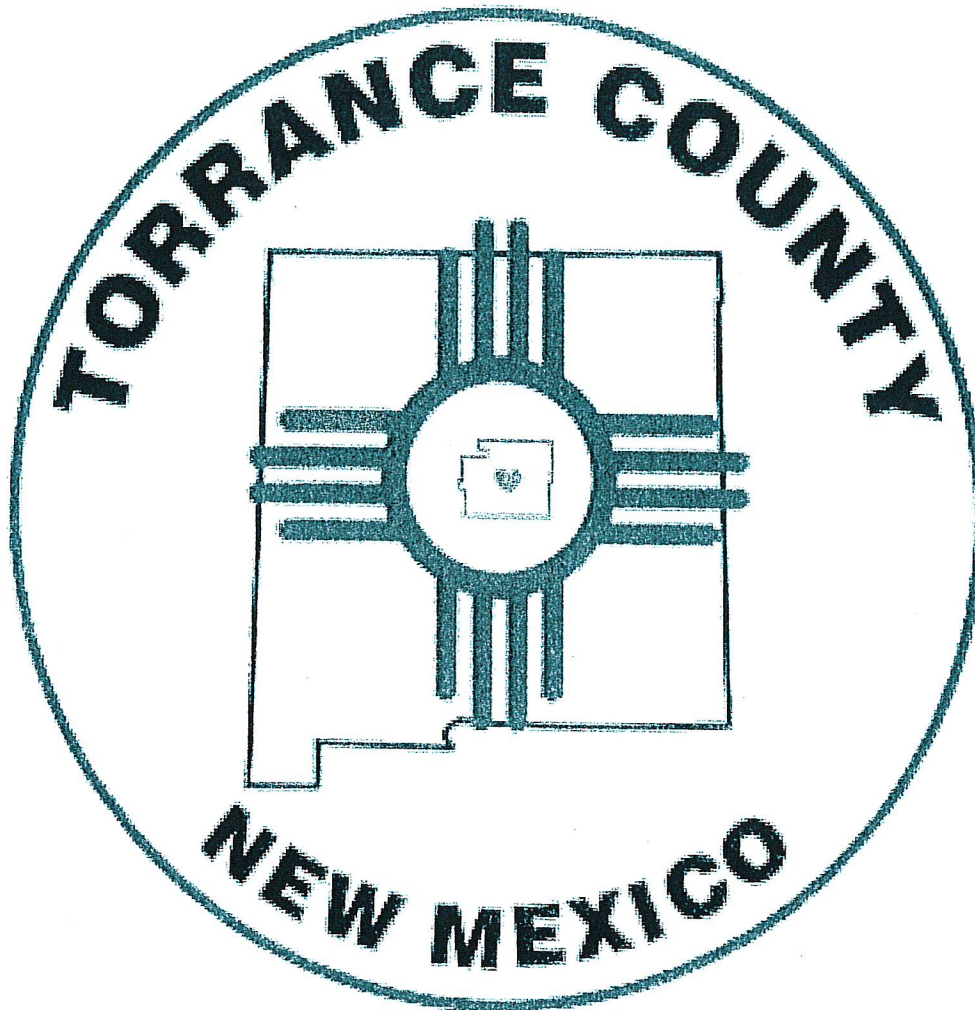
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NAME: _____

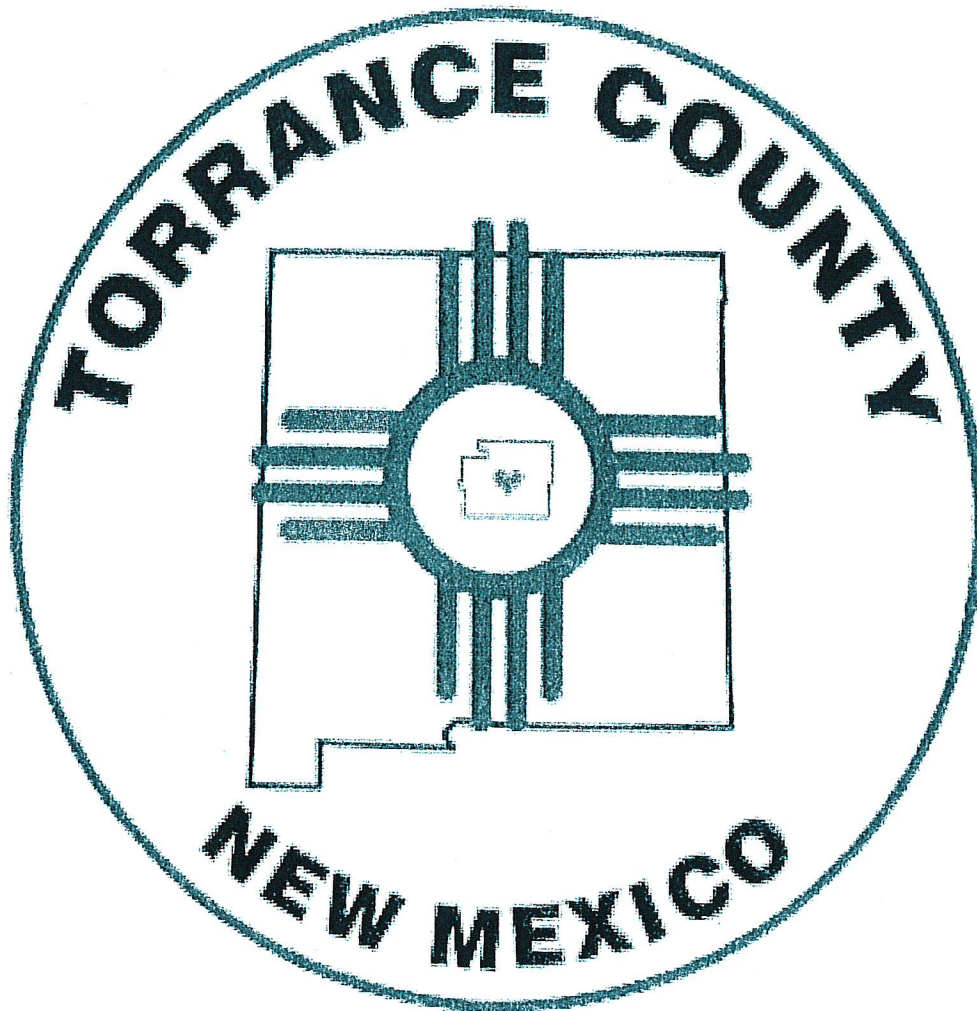
