



TORRANCE COUNTY
COMMISSION MEETING

August 28, 2024

9:00 A.M.

**For Public View
Do Not Remove**



Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

Tracy Sedillo , Interim County Manager

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

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, August 28 @ 9:00 AM
205 S. Ninth Street, Estancia, NM 87016

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Changes to the Agenda**
- 4. PROCLAMATIONS**
- 5. CERTIFICATES AND AWARDS**
- 6. BOARD AND COMMITTEE APPOINTMENTS**
- 7. PUBLIC COMMENT and COMMUNICATIONS** (Comments limited to two minutes.)
- 8. APPROVAL OF MINUTES**
 - A. COMMISSION:** Request approval of minutes of the August 14, 2024, Regular Meeting of the Board of County Commissioners.
- 9. APPROVAL OF CONSENT AGENDA**
 - A. FINANCE & PURCHASING:** Request approval of payables.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
- 11. ADOPTION OF RESOLUTION**
 - A. GRANTS:** Resolution to enter into agreement SAP 24-12482-GF with the NM Environment Department and authorize Ryan Schwebach, Commission Chair as signatory, Tracy Sedillo, Interim County Manager and Misty Witt, Finance Director as authorized representatives for disbursements and all other documents and Amanda Lujan, Grants

Administrator as designated employee to update CPMS and submit notice of obligations under this agreement.

B. GRANTS: Resolution to enter into agreement SAP 24-12479-GF with the NM Environment Department and authorize Ryan Schwebach, Commission Chair as signatory, Tracy Sedillo, Interim County Manager and Misty Witt, Finance Director as authorized representatives for disbursements and all other documents and Amanda Lujan, Grants Administrator as designated employee to update CPMS and submit notice of obligations under this agreement.

C. GRANTS: Resolution to ratify agreement signed by former County Manager, Janice Barela for Appropriation 24-215036-65 for \$1,312,500.000 over three years to be utilized in accordance with the provisions of HB2 to hire full-time firefighter and EMT positions.

12. APPROVALS

A. DISPATCH/FIRE/EMS: Request approval for title change from Administrative Assistant to Administrative Assistant II to include salary increase from \$17.75 to \$19.75, commensurate with current duties and additional duties with assisting the Torrance County Dispatch Center or approval to hire Communications Deputy Director for Dispatch at \$30.50. (Deferred from 08/14/2024 meeting)

B. DISPATCH/FINANCE: Approval of MOU with Moriarty Police Department for officers providing dispatch services at Torrance County Dispatch.

C. FIRE: Request approval to utilize Tablet Command services for the Fire Department. Services include mobile software that increases awareness, incident response, incident management and improves firefighter accountability. Agreement is yearly for the amount of \$2,995.00 for three end users. (Deferred from 08/14/2024 meeting)

D. CLERK: MOU with the Secretary of State for projected costs of \$60,000 for the 2024 General Presidential Election.

E. ROAD DEPT: Request approval to pay Wagner invoice S10W0921650 dated 06/21/24 in the amount of \$1,551.03 for services provided in the prior fiscal year.

F. FINANCE: Request approval to pay Estancia Valley Solid Waste Authority for invoice number 2029 dated 7/12/24 in the amount of \$68,256.73 according to the EVSWA FY24 Final Budget-County Net Ordinary Income.

G. FINANCE: Request approval to pay Estancia Valley Solid Waste Authority for invoice number 2028 dated 7/12/24 in the amount of \$111,966.50 according to the EVSWA FY23 Final Budget-County Net Ordinary Income.

H. GRANTS: Approval and signature of Privacy, Equal Employment Opportunity Plan, Assurances for Justice Assistance Grant (JAG) with NM Department of Public Safety.

I. DWI: Approval of MOU between Torrance County DWI Program and City of Moriarty Police Department for DWI enforcement activities, including directed patrol operations and underage drinking operations.

J. DWI: Approval of MOU between Torrance County DWI Program and Torrance County Sheriff's Office for DWI enforcement activities, including directed patrol operations and checkpoints.

13. DISCUSSION

A. GRANTS: Discussion and possible approval to be fiscal agent for Duran Mutual Domestic Heritage Society and submit application in the amount of \$15,000 for the City Park Improvements Fund with NM Department of Finance and Administration.

B. GRANTS: Discussion and possible approval to be fiscal agent for Estancia Moriarty Willard Torrance (EMWT) Water Association and for the following funds:

1. Mid-Region Council of Governments - GRO Fund Appropriation to purchase water systems and rights.
2. Department of Finance and Administrations - Legislative Appropriation to purchase water systems and rights.
3. New Mexico Finance Authority - Water Trust Board Funding for Phase I design professional services for McIntosh Water System Project.

C. GRANTS: Discussion and possible approval to RFP for an EMWT Project Manager.

D. GRANTS: Discussion of current Fairground Improvement plans with Studio Southwest Architects.

E. FIRE: Discussion of State Fire Marshal inspection at Duran Fire Department.

F. MANAGER'S REPORT

G. COMMISSIONERS' REPORTS

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

14. EXECUTIVE SESSION

A. COMMISSION: Discussion regarding the purchase, acquisition, or disposal of real property, closed pursuant to NMSA 1978, Section 10-15-1(H)(8).

B. COMMISSION: Discussion regarding limited personnel matters, closed pursuant to NMSA 1978, Section 10-15-1(H)(2), filling County Manager position.

15. DISCUSSION AND ACTION ON CLOSED SESSION ITEMS ABOVE

A. COMMISSION: Discussion and possible action regarding Executive Session Item 14.A. regarding purchase, acquisition, or disposal of real property.

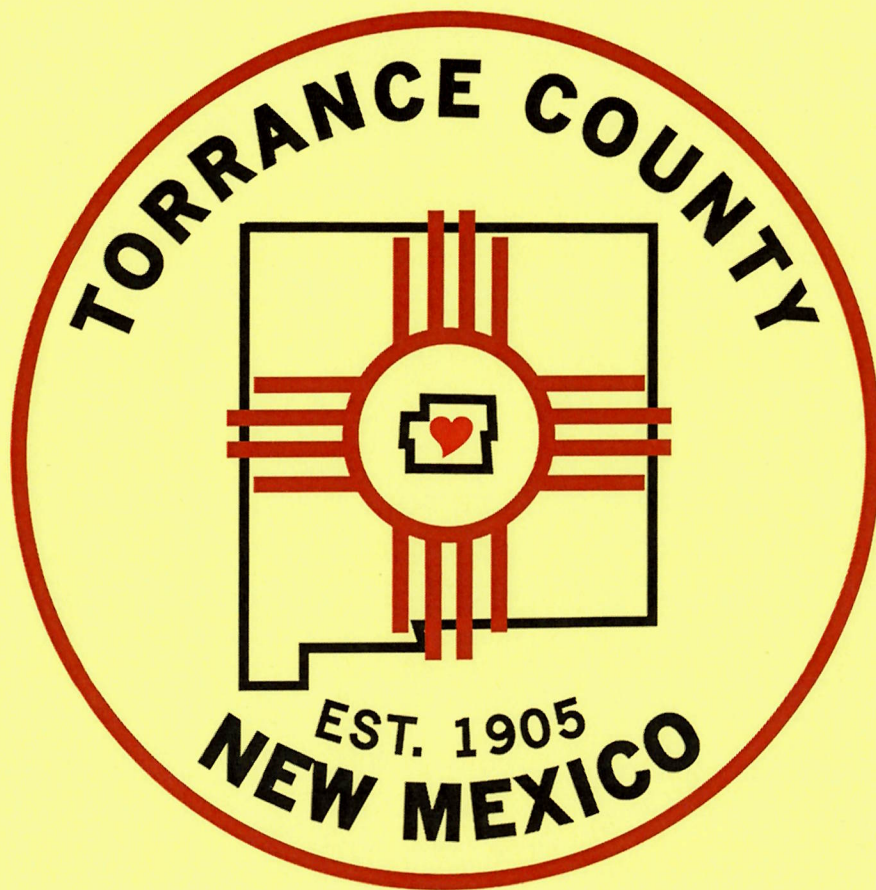
B. COMMISSION: Discussion and possible action regarding Executive Session Item 14.B. regarding filling County Manager position.

16. Announcement of the next Board of County Commissioners Meeting: September 11, 2024 at 9:00 AM

17. SIGNING OF OFFICIAL DOCUMENTS

18. ADJOURN

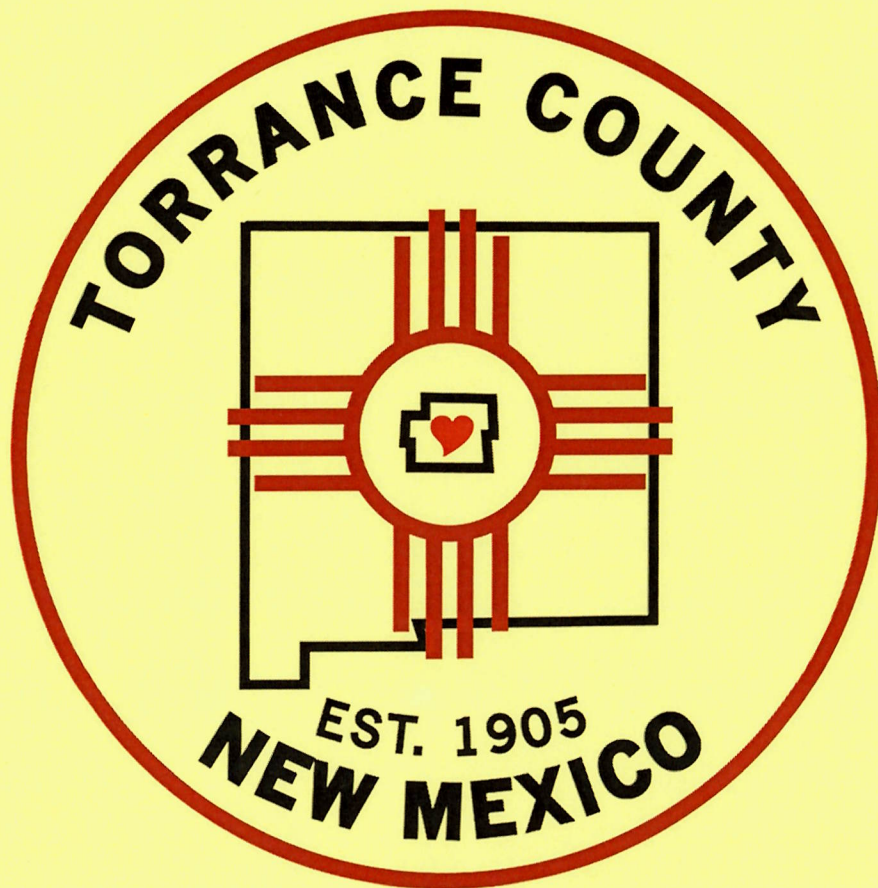
*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing(s) or meeting(s), please contact the Manager's Office at 505-544-4700 at least one week prior to the meeting or as soon as possible. Public documents, including agenda and minutes, can be provided in various accessible formats. Please contact the Manager's Office at the number listed above if a summary or other type of accessible format is needed.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 1



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 2



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 3



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 4



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 5



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

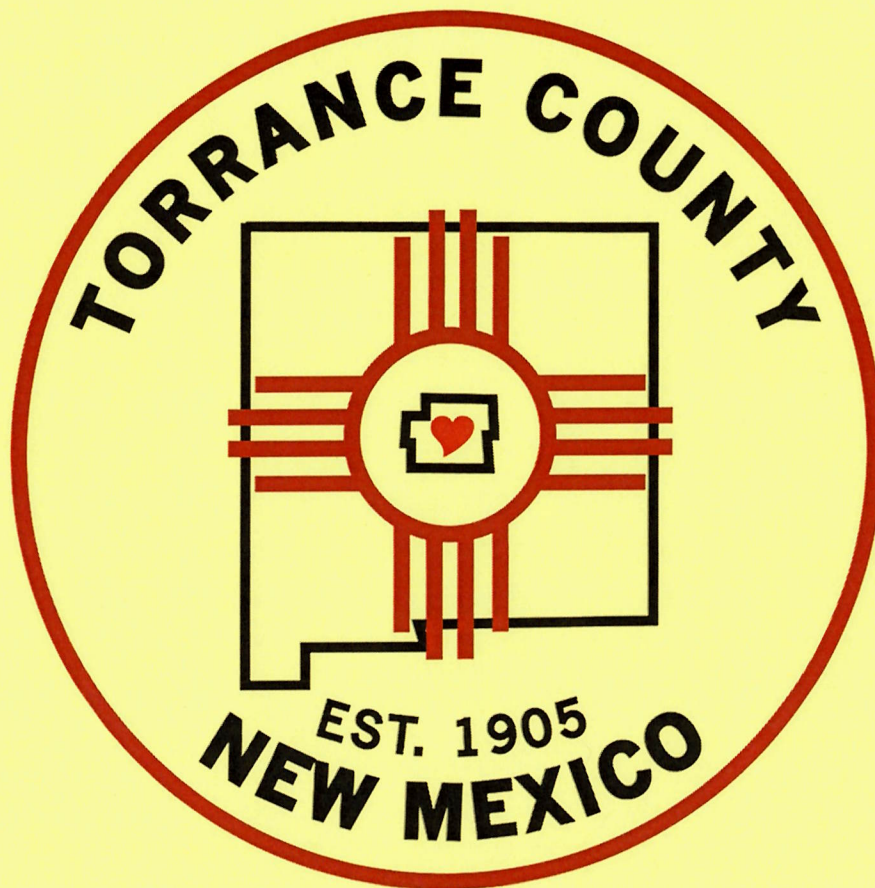
No. 6



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 7



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 8 A

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
August 14, 2024
9:00 AM

Commissioners Present:

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

Others Present:

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

1. Call Meeting to order.

Ryan Schwebach – County Chairman: Calls the August 14, 2024, Regular Commission Meeting to order at 9:02 AM.

