

TORRANCE COUNTY
Commission Meeting
November 11, 2020
9:00 A.M.

For Public View Do Not Remove



# **Torrance County**

BOARD OF COUNTY COMMISSIONERS (BCC)

Kevin McCall, District 1

Ryan Schwebach, District 2

Javier Sanchez, District 3

Janice Barela, County Manager

# ADMINISTRATIVE MEETING AGENDA

Wednesday, November 11, 2020 9:00 AM

- 1. Call to Order
- 2. Invocation and Pledge of Allegiance
- 3. Changes to the Agenda
- 4. PROCLAMATIONS
  - A. **COMMISSION:** Veterans Day Proclamation.
- 5. CERTIFICATES AND AWARDS
  - **A. MANAGER:** Presentation of Memorial Plaques honoring D'Aun "Dee Dee" Sedillo Zamora.
  - B. MANAGER: Presentation of Retirement Plaques for Linda Jaramillo and Linda Kayser.
  - **C. GRANTS:** Recognition for the Torrance County Complete Count Committee.
- 6. BOARD AND COMMITTEE APPOINTMENTS
- 7. PUBLIC COMMENT and COMMUNICATIONS
- 8. APPROVAL OF MINUTES
  - **A. COMMISSION:** Motion to approve the October 14, 2020 Torrance County Board of County Commission Minutes.
- 9. APPROVAL OF CONSENT AGENDA
  - A. FINANCE: Approval of Payables.

#### 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

#### 11. ADOPTION OF RESOLUTION

**A. FINANCE:** Motion to approve Disposition of Computers and Firearms, Resolution No. 2020-\_\_\_\_\_.

#### 12. APPROVALS

- **A. SHERIFF:** Motion to submit application for Firehouse Subs to Purchase radios for the Torrance County Sheriff's office.
- **B.** SHERIFF: Motion to approve Ratification of Traffic Safety Grant Agreement between Torrance County and New Mexico Department of Transportation Safety Division.
- **C. PURCHASING**: Motion to approve Contract for Fully Insured Medical and Prescription Drug Coverage- Presbyterian Health Plan Inc.
- **D.** MANAGER: Motion to concur with the hiring of Philip Tenorio as the Torrance County Deputy County Manager at the terms and conditions set forth in the contract offered by the County Manager.
- E. CLERK: Motion to submit application for Regrant Program of the New Mexico Historical Records Advisory Board (NMHRAB) to request funding to preserve and digitize records.
- **F. CLERK:** Motion to approve Canvass of 2020 General Election Results.
- **G. HUMAN RESOURCES:** Motion to approve the 2021 Commission Meeting and Holiday Schedule.
- **H. DWI:** Motion to approve Local DWI Grant Amendment Number 1, amount includes the \$14,188.00 Reversion amount from FY2020.
- I. **PURCHASING:** Motion to approve Interlocal Contract for Cooperative Purchasing with Houston-Galveston Area Council (HGAC).

#### 13. DISCUSSION

- **A. GRANTS:** Presentation by the Complete Count Committee of iPad and anti-theft stands for use at the Estancia, Moriarty, and Mountainair senior centers.
- **B. GRANTS:** Establish schedule and process for presenting the 2022-2026 (ICIP) plans for Torrance County and its senior centers to the State Senators and Representatives representing Torrance County.

#### 14. EXECUTIVE SESSION

**A. MANAGER:** Discuss appointment of Fire Chief, closed pursuant to NMSA section 10-15-14(H)(2).

- **Announcement of the next Board of County Commissioners Meeting:** December 9, 2020 @ 9:00 AM.
- 16. SIGNING OF OFFICIAL DOCUMENTS
- 17. ADJOURN









Agenda Item No. 4-A



Agenda Item No. 5-A



Agenda Item No. 5-B



Agenda Item No. 5-C







Agenda Item No. 8-A

#### **DRAFT COPY**

# Torrance County Board of Commissioners Regular Commission Meeting October 14, 2020 9:00 AM

Commissioners Present:

RYAN SCHWEBACH – CHAIR JAVIER SANCHEZ – MEMBER KEVIN MCCALL – MEMBER

Others Present:

JANICE BARELA – COUNTY MANAGER
JOHN BUTRICK – COUNTY ATTORNEY
GENELL MORRIS – ADMINISTRATIVE ASSISTANT

1. Call Meeting to order

<u>Chairman Schwebach:</u> Calls October 14, 2020 Regular Commission Meeting to order at 9:08 AM

- 2. <u>Pledge lead by:</u> Chairman Schwebach <u>Invocation lead by:</u> Commissioner McCall
- 3. <u>Changes to the Agenda:</u> Move 12D to after Approval of Payable.
- 4. **PROCLAMATIONS** None
- 5. **CERTIFICATES AND AWARDS-** None
- 6. **BOARD AND COMMITTEE APPOINTMANTS** None
- 7. PUBLIC COMMENT and COMMUNICATIONS

<u>Linda Jaramillo – County Clerk:</u> As of today, we have received 2545 absentee application have been processed, 383 ballots have been returned. We have had 390 in person early voters. 32 individuals that have decided to vote in person and not use their absentee ballots, in order to do this, they have to sign an affidavit that they will not be voting by absentee ballots, this allows them to vote in person. Early voting in Moriarty at the Civic Center will begin Saturday October 17<sup>th</sup>, 2020 from 10 AM to 6 PM.

Absentee Ballots can be retuned to the County Clerk's office during business hours or use the Clerk's drop box at the front of the building, they can also be dropped off at the Civic Center during election hours and election day at all polling sights. We will have runner going to each location, picking up ballots as they come in. We have same day registration at the Clerk's office and Civic Center during election hours. You can request an absentee application up until October 20<sup>th</sup>, 2020. This information is in the newspaper and on the Torrance County website on the quick links of the Clerk's page.

## 8. APPROVAL OF MINUTES

A. **COMMISSION:** Motion to approve the September 10, 2020 Torrance County Board of County Commission Minutes

Chairman Schwebach: Motions to approve the September 10, 2020 Torrance

County Board of County Commission Minutes.

Commissioner McCall: Seconds the motion.

**Roll Call Vote: MOTION CARRIED** 

**B. COMMISSION:** Motion to approve the September 23, 2020 Torrance County Board of County Commission Minutes

Chairman Schwebach: Motions to approve September 23, 2020 Torrance County

**Board of County Commission Minutes** 

Commissioner McCall: Seconds the motion.

**Roll Call Vote:** MOTION CARRIED

## 9. APPROVAL OF CONSENT AGENDA

FINANCE: Approval of Payables

**Chairman Schwebach:** Motion to approve payables

<u>Commissioner McCall:</u> Seconds the motion.

**Roll Call Vote: MOTION CARRIED** 

**12.D** Clerk: Motion to approve Ratification of application for COVID-19 Election Response application and grant agreement for \$13,322.75.

<u>Chairman Schwebach:</u> Motion to approve Ratification of application for COVID-19 Election Response application and grant agreement for \$13,322.75. <u>Commissioner McCall:</u> Seconds the motion.

<u>Linda Jaramillo – County Clerk:</u> When I received this grant information/application from the Secretary of State, I gave it immediately to Cheryl, our Grant Manager, to process. This grant had a short time frame and Cheryl did a great job completing this on time.

<u>Cheryl Allen – Grant Manager:</u> This was a simple application. The reason for the ratification was the deadline was before the next commission meeting. We were awarded \$13,322.75 in 2 days. This was from a nonprofit organization The Center for Tech and Civic Life. The Center for Tech and Civic Life will provide grants to local election jurisdictions across the country to help ensure they have the staffing, training, and equipment necessary so that in November every eligible voter can participate in a safe and timely way and have their vote counted. Our county attorney John Butrick reviewed the application and asked for a change in section 8 of the agreement, "The grantee (Torrance County) cannot reduce the budget of the county clerk "election department" or fail to appropriate or provide previously budgeted funds to the election department for the term of this grant. Mr. Butrick thought this was to general and asked for us to add the words, "as a result of the grant". It was refused because they cannot amend individual grant agreements, they said we can refuse or accept. I consulted with our Finance Director Jeremy Oliver, Linda Jaramillo County Clerk and Janice Barela County Manager and we have all agreed we will be short of funds and there will not be a reason to decrease the election budget at this time. The money has to be spent by December 31<sup>st</sup>, 2020.

<u>John Butrick – County Attorney:</u> The reason for my objection is because the County Commission is in charge of the budget for the county and in my opinion, without putting that language in there it would unnecessarily/unlawfully restrict your ability to reduce the amount for the term of this grant.

**Roll Call Vote: MOTION CARRIED** 

# 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE - none

### 11. ADOPTION OF RESOLUTION

**A. FINANCE**: Motion to approve Budget Increase for Clerk Election Grant.

<u>Chairman Schwebach:</u> Motion to approve Budget Increase for Clerk Election Grant.

Commissioner McCall: Seconds the motion.

**Roll Call Vote: MOTION CARRIED** 

#### 12. APPROVALS

A. **DISPATCH:** Motion to approve funding from the Capital Outlay budget for purchase and installation of an ice shield over the emergency communications shelter on Capilla Peak.

<u>Chairman Schwebach:</u> Motion to approve funding from the Capital Outlay budget for purchase and installation of an ice shield over the emergency communications shelter on Capilla Peak.

Commissioner McCall: Seconds the motion.

Ben Daugherty- Torrance County Dispatch: We are questing approval for \$24,799.34 out of the capital outlay funds to install a protective ice shield over the emergency communications shelter on Capilla Peak. On September 8<sup>th</sup> and 9<sup>th</sup> 2020 we had an ice storm on the peak damaging the shelter, utility poles, a tower collapsed, and trees were down causing \$8,000 worth of damage, the insurance is covering this. This standing structure ice shield will protect our shelter that has expensive electronics from damage. Ice storms are new to New Mexico and none of our infrastructure is set up for it. Slide Show here to attached.

**Roll Call Vote: MOTION CARRIED** 

**B.** 9-11 Dispatch: Motion to approve the Enhanced 911 Act Program: Project No. 21-E-13, Amendment 1 increasing grant amount by \$19,613 to total award of \$207,546.

<u>Chairman Schwebach:</u> Motion to approve the Enhanced 911 Act Program: Project No. 21-E-13, Amendment 1 increasing grant amount by \$19,613 to total award of \$207,546.

**Commissioner McCall**: Seconds the motion.

<u>Christine Snow – Torrance County 911 Director:</u> I am requesting the additional funds from DFA in addition to our normal allotment annually, in order for us to replace existing recording equipment.

**Roll Call Vote: MOTION CARRIED** 

**C. DWI:** Motion to approve bylaws for Torrance County DWI Planning Council.

<u>Chairman Schwebach:</u> Motion to approve bylaws for Torrance County DWI Planning Council.

Commissioner McCall: Seconds the motion.

<u>Tracey Master – DWI Prevention Program Coordinator:</u> DFA requires each community to have a planning counsel, The Partnership for a Healthier Torrance Community has served in that roll. At a previous meeting I came before you to get authorization for a standalone planning counsel, this was granted. This is the next step, the development and creation of the bylaws. After this is approved, the next step is to get official interest from members.

**Roll Call Vote: MOTION CARRIED** 

- **D. Clerk:** Motion to approve Ratification of application for COVID-19 Election Response application and grant agreement for \$13,322.75. **Moved to after agenda item 9.**
- **E. FIRE:** Motion to approve Lease Agreement between RGV CASE and Torrance County Fire Department, superseding previous Lease Agreement approved on August 12, 2020.

<u>Chairman Schwebach:</u> Motion to approve Lease Agreement between RGV CASE and Torrance County Fire Department, superseding the previous Lease Agreement approved on August 12, 2020.

<u>Commissioner McCall</u>: Seconds the motion.

John Butrick – County Attorney: This was originally passed on August 12, 2020 and presented it to RGV CASE. The difference in the lease agreement from August 12, 2020 and today are on Page 2 of section 1.2 the original language talked about the agreement shall be for a period of 1-year, August 1<sup>st</sup> through June 30<sup>th</sup>, this is 9 months, this was corrected. After that there will be 3 additional 1-year period renewals. In section 2.1, instead of \$250 per month for rent, \$225 per month. Finally, section 16.1 original agreement stated RGV CASA providing part of the utilities, in the new agreement all the utilities are covered by Torrance County.

<u>Carlos Padilla – Executive Director Rio Grande Valley CASE:</u> We are in Torrance, Socorro, and Sierra Counties. I am here if you have any questions.

<u>Chairman Schwebach:</u> No questions.

**Roll Call Vote: MOTION CARRIED** 

**F. FIRE:** Motion to approve request to apply for EMS Fund Act Grant. Chairman Schwebach: Motion to approve request to apply for EMS Fund Act Grant.

Commissioner McCall: Seconds the motion.

Janice Barela – County Manager: Chief Propp is unable to attend, he was called to a meeting in Santa Fe. He is requesting to apply for this grant for a new 4-wheel drive rescue vehicle. This rescue will be used to improve services throughout the county. We are also looking at an older fleet, that would need to be upgraded. We are in a good position to get this funding because Torrance County has not requested this funding in the past. According to the grant the state will pay 75% and the county will pay the remaining 25% for the rescue. The cost of the rescue will range for \$150,000 to \$200,000 our portion will be \$40,000/\$50,000. Chief Propp would like to use the ¼ cent tax that is given to the fire departments. He could also use the individual districts money but if he uses that then the rescue can only be used in that district. The deadline is November 20, 2020.

Commissioner McCall: Can we use that 1/4 cent for salaries?

<u>Jeremy Oliver – Finance Director:</u> As of July1, 2019 we can use that money for salaries.

<u>Commissioner McCall:</u> Is concerned about getting the equipment if we do not have staff to use the equipment.

<u>Janice Barela – County Manager:</u> Chief Propp has a plan in place to hire more emergency staff and strategically place them in the county. He wants to have the equipment ready for when we do have the staff. We do have appropriations that will come in for an additional rescue. This is just to apply for the grant.

**Roll Call Vote: MOTION CARRIED** 

### 13. DISCUSSION

# A. MANGER: EMWT update, Bobby Ortiz

<u>Bobby Ortiz – Chairman EMWT:</u> We lost federal funding for the McIntosh project because we did not get a grant match from any capital outlay. We do plan on reapplying. The association is in the process of applying for a USDA loan to purchase the Sunset Acres Water System, currently the system has 90 users, we have checked it out and everything is in good shape. Once we have assets it opens up the door to apply for state funds.

I have been in negotiations with New Mexico Regional Water. We have signed a 50-year contract with them.

New Mexico Regional Water is bringing a pipeline through the valley, pumping from Pecos to the Rio Grande and possibly to Santa Fe. We are fortunate to be one the first in line to access the water supply. We secured 3500-acre feet for the valley. It will be incremented at 3% increase a year starting with 25% of our current usage. Example: our area used approximately 1900-acre feet of water a year. We would start by purchasing 25% of that 1900-acre feet. I am in the process of negotiating with the municipalities to get them involved as far as purchasing their water from us. New Mexico Regional Water has a proven 100-year supply of water.

<u>Chairman Schwebach:</u> Where are they getting their water from and why is it sustainable?

Bobby Ortiz – Chairman EMWT: They are buying farms in the Fort Sumner/North Pecos Basin area. Through the State Engineer if you convert farm water into domestic use, you reduce that rate by about 11/2%. This will enhance the basin as well as the Pecos river.

They are building a water treatment facility in Fort Sumner creating full time jobs. They have to prove to the state engineer that this does not affect the area that they are pulling the water from.

## 14. EXECUTIVE SESSION:

- A. **MANAGER:** Discuss Deputy County Manager position, close pursuant to NMSA section 10-15-14(H)(2).
- B. MANAGER: Purchase of real property for Emergency Management, close pursuant to NMSA section 10-15-1(H)(8).
- C. **MANAGER:** Purchase of the County Fairgrounds, close pursuant to section 10-15-1(H)(8).

Chairman Schwebach: Motion to enter into executive session.

Commissioner McCall: Seconds the motion.

**Roll Call Vote: MOTION CARRIED** 

Enter into Executive Session: 10:05 AM

Chairman Schwebach: Motion to enter into regular session

Roll Call Vote: Commissioner Sanchez, absent: MOTION CARRIED

Enter into Regular session 10:58 AM

<u>Chairman Schwebach:</u> We are now back in regular session the only items discussed were pertaining to the Deputy County Manager soon to be vacant position, Pursuant to Section 10-15-1(H)(2), Purchase of real property for Emergency Management, close pursuant to NMSA section 10-15-1(H)(8), Purchase of the County Fairgrounds, close pursuant to section 10-15-1(H)(8). <u>Chairman Schwebach:</u> Makes a motion to grant the County Manager authority to sign and enter into a contract, that will later be ratified for the position of the Deputy Manager.

Commissioner McCall: Seconds the motion.

**Roll Call Vote: MOTION CARRIED** 

Roll Call Vote: Commissioner Sanchez, absent but approved in executive session:

**MOTION CARRIED** 

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

October 28, 2020 9:00 AM @ the Torrance County Admin Building.

## 16. Signing of Official Documents

\*Adjourn

**Chairman Schwebach:** Motions to adjourn Commission Meeting

**Commissioner Sanchez:** Seconds the motion.

**All in favor: MOTION CARRIED** 

Meeting adjourned at 10:59 AM

Ryan Schwebach – Chairman	Genell Morris – Admin Assistant
Date	

The Video of this meeting can be viewed in its entirety on the Torrance County NM website. Audio discs of this meeting can be purchased in the Torrance County Clerk's Office and the audio of this meeting will be aired on out local radio station KXNM.



Agenda Item No. 9-A

TOTAL CHECKS PRINTED

94

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 2,395,673.60 ON ACCOUNT OF OBLIGATIONS IN-ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMDENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY. CURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 11/05/2020. WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY

ATTEST BY

Linda Jaramillo

Ryan Schwebach

Javier Sanchez

Kevin McCall

SIGNED

THE UNDERSIGNED COUNTY TREASURER DOES HEREBY CERTIFY THAT SUFFICIENT FUNDS EXIST FOR THESE ACCOUNTS PAYABLE CHECKS TO BE ISSUED ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

Tracy L. Sedillo

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CK# DATE	Name	Description	Line Item	Invoice # DATE	# Od	Amount
01 R 113713 9882.38 10/22/2020	ADVANCED TOWER SERVICES	MOBILIZATION MATERIALS, 24"X18" BAR GRATING, 3" ANGLE IRON SUPPORIS AND TWO TRAPEZE KITS MATERIALS, 3/4" CDX, TPO ROOF MEMBRANE AND RELATED ROOFING MATERIALS LABOR, ICE BRIDGE LABOR, ANTENNA ALIGNMENT AND TESTING GRI @ 6.7500% NMSWPA 20-00000-20-011 INVOICE#10745	621-96-2611 621-96-2611 621-96-2611 621-96-2611 621-96-2611 621-96-2611	3102220 10/22/2020 35 35 35 36 37 37 37 37 37 37 37 37 37 37 37 37 37	35781 29 35781 99 35781 86 35781 86 35781 35781 35781 288 35781 86 35781 67 35781 67	250.00 995.00 800.00 3562.50 800.00 800.00
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01 R 113714 467.14 10/22/2020	AIRGAS USA LLC	RENT CYLINDER MEDIUW/LARGE OXYGEN RENT CYLINDER MEDIUW/XS OXYGEN HAZMAT FEE SALES TAX INVOICE#9974269829 ACCT#2287851 372 CYLINDER RENT MED XS OXYGEN HAZMAT FEE SALE TAX INVOICE# 9974307367 ACCT#2296717	405-91-2230 406-91-2230 408-91-2230 405-91-2230	7102220 10/22/2020 8102220 10/22/2020 / /	10	153.36 104.59 104.59
STATE FIRE ALLOTMENT						
01 0 113715 250.00 10/22/2020 1/4% PIRE EXCISE	ALVIS, JOHN R	CONSULTING PHARMACY QTRLY INSPECTION OCTOBER 17,2020 INVOICE#039096	411-92-2271	5102220 10/22/2020	N	250.00
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01 R 113717 17365.84 10/22/2020	COOPERATIVE EDUCATIONAL SERVICESORRECTIVE REPA SERVICES ROOF NMGRT 10 YEAR LABOR A WARRANTY CES CONTRACT 20 ALL ROOFING INVOICE#24-1082	CESORRECTIVE REPAIRS TO ANIMAL SERVICES ROOF  NMGRT  10 YEAR LABOR AND MATERIAL WARRANTY  CES CONTRACT 2020-10N-C1302  ALL ROOFING  INVOICE#24-108212	621-96-2611 621-96-2611	11102220 10/22/2020 355 356 / / 356 356 356 356 356 356	35670 1626 35670 109 35670 109 35670 35670 35670	16267.77
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01 R 113718	ENCINIAS, BRODY	ADD ONS PIG JUDGE DONATION	412-53-2249	1102220 10/22/2020	u	52.06

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CK# DATE	Мате	Description	Line Item	Invoice # DATE	# BO	Amount
COUNTY FAIR			,			
01 R 113719 2700.00 10/22/2020	GALLAGHER BENEFIT SERVICES, INCOCTOBER 2020 PROFESSIONAL CONSULTING SERVICES INVOI	, INCOCTOBER 2020 PROFESSIONAL CONSULTING SERVICES INVOICE# 212134	401-10-2272	12102220 10/22/2020		2700.00
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01 R 113720 136.98 10/22/2020	GUSTIN HARDWARB INC.	M BROWN HOODED DUCK JACKET/LARGE PREMIUM INSULATED BIB OVERALL WINTER SAFETY PPE MARISSA ORTIZ INVOICE#245954 ACCT#TORR CO MAIN	######################################	9102220 10/22/2020	35873 35873 35873 35873 38873	5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6
OPERATIONS & MAINTENAN	INTENAN 136.98					
01 R 113721 8.89 10/22/2020	GUSTIN HARDWARE INC.	MISC. ELECTRICAL, PLUMBING, INVOICE#245996 ACCT#125	401-16-2215	19102220 10/22/2020	35678	8   8   6   6
JUDICIAL COMPLEX MAINT						
01 R 113722 31.98 10/22/2020	HART'S TRUSTWORTHY HARDWARE LUMBER, PLUMBIN ROLLERS/BRUSHES, SUPPLIES, MISCE NEEDED FOR BUILL /REPAIR AND SAF? JULY, AUGUST, & INVOICE#B402364	LUMBER, PLUMEING NEEDS, PAINT, ROLLERS/BRUSHES, CLEANING SUPPLIES, MISCELLANBOUS ITEMS NEEDED FOR BUILDING MAINTENANCE /REPAIR AND SAFETY EQUIPMENT JULY, AUGUST, & SEPTEMBER INVOICE#B402364 INVOICE#B402364	408-91-2248	6102220	355441 355441 35441 35441 35441 35441	31.98
STATE FIRE ALLOTMENT	31.98					
01 O 113723 I 398.80 10/22/2020	LUCERO, STEVE M	LIVESTOCK JUDGE - DAIRY ROUNDTRIP MILEAGE AUGUST 13, 2020 INVOICE#1100 ACCT#LIVESTOCK JUDGE	412-53-2271 412-53-2271	492520 09/25/2020	35528 35528 35528 35528	300.00 300.00 300.00
COUNTY FAIR	398.80					
01 0 113724 3025.00 10/22/2020	PITNEY BOWES PURCHASE POWER	POSTAGE REFILL OTHER CHARGES OVERAGE FEE ACCT#8000-9090-	401-10-2206	17102220 10/22/2020		3025.00
COUNTY MANAGER	3025.00			1		             
01 R 113725 165-62 10/22/2020	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMINUTIONAS STETSON/ARELY/MARISSA NICK MATS AND MOPS FOR JUDICIAL INVOICE#45055-2636 ACCT#6528480	401-15-2203 401-65-2236 401-16-2203	14102220 10/22/2020 / / / /		37.57 6.26 58.79
ADMINISTRATIVE OFFICES	37.57 OPERATIONS	MAINTENAN 69.26 JUDICIAL	COMPLEX MAINT 58.79			11 11 11 11 11 11
01 R 113726	01 R 113726 PRUDENTIAL OVERALL SUPPLY	PAPER PRODUCTS FOR COUNTY ADMIN	401-15-2229	15102220 10/22/2020		185.00

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CK# DATE	Name	Description	Line Item	Invoice # DATE	# Od	Amount
		REF PO#35696				
IVE	OFFICES 185.00		- 1		                 	
01 R 113727 1386.29 10/22/2020	PRUDENTIAL OVERALL SUPPLY UNIFORM FOR TORRAN INVOICE #69-94-19-	UNIFORM FOR TORRANCE COUNTY ROAD INVOICE #69-94-19-05-73 ACCT# 24563265	402-60-2	16102220 10/22/2020	35575	1386.29
COUNTY ROAD DEPARTMENT	ARTMENT 1386.29					1 1 1 1 1 1
01 R 113728 66.04 10/22/2020	RICH FORD SALES	OIL CHANGE FOR MANAGER 2009 FORD ESCAPE VIN: B78945 MILEAGE: 59,445.4	401-10-2201	102220 10/22/20	35848 35848 35848 35848	66.04
01 R 113729 134.84 10/22/2020	SAM'S CLUB DIRECT	SAM'S CLUB MEMBERSHIP ANNUAL RENEWAL ACCOUNT 0402 69581040 8 INVOICE#999999 ACCT#1013510069 5810408	401-82-2269	2102220 10/22/2020	35859	134.84
ANIMAL SERVICES						
01 R 113730 553.59 10/22/2020	SANDIA OFFICE SUPPLY	ORECK XL UPRIGHT SINGLE-WALL FILTRATION BAGS-9PAGK-BLUE ORECK XL2100FHS XL COMMERCIAL UPRIGHT VACUUM BAGGED BRUSHROLL RUBBERMAID COMMERCIAL HIGH CAPACITY CLEANING CART FIRE ADMINISTRATION INVOICE#890035-0 ACCT#TCNM	413-91-2220 413-91-2220 413-91-2220	13102220 10/22/2020	35860 35860 35860 35860 35860 35860	209.13 335.37
STATE FIRE ALLOTMENT	TMENT 553.59	   1   1   1   1				
731 8.98 020	BUS:	SIMPLE DESIGNS BLACK FLOOR LAMP FELLOWES AUTOMAX550 - SHEET SHREDDER INVOICE#3451797795 ACCT# DAL70109685	911-80-2219 911-80-2219	4102220 10/22/2020 / /	35416 35416 35416	1694.99
911-DISPATCH CENTER	TER 1718.98					
01 0 113759 499 99 10/29/2020	AMAZON BUSINESS	VORTEX OPTICS VIPER HS RIPLESCOPE 4 YEAR WARRANTY FOR RIPLESCOPE VORTEX OPTICS PRO 30MM RIFLESCOPE RINGS INVOICE#1F6F-97TX-MGTR	410-50-2222	11102920 10/29/2020	35840 35840 35840 35840 35840	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
COUNTY SHERIFF	499.99					
01 O 113760 2250.57 10/29/2020	CENTRAL NM ELECTRIC COOP.	ADMIN MONTHLY ELECTRIC 10/2020 ACCT#404273000 #404273700	401-15-2208	35102920 10/29/2020		2244.35
ADMINISTRATIVE OFFICES	ADMINISTRATIVE OFFICES 2250.57					0 11 11 11 11 11 11 11 11