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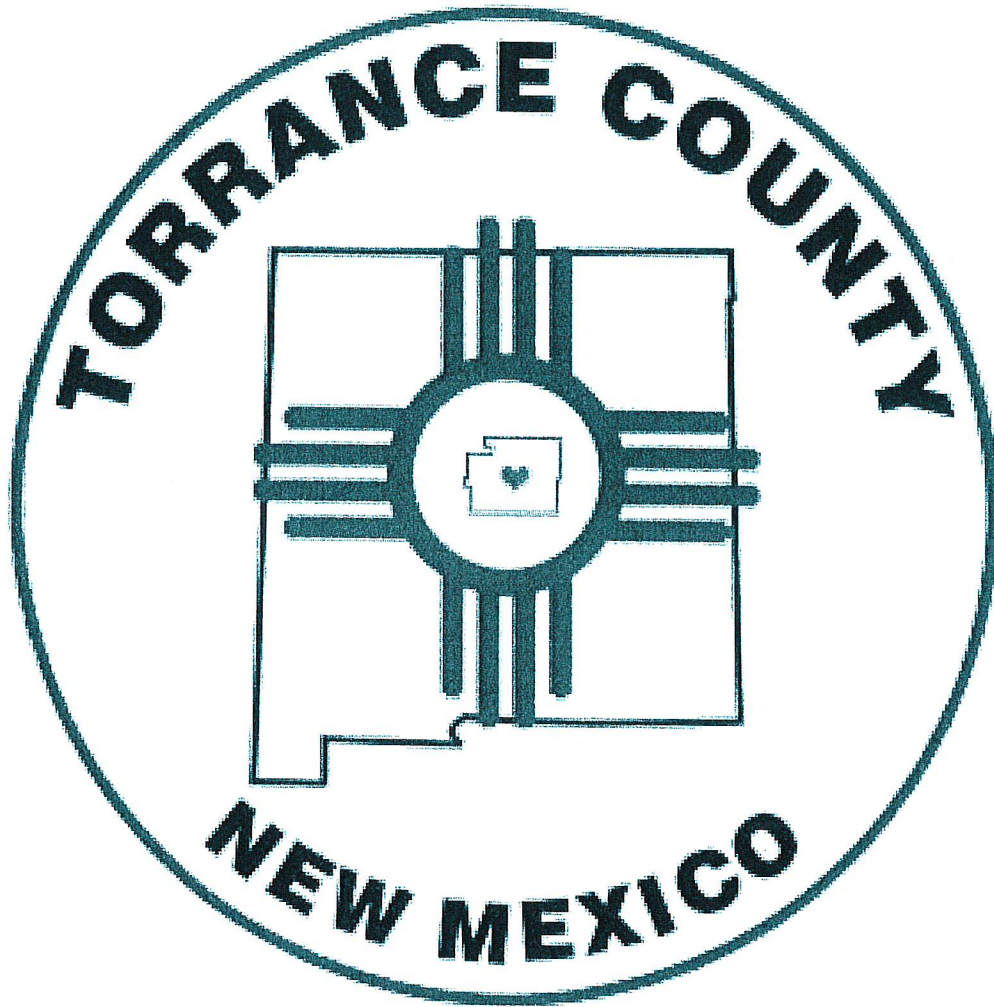
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No. 13-A*