2. Pledge led by: Ryan Schwebach – County Chairman

Invocation lead by: Kevin McCall– County Vice Chairman

3. Changes to the Agenda:

Janice Barela-Madam County Manager: Defer agenda item 12E, move agenda items 13A and 13B after 11 and 12N after public comment.

4. **PROCLAMATION: None**

5. **CERTIFICATES AND AWARDS: None**

6. **BOARD AND COMMITTEE APPOINTMENTS: None**

7. **PUBLIC COMMENT and COMMUNICATIONS:**

Representative-Elect District 70 - Anita Gonzalez: I'm the current Representative-Elect for House District 70, within Torrance County. It includes Moriarty, Encino, Duran, and the land and area in between. I wanted to come and listen, learn, and introduce myself to the Commissioners and the community members here today. Thank you.

Danette Langdon - Torrance, County Animal Services: I want to announce that Lapdog Rescue New Mexico recently held a fundraiser to benefit our food pantry program, and they presented us with a \$5,100 check yesterday. Lapdog Rescue New Mexico is a 501c3, rescue that has been operating for decades. We work closely with them. They did a fundraiser because our pantry was in bad shape. I wanted to let everybody know that our pantry will be up and running again.

Georgiana Cooper – Resident: I saw a few of you at the Planning and Zoning meeting, and I appreciate the opportunity to speak. I want us to all be aware and please consider our property owners and valley residents. Valley residents are concerned regarding the effects of cannabis across the valley, on our water, agriculture, natural resources, and our health. I hope we continue to support the denial of their application. We don't want this to further spread over the valley and impact our lives. Thank you.

Cayton Gardener – Resident: I think everybody's here for probably one reason, and I'm glad we're discussing the cannabis farms. The zoning meeting was very positive. Let's see if we can get some more positivity going on this because this deal is a complete mess. I keep going in circles because nobody's in charge of enforcement. That's one question I think that needs to be answered today. I called New Mexico Homeland Security today, they said they couldn't do anything. I've called the State Police, and they're irritated. The Sheriff's Office seems

uninterested. We have a mess on our hands, and we need the state to give us direction on who's in charge of enforcement. These weed farms are coming in, marijuana, cannabis, whatever we're supposed to call them. If they're doing illegal activity, even if you want to report it, there's no way to report it and take care of it. This is a big oversight by the state. Colorado did this before us. They had the same mess. They cleaned up their mess better than we have. We should have learned from Colorado. We did it worse in the state of New Mexico and that's very disappointing. Cannabis Control doesn't deal with unlicensed farms. We need to find a way to deal with illegal weed farms. They're growing cannabis without ever getting their license, or they're working through the State Engineer and getting their water done correctly as well. These are two big no-nos. That is a big slip-up by the state, and I think within that, we need to look back at some zoning issues on these.

What concerns me about this is I've talked to Todd Stevens. I'm sure he's tired of me blowing up his email, and talking to him on the phone, but the reality is different than what's getting presented to us. You can talk to them, it's great but we know there's a mess. You can go drive around and there are people here because the reality is different than what they say is happening. I don't want people to lose the fire of what the reality is. I think people can see it. It took us a minute to realize not everything's going to be people who want to go grow pot plants for their medical needs. This is evil, pure evil happening. These aren't Torrance County residents here. There's more than just what Cannabis Control is in charge of. We can all see that we're not a bunch of idiots. We're just country folks. I am concerned that Cannabis Control isn't going to take on this issue as strongly as it can. For example, Todd Stevens says they don't deal with unlicensed farms, so how do we deal with unlicensed farms? That should be Cannabis Control. It's Cannabis Control, and control isn't happening. There's no control.

Chairman Schwebach: I'm assuming a lot of people are here to speak on the same topic. Can I see a show of hands opposing the cannabis farms? Let the record show that 80% of the gallery has raised their hands. Mr. Gardner and I have had many conversations on the phone in the past several months. A lot of you agree with what he's saying. I feel that Mr. Gardner has been involved, we may bring you in at the discussion later, but that's not going to be a town hall meeting. That's going to be an informational meeting. When the rest of you come up with some of your comments, let me know what you think of that. That's what I need to do to conduct this meeting in an orderly fashion.

Lisa Gardner – Resident: Concerning cannabis with another issue, I want to compare how our zoning is doing. As you know, a Fortune 500 company with a billion dollars, was interested in locating in Torrance County. This year, they planned to build an AI data center in Torrance County that would employ 300 workers. They did not need water for this business, which we all know was a big plus, and they had picked out three sites in Torrance County. They met with Planning and Zoning and asked if they could move forward with speed to get a site picked and approved by zoning and the Commissioners so they could start building. The head of zoning showed no interest in working with this company. Zoning never notified the Estancia Valley Economic Development Director of the possibility of a Fortune 500 company coming to Torrance County and bringing 300 jobs, as I understand, the Torrance County Economic Development Company and Planning and Zoning have a memorandum of understanding to work hand in hand to bring economic development and jobs to Torrance County. The Director of Economic Development was notified by one of the landowners and talked to the AI company, assuring that Torrance County wanted to work with them, but the AI company would not reconsider coming to Torrance County after their negative encounter with Planning and Zoning. My question is, what good is Planning and Zoning if they are discouraging a million-dollar high-tech company from coming to Torrance County, but allowing unregulated cannabis farms? These farms are using valuable water resources, not hiring local workers, living on their property in camp trailers operating with no business license, and running off the next generations that do not want to raise their families next to these farms. How is this helping Torrance County? Thank you.

Jason Halton – Resident: I am here also in opposition to the cannabis growing issue. In all of my research for the speech I gave during the Planning and Zoning Board Meeting last week, I ran into something else that's very concerning. The age of the Comprehensive Use Plan. I don't know if anybody's brought that up in the last 11 months because there are no recordings on the website for the last seven months. I wanted to be a voice that urges you to start looking at this. It's 21 years old. The projections on it were for 20 to 25 years maximum, it's aging out. Where is the County planning to go? I feel that the document is helpful. Thank you.

Suzanne Dome – Resident: I live on a ranch on Riley Rd. and Langley, my husband, Jason and I came here for quiet, clean air, clear night sky, a view of the Manzanos, and privacy. People have stayed at our Airbnb and a film crew chose our ranch for those reasons. However, I can smell the greenhouses southeast of me

every time the wind blows. Now, a state entity wants to put 42 plastic hoops and three warehouses just across Riley Road from me. In that Zoning and Planning meeting last week, residents living near Riley Road on the proposed greenhouse sites listed a ton of reasons not to approve these two projects. We have concerns over everything from year-round water consumption, environmental damage, and safety versus the actual financial benefits, and whether or not these out-of-state businesses keep the money here. Will the greenhouse's gross receipts taxes refund those having their wells deepened or who lost business because of proximity? Drying warehouses are a fire hazard. A cannabis farm fire could cause sickness for residents. Will our electrical grid and roads survive the extra use. There needs to be environmental, hydrological, sociological, and financial studies showing benefits currently. Unlicensed greenhouses need to be removed. Please, don't extend our resources without understanding the consequences versus the benefits, because a lot of us aren't seeing the benefits. We ask you to deny any more greenhouses until the above items are studied, published, and understood and the laws can be enforced. Just to remind you that you're here to serve us and listening to your county constituents is the right thing to do. Thank you.

Deanna Lopez – Torrance County DWI Program Coordinator: A couple of updates and a couple of events we're having soon for DWI prevention. On Sunday, August 25th from 5 pm to 7 pm, there will be a teen night at the Estancia Aquatic Center for ages 13 to 19. Admission will be free. We also have ordered foam hands for each of the schools, and we will be distributing them at each of the opening games for the volleyball and football games for middle school and high school. There are flyers on our Facebook page. We will be in Mountainair on August 20th, August 23rd, September 27th, October 4th, and October 17th. We will be in Moriarty on August 20th, August 22nd, August 23rd, September 3rd, September 11th and October 4th. In Estancia, August 22nd, August 23rd, August 29th, September 4th, and October 11th, distributing these to the first 100 attendees at each of the games.

I also want to thank the Torrance County Fair Board for a wonderful fair last week. We had a DWI prevention booth, and 180 people visited us. We also had two bingos, one on Wednesday, August 7th which had 65 attendees, and one on August 8th which had 80 attendees. I want to thank the following donators, Thriving Roots, Mickey's in Moriarty, the Old Mill, Napa, Harts Hardware, Sierra Blanca Brewery, Turquoise Trail Brewery, Sendero Environmental, Opals Ice Cream, Pizza Barn, the Independent News, East Mountain Radio, Moriarty Foods, Guston Hardware, B Street Market, Meds and More, Valley Express, Alpine Alley, North Farms, Thomas Farms, Blackies, Core Civic, Juno Brewery, Cindy Fernandez, Shawna Fernandez, Rustic Wrangler Flowers, and Boutique. Lulu's Kitchen,

Mustang Diner. Angela Redondo, CNM Electric Co-op, AB Honey Farms, and Jesse Walden. Thank you.

*Comment by Zoom

Prado - Director of Civic Engagement for Innovation Law: I'll be playing testimony from Hernandez, who preferred to use just one name for fear of retaliation. As of last week, he was still retained at the Torrance County Detention Facility. My colleague will then read the English translation.

Victor Romero Hernandez - Communications Manager at Innovation Law Lab: I will be reading the translation to the audio that my colleague played. About three months ago when an audit inspection came here to the jail. I worked in the kitchen. When that inspection came here, there was every kind of fruit, milk, meat, and vegetables. It was only when the inspection came, when the inspection was gone it was all over. The best coffee and food was gone. It was so that they could appear to be doing things right. Some things are wrong. There are many things here that have to be fixed in these prisons. What they do with all of us here is inhumane. It's very difficult. It hurts me when my daughter tells me, Dad, I need this, Dad, I need that. I tell her, my love, I know that very soon I go to this place, but I don't know when. Imagine how long my daughter has been deceived. I've been here for seven months now, a month's sentence in prison for being a migrant. My name is Hernandez. Thank you.

Patty Alexander – Resident: A few months ago, I came in front of you asking when the County of Torrance was going to fix their portion of Martinez Rd. I was told June or July the company would be coming out. We're here in August and it is not done. My second comment is that these pot farms and that's exactly what I'm going to call them, are pot farms, plain and simple, are taking up too much water for the residents of Torrance County. That guy that's already kicked out of Sandoval County because he had enslaved his workers in lockdown, was allowed to move over here to Torrance County and is also talking about increasing the size of his farm and, the practice of building more greenhouses. As Torrance County residents, we need to be able to have a say as to what comes into our County and what does not come into our County. Back to my original question, when is Martinez going to get done?

Jessica Martinez - Policy Director at New Mexico Immigrant Law Center, Immigration Attorney, and I serve on the Immigration Law Section Board of Directors of the Immigration Law Section of the State Bar New Mexico: I am

going to read you a translated letter from Torrance that's dated from the 16th of July of 2024 from Luis David Mohamed. The officers ignore us when we ask for hydroponics. The doctors are negligent. I suffer from various pathologies. I am diabetic, I suffer from asthma, and I'm experiencing that. I'm experiencing asthma today and a bout of claustrophobia. More than a month ago, I explained to the doctors, and they have not given me any response. I also suffer from depression, and I have had many problems with my health. Yesterday I had a claustrophobia attack where they did not pay attention to me. My chest hurts, I have a headache, and I have pain in my eyes. I informed the guards in charge, and they did not pay attention to me. For almost two weeks, I've been trying to get a medical consultation, and they will not see me. They just sent me to a psychologist who is more negative about the document than the doctor, then they tell me that it is normal for all that I am going through. I was kidnapped, tortured, and gagged in my country for four days to find the where whereabouts of my dad. My dad was murdered in front of me. After that, I was threatened with death. That is why I fled my country in Mexico, I was once again kidnapped and sexually abused, and for all that, I suffer from depression. Psychologists and psychiatrists say that it is normal to feel this way too. Feels like a very inhumane way to tell me this type of thing, and the only solution that is provided for me is to give me sleeping pills. They want to solve everything that way, with pills, in this inhumane way. I have psychological injuries from the treatment of imprisonment. With all the pills that they give us, I will have problems with my kidneys.