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CK# DATE Name	Description	Line Item	Invoice # DATE	PO # Amount
10/29/2020	VOTING MACHINE#8880529300 HEALTH DEPT/404492801 MTAIR SC/205707901	401-21-2308 401-24-2208 401-27-2208	/ /	138.02 236.30 332.18
JUDICIAL COMPLEX MAINT 2861.79 ELECTIONS MOUNTAINAIR SENIOR CEN 332.18	02 неалтн	BI		
01 O 113762 CENTRAL NM BLECTRIC COOP. 985.01 10/29/2020	ESTANCIA SC MONTHLY BILL 10/2020 #8880109702 MORIARTY SC/401421201 ANIMAL SERVICES/8880084401	401-37-2208	37102920 10/29/2020	280.63 284.38
IOR CENTER 420.00 MORIARTY	NIOR CENTER 280.63 ANIMAL	SERVICES 284.38		
01 0 113763 CENTRAL NM ELECTRIC COOP. 248.25 10/29/2020	DIST 5 VFD MONTHLY BILL 10/2020 ACCT#19103300 #19103200 #8880411701	405-91-2208 405-91-2208 405-91-2208	38102920 10/29/2020 / /	28.33 41.75 178.17
	DIST 2 VFD MONTHLY BILL 10/2020 ACCT#8880099100 #19770500 DIST 1 VFD #21036000 #8880105100 #8880625100	406-91-2208 406-91-2208 407-91-2208 407-91-2208	39102920 10/29/2020 / / / / / /	108.46 35.88 25.60 65.00
STATE FIRE ALLOTMENT 264.79				
01 O 113765 CENTRAL NM ELECTRIC COOP. 335.48 10/29/2020	DIST 3 VFD MONTHLY BILL 10/2020 #8880074400/19615100 #8880488700 DIST 4 VFD/20554000 #8880282700	408-91-2208 408-91-2208 408-91-2208 409-91-2208	40102920 10/29/2020 / / / / / /	24.01 122.98 80.93 58.74 48.82
E ALLOTMENT 335.48				
10/29/2020	FALR BOARD MONTHLY BILL 10/2020 ACCT#404536900 #404571500 #404572300 #404572300 #8880064700	401-53-2208 401-53-2208 401-53-2208 401-53-2208	41102920 10/29/2020 / / / /	23.53 36.01 23.53 23.53 23.53
COUNTY FAIR 142.14				1 1 1 1 1 1 1 1 1 1 1
01 O 113767 CENTRAL NM ELECTRIC COOP. 1637.71 10/29/2020	FIRE ADMIN MONTHLY BILL 10/2020 ACCT#8880270701 DIST 6 VFD/#207079301 DISPATCH/8880281300 DISPATCH/1970500 DISPATCH/8880581500	14 4 16 16 16 16 16 16 16 16 16 16 16 16 16	42102920 10/29/2020 / / / / / /	185.39 47.82 183.41 52.26 1168.83
STATE FIRE ALLOTMENT 233.21 911-DISPATCH CENTER 1404.5	CH CENTER 1404.50			
01 O 113768 COBURN AUTOMOTIVE & DIESEL 619.03	OIL CHANGE DIAGNOSE AND REPAIR BRAKE ISSUE	631-57-2201 631-57-2201	16102920 10/29/2020 35466 / / 35466	11.50

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CK# DATE	Name	Description	Line Item	Invoice # DATE	# Od	Amount
		LP: G93665 INVOICE#DATED 8/3/2020			35466	
SENIOR CITIZEN'S PROGR	619.03					
01 0 113769 12251.20 10/29/2020	COOPERATIVE EDUCATIONAL SERVICEELAT RATE LABOR SETUP CES #17-04B-C10 ATITUDE 5510 LA MICROSOFT SURFA LATITUDE 5500 L CES # 17-03B-C1 TAX COVID-19 INVOICE#24=1086	ATIONAL SERVICESLAT RATE LABOR - WORKSTATION SETUP CES #17-04B-C104-ALL ATITUDE 5510 LAPTOP MICROSOFT SURFACE PRO 7 TABLET LATITUDE 5500 LAPTOP CES # 17-03B-C102-ALL TAX COVID-19 INVOICE#24=108664	835-01-2225 835-01-2225 835-01-2225 835-01-2225	13102920 10/29/2020 / / / / / /	357794 357794 357794 357794 357794 357794 35794	2250.00 4899.39 1658.36 3266.26 177.19
FEMA DECLARED	12251.20					
10/29/2020	DT AUTOMOTIVE	PARTS AND LABOR FOR OIL CHANGE ENGINE AIR FILTER, TIRE ROTATION FOR D2 LABOR TO REPAIR AND REPLACE FRONT BUMPER ON D2 UNIT: D2 2016 RAM 1500 LP: G99522 VIN: 200581 INVOICE#TCDC 35375	911-80-2201	5102920 10/29/2020	3 5 5 7 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	80.00
911-DISPATCH CENTER	NTER 130.00					
01 0 113771 3850.50 10/29/2020	DI AUTOMOTIVE	OIL CHANGES, TIRES, MOUNT & BALANCE, TIRE REPAIRS, ALIGNMENTS, FIUIDS, FILTERS, WIPERS, AND TCSO VEHICLE MAINTENENCE. SEPTEMBER 2020 INVOICE#TCSO35711	420-74-2201 420-74-2201	1 🔨	35711 35711 35711 35711 35711 35711	3350.50
COUNTY SHERIFF	TRANSE					
01 0 113772 3831.00 10/29/2020	DT AUTOMOTIVE	UNIT REPAIRS (BUMPER WORKER, PUSH GUARD, EMERGENCY LIGHTS) 2019 CHEVY TAHOE MILEAGE: 5535 TEMP TAG APPROVED BY NOAH J. SEDILLO ON 9/13/2020 APPROX. 1700 HOURS INVOICE#TCSO 35755	401-50-2201	10102920 10/29/2020	35755 35755 35755 35755 35755 35755 35755 35755	3831.00
COUNTY SHERIFF	3831.00					
01 0 113773 EP 106.68 10/29/2020 STATE FIRE ALLOTMENT	EPCOR WATER, INC.	UTILITY PAYMENT FOR WATER ACCT#0739014 OCTOBER 2020	406-91-2210	33102920 10/29/2020	35511	106.68
01 O 113774 EVSWA	EVSWA	TORRANCE COUNTY TIPPING FEES	419-05-2292	34102920 10/29/2020		10903.74

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CK# DATE	Name	Description	Line Item	Invoice # DATE	# Od	Amount
COUNTY COMMISSION						
01 0 113775 1136.89 10/29/2020	FIRST VETERINARY SUPPLY	NOBOVAC SWAY VACCINATIONS NOBOVAC INTRATEC 3 VACCINATIONS PANACUR DEWORMER VETPROFEN ACCT#GW384	401-82-2115 401-82-2115 401-82-2115	23102920 10/29/2020	35845 35845 35845 35845 35845	486.00 324.28 242.56 84.05
ANIMAL SERVICES	1136.89					
01 0 113776 31.58 10/29/2020	GUSTIN HARDWARE INC.	MISC. BLBCTRICAL, PLUMBING, INVOICE#245952 & 245953	401-16-2215	17102920 10/29/2020	35678	31.58
JUDICIAL COMPLEX MAINT						
01 O 11377 80.89 10/29/2020	GUSTIN HARDWARE INC.	MISC. ELECTRICAL, PLUMBING, ROOFING & HARDWARE SUPPLIES, FOR BUILDING MAINTENANCE OPEN PO REQUEST FOR ALL COUNTY BUIDING SITES FY 2021 INVOICE#240637 ACCT#125	401-82-2215	18102920 10/29/2020		1
ANIMAL SERVICES	80.89					
01 O 113778 16.57 10/29/2020	GUSTIN HARDWARE INC.	MISC. ELECTRICAL, PLUMBING, INVOICE#245952 & 246065 ACCT#125	401-15-2215	19102920 10/29/2020	35679	16.57
ADMINISTRATIVE OFFICES	FFICES 16.57					
01 O 113779 133.90 10/29/2020	HOWESTEAD WATER CO.	CURRENT METER READING INVOICE#	405-91-2210	32102920 10/29/2020		133.90
STATE FIRE ALLOTMENT	MENT 133.90					
01 0 113780 1315.00 10/29/2020	KXNN-FW 88.7	INVOICE#3200 BROADCAST FOR COMMISSION MTG LABOR REQUIRED TO BROADCAST COUNTY COMMISSION LABOR REQ TO BROADCAST COMMISSION MEETING 10-1-2020-10-31-2020	401-05-2243	27102920 10/29/2020		1315.00
COUNTY COMMISSION	N 1315.00					
01 0 113781 444.53 10/29/2020	LEAF	HP DESIGN JET T3500PS COPIER SYSTEM INVOICE#11129395/ASSESSOR RURAL ADDRESSING ACCT#100-462 4929-001	401-40-2203 675-07-2203	31102920 10/29/2020		232.28
COUNTY ASSESSOR	232.28 RURAL ADDRESSING	SSING 212.25				
01 0 113782	MARLIN BUSINESS BANK		612-20-2203	28102920 10/29/2020	35398	306.32

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CK# DATE	Мате	Description	Line Item	Invoice # DATE	PO #	Amount
01 O 113783 33.75 10/29/2020	MARTINEZ, GENEVA	PICKUP ABSENTEE BALLOTS ESTANCIA 401-21-2205 POST OFFICE AND MORIARTY CIVIC CENTER	401-21-2205	3102920 10/29/2020	D D D D D D D D D D D D D D D D D D D	33.75
ELECTIONS	33.75					
01 0 113784 32836.20 10/29/2020	MOUNTAIN STATES CONSTRUCTORS INEPIV 70-22  MOUNTAIN STATES CONSTRUCTORS INEPIV 70-22  DEOJECT  O.5 MILES  2020-21B-C  CES CONTRA  INVOICE#00  MIX  FOR VARIOU  HAULING  2020-21B-C  CES CONTRA	R MARTI 103-4 CT 2 ACCT# S PATCH 103-4 CT	402-60-2254	7102920 10/29/2020 8102920 10/29/2020	35758 35758 35758 35758 35758 35759 35759 35759	13837.20 17310.20 1688.80
COUNTY ROAD DEPARTMENT	RIMENT 32836.20	110000000000000000000000000000000000000				
01 0 113785 498 31	NM LOCKING SYSTEMS	RE-KEY FIRE ADMINISTRATION		20102920	35852 35852 35852	41 61 01 01 01 01 01 01 01 01
498.31 10/29/2020		RE-KEYS FEE TIONAL RE-KEYED 5, ADDITIONAL SERVICE 1) DOLLARS, AND PURCHASE LATION OF DOOR KNOB AND	411-92-2215 411-92-2215 411-92-2215 411-92-2215	```		95.60 47.00 38.00 317.71
1/4% FIRE EXCISE TAX	TAX 498.31	INVOICE#7342			N 1 1 1 1	
01 0 113786 NM O 602.04 10/29/2020 COUNTY ROAD DEPARTMENT	NM ONE CALL SYSTEM INC	QUARTERLY ALLOCATION USAGE INVOICE#153007372	402-60-2203	21102920 10/29/2020		602.04
01 0 113787 P & 1 2905.40 10/29/2020	P & M SIGNS INC	ORDER SIGNS, REFLECTORS, & POST LEXCO ROAD  NMSWPA 90-000-18-00073  INVOICE#8464	402-60-2242	22102920 10/29/2020	3 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	2905.40
01 R 113788 2061.46 10/29/2020	PETE'S EQUIPMENT REPAIR INC	TENDER 3-1 DIAGNOSTIC FOR REPAIRS AIR TANK VALVE AIR TANK REPLACEMENT PARTS, MATERIALS, AND SALES TAX INVOICE#0030172 ACCT#TORRANCE COUNTY FIRE	408-91-2201	6102920	3 5 5 4 5 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	2061.46

Dace: 11/03/20	(00)TI) 07.77.07			,		
CK# DATE	Name	Description	Line Item	Invoice # DATE	# Od	Amount
01 R 113789 2460.00 10/29/2020 COUNTY ASSESSOR	REED, DANIELLE 2460.00	STAFF TRAINING ADMIN TRAINING INCLUDING TRIP FEES	401-40-2266	26102920 10/29/2020	35881 35881 35881	2460.00
240.00 10/29/2020	SAN BAR CONSTRUCTION CORP	48" X 96" BUYER'S SIGN FOR 2020 TORRANCE COUNTY FAIR INVOICE#81085-S ACCT#BUYERS SIGN	412-53-2221	4102920 10/29/2020	35235	240.00
COUNTY FAIR 010 013791 10/29/2020	240.00	NESTLE PURE LIFE BOTTLED WATER 16.9 FLUID OZ. 78 CASES PER PALLET ITEM # 967795 MR # PLT110109 INVOICE#8070002517884	617-52-2221	1102920 10/29/2020	# # # # # 	4753.71
COMPLETE COUNT	4753.71					
01 0 113792 10/29/2020 COUNTY SHERIFF	STAPLES BUSINESS ADVANTAGE	WALL NAME PLATE INVOICE#3458616272 ACCT# 70109685	401-50-2219	12102920 10/29/2020	35709	17.18
01 0 113793 252.85 10/29/2020	STAPLES BUSINESS ADVANTAGE		401-21-2219 401-21-2219 401-21-2219 401-21-2219 401-21-2219	10/29/	35820 35820 35820 35820 35820 35820 35820	124.06 15.45 10.13 16.25 24.36 62.60
ELECTIONS	252.85					
01 0 113794 436.80 10/29/2020	STAPLES BUSINESS ADVANTAGE	ZEBRA HAND HELD BAR CODE SCANNER VERBATIM CD SLEEVE SCOTCH PACKING TAPE RUBBER FINGERTIPS INVOICE#3455771342 ACCT#394849	.R 401-21-2219	15102920 10/29/2020	35703 35703 35703 35703	436.80
ELECTIONS	436.80					) 1 1 1 1 1 1 1 1 1
01 0 113795 767.01 10/29/2020	STAPLES BUSINESS ADVANTAGE	4 DRAWER LATERAL FILE CABINET PEDESTAL FAN COPY PAPER BINER SPINES PENS INVOICE#3454950619 ACCT#010	609-30-2219 609-30-2219 609-30-2219 609-30-2219 609-30-2219	24102920 10/29/2020 / / / /	35701 35701 35701 35701 35701	577.26 36.92 107.61 15.12 30.10
COUNTY TREASURER	767.01			) ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) )		                            
01 0 113796 400.00	TAJIQUE LAND GRANT	SEPTEMBER 2020 LEASE TAJIQUE TRANSFER STATION INVOICE#2020-09	401-05-2204	29102920 10/29/2020		200.00

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COUNTY COMMISSION   Some   Description   Libe   Tenn				
ADDIC INC.  BE MANTER'S TOUCH, LILC.  BE HELLEN DOOR HANGER MASTER  BOOKS SHIPPING REP PO#34008  INVOICE#70544  BOOKS SHIPPING REP PO#34008  INVOICE#70544  BUSINESS LICENSE BLANK STOCK 500 PAGES  208.80  NH-PW 88.7  AND SETHATED SHIPPING  INVOICE#1701366 ACCT#1425  208.80  NH-PW 88.7  AND RESIDENTS OF TORRANCE COUNTY  POWNISSION NOW A OFFICE  100285/INVOICE#0258438  46.56  NK OF AMERICA  BULK POSTINGS FOR MALLING SK  HACE PACKETS  10085/INVOICE#0258438  ACCT#3533  233.63  MANTER FORD, INC.  NMSKPA #70-000-16-00004  NMSKPA #70-000-16-00001  INVOICE#663413  99166.00  BURN AUTOMOTIVE & DIESEL  ACCMPRESSOR  EXPANSION VALVE  REPRIESBANT  OVERTREEN OF TORRANCE  REPRIESBANT  OVERTREEN OF TORRANCE  OVERTREEN OF TORRANCE  ACCT#3533  ACCT#3533  ACCT#3533  ACCT#3533  ACCT#3533  ACCT#3533  ACCT#3533  ACCT#3533  BURN AUTOMOTIVE & DIESEL  REPRIESBANT  REPRIESBANT  REPRIESBANT  REPRIESBANT  REPRIEBBANT	Line Item	Invoice # DATE	# Od	Amount
E MASTER'S TOUCH, LIC.  BOOKES SHIPPING REF PO#34008  INVOICE#70544  644.29  INVOICE#70544  EDUSINESS LICENSE BLANK STOCK  500 PAGES  100 PAGES	LEASE			
E MASTER'S TOUCH, LLC.  B DOOSS SHIPPING REF P0#34008  INVOICE#70544  BOSS SHIPPING REF P0#34008  INVOICE#70544  BUSINSSS LICENSE BLANK STOCK  500 PAGES  8.5" X 11" WITH BROWN THAN ON  TOP  BUSTINATED SHIPPING  INVOICE#1701366 ACCT#1425  SETTMATED SHIPPING  INVOICE#1701366 ACCT#1425  AMD RESIDENTS OF TORRANCE COUNTY  AMDS ETC.  OMMISSION ROOM & OFFICE POORS/INVOICE#1701368  46.56  BULK POSTAGE FOR MALLING SK  RACE PACKETS  INV OF AMERICA  BULK POSTAGE FOR MALLING SK  RACE PACKETS  INV OF AMERICA  BULK POSTAGE FOR MALLING SK  RACE PACKETS  INV SEPT BILLING (3 DEFENDANTS)  233.63  ALMERS FORD, INC.  NMSWEA #70-000-16-00001  INVOICE#663413  99166.00  BURN AUTOMOTIVE & DIESEL A/C COMPRESSOR  EXPANSION VALVE  RACH SEPTING SYSTEM CONTROL  RAPPETING SYSTEM CONTROL  RAP			]               	1 1 1 1 1 1
DUSINESS LICENSE BLANK STOCK 500 PAGES 8.5" X 11" WITH BROWN TINT ON TOP ESTIMATED SHIPPING INVOICE#1701366 ACCT#1425  268.80  MEDIA SFOT TRANKING COMMITTEE AND RESIDENTS OF TORRANGE COUNTY ALGAS  46.56  NAME PLATE FOR JANICE BARELA COMMISSION ROOM & OFFICE DOORS/INVOICE#0258438  WI 190.94 MORIARTY SENIOR CENTER 350.94  INC SEPT BILLING (3 DEFENDANTS) 2020 TAX INVOICE#1221348  ALMERS FORD, INC. NUMSNPA #70-000-16-00004 NUMSNPA #70-000-16-00001 INVOICE#663413  99166.00  BURN AUTOMOTIVE & DIESEL A/C COMPRESSOR EXPANSION VALVE READENCY VALVE COMPRESSOR OIL RPM MARPHGR SYSTEM CONTROL	                	920 1		 
INDIC INC.  BUSINESS LICENSE BLANK STOCK 500 PAGES 8.5" X 11" WITH BROWN TINT ON TOP ESTIMATED SHIPPING INVOICE#1701366 ACCT#1425  267.21  AND RESIDENTS OF TORRANCE COUNTY 267.21  AND RESIDENTS OF TORRANCE COUNTY ALMS ETC. COMMISSION ROOM & OFFICE 2 HOLDERS FOR MANAGER'S OFFICE DOORS/INVOICE#0258438  46.56  BULK POSTACKETS INC. INC. BULK POSTAGE FOR WALLING SK RACE PACKETS INC. INC. SEPT BILLING (3 DEFENDANTS) 2020 TAX INVOICE#1221348 ACCT#3833 233.63  ALWERS FORD, INC. NWSNPA #70-000-16-00004 INVOICE#663413 99166.00 BURN AUTOWOTIVE & DIESEL RIAA REFRIGERANT COMPRESSOR EXPANSION VALVE RIAB AUTOMOTIVE & DIESEL RIAA REPRIGERANT COMPRESSOR EXPANSION VALVE REAP MORTARY SERVENCENCENCE REAP AUTOMOTIVE & DIESEL RIAA REPRIGERANT COMPRESSOR EXPANSION VALVE REAP MORTERSOR REAP REPRIGERANT COMPRESSOR REAP REPRIGERANT COMPRESSOR EXPANSION VALVE REAP MANAGERY REPRIGERANT COMPRESSOR REAP MANAGERY REPRIGERANT COMPRESSOR REAP REPRIGERANT COMPRESSOR REAP AUTOMOTIVE & DIESEL RIAA REPRIGERANT COMPRESSOR REAP MANAGERY REAP REPRIGERANT COMPRESSOR REAP MANAGERY REAP REPRIGERANT COMPRESSOR REAP REPRIGERANT COMPRESSOR REAP REPRIGERANT COMPRESSOR REAP REPRICES NOT THANK TO THE				
267.21  ARDS ETC.  267.21  AND RESIDENTS OF TORRANCE COUNTY  267.21  AND RESIDENTS OF TORRANCE COUNTY  AND RESIDENTS OF TORRANCE COUNTY  COMMISSION ROOM & OFFICE  DOORS/INVOICE#0258438  46.56  BULK POSTAGE FOR MANAGER'S OFFICE  DOORS/INVOICE#0258438  IN SINK REACHS  IN SINK REACHS  IN SINK REACHS  INC  SEPT BILLING (3 DEFENDANTS)  2030 TAX INVOICE#1221348  ACCT#3533  233.63  MASSPA #70-000-16-00004  INVOICE#663413  PALMERS FORD, INC.  NASSPA #70-000-16-00001  INVOICE#663413  SEPANSION VALVE  KRACE PACKETS  A/C COMPRESSOR  EXPANSION VALVE  RISH REFRIGERANT  COMPRESSOR OIL  RPM MAPPING SYSTEM CONTROL  RPM MAPPING SYSTEM CONTROL	OCK T ON	2102920 10/29/2020	3 2 5 6 9 4 3 2 5 6 9 4 3 5 6 9 4 3 5 6 9 4 5 6 9 4 3 6 9 4	183.80
AND RESIDENTS OF THANKING COMMITTEE AND RESIDENTS OF TORRANCE COUNTY  ARDS ETC.  COMMISSION ROOM & OFFICE 2 HOLDERS FOR MANAGER'S OFFICE DOORS/INVOICE#0258438  46.56  NK OF AMERICA BULK POSTAGE FOR MAILING 5K RACE PACKETS IN-SINK ERATOR - GARAGE DISPOSAL LOWE'S MORIARTY SENIOR CENTER SECT BILLING (3 DEFENDANTS) 233.63  ALMERS FORD, INC.  NMSWPA #70-000-16-00001 INVOICE#663413  99166.00  BURN AUTOMOTIVE & DIESEL A/C COMPRESSOR EXPANSION VALVE REPANSION VALVE REPANSION VALVE REPANSION OIL RPM MAPPING SYSTEM CONTROL				
ARDS ETC.  ARME PLATE FOR JANICE BARELA COMMISSION ROON & OFFICE 2 HOLDERS FOR MANAGER'S OFFICE DOORS/INVOICE#0258438  46.56  NK OF AMERICA BULK POSTAGE FOR MAILING 5K RACE PACKETS IN-SINK ERATOR - GARAGE DISPOSAL. LOWE'S MORIARTY SENIOR CENTER SEPT BILLING (3 DEFENDANTS) 2233.63  ALWERS FORD, INC.  MASNPA #70-000-16-00004 INVOICE#1221348  ACCT#3533  99166.00  BURN AUTOMOTIVE & DIESEL  RI34 REFRIGERANT COMPRESSOR OIL RPM MARPHING SYSTEM CONTROL	A.I.N	1103020 10/29/2020	35902 35902	267.21
ARDS ETC.  COMMISSION ROOM & OFFICE 2 HOLDERS FOR MANAGER'S OFFICE DOORS/INVOICE#0258438  46.56  NK OF AMERICA BULK POSTAGE FOR MAILING 5K RACE PACKETS IN-SINK ERATOR - GARAGE DISPOSAL. LOWE'S MORIARIY SENIOR CENTER  INC SEPT BILLING (3 DEFENDANTS) 2020 TAX INVOICE#1221348 ACCT#3533  233.63  ALMERS FORD, INC. NMSWPA #70-000-16-00001 INVOICE#663413  99166.00  BURN AUTOMOTIVE & DIESEL A/C COMPRESSOR R134 REFRIGERANT COMPRESSOR OIL RPM MAPPING SYSTEM CONTROL				
NK OF AMERICA  BULK POSTAGE FOR MAILING 5K  RACE PACKETS  IN-SINK ERATOR - GARAGE DISPOSAL LOWE'S MORIARTY SENIOR CENTER  NT 190.94 MORIARTY SENIOR CENTER 350.94  INC  SEPT BILLING (3 DEFENDANTS) 2020 TAX INVOICE#1221348  ACCT#3533  ALMERS FORD, INC. NMSWPA #70-000-16-00004  INVOICE#663413  99166.00  BURN AUTOMOTIVE & DIESEL R134 REFRIGERANT COMPRESSOR OIL RPM MAPPING SYSTEM CONTROL	BARELA ICE 'S OFFICE	3011320 11/03/2020	35861 35861 35861 35861	33.56 13.00
NK OF AMERICA  BULK POSTAGE FOR MAILING 5K RACE PACKETS IN-SINK ERATOR - GARAGE DISPOSAL LOWE'S MORIARIY SENIOR CENTER  INC SEPT BILLING (3 DEFENDANTS) 2020 TAX INVOICE#1221348 ACCT#3533  233.63  ALMERS FORD, INC. NMSWPA #70-000-16-00001 INVOICE#663413 99166.00  BURN AUTOMOTIVE & DIESEL RI34 REFRIGERANT COMPRESSOR RUPA APPING SYSTEM CONTROL				
NT 190.94 MORIARTY SENIOR CENTER 350.94  INC  SEPT BILLING (3 DEFENDANTS) 2020 TAX INVOICE#1221348 ACCT#3533  ACCT#3533  ALMERS FORD, INC.  NMSWPA #70-000-16-00004  INVOICE#663413  99166.00  BURN AUTOMOTIVE & DIESEL  R134 REFRIGERANT  COMPRESSOR OIL  RPM MAPPING SYSTEM CONTROL	NG SK S DISPOSAL CENTER	511320 11/03/2020 611320 11/03/2020	35877 35877 35832 35832	190.94 350.94
INC  2020 TAX INVOICE#1221348  ACCT#3533  ALMERS FORD, INC.  NMSWPA #70-000-16-00004  NNSWPA #70-000-16-00001  INVOICE#663413  99166.00  EXPANSION VALVE  RI34 REFRIGERANT  COMPRESSOR  COMPRESSOR  RPAPING SYSTEM CONTROL				
233.63  ALMERS FORD, INC. NMSWPA #70-000-16-00004 803  NMSWPA #70-000-16-00001 803  99166.00  BURN AUTOMOTIVE & DIESEL A/C COMPRESSOR 631  RI34 REFRIGERANT 631  RPM MAPPING SYSTEM CONTROL 631	TS)	711320 11/03/2020		233.63
######################################	i			 
99166.00  BURN AUTOMOTIVE & DIESEL A/C COMPRESSOR EXPANSION VALVE R134 REFRIGERANT COMPRESSOR OIL RPM MAPPING SYSTEM CONTROL	.00004 803	1611320 11/03/2020	34907 82 34907 16	82483.00 16683.00
113804 COBURN AUTOMOTIVE & DIESEL A/C COMPRESSOR 996.05 EXPANSION VALVE 03/2020 COMPRESSOR OIL RPM MAPPING SYSTEM CONTROL				
	631-57 631-57 631-57 631-57 CONTROL 631-57 631-57	911320 11/03/2020	35715 35715 35715 35715 35715 35715	351.80 62.60 47.25 14.80 150.00 285.00 84.60

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	LP: G93665 INVOICE#DATE:9/10/2020			35715	
SENIOR CITIZEN'S PROGR 996.05					
01 0 113805 CORECIVIC INC. 22541.53 11/03/2020	AUGUST REA MOD INVOICE# TCDF 2020 AUGUST REA	825-70-2172	1211320 11/03/2020		22541.53
ADULT INMATE CARE 22541.53					
01 O 113806 CORECIVIC INC. 59499.20 11/03/2020	INVOICE#MAY15-JULY REA MOD	825-70-2172	1311320 11/03/2020		9499.20
CARE					
01 O 113807 CORECIVIC INC. 2013186.40 11/03/2020	REIMBURSEMENT FOR HOUSING OF ICE INWATES FOR SEPT 2020 INVOICE#TCSO-ICE 092020	825-70-2172	1411320 11/03/2020	2013 2013	2013186.40
ADULT INMATE CARE 013186.40					
01 O 113808 GRAINGER, INC. 593.06 11/03/2020	GRACO HANDHELD PAINT SPRAYER 32 OZ CAPACITY ALL COUNTY SITES INVOICE#818809576 ACCT# 818809576	401-15-2238 401-15-2238 401-24-2238 401-23-2238 401-36-2238 401-37-2238	2711320 11/03/2020 ( / / / / / / / / / / / / / / / / / / /	3 5 5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	84.72 84.72 84.72 84.72 84.72 84.73
OFFICES 84.72 ALTH CLI 84.72 MIOR CEN 84.73	COMPLEX MAINT 84.72 SENIOR CENTER 84.72	CENTER	84.72 84.73		
01 O 113809 GREEN VALLEY PEST MANAGEMENT 80.91 11/03/2020	GEMENT MONTHLY PEST CONTROL SERVICE	401-82-2271	2111320 11/03/2020		80.91
ANIMAL SERVICES 80.91					
01 O 113810 GUSTIN HARDWARE INC. 78.77 11/03/2020	MISC. ELECTRICAL, PLUMBING, ROOFING & HARDWARE SUPPLIES, FOR BUILDING MAINTENANCE OPEN PO REQUEST FOR ALL COUNTY BUIDING SITES FY 2021 INVOICE#246483 ACCT#125	401-23-2215 401-24-2215 401-36-2215	İ	3553 3553 3553 35353 35353 35353	29.29 13.99 35.49
9.29	HEALTH DEPT BLDG MAINT 13.99 ESTANCIA	SENIOR CENTER	35.49	14 11 11 11 11 11 11 11 11 11 11 11	             
01 0 113811 GUSTIN HARDWARE INC. 21.59 11/03/2020	1 # 1 1 1		1911320 11/03/2020	35679	21.59
ADMINISTRATIVE OFFICES 21.59					

Page: 10

CHECK LISTING CHECKS PRINTED 10/21/2020 TO 11/05/2020

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01 O 113812 159.98

				)		
CK# DATE	Name	Description	Line Item	Invoice # DATE	# 0a	Amount
11/03/2020		WINTER SAFETY PPE ARELY CUEVAS NICK SEDILLO INVOICE#246546 ACCT#125			35920 35920 35920	
2						
01 0 113813 37.98 11/03/2020	HART'S TRUSTWORTHY HARDWARE	OPEN PO REQUEST FOR ALL COUNTY BUILDINGS SITES (CURRENT FISCAL YEAR FY2021) INVOICE#B405009 ACCT#33	401-15-2215 401-16-2215	2011320 11/03/2020	35349 35349 35349 35349	18.99
ADMINISTRATIVE OFFICES	18.99	JUDICIAL COMPLEX MAINT 18.99				1 1 9 1 1 1 1
01 0 113814 2576.94 11/03/2020	HOLLYFRONTIER REFINING &	TONS OF HFE 100P OIL STATE TAX COUNTY TAX IFB 2020-01 HFE 100P OIL INVOICE#9418	402-60-2253 402-60-2253 402-60-2253	411320 11/03/2020		2421.10 124.08 31.76
Ð	2576.94					
01 0 113815 26.97 11/03/2020	INDEPENDENT DRUG TESTING	DRUG TEST CONFIRMATION TAX INVOICE#5339 ACCT#0558	420-73-2271	811320 11/03/2020	H   1   1   1   1   1   1   1   1	26.97
COMMUNITY MONITORING	DRING 26.97					; ; ; ; ; ;
01 O 113816 23.97 11/03/2020	INDEPENDENT NEWS LLC	ADD RUN ON SEPTEMBER 25, OCTOBER 2ND, AND OCTOBER 9TH SALE OF COUNTY VEHICLES INVOICE#85559/85524/85498	401-55-2221	1511320 11/03/2020	35761 35761 35761	23.97
FINANCE DEPARTMENT	1					
01 O 113817 14.71 11/03/2020	INDEPENDENT NEWS LLC	PUBLIC NOTICE AD VAN LUUEWYN SU EDITIONS: 10/16, 10/23, 10/30 INVOICE#85565	401-08-2221	1711320 11/03/2020	35871 35871	14.71
PLANNING & ZONING						
01 O 113818 1558.26 11/03/2020	INTEGRATED TECHNOLOGIES CORP	50" SAMSUNG DIGITAL SIGNAGE DISPLAY HD MONITOR WALL MOUNT BRACKET VESA 2 COMPLIANT MISC. HARDWARE AND FUEL CFF PERCENTAGE 0.18 TELECOMMUNICATION GRT ON LABOR INVOICE#120-10-0007	620-94-2218 620-94-2218 620-94-2218 620-94-2218 620-94-2218	2511320 11/03/2020 / / / / / / / /	35370 35370 35370 35370 35370 35370 35370	695.00 74.80 52.00 147.92 544.00 44.54
INFRASTRUCTURE GROSS R	1558.26				1 1 1 1 1 1 1 1 1 1	6 6 8 9 11 11 11 11 11 11
01 0 113819 570.00 11/03/2020		BACK UP INTERNET CONNECTION FOR VOTING MACHINE WAREHOUSE FOR ABSENTEE BY MAIL INVOICE#B13943-3 ACCT#13943	401-21-2218	111320 11/03/2020	35798 35798 35798	570.00

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CHECK LISTING CHECKS PRINTED 10/21/2020 TO 11/05/2020

	DATE PO# Amount	11/03/2020 361.12  210.70 180.60 61.72 30.10 120.40 60.20 60.20 60.20 60.20 60.20 60.20 60.20 60.20 60.20 70.00 70	11/03/2020 35608 20.00	11/03/2020 37.57 69.26	11/03/2020 35718 1316.60 35718 35718 35718 35718 35718 425.20 / / 35718 40.18 / / 35718 145.90 / / 35718 145.90
Page: 12	Invoice #	3311320 11	2411320 11	2811320 11.	2311320 11
0 11/05/2020			240.80 120.40 60.20 330.00 120.00		58.79
CHECKS PRINTED 10/21/2020 TO	Line Item	NNES 401-40-2207 401-20-2207 401-6-2207 401-6-2207 401-6-2207 401-65-2207 401-08-2207	COUNTY MANAGER FINANCE DEPARTMENT COUNTY SCAD DEPARTMENT COUNTY SHERIFF STATE FIRE ALLOTMENT 401-90-2269	NTY ADMIN 401-15-2203 ARBLY/MARISSA 401-65-2236 JUDICIAL 401-16-2203	6 JUDICIAL COMPLEX MAINT ====================================
CHECK LISTING C	Description	MONTHLY BILL 10/17/20-11/16/20 ASSESSOR VOIP PHONES CLERK MANAGER GRANTS ILAWYER FINANCE MAINTENANCE COMMISSION PZ CODE ENFORCEMENT IT ROAD PROBATE RUAL ADDRESSING SHERIFF SHERIFF SHERIFF TREASURER FIRE ADMIN EXTERNSION OFFICE CIVIL DEFENSE INVOICE# 33327639316 ACCT#2029540	TY CLERK RNEY 30.10 NING & ZONING 10.30 L ADDRESSTNG 30.02 TY TREASURER 240.00 UNICATIONS/EMS TAX 30.00 EMBRICATIONS/EMS TAX 30.00 EMBRICATIONS/EMS TAX 30.00	MATS AND MOPS COU UNIFORMS STETSON/ NICK MATS AND MOPS FOR INVOICE#45055-346	OPERATIONS & MAINTENAN 69.26 JUDIC  BATTERY/INSTALL ON F-350 DIESEL OIL CHANGE/SERVICE LABOR TO MOUNT/BALANCE TIRES TIRES FOR F-350 ALTERNATOR INSTALL NEW ALTERNATOR LABOR SHOP SUPPLIES TAX FEES INVOICE#2031050
7:18 (CHEC60)	Name	NEXTIVA INC	361.12 COUNT ON 61.72 AITO ENAN 90.30 PLAN 30.04 RURA NG 30.00 COUNT 150.00 COUNT	20.00 ==================================	OFFICES 37.57 OP:
Date: 11/05/20 10:17:18	CK# DATE Na	01 O 113820 NEXT	COUNTY ASSESSOR GRANT ADMINISTRATION OPERATIONS & MAINTENAN PROBATE JUDGE COUNTY MONITORING COUNTY COMMISSION ====================================	PROBATE JUDGE ====================================	ADMINISTRATIVE OFFICES ====================================

CK# DATE	Name	Description	Line Item	Invoice # DATE	# Od	Amount
1140.00		TOR 9-2020				
ADULT INMATE CARE						
01 0 113825 4410.00 11/03/2020	SPECIALTY COMMUNICATIONS	NX-1300DU-PORTABLE RADIOS TAX NWSWPA 60-000-15-00019AH INVOICE#136779	402-60-2218	211320 11/03/2020	35869 35869 35869	
COUNTY ROAD DEPARTMENT	RTMENT 4410.00					
01 0 113826 577.26 11/03/2020	STAPLES BUSINESS ADVANTAGE	4 DRAWER LATERAL FILE CABINET INVOICE#3454950619 ACCT#010	609-30-2219	1111320 11/03/2020	35701	577.26
COUNTY TREASURER	577.26					
01 0 113827 2174.25 11/03/2020	STAPLES BUSINESS ADVANTAGE	OFFICE CHAIRS AND STOOLS, SPACE HEATER WEBCAMS, USB FLASH DRIVES INVOICE#3458024443 ACCT# DAL70109685	911-80-2219	2611320 11/03/2020 / /	35811 35811 35811	2025.49 148.76
911-DISPATCH CENTER	TER 2174.25					
01 0 113828 29.21 11/03/2020	LSES AUTO SUP	į Eu	401-30-2201	1011320 11/03/2020	35905	29.21
COUNTY TREASURER	29.21					
01 O 113829 35.75 11/03/2020	01 O 113829 TJ ENTERPRISES AUTO SUPPLY 95.75	VEHICLE BATTERIES CHEVY COBALT - MILEAGE UNKOWN VIN: 1G1A55F877235570 LP: G79745 CHEVY UPLANDER - MILEAGE UNKOWN VIN: 1GNDV23W08D115708 LP: G71102 BATTERIES ARE DEAD. UNABLE TO READ ODOMETER. MILEAGE WILL BE PROVIDED ON AP INVOICE#056631 ACCT#1183	605-13-2201 605-13-2201	3211320 / /	35743 35743 35743 35743 35743 35743 35743 35743	47.87
DWI DISTRIBUTION GRANT	GRANT 95.75					#1 11 11 11 11 11 11 11
01 0 113830 31689.68 11/03/2020	TLC PLUMBING & UTILITY		621-96-2611 621-96-2611	3111320 11/03/2020	35647 35647 35647 35647 35647 35647 35647 35647 35647	29376.30 2313.38

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CHECK LISTING CHECKS PRINTED 10/21/2020 TO 11/05/2020

Date: 11/05/20 1	10:17:18 (CHEC60)	O) CHECK LISTING	CHECKS PRINTED 10/	CHECKS PRINTED 10/21/2020 TO 11/05/2020	Page: 14		
CK# DATE	Name	Description		Line Item	Invoice # DATE	# Оф	Amount
01 O 113831 2268.27 11/03/2020	TLC UNIFORMS	PANTS, SHIRTS, EMBROIDERY VESTS, OUTER VESTS, BADGE HO S, DUTY BELT EQUIPMENT, AND UNIFORM NEEDS. SEPTEMBER 2020 INVOICE#230253/229913/229905	OLDER 5	401-50-2236	2211320 11/03/2020	35708 35708 35708 35708	2268.27
COUNTY SHERIFF	2268.27						
01 0 113832 U	S BANK CORPORAT				:#####################################		36.00
12047.36		PZ FUEL		401-08-2202			164.40
11/03/2020		MAINTENANCE	401	401-65-2202	/ /		31.10
		MANAGER	401	401-10-2202	/ /		10.43
		TREASURER	401	401-30-2202			97.44
		SAO	401-	401-65-2202	, ,		263.65
		DISPATCH		911-80-2202	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		24.74
		ELECTRONIC MONITO	RING	420-73-2202			55.02
		SHERIFF FUEL	401-	401-50-2202	/ /		6901.47
		TRANSPORT	420-	420-74-2202	/ /		2304.21
		EMERGENCY MANAGER		604-83-2202	/ /		455.97
		DIST 2 VFD	406-	406-91-2202	/ /		215.58
		DIST 3 VFD	408	408-91-2202	/ /		109.23
		DIST 4 VFD	409-	409-91-2202	/ /		95.20
		DIST 5 VFD	405-	405-91-2202	/ /		177.72
		FIRE ADMIN	413	413-91-2202	/ /		735.05
		ANIMAL SERVICES	- 104	401-82-2202	/ /		285.15
		ASSESSOR ACCT#556	9634555537891	401-40-2202			85.00
PLANNING & ZONING COUNTY TREASURER COUNTY SHERIFF STATE FIRE ALLOTWENT		OPERATIONS & MAINTENAN 294.7: 911-DISPATCH CENTER 24.7: TRANSPORTATION OF PRIS 2304.2: ANIMAL SERVICES 285.1:	S COUNTY MA 4 COMMUNITY 1 COMMUNICA 5 COUNTY AS	10.43 TTORING 55.02 S/EMS TAX 455.97 SR 85.00			
01 O 113833 NT 2.00 11/05/2020	NM STATE ENGINEER/INTERSTATE	TATE ENGINEER/INTERSTATE WELL E-7960 CHANG LOT 3 UNIT B RTE. PARK INVOICE#TED	HE DESCRIPTION 66 COMMERCIAL	401-08-2272	111520 11/05/2020	35944 35944 35944 35944	2.00
PLANNING & ZONING	2.00						
94 2395	2395673.60 / /	94 2395673.60 / / TOTAL					41 61 61 61 61 61 61 61 61 61 61 61 61 61

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** GRAND TOTAL **			
**TOTAL	GENERAL FUND	44,050.23	00.
TAND**	COUNTY COMMITSETON	1,855.00	00.
4 U I - U 5 - 4 4 U 4	KENT OF LAND/BULLINGS	400.00	00.
401-05-2207	JNICATIONS	150.00	00.
	- KXNM COMMUNITY FO	1,315.00	00.
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1000		100	
T027-80-10#	A REFERENCE -	00, 00	00.
401-08-Z20Z		164.40	00.
401-08-2207	TELECOMMONICATIONS	90.30	00.
401-08-2221	/PUBLISHING/ADVE	14.71	00.
401-08-2272	CONTRACT - PROFESSIONAL SERVICES	2.00	00.
***************************************	HETTERGETTERFETTERFETTERFETTERFETTERFETTERFETTERFETTERFETTERFETTERFETTERFETTERFETTERFETTERFETTERFETTERFETTERFE		
1111	OH INTERIOR SHOWING SH	7,000	
TO 22 - 07 - 10 - 10 - 10 - 10 - 10 - 10 - 10	& REPAIRS =	# (C	00.
401-10-2202	SUPPLIES - VEHICLE FUEL	10.43	00.
401-10-2206	POSTAGE	3,025.00	00.
401-10-2207	NICATIONS	240.80	00.
401-10-2219	SUPPLIES - GENERAL OFFICE	46.56	00.
401-10-2272	CONTRACT - PROFESSIONAL SERVICES	2,700.00	00.
1.d1d4*	rri.	3,137.52	00.
401-15-2203	ı	75.14	00.
401-15-2208		2,250.57	00.
401-15-2215	MAINTENANCE & REPAIRS-BUILD/STRU	57.15	00.
401-15-2220	SUPPLIES - CLEANING	484.94	00.
401-15-2229	SUPPLIES - PAPER	185.00	00.
401-15-2238	MAINTENANCE & REPAIRS-GROUNDS/RO	84.72	00.
			K H II II II II
**DEPT	JUDICIAL COMPLEX MAINTENANCE	3,608.49	00.
401-16-2203	CONTRACTS - EQUIPMENT MAINT	117.58	00
401-16-2208		2 861 79	
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401-16-2238	MAINTENANCE & REPAIRS-GROUNDS/RO	84.72	.00
			11 11 11 11 11 11 11 11 11 11 11 11 11
**UEPT.	COUNTY CLERK	419.50	00.
407-07-404	INT CALL ONS	210.70	00.
401-20-2219	SUPPLIES - GENERAL OFFICE	208.80	00.
1400::		N#: + 0 # ' +	00.
401-121-1200	IRAVEL - EMPLOIEES	07:55	00.
401-21-8	된	570.00	00.
401-21-2219	SUPPLIES - GENERAL OFFICE	689.65	00.
401-21-2308	VOTING MACHINE STORAGE	138.02	00.
**DEPT		114.01	00.
401-23-2215	ß	29.29	00.
401-23-2238	MAINTENANCE & REPAIRS-GROUNDS/RO	84.72	00.
			11 11 11 11 11 11 11 11 11 11 11 11 11
TGEG**	Ħ.	819.96	00.
401-24-2208		236.30	00.
401-24-2215	Š	13.99	00.
401-24-2220	SUPPLIES - CLEANING		
		484.95	00.

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CHECKS PRINTED 10/21/2020 TO 11/05/2020 DEBITS DISTRIBUTION Date: 11/05/20 10:21:40

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332.18 84.73	1,010.94 29.21 97.44 240.00 644.29	540.21 420.00 35.49 84.72 716.30 280.63 350.94	3,138.40 85.00 232.28 361.12 2,460.00 61.72	16,698.42 7,181.50 6,901.47 330.00 17.18 2,268.27 142.14	144.37 120.40 23.97 30.10	1,305.48 294.75 90.30 138.52 781.91	2,003.06 1,136.89 285.15 284.38 80.89 134.84
UTILITIES - ELECTRICITY MAINTENANCE & REPAIRS-GROUNDS/RO	COUNTY TREASURER MAINTENANCE & REPAIRS - VEHICLES SUPPLIES - VEHICLE FUEL TELECOMMUNICATIONS PRINTING/PUELISHING/ADVERTISING	ESTANCIA SENIOR CENTER MAINT UTILITIES - ELECTRICITY MAINTENANCE & REPAIRS-BUILD/STRU MAINTENANCE & REPAIRS-GROUNDS/RO WORIARTY SENIOR CENTER MAINT UTILITIES - ELECTRICITY MAINTENANCE & REPAIRS-GROUNDS/RO MAINTENANCE & REPAIRS-GROUNDS/RO	COUNTY ASSESSOR SUPPLIES - VEHICLE FUEL CONTRACTS - EQUIPMENT MAINT TELECOMMUNICATIONS EMPLOYEE TRAINING GRANT ADMINISTRATION TELECOMMUNICATIONS	COUNTY SHERIFF MAINTENANCE & REPAIRS - VEHICLES SUPPLIES - VEHICLE FUEL TELECOMMUNICATIONS SUPPLIES - GENERAL OFFICE SUPPLIES - UNIFORMS COUNTY FAIR UTLITIES - ELECTRICITY	FINANCE DEPARTMENT TELECOMMUNICATIONS PRINTING/PUBLISHING/ADVERTISING ATTORNEY TELECOMMUNICATIONS	OPERATIONS & MAINTENANCE SUPPLIES - VEHICLE FUEL TELECOMUNICATIONS SUPPLIES - UNIFORMS SUPPLIES - SAFETY	ANIMAL SERVICES SUPPLIES - PHARMACY SUPPLIES - VEHICLE FUEL UTILITIES - ELECTRICITY MAINTERANCE & REPAIRE-BUILD/STRU SUBSCRIPTIONS/DUES/FEES CONTRACT - OTHER SERVICES
401-27-2208 401-27-2238	**DEPT 401-30-2201 401-30-2202 401-30-2207	**DEPT 401-36-2208 401-36-2215 401-36-2238 **DEPT 401-37-2208 401-37-2215 401-37-2215	**DEPT 401-40-2202 401-40-2203 401-40-2207 401-40-2266 **DEPT 401-49-2207	* * DEPT   * DE	**DEPT 401-55-2207 401-55-2221 **DEPT 401-56-2207	**DEPT 401-65-2202 401-65-2207 401-65-2236 401-65-2248	**DBPT 401-82-2115 401-82-2202 401-82-2208 401-82-2215 401-82-2269

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20.00	44,777.07	44,777.07 60.20 4,410.00	1,386.29 2,905.40 2,576.94 32,836.20	817.82	117.72 177.72 248.25 133.90 257.95	565.16	215.58 138.31 106.68	126.48	126.48	2,535.19 2,061.46 109.23 227.92 104.60 31.98	202.76 202.76 95.20 107.56		748.31	748.31 498.31 250.00
SUBSCRIPTIONS/DUBS/FRES	ROAD FUND	A CENT	SUPPLIES - UNIFORMS SUPPLIES - SIGNS MAINTENANCE & REPAIRS - ROADWAYS ROADWAYS/BRIDGES	DISTRICT 5 VPD	STATE FIRE ALLOTMENT SUPPLIES - VEHICLE FUEL UTILITIES - WATER SUPPLIES - WADER	DISTRICT 2 VPD	STATE FIRE ALLOTMENT SUPPLIES - VEHICLE FUEL UTILITIES - ELECTRICITY UTILITIES - WATER SUPPLIES - MEDICAL	DISTRICT 1 VFD	STATE FIRE ALLOTMENT UTILITIES - BLECTRICITY DISTRICT 3 VFD	n 171 i	DISTRICT 4 VED  STATE FIRE ALLOTWENT  SUPPLIES - VEHICLE FUEL  UTILITIES - ELECTRICITY	L.E. PROTECTION FUND COUNTY SHERIFF SUPPLIES - FIELD	COUNTY FIRE PROTECTION FUND	A R L
401-90-2269	**TOTAL	**DBPT 402-60-2203 402-60-2207 402-60-2218	402-60-2236 402-60-2242 402-60-2253 402-60-2254		**DEPT 4 05-91-2202 4 05-91-2208 4 05-91-2208 4 05-91-2210	**TOTAL	* DEPT 406-91-2202 406-91-2208 406-91-2210 406-91-2230	**TOTAL		 	* *TOTAL * *TOTAL * *DEPT 409-91-2202 409-91-2208	**TOTAL **TOTAL **DBPT 410-50-2222	**TOTAL	**DEPT 411-92-2215 411-92-2271

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690.86 240.00 52.06 398.80	1,594.03	50. #65. T	135.05	120.00	185.39	553.59	47.82	47.82 47.82	10,903.74	10,903.74	4,289.83	1,140.00	345.62	) () ()	233.63	26.97	2,804.21	500.00	2,304.21	2,415.80	2 415 80	1,929.83	455.97	30.00	286.69	286.69	95.75	190.94	1,344.27	1,344.27	
COUNTY FAIR PRINTING/PUBLISHING/ADVERTISING ANIMAL SALES AT COUNTY FAIR CONTRACT - OTHER SERVICES	FIRE DEPARTMENT ADMIN	9	SUPPLIES - VEHICLE FUEL	Ĭ	10	SUPPLIES - CLEANING	DISTRICT 6 VFD	 STATE FIRE ALLOTMENT UTILITIES - BLECTRICITY	EVSWA CONTRACT	COUNTY COMMISSION FYSWA TIPPING PERS	JAIL FUND	ADULT INWATE CARE CARE OF INWATES	COMMUNITY MONITORING		TELECOMMONICALIONS FURN/FIX/BOULP	RACT -	======================================	MAINTENANCE & REPAIRS - VEHICLES	SUPPLIES - VEHICLE FUEL	CIVIL DEFENSE FUND	THE SHOP TO THE SHOP TAX	MAINTENANCE & REPAIRS - VEHICLES	TEHICLE FUEL	NICATIONS	DWI PROGRAM FUND	DWI DISTRIBUTION GRANT FY21	MAINTENANCE & REPAIRS - VEHICLES	SUPPLIES - GENERAL OFFICE	TREASURER'S FEE	COUNTY TREASURER SUPPLIES - GENERAL OFFICE	CHAIR THADACTION OF TO
**DEPT 412-53-2221 412-53-2249 412-53-2271	**TOTAL	7.430**	413-91-2202	413-91-2207	413-91-2208	413-91-2220		**DEPT 418-91-2208		**DEPT	**TOTAL	**DEPT 420-70-2172	**DEPT /20-72-2202	7077-77-075	420-73-2218	420-73-2271	**************************************	420-74-2201	420-74-2202	**TOTAL	***************************************	604-83-2201	604-83-2202	604-83-2207	**TOTAL		605-13-2201	605-13-2219	**TOTAL	**DEPT 609-30-2219	

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======================================	5,020.92 4,753.71 267.21	1,558.26	1,558.26 1,558.26	58,937.90	58,937.90 58,937.90	1,615.08	1,615.08 1,615.08	242.27	242.27 212.25 30.02	99,166.00	99,166.00 82,483.00 16,683.00	2,095,227.13	2,095,227.13 2,095,227.13	12,251.20	12,251.20 12,251.20	5,452.47	5,452.47	130.00	1,404.50	2,025.49 1,867.74	2,395,673.60 2,395,673.60
COMPLETE COUNT GRANT	COMPLETE COUNT PRINTING/PUBLISHING/ADVERTISING CONTRACT - OTHER SERVICES	COUNTY INFRASTRUCTURE GRT	RASTRUCTURE GROSS RECEIPTS	CAPITAL OUTLAY GROSS RECEIPTS TX	CAPITAL OUTLAY GROSS RECEIPTS TX CO - BUILLDINGS & IMPROVEMENTS	SENIOR CITIZEN'S FUND	SENIOR CITIZEN'S PROGRAM MAINTENANCE & REPAIRS - VEHICLES	RURAL ADDRESSING	RURAL ADDRESSING CONTRACTS - EQUIPMENT MAINT TELECOMMUNICATIONS	LEGISLATIVE APPRORIATIONS	LEGISLATIVE PROJECTS A19-D2075 SC VEHICLES A5104 ESTANCIA SR VEHICLES	IMMIGRATION & CUSTOMS ENFORCEMEN	ADULT INWATE CARE	COVID-19	FEMA DECLARED SUPPLIES - COMPUTER/PRINTER	EMERGENCY-911 FUND	CENTER	MAINTENANCE & REPAIRS - VEHICLES SUPPLIES - VEHICLE FUEL	UTILITIES - ELECTRICITY	FURN/FIX/EQUIP SUPPLIES - GENERAL OFFICE	US BANK TOTALS **
======================================	**DEPT 617-52-221 617-52-2271	**TOTAL	**DEPT 620-94-2218	*TOTAT	**DEPT 621-96-2611	* TOTAL	**DEPT 631-57-2201	**TOTAL	**DEPT 675-07-2203 675-07-2207	**TOTAL	**DEPT 803-59-2630 803-59-2645	* TOTAL	**DEPT 825-70-2172	**TOTAL	**DEPT 835-01-2225	**TOTAL	##DEF##################################	911-80-2201 911-80-2202	911-80-2208	911-80-2218 911-80-2219	BANKO1



Agenda Item No. 10



Agenda Item No. 11-A

TORRANCE COUNTY 1 2 **BOARD OF COUNTY COMMISSIONERS** 3 **RESOLUTION NO. R 2020-**DISPOSTION OF TORRANCE COUNTY PROPERTY 4 5 WHEREAS, in the course of providing services to the people of Torrance County, it is necessary at times to dispose of property belonging to the County; and 6 7 WHEREAS, NMSA 1978, Section 13-6-1 et seg, enumerates specific requirements for the disposal of County property; and 8 WHEREAS, the Torrance County Board of County Commissioners adopted the 9 10 Torrance County Property Disposition Policy (Resolution R 2020-07) ("Policy") that provides a process by which Torrance County may dispose of County property in accordance with NMSA 11 1978, Section 13-6-1 et seq.; and 12 WHEREAS, pursuant to the Policy, Torrance County Department Heads or Elected 13 Officials provided a list of property that included computers, other related computer equipment, 14 and Sheriff's Department firearms for review by the Property Disposition Committee 15 ("Committee"); and 16 17 WHEREAS, the Committee reviewed and approved the proposed disposition of computers, other related computer equipment, and Sheriff's Department firearms in accordance 18 with the Policy. 19 20 NOW, THEREFORE BE IT RESOLVED that the proposed property disposition is hereby approved and included in the minutes of today's Board of County Commissioners 21 meeting; and 22 23 **BE IT FURTHER RESOLVED** that the County, upon final disposition, may remove 24 the above-mentioned property from any current inventory list as directed by NMSA 1978, 25 Section 13-6-1 et seq. and the Policy. DONE THIS 28th DAY OF OCTOBER 2020. 26 27 APPROVED AS TO FORM ONLY: **TORRANCE COUNTY COMMISSION** 28 29 30 **County Attorney** Kevin McCall, District 1 31 32 Attest: 33 Ryan Schwebach, District 2 34 35

Javier E. Sanchez, District 3

36

**County Clerk** 



## **Torrance County** Property Disposition Committee Torrance County Resolution 2020-07

D	roperty Subject of Request: Camples, Cample equipment isposition Type:		
	isposition Type.		
' '			
1	angible PERSONAL Property with Current Resale Value of \$5,000 or Less:		
	Considerations	Yes	No
	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
_	Photos, hard or digital copies, are attached for review.	Cacilical	
3	Committee member(s) physically verified identity and condition of tangible PERSONAL property. If yes, list person(s) who verified:		
	Nock Sedillo	A	
4	Committee verified current resale or market value.	Lane	
	If tangible <b>PERSONAL</b> property was purchased through a grant, Committee verified disposal of this property is allowable.	NA	
5	If tangible <b>PERSONAL</b> property is a vehicle, Committee verified the County has the title.	NIA	
	Committee Notes:		
y	few destruction of Hard drives		
/ ^/	Committee Notes:  for destruction of Hard drives  \$ 500		
ø			

2. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by		
	Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and		
	condition of property. If yes, list person(s) who verified:		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible PERSONAL property was purchased through a grant, Committee verified		
	disposal of this property is allowable.		
6	If tangible PERSONAL property is a vehicle or road equipment, Committee verified		
	the County has the title or proof of ownership.		
7	If <b>REAL</b> property, committee verified the County owns the property.		
8	If <b>REAL</b> property, committee verified receipt of appraisal, completed by a NM		
	certified appraiser.		

**Committee Notes:** 

Property Disposition Committee's Recommendation:  □ Dispose, as requested □ Do NOT dispose	□ Dispose, as requested		

3. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by		
	Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and		
	condition of property. If yes, list person(s) who verified:		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible PERSONAL property was purchased through a grant, Committee verified		
	disposal of this property is allowable.		
6	If tangible PERSONAL property is a vehicle or road equipment, Committee verified		
	the County has the title or proof of ownership.		
7	If <b>REAL</b> property, committee verified the County owns the property.		
8	If REAL property, committee verified receipt of appraisal, completed by a NM		
	certified appraiser.		

A section of the sect	Committe	ee Notes:		
			***************************************	
Property Disposition Committee	's Recommendation:			
<ul><li>Dispose, as requested</li><li>Do NOT dispose</li></ul>		_		
☐ Do NOT dispose ☐ Dispose, as amended by	. C			

County Manager:

Finance Director:

Operations Manager: \_\_r

10.14.2020

### To Be Completed by Manager/Finance

### Property Disposition Approval/Checklist

4.	Board of County Commissioners, by Resolution No.	Date:
5	Tangible PERSONAL Property with Current Resale Value of \$5,000 or Less:	

٦.	Taligible I EKSONALI Troperty	with Current Resale	value of \$3,000 of Less.

	Action Required	Date	Initials
		Completed	
1	County Manager or designee shall send to Department of Finance and		
	Administration Local Government Division (LGD) notification of property		
	disposition, including cover letter stating all statutory requirements have been		
	met, along with a copy of Commission's signed Disposition Resolution.		
2	County Manager or designee shall send to Office of State Auditor (OSA)		
	notification of property disposition, including cover letter stating all statutory		
	requirements have been met, along with a copy of Commission's signed		
L.	Disposition Resolution.		
3	Wait thirty (30) days after notification to LGD and OSA.		
4	Dispose of property in manner indicated by Disposal Resolution.		
5	Remove property from County's capital asset list if applicable. (Triadic)		
6	Remove property from asset tracking software if applicable. (WASP - Asset		
	Cloud)		
7	Attach proof that County notified LGD and OSA.		

6. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Action Required	Date Completed	Initials
1	County Manager or designee shall submit request to the Department of Finance and Administration Local Government Division (LGD) for approval of property disposition, including a cover letter containing all applicable items found on Request for Approval of Property Disposition Checklist (see attached), along with a copy of Commission's signed Disposition Resolution.	completed	
2	For <b>REAL</b> property, provide appraisal and copy of quitclaim deed.  WARRANTY DEEDS are not allowed.		
3	Upon receipt of LGD's approval, provide the LGD's approval letter to OSA, along with all materials the County provided LGD.		
4	If LGD exercises its authority, the <b>REAL</b> or tangible <b>PERSONAL</b> property shall be disposed by offering for sale or donation to a state agency, local public body, school district or state educational institution.		
5	For First Responder Vehicles, remove emergency equipment.		
6	For First Responder Vehicles disposed with emergency equipment, file justification for leaving on emergency equipment.		
7	If LGD approves the County's request, dispose of property in manner indicated by Disposal Resolution.		
8	Remove property from County's capital asset list. (Triadic)		
9	Remove property from asset tracking software. (WASP - Asset Cloud)		
10	Attach proof of LGD approval and of approval letter sent to OSA.		

### 7. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	Action Required	Date Completed	Completed By
1	County Manager or designee shall submit request disposition packet to the State Board of Finance (BOF) for approval of property disposition, including cover letter, along with signed Disposition Resolution.		·
2	Provide appraisal and copy of quitclaim deed. WARRANTY DEEDS are not allowed.		
3	Complete request disposition packet must be submitted to the BOF within the established deadline prior to meeting. Contact the BOF at 505-827-4980 for specific requirements.		
4	Upon the County receiving the BOF's approval for disposition of property, dispose in manner indicated by Disposal Resolution or as amended by the BOF.		
5	Remove property from County's capital asset list. (Triadic)		
6	Remove property from asset tracking software. (WASP – Asset Cloud)		

### 8. Contact Numbers:

- A. Department of Finance Administration Local Government Division (LGD): 505-827-4950
- B. Office of the State Auditor (OSA): 505-476-3800
- C. State Board of Finance (BOF): 505-827-4980



# **Torrance County** Request for Approval of Property Disposition Section 13-6, NMSA 1978

Torrance County Resolution 2020-07

1.	Department Head Requesting Disposition: Nick Sedillo  A. Department: Operations/IT
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible <b>PERSONAL</b> Property  Sale Exchange Donate ✓ Other: Destruction
3.	Reason(s) for Disposal: Old out of date equipment
4.	Recommended Use of Funds Generated by This Transaction: N/A
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: computers, printers, monitors, scanners, other misc it equipment  2) Location of Personal Property: Storage Conex north side of building  3) Photos Attached: hard copy digital emailed to: joliver@tcnm.us  4) Torrance County ID Tag Number: 00010351, 00029, 00186, 00287, 00010235  5) Year manufactured: multiple  6) Make/Model: n/a  7) VIN/Serial Number: see attached list  8) License Number: n/a  9) Mileage: n/a  10) Current Resale or Market Value: n/a  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)
6. 7.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)  ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
De	partment Head's Signature: Date: 10-14-202

# TORRANCE COUNTY SURPLUS LIST - 2020 Computers, Monitors and Electronic Devices

sset												
of Location of Asset	CONEX-STORAGE	CONEX-STORAGE	CONEX-STORAGE	CONEX-STORAGE	CONEX-STORAGE	CONEX-STORAGE	CONEX-STORAGE	CONEX-STORAGE	CONEX-STORAGE	CONEX-STORAGE	CONEX-STORAGE	CONEX-STORAGE
Condition of Asset	POOR	POOR	POOR	POOR	POOR	POOR	POOR	POOR	POOR	POOR	POOR	POOR
Reason for Surplus	NO LONGER IN SERVICE	NO LONGER IN SERVICE	NO LONGER IN SERVICE	NO LONGER IN SERVICE	NO LONGER IN SERVICE	NO LONGER IN SERVICE	NO LONGER IN SERVICE	NO LONGER IN SERVICE	NO LONGER IN SERVICE	NO LONGER IN SERVICE	NO LONGER IN SERVICE	NO LONGER IN SERVICE
Department	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
Descripton	X100E THINKPAD - LAPTOP	HP ELITE BOOK 8560P - LAPTOP	GATEWAY - LAPTOP	COMPAQ EVON 100C - LAPTOP	COMPAQ EVON 100C - LAPTOP	HP2133 - LAPTOP	HP OFFICEJET PRO8600 DESKTOP PRINTER	HP OFFICEJET PRO8600 DESKTOP PRINTER	MFC-9840CDW BROTHER LASER JET	HP PHOTOSMART 8150 DESKTOP PRINTER	* 29 MONITORS VARIOUS BRANDS	* 26 DESKTOPS VARIOUS BRANDS
Serial #	00010351 3508S8U	5CB2382LZV	1MA7A000042	9X39KQDZC2A4	9X2AKQFZJ0RJ	CNU8312YN7	CN42CFX15W	CN32RBVJ2Q				
Tag #	00010351		00029	000186	000287	00010235						

\* SEE ATTACHED PHOTOS

\* 2 BOXES MISC. CABLES



### **Estimate**

DATE: 10/21/2020

3726 Hawkins St NE, Albuquerque, NM 87109 Phone (505) 990-3732 Admin@ABQrecycling.com

### TO Nick E. Sedillo, NMCPRM

Operations Manager Risk Manager/Safety Officer www.torrancecountynm.org

o: 505.544.4310 c: 505.315.5888

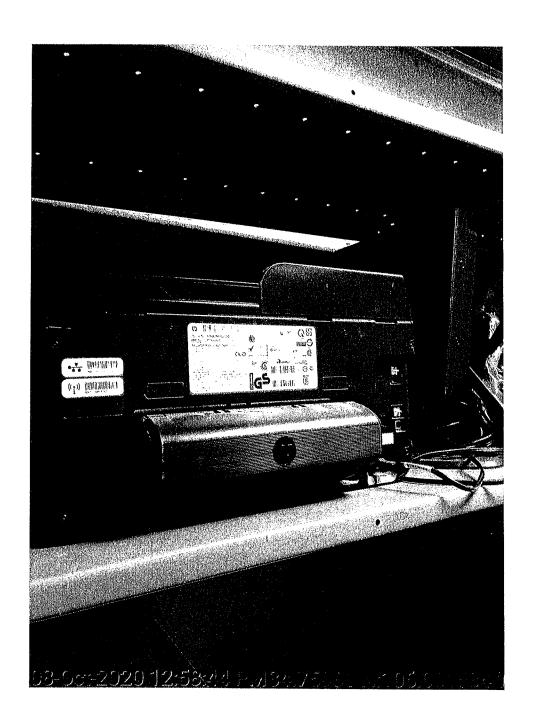
DESCRIPTION	QTY			RATE	LINE TOTAL
Collection pick up fee.	1		aria di contra dallo de contra	\$150.00	\$150.00
Recycling per pound for low grade scrap i.e printers, LCD monitors, keyboards and mice	500 lbs			.30	\$150.00
Hard drive data destruction	32			\$6.00	\$192.00
Certificate of Data Destruction	1		\$25.00		\$25.00
	TOTAL W/TAX	\$5	57.71		

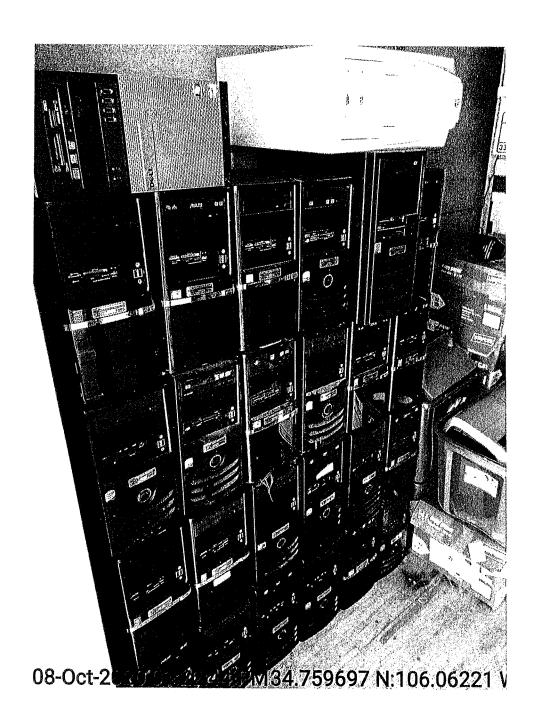
Estimate prepared by: Samuel Laing
his is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any
dditional terms of the agreement. You may want to include contingencies that will affect the quotation.
o accept this quotation, sign here and return:

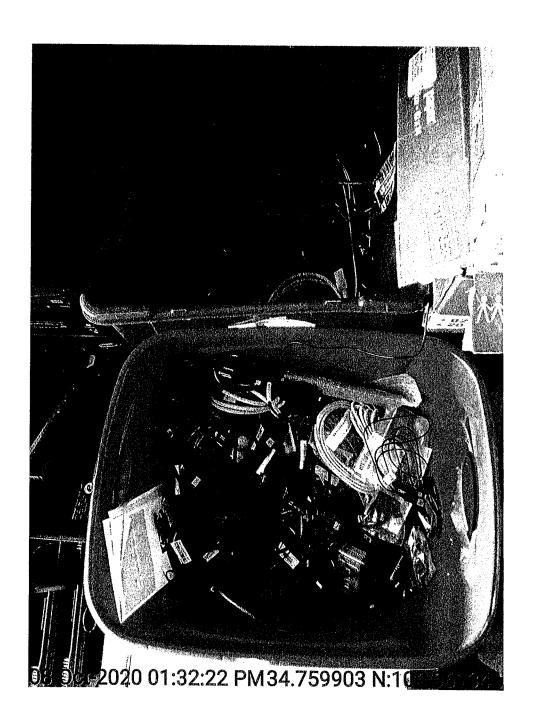
THANK YOU FOR YOUR BUSINESS!













#### **Torrance County** Property Disposition Committee Torrance County Resolution 2020-07

Date:/0-14-2020		
Requesting Department: Sher/FF		
Property Subject of Request: Frems		-
Disposition Type:		
Tangible PERSONAL Property with Current Resale Value of \$5,000 or Less:		
Considerations	Yes	No
Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.	-	
Photos, hard or digital copies, are attached for review.	NB	
Committee member(s) physically verified identity and condition of tangible PERSONAL property. If yes, list person(s) who verified:  Val Study by John Wive B No. L. Sedillo		
Committee verified current resale or market value.	Learning 1	
If tangible <b>PERSONAL</b> property was purchased through a grant, Committee verified disposal of this property is allowable.	NIA	
If tangible <b>PERSONAL</b> property is a vehicle, Committee verified the County has the title.	NA	
committee Notes:		
Committee Notes:  comms being exchanged for now fine cams with vendar  purchase of new fine cams		
	Property Subject of Request: Property Subject of Request: Property Subject of Request: Property Subject of Request: Property Subject of Resale Value of \$5,000 or Less:    Considerations	Property Subject of Request: Free Subject of Request: Free Subject of Request: Free Subject of Request: Free Subject of Request Free Subject of Research Subject of Re

2. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and condition of property. If yes, list person(s) who verified:		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible <b>PERSONAL</b> property was purchased through a grant, Committee verified disposal of this property is allowable.		
6	If tangible <b>PERSONAL</b> property is a vehicle or road equipment, Committee verified the County has the title or proof of ownership.	* *	
7	If <b>REAL</b> property, committee verified the County owns the property.		
8	If <b>REAL</b> property, committee verified receipt of appraisal, completed by a NM certified appraiser.		

**Committee Notes:** 

roperty Disposition Committee's Recommendation:  □ Dispose, as requested □ Do NOT dispose □ Dispose, as amended by Committee:	

3. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by		
	Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and		
	condition of property. If yes, list person(s) who verified:		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible PERSONAL property was purchased through a grant, Committee verified		
	disposal of this property is allowable.	i	
6	If tangible PERSONAL property is a vehicle or road equipment, Committee verified		
	the County has the title or proof of ownership.		
7	If <b>REAL</b> property, committee verified the County owns the property.		
8	If <b>REAL</b> property, committee verified receipt of appraisal, completed by a NM		
	certified appraiser.		

		•		
٨				
roperty Disposition Committe	ee's Recommendati	on.		
☐ Dispose, as requested		0114		
☐ Do NOT dispose				
☐ Dispose, as amended	by Committee:			
in Disposo, as amonded	o, committee		<u> </u>	

Operations Manager: \_\_\_\_

Finance Director:

#### To Be Completed by Manager/Finance

#### Property Disposition Approval/Checklist

4.	Board of County Commissioners, b	y Resolution No.	Date:
_			

5.	Tangible <b>PERSONAI</b>	∠ Property with	Current Resale	Value of \$5,000 or Less:
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	Action Required	Date Completed	Initials
1	County Manager or designee shall send to Department of Finance and	Completed	
	Administration Local Government Division (LGD) notification of property		
	disposition, including cover letter stating all statutory requirements have been		
	met, along with a copy of Commission's signed Disposition Resolution.		
2	County Manager or designee shall send to Office of State Auditor (OSA)		
1	notification of property disposition, including cover letter stating all statutory		
	requirements have been met, along with a copy of Commission's signed		
	Disposition Resolution.		
3	Wait thirty (30) days after notification to LGD and OSA.		
4	Dispose of property in manner indicated by Disposal Resolution.		
5	Remove property from County's capital asset list if applicable. (Triadic)		
6	Remove property from asset tracking software if applicable. (WASP - Asset		
	Cloud)		
7	Attach proof that County notified LGD and OSA.		

6. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Action Required	Date Completed	Initials
1	County Manager or designee shall submit request to the Department of Finance and Administration Local Government Division (LGD) for approval of property disposition, including a cover letter containing all applicable items found on Request for Approval of Property Disposition Checklist (see attached), along with a copy of Commission's signed Disposition Resolution.		
2	For <b>REAL</b> property, provide appraisal and copy of quitclaim deed.  WARRANTY DEEDS are not allowed.		
3	Upon receipt of LGD's approval, provide the LGD's approval letter to OSA, along with all materials the County provided LGD.		
4	If LGD exercises its authority, the <b>REAL</b> or tangible <b>PERSONAL</b> property shall be disposed by offering for sale or donation to a state agency, local public body, school district or state educational institution.		
5	For First Responder Vehicles, remove emergency equipment.		
6	For First Responder Vehicles disposed with emergency equipment, file justification for leaving on emergency equipment.		
7	If LGD approves the County's request, dispose of property in manner indicated by Disposal Resolution.		
8	Remove property from County's capital asset list. (Triadic)		
9	Remove property from asset tracking software. (WASP - Asset Cloud)		
10	Attach proof of LGD approval and of approval letter sent to OSA.		

#### 7. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	Action Required	Date Completed	Completed By
1	County Manager or designee shall submit request disposition packet to the State Board of Finance (BOF) for approval of property disposition, including cover letter, along with signed Disposition Resolution.		
2	Provide appraisal and copy of quitclaim deed. WARRANTY DEEDS are not allowed.		
3	Complete request disposition packet must be submitted to the BOF within the established deadline prior to meeting. Contact the BOF at 505-827-4980 for specific requirements.		
4	Upon the County receiving the BOF's approval for disposition of property, dispose in manner indicated by Disposal Resolution or as amended by the BOF.		
5	Remove property from County's capital asset list. (Triadic)		,
6	Remove property from asset tracking software. (WASP - Asset Cloud)		

#### 8. Contact Numbers:

- A. Department of Finance Administration Local Government Division (LGD): 505-827-4950
- B. Office of the State Auditor (OSA): 505-476-3800
- C. State Board of Finance (BOF): 505-827-4980



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible <b>PERSONAL</b> Property  Sale ✓ Exchange ☐ Donate ☐ Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  Ruger
6	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: Ruger  2) Location of Personal Property: TCSO Armory  3) Photos Attached: Image hard copy digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: Ruger M77  7) VIN/Serial Number: 74-05498  8) License Number:  9) Mileage:  10) Current Resale or Market Value: \$500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)  First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
I	Department Head's Signature: Math Runin Date: 08/13/2020



# Torrance County Request for Approval of Property Disposition Section 13-6, NMSA 1978 Torrance County Resolution 2020-07

L.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
	A. Department.
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible PERSONAL Property  Sale ✓ Exchange ☐ Donate ☐ Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  RIFLE
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: LAR  2) Location of Personal Property: TCSO Armory  3) Photos Attached: hard copy digital emailed to: 4) Torrance County ID Tag Number: 5) Year manufactured: 6) Make/Model: GRIZZLY 7) VIN/Serial Number: X00022
6	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
]	Department Head's Signature:



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible PERSONAL Property  Sale ✓ Exchange ☐ Donate ☐ Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description: RIFLE  B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: NORINCO 2) Location of Personal Property: TCSO Armory 3) Photos Attached: Image hard copy digital emailed to: 4) Torrance County ID Tag Number: 5) Year manufactured: 6) Make/Model: MAK90
	7) VIN/Serial Number: 9306691  \$\sqrt{\sq}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
D	pepartment Head's Signature: Muther Puru Date: 08/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale ✓ Exchange ✓ Donate
	B. Tangible <b>PERSONAL</b> Property Sale ✓ Exchange ☐ Donate ☐ Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:
6.	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: UNKNOWN  2) Location of Personal Property: TCSO Armory  3) Photos Attached: hard copy digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: SKS  7) VIN/Serial Number: BA7255 Ns  8) License Number:  9) Mileage:  10) Current Resale or Market Value: \$500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)  First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
I	Department Head's Signature: Marks Lui Date: 08/13/2020



# Torrance County Request for Approval of Property Disposition

1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate  B. Tangible PERSONAL Property
	Sale Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  RIFLE
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: RUGER  2) Location of Personal Property: TCSO Armory  3) Photos Attached:  hard copy digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: MINI 14  7) VIN/Serial Number: 183-49379   8) License Number:  9) Mileage:  10) Current Resale or Market Value:   \$\frac{\$500}{\$}  11) Grant Purchase:  Yes No (If yes, provide verification from granting agency, if allowable.)
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
De	epartment Head's Signature: Marker from Date: 05/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible PERSONAL Property  Sale ✓ Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  RIFLE
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: WINCHESTER  2) Location of Personal Property: TCSO Armory  3) Photos Attached:  hard copy  digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: MODEL 70  7) VIN/Serial Number: G160999  8) License Number:  9) Mileage:  10) Current Resale or Market Value: ≤\$500  11) Grant Purchase:  No (If yes, provide verification from granting agency, if allowable.)
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
D	epartment Head's Signature: Narty Lamin Date: 08/13/2020



1.	A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible PERSONAL Property  Sale ✓ Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description: SHOTGUN
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: BROLIN  2) Location of Personal Property: TCSO Armory  3) Photos Attached: Thard copy digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: BROLIN YL-12-IJY  7) VIN/Serial Number: 9900123 VS  8) License Number:  9) Mileage:  10) Current Resale or Market Value: \$500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
D	epartment Head's Signature: Martin Rumin Date: 08/13/2020



1.	A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate  B. Tangible PERSONAL Property
	Sale ✓ Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:
	Property name/identifier/address/legal description:     SHOTGUN
	<ul> <li>B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)</li> <li>1) Property Name/Identifier: BROLIN</li> </ul>
	Location of Personal Property: TCSO Armory
	3) Photos Attached: ✓ hard copy ☐ digital emailed to:
	N. T. I.
	,
	5) Year manufactured:
	6) Make/Model: BROLIN YL-12-IJY
	7) VIN/Serial Number: 9809848 N3
	8) License Number:
	9) Mileage:
	10) <u>Current</u> Resale or Market Value: <\$500
	11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	
	A. Appraisal (if current value exceeds \$5,000)
	B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
	Department Head's Signature: Marky hum Date: 08/13/2620
Ι	Department Head's Signature: Mucha from Date: 08/19/2020



#### Torrance County

# Request for Approval of Property Disposition Section 13-6, NMSA 1978

1.	A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate  B. Tangible PERSONAL Property
	Sale ✓ Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description: SHOTGUN
6	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: ESCORT  2) Location of Personal Property: TCSO Armory  3) Photos Attached: hard copy digital emailed to: 4) Torrance County ID Tag Number: 5) Year manufactured: 6) Make/Model: ESCORT MPA 7) VIN/Serial Number: 447473  8) License Number: 9) Mileage: 10) Current Resale or Market Value: \$500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)  First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
D	epartment Head's Signature: Naukus Knew Date: 08/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible <b>PERSONAL</b> Property  Sale ✓ Exchange ☐ Donate ☐ Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  SHOTGUN
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: ESCORT  2) Location of Personal Property: TCSO Armory  3) Photos Attached: hard copy digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: ESCORT MPA  7) VIN/Serial Number: 447506  8) License Number:  9) Mileage:  10) Current Resale or Market Value: \$500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
D	epartment Head's Signature: North furin Date: 08/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible <b>PERSONAL</b> Property  Sale ✓ Exchange ☐ Donate ☐ Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  SHOTGUN
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: ESCORT  2) Location of Personal Property: TCSO Armory  3) Photos Attached: hard copy digital emailed to: 4) Torrance County ID Tag Number: 5) Year manufactured: 6) Make/Model: ESCORT MPA 7) VIN/Serial Number: 447507 NS  8) License Number: 9) Mileage: 10) Current Resale or Market Value: \$500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)
<ul><li>6.</li><li>7.</li></ul>	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)  ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
De	partment Head's Signature: North Runn Date: 08/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. <b>REAL</b> Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Feachange Donate
	B. Tangible PERSONAL Property Sale
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction: To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:
	A. REAL Property:
	1) Property name/identifier/address/legal description:
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)
	1) Property Name/Identifier: SMITH & WESSON
	2) Location of Personal Property: TCSO Armory
	3) Photos Attached: hard copy digital emailed to:
	4) Torrance County ID Tag Number:
	5) Year manufactured:
	6) Malza/Madal, SMITH & WESSON MODEL 10
	7) VIN/Serial Number: 39K6207 NT
	8) License Number:
	9) Mileage:
	9) Mileage: 10) Current Resale or Market Value: <\$500
	11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:
	A. Appraisal (if current value exceeds \$5,000)
	B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
Dep	partment Head's Signature: Marky Junio Date: 08/13/2020
	<i>(</i> /



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible PERSONAL Property  Sale ✓ Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal: A. REAL Property:
	Property name/identifier/address/legal description:  S&W
	<ul> <li>B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)</li> <li>1) Property Name/Identifier: SMITH &amp; WESSON</li> <li>2) Location of Personal Property: TCSO Armory</li> </ul>
	<ul><li>3) Photos Attached:  hard copy  digital emailed to:</li></ul>
	5) Year manufactured:  6) Make/Model: SMITH & WESSON MODEL 10  7) VIN/Serial Number: 159072
	8) License Number:
	<ul> <li>10) <u>Current</u> Resale or Market Value: &lt;\$500</li> <li>11) Grant Purchase: ☐Yes ☑No (If yes, provide verification from granting agency, if allowable.)</li> </ul>
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
De	partment Head's Signature: Month funi Date: 08/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000 (If more than \$25,000, requires State Board of Finance approval.)  Sale ✓ Exchange ☐ Donate  B. Tangible PERSONAL Property ☐ Sale ✓ Exchange ☐ Donate ☐ Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description: RUGER
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: RUGER  2) Location of Personal Property: TCSO Armory  3) Photos Attached: hard copy digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: RUGER REDHAWK  7) VIN/Serial Number: 503-45826  8) License Number:  9) Mileage:  10) Current Resale or Market Value: \$500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)
6. 7.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)  ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
De <sub>]</sub>	partment Head's Signature: Marky Jan Date: 38/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000 (If more than \$25,000, requires State Board of Finance approval.)  Sale ✓ Exchange Donate  B. Tangible PERSONAL Property Sale ✓ Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction: To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description: SIG SAUER  B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.) 1) Property Name/Identifier: SIG 2) Location of Personal Property: TCSO Armory 3) Photos Attached Fiberd over Fill in the complete details for each.)
	3) Photos Attached:
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
Dep	partment Head's Signature: Muth hui Date: 08/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible <b>PERSONAL</b> Property  Sale ✓ Exchange ☐ Donate ☐ Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  GLOCK 17
6.	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: Glock 17 (FRAME ONLY)  2) Location of Personal Property: TCSO Armory  3) Photos Attached: hard copy digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: Glock 17  7) VIN/Serial Number: GU417US  8) License Number:  9) Mileage:  10) Current Resale or Market Value: \$500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)  First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
D	epartment Head's Signature: Muta Date: 08/13/202



#### Torrance County

## Request for Approval of Property Disposition Section 13-6, NMSA 1978

1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale ✓ Exchange ✓ Donate  B. Tangible PERSONAL Property  Sale ✓ Exchange ✓ Donate ✓ Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description: Glock 22  B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.) 1) Property Name/Identifier: Glock 22 2) Location of Personal Property: TCSO Armory 3) Photos Attached: hard copy digital emailed to: 4) Torrance County ID Tag Number: 5) Year manufactured:
6. 7.	6) Make/Model: Glock 22 7) VIN/Serial Number: DBP433US 8) License Number: 9) Mileage: 10) Current Resale or Market Value: <\\$500 11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.) First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)  ADDITIONAL REQUIREMENTS for REAL Property Disposition:
	A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)  spartment Head's Signature:  Date: 08/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible PERSONAL Property  Sale ✓ Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: Glock 22  2) Location of Personal Property: TCSO Armory  3) Photos Attached:  hard copy  digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: Glock 22  7) VIN/Serial Number: DBP379US N73  8) License Number:  9) Mileage:  10) Current Resale or Market Value: ≤\$500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
Г	Department Head's Signature: Manhan hours Date: 08/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale ✓ Exchange □ Donate  B. Tangible PERSONAL Property □ Sale ✓ Exchange □ Donate □ Other: □
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  GLOCK 22
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: Glock 22  2) Location of Personal Property: TCSO Armory  3) Photos Attached:  hard copy digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: Glock 22  7) VIN/Serial Number: DBP377US N³  8) License Number:  9) Mileage:  10) Current Resale or Market Value: ⟨\$500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
D	epartment Head's Signature: Martin Junio Date: 08/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible <b>PERSONAL</b> Property  ☐ Sale ✓ Exchange ☐ Donate ☐ Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  Glock 22
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: Glock 22  2) Location of Personal Property: TCSO Armory  3) Photos Attached: hard copy digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: Glock 22  7) VIN/Serial Number: DSBFFM022   8) License Number:  9) Mileage:  10) Current Resale or Market Value: \$500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
D	epartment Head's Signature: Moth Lein Date: 04/13/2020



#### **Torrance County**

#### Request for Approval of Property Disposition

1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate  B. Tangible PERSONAL Property
	Sale Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  GLOCK 21
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: Glock 21  2) Location of Personal Property: TCSO Armory  3) Photos Attached: Image has been placed by higher and copy digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: Glock 21  7) VIN/Serial Number: LPR167  8) License Number:  9) Mileage:  10) Current Resale or Market Value: Stood  11) Grant Purchase: No (If yes, provide verification from granting agency, if allowable.)
<ol> <li>7.</li> </ol>	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
De	partment Head's Signature: Mutur Lunio Date: 06/13/2020



# Torrance County Request for Approval of Property Disposition Section 13-6, NMSA 1978 Torrance County Resolution 2020-07

1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible <b>PERSONAL</b> Property  Sale ✓ Exchange ☐ Donate ☐ Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  GLOCK 22
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: Glock 22  2) Location of Personal Property: TCSO Armory  3) Photos Attached: That copy digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: Glock 22  7) VIN/Serial Number: DBP347 NS  8) License Number:  9) Mileage:  10) Current Resale or Market Value: \$500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
Ι	Department Head's Signature: Marker Lune Date: 05/13/2028



#### Torrance County

# Request for Approval of Property Disposition Section 13-6, NMSA 1978

1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale ✓ Exchange ☐ Donate  B. Tangible PERSONAL Property  Sale ✓ Exchange ☐ Donate ☐ Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction: To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description: GLOCK 22  B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.) 1) Property Name/Identifier: Glock 22
	2) Location of Personal Property: TCSO Armory  3) Photos Attached:  hard copy  digital emailed to:    4) Torrance County ID Tag Number:    5) Year manufactured:    6) Make/Model: Glock 22  7) VIN/Serial Number: DBP375    8) License Number:    9) Mileage:    10) Current Resale or Market Value:    \$\frac{\$500}{\$}\$    11) Grant Purchase:  Yes No (If yes, provide verification from granting agency, if allowable.)
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
De	partment Head's Signature: Mutro Junein Date: 06/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. <b>REAL</b> Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible PERSONAL Property Sale ✓ Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  Glock 22
6	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:
,	A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
J	Department Head's Signature: Math Ami Date: 38/13/2020



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2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible PERSONAL Property  Sale ✓ Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  Glock 22
6	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)
]	B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)  Department Head's Signature: Martin Paris Date: 38/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
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3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  Glock 22
6	TO THE OLID PARTITION OF THE ALL Droporty Disposition
]	Department Head's Signature:



Section 13-6, NMSA 1978
Torrance County Resolution 2020-07

1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible <b>PERSONAL</b> Property  Sale ✓ Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  Glock 22
	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: Glock 22  2) Location of Personal Property: TCSO Armory  3) Photos Attached:  hard copy  digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: Glock 22  7) VIN/Serial Number: DBP376  8) License Number:  9) Mileage:  10) Current Resale or Market Value: ≤\$500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
D	epartment Head's Signature: Marty 2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible PERSONAL Property  Sale ✓ Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  Glock 22
6	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: Glock 22  2) Location of Personal Property: TCSO Armory  3) Photos Attached: Image: Torrance County ID Tag Number: 4) Torrance County ID Tag Number: 5) Year manufactured: 6) Make/Model: Glock 22  7) VIN/Serial Number: BCKX242  8) License Number: 9) Mileage: 10) Current Resale or Market Value: <*500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)  First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)  ADDITIONAL REQUIREMENTS for REAL Property Disposition: A. Appraisal (if current value exceeds \$5,000) B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
]	Department Head's Signature: Marky from Date: 06/13/2020



## **Torrance County**

## Request for Approval of Property Disposition Section 13-6, NMSA 1978

Section 13-6, NMSA 1978
Torrance County Resolution 2020-07

1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible <b>PERSONAL</b> Property  Sale ✓ Exchange ☐ Donate ☐ Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  Glock 22  B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: Glock 22  2) Location of Personal Property: TCSO Armory  3) Photos Attached:    Identifier   Id
	4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: Glock 22  7) VIN/Serial Number: DSY435  8) License Number:  9) Mileage:  10) Current Resale or Market Value: <\$500  11) Grant Purchase: ☐Yes ✓No (If yes, provide verification from granting agency, if allowable.)
6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
De	epartment Head's Signature: white him Date: 05/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible PERSONAL Property  Sale ✓ Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  Glock 22
6	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: Glock 22  2) Location of Personal Property: TCSO Armory  3) Photos Attached: hard copy digital emailed to: 4) Torrance County ID Tag Number: 5) Year manufactured: 6) Make/Model: Glock 22  7) VIN/Serial Number: FTM234  8) License Number: 9) Mileage: 10) Current Resale or Market Value: \$500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)  First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7	DEAL Property Disposition
]	Department Head's Signature: Martin from Date: Date:



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible PERSONAL Property  Sale ✓ Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  Glock 22
6	A PROVIDENTE NEW TO SERVICE for DEAL Property Disnosition
	Department Head's Signature:



### **Torrance County**

## Request for Approval of Property Disposition Section 13-6, NMSA 1978

1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible <b>PERSONAL</b> Property  Sale ✓ Exchange ☐ Donate ☐ Other:
3.	Reason(s) for Disposal: No longer needed
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5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description: Glock 22  B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: Glock 22  2) Location of Personal Property: TCSO Armory  3) Photos Attached: hard copy digital emailed to: 4) Torrance County ID Tag Number: 5) Year manufactured: 6) Make/Model: Glock 22  7) VIN/Serial Number: DBP371US  8) License Number: 9) Mileage: 10) Current Resale or Market Value: <\$500
6.	11) Grant Purchase: ☐Yes ☑No (If yes, provide verification from granting agency, if allowable.)  First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
<i></i> 1	A DOUTHONIA I DEOLUDEMENTO Con DE A I Dronouto Diagnosition.
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
D	epartment Head's Signature: Marks from Date: 08/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible PERSONAL Property  Sale ✓ Exchange Donate Other:
3.	Reason(s) for Disposal: No longer needed
4.	Recommended Use of Funds Generated by This Transaction:  To purchase needed firearms and field equipment for deputies
5.	Details of Disposal:  A. REAL Property:  1) Property name/identifier/address/legal description:  Glock 22
6.	B. Tangible PERSONAL Property: (If multiple, please attach list with complete details for each.)  1) Property Name/Identifier: Glock 22  2) Location of Personal Property: TCSO Armory  3) Photos Attached: I hard copy digital emailed to:  4) Torrance County ID Tag Number:  5) Year manufactured:  6) Make/Model: Glock 22  7) VIN/Serial Number: DPP370 NS  8) License Number:  9) Mileage:  10) Current Resale or Market Value: S500  11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)  First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
I	Department Head's Signature: Martin Date: 08/3/2020



Section 13-6, NMSA 1978
Torrance County Resolution 2020-07

1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
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6.	First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)
7.	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
De	epartment Head's Signature: Marky from Date: 06/13/2020



1.	Department Head Requesting Disposition: Marty Rivera  A. Department: Sheriff
2.	Type of Disposition:  A. REAL Property appraised at less than \$25,000  (If more than \$25,000, requires State Board of Finance approval.)  Sale Exchange Donate
	B. Tangible PERSONAL Property  Sale ✓ Exchange ☐ Donate ☐ Other:
3.	Reason(s) for Disposal: No longer needed
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7	ADDITIONAL REQUIREMENTS for <b>REAL</b> Property Disposition:  A. Appraisal (if current value exceeds \$5,000)  B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)
I	Department Head's Signature: Marku Date: 08/13/2020



Agenda Item No. 12-A



## **Torrance County Board of Commissioners Meeting 10/28/2020**Department

### Item 12A

Department: Manager Prepared By: Cheryl Allen

Title: Motion to approve submittal of application for the Firehouse Subs Foundation grant to purchase radios for the Torrance County Sheriff's Office.

#### **Sponsor:**

Torrance County Sheriff's Office (TCSO)/Grants Department

#### Action:

Motion to approve submittal of application for the Firehouse Subs Foundation grant to purchase radios for the Torrance County Sheriff's Office.

#### **Summary:**

The Mission of the Firehouse Subs Foundation is to impact the lifesaving capabilities, and the lives of local heroes and their communities. This is accomplished by providing lifesaving equipment and prevention education tools to first responders and public safety organizations. To support that mission, the organization provides grants to departments located within 60 miles of a Firehouse Subs restaurant—the TCSO meets the criteria. Law enforcement, EMS, public safety organizations, non-profits and schools are eligible, but only one grant request is accepted per organization within two-year time frame.

#### **Significant Issues:**

- The Fire Department did not express an interest in applying for this grant.
- The TCSO needs to replace worn and broken radios required to perform enforcement and safety functions.
- TCSO wishes to purchase four (4) L3Harris XL-200P Multiband Radios with grant funds.
- The radios are compatible with the current VHF network and the First Net LTE upgrade being completed using funds from the State Homeland Security Grant Program (SHSGP).

#### Financial:

- No match is required.
- The maximum grant award equals \$50,000.
- A typical award equals \$15,000-\$25,000.
- Torrance County is applying for \$23,248.10 to purchase four (4) L3Harris XL-200P Multiband Radios.

• Generally, the grantor will purchase the equipment using quotations provided as part of the grant application and disperse the radios to the grantee.

#### **Staff Recommendation:**

Approve submittal of application for the Firehouse Subs Foundation grant to purchase radios for the Torrance County Sheriff's Office.



#### Quotation

To: Stephanie Dunlap
Torrance County Sheriff's Office
903 N. 5th
Estancia, NM 87016
sdunlap@tcnm.us
505-544-4900

From: Advanced Communications & Electronics, Inc. 2417 Baylor Drive SE
Albuquerque, NM 87106
505-244-3321

505-244-3321 505-244-3675 fax Lori Henz

lhenz@advtwoway.com

Date: September 30, 2020

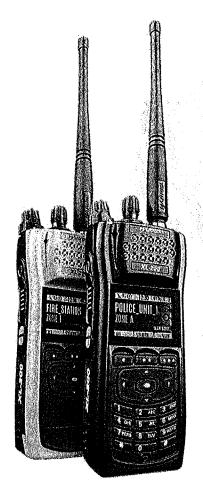
We are pleased to submit our proposal on the following;

#### L3Harris XL-200P Multiband Portable Radio

ltem	Quantity	Part #	Description	List Price/Each	Discount	Discounted Price/Each	Extended
			L3Harris XL-200P Multiband Portable Radio		er er er mennen betrettet er er		
1	4	XL-PFM1M	XL-200P Dual Band Portable Radio, Midnight Black	\$2,900.00	26%	\$2,146.00	\$8,584.00
2	4	XL-PKGF1	FEATURE PACKAGE, ALL BANDS, V+U+7/800	\$1,500.00	26%	\$1,110.00	\$4,440.00
3	4	XL-P25ED	FEATURE PACKAGE, P25 AND EDACS TRUNKING EDACS includes analog trunking, ProVoice™ digital trunking (allows for communications with CABQ,	\$2,000.00	26%	\$1,480.00	\$5,920.00
			Bernalillo Co and State of NM)				
4	4	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	\$0.01	26%	\$0.01	\$0.0
5	4	XL-PL4D	FEATURE, DES-CFB (OPTIONAL, for use if you need additional encryption)	\$240.00	26%	\$177.60	\$710.40
6	4	XL-PL4F	FEATURE, P25 PHASE 2, TDMA (allows for communications with metro area State of NM)	\$250.00	26%	\$185.00	\$740.00
7	4	XL-PA3V	BATTERY, LI-ION, 3100 MAH	\$150.00	26%	\$111.00	\$444.0
8	4	XL-CH4X	CHARGER, 1-BAY	\$150.00	26%	\$111.00	\$444.0
9	4	XL-NC5Z	ANTENNA, FLEX, HELICAL, 136-870 MHZ	\$100.00	26%	\$74.00	\$296.0
10	4	XL-HC3L	BELT CLIP, METAL	\$25.00	26%	\$18.50	\$74.0
11	4	XL-AE4B	SPEAKER MICROPHONE, EMERG BUTTON	\$225.00	26%	\$166.50	\$666.0
12	4	XL-CH4W	CHARGER, VC4000	\$175.00	26%	\$129.50	\$518.0
13	4	XLPS9X	POWER ADAPTER KIT, VC4000 CHARGER	\$35.00	26%	\$25.90	\$103.6
14	4	MAEV-NAE3Z	,	\$65.00	26%	\$48.10	\$192.4
			These items can be found on page 19 and are priced in accordance with State of NM Price Agreement 80-000-18-00027, expires March 2020 Radio Parts and Repair				
			OPTIONAL	1			
15	1	XL-LLA	FEATURE, LINK LAYER AUTHENTICATION (Prevents radio from being able to be cloned)	\$100.00	26%	\$74.00	
			Subtotal Equipment Cost				\$23,132.44
		Labor,	Installation & Optimization (see note 12 if this line item is over \$500.00)				-
			Frequency Coordination/FCC License				
			Freight				\$115.66
			Gross Receipts Tax			7.8750% .	φ. 10.00
			Total				\$23,248.10
	n 2-1.	.,	Notice - the terms and conditions of this proposal are sho			· · · · · · · · · · · · · · · · · · ·	

Standard Terms - Net 15, Subject to credit approval. Leasing and financing options are available upon request. 3 Delivery - 4 weeks ARO (after receipt of order) is typical. As used herein, "Proposal" means this document, also referred to as "Sales Agreement" once signed by "Seller" and "Customer", or by acceptance of a Customer provided purchase order. "Seller" means Advanced Communications and Electronics, Inc.; "Customer" means the customer named on the front of this "Proposal"; "Product" means the equipment and or parts Customer is purchasing from Seller, as more particularly described on the front of this "Proposal"; and "Manufacturer" means the manufacturer(s) of the Product. 5 Seller hereby disclaims any express or implied warranties regarding the Product, including, but not limited to, warranties of merchantability and/or fitness for a particular purpose. Customer acknowledges that the Product is sold "AS IS," and that the Manufacturer's warranty, if it exists, is the only warranty applicable to the Product. Customer agrees that its sole remedy for any nonconforming Product is the return of the Product and a refund of the purchase price. In no event shall Seller be liable 6 to Customer for any consequential or incidental damages resulting from any nonconforming Product. Returned products must be returned in unused condition and in the original packaging. Customer may return conforming Product to Seller, at Seller's sole discretion, within thirty (30) days of purchase for a refund of the purchase price. Seller has discretion to withhold up to a twenty percent (20%) restocking fee from any such refund. 8 Customer shall pay to Seller all costs and expenses, including court costs and reasonable attorney's fees, incurred by Seller In exercising any of its rights or remedies under this "Sales Agreement" or enforcing any of the provisions hereof. 9 This "Sales Agreement" shall be governed by and interpreted in accordance with New Mexico law. Any lawsuit related to this "Sales Agreement" shall be brought in a court of competent jurisdiction in Bernalillo County, New Mexico. 10 If any provision of this "Sales Agreement" is determined to be invalid or unenforceable, the remainder of this "Sales Agreement" shall not be affected thereby. 11 Customer acknowledges that it has read and understands the terms and conditions of the "Sales Agreement" and agrees to be bound by them. This "Sales Agreement" sets forth the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, made between the parties regarding the subject matter hereof. 12 Refer to Installation Agreement form for additional installation details and terms and conditions relating to the equipment installation. This additional form is required on all installations over \$500.00. Accepted By: Customer Slanature Date Seller Signature Date

2



## EXCEPTIONAL COMMUNICATIONS IN SEVERE CONDITIONS

#### **FEATURES**

Instant recall of received audio replays received transmissions to avoid missed calls.

Wi-Fi® connectivity allows voice delivery outside the radio coverage area using the Harris BeOn® application. Also, the optional cell modern provides voice and data wherever cellular/LTE is available.

Built-in GPS, Bluetooth®, Active Noise Cancellation, and 4-position A-B-C-D switch standard.

Unique user interface with two displays and innovative features such as Visual Zone identification (color coding of talkgroups) to make radio operation simple and intuitive.



### XL-200P PORTABLE

### FULL-SPECTRUM MULTIBAND

The XL-200P is Harris' second generation full-spectrum radio. Every radio is capable of operating on VHF, UHF, and 700/800 MHz frequencies, as well as providing voice and data over LTE broadband. Users may purchase the portable as single band, dual band, or full spectrum, and upgrade to add bands or LTE in the future.

### DESIGNED FROM THE GROUND UP TO CONVERGE VOICE AND DATA

Designed with input from mission-critical users, the XL-200P is an entirely new radio platform -- processor, memory, and software -- that merges robust LMR voice with unique-in-the-industry voice and data over cellular/LTE/Wi-Fi to provide leading-edge connectivity.

#### **AUDIO EXCELLENCE**

The new design pairs a powerful 1.5W audio amplifier with woofer and tweeter speakers (with resonant cavities and tuned ports) to conquer noise and deliver industry-leading clear and intelligible audio.

### COMPACT AND ERGONOMIC ALL BAND + LTE RADIO

The shape of the XL-200P was based on extensive human factors research to create a radio that nestles naturally in users' hands. Controls are shaped and arranged for ease of use and optimum performance, including accessory connections.

#### **TOUGH MECHANICAL PACKAGE**

With a rugged cast aluminum frame and tough seals, the XL-200P is constructed to operate in severe environments. This radio meets MIL-STD-810G for durability, including Method 511.5 for explosive atmospheres and Method 504.1 for contamination by fluids, so the radio can be scrubbed with cleansers and biological sanitizers.



#### **GENERAL SPECIFICATIONS**

Radio Models

Full Keypad:	TFT LCD w/DTMF	keypad, Nav cluster	, Soft Keys
Partial Keypad:	TFT LCD w/parti	al keypad, Nav cluste	er, Soft Keys
Dimensions (Wi	thout Knobs ar	id Antenna)	
	s (w/Battery)	Millimeters (v	w/Battery)
	5.8	148	
Width:	2.3	60	
Depth:	1.4	36	

Oun	ces	Ounces	Grams	Grams
(w/o Bat		(w/Bat & Ant)	(w/o Bat & Ant)	(w/Bat & Ant)
Radio: 10	).4.	/ 16.2	296	464

Midnight Black	High-Visibility Yellow
interfaces	

Front Display:	320 x 178 pixels, 1.8 in. transflective LCD, 16-bit color with backlight
Top Display:	128 x 32 pixels, 1.1 in. multi-color backlight, sunlight readable
Keypad:	Backlight, 3 soft keys, 5-way navigation

key, 4 x 3 keypad **Buttons:** Large PTT button, on/off knob, volume knob, red emergency button, 16-position top-mounted rotary knob, 2-position concentric switch, 4-position toggle switch, 3 programmable side buttons

Tx/Rx Indicator: Multi-colored LEDs

4446-14-70-4VA-918-3-1-3-1-3-1-3-1-3-1-3-1-3-1-3-1-3-1-3		Verific 6			
Supported Bands:	VHF &	UHF &	700/800	MHz & I	.TE
Channel Canacity	12 500	1/1-250	ner mice	ion blan	Y

Environmental Spe	cifications
Relative Humidity:	5% @ 140°F (+60°C), 95% @ 122°F (+50°C)
Vibration:	USDA LMR Standard, Section 2,15 & MIL-STD-810G, Test Method 514.6
Drop Shock:	1.0 meter drop to concrete (exceeds TIA-603-D)
Immersion*: *Optional feature	2 meters for 4 hours in accordance with MIL-STD-810G/IP68

*Optional feature		
Operating Temperature*: *Extreme low temperatures advers	° <b>F</b> -22 to +140 ely affect battery life	° <b>C</b> -30 to +60
Storage Temperature*; *Store batteries at +25°C ± 5°C	<b>%F</b> -40 to +176	<b>°C</b> -40 to +80
Altitude	Feet	Meters
Operational:	15,000	4,572
In Transit:	50,000	15,240
Electrical		
Input Voltage:	7.5	VDC (nominal)
GPS/GNSS Specifications		
Channels:	52	
Tracking Sensitivity:	-16	66 dBm (GPS)
	-16	3 dBm (GLONASS)
Acquisition Sensitivity:		l6 dBm (GPS)
Cold Start w/-130 dBm inpu		5 seconds
Hot Start w/-130 dBm input	: <1	second

#### **Hazardous Location Options:**

Approved for use in the U.S. and Canada in Class I, Division 2. Groups A, B, C, and D hazardous locations

RoHS compliant

#### **LMR TRANSMITTER**

Typical Performance Specifications	Full-Spectrum Multiband*
Frequency Range (MHz) Option 1 (U.S.):	136-174, 378-522, 768-776, 798-806, 806-816, 851-861
Option 2 (International):	136-174, 378-522, 763-776, 793-806, 806-825, 851-870**
Rated RF Power (W):	VHF: 1-6, UHF: 1-5, 700/800: 0.5-3
Rated RF Power Talkaround (W):	VHF: 1-6, UHF: 1-5, 700/800: 0.5-3
Frequency Stability (-30 to +60°C) (ppm):	±1.0
Modulation Limiting (kHz):	2.5, 4, 5 (FM)
Audio Response (dB):	+1/-3
Spurious and Harmonics (dBc):	-80, FCC Part 90
FM Hum and Noise@25 kHz (dB):	VHF: 70, UHF: 60, 700/800: 55
@12.5 kHz (dB):	VHF: 47, UHF: 47, 700/800: 45
Audio Distortion (%):	<1:25
Project 25 Modulation Fidelity (%):	1.0
Project 25 Adjacent Channel Power (dBc):	>71
*VHF and LIHE product is compliant with applicable ECC parrowbandi	ng mandata halaw 512 MHz

VHF and UHF product is compliant with applicable FCC narrowbanding mandate below 512 MHz.

\*\*Future option

REGULAT	ORY DATA	Δ.					
Frequency Range (MHz)	RF Output (W)	Frequency Stability (ppm)	FCC Type Acceptance Number	Applicable FCC Rules	Industry Canada Certification Number	Applicable Industry Canada Rules	NTIA Certification Number
136-174	6.0	∋±1,0	OWDTR-0133-E	22, 74, 80, 90	3636B-0133	RSS-119	TBD
378-522	5.0	±1.0	OWDTR-0133-E	22, 74, 80, 90	3636B-0133	RSS-119	TBD
768-776 798-806	13.0	±1.0	OWDTR-0133-E	90	3636B-0133	RSS-119	TBD
806-816	3.0 3.0	±1.0 ±1.0	OWDTR-0133-E OWDTR-0133-E	90   90	3636B-0133 3636B-0133	RSS-119   RSS-119	TBD
851-861	3.0	±1.0	OWDTR-0133-E	90	3636B-0133	RSS-119	TBD TBD
2402-2480	0.2	TBD	OWDTR-0133-E	15 000 0000	3636B-0133	RSS-119	TBD
5180-5825	0.1	TBD	OWDTR-0133-E	15	3636B-0133	RSS-119	TBD

Technical specifications are subject to change without notice. Product sales are subject to applicable U.S. export control laws.

LMR RECEIVER			
Typical Performance Specifications	Full-Spectrum Mult	tiband*	
Frequency Range (MHz) Option 1 (U.S.)		768-776, 851-861	
Option 2 (Inter		erreinning i de la ciliforatail e de Louis ant Colorde de mandre de la factorie de la factorie de la colorde d	
Channel Spacing (kHz):	25 (wideband*), 12	2.5 (narrowband), 6.25 equiv	(TDMA P25 Phase 2)
Frequency Stability (-30 to +60°C) (ppm):	±1.0		
Sensitivity (12 dB SINAD) (dBm):	VHF: -122, UHF:-12	1, 700: -121, 800: 120	
Project 25 Reference Sensitivity @ 5% BER	(dBm): VHF: -122, UHF:-12	1, 700/800: -120.5	
Analog Selectivity @ 25 kHz (dB):	VHF: 77, UHF: 77, 7	700/800: 74	
@ 12.5 kHz (dB):	VHF: 71, UHF: 70, 7	<b>'</b> 00/800: 64	
P25 Adjacent Channel Rejection @ 12.5 kH			
Intermodulation (dB):	VHF: 80, UHF: 81, 7	700/800: 78	
Spurious and Image Rejection (dB):	VHF: 90, UHF: 87, 7	response temperature and the second s	
FM Hum and Noise @ 25 kHz (dB):	VHF: -60, UHF: -60,	"梦秋节,我们就连续被风机会的规模的是自然的",但是第一年的时间的"大大",	
@12,5 kHz (dB):	VHF: -55, UHF: -53,	700/800: -50	
Rated/Max. Audio Output (mW):	1500/4000	population program is the contribution of the	AARDEST CONTRACTOR ACCUSED ACC
Audio Distortion:	1.1%,@ rated pow		
*VHE and LIHE product is compliant with applic	able ECC narrowbanding mandate below	v 512 MHz	

*VHF an	d UHF product	is compliant with	applicable	FCC narrowbanding	mandate below 512	≀MHz.
A. A. M.						

<sup>\*\*</sup>Future option

ENVIRONMENT	AL STANDARDS		
Standard	Parameter	Methods	Procedures/Categories
MIL-STD-810G*	Low Pressure	500.5	1,2
	High Temperature	501.5	1,2
	Low Temperature	502.5	1,2 1,2
	Temperature Shock	503.5	1
	Solar Radiation	505.5	
	Contamination by Fluids	504.1	2
	Blowing Rain	506.5	
	Humidity	507.5	2 Canatam realizata terri nun orang perakanan mengaran pener, lubah salah
	Salt Fog		
	Blowing Dust & Sand	510.5	1,2 no comenza da responsación de comencia
	Explosive Atmosphere	511.5	
	Immersion**	512.5	
	Vibration (Minimum Integrity)	514.6	1, Category 24
	Vibration (Basic Transportation)	PARTER AND CONTRACTOR	1, Category 4
	Shock (Functional/Basic)	516.6	anaczian ilanier w protest po stolet star
	Shock (Transit Drop)	516.6	4 6
15.5 5.05.30	Shock (Bench Handling)	516.6	
IEC 60529	Dust-tight, Continuous Immersion	on** IP68	

<sup>\*</sup>Also meets equivalent superseded MiL-STD-810D, -E, and -F. \*\*Optional feature.

CELLULAR BROADBAI	MD
-------------------	----

LTE Protocol:	3GPP Release 9, Power Class 3 UE with RX diversity
Public Safety Broadband:	Band 14, 788-798 MHz TX, 758-768 MHz RX, 5 or 10 MHz BW*
Commercial Broadband:	Band 13, 777-787 MHz TX, 746-756 MHz RX, 5 or 10 MHz BW*
Commercial Broadband:	Band 4, 1710-1755 MHz TX, 2110-2155 MHz RX, 5, 10, 15, or 20 MHz BW*
Wi-Fi:	802.11b/g/n 2.4 GHz & 5 GHz
The state of the s	Bluetooth 4.0
*Future option	

#### **DIGITAL OPERATION**

The state of the s		
Protocol	ProVoice™*	P25
Vocoding Method:	AMBE + 2™ Enhanced Full Rate	AMBE + 2 Enhanced Full Rate & Enhanced Half Rate
Signaling Rate (kbps):	9.6	9.6
Modulation:	GFSK	Phase1 TX: C4FM, RX: C4FM & WCQPSK
		Phase 2 TX: HCPM, RX: WCQPSK
*Future option	The state of the s	A SECTION OF THE PROPERTY OF THE CONTRACT OF T

#### **ENCRYPTION**

Encryption A	Magrithms	ΛEC	DEC OED
Eliciypuon /	Algoriums,	AES,	DES-OFB

Encryption Keys per Radio: Capable of storing 128 keys (64 AES, 64 DES)
Keying: Harris Key Loader, Over-the-Air Rekeying (OTAR), Motorola KVL 3000+/4000

Standards: FIPS 140-2, FIPS 197

-1.	<b>[4</b>
	3:41

the second secon	The second control of	All productions of the control of th	
Type	Dimensions (L x W x D)	Weight	Capacity (mAh)
Li-lon	3.0 x 2.3 x 0.9 in.	4.8 oz (136g)	3100

#### **ACCESSORIES**

The XL-200P is available with a selection of dependable Harris accessories that operate in a range of environments. Several are shown below.

#### Heariset

The XL-200P can be used with a wide variety of headsets and covert audio accessories to provide a complete user-gear solution for the industrial, public safety, utility, and transportation markets. Heavy-duty and lightweight headsets are available with in-ear or over-the-ear hearing protection, flexible boom microphones with noise-reduction technology, and standard or remote PTTs. In addition, the XL-200P can be used with Bone Conducting Skull Headsets and Throat Microphone/Headset Kits. Covert audio kits are available in black or beige, and in 2-wire or 3-wire configurations with earpiece, microphone, and PTT.



**Tactical Headset** 



3-Wire Mini-Lapel Microphone

#### (Octavilate Confidence

Harris offers a versatile line of carrying cases for the XL-200P full-spectrum multiband radio. Options include a standard belt clip and premium belt loop, both of which afford the radio user a low-profile, integrated carrying option. In addition, a premium leather holster is available for attaching to a belt or wearing with the premium leather shoulder strap.



Belt Clip



Leather Carrying Case

#### Chalder

Harris offers a variety of chargers for the XL-200P: Single-Bay, Multi-Bay, and a Vehicular Charger for in-car charging. The chargers are designed to quickly and safely charge battery packs in approximately 1 to 4 hours.



Single-Bay Charger



Multi-Bay Charger



Vehicular Charger

#### Additional Accessories Available

Bluetooth speaker microphones, Bluetooth covert earpieces, standard speaker microphones, Lithium Ion battery, PC programming software and cables, other subminiature surveillance accessories, and antennas.

#### **About Harris Corporation**

Harris Corporation is a leading technology innovator that creates mission-critical solutions that connect, inform and protect the world. The company's advanced technology provides information and insight to customers operating in demanding environments from ocean to orbit and everywhere in between. Harris has approximately \$8 billion in annual revenue and supports customers in 125 countries through four customer-focused business segments: Communication Systems, Space and Intelligence Systems, Electronic Systems, and Critical Networks.

**FLORIDA** 

**NEW YORK** 

VIRGINIA

BRAZIL

UNITED KINGDOM

UAE

**SINGAPORE** 

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\*\* TECHNOLOGY TO CONNECT, INFORM AND PROTECT™



Agenda Item No. 12-B



#### **MEMORANDUM**

Date:

October 13, 2020

To:

Michael Sandoval, Cabinet Secretary

Through:

Jeff Barela, Director, Traffic Safety Division Jeff Barela

From:

Kimberly Wildharber, Staff Manager Kimberly Wildharber

Subject:

Letter of Justification for Grant Agreement between the New Mexico

Department of Transportation Traffic Safety Division and County of Torrance

1. TSD Program Manager John Vargas Phone #505-231-6784 will oversee the project(s).

- 2. The Consolidated Agreement provides funding to Torrance County Sheriff's Department to conduct the following project(s) and activities as shown below.
  - ENDWI \$2,160.00 (Federal 164 AL Fund)

The ENDWI program funds overtime enforcement for DWI checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.

- BKLUP -\$2,790.00 (State Road Fund)
  - The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
- STEP \$2,820.00 (State Road Fund)

Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.

- 3. The agreement will be effective from date of last signature to 9/30/2021.
- 4. A deliverables table is listed in Exhibit A-C.
- 5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

Michelle Lujan Grisham

Governor

Michael R. Sandoval Cabinet Secretary

Commissioners

Jennifer Sandoval Commissioner, Vice-Chairman District I

Bruce Ellis Commissioner District 2

Hilma E. Chynoweth Commissioner District 3

Walter G. Adams Commissioner, Chairman District 4

**Thomas C. Taylor** Commissioner District 5

Charles Lundstrom Commissioner, Secretary District 6

General Office

P. O. Box 1149

Santa Fe, NM 87504



October 13, 2020

Ms. Donna Zamora Torrance County Sheriff's Department P. O. Box 498 Estancia, NM 87016

RE: Project Agreement

Dear Ms. Zamora:

Enclosed is the project agreement for the federal 2021 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town, or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
	23 U.S.C. § 164	20.608	69A37520300001640NMA	8/14/2019	\$2,160.00
01-OP-RF-103	State Road Fund				\$2,790.00
01-PT-RF-103	State Road Fund				\$2,820.00

#### 2 CFR Subpart F 200.500-521

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with \$200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

#### Michelle Lujan Grisham Governor

Michael R. Sandoval Cabinet Secretary

#### Commissioners

Jennifer Sandoval Commissioner, Vice-Chairman District 1

#### Bruce Ellis Commissioner District 2

#### Hilma E. Chynoweth Commissioner District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor Commissioner District 5

Charles Lundstrom Commissioner, Secretary District 6



(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than \$750,000 during your agency's fiscal year 2020, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {20}."

Your agency must submit copies of any audits and review reports which they have had prepared to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

#### **Operational Plan**

Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification and basic crash data upon which the project is based. Performance goals should be specific, measurable, actionoriented, realistic, and time-bound.

#### **Performance Indicators**

The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

ENDWI Small Agency (Populations below 50,000) – 1 DWI in 36 hours

BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.

**STEP** 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,

Jeff Barela, Director

**Traffic Safety Division** 

Enclosure

### Office of General Counsel Contract Brief Form

Date: Octob	er 13, 2020	From: John Vargas	Location: Iraffic	Safety Division
Phone: <u>505-2</u>	<u> 231-6784</u>		Agency: NMDO	_
Contractor:	Torrance Cou	nty Sheriff's Departr	<u>nent</u>	
Project No.:	01-AL-64-103,	01-OP-RF-103, 01-P	T-RF-103	
NEVAL CONTE	NACT			
NEW CONTR	RACT FP, if applicable	2		
		ource justification		
Copy of ap	pproved small p	ourchase justification		
Copy of C	ontract Brief sig	ned by Contract Adr	ninistration	
Scope of V	Compensation			
	•	e attach a copy of the he RFP. (If applicable	•	t, any previous
		REMENT PROCESS local public bodies).	(university: other	educational institutions;
	v if there are ex		•	0) working days. Please e immediate review of
and agreeme.		Attorney Review	Comments	
469-6411 if yo	ou have any qu nake correction	estions. s on pages _		ons. Please call at (505)
indicated on t	he agreement s	submitted for review	or discussed with	will make the corrections you.  by to the receptionist for
	and approval.	. •	·	
Other Comme	ents			

CONTRACT NUMBER:
GRANTEE DUNS NUMBER: 95746517
VENDOR NUMBER: 0000054405

#### **GRANT AGREEMENT**

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and County of Torrance (**Grantee**), collectively referred to as "the Parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

- **1. Award.** The Department hereby awards the Grantee funding for the following projects:
  - a. End Driving While Impaired (ENDWI), Project No. 01-AL-64-103, \$2,160.00;
  - b. Buckle Up (BKLUP)/Click It or Ticket (CIOT), Project No. 01-OP-RF-103, \$2,790.00;
  - c. Selective Traffic Enforcement Program (STEP), Project No. 01-PT-RF-103, \$2,820.00;
  - d. Total Funding awarded per this Agreement \$7,770.00.
- **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit A** ENDWI; **Exhibit B** BKLUP/CIOT; **Exhibit C** STEP.
- **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than thirty (30) days after termination of this Agreement, unless otherwise approved by the Department.
- 4. Records and Audit. The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.

- 5. Officials Not to Benefit. The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee, or tribal council member, in that person's individual capacity, will benefit from this Agreement.
- **Grantee thirty** (30) days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving by giving the Department thirty (30) days' written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.
- **7. Appropriations.** The Grantee acknowledges that:
  - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
  - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
  - c. the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
- **8. Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
  - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
  - b. all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15 (and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation);
  - c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related regulations;
  - d. 2 C.F.R. 200, Subpart F Audit Requirements, Sections 200.500 200.521; and
  - e. those sections in **Exhibit D** labeled "applies to subrecipients as well as states."
- **9. Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or email; and be addressed as follows:

to the Department at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

to the Grantee at: Torrance County Sheriff's Department Attn: Ms. Donna Zamora P. O. Box 498 Estancia, NM 87016

- **10. Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The Parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
- 11. Tort Claims. 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 the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq., as amended. This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act.
- **12. Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
- **13. Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
- **14. Term.** This Agreement takes effect upon signature of all Parties. If the Grantee does not deliver the signed Agreement to the Department within sixty (60) days of the Department's signature, the Agreement will be voidable by the Department. The Agreement terminates at 12:00 a.m. on September 30, 2021, unless earlier terminated as provided in Section 6 or Section 7.
- **15. Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.
- **16. Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.
- 17. No Third-party Beneficiary. This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
- 18. Scope of Agreement and Merger. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other Agreements, whether written or oral, between the Parties, except that this Agreement does not supersede the Grantee's rights under any other grant agreement.
- **19. Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded Agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted

contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

#### **NEW MEXICO DEPARTMENT OF TRANSPORTATION**

Title: Torrance County Attorney

Ву:	Date: _		
Cabinet Secretary or Designee	_		
COUNTY OF TORRANCE			
By: Janice Y. Barela (Oct 28, 2020 13:39 MDT)	Date: _	Oct 28, 2020	
Title: County Manager			
Approved as to form and legal sufficiency.			
By: Junell	Date:	Oct 15, 2020	
Assistant General Counsel Department of Transportation			
Approved as to form and legal sufficiency.			
<i>John M. Butrick</i> By: John M. Butrick (Oct 15, 2020 16:14 MDT)	Date: _	Oct 15, 2020	

#### Exhibit A: Scope of Work, Training, Reimbursement and Reporting

#### END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 01-AL-64-103

- 1. Scope of Work. The Grantee shall conduct DWI directed enforcement patrols (DDEPs) as negotiated between the Department and the Grantee, in high crash locations identified in data compiled by local, state or federal government agencies and included the Grantee's Operational Plan. The Department encourages the Grantee to accompany DDEPs with public information, media and educational activities. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encouraged to schedule DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.
- **2. Definitions.** For purposes of this exhibit, the following definitions apply:
  - "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

"Winter Superblitz Period" means November 13, 2020 to January 2, 2021.

"St. Patrick's Day Mini Superblitz Period" means March 12 to March 20, 2021.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2021.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2021.

"National DWI Mobilization Period" means August 20 to September 6, 2021.

3. Training and Qualifications. The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

- **4. Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31, 2021. If the final claim is submitted after October 31, 2021, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:
  - a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
  - b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
  - overtime costs for officers or civilian employees to dispatch or process paperwork directly related to the DDEPs conducted during the claim month. The Grantee can only claim up to 10 percent of the total monthly claim amount; and
  - d. in state travel and related expenses for officers to attend DWI related training approved by the Department in advance and shall be reimbursed in accordance with the Regulation Governing the New Mexico Per Diem and Mileage Act, 2.42.2 NMAC.
- **Reporting.** The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
- **6. Funding.** The Department expects the funding source to be 23 U.S.C. Section 164 and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$2,160.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$2,160.00

- **Goals.** The Department's performance goals for the state are as follows: Five-year average alcoholimpaired fatality data show a relatively stable trendline from 2014 to 2018, and projected data through 2021 shows the trendline remaining stable. Given this data and the State's continued focus on reducing drunk driving through ENDWI and the National Drive Sober or Get Pulled Over enforcement and media efforts, the State has determined to set the five-year average projection of 110 as the 2021 target
- **8. Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

#### Exhibit B: Scope of Work, Training, Reimbursement and Reporting

#### BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 01-OP-RF-103

- (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason, the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.
- 2. **Definitions.** For purposes of this exhibit, the following definitions apply:
  - "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.
  - "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.
  - "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
  - "Winter Superblitz Period" means November 13, 2020 to January 2, 2021.
  - "St. Patrick's Day Mini Superblitz Period" means March 12 to March 20, 2021.
  - "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2021.
  - "National Occupant Protection Mobilization Click It or Ticket period" means November 16-29, 2020 and May 24 to June 6, 2021.
  - "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2021.
  - "National DWI Mobilization Period" means August 20 to September 6, 2021.
- 3. Training and Qualifications. The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

- 4. Reimbursement. The Department will pay the Grantee for the actual cost paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31, 2021. If the final claim is submitted after October 31, 2021, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:
  - a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
  - b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
  - c. assistance at child safety seat clinics or car seat fitting stations.
- **Reporting.** The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
- **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$2,790.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$2,790.00

- **7. Goals.** The Department's performance goals for the state are to:
  - a. Unrestrained occupant fatalities rose by 7 percent in 2018 from 2017, but preliminary and projected data indicate relatively stable numbers of these fatalities through 2021. Given the State's BKLUP enforcement and awareness campaign and participation in the National CIOT, the State has determined to set the annual projection of 114 as the 2021 target
  - b. New Mexico's observed seatbelt use percentage has remained above 90 percent since 2011. The State anticipates being able to maintain its seatbelt use above 90 percent in 2021 and determines to set the annual projection of 91.0% as the 2021 target

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**Equipment.** The Grantee may only purchase equipment under this Agreement with prior written

8.

approval of the Department.

#### Exhibit C: Scope of Work, Training, Reimbursement and Reporting

### SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and SUMMER ENFORCEMENT PERIOD Project Number: 01-PT-RF-103

- 1. Scope of Work. The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 20, 2021 through September 27, 2021.
- **2. Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

- **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.
- 4. Reimbursement. The Department will pay the Grantee for the actual cost paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31, 2021. If the final claim is submitted after October 31, 2021, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and
- b. training for officers not previously trained in STEP.
- **Reporting.** The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
- **6. Funding STEP.** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$2,820.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$2,820.00

- **7. Goals.** The Department's performance goals for the state are as follows:
  - a. Speeding-related fatalities rose by 10.6 percent in 2016 from 2014, and then fell by 9.6 percent in 2018 from 2016. Preliminary data indicate that speeding-related fatalities were 36.8% of all crash fatalities in 2019, and projected data show these fatalities increasing again in 2020 and 2021. Given these anticipated increases, the State has determined to set the annual projection of 155 as the 2021 target
  - b. Five-year average alcohol-impaired fatality data show a relatively stable trendline from 2014 to 2018, and projected data through 2021 shows the trendline remaining stable. Given this data and the State's continued focus on reducing drunk driving through ENDWI and the National Drive Sober or Get Pulled Over enforcement and media efforts, the State has determined to set the five-year average projection of 110 as the 2021 target
  - c. New Mexico's observed seatbelt use percentage has remained above 90 percent since 2011. The State anticipates being able to maintain its seatbelt use above 90 percent in 2021 and determines to set the annual projection of 91.0% as the 2021 target
  - d. Five-year average fatalities rose by 5.6 percent between 2014 and 2018, and preliminary and projected data indicate that fatalities will continue to increase, but by a higher 15.6 percent between 2017 and 2021. The State has determined to set a five-year average target at the projected level of 411.6.
- **8. Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

### **Exhibit D: Certifications and Assurances**

Appendix A to Part 1300 – Certifications and Assurances for Fiscal Year 2021 Highway Safety Grants (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]

State: New Mexico Fiscal Year: 2021

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

### **GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

### INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

### FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, <u>OMB Guidance on FFATA Subward and Executive Compensation Reporting</u>, August 27, 2010, (<a href="https://www.fsrs.gov/documents/OMB Guidance on FFATA Subaward and Executive Compensation Reporting 08272010.pdf">https://www.fsrs.gov/documents/OMB Guidance on FFATA Subaward and Executive Compensation Reporting 08272010.pdf</a>) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award:

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
  - (i) the entity in the preceding fiscal year received—
    - (I) 80 percent or more of its annual gross revenues in Federal awards;
  - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

### **NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities,

public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

### The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and
  consultants to comply) with all applicable provisions of law or regulation governing US
  DOT's or NHTSA's access to records, accounts, documents, information, facilities, and
  staff, and to cooperate and comply with any program or compliance reviews, and/or
  complaint investigations conducted by US DOT or NHTSA under any Federal
  Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
  - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees
    - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

### THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The grantee's policy of maintaining a drug-free workplace:
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs:
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - 1. Abide by the terms of the statement;
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted
  - 1. Taking appropriate personnel action against such an employee, up to and including termination;
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

### **CERTIFICATION REGARDING FEDERAL LOBBYING**

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement:
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

# <u>CERTIFICATION REGARDING DEBARMENT AND SUSPENSION</u> (applies to subrecipients as well as States)

<u>Instructions for Primary Tier Participant Certification (States)</u>

- 1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- 4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency enteringinto this transaction.
- 7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to complywith 2 CFR parts 180 and 1200.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

### <u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier</u> <u>Covered Transactions</u>

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Lower Tier Participant Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>).
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

# <u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:</u>

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **BUY AMERICA ACT**

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

# <u>PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE</u> (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

### **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

### POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

### **SECTION 402 REQUIREMENTS**

- 1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
- 2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
- 3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
- 4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
- 5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
- 6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
- 7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
  - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to
    - o Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - o Increase use of seat belts by occupants of motor vehicles;
  - Submission of information regarding mobilization participation into the HVE Database:
  - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;

- An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).
   (23 U.S.C. 402(b)(1)(F))
- 8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
- 9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Michael Sandoval (Jul 27, 2020 10:43 MDT)	
Signature Governor's Representative for Highway Safety	Date
Printed name of Governor's Representative for Highway Safety	

## New Mexico Traffic Safety Division Project Information Sheet

Contra	ct Number:						
			C T				
Govern	nment Unit:	Coun	ty of Torrance				
Cont	ract term:	(	- 09/	30/2021)		· · · · · · · · · · · · · · · · · · ·	
Vendo	or Number:	00000	054405		Address I	D:	
			Grantee	Contact Inf	fo		
Pr	oject Director a	nd Title	e: Ms. Donn	a Zamora			
Phone:	505-246-4773	3	E-mail:	donnaz@t	cnm.us		
	Agency Name	: Tor	rance County	Sheriff's De	epartment		
	Address	: P.O	. Box 318				
	City, State ZIP	· Ect	ancia, NM 870	016			
	City, State Zir	LSto	alicia, IVIVI 670	7.0			
			TSD Co	ntact Info			
Prog	gram Manager:	John	Vargas		Phone:	505-23	1-6784
	TSD Finance:	Avalo	n Wright		Phone:	505-660	0-8103
			_				
			<del>_</del>	Breakdow			
Funding	Project Numb	er	Amount	Fund	Departmer	nt Code	PO Number
ENDWI	01-AL-64-103	3	\$2,160.00	10010	5000000	0000	
BKLUP	01-OP-RF-103	3	\$2,790.00	20100	5100000	0000	
STEP	01-PT-RF-103	3	\$2,820.00	20100	5100000	0000	
	To	tal	\$7,770.00				
PO Entere	d by TSD Financ	e:				Date:	
PO Appro	ved by Contract	s:				Date:	
Comment	s:						

Signature:

Email:

# **Torrance County SO FY 21 Agreement**

Interim Agreement Report

2020-10-28

Created:

2020-10-13

By:

John Vargas (John.vargas2@state,nm,us)

Status:

Out for Signature

Transaction ID:

CBJCHBCAABAAcj555YM8YUoJNeNo-hk1NS5hdMCEbvoS

### Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

### "Torrance County SO FY 21 Agreement" History

- Document created by John Vargas (John.vargas2@state.nm.us) 2020-10-13 2:05:26 PM GMT- IP address: 75.161.132.242
- Document emailed to Kim Wildharber (kimberly.wildharber@state.nm.us) for signature 2020-10-13 2:09:13 PM GMT
- Email viewed by Kim Wildharber (kimberly.wildharber@state.nm.us) 2020-10-13 4:59:07 PM GMT- IP address: 45.41.142.47
- Document e-signed by Kim Wildharber (kimberly.wildharber@state.nm.us)

  Signature Date: 2020-10-13 5:00:44 PM GMT Time Source: server- IP address: 73.242.241.132
- Document emailed to Jeff Barela (jeff.barela2@state.nm.us) for signature 2020-10-13 5:00:46 PM GMT
- Email viewed by Jeff Barela (jeff.barela2@state.nm.us) 2020-10-13 5:25:32 PM GMT- IP address: 69.254.138.11
- Document e-signed by Jeff Barela (jeff.barela2@state.nm.us)

  Signature Date: 2020-10-13 5:26:14 PM GMT Time Source: server- IP address: 69.254.138.11
- Document emailed to John Newell (johnp.newell@state.nm.us) for signature 2020-10-13 5:26:17 PM GMT
- Document e-signed by John Newell (johnp.newell@state.nm.us)

  Signature Date: 2020-10-15 8:41:50 PM GMT Time Source: server- IP address: 174.28.40.224
- Document emailed to John M. Butrick (jbutrick@tcnm.us) for signature 2020-10-15 8:41:52 PM GMT



- Email viewed by John M. Butrick (jbutrick@tcnm.us) 2020-10-15 10:05:31 PM GMT- IP address: 74.50.145.250
- Document e-signed by John M. Butrick (jbutrick@tcnm.us)

  Signature Date: 2020-10-15 10:14:00 PM GMT Time Source: server- IP address: 74.50.145.250
- Document emailed to rschwebach@tcnm.us for signature 2020-10-15 10:14:02 PM GMT

Signature:

Email: rocio.dominguez@state.nm.us



### **Torrance County Grants Committee**

### Grant review Summary

	Project Manager: Stepl	hanie Dunlap, TCSO		Date:	11/4/2020
	Type of Grant:	Reimbursable	Match	Other:	
	Name of Grant: Traffic Safety		Grant/Agreement Number: To Be Assigned		
	Grantor: New Mexico Department of	Transportation	Grant Term: Date executed		
	Grant Funding: \$7,770 (2,160 ENDWI, 2,790	D BKLUP/CIOT, 2,820 STEP/DNOS	Administration Fee: none		
	Report Requirements:	n reports on the 10th of following month,		- 500EC/-114	
	tlmely crash reports,	ue Jan 30, Apr 30, Jul 30, Oct 31.			
	matching:	ie Jan 30, Apr 30, Jul 30, Oct 31.			
	Project Description: Participate in ENDWI, BLKU	P/CIOT, and STEP/DNOS (event times vary	as specified in agreement)		
1.et	Legal Requirements:	on oouteni d	lue to \$30 cap	per ag	to ca
I J	who use no	nous restrict	offerin on duty	follow	HR PO
X	budget a	ucreare	•	·	
~	*		American		
50	Levery d	eleven TC	portion -	estimate	d
50 S	Recommend:	Approve Approve With Conditions: Do Not Approve	portion -	estinate	d
	Recommend:  Grants Committee:  County manager	Approve With Conditions:	Purchasing Director	estivate	d
50	Grants Committee:	Approve With Conditions:	Purchasing Director  Finance Director	estinate	d



Agenda Item No. 12-C



# **Torrance County Board of Commissioners Meeting 10/28/2020**Department

Item 12C

Department: Purchasing Prepared By: Noah J. Sedillo

### Title:

Motion to approve Contract for Fully Insured Medical and Prescription Drug Coverage- Presbyterian Health Plan Inc.

### Action:

Motion to approve.

### **Summary:**

The contract with our current healthcare provider, Presbyterian Health Plan, Inc., is expiring on 12/31/2020. A Request for Proposal (RFP) was published on August 14, 2020 to solicit for proposals for a new provider for medical and prescription drug coverage. The County received two (2) responsive proposals from the respective companies: Presbyterian Health Plan, Inc and True Health New Mexico.

The RFP Evaluation Committee met concurrently with the County's consulting partners from Gallagher to evaluate the proposals submitted to the published scoring criteria in RFP-TC-FY20-05 Fully Insured Medical and Prescription Drug Coverage- Presbyterian Health Plan Inc.

Through the evaluation process, the Committee found that Presbyterian Health Plan scored 881 of 1000 points while True Health New Mexico scored 763 of 1000 points.

The following determination led to the respective scores from the Committee:

- Presbyterian offers an Employee Assistance Program (EAP), True Health does not.
- Presbyterian offers a \$10,000 wellness program, True Health does not.
- Presbyterian offers Fitness Network Membership (GYM), True Health does not.
- Both health care providers offer a two (2) year rate guarantee.
- Presbyterian offered more accessibility to customer service after hours.
- Presbyterian offers more administration to the Group account.
- Presbyterian has vast experience in serving government customers, True Health does not.
- Presbyterian would maintain and in some areas increase its level of service at a discounted rate from the current rate.

### Significant Issues:

During normal circumstances, a high potentiality for "network disruption" for the group was on the horizon with a transfer from Presbyterian to True Health. Said another way, if the County were to switch over to True Health all presbyterian providers would be considered out of network and would be billed as such; therefore, driving a higher cost of current to Group member's cost of care. The Committee determined this would lead to a high potentiality for the majority of group member transferring over from HMO to a PPO plan, which costs more. However, this would allow for Presbyterian health care providers to be back in the network.

Furthermore, any cases of transition of care should be mitigated all together for Group members who are currently receiving extensive and & intensive care cannot afford the flux of quality of care.

With the risk of a high level of "network disruption" and COVID-19 restrictions, the Committee recognized the value to maintain stability in the current network Group structure.

### Financial:

Savings of 7.19% across the board for the Group from calendar year 2019. Further, a two (2) year rate guarantee is captured.

### **Staff Recommendation:**

Recommend Approval



### Presbyterian Health Plan, Inc. and Presbyterian Insurance Company, Inc.

### **GROUP LETTER OF AGREEMENT**

LARGE GROUP 51+ ELIGIBLE FULL TIME EMPLOYEES – FULLY INSURED BUSINESS (HMO products administered by Presbyterian Health Plan, Inc.;
PPO products administered by Presbyterian Insurance Company, Inc.)

This Agreement ("Agreement") is by and between Presbyterian Health Plan, Inc. ("PHP"), a New Mexico corporation, and/or Presbyterian Insurance Company, Inc. ("PIC"), a New Mexico corporation, and (the "Group"). PHP and PIC are referred to herein as "Presbyterian".

WHEREAS, Presbyterian is a New Mexico corporation authorized to do business as a Health Plan and/or Insurance Company in Presbyterian's licensed service area in the state of New Mexico; and

WHEREAS, the Group is a viable business entity licensed to do business in the State of New Mexico and operating within the scope of its license and charter; and

WHEREAS, the Group has a minimum of 51, eligible, active employees who reside or work in the service area; and

WHEREAS, the Group has requested and received approval for coverage for enrollment of Out-of-Area employees when applicable; and

WHEREAS, the Group has offered Presbyterian as the only health plan option to its employees, unless the Group has requested and received approval from Presbyterian to offer more than one plan; and

WHEREAS, the issuance of this Agreement shall be deemed to constitute proper notice of the renewable provisions, as set forth and subject to the requirements in this Agreement. If a change in benefit plan is desired, a request must be submitted to Presbyterian no later than 10 days before the Effective Date of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Services: Presbyterian agrees to provide, through enrollment in Presbyterian, the services described in the current Presbyterian Group Subscriber Agreement, and any riders or amendments thereto ("Group Subscriber Agreement"), a copy of which has been, or will be upon request, provided to the Group and the terms of which are hereby incorporated by reference, Presbyterian will enroll those Group employees and their Dependents who are eligible as outlined in the Group's company policy and approved by Presbyterian under the terms of Paragraph 5 of this Agreement, to enroll in Presbyterian as of the effective date of such enrollment. Dependents include, spouse, children, and if applicable, qualified domestic partners of eligible employees ("Dependents"). Presbyterian's obligation to provide services hereunder is subject to all terms, conditions, exclusions and limitations set forth in this Agreement and in the Presbyterian Group Subscriber Agreement and any riders or amendments thereto. If there is a conflict between this Agreement and the Presbyterian Group Subscriber Agreement and any riders or amendments thereto, this Agreement takes precedence. PHP/PIC shall provide to the Policyholder certificates setting forth a summary of the essential features of the insurance coverage. Policyholder is responsible for delivering the summary to the members of the insured group.



### 2. Payment:

a) In consideration of the enrollment in Presbyterian of eligible Group employees and Dependents, the Group agrees to pay to Presbyterian the monthly prepayment for each Group employee enrolled in Presbyterian, based on the coverage selected by such employee as outlined in the attached Rate Exhibit.

The above referenced Rates are guaranteed no less than the period as outlined in the attached rate sheet commencing with the Effective Date of the Rate Exhibit.

- b) The Group understands that Presbyterian is a prepaid health plan. Payment of the total amount of monthly prepayments due hereunder shall be made by the Group in advance of each month that Group employees are enrolled with Presbyterian. Presbyterian shall invoice the Group monthly for the subsequent month's coverage. Payment, as reflected in the invoice from Presbyterian, must be received by Presbyterian on or before the 1st day of the month of coverage as follows:
  - 1. The Group shall pay to Presbyterian each month the amount shown due on Presbyterian's monthly invoice. Premiums must be made payable to Presbyterian Health Plan, Inc. and/or Presbyterian Insurance Company, Inc. and remitted to:

Presbyterian Health Plan, Inc. P.O. Box 911594 Denver, Colorado 80291-1594 Presbyterian Insurance Company, Inc. P.O. Box 911600 Denver, CO 80291-1600

The Group may be required to pay a late fee of 1 and 1/2 percent of the outstanding balance for any month in which full payment is not received by Presbyterian prior to the 1<sup>st</sup> day of the month of coverage. Retroactive adjustments required by the termination or addition of enrollees shall be reflected in the subsequent monthly invoices.

- c) Acceptance of late, partial or non-electronic payments by Presbyterian shall not constitute a waiver of any present or future rights Presbyterian would otherwise have under this Agreement.
- d) If the transaction is returned by the Group's financial institution for insufficient funds, account closed, authorization revoked or any other reason caused by an act of the Group, Presbyterian will notify Group as soon as notification is received by Presbyterian. Payment of the amount billed plus a charge of \$30.00 must be received by Presbyterian within fifteen days after notification of non-payment is provided.

### 3. Amendments and Changes in Rates and Benefits:

a) The parties at any time may agree in writing to amend or modify any provision of this Agreement or the nature and extent of the benefits provided hereunder provided all underwriting guidelines are adhered to. Presbyterian must give the Group a minimum of a sixty (60) days' notice of a rate increase. Notice must be in writing and postmarked, or delivered electronically or by hand no less than sixty (60) days prior to the effective date of the increase. A decrease in Rates may be made by Presbyterian at any time without notice.



- b) Presbyterian shall not decrease in any manner the material benefits provided hereunder without notice to the Group and enrolled employees. The notice must be in writing and delivered by mail, hand delivered or electronically sent no less than sixty (60) days prior to the effective date of the benefit change.
- c) The provision of notice to an enrolled Group employee as required in this Paragraph 3 shall be deemed to constitute proper notice hereunder to each of the employee's enrolled Dependents.

### 4. Enrollment:

- a) Following prior inspection of appropriate Group marketing materials, the Group agrees to allow Presbyterian marketing representative's fair and reasonable access to Group members for enrollment purposes. The Group will permit Presbyterian periodic access to eligible Group members for continued enrollment purposes.
- b) Any employee of the Group and any Dependent of an employee, who is eligible to enroll in Presbyterian as of the Effective Date of this Agreement, must apply for enrollment in Presbyterian within thirty-one (31) days from such Effective Date. Any such employee or Dependent who fails to enroll during this initial enrollment period shall not thereafter be allowed to enroll in Presbyterian under this Agreement except during subsequent annual Group enrollment periods identified by Presbyterian and the Group or as specified in Paragraph 4(g) of this Agreement. The employee must have satisfied the Group's established waiting period. Request for enrollment of the employee must be accompanied by an *Employee Action Form*.
- c) Any employee and his/her Dependent(s) joining the Group initially becoming eligible for benefits between annual Group enrollment periods, shall be offered the opportunity to enroll in Presbyterian. Application for enrollment under this Subparagraph must be made within thirty-one (31) days after the date on which the employee meets or will meet Presbyterian and Group eligibility requirements. Employees or Dependents who fail to enroll prior to the expiration of this thirty-one (31) day period shall not thereafter be allowed to enroll in Presbyterian except during subsequent annual Group enrollment periods identified by Presbyterian and the Group or as specified in Subparagraph 4(g). Presbyterian coverage for persons enrolling under this Subparagraph shall become effective as outlined in the cover page of this Agreement.
- d) Application for the enrollment of a new Dependent of an employee already enrolled in Presbyterian must be made within thirty-one (31) days of the date such Dependent first becomes eligible to enroll in Presbyterian under terms of this Agreement and the Presbyterian Group Subscriber Agreement. Any Dependent who is not enrolled during such thirty-one (31) day period shall not thereafter be allowed to enroll in Presbyterian except during subsequent annual Group enrollment periods identified by Presbyterian and the Group or as specified in Subparagraph 4(g).
- e) An employee who failed to enroll in Presbyterian during a previous enrollment period but who would otherwise be eligible for coverage may enroll in Presbyterian within thirty-one (31) days of acquiring a new Dependent through marriage, birth, adoption or placement for adoption or Court Order, if the new Dependent is also enrolled within this time period. If the new Dependent is a child, the spouse or, if applicable, qualified domestic partner of the employee may also enroll during this time period. No other Dependents may enroll at that time unless they too have had a qualifying event within the last 31 days.
- f) An eligible person may enroll as an employee or Dependent after the initial eligibility period if the person loses coverage under all of the following circumstances:



- The person was covered under a group health plan or had individual health insurance coverage at the time the person was initially eligible to enroll; and
- 2) The employee stated in writing that employee was not enrolling because of such other coverage; and
- the employee and/or Dependent is enrolled and applicable prepayment made within thirty-one (31) days of the date coverage under COBRA was exhausted, or the date the coverage (or the employer's contribution toward coverage) was terminated; and
- 4) The person's coverage under the other plan or insurance:
  - i. was under a COBRA continuation provision and the coverage under that provision was exhausted;
  - ii. was not under a COBRA continuation period and either the coverage was terminated as a result of loss of eligibility or employer contributions toward the coverage were terminated.
- g) The Group shall notify Presbyterian of any enrolled employee or Dependent who, for any reason, ceases to be eligible for enrollment in Presbyterian under the terms of this Agreement and the Presbyterian Group Subscriber Agreement, and shall collect from the enrollee, the enrollee's Presbyterian ID card. The notification shall be made by the Group to Presbyterian in writing within thirty (30) days of the date such employee or Dependent loses eligibility. In the event the Group fails to notify Presbyterian within this thirty (30) day period, and the employee or Dependent obtains benefits or services through Presbyterian after the requested date of termination of coverage, Presbyterian shall be entitled to recover from the Group premium payment at the prevailing Rates stated in this Agreement for all subsequent months through the end of the month in which the employee or Dependent last obtained benefits or services through Presbyterian.

### 5. Eligibility and Effective Date:

- a) The Presbyterian Group Subscriber Agreement sets forth Presbyterian's eligibility requirements and effective dates of Presbyterian enrollment for Group employees, and their Dependents. Presbyterian shall not expel or refuse to enroll or re-enroll any person because of such person's health status, requirements for health care services, age, race, gender, or sexual orientation.
- b) The Group's waiting period is outlined in the applicable Rate Exhibit.
- c) In order to address situations where employees reside and work outside of the service area, Presbyterian may offer side-by-side HMO or PPO products to enroll employees anywhere in the United States once approved by Presbyterian.
- **6. Effective Date:** This Agreement shall become effective as outlined in the cover of this Agreement ("Effective Date") and shall continue in effect for a term as outlined in the Rate Exhibit.

This Agreement shall be guaranteed renewable, subject to the provisions of Paragraph 7 below. However, this Agreement may be modified based on the size of the Group upon renewal. Presbyterian shall notify the Group at least sixty (60) days prior to the renewal date of this Agreement of the Rates and terms and conditions of the renewal.



### 7. Termination:

- a) The Group may terminate this Agreement at any time by giving Presbyterian thirty (30) days advance notice in writing. Such termination shall become effective only as of the last day of any month. If the Group does not specify such a day as the proposed date of termination, such termination shall nonetheless become effective only as of the later of (1) the last day of the month specified, or (2) the last day of the earliest month in which termination could be effected in compliance with the thirty (30) day minimum notice requirement of this Subparagraph. In the event the Group fails to give Presbyterian at least thirty (30) days advance written notice of termination, the Group shall pay to Presbyterian, in addition to other damages to which Presbyterian may be entitled, all prepayment amounts that would be payable under this Agreement for the period extending until the last day of the earliest month in which termination would have been effective had the Group complied with the minimum advance notice requirements of this Subparagraph.
- b) In the event that the Group has fewer than fifty-one (51) employees eligible for Presbyterian coverage, or participation requirements specified in Subparagraph 4(b) are not met, or the Group may not be in compliance with the provisions of the plan or this Agreement, Presbyterian may terminate this Agreement by giving the Group thirty (30) days advance notice in writing. Any such termination shall become effective only as of the last day of any month, and the effective date of such termination shall be specified by Presbyterian in the written notice required by this Subparagraph. No such notice shall be required for non-payment. See Subparagraph (e) of this Paragraph.
- c) In the event that the Group ceases to be a viable business entity operating within the scope of its license and charter for reasons including, but not limited to, closing the business, bankruptcy, or insolvency, Presbyterian may terminate this Agreement by giving the Group thirty (30) days advance notice in writing.
- d) In the event Presbyterian terminates this Agreement as provided in Subparagraphs (b) or (c) or (f) of this Paragraph 7, Presbyterian shall provide, within ten (10) business days of receipt of notice to each enrollee by, by mail. The notice will include the notice requirements as outlined in 13.10.5.9 NMAC. Termination of this Agreement by Presbyterian shall not become effective sooner than thirty (30) days after the date notice is sent to the employer
- e) In the event the Group fails to make the prepayment required under this Agreement (inclusive of any applicable late fees or charges) within fifteen days of the notification that the payment is due, Presbyterian will by written notice terminate this Agreement on the 30th day of notification of non-payment and termination will be effective as of the last date of payment. Non-payment shall be considered a voluntary termination by the Group. Presbyterian will be liable for valid claims for covered losses incurred prior to the effective date of termination. Presbyterian shall be entitled to the premium due for coverage provided during a grace period.
- In the event an individual enrollee has knowingly given false material information in connection with the enrollment of the Group, Presbyterian may terminate the Group retroactively effective as of the original Effective Date. Each Group employee shall be responsible for payment for all services rendered hereunder as of the effective date of such termination and shall reimburse Presbyterian for all such payments at reasonable charges made by Presbyterian on behalf of the employee or any of employee's Dependent.
- g) Presbyterian may terminate individual enrollees of Presbyterian as provided in the Presbyterian Group Subscriber Agreement.



### 8. Continuation:

- a) Enrollees shall have the option to continue coverage with Presbyterian.
  - Enrollees may elect continuation of coverage under the Consolidated Omnibus Reconciliation Act (COBRA) of 1985, as amended;
  - 2) Continuation of coverage shall be provided regardless of the enrollee's health status. In the event this Agreement is terminated, coverage for enrollees who have opted for Continuation of Coverage under this agreement shall also terminate.
- b) The Group shall be solely responsible for identifying persons entitled to continuation benefits, for providing all notices required to be provided in connection with the availability of such benefits, for billing and collecting any payments or premiums required by the Group in connection with such benefits, and for otherwise administering all facets of its continuation program. The parties agree that Presbyterian is not a Plan Administrator as that term is used in federal laws governing the provision of continuation benefits. Persons availing themselves of Group continuation benefits through enrollment in Presbyterian shall be considered and treated by Presbyterian as employees of the Group. Presbyterian shall assume no obligation with respect to such persons that is different from or in addition to its obligation to existing Group employees.
- c) At the sole discretion of Presbyterian, Presbyterian may allow the Group to reinstate terminated enrollees within four (4) months of termination for those enrollees who have timely elected to receive continuation benefits. The Group shall remit all past due prepayment when billed by Presbyterian. Proof of timely election for continuation benefits will be required on reinstatements requested after the expiration of this four-month period. Presbyterian, upon request, will segregate all enrollees receiving continuation benefits into one billing category.
- 9. Conversion: If an enrollee ceases to be eligible for coverage through the Group and is no longer eligible for continuation benefits, the enrollee may apply for conversion coverage through a separate non group membership agreement as provided in the Presbyterian Group Subscriber Agreement. The Group shall not incur any expense for or on behalf of an enrollee who has exercised enrollee's conversion rights. In the event that the Group's coverage is terminated, non-group membership will not be available.
- 10. Information Necessary for Administration of Agreement: The Group shall provide Presbyterian with such information as Presbyterian may reasonably require for the administration of this Agreement. Presbyterian shall be entitled to rely upon information provided by the Group regarding the enrollment or termination of enrollment, eligibility, or loss of eligibility, of any Group employee, or Dependent. Presbyterian at its sole discretion may affect retroactive corrections of purely clerical errors made by the Group, but nothing herein shall require it to do so or constitute a waiver of PHPI's/PICI's right to refuse to do so.
- 11. Complete Agreement and Modification: The complete terms and conditions of the agreement between Presbyterian and the Group shall consist of this Agreement and exhibits, the Group Subscriber Agreement, the Rate Sheet and the Group's application. Except as provided in Paragraph 17 of this Agreement, no change, amendment or alterations hereto shall become effective unless in writing, signed by both parties. In the absence of fraud, any statements made by the applicant(s) are deemed representations, not warranties, and shall not void the insurance or reduce the benefits, unless contained in the written application
- **12. Assignment:** This Agreement shall not be assigned, delegated or transferred, in whole or in part, by the Group without the written consent of Presbyterian. Presbyterian may assign, delegate or transfer in whole or in part, this



Agreement without the consent of Group.

**13. Applicable Law:** This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New Mexico.

Internal Revenue Bulletin: 2011-2 issued on January 10, 2011 under Notice 2011-1 Affordable Care Act Nondiscrimination Provisions Applicable to Insured Group Health Plans:

Section 10101(d) of the Affordable Care Act adds § 2716 which references the substantive nondiscrimination requirements of § 105(h) of the Internal Revenue Code. Plan sponsors, who include employers, are solely responsible for complying with these rules. Employers or plan sponsors may not establish eligibility rules that favor highly compensated employees. An insured group health plan that fails to comply with these rules may be subject to: (1) an excise tax that generally applies for a plan failing to comply with the requirements (2) civil money penalties or (3) a civil action for employers. Employers or plan sponsors should consult their legal counsel to seek advice on the above requirements for non-discrimination as it relates to their choice of health care coverage.

- 14. Notices: Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be mailed or hand-delivered to the persons at the addresses listed on the cover of this Agreement.
- **15. Group Reinstatement:** A reinstatement may be requested by Group within 10 days of receiving their termination letter and will be considered provided there has not been more than one payment returned or one collection letter in the last twelve months. A request can be made to escalate the reinstatement request for management review.
- 16. Dispute Resolution: Representatives of the parties will meet, at the request of either party, in an attempt to resolve any controversy or claim (a "Dispute") relating to this Agreement. If the Dispute is not resolved within 5 days after the representatives meet to resolve the Dispute, the parties shall select a mediator (the "Mediator") to resolve the Dispute through non-binding mediation. Both parties agree to cooperate with the Mediator in an effort to resolve the Dispute. If the Dispute is not resolved through either negotiation or mediation within forty-five days after the Dispute is first identified, either party may exercise any rights available to the party to resolve the Dispute.
- 17. Amendment: This Agreement complies with the requirements of the Patient Protection and Affordable Care Act ("PPACA"), as amended, and the parties hereby agree that any requirements or other provisions expressly required by PPACA are hereby incorporated by reference. Upon the enactment of any law or regulation affecting PPACA, or the publication of any court decision relating to any such law, or the publication of any interpretive policy, opinion or guidance of any governmental agency charged with the enforcement of any such law or regulation, Presbyterian may, by written notice to the Group, amend this Agreement to comply with such law or regulation by providing thirty days' written notice to the Group. Such amendment shall be binding upon Presbyterian and the Group at the end of the thirty-day period and shall not require the consent of the Group unless (a) the Group provides Presbyterian with notice of objection within the thirty-day period; (b) the change has a material adverse economic effect upon the Group as reasonably determined by the Group; (c) such change is not made in order to comply with state or federal law; and (d)the Group delivers written notice to Presbyterian during such thirty-day period terminating the Agreement pursuant to Subparagraph 7(a).
- **18.** Agreement and Renewal: Issuance of this Agreement and the rates herein does not guarantee coverage or renewal of coverage and Presbyterian reserves the right to modify rates based upon changes in the demographics and MPC111832



group size. Coverage shall begin as of the Effective Date. This agreement may be automatically renewed without the signing of another Agreement and renewal of coverage with substantially similar terms and conditions is guaranteed renewable provided (i) the Group informs Presbyterian of its intention to renew; and (ii) Presbyterian receives upon request, all information needed for Business Verification and Participation Verification, including but not limited to a SUTA (State Unemployment Taxes) or current Tax filing, a list of all employees on company letterhead if not part of the SUTA, and valid Waivers for any employees not enrolling ("Documents").

19. **Summary Report**: At least quarterly, upon request by the Group, Presbyterian shall submit to the Group a financial summary report by coverage of expenses incurred by or on behalf of the enrollees of the Group since the last report. The report shall include the number and amount of monthly paid claims, monthly covered lives and an accounting of reserves and retention costs. Upon request by the Group, Presbyterian shall provide claims information that provides sufficient detail, subject to state and federal privacy laws, to enable the Group to obtain and compare group health insurance rates from multiple insurers or establish a plan of self-insurance. Presbyterian shall provide this report and claims information within thirty (30) days of the date of request.

### SIGNATURE BY EMPLOYER GROUP

By signing this Agreement, the Group acknowledges that it has read and understands the terms and conditions of the
agreement with Presbyterian, and represents that the information it has provided to Presbyterian is complete and
accurate.

Date

Presbyterian Health Plan, Inc.

	Presbyterian Insurance Company, Inc.
Group Signature	
	By: Brandon Fryar
Title	Dandrefyon
Date	Title: <b>President</b>
	P.O. Box 27489
	Albuquerque, New Mexico 87125-7489
	October 22, 2020



Presbyterian Health Plan, Inc. Presbyterian Insurance Company, Inc.

# Presbyterian Health Plan, Inc. (PHPI) Presbyterian Insurance Company, Inc. (PICI)

LARGE GROUP LETTER OF AGREEMENT

### **RATE EXHIBIT**

This Agreement is effective <u>January 1, 2021</u> and is valid for the term of 12 months unless otherwise amended. This Agreement, ("Agreement") is by and between Presbyterian Health Plan, Inc. ("PHPI") and/or Presbyterian Insurance Company, Inc. (PICI), New Mexico corporations, and group (the "Group").

**Torrance County** (the "Group")

				MEDICAL R	-					
	CS	SC/\$500		hly Premium po C/\$500/20%	er enrolled em	rployee)				
	Н	HH20015	II	P20002						
D 1 1/1		( 10/35/55		x 10/35/55	n/a	n,	/a			
Product(s):		HR10214		IR10184						
Single:	\$	557.13		626.07	n/a		/a			
Two-Party:	\$	1,253.51	\$		n/a		/a			
Employee and Child(ren):	\$	1,002.82	\$	•	n/a		/a			
Family:	\$	1,643.49	\$	1,846.88	n/a	n	/a			
ADDITI	ON	AL SERVIC	ES PU	RCHASED (M	ionthly Premiu	ım per enr	olled employe	ee) **/***		
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Two-Party:	n,	′a	n	/a	n/a	\$	0	\$0		
Employee and Child(ren):	n,	′a	n,	/a	n/a	\$	0	\$0		
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Wellness Allowance***:\$10			ب <b>ر</b>	J	ŞU	Ş	U			
*Medical premium includes required ACA	fees	**Additional	sandre	s may be provide	ad by contracto	d nartnarch	ins hatwaan Di	IDI/DICI and other wanters		
***Refer to separate program details for s	peci	fic services pro	vided.	Requires addit	tional paperwor	rk.	ips between Pr	riffici and other vendors.		
-				RECIT	ALS:			-		
New hires are eligible: <u>1<sup>st</sup> of</u>	<u>the</u>	month foll	owin	g date of hire	<u>e</u>					
Part-time employment applie	s to	waiting pe	eriod:		YES 🗆	NO ⊠				
30 day orientation period app	lies	:			YES 🗆	NO 🗵				
Group agrees to allow Domes	tic f	Partner Cov	erage	e:	YES 🗵	NO 🗆				
Previous employment waitin	g pe	eriod appli	es to	re-hires:	YES 🗆	NO 🗵				
Group Elects Self-billing***:					YES 🗖	NO 🗵				
Performance Guarantees***:					YES 🗆	NO 🗵				
			Albuquerque. New Mexico 87125-7489							
Presbyterian Health Plan, In	c.		The	Group: <u>Torr</u>	ance Count	ty	74 ************************************			
Presbyterian Insurance Com	par	ny, inc.		ıp Number:				÷ .		
By: Brandon Fryar										
Bandy Jan			Signa	ature:						
A. A.			Print	Name:			D	ate:		
			Maili	ng Address:	P.O Box 48.	205 N. Ni	nth Street. I	Estancia, NM 871406		

Mailing Address: P.O Box 48, 205 N. Ninth Street, Estancia, NM 871406 Physical Address: P.O Box 48, 205 N. Ninth Street, Estancia, NM 871406



# Presbyterian Health Plan, Inc. (PHPI) Presbyterian Insurance Company, Inc. (PICI)

# LARGE GROUP LETTER OF AGREEMENT AMENDMENT

This Agreement is effective <u>January 1, 2021</u> and is valid for the term of 12 months unless otherwise amended. This Agreement, ("Agreement") is by and between Presbyterian Health Plan, Inc. ("PHPI") and/or Presbyterian Insurance Company, Inc. (PICI), New Mexico corporations, and group (the "Group").

### **DESCRIPTION of ADDITIONAL SERVICES PURCHASED\***

- ✓ Fitness Network Membership (GYM) Members have access to gym memberships through direct arrangements with PHPI/PICI and Prime Fitness, Defined Fitness and New Mexico Sports & Wellness. Memberships include access for member age 18 and above to a national network administered by Tivity, a division of Prime Fitness. Statewide access to gym location owned and managed by Defined Fitness, and discounted memberships through New Mexico Sports and Wellness. Members are subject to rules and regulations as outline by each facility.
- ✓ Wellness Services Wellness programs and specific wellness services provided by The Solutions Group, a wholly owned subsidiary of Presbyterian Healthcare Services. See attached plan description for services provided. See attached Wellness Agreement.
- ✓ Employee Assistance Program (EAP) Provided by The Solutions Group, a wholly owned subsidiary of Presbyterian Healthcare Services. Services provided includes 3 visits per household member per issue, mediation services, substance abuse assessment and referrals, video visit options, and employer support services.
- ✓ Travel Services Services provided by Assist America through an arrangement directly or indirectly with PHPI/PICI. Services include medical consultation and referrals, hospital admission assistance, emergency medical evacuation, medical repatriation, prescription assistance, return of mortal remains, trauma counseling, lost luggage assistance and other travel assistance. Access code 01-AA-PXI10071.
- ✓ COBRA Administration Includes takeover of existing COBRA participants (if applicable), general notice distribution to all newly covered employees and spouses, qualifying event administration, election processing, premium billing and collection, eligibility reporting to client or health plan, COBRA termination processing, participant support and transition assistance and annual renewal.
- ✓ Other Contract Requirements: 2 year rate guarantee for 2021 is a decrease of -7.19 and 2022 will be a rate pass.

<sup>\*</sup>Services may be provided by contracted partnerships between PHPI/PICI and other vendors. Refer to separate program details for specific services provided.



Agenda Item No. 12-D



Agenda Item No. 12-E



Agenda Item No. 12-F



Agenda Item No. 12-G



### 2021 2021 2021 2021 2021 2021 2021 2021 2021 Commission Schedule A September September November November December December October October August August 2021 2021 2021 2021 2021 2021 2021 2021 2021 2021 10 24 14 14 28 12 26 9 February January February January March March April April May June May

# Holiday Closure Schedule A

1 2021 18 2021 2 2021 31 2021 4 2021 6 2021 11 2021 11 2021 25 2021 26 2021 27 2021 28 2021 29 2021 21 2021 22 2021 23 2021 24 2021														
1 2021 18 2021 2 2021 31 2021 4 2021 6 2021 11 2021 11 2021 25 2021 26 2021 27 2021 28 2021 29 2021 21 2021 22 2021 23 2021 24 2021	rvance	ng Jr. Day		(Half Day)		>								(Half Day)
1 18 15 2 2 31 11 11 11 25 26 27 27 27 28 27 27 27 31 31 31 31 31 31 31 31 31 31 31 31 31	New Year's Observance	Martin Luther Kin	Presidents' Day	Good Friday	Memorial Day	Independence Day	Labor Day	Columbus Day	Veteran's Day	Thanksgiving	Thanksgiving	Christmas Eve	Christmas	New Year's Eve
	2021	2021	2021	2021	2021	2021	2021	2021	2021	2021	2021	2021	2021	2021
y y ry ry ry ry ther the ry per	_	18	15	7	31	4	9	11	11	25	26	24	25	31
January January January Februai April May July Septem Octobe Novem Novem Novem Decemi	January	January	February	April	May	July	September	October	November	November	November	December	December	December



### 2021 Commission Schedule B September September November December October October August August 2021 2021 2021 2021 2021 2021 2021 2021 2021 2021 24 10 24 14 28 12 26 9 |February February January January March March April April May May June

# Holiday Closure Schedule B

January	1	2021	New Year's Observance	
January	18	2021	Martin Luther King Jr. Day	
February	15	2021	Presidents' Day	
April	7	2021	Good Friday (Half Day)	
May	31	2021	Memorial Day	
July	4	2021	Independence Day	
September	9	2021	Labor Day	
October	11	2021	Columbus Day	
November	11	2021	Veteran's Day	
November	25	2021	Thanksgiving	
November	26	2021	Thanksgiving	
December	24	2021	Christmas Eve	
December	25	2021	Christmas	
December	31	2021	New Year's Eve (Half Day)	



Agenda Item No. 12-H

#### MICHELLE LUJAN GRISHAM GOVERNOR

#### DONNIE J. QUINTANA DIRECTOR



## DEBORAH K. ROMERO ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building • 407 Galisteo St. • Suite 202 • Santa Fe, NM 87501
PHONE (505) 827-4950 • FAX (505) 827-4948

October 23, 2020

VIA EMAIL

The Honorable Commissioner Ryan Schwebach Torrance County Commission Chair PO Box 48 205 S Ninth Street Estancia, NM 87016

Through Tracey Master, DWI Coordinator

Dear Commissioner Schwebach:

Attached is the Local Driving While Intoxicated (LDWI) Grant Agreement Amendment No. 1 for the County DWI Program, #21-D-G-31, for your review and approval. Please note that an original, wet or electronic, authorized signature is required on page 3 of the Amendment No. 1.

Once signed, return by email the Amendment to the LDWI Program Manager for execution. We will return to you the fully executed Amendment for your files.

If you have any questions regarding this matter, please call or email Stephen Martinez, LDWI Program Manager at 505-470-7980 or Stephen.martinez3@state.nm.us.

Sincerely,

Julio m. Krupcalo

Julie Krupcale, LDWI Bureau Chief Local Government Division

# STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION LOCAL GOVERNMENT DIVISION DWI GRANT PROGRAM GRANT AGREEMENT AMENDMENT NO. 1

Grant No. <u>21-D-G-31</u>

THIS AMENDMENT, hereinafter referred to as the "Amendment", is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico, 87501, hereinafter referred to as the "Division", and **Torrance County**, hereinafter referred to as the "Grantee", as of the date this Amendment is executed by the Division.

WHEREAS, on April 28, 2020 the DWI Grant Council awarded the Grantee \$70,000 to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project"); and

WHEREAS, the Grantee and the Division entered into a grant agreement, effective July 1, 2020, in the amount of \$70,000 to administer the Program ("Grant Agreement"); and

WHEREAS, on October 6, 2020, the DWI Grant Council awarded the Grantee \$14,188 of Fiscal Year 2020 reverted distribution funds to supplement the Grant Agreement; and

**WHEREAS**, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the the additional funds will be made available to the Grantee.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby mutually agree to amend the Grant Agreement as follows:

- 1. Article IV Consideration and Method of Payment, Section A of the Grant Agreement is hereby amended to read in its entirety as follows:
  - A. "In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Eighty Four Thousand One Hundred Eighty Eight Dollars** (\$84,188). The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C-1", and made a part hereof. Exhibit "C" of the Grant Agreement is hereby replaced in its entirety with the Exhibit "C" attached hereto. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Division.
- 2. Exhibit "C" of the Grant Agreement is hereby replaced in its entirety with the Exhibit "C"

attached hereto.

- 3. Exhibit "C-1" of the Grant Agreement is hereby replaced in its entirety with the Exhibit "C-1" attached hereto.
- 4. Exhibit "D" of the Grant Agreement is hereby replaced in its entirety with the Exhibit "D" attached hereto.
- 5. Exhibit "D-1" of the Grant Agreement is hereby replaced in its entirety with the Exhibit "D-1" attached hereto.
- 6. All other provisions of the Grant Agreement not amended herein remain in full force and effect.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF**, the Grantee and the Division do hereby execute this Amendment No. 1 as of the date of signature by the Division below.

## THIS AMENDMENT has been approved by:

TORRANCE COUNTY		
Chief Elected Official/Authorized Signatory	Date	
(Type or Print Name)		
DEPARTMENT OF FINANCE AND ADMINISTRATION LOCAL GOVERNMENT DIVISION		
By: Donnie Quintana, Director	Date	

#### Local DWI Grant Program Revenue/Expenditure Summary

Grantee

**Torrance County** 

Grant No.: 21-D-G-31 Amend #1

**Total Grant** 

\$84,188.00

REVENUES BY SOURCE		EXPENDITURES BY LINE ITEM	Grant	In-Kind Match***	TOTAL
		ADMINISTRATIVE*			
Local DWI Program Grant	84,188.00	Personnel Services		0.00	0.00
		Employee Benefits		0.00	0.00
In-Kind Match:					
Program Generated Fees	500.00				
County	15,404.00				
City		PROGRAM			
Judicial/Courts		Personnel Services	34,752.00	1,000.00	35,752.00
Other (list):		Employee Benefits	5,548.00	0.00	5,548.00
Drug Education Fund	2,000.00	Travel (In-State)	1,252.00	0.00	1,252.00
		Travel (Out-of-State)	0.00	0.00	0.00
		Supplies	4,295.00	2,000.00	6,295.00
		Operating Costs	6,191.00	14,904.00	21,095.00
		Contractual Services	32,150.00	0.00	32,150.00
		Minor Equipment	0.00	0.00	0.00
		Capital Purchases**	0.00	0.00	0.00
TOTAL REVENUES	102,092.00	TOTAL EXPENDITURES	84,188.00	17,904.00	102,092.00

10%=

8,418.80

<sup>\*</sup> Administrative is allowed only as In-Kind Match
\*\*Capital purchases must have prior approval from DFA/LDWI.
\*\*\* In-Kind Match must be at least 10% of Grant Expenditure total

Exhibit C (1)

## LOCAL DWI GRANT PROGRAM Request For Payment/Financial Status Report

#### by Component

### **Grant:**

E-Modelliche Administration	Budget
Prevention	25,347.00
Enforcement	2,500.00
Screening	0.00
Treatment: Outpatient/Jailbased	10,228.00
Compliance Monitoring/Tracking	0.00
Coordination, Planning & Evaluation	39,291.00
Alternative Sentencing	6,822.00
Totals	84,188.00

ck 84,188.00

Torrance County PO Box 318 Estancia, NM 87016

505-705-0332

21-D-G-31 Amend #1

#### In-Kind Match:

	<u>Budget</u>
Prevention	2,400.00
Enforcement	0.00
Screening	500.00
Treatment: Outpatient/Jailbased	1,000.00
Compliance Monitoring/Tracking	0.00
Coordination, Planning & Evaluation	14,004.00
Alternative Sentencing	0.00
Tota	als: 17,904.00

ck 17,904.00

Tot. Bud. Expd:

102,092.00 ck

102,092.00

#### LOCAL DWI GRANT PROGRAM Request For Payment/Financial Status Report

Exhibit D

							Paym	ent Request No.:	1	_
I. A. Grantee:	Torrance County				II. Payment:					]
B. Address:	PO Box 318				A. Grant	Award:			\$84,188.00	
	Estancia, NM 87	016			B. Funds	Received To Da	te:		\$0.00	
					C. Amour	nt Requested Thi	s Payment:		\$0.00	i
C. Telephone No.:	505-705-0332				D. Grant	Balance:			\$84,188.00	84,188.00
D. Grant No.:	21-D-G-31 Amer	nd #1			III. Report Pe	riod Ending:		Enter Date>		
		G	rant	<b>为过滤水料</b> 的分析。			In-Kin	d Match	the same and the same	Ï
Budget Line Items	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures		Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures	
ADMINISTRATIVE	CONTRACTOR OF STATE		STREET, STREET	2014-2015-2015						1
Personnel Services	(光緒)/編纂/490	· 斯克· · · · · · · · · · · · · · · · · ·	SHIP VENEZALER	证的行动的规模的		0.00	0.00	0.00	0.00	Per. Serv.
Employee Benefits	<b>科学的发现的</b>	<b>经销售证券</b> 证	<b>《新教教教教》</b>	A2科域和2科型/图		0.00	0.00	0.00		Empl. Ben.
PROGRAM						-				1
Personnel Services	34,752.00	0.00	34,752.00	0.00		1,000.00	0.00	1,000.00	0.00	Per. Serv.
Employee Benefits	5,548.00	0.00	5,548.00	0.00	2 1	0.00	0.00	0.00	0.00	Empl. Ben.
Travel (In-State)	1,252.00	0.00	1,252.00	0.00		0.00	0.00	0.00	0.00	Travel In
Travel (Out-of-State)	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	Travel Out
Supplies	4,295.00	0.00	4,295.00	0.00		2,000.00	- 0.00	2,000.00	0.00	Supplies
Operating Costs	6,191.00	0.00	6,191.00	0.00		14,904.00	0.00	14,904.00	0.00	Operating
Contractual Services	32,150.00	0.00	32,150.00	0.00		0.00	0.00	0.00	0.00	Contractual
Minor Equipment	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	Minor Equip.
Capital Purchases	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	Capital Purc
TOTALS	84,188.00	0.00	84,188.00	0.00		17,904.00	0.00	17,904.00	0.00	1

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, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer (Printed Name and	Fitle)		Grantee Representive (Printed Name and Title)	
Grantee Fiscal Officer (Signature)	Date	on the second se	Grantee Representive (Signature)	Date
		(OFALocal Government Division Use Only)		
Local Government Division Fiscal Officer	Date		Local Government Division Program Manager	Date

#### LOCAL DWI GRANT PROGRAM Request for Payment/Financial Status Report Breakdown By Component

Exhibit D (1)

Grantee: Torrance County Grant No.: 21-D-G-31 Amend # Request No. 1	1	Total Grant Funds Requested This Request: Total In-Kind Match This Request: Total Expenditures Reported This Request:			
Grant:  Prevention Enforcement Screening Treatment: Outpatient/Jailbased Compliance Monitoring/Tracking Coordination, Planning & Evaluation Alternative Sentencing	Budget 25,347.00 2,500.00 0.00 10,228.00 0.00 39,291.00 6,822.00 Totals: 84,188,00	This Request 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Remaining Budget 25,347.00 2,500.00 0.00 10,228.00 0.00 39,291,00 6,822.00 84,188.00	Expenditures YTD	
In-Kind Match: Prevention Enforcement Screening Treatment: Outpatient/Jalibased Compliance Monitoring/Treaking Coordination, Planning & Evaluation Alternative Sentencing	Budget 2,400.00 0.00 500.00 1,000.00 0.00 14,004.00 0.00 Totals: 17,904.00	This Request	Remaining Budget 2,400.00 0.00 500.00 1,000.00 14,004.00 0.00 17,904.00	Expenditures YTD  0.00  0.00  0.00  0.00  0.00  0.00  0.00  0.00  0.00  0.00	Additional in-Kind Match
been spent/obligated in the re reflects correct copies of the	To the same client and belief, the a ported amount, and the coples originals. All payment requests or the same client at the same	otal Additional in-Kind in above information is correct of all required documents is listed are not funded by	Itures Year to Date: Match Year to Date: ct, expenditures are proper ation are attached. The do	cumentation for this paym	0.00  matching funds have nent is true and
Grantee Representive (Signal	ture)	Title		Date	



#### **Torrance County Grants Committee**

#### Grant review Summary

Department & Project Manager: Tracey Master, DWI		Date:	11/4/2020
Type of Grant: Reimbursable	Match	Other:	
Name of Grant: Local Driving While Intoxicated (LDWI)	Grant/Agreement Number 21-D-G-31, Amendment		
,		-	
Grantor: Department of Finance and Administration	Grant Term: July 1, 2020-June 30, 20	21	
Grant Funding: \$70,000 + \$14,188 = \$84,188	Administration Fee:		
Report Requirements:			
Quarterly Progress Reports: narrative, financial, DWI Scre		es and agendas, and others as	
may be of assistance to DFA. Due dates: 10/30/2020, 1/29	9/2021, 4/30/2021, 7/9/2021.		
Annual reports due 7/29/2021.			
matching:			
17,904.00			
Project Description:			
Support programs, services and activities to reduce incide	nce of driving while intoxicated, alcoholis	m and alcohol abuse	
	and of arriving within intervious early areonomy	TH diff diconol dodoci	
and the second of the WET The second of the			
Legal Requirements:			
standard	***************************************		
Committee Concerns:			
Recommend: Approve			
Approve With Condit	ions:		
Do Not Approve			
Grants Committee:			
(1)			
faruce J. Sarela	$\underline{\hspace{1cm}}$		
County manager	Purchasing Director		
		うつー	
County Treasurer	Finance Director		
Ne			
10 6			
Grant Coordinator	<del></del>		



Agenda Item No. 12-I



# **Torrance County Board of Commissioners Meeting 11/11/2020**Departme

Item 12I

Department: Purchasing Prepared By: Noah J. Sedillo

Title: Motion to Approve Interlocal Contract for Cooperative Purchasing with Houston-Galveston Area Council (HGAC)

#### Action:

Motion to approve.

**Summary:** HGAC is an external procurement unit located in Houston, TX. They are the equivalent to Cooperative Educational Services (CES) which is an organization that facilitates procurements for public schools, local public bodies, and municipalities, as does HGAC. With that, HGAC has procured a multitude of contracts via a sealed competitive Bid or RFP process, thereby achieving the lowest price and best values for the goods and services which they have procured. This contract would allow for a vast market at competitive prices that would enable the purchase of large ticket items such as fire trucks, brush trucks, EMS (ambulances) trucks, heavy road equipment, vehicles, police equipment and much more. This is reference to Capital Outlay dollars that have been awarded to the Fire Department, which intends to purchase large ticket items to revamp the current fleet and level of service the Fire Department currently provides.

This procuring vehicle would lend faster timelines for purchasing essential equipment to the operations of the County; especially, emergency services.

Furthermore, there is not an end all, but simply another tool to use for purchasing goods and services for the County at competitive prices.

**Significant Issues:** If approved, the contract in compliance with the Joint Powers Agreements (NMSA 1978, 11-1-1 through 11-1-7) must be submitted for approval to the Department of Finance Administration after approval by the County Commission.

**Financial:** There is no charge to be a member of HGAC. There is a de-minimis charge per PO for purchases, such as a fire truck has a charge of \$2,000 per PO, a brush truck has a \$1,000 charge per PO, a police unit has a charge of \$600 charge per PO. Very similar to that of CES, which charges a fee of 1% to offer their service.

#### **Staff Recommendation:**

Recommend Approval.



## INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC	
No.:	
Permanent Number assigned by H-C	ìΑί

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as Th-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *
, a local government, a state agency, or a
non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *
Oser, having its principal place of dusiness at -
WITNESSETH
WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and
WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and
WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and
WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on *, and that it desires to contract with H-GAC on the terms set forth below;
NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:
ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the
following: a local government, as defined in the Act (acounty, a municipality, a special district, or other political subdivision of the
State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as
defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created
and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this
Contract.
ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and
ordinances and laws in effect of promulgated during the term of this Contract.
ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any
and all oral and written agreements between the parties relating to matters herein.
ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * and
ends * This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year,
provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-
GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.
ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through <u>HGACBuy.com</u> and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

#### ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

#### ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alteration deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the I Program to be performed hereunder.

#### **ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's confractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

#### ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

#### ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall

rest solely with H-GAC.	OFCAGUSC-AIT OOTIG	8,000 mem bes
ARTICLE 11: VENUE  Disputes between procuring party and Vendor are to	to be resolved in a	accord with the law and venue rules of the State of purchase.
		TES HERETO AS FOLLOWS:
THIS INSTRUMENT HAS BEEN EXECUTED	BY THE PART	TIES HERETO AS FOLLOWS:
* CD		Houston-Galveston Area Council
Name of End User (local government, agency, or non-profit corp	poration)	3555 Timmons Lane, Suite 120, Houston, TX 77027
*		Ву:
Mailing Address		Executive Director
State ZI	IP Code	Date:
Signature of chief elected or appointed official		
*		
Typed Name & Title of Signatory		
*		
Data		

#### END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to <a href="mailto:cpcontractfax@h-gac.com">cpcontractfax@h-gac.com</a> or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program P.O. Box 22777, Houston, TX 77227-2777

Name of End User A	gency:			County Name:	10
	(Municipality/Cou	nty/District/etc.)			41100
Mailing Address:					M. Maria
Main Telephone Nur	(Street Address/P.O. Box) mber:	<i>(City)</i> FAX Num		(State)	(ZIP Code)
Physical Address:					
Web Site Address: _	(Street Address, if different from m		(City)	(State)	(ZIP Code)
Official Contact:			Tit	e:	
(Po	oint of Contact for HGACBuy Inter	rlocal Contract)	AF AF	NT <sub>o</sub> .	
-	(Street Address/P.O. Box)	4		fail Address:	
(City)	(State)	(ZIP Code)	1 1		
Authorized Official:			Titl	e:	
Mailing Address:		Directol vetc.)	Ph	No.:	
	(Street Address/P.O. Box)		E-1	Mail Address:	
(City)	(State)	(ZIP Code)	,		
Official Contact:	(Purchasing Agent/Auditor etc.)		_ Title	G	
Mailing Address:			Fn N Fx N	No.:	
	(Street Address/P.O. Box)		E-M _	fail Address:	
(City)	(State)	(ZIP Code)			
Official Contact:	Wala Diagram (D. 1) Cl		Title:	2 .	
Mailing Address:	(Public Works Director/Police Ch.	ief etc.)	1 11 140	0.:	
• (C.)	(Street Address/P.O. Box)		E-Ma	il Address:	
(City)	(State)	(ZIP Code)			
Official Contact:			Title:		
Mailing Address:	(EMS Director/Fire Chief etc.	)	Ph No Fx No		
<u> </u>	(Street Address/P.O. Box)			l Address:	
(City)	(State)	(ZIP Code)			



Agenda Item No. 13-A



Agenda Item No. 13-B