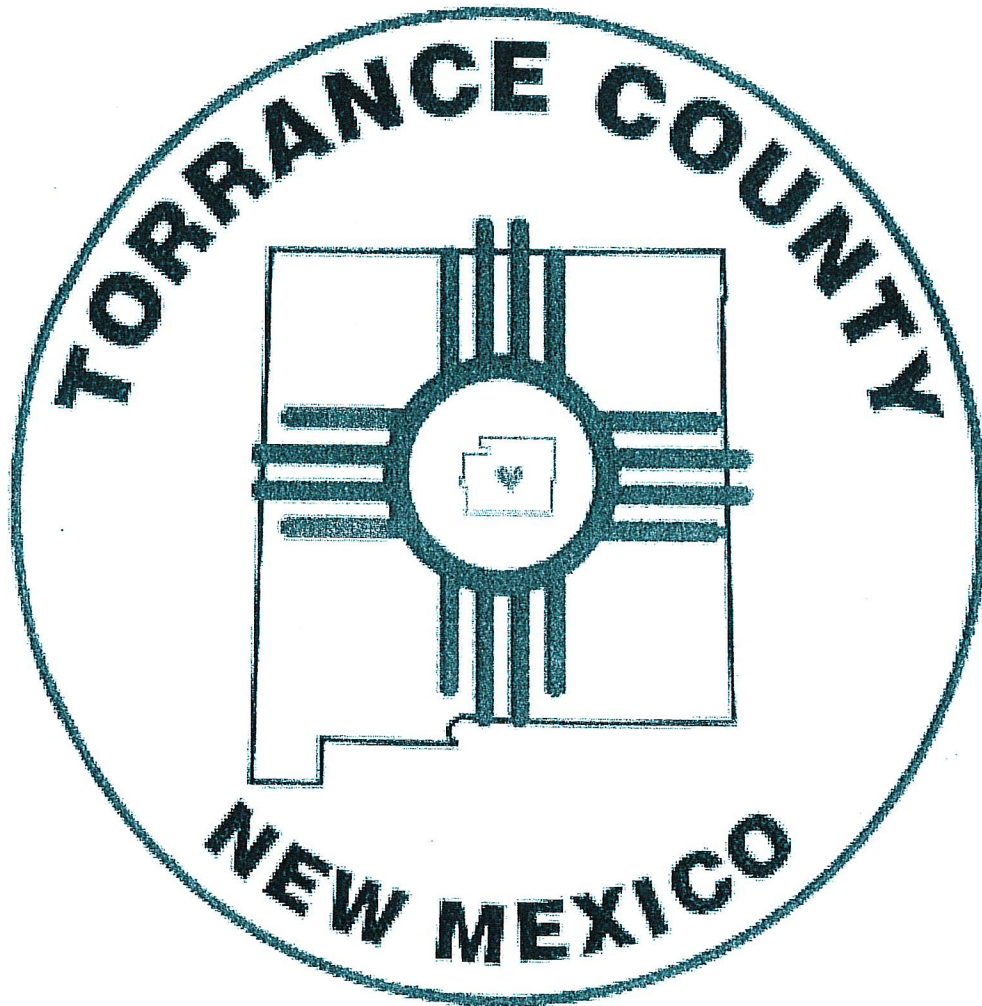
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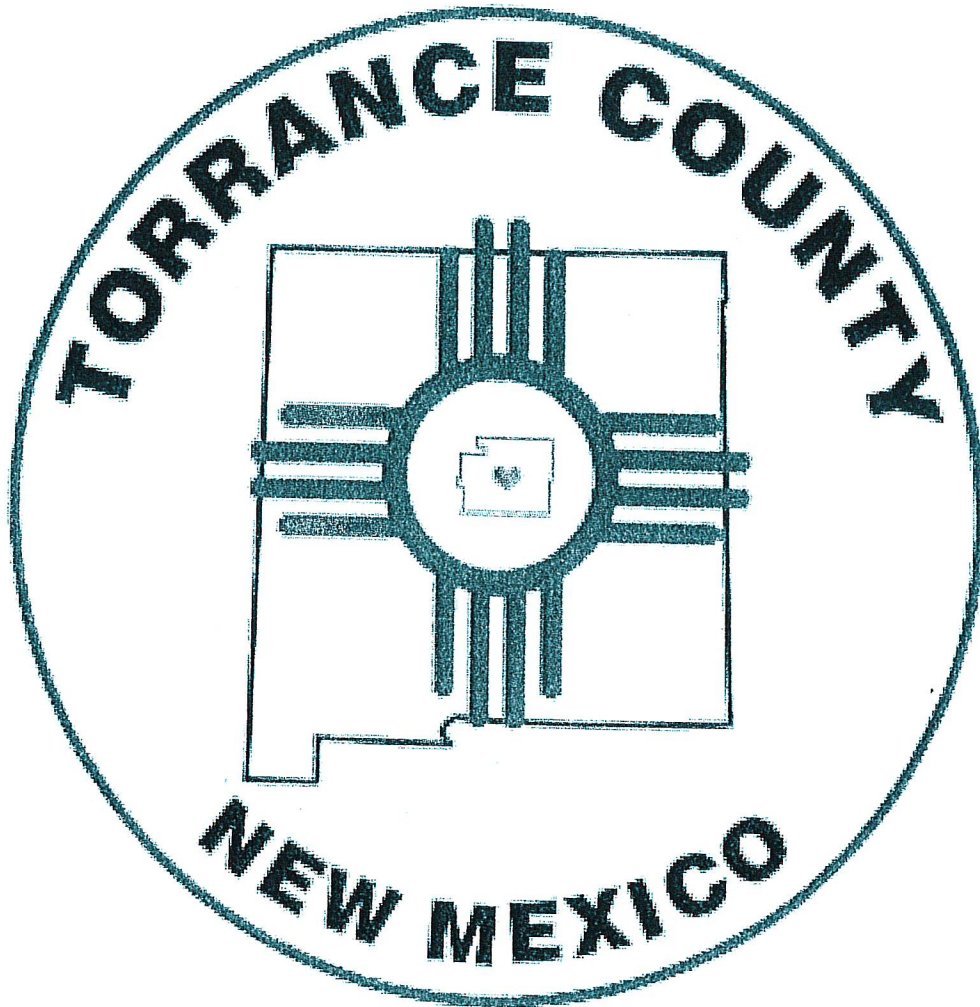
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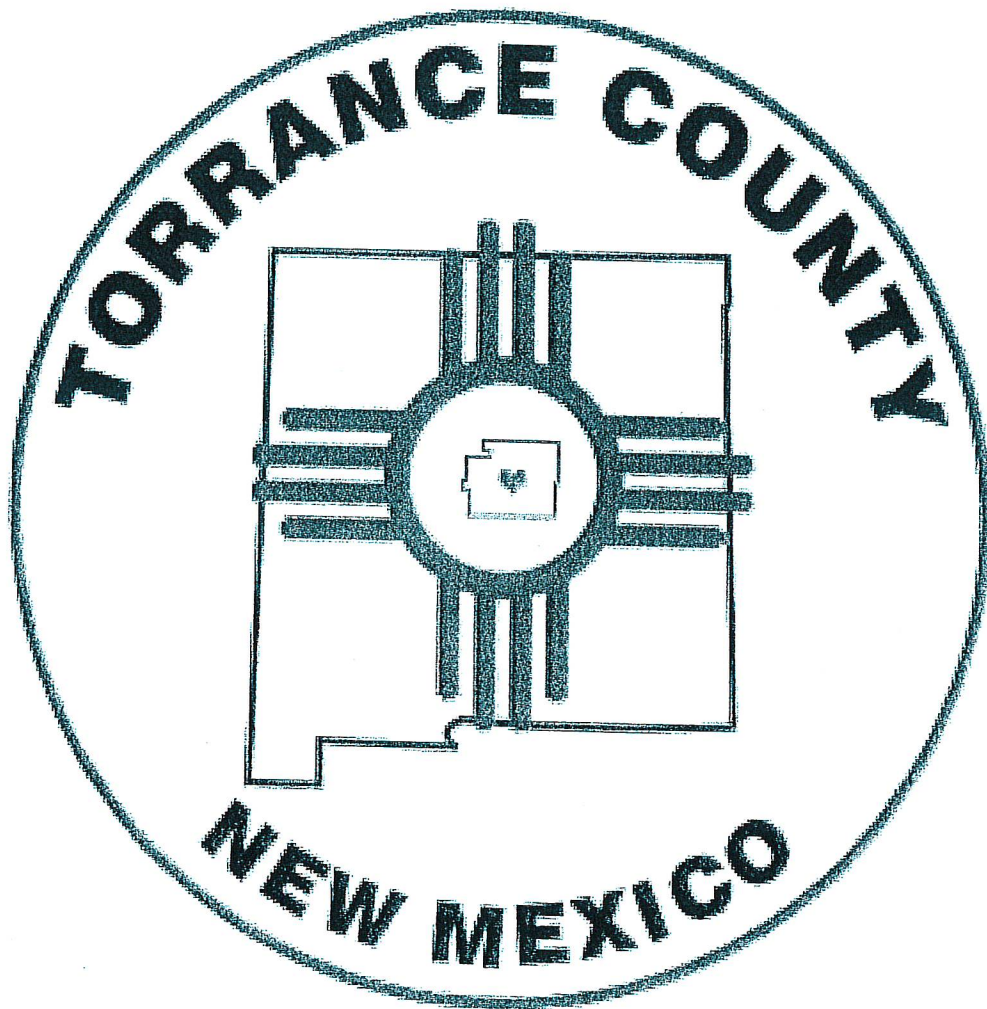
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No. 13-E*



*Agenda Item
No. 13-F*



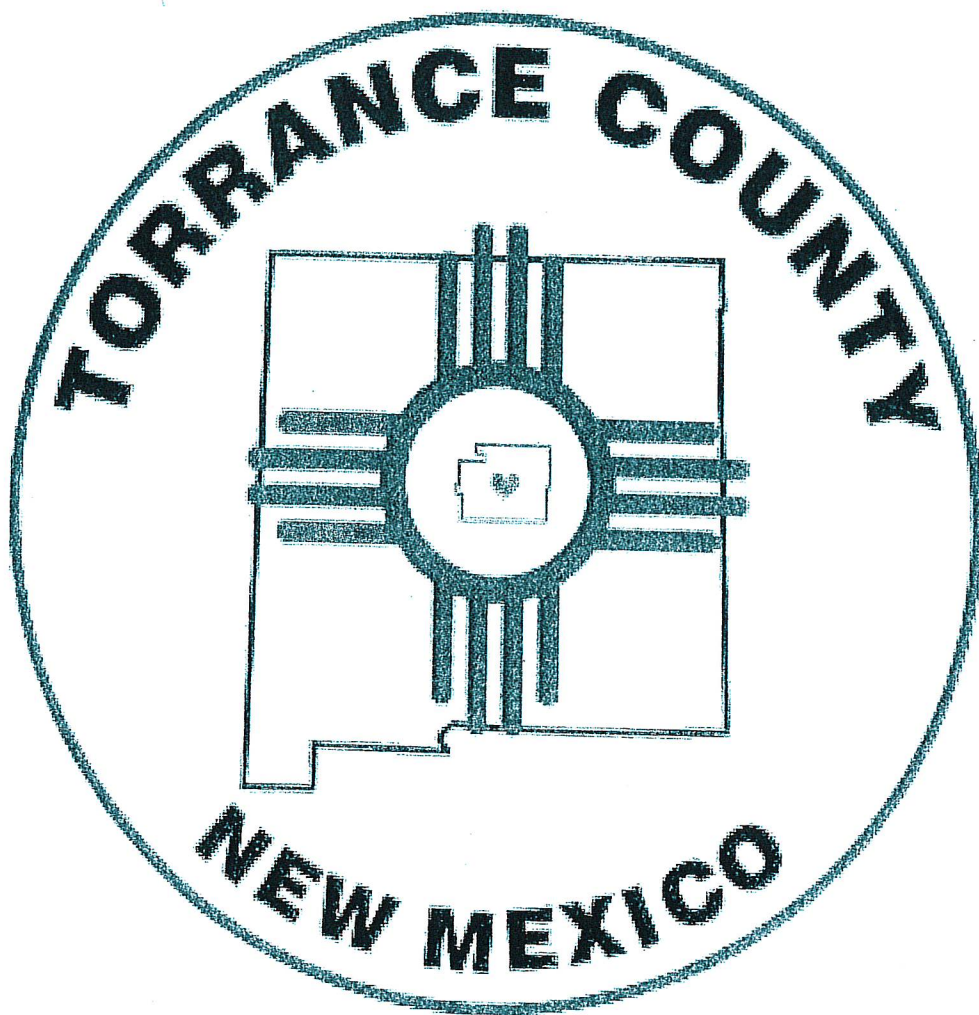
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No. 14-A*



Agenda Item
No. 15



Agenda Item
No. 16



Agenda Item
No. 17