Thank you.

Anne Schropp - Resident: Thank you, Mrs. Sayers, for being at work with us to find resolutions to a statewide problem. Understand upfront that I am not opposed to a well-regulated cannabis industry, but as with any industry, it must be well-regulated. Those offices struggling with the regulations, as written, have had a mess dumped into their laps. Bear that in mind, as people such as Mrs. Sayers, our Planning and Zoning Board, and our Commission work to deal with what's been thrust upon us all, playing the blame game will not fix anything. The rural counties of New Mexico were already struggling under the double burden of crime, largely due to poverty and lack of funds to pay qualified law enforcement to deal with it all. The wild influx of cannabis licenses has completely overwhelmed counties' abilities to cope. Change is happening. It's about the only constant in this life. We must come together and work together, both as citizens within Torrance County and with our sister counties throughout the state who are struggling just as we are. I feel certain that if we, as citizens and as the counties across the state unite, we can legally challenge the problem caused by this new regulated business. Achieving a legal solution is imperative. Legal, being the operative, is the only way to gain

lasting control of the issue. I'm calling on all countries to come together. Our citizens are incredibly diverse and often very divided. That's okay. I'm not saying we have to be best friends or go to prom together. We don't even have to particularly like each other to work together. We will never gain control of the change. Thank you.

Janice Barela – County Manager: I apologize, when I was going through the changes in agenda at that time, Angela Coburn, with PMS, was not here. I didn't know if she would be here in time to do the presentation for PMS. She cannot stay as long as it may take, so at some point, if you have questions for her regarding that, you can fit that into the agenda.

N. GRANTS: Request approval of Operating and Use Agreement between Torrance County and Presbyterian Medical Services for operations of Estancia, Mountainair, and Moriarty Senior Centers for July 2024 through June 30, 2029. (Deferred from 6/26/2024 meeting)

Angie Coburn – Presbyterian Medical Services: I'm here about renewing our Operating Use Agreement for the Senior Centers. I know we had some questions the last time I was here, and I think there was some research that we were doing about double insurance. I don't believe we had any resolution to that. I think the County Attorney agreed we need to keep it as well as the PMS attorney. This Operating Use Agreement with PMS has with the county for the use of the three senior centers. We have an update on the insurance.

Amanda Lujan - Grants Administrator: Our lawyer and I did reach out to New Mexico Counties, and it was clarified that the vehicles will be under the county insurance, and the passengers who are not employees of the county will be under the PMS insurance.

Michael Garcia – County Attorney: I got a slightly different take from Jennifer Ortiz, also with New Mexico Counties. Her take was that we needed the contractor to have insurance. I think that's the safest way to go. I understood that Presbyterian is okay with doing that.

Angie Coburn – Presbyterian Medical Services: Yes, we also carry liability as well. In case there's an issue with home delivery drivers that go into the homes of seniors, we have to cover them from a liability perspective as well.

Ryan Schwebach-County Chairman: All County employees who drive a County vehicle go through some sort of training/certification, or background checks.

Janice Barela-Madam County Manager: The driver's license on every single employee is checked every month. Updating if they get any tickets or if they lose their license, revoked for certain reasons. An individual county employee who drives a county vehicle must go through defensive driving.

Ryan Schwebach-County Chairman: Can we have documentation?

Angie Coburn – Presbyterian Medical Services: We don't have documents. We can get you documentation because they all go through defensive driving, and we do the annual license checks as well. Ours are all background checked because they're in homes and they're dealing with seniors.

Action Taken:

Samuel Schropp-County Commissioner: Motion the approval of Operating and Use Agreement between Torrance County and Presbyterian Medical Services for operations of Estancia, Mountainair, and Moriarty Senior Centers for July 2024 through June 30, 2029.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

***Continued Public Comment**

Brian Malcolm – Resident: As of March 21 of this year, the state is showing that they've issued 2873 cannabis licenses across New Mexico, which includes 1050 retailers, 878 manufacturers, and 459 micro-producers. As of this year, Oklahoma only has 330 which are on the books. Which is a decrease from just last year alone. Eighty percent of the operations they had in Oklahoma were illicit, Chinese pot

farms. The reason I bring that up is the ones that were asking for approval last week, they've got addresses coming from residential addresses coming from Oklahoma. They've got Notary Public stamps from Massachusetts, which is now becoming a major distribution and shipment hub due to the laws of the surrounding states. They also come from Los Angeles, which is a major hub for smuggling, in particular, Chinese immigrants to come work on these farms. The agent for the one on Riley Road, and the one for the 42-hoop house, three warehouses, etc., was saying that he had approximately 285 clients that he'd gotten licenses from, and only two of them have been shut down. That's two too many. Are we having vetting done for all these people coming from other states trying to have their commercial platforms? In our County, for this past year, Chinese migrants, who were in the one that was shut down on 55 had filed a lawsuit for conditions and labor infractions, and they were also claiming they were smuggled into Torrance County to work in abysmal conditions. Not only is it an increase of the potential crime with, drugs and a myriad of other crimes, as a lot of states before. A major tax on electricity is not the most stable water issue. It's not nice to look at either. I can see it from my living room. I can see that we've got two major areas of light that come up at nighttime which rival the prison. Thank you.

Cindy Sims - Superintendent of Estancia Schools: I wanted to say that the district stands in opposition to this. We see the over-saturation of cannabis in our student population, and to some extent, in our parent population. We feel that we've also had to deal with foreign entities coming onto our campus and posing a security threat. I had to personally go door to door to some of the trailers and hand out literature to make sure they understood when they were allowed to be on campus and when they were not. I'm all about Estancia's development. My heart is here. My hopes are here. I hope that we can find an opportunity for development that doesn't further drain our water resources, which we're all facing. I worry about our school. We were told we couldn't water our fields for a while, and what are we going to do if we didn't have enough water to flush toilets for 580 kids. I worry about the water. Worry about the foreign access to my campus, and I worry about the over-saturation and access to THC vapes and cannabis in our community. I don't think it's a good thing to respond yet, and I appreciate the opportunity just to voice our concerns from the district. Thank you.

Ryan Schwebach-County Chairman: Just to clarify one thing, when you say the district, I'm assuming your board has had these types of conversations we've had.

Cindy Sims - Superintendent of Estancia Schools: Discussions on different occasions on this specific development. We have not discussed but we have the concept of it, yes, because of the increase in problems on our campus, again, with the THC vapes, and foreigners coming onto campus at random times during the day. We have an open campus. It's a community facility. We welcome community members, just not during the school day and not when our kids are out walking to school in the morning. We've had those conversations about security and safety and what we're going to do to continue to limit access to THC and cannabis products on our campus.

Ryan Schwebach-County Chairman: Have you seen an increase in THC vapes since cannabis has been legalized?

Cindy Sims - Superintendent of Estancia Schools: Absolutely, I've seen the detrimental effects on the students and the families on our campus. I'm not attributing all of this to the access to THC and the access to cannabis. We've had over 400% increase in CYFD referrals. We continue to have concerns about absenteeism. I appreciate that the city has started policing the park. The new party place has become the middle school campus. In the evening, they bypass a gate, and we find THC products, and expended gun shells. There's too much access. Not only is it that we're repeatedly pulling these dips and things out of backpacks and sending students home under the influence, but we're also seeing it after hours as people come to our campus and party.

Ryan Schwebach-County Chairman: Within the New Mexico Superintendent Association meetings, in your opinion, is this what other superintendents are seeing also?

Cindy Sims - Superintendent of Estancia Schools: Absolutely. I could tell you, it's been an item of discussion at Superintendent Association Meetings, because in communities where we have proximity to pot farms or cannabis stores, it's hard to keep it off campus, it's an influence from the community, into the campus.

Ryan Schwebach-County Chairman: No doubt in your mind that you saw a change, after legalization?

Cindy Sims - Superintendent of Estancia Schools: Absolutely without exception. My social workers, of which we have four, are writing a letter to address the concerns that they see in the students. They're going to send it to you, specifically the Commission. They couldn't be here today with school in session, but they have seen a tremendous increase to the point that yesterday we had a mental health counselor meeting, and the high school principal stated that in her opinion, because of the increase in substance abuse on the high school campus, there is a need for an additional social worker and counseling to address the mental health issues and the substance abuse. We work hard to keep this off-campus. They're getting it from home, it is based on accessibility, and we're promoting it and authorizing it and endorsing it when we continue to let the farms come and be part of our community. Thank you.

Albert Okis – Resident: I'm here to voice my opposition to the proposed farm on Riley Road. I wanted to add to this discussion one important detail that I know wasn't brought up in the Planning and Zoning Commission. I think it's important to note it was stated that the party behind the farm on Riley Road is from Oklahoma, a man by the name of Min Young Chen, at least he was the first name on the proposal. In my research of the cannabis farming industry and the farms that are being established all across the West, I found out that Oklahoma is the hub of the listed cannabis trade in the United States, and it's all run by Chinese organized crime. Five months ago, an article appeared on the website of KFOR TV from Oklahoma City. The title of this article was Six Individuals Indicted by a multi-county grand jury in connection to large-scale illegal marijuana operations. It goes on to say, that in the first case, jurors indicted four individuals whose names are listed and Min Young Chen for conspiring to defraud the state concerning a November 16, 2023 marijuana seizure in Pottawatomie County. At that time, OCTF agents and the Oklahoma Medical Marijuana Authority were doing a compliance check, and the suite yielded more than 77,000 untraceable and untagged marijuana plants, nearly 2000 pounds of untraceable and untagged marijuana plants, and an assortment of firearms. It goes on to say, that Min is charged with one count of aggregate manufacturing of a controlled dangerous substance, possession of an offensive weapon while in the commission of a felony, as well as submitting false information to the OMMA about the true ownership of cannabis farms. I want to say that at the very minimum, you have to find out if this person is the same person

that's in Oklahoma. If you say yes to this, based on everything I researched. You're saying yes to bringing organized crime into Torrance County. Thank you.

Hayley Malcolm – Resident: I live on the opposite side of the road of the new proposed cannabis site. I want to speak on that because my major concern is with the safety of my children and the safety of the children that are in the county. We have two young girls who play out on the land. I home school so that is their playground, that is their classroom, that is their environment, that they will be surrounded by for the rest of their life. I think we as a community did a good job of voicing our opinions. I could go on about all of the issues, the light pollution, the traffic, the safety, the environmental impact, which is huge on my heart as well, but it's been addressed. The one thing that hasn't been voiced is what that young girl who was here at the planning zone meeting did last time. She came up here and spoke about her safety, of being able to have her window open at night. Would she be safe? Would there be an armed person outside her window trying to get her? My children are much younger than that right now, but I have that concern, I have that safety issue. I am not from around these parts, but this is my home, and this is where I choose to bring up my children. My children are from here. They are born here, and they will live here for the rest of their lives. I want to secure their safety. Thank you.

Leland Riley – Resident: You heard the recurring theme over and over this morning. It's all of our concerns. My greatest concern is for my grandchild. I was fortunate to have my first grandchild a year and four months ago. At four months she was diagnosed with brain cancer. They registered at Cook's hospital and did an emergency surgery. They took a tumor of baseball size from the front lobe of her brain. My concern about these farms is that we have no environmental studies. We know that we do not have any type of physical studies. What will it do in the future? I'm scared for my grandchild to come home. We live a mile and a quarter from this proposed area, and it's tough. We've been through a lot of struggles. As a parent or a grandparent, we strive to help our children in whatever they do. My major concern about these things coming in, and I'm sure it's with everybody is it just makes it difficult to tell my daughter and my son-in-law. "I don't know if you ought to come." It's rough.

Senator Stefanics: I'm here today to offer support for the issues and problems regarding cannabis in your county. I believe that this might be a problem perceived as going through other countries. I have talked with several citizens, specifically farmers in the area. I'm very interested in what the schools have to say. The Commissioners have individually talked to me about this as well. If and when you are ready, forward recommendations to me and Representative Lord and Representative to be Anita Gonzalez. We would work with the county, for example, if you would need a temporary moratorium on grow permits or if you would need a different process for getting water permits out of the office of the State Engineer to ensure that it's not harming the livelihood of others around that production. The Cannabis Control Division has already commented to Legislators that they need some advanced authority, which is what they have. I'm very interested in hearing, after your meeting today, what the Commissioners and the community are recommending in terms of changes. We won't be able to make permanent, lifelong changes, but we can make changes immediately and then fix what we have done. I think that several Legislators are ready to bring up changes. I'm pleased that you're having this public hearing and this presentation, and please stay in touch with me on how I can help.

Representative Lord: I've been in contact with your County Commissioners, and I talked to people. I've been listening very intensely to what you guys are saying. I agree with all of it. The bigger issue that we have is that, unfortunately, that bill was passed, I cannot vote for it, and there are no regulations in it. Now it's time to go back and fix it. The problem is, you're in crisis right now. You have people who come from out of state, out of the country, you have water issues, you have illegal grows that are growing far more than what they're supposed to and there doesn't seem to be a lot of oversight. Seems that there are a lot of people who don't know what to do or how to enforce the issues. What I'm going to do is listen to everything you have to say. I'll be here again for discussion on anything that you need. I am on board with helping you in the long term, we're not going to be back again until January, but we need to do some things now. I talked to Senator Stefanics, I'm not sure if you can do a moratorium. I think you should push the board on some level. There might be some technicality that you can use water issues and land rights issues, but it needs to be addressed right now. For those of you who are in the audience, if some of the people are taking the lead on things, you can reach out to me with info, at lord2020.com. As soon as you come up with

your ideas, I'll do everything I can and reach out to our people here on the other side of the fence too, who maybe might be able to help with some of the issues. I also recommended that you talk to Representative McQueen, even though he's not in that district anymore, he's on the Water and Acequia, and maybe there's some sort of angle that you can use to say it's the water issue, that you may be able to stop it. At least you can put a halt to things for now. We need to deal with the long term, and we need to deal with the crisis. The crisis of right now and the long term is that there's not enough enforcement and ability of enforcement, and we need more stakeholders too, altogether, to hear this issue on a state level, to understand that this is a big deal that needs to be addressed immediately. Thank you.

A. COMMISSION: Request approval of minutes of the July 24, 2024, Regular Meeting of the Board of County Commissioners.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve minutes of the July 24, 2024, Regular Meeting of the Board of County Commissioners.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

9. APPROVAL OF CONSENT AGENDA

A. FINANCE & PURCHASING: Request approval of payables.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve payables.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

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

11. ADOPTION OF RESOLUTION: None

13. DISCUSSION

A. COMMISSION: Update/Informal introduction about the Cannabis Control Division, New Mexico Regulation & Licensing Department regarding plans to work on a coordinated strategy of enforcement. (Eden Sayers, Esq.)

Samuel Schropp-County Commissioner: In 2023 at the beginning of my term, I warned that Torrance County was facing a boom that we were not prepared for. Once I took office, I lost sight of the speed with which the boom was overtaking, and I believe that it was the responsibility of various state agencies to enforce the appropriate statutes and regulations applicable to marijuana grow operations. I'm sure the two of you have gotten calls and emails from constituents as I have. I've repeatedly told those people that in the case of the Dineh Benally, marijuana grow operations south of Estancia, federal agencies are taking care of that problem. I've also been very clear with everyone who calls me, whether on this issue or other accusations of misconduct or corruption in our county government. I will act on objective evidence or matters of law that were brought to me. A couple of weeks ago on July 29 Todd Smythe stopped by my house and pointed to what he and I believe were violations of the Cannabis Control Act and Cannabis Control Division Regulations. At that time, Mr. Smythe and another constituent, Clayton Gardener, had told me that in their contacts with the Cannabis Control Division, they had been told that CCD had no enforcement powers and that it was up to local law. As a result, I called the New Mexico Attorney General's Office and spoke with an AG's Chief of Staff to find a way to address the concerns of the people of Torrance County. I asked the AG's Chief of Staff for assistance in helping us with a coordinated plan to use all appropriate state agencies, together with our Sheriff and Planning and Zoning Departments, to work towards strict enforcement of all applicable statutes, ordinances, and regulations. Number one, I spoke with the Governor and asked for help with this problem. She told me she didn't want to get involved in it right now. So the plan, as it stands, is to enlist, along with the New

Mexico AG Office, the Department of Environmental Quality, which, in my view, will address the concerns. One of the things that Mr. Smythe had sent to me was a preliminary study on the byproducts, the organic part of what the plants produce, and what the smell that you smell is. I would like to get the Department of Environmental Quality down here with sniffers to begin a study on what is in the smell that we're all catching. Another of my constituents recommended OSHA. The New Mexico Division of OSHA is under the purview of the Department of Environmental Quality. I'm working to get them down here to start checking job sites. The Office of the State Engineer needs to come out here and start checking water meters and ensure that the water that is permitted is what is being used and not more water, Workforce Solutions to come and check the work permit, and the Cannabis Control Division and Ms. Sayers will address that. I was also invited by the AG Chief of Staff to participate in a conference call with ICE/CBP. That conference call was originally to be about human trafficking, and I would like to have ICE/CBP start moving through the county and doing immigration checks.

I found this out at the Old-Timer celebration when I spoke with Stephanie Lord, our state Representative, and Liz Stefanics our State Senator. Those two officials have agreed to co-sponsor a bill correcting the shortfalls of the Cannabis Control Act in the next legislative session. Last week, I spoke with Eden Sayer, attorney for the Cannabis Control Division, and I'm optimistic about what the CCD, along with other state agencies and Torrance County, can achieve together. I invited her to speak with us today to explain what we can do under the present guidelines. Yesterday, we spoke with Ms. Sayer and her supervisor again. It was a direct and frank conversation in which they explained the limitations of the CCD under current statutes and regulations. I explained our limited resources and our urgent need for help from state agencies. Ms. Sayer assured me that the CCD is ready to help within the structure of the statutes and regulations. Torrance County will be working in cooperation with Ms. Sayer to create a plan that can be a model for other counties as they too address the problems that come with a boom in marijuana grow operations. Ms. Sayers will be taking questions from county officials only.

One of the things that you will catch in Ms. Sayers's presentation is that there are 41 licensed grow operations in Torrance County. I believe that for a county of our size, that's an excessive number. Those things are going to have to be addressed in the legislature. I want to be very clear with all of you, at present time, under the laws and regulations as they stand, we are not going to stop intensive agriculture operations like marijuana growth from operating in Torrance County. We all have a constitutional right to use our property as we see fit within the laws, statutes,

ordinances, and regulations. I say that because I don't want anybody to be expecting immediate relief. We have to coordinate with state agencies, their general counsels, the AG Office, and ICE/CDP. It's going to take a little time, but we are working on that. At present, we can ensure that all applicable statutes, ordinances, and regulations are strictly enforced.

Eden Sayers - Cannabis Control Division, New Mexico Regulation &

Licensing Department: I want to say thank you very much for allowing me to come speak with you all today. I've been listening to your public comments. I've heard the frustration and the struggle this community is going through, and I appreciate what everyone has shared here today. I also want to say I commend the County Commissioners for reaching out to the Cannabis Control Division and for really taking such an active approach here. The reason why we're having this discussion today is that your local and state government Representatives are hearing you. The reality is that cannabis is a living breathing plant, and it requires living breathing regulations. That means that our cannabis regulations will need to evolve. They've evolved quite a bit already, since 2021 when the CRA first went into effect. We've had some powerful tools that have been added, but there are some more that we need. I can tell you right now that the CCD is using every tool it has to fight illicit cannabis cultivation in Torrance County and throughout New Mexico. We've filed multiple cases in Torrance County courts to try to get limited injunctions or restraining orders. That takes a while, and the reality is that the CCD does not currently have the legal authority to walk into a cannabis grow and shut it down, even if a licensee has large compliance violations. Licensees are awarded due process and CCD is bound by the Uniform Licensing Act. We have to follow a very strict set of procedures and timelines regarding taking administrative actions against licensees and no licensees.

I need to be clear; the CCD alone does not have sufficient enforcement authority under current regulations to deal with the issues that we're discussing here today. We don't have the resources to fight this war. We do need to have the power to destroy, seize, and embargo illicit cannabis, and our superintendent is working very hard to get this authority. As you've heard, some representatives are working on this as well. We need everyone here who wants to see changes to get behind this bill that will be coming out. I think that will help us kind of solve some of these problems. Businesses that are unlicensed and that have never been licensed are a complex problem. Since we don't have law enforcement authority to go in and stop illegal activity, the strongest mechanism for us to protect communities is to support our local law enforcement, state law enforcement, as well as our other county partners across the state. There are criminal penalties that law enforcement can

charge for unlicensed cannabis activity. The CCD has met with Torrance County, and we are going to work towards building out some ways that we can help support your discussions regarding restricting it within your community.

A little bit of history about the Cannabis Regulatory Agency, and when it got started in April 2021. We've had a few changes already. We had Senate Bill Six, which went into effect July 1. That updated some of the provisions that allow us to review who receives a license. Before Senate Bill Six, there was a very limited amount of items that the CCD, could use to disqualify an applicant for a cannabis license. Which we've all discussed here today is a big issue. Moving forward, we do have a much better framework for what that looks like, as far as denying applications. Previously, under the administrative policies that we have and under the ULA, which is, the body of law that regulates how we provide due process, if you deny an applicant a license, we do have to issue a notice of contemplated action and go through a formal hearing process. While that still will be a requirement for us moving forward, it makes it a little bit of a challenge as far as denying a license. I encourage you all to take a look at our website. There is a very clear process within the website that allows for complaints to be submitted. We follow up on all verified complaints. If you have locations where you have identified illicit activity or violations of the CRA, we encourage you to submit a formal complaint on the CCDs website. Another item, which you can also find on our website, is a list of enforcement actions. You can see actively; that we post these as soon as they're coming out. When we have issues, we engage in enforcement when we revoke licenses. It's a great tool to keep an eye on as far as what's happening in your community.

Ryan Schwebach-County Chairman: We have two different paths that we need to discuss and not discuss, and you'll understand later. The first issue is existing cannabis farms. The next issue is future farms through Planning and Zoning. I would like to start first by asking some questions about the existing farms. Through your permitting process, the farms have to show valid legal water rights. At that point, they go to the State Engineer, they take these permits, and if they have greenhouses, they convert them to consumptive use, or they grow them outside for agricultural use. As far as the County is concerned, we look at a letter signed off by the State Engineer saying that this process is done. However, many of these permits can be still in the permitting process for consumptive use. There's no follow-up from the State engineer. There's no follow-up from the County, other than a letter sent. When I visit with the State Engineer, we have no authority to do anything if their permit is not valid. What authority do you have if the water permitting is not complete yet and they're still operating.

Eden Sayers - Cannabis Control Division, New Mexico Regulation &

Licensing Department: That's a great question, and it is something, that has come up many times. The best place for us to deal with that issue is at the licensing renewal phase. During the licensing renewal phase, we review all of the materials that the applicant is supposed to have to have in operation, and we can suspend a license or choose to not renew it if they are not in compliance with all of those. Whether it's water or any other type of state or local requirements that they need to have to operate whatever business type, whether it's a go-out or a manufacturer, we can do that. We have been doing that. That is new for us. As far as being able to do that in the renewal phase, and I will say, a lot of these additional powers that we received through Senate Bill Six on July 1, are helping us deal with licensees that haven't done all the paperwork the way they were supposed to. That's our first phase is dealing with each of these at the renewal phase and making sure that they have all the documents in order, and if they don't, they're not getting renewed.

Ryan Schwebach-County Chairman: If the permit isn't renewed, you find somebody in violation, you send them a letter saying we are not renewing your permit. Where does a cease-and-desist enforcement come in? Because many farms have received those letters, they're still producing and selling. In my operation, I have to abide by the same water laws and the same water rights. I have to have the same permits, and they have to be in order. The difference is that I also have to have a federal bank for finance, none of these operations have that financial tie to them. They are not tied to a mortgage. They are not tied to a federal lending institution that allows them to continue. That's my deterrent, to make sure my paperwork is in order. They don't need this. What enforcement do we have? Most permits simply lay the groundwork. They can't be financed. They can't sell to somebody who needs finances. We're dealing with a cash customer. What type of enforcement do we have to deal with that?

Eden Sayers - Cannabis Control Division, New Mexico Regulation &

Licensing Department: It depends on what particular item you're looking at. I would say some other agencies can red-tag licensees because they're out of compliance with those particular items. That is something that we try very hard to communicate when those issues are coming up and be open to receiving those communications from OSC or CID or whatever division for which the licensee is bound to be in non-compliance. To be quite frank, a lot of those other agencies have much faster and more well-defined abilities to stop what's going on, versus the CCD, because if they're out of compliance with one of those items we could go through our administrative hearing processes to get to a place where we're able to shut down their bio tracks, which would not allow them to continue to engage in

commercial campus activities in a regulated space. The reality is that doesn't seem to stop them from continuing to grow and sell cannabis. I do think some of these other items that you're bringing up are divisions that would be able to red tag in their process faster. We are open, and we try very hard to support all other state agencies when they have these issues. I would say I've personally gone to inspections of locations that different agencies have identified or they thought were out of compliance because they didn't have some type of permit they were supposed to have. We do try very hard to follow up and support all those other items and state partners.

Ryan Schwebach-County Chairman: Within the OSC they can administer the letters and say no that these are not in compliance, but they cannot shut them down, and the permit grantor can pull a permit. When these permits are not inspected, and not in code, whether it's from the OSC, or P & Z, who is responsible for physically shutting them down and not sending them a letter? What are the consequences?

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: It's a very complex question. The reality is that the CCD cannot physically shut down any licensed or unlicensed location. That is not within our administrative powers. It's a fair question and a good question. It's a question I've asked the courts across New Mexico. I've asked in San Juan County. I've asked in Torrance County. I've asked the courts to enforce the CCDs order. I've requested the courts to empower state and local police to support us in closing these facilities. There's some fear because it's our responsibility as state actors to ensure that we are using and protecting resources wisely. We have to follow certain procedures so ultimately; we're not being sued by individuals after we close down their businesses. I don't have an easy answer for you, as far as who's responsible for the closure. The reality is that we don't have the tools, the resources, or the authority to close them down. I think we're all trying to work towards getting an answer to that question of whose responsibility it is.

Ryan Schwebach-County Chairman: Is it in the court system yet? Do we have judges looking or judges giving an opinion? Are there pending lawsuits to address the law that was put in the book that has yet to be tested in a court of law?

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: I wouldn't say that the lawsuits that are pending are exactly in that line of thinking of what you just mentioned, they are more related to trying to close some of these illusive operators that have had their licenses

revoked. The request for the court to command someone to help us shut these down, and that's open-ended there with the courts.

Samuel Schropp-County Commissioner: Ms. Sayer and I had a heated exchange yesterday afternoon on this very line of questioning and the ability of the CCD to help us. I can assure you from watching your reactions here of the assembled citizens, that she is just as frustrated with the law as it is written, and what she can and cannot do under the law. The New Mexico State Police liaison related to me that Ms. Sayer is very aggressive. I think he used the term the most aggressive attorney he's ever worked with in pursuing this. This is going to have to be a legislative fix, but there are things that we can do in the meantime. One of the questions I know everybody has that Ms. Sayer and I have discussed is, how Dineh Benally got a license to grow after what happened in 2020, in San Juan County, on the Navajo Reservation in which he had unlicensed grows all over the place, and more than what he was entitled to. Then he fled San Juan County and started the same thing up in Oklahoma and has been run out of there. Now he winds up in Torrance County. Ms. Sayer explained to me the procedure of background checks and how that works under the present law. Ms. Sayer, could you give us that little rundown, please?

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: To go back to Benally a little bit and how he was licensed in the past. At the time of licensure, of Benally, the Cannabis Control Division could not deny or revoke a license until the applicant was convicted of an offense that is substantially related to the qualifications of holding a cannabis license. There also are some provisions in the law that protect people with cannabis-specific offenses. At the time, Mr. Benally had not been convicted of any offenses, and therefore, we weren't able to deny him a license. That has been something that has been changed during the last legislative session. We received some additional power under Senate Bill Six and so now, effective July 1, we may refuse to issue, and we may suspend or revoke a license for things like a tax lien related to cannabis activity in New Mexico or another state. We can refuse to issue a license for pending investigations in New Mexico or another state for fraud, deceit, or embezzlement. It has added additional protections where I feel we're not going to see this type of bad actor in the future. It also adds some language that allows us to apply for a federal background check ORI number. Currently, we go through the state police to do our background checks. We did submit an application to the FBI for an ORI number, which will allow us to do federal background checks, which I think will even further ensure that our pool of actual licensees are good faith operators. That process does take a while. It was submitted several months ago, but

the FBI policy can take up to a year to get that number. We do background checks, and we now have some of these additional powers to refuse to issue a license. We intend to use them, and we have been using them. We've held a lot of new license applications. We're going to keep using that moving forward and use every little bit of power that we have to make sure we have good faith operators, and that we're enforcing it to the best of our abilities.

Samuel Schropp-County Commissioner: In Senate Bill Six, Section Five, Sub Part C. I want to make sure that you're aware of this. The division shall deny an application for an initial license or renewal if the applicant does not include information required by the division. The applicant does not meet the requirements of the Cannabis Regulation Act, or promulgated by accord. Reading on down to subpart D, the division may refuse to suspend or revoke a license of any person who does not meet the qualifications for licenses, who is not in compliance with the Cannabis Regulation Act, or rules promulgated by that act, or for whom one or more of the following are substantially related to the qualification functions or duties of the applicant or licensee's business. It then goes down into B, sub one, a tax lien, and I'm not going to read them all in B, sub two, pending investigation, which at the time of the passing of Senate Bill six, was too late, Benally had his license. Subpart Three, subpart four, and subpart five are all applicable. Does the CCD do its background checks?

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: We run our background checks through the State Police. It is not quite as extensive as a Federal fingerprint background check, but we do run a background check on all licensees.

Samuel Schropp-County Commissioner: We need to go to a background check that is at least as extensive as a Federal Firearms License, a concealed carry permit, or a fingerprint check.

Ryan Schwebach-County Chairman: We have an illicit grow on 41 that can't be missed by anyone driving through the County. Where are we in the process with Dineh Benally and his growth on South 41?

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: I believe everyone generally knows about this, but I'll give you a timeline. We issued a notice of contemplated action against Benally due to many violations at his facility in October of 2023, and then we revoked his license in December of 2023 and since then, he's appealed. We've been working

this out through the court system, and it's been a slow process because Benally has not obtained his legal counsel. He's been ordered to obtain legal counsel but has failed to do so. We've filed several different motions in the courts, informing the court, that, this man has had over 190 days to obtain an attorney, and he's failed to do so. You ordered him to get an attorney. Just this week, we received an order from the court that Benally would be required to get an attorney by September 13. Should he not have an attorney by September 13, you better believe by September 14; I'll be filing something in court to make sure that we are getting the case dismissed and moving forward with the next phase of closing down this facility. At that point, he'll have lost his ability to appeal.

While we're in this appeal phase, it is a little bit more of a gray area, as far as closing that business down, we did request a TRO a Temporary Restraining Order from the court to allow this place to be shut down while we're going through the appeals process. Within that TRO, I included evidence and documentation related to some of the items that you've brought up today, including, that OSC has identified that he is illegally using certain water supplies. We've also made certain reports to the State Police regarding our concerns about the employees who are potentially living on the premises within conditions that are not livable. The reality is we do have to abide by the laws, abide by due process. We'll have to wait till September 13, but I am very excited that it's moving forward, and we have at least another date to look forward to when we can keep working on getting this facility closed.

Samuel Schropp-County Commissioner: As a side note, the Native American Church Operation that Benally is running is nationwide. Federal agencies are working in that direction. Ms. Sayer, I believe you have investigators around the state. How many investigators do you have? What is the process for dispatching an investigator and what are their powers?

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: We have 12 Compliance Officers, one Investigator, and one State Police Liaison. Our compliance investigators do routine inspections. They go to inspections of facilities when there's been a complaint identified through our complaint log on our website. There are different processes that they work on, they are trying to get licensees back into compliance if it's minor items by education and compliance improvement plans. Alternatively, if there are items such as they believe would meet the criteria for administrative actions, they will refer them to me for review, for notice of contemplated action. They go to all ranges of different license types. We've done quite a few inspections to date; it's

increasing every year. Right now, between July of 2023 and June of 2024, we've done 2500 inspections. We have a lot of licensees; we are the fifth-largest state in the country. We only have one officer that's not in the Albuquerque/Santa Fe area. We have one officer in Las Cruces, soon to be two. We don't have any regional offices. It is a full-day thing to go to some locations that are far away.

Samuel Schropp-County Commissioner: One of the people in public comment, talked about Mr. Min Young Chen and his legal difficulties in Oklahoma. I certainly hope you will make note of that. I will get with that gentleman and find out what his source is and get that to you in an email.

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: I appreciate any red flags that people send our way. We use and need those. Those are very helpful to us in doing our job. I encourage everyone interested in this talk who cares about this issue to go on the CCD website and start filing complaints and give us the information that we need. We will be out doing inspections and following up on those items, but we do need to go through the formal complaint process as part of our requirements. As far as documentation, meeting due process, and following the ULA. We must verify the complaints.

Kevin McCall-County Vice Chair: What is ULA?

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: ULA is the New Mexico Uniform Licensing Act. It is a body of regulations that the Cannabis Control Division outlines the process for administrative action. It's in Chapter 61, of the New Mexico statutes. It covers a lot of other areas as well, and not specifically for cannabis, many, many chapters cover the processes for pharmacy, liquor, and tobacco. It's an outline when we have to provide notices for different action items. For example, if we issue a notice of contemplated action, we have to have an administrative hearing on that notice of contemplated action within 60 days of when it's received by the licensee.

Samuel Schropp-County Commissioner: What we can do as a county is to be aware. Go to the website use the complaint form, and then handle it through the processes that are mandated by law and regulation.

Kevin McCall-County Vice Chair: You commented that different agencies can do things. Please enlighten us on what agencies they are.

Eden Sayers - Cannabis Control Division, New Mexico Regulation &

Licensing Department: It depends on whatever the specific issue is related to, the location in question. For example, let's say they don't have their certificate of occupancy. That would be with the CID. I have a list of every agency that would be impacted, and that would be something that the general public would see daily. There's NMED, which issues some items to certain licensees, like manufacturers. I don't think this fully answers your question, but I can try to pull out the list if that will be helpful. I do think some agencies can red tag, like LP Gas. They might have some other ways that they can support shutting down operators that aren't fully in compliance with all those items.

Kevin McCall-County Vice Chair: What can we do with these, starting before they reach that point? What can we do as a county, as citizens, before we get to the point of the Benally case?

Eden Sayers - Cannabis Control Division, New Mexico Regulation &

Licensing Department: This is something that everyone will be looking into. While we can't ban cannabis operators in cities, towns, and counties, we can have time, place, and matter restrictions. The CCD would provide as much support as possible in the ways that we can relate to this. What time, place, and manner restrictions will work for your community that are going to reduce issues that you're seeing that are bothering everyone? We talked about some of the resources we can share with the county. For example, I'm working on pulling some production reports so you can understand the demand study or do a demand study of how much is being produced and how much may need to be produced in your county. I think that's a really good start, and that's a way we can do things while still ensuring that we're projecting our resources as best as possible, and also getting the ultimate result that you want, which is, having fewer bad operators. It's time to start taking into consideration some of those hyper-local rules. We haven't seen that happen across the state. I'm open to providing any support, education, workshop, and discussions with local regulators on how to do that best for their communities.

Ryan Schwebach-County Chairman: I read that in the consumption in New Mexico, we are producing one and a half times what the consumption is. Is it legal to send this marijuana across state lines?

Eden Sayers - Cannabis Control Division, New Mexico Regulation &

Licensing Department: It's not legal to send marijuana across state lines at this time, and it is still against the law.

Ryan Schwebach-County Chairman: We all know it's happening. We just can't catch it.

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: I would imagine, it does happen, yes. It becomes a very complicated issue once it crosses the state lines.

Ryan Schwebach-County Chairman: Unfortunately, it's an issue that is in our backyard, and that's why we're having this discussion. I appreciate you being here. You mentioned the permitting on CID, a Certificate of Occupancy, I can build a home, I can get my electrical permit, and they'll turn on the electricity and get my gas. I can get my sewer and put my walls up but until I get a final inspection then I'll get a certificate of occupancy, I can still live in that home. I can still maintain it, and there are no consequences to me until, one, I want to leverage a mortgage again against it, or I want to sell it to somebody who has no cash. In my perspective, in all of this permitting, the state has adopted this permitting process similar to everything else, with the assumption that we are dealing with people who are looking for conventional financing. We are not. Most of these operators were growing marijuana illegally in other states, maybe in this state. We made it legal; it attracted them here. It is safe to say that many of them do not have the same scruples that our current business owners have, and that is a vast assumption, but that is the reality of what I'm seeing. I have yet to have any of these producers show me differently. That is the issue I see with the permit, it is tied to finances, and we're dealing with an industry that does not require the same conventional financing. For those of you listening who have authority over the legislative process, please take that into account.

Michael I. Garcia-County Attorney: You had mentioned the demand study. I did a little bit of research on it. I'm wondering if you can point me to any statutory authority that says a demand study, or its results can be the basis for denial or granting a land use application.

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: As far as demand study, that's identifying, how many of a certain license type that you need for your community. I can follow up with where the support for that would come from. As far as having a demand study that's showing X number, and then you being able to, then ultimately say, our community needs 10 producers, and then drafting your rules to align with that. Most of the time, those are flexible, that's revisited at certain times. You usually have it as something that is done maybe every couple of years. That way, if you

demand changes where you need more or need less, you're able to open that up to have additional licensees apply. Yes, I'll follow up with you on where that comes from, and what you would need related to not implementing that.

Michael I. Garcia-County Attorney: Thanks for doing that specifically it would be in the context of land use, that's where the main issue for us as far as Planning and Zoning.

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: To a certain extent, specifically for Zoning and Planning, I don't think you necessarily need to do the demand study to kind of reduce the amount. There are a lot of other restrictions that can be put in place. I'm happy to workshop with you again, and sometime in the future, we can connect and cover some of that. There are a lot of options, as far as what that looks like for local regulators. You can add a zoning area within your zoning framework where you say, we only allow cannabis production in zone C1, or whatever it is that you would like. That still meets the role, where you're not prohibiting it, but you do have some time place, and restrictions.

Michael I. Garcia-County Attorney: Our situation is more the agricultural aspect. We don't have a lot of physical locations where people are going to sell it like they do in Albuquerque. Our situation is going to be more agricultural. If it's agricultural produce, then you're talking about zoning being A1 and if it's an agricultural product, you're going to have to find a way to differentiate that from everything else. I understand what you're saying. You can use the zoning code to make sure that proper activities are occurring in property zones, but if you're talking about an agricultural product, that's the situation we are in. We're vastly more agricultural. We're going to be limited in using the zoning code that way.

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: I hear what you're saying. I'll present you with some very clear examples because I've seen this done in Colorado many times. To give you a little background on myself. I came from the industry and have been in this industry for about five years. I've worked extensively on building out local regulations with cities and towns throughout Colorado. I have looked at every kind of zoning or zoning use plan that you can imagine, and I've seen a lot of creative options where cities towns, and counties have been able to restrict production and manufacturing to the areas where they wanted it to occur and keep it out of other areas. I think it's a small addition you can add something in where you're specifically saying, it's an agricultural zone but you can break it out and say, you

want to have a cannabis-specific agricultural zone and could add some additional restrictions. There's nothing that would necessarily prohibit, having A1 and A2, which is maybe A2 in cannabis and hemp. However, you'd like to have that. I'll provide some examples of what I've seen in the past, that's been effective, then you can present that to the community in the future, as you have an opportunity to discuss it and see what a good fit for you.

Ryan Schwebach-County Chairman: You came from Colorado. These examples, have you seen these on the growing agricultural side implemented in the state of New Mexico?

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: No, I haven't. To be quite frank. Cities, towns, and counties are looking to do this, this is the start of it. I have not seen extensive local regulations. Part of the difference here is that in Colorado, they have allowed local cities and towns to completely ban cannabis in their communities, whereas here it's a bit different, we have the time, place, and matter restrictions. There has been this very different framework that's built out there over time. We'll do our own thing because New Mexico has very different needs and very different interests. It will take time for local communities to start developing some of the regulations that fit their particular needs. I'm happy to do that with what I can pull from the bio track, as far as data. I can guide you with my own experience doing this work for many years. I want to be a tool and a resource for your community to make this look like what you want it to look like.

Ryan Schwebach-County Chairman: I wish I had the same confidence you do. I say that not in offense, but I say that in my research on this. The trouble is the way the wording of the law for legalizing cannabis, and the definitions of cannabis, pot, and hemp, whether it's oil, whether it's recreational, or medical are all focused on the dispensaries and locations. However, because it is an agricultural product, and our existing state laws protect ag production, this becomes a major issue. I do not feel that it was looked at very well with all the training I've gone to, and all of the research I've done. This was coming down the road years ago. Doubt was the issue. We're not dealing with dispensary problems. We're dealing with growing problems. It's very different. You do give me words of encouragement, but up until this point, that is not how it's been explained to me.

Kevin McCall-County Vice Chair: We have legislators online listening, and we have CCD listening. We feel like we're out here navigating this by ourselves. Legislators. Could you give us a liaison to help us navigate some of these zoning

issues? I'm hearing that maybe there's some hope that we can make some changes for possible denials. I ask at the state level, please give us help and if it's a windfall for the state that we hear it is, then there should be 200 inspectors.

Ryan Schwebach-County Chairman: Who is paying for all of this? How is it being paid for? With two inspectors with the amount of money that the state is theoretically getting, how's it being paid for, honestly? Are they paying the FBI to come in on some of this? Or is that just kind of going through all of our federal taxpayer dollars?

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: We don't get any money from the sales of cannabis. All the tax revenue, none of that goes for the CCD. We have a standard agency budget. We do have some revenue from our licensing renewal fees and application fees. As far as some of those other elements. I would say that's not my area of expertise here at the CCD, but I'm happy to look into that and provide you with some more clarity on the funding of the CCD and where that comes from.

Ryan Schwebach-County Chairman: You don't receive funding from the taxation of the sale?

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: We do not receive any funding from the tax revenue that's generated. A small amount of our revenue comes from our licensing fees. We had a fine against a very large retailer recently, that was \$350,000 we collected. That goes into the state's fund. It's not money that goes into our budgets or our revenue. The reality is that we need more resources. We need more officers. We need tools, tanks, trucks, things like that, to do the things that we need to do here. We don't have the funding that we need, and there is money coming in from this, and it would be great to get some more resources so that we could amp up what we can do, across the board, for everyone.

Ryan Schwebach-County Chairman: I appreciate you joining us and shining some light on this topic. Some other individuals were talking about coming out. They chose not to. I want, for the record, to say that this community is very passionate. We are not a violent community. For some of those other individuals that were considered to be here, that's why law enforcement was here. We have a very passionate community, but they're a very well-behaved community. I appreciate that for the record.

Samuel Schropp-County Commissioner: To summarize and wrap up. I didn't go into my conversations with the AG office in any detail, and I'm not particularly going to Taylor Bucha, the Chief of Staff of the Attorney General, Raul Torres, is going to be calling the General Counsel of each of the departments we mentioned earlier. Ms. Sayers said some other agencies and departments may be able to help with sewer permits, park testing, and groundwater pollution are the people who are using the chemicals in these grows, are properly trained. That's under the province of OSHA, which is a division of the DEQ. With Workforce Solutions, does everybody have work permits? Is the paperwork in order, and can they show that they are paying the taxes on their employees? Is the OSC out here to start reading meters? Every one of these grows will be required as a new permit to have a meter. Who is monitoring those meters? I will be working with the AG office to start those things. With ICE/CBP, we're going to be watching for human trafficking and working on immigration checks. There are things we can do in the short term.

I mentioned earlier that I had asked the governor for a moratorium. An executive action for a moratorium through the licensing division on issuance of licenses. I would encourage every one of you and everyone you know to call the Governor's office. Be polite, be short, and be concise. Ask for a moratorium on the issuance of licenses. Go to the website and send an email asking for a moratorium on the issuance of licenses. What the governor related to me was that the politics of this made her not want to become involved. How do you change that opinion? You bring the politics to bear. Every one of us and everyone you know needs to begin politely and concisely conveying your thoughts to the Governor. I'm also reaching out to the Commissioners that I met at the Commissioner's affiliate retreat who were expressing these kinds of same problems. I will be asking their Commissions to bring these issues to the state. As Ms. Sawyer and I discussed yesterday, this is a problem of the state's making. This was Legislation that was passed and signed by the governor, and now it's dumped on all of us, including the CCD, who are underfunded and understaffed for what has happened as a result. We are looking at this problem and taking the actions that we can legally to get this in check. So pay attention. You can use the reporting form on the CCD website.

I spoke at a naturalization ceremony that the National Park Service held over the past weekend, and for all of those new citizens, I quoted Abraham Lincoln from his Gettysburg Address. "We are a government of the people, for the people, and by the people," so as people, we can work together and bring pressure to bear to straighten this thing out. Thank you.

Kevin McCall-County Vice Chair: When a grower applies for a permit, is it an annual permit, or a multi-year permit?

Eden Sayers - Cannabis Control Division, New Mexico Regulation & Licensing Department: It is a yearly permit.

Ryan Schwebach-County Chairman: I think that answers most of my questions. I am frustrated. I'm not looking to shoot the messenger. I'm looking for solutions, and I appreciate the information you brought to us and look forward to continuing to work with you.

Kevin McCall-County Vice Chair: The last two days, I spent a lot of time with Legislators and the Secretary of Agriculture and seeing where they stand and what role they play. I just keep getting finger-pointing with no teeth, and I think that's what we as a Commission, we as a community, want to know, where does the buck stop?

Ryan Schwebach-County Chairman: Agree.

Samuel Schropp-County Commissioner: Once again, I'd say it's up to everyone concerned to correct the passing of the buck, we have to hold them to the fire and tell them we expect not to pass the buck, but suggestions, solutions, and enforcement.

B. GRANTS: Discussion regarding the status of the County Fairgrounds Improvement project.

Amanda Lujan - Grants Administrator: We will be going through with some of the work that's being done on the Torrance County Fairgrounds. Then I'll turn it over to our Architects from Studio Southwest Architects. They will go over the first draft of the master plan of the fairgrounds. We have currently spent about \$95,221.25 on the fairgrounds including new steer barn doors, roof repair, the geotechnical study, a survey by Bohannon Huston, paint for the existing building, as well as the preliminary development and design of the master plan, etc., and we have more funding available that will be used to continue the work on the design and development of the fairgrounds. We have different Capital Appropriations from the state legislature. We have F2920 for \$700,000 which will revert at the end

of this fiscal year. G3049, for \$268,800 which will revert at the end of 2026 H3238 for \$1,050,000 which will be over at the end of 2027, and then I3189 for \$2,910,000 which will revert at the end of 2028. We have approximately \$4,928,800 for the current improvements on the County Fairgrounds. This funding is tied to the ICIP. The Fairground Improvement Project is always on our Infrastructure Capital Improvement Plan. Every year we request funding from the Legislature. The total amount for the fairground improvement in the ICIP is about \$14 million. This is where we are right now, and what we plan to do is go over the master plan and get some ideas from you today about what we want to work on next.

I want to be very clear that this isn't official. This wasn't at a Fair Board meeting where they approved it on the agenda. This was in conversations I had with Marcie, Debbie, and other folks while we were at the County Fair. For example, some of the concerns the Fair Board had were washing and grooming stations. Those include just additional covered areas the upgraded water and electrical systems, as well as cooling in all the buildings and barns. One of their things, which is a lesser cost, is exhibition furniture. In speaking with the Extension Office, they have a lot of programming out there, and right now they have to transport everything from here over there. They're interested in classrooms, storage, offices, a designated teaching kitchen, and electrical upgrades. Based on conversations we've had, what I've identified as the County's priorities are rural development increased year-round use, and the building to be used more as a community resource, community activities, etc. We also have the multi-purpose building, or new arena, which is one of the main things the architects will be talking about today, as well as overall grounds improvement. The water and sewer systems need some upgrading. We need to work on the parking as well as general electrical upgrades. When we went out there, they had a 10X10 tent set up for grooming the goats. Extension cords are going all the way out there. What we need to think about is what we're using it for at different times of the year. Try to address those needs, both for aesthetics, safety, etc.

Kevin McCall-County Vice Chair: Right now we are working on the \$41,070 for the pre-land development design.

Amanda Lujan - Grants Administrator: We are still working on that with the architects, and the \$41,000 is what we've already paid them for a workup to this point, there are still forthcoming items.

Kevin McCall-County Vice Chair: This map is nothing like what this Commission talked about. I'm a little frustrated. What is our time worth by going out to that facility, this doesn't even resemble anything of the Commission's design.

Amanda Lujan - Grants Administrator: We are here to get your feedback, thank you for sharing that.

Kevin McCall-County Vice Chair: The buildings are different? The positioning is different. This is bad.

Amanda Lujan - Grants Administrator: Based on my understanding, our main focus was where we were going to put the new arena, and then we wanted them to redo the master plan for everything else. The idea behind this was to make everything more accessible, so everything is more centrally located and can be kind of one large activity area.

Ryan Schwebach-County Chairman: This is nowhere close to the conversation we had out there at the fairgrounds a year ago.

Janice Barela-Madam County Manager: When you're looking at the design of this map, what you all discussed when you went out there was 2 and 2A. In looking at that, that does appear to match what the Commission has stated, in having an L-shaped design. That's the multi-purpose building that we're talking about. The rest of it is developing ideas for what else can occur on the property.

Ryan Schwebach-County Chairman: It's going in the wrong direction? It was from the alleyway to the east not to the west, not tearing down any buildings.

Amanda Lujan - Grants Administrator: To clarify, one of the areas where it was changed is that we went from a 22,000-square-foot building to a 70X70-square-foot building because that's all the funding we have.

Ryan Schwebach-County Chairman: How did we arrive at a 70X70 building at \$2 million?

Janice Barela-Madam County Manager: Whenever we initially talked with Studio Southwest, we didn't have the appropriation of the \$2 million. It was scaled back significantly based on the appropriations that the county had at the time. They recently found out that we have the additional money that was given to us. When they were making the design, they were basing it on what could be built with the

funding we had at the time, when they were coming up with the programming and the design phase. I hear your frustration. Her hands were tight because she's also having to do it within a certain budget.

Laurie Anderson - Studio Southwest Architects: Thank you for having us here today. This is a draft. We wanted to be able to present this and have some further discussion about what we come up with, and what we can do moving forward. The reason is that this has not advanced beyond this, we have been waiting for surveys and geotechnical reports. Those just got finished, last week. We waited for approximately two or three months. We didn't have any control over that, I apologize. I understand the disappointment. I'm equally frustrated. Realistically, we had to work with what we had. We've been going for about two or three months based on the information that we got from the Fair Board and talking to you a few months ago. What we would like to do is continue to work on this, and it wouldn't be an extra charge. We still want to complete the schematic design under the \$41,000 already provided. It's a group of Studio Southwest, the Civil Engineer Bohannon Huston, our mechanical, electrical, and plumbing engineers, Maxum Engineering as well as the landscape architects, they haven't had a chance to put their overlay onto this.

Ryan Schwebach-County Chairman: Because we were waiting on?

Laurie Anderson - Studio Southwest Architects: A survey and the geotechnical report. We now know where the utility lines are located. We have a report from Geo-Technical that this area does get flooded. These are things that we would like to address.

Kevin McCall-County Vice Chair: If you have a survey, it says there's a hog barn. There is no hog barn. Is that a proposed building?

Laurie Anderson - Studio Southwest Architects: Item B is the hog barn. In this plan, where we're proposing this arena, would be replacing the open-air hog barn. We heard concerns while we were on the site that the water was working there, and it was also too hot of a condition for the hogs.

Kevin McCall-County Vice Chair: I question the accuracy of your survey. You have a hog barn that's not there. It's non-existent.

Laurie Anderson - Studio Southwest Architects: We can start drawing over this to get closer to what you were expecting.

Ryan Schwebach-County Chairman: I feel the three of us were clear the day we were out there. I don't see any reason why we can't start drawing on this to get something back in a short amount of time. Where did we come up with \$2 million for a 7,200-square-foot building?

Laurie Anderson - Studio Southwest Architects: We spoke to contractors to get the price per square foot for a 70X70 building. I'm going to round up to 5000 square feet at the low end \$350 square feet. That would be about 1.5 million. A lot of contractors are even quoting \$500 a square foot.

Ryan Schwebach-County Chairman: What is the contractor's scope of work for a building like this? What kind of building are we talking about?

Laurie Anderson - Studio Southwest Architects: It's the industry right now, unfortunately. The building is a concrete slab with insulated metal panel walls, overhead doors, a metal frame roof and metal roof, windows, and mechanical electrical and plumbing systems.

Kevin McCall-County Vice Chair: That's my frustration. We all went out there. A quorum was posted. We had a Clerk walking around with us making sure that minutes were taken, and then what I saw was nothing like what was discussed. I'm not blaming you; it sounds like there's a communication breakdown.

Laurie Anderson - Studio Southwest Architects: I do know that we had subsequent meetings from the program that we received from you all, and that influenced the overall program.

Samuel Schropp-County Commissioner: There's no doubt that this would be a great fairground, but we can't do this. I know this is a master plan, a plan you are building towards that, but when this Commission laid out with paint cans and tape measures last year it was affordable for the County. What we're looking at here is way beyond what any of us envisioned or think we can afford.

Ryan Schwebach-County Chairman: In that conversation, we were talking about a lot more money. We were having the conversation in phases, overall plan on what could fit there. I think it was up to 22,000 square feet, this plan does not accommodate any of what we discussed. We were acutely aware that it would be phased because not all that money was available, but we wanted to plan with the concept that would be available to add on in the future in phases.

Samuel Schropp-County Commissioner: GIS recorded marks based on what this Commission had laid out on the ground so that information is available to the architects.

Laurie Anderson - Studio Southwest Architects: As I mentioned, we did receive more information from the Fair Board.

Ryan Schwebach-County Chairman: How much influence has that information had on this plan?

Laurie Anderson - Studio Southwest Architects: We put the majority of what we had heard from both groups.

Kevin McCall-County Vice Chair: I strongly disagree. I don't think the Commission had any influence. This is a pretty nice little fairground, but we have been selling this to Legislators and community members that this is a multi-purpose facility building, for parties, car shows, and reunion parties. This is very segmented, with a future chicken and rabbit barn, and steer barns there. This is nothing in the idea of what this Commission or these Legislators were told this was going to be.

Ryan Schwebach-County Chairman: How do we proceed?

Laurie Anderson - Studio Southwest Architects: We would like to know what your highest priorities are, to best use the funding that you have available. I would recommend it because it does sound like there may be differences between what those priorities are from the Commission and the Fair Board.

Ryan Schwebach-County Chairman: Let me make it clear, the Fair Board has no say so in this at the moment. They have committed to giving us advice to make this decision. I don't want to go down this road anymore, the Fair Board is not the decision-making policy here.

Laurie Anderson - Studio Southwest Architects: That is very useful to know. Thank you.

Ryan Schwebach-County Chairman: I'm sorry you weren't informed of that before.

Samuel Schropp-County Commissioner: My suggestion, would be to go to GIS and get the marks that they recorded on the day of our forum and our meeting out there, and revisit that layout.

Laurie Anderson - Studio Southwest Architects: We would be happy to do that. We want to work with you and provide you with what you are asking for.

Kevin McCall-County Vice Chair: I apologize if it's coming off that we're angry, it's frustrating because we're getting questioned. It has been a slow-moving project. You as a professional tell us, what do we need to do?

Laurie Anderson - Studio Southwest Architects: I do appreciate your feedback. I'm embarrassed that we've missed the mark.

Ryan Schwebach-County Chairman: I apologize, I am extremely frustrated, and I'm not going to blame anyone, but what we need to do is move forward and try to correct this in a very timely fashion. I am hearing that your company is prepared to do that.

Laurie Anderson - Studio Southwest Architects: Yes, we are now that we have the survey and the information that is needed.

Ryan Schwebach-County Chairman: Within that, there was some miscommunication, so let's clear that up. This is a Commission's decision, and the people that influence this will be either the Commission or appointed by the Commission and no other, period. If somebody has influenced this, they can come to the Commission and go through us to put this in.

Samuel Schropp-County Commissioner: I referred to the GIS map, we now have the site plan and the dirt survey. It would be relatively quick to go to a cad and lay that out and then the Clerk's Office will provide the recordings that were made on that day as we were discussing what our intents were.

Ryan Schwebach-County Chairman: I think that's valuable down the road. I think we need to start sketching on this so you can go home with something to give to your engineer.

Samuel Schropp-County Commissioner: When I say the GIS marks, that's the GPS plot of the site, the footprint that we expected on that day. I don't know if stretching out and making our intensity known in this format would be valuable.

Let's start scratching some things. Over at P, D, and E, up in the corner, that's all-future development, other than a gravel parking lot. D1, B1, A1, all future. The restrooms stay. 1A future showing that was never even discussed, that is off the list. The steer barn remains an existing structure. B and C, hot barn, future hot barn those are existing barns and nothing else. Part of this is the discretion of the Fair Board of how they use these buildings for fair. This is just an animal barn. Let's leave 1 and 4 there. Let's go back to 2 and 2A. We have an existing building there. We just redid the kitchen.

Laurie Anderson - Studio Southwest Architects: 2 would read, 2A as an expansion.

Ryan Schwebach-County Chairman: We're not looking at 2A with existing funding.

Laurie Anderson - Studio Southwest Architects: Everything that's shown here is all future expansion.

Ryan Schwebach-County Chairman: I would like its future expansion, to when we get down to funding this. We know what we're funding. The future expansion is simply for future Commissions to figure out what they want to do with this. The purpose of that was the existing building that we could upgrade and maintain. In that building, we put a kitchen. The only talks we had about that existing building were because of the kitchen, to make sure we have pathways to the new building where we can facilitate the kitchen and not have to rebuild a new commercial kitchen. 2 is covering an existing structure. There was a question on that existing structure in whether it should be torn down and removed, or whether it should be incorporated. There are several questions on that, and this is the overhang where the existing shilling is. That structure was in question as to how safe it would be tying into it or using it. That whole structure was in question on whether or not we were going to remove it for the space. We're not talking about the enclosed building; we're talking about the overhang and the hot barn.

1 and 4 will be the East-West design of the L shape. Then if you go over to the west side of 1, right at the corner of what is labeled B, you start coming south. That was the proposed L shape. That's the structure you don't have in there that's covering up what I believe to be a path.

Samuel Schropp-County Commissioner: We left an alleyway between 1 and 4 and B was going to extend to the south.

Ryan Schwebach-County Chairman: 1 and 4 that was the proposed multi-use building. I think we're pushing 15,000 square feet. I envisioned that was what we were going to be shown today. Is that within this building, within the square footage, and costs? We're not talking about an entire building that is fully heated and cooled. We have the dirt parking lot there. This would be the main entrance for non-participants within the fair, the general public. In 4, we have an entryway, possibly a small office. There are some other conversations within what we're going to do and that was a budgetary concern. Possibly housing the Extension services, those were all conversations. We wanted a building that could be expanded or put into office-type space at that entryway, and this parking over on the east side of the fairgrounds would be the main entrance. That would be when it's non-fair time, the Extension service there, this is where you're only going to have 5-10 cars. You have overflow parking for events, and stuff like that. During the fair time, when you come back over here on RVP, P, 6, area, that's where your participants could bring the animals in between B and F. The same place they do now is by the steer barn. That's where they have their entries. That's your control. They can park and set up their campers. In the meantime, there's a controlled separation between the public ask access and the participative access, not mandatory, but an option. It also allowed us to close off the rest of these grounds when only the facility is being used for a dance, which would be up in your 1 and 4 areas, to where we don't have to worry as much about security and vandalism on our existing buildings. That was a conversation.

Kevin McCall-County Vice Chair: The one thing that I think you missed is very accurate in his discussion, and I appreciate that. By 4, if you look east, there was talk about additional funding for the Extension Office to be put on the front of that building for our County Extension to be housed. As you drive in that gate you're greeted by the County Extension Office. The ceiling is lower. It's built-out cubicles or whatever they need and behind, to the west starts the multi-use building. The ceiling goes up, and at that point, we're talking insulated concrete building. The L shape comes in because I'm hesitant to tear down any buildings that are out there. Let's try to work around what is there. Draining water could be a problem, but I think it can be done.

Ryan Schwebach-County Chairman: The east side of 2 is probably the most dysfunctional and unsafe building there. They're very functional, now. They serve a purpose, but we're talking about replacing their purpose now. What is the best use for that space? We're talking about taking part of the building off and relocating the wash rack which is an issue. We are not necessarily talking about a

fully insulated building. It could go either way, that went back to the budget, went back to how much money was available, but that was the overall design. Regardless of what we did with all of these concepts in this building, this one building is the main focus for the majority of the money. It's all expandable. The question is, how much is seated in the type of heating cooling system in different areas because of the proposed functions? The other concept was where the doors were going to be, how many doors? Because that does add a ventilation. One of the talks was, how many animals are going to want to be housed in here? Well, if you're only housing animals during fair time, what are you doing with the building for the rest of the time? Those were all budgetary concerns, and we couldn't get to those details until we had a concept of what this was going to cost. No offense to any contractor, but I'm not buying the \$500 square foot price.

Laurie Anderson - Studio Southwest Architects: On the Extension Office, I heard that they would be where the number 4 is, that would be the entrance.

Ryan Schwebach-County Chairman: East of the 4, east of an in-addition. Not necessarily in this time frame, but the building design could potentially accommodate it. All I want is a box marked off, saying it has the potential to be added to it, and I want a building that can be added to it. Do you have enough direction to move forward in two weeks for the next Commission meeting?

Laurie Anderson - Studio Southwest Architects: I believe so. I would like to provide a sketch sooner than two weeks, making sure that I have understood what you say today, and I will have that by the end of this week.

12. APPROVAL

A. CLERK: Discussion and possible action regarding Liquor License Application submitted by Ray's One Stop, LLC located at 8572 NM 55, Tajique, New Mexico 87016; Administrative Meeting Agenda AUGUST 14, 2024 Torrance County Page 2 Alcoholic Beverage Control Division requires a public hearing to be held for the approval or disapproval of the Liquor License Application. **Public Hearing**

Action Taken:

Kevin McCall-County Vice Chair: Motion to move into Public Hearing.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

11:45 AM

Michael I. Garcia-County Attorney: Swore in Linda Jaramillo, Erika Ayon

Linda Jaramillo-County Clerk: The New Mexico Regulation and Licensing Department sent a letter to me on June 20, 2024, informing me of a transfer dispenser-type liquor application for Ray's One Stop in New Mexico. The owner of Ray's One Stop is Mr. Alessandro Ayon and the applicant for the transfer of ownership of the dispenser liquor license number 10192. I assume that this was sent to me because it is the Clerk's Office that issues Business Licenses to the two establishments that dispense liquor. That would be Ray's One Stop in Tajique and the VFW and McIntosh. This is the first time in my 25 years as County Clerk that I have been asked to coordinate a public hearing for the transfer of a liquor license.

I was on vacation when the letter came in, and Sylvia Chavez, Chief Deputy Clerk did what an excellent deputy does, and she took the initiative and started the process that the letter instructed us to do. The Director of the Alcohol Beverage Control Division, Mr. Philip A Sanchez, reviewed the application and granted preliminary approval. The application was forwarded to me for the local option district approval or disapproval. That would be the Commission with instructions given, which included a public hearing to be held by the governing body. Our County Commission. Notice of the public hearing was to be published twice during the 30 days before the hearing in our local paper, which we did before this hearing. In addition to these publications, a notice was published on our website as required. There was a conflict between the requirement of publication of the 30-day notice and the 45-day notice hearing requirement due to the publication date with the Independent. There was an option given to request from the ABC Alcohol Beverage Control Division, an extension of time past 40 days, and it was given by the Director, Mr. Philip A Sanchez, all requirements were met. I have all the documents. A certified letter was sent to Mr. Alessandro Ayon informing him of the meeting. We called him yesterday, and he said he would come. He could be in the meeting via Zoom, and he is. I didn't know if it was a requirement that he'd be in attendance. I consulted with our Attorney, Michael Garcia, and his colleague,

Mr. Kidd, on procedures, and they assured me that all was in order. The transfer of the dispenser license and the liquor application is in your packet. A public hearing will be conducted, which will allow the public to be in favor of the transfer of the ownership of the dispenser license or against it, then it is the Commission who will approve or disapprove the application, according to what was said. There's a place on the application where Chairman Schwebach, will sign and then we will send that back to the ABC, and then the owners of Ray's One Stop and can continue as usual.

Erika Ayon – Ray's One Stop owner: Normally, the liquor license doesn't go through the Commissioner's Office unless it's a new application. This is an already established license, we want to make sure that we will continue to operate as we have been for the past few years. It is only a family transfer, but it's the same process that we've been having to go through as a regular transfer. It's being changed to a different owner in the family.

Michael I. Garcia-County Attorney: Do you have anybody else that you would like to call to testify on your behalf?

Erika Ayon – Ray's One Stop owner: No.

Michael I. Garcia-County Attorney: If there's anybody either in the audience or on Zoom that would like to testify in opposition to the transfer, that would be the time to be heard. No response.

Linda Jaramillo-County Clerk: I want to say that Ray's One-Stops has been established for a very long time, probably 50 years. Very reputable business. I agree that they should continue.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve Liquor License Application submitted by Ray's One Stop, LLC.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

Ryan Schwebach-County Chairman: Motion to Move into Regular Session.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

12:06 AM

B. DISPATCH/MANAGER: Request approval to increase 911
Operator/Communications Specialist salary for uncertified from \$17.00/hour
to \$19.00/hour and certified from \$19.00/hour to \$21.00/hour.

Janice Barela-Madam County Manager: I've been working in conjunction with
911 Communications Director, Selena Carroll. This is something that's been on the
forefront as we have lost dispatchers and are now at a critical state that we need to
get these positions filled, and hopefully retain some of those who are starting to
look for other positions that pay higher. This is something that their budget can
maintain and take care of. It's not that it would not be asking for any additional
funds to be transferred into their budget to accomplish the salary increase. We did
not do this as part of a regular budget cycle because we didn't foresee there being a
significant loss of employees due to salaries, as others around us have been
increasing their salaries, which are high-stress positions and they do start looking
at it and saying, "Is this how much I'm getting paid." To do this, I could get paid
more someplace else and wouldn't have as much stress. Selena has turned things
around. As far as building the morale out there. They have a good team. There's a
good atmosphere. I believe this is the next step to give her the tools to be able to
fill these positions.

Selena Carroll-County 911 Communications Director: I completely agree with
everything that you're saying. I'm hoping, if you agree to this, that this will fix the
problem because it's a really big problem. We're below critical stuff at this point.
Everyone is doing multiple jobs. Everyone is exhausted. I'm hoping that you agree.

Samuel Schropp-County Commissioner: I've had an opportunity to spend some
time out in McIntosh at our Fire Department and our Dispatch is teetering. They
need the support of this Commission to pull them back from the brink. I think this
is the first step.

Kevin McCall-County Vice Chair: Explain to me a little more about your budget and overtime.

Ryan Schwebach-County Chairman: What is the overall fiscal impact of the county versus the budget we have?

Selena Carroll-County 911 Communications Director: It depends on how many people I can get to work. Right now, everyone's working overtime every single week,

Janice Barela-Madam County Manager: In your packet is a salary showing the total budget increase if this is approved, and this is assuming that every position is filled. It would be \$58,409; they do rollover balances every fiscal year. This is something that is within their budget. This is something that we won't have to transfer additional money in to take care of it, even with overtime. We're hoping it will reduce overtime.

Ryan Schwebach-County Chairman: Is that because we've had so much rollover? However, next year, if you get them we are looking at a \$60,000 increase.

Janice Barela-Madam County Manager: The Commissioners did a great job two budget cycles ago trying to raise the starting salary for Dispatchers. That was a good start. At that time, there was a discussion, I think it had gone to \$4 an hour at that point, and now we're asking for an additional two. One of the questions that I asked Selena was when the Commission previously approved an increase in salaries for starting pay, there was an issue with those that were in higher levels also not receiving pay increases. My question is, is this going to cause a problem like it did the last time this Commission followed a member's will, my response that I have is there's still a big enough gap there. We have one or two of our Dispatchers who are currently at a salary of \$19 an hour.

Selena Carroll-County 911 Communications Director: There's only one Dispatcher, which is Adrian, who would be at that \$21 an hour, I've already asked her, and she's completely fine with it.

Janice Barela-Madam County Manager: There won't be other issues within the department because of this increase as there have been in the past. I wanted to

make sure to go on record that this was a discussion that was had, and this appears to be a good attempt to try to remedy this problem. We have a severe vacancy rate. **Samuel Schropp-County Commissioner:** The Chief loaned me a radio so that I could listen to the calls and see how much traffic was going through Dispatch. They're busy people. They're not just there slacking. This is a high-volume, high-stress job.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve the increase 911 Operator/Communications Specialist salary for uncertified from \$17.00/hour to \$19.00/hour and certified from \$19.00/hour to \$21.00/hour.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

B. DISPATCH/FIRE/EMS: Request approval for title change from Administrative Assistant to Administrative Assistant II to include salary increase from \$17.75 to \$19.75, commensurate with current duties and additional duties assisting the Torrance County Dispatch Center.

Janice Barela-Madam County Manager: Whenever Selena took over as the 911 Director, I asked her to evaluate her department. With all the extra responsibilities that she has, she is currently taking care of all the budget issues, procurement, requisition requests, and accounts payable, there are times when she is on the floor dispatching. This is one area that we can free up and provide additional assistance as far as the paperwork with your budget and purchases. Making sure accounts payable, and everything is taken care of. Whenever I was looking at this, the two positions that we have administratively are the Administrative Assistant, which we have in the Fire Department, Planning and Zoning and Clerks Office. Then we have an Executive Assistant in the Manager's Office and one in the Road Department. I thought with a position like this, we could maybe create another step in our Administrative Assistant area and put in an Administrative Assistant II because this individual would be taking care of two separate departments and assisting administratively in that way. Currently, the Administrative Assistant is at \$17.75 an hour, and the Executive Assistant is at \$21.25. I thought the good range

would be to start this position at \$19.75. The individual who currently holds this position is agreeable to take on these additional responsibilities. She already works well with Dispatch, and this would just provide additional assistance. In speaking with the Fire Chief and Deputy Fire Chief Sanchez she does have the capacity to be able to take on this additional responsibility.

Samuel Schropp-County Commissioner: We talked last week about lagging in collections on ambulance calls through the federal government, those payments that come to us. This position also administers that paperwork and those claims.

Jim Winham - County Fire Chief: Not so much, that lagging is because we have open calls back from April that our EMS reports are not being filled out in time.

Samuel Schropp-County Commissioner: This Administrative Assistant is the person who assists in us collecting those monies.

Jim Winham - County Fire Chief: She does some of that, but that's not the problem that we're facing.

Hanna Sanchez-Deputy Fire Chief: She does not assist with pushing forward the billing and image trend that's on the Lieutenants and me. We have open charts that haven't been completed, that's why we're lagging.

Ryan Schwebach-County Chairman: This is an existing position under the Fire Department and they're going to facilitate Dispatch also?

Hanna Sanchez-Deputy Fire Chief: Yes, She would assist in bills, purchases, orders, ordering, and any other additional duties that would fall under the clerical staff.

Ryan Schwebach-County Chairman: Existing position with more responsibilities. This follows through two departments, whereas previously one.

Kevin McCall-County Vice Chair: What is the current position of this one that we want to move to the current position?

Hanna Sanchez-Deputy Fire Chief: She's the current Administrative Assistant to the Fire Department. She does all the ordering, purchase order requests, bills, and all of that for the Fire Department. She's so efficient that by the end of the week, she's waiting on Purchase Order processes. Once it's there, she slows down. If she

can assist Ms. Carroll in other duties with dispatch, I think that would manage her time and get more things done across both departments.

Ryan Schwebach-County Chairman: Is this because we have an efficient employee or because that's just what the job demands?

Hanna Sanchez-Deputy Fire Chief: I believe it's because she's efficient. What happens if she chooses to leave?

Hanna Sanchez-Deputy Fire Chief: Ms. Carroll and I will be taking those duties on again.

Ryan Schwebach-County Chairman: I'm not opposed to it. I'm just trying to think things through.

Janice Barela-Madam County Manager: In your packet, you will see that there's a breakdown of what the total impact to the budget would be if, in a fiscal year, it would be \$5,221 and that's coming out of the budget proposed. The discussion I had with Misty our Finance Director, is that there would need to be a line-item transfer, from one fund to the other. This amounts to go into the Fire Fund, where she gets paid.

Ryan Schwebach-County Chairman: How did we derive this salary versus what she's currently being paid?

Janice Barela-Madam County Manager: It was a step between the Administrative Assistant and Executive Assistant. I picked a middle-of-the-road type salary between the two current salaries. We don't currently have an Administrative Assistant II. In any of our positions in the County, we're not proposing adding this to any other departments. I've been informed that the Clerk's Office has an Admin II. The Deputy County Manager said she is looking at our salaries to see what the titles are. I thought it was clerks one, two, and three, not Admin.

Ryan Schwebach-County Chairman: I agree with utilizing resources and compensating accordingly. It seems like every time we do it in a matter of two months, we have another department screaming at us. I want to prevent that this time.

Janice Barela-Madam County Manager: If this Commission does decide that you want to wait till the next budget cycle, that's fine. We would need to find ways to help Dispatch with some of these additional duties.

Kevin McCall-County Vice Chair: Is this because you are short-staffed in Dispatch?

Selena Carroll-County 911 Communications Director: Yes, I have too much to do, and I can't keep up.

Ryan Schwebach-County Chairman: If you get fully staffed, it may not be needed.

Selena Carroll-County 911 Communications Director: It's been years. We've only lost more. At this point, I've been doing all these jobs since February, and I can't keep going at this rate.

Ryan Schwebach-County Chairman: I can't argue that, and that's why I'm saying is it a permanent position or temporary? We just funded you more in Dispatch, in hopes of filling those positions. We start filling those. We may find that this position is more needed over at EMS. I'm not opposed to them; I don't know how it should be structured.

Samuel Schropp-County Commissioner: You just said that if the Department grows, there may be a need for that position there. Administrator II would have a greater workload if the Fire Department grows. This would be commensurate with that increase in workload on that side.

Ryan Schwebach-County Chairman: In light of the situation we're in today, we do an annual position change, then restructure the next budget cycle for a more permanent one, which would involve restructuring both departments in this position. That's my proposal.

Samuel Schropp-County Commissioner: We ran into all these slightly different positions two years ago, and we decided we weren't going to do that anymore. A little bit of definition and direction on how long it will last and what's expected.

Selena Carroll-County 911 Communications Director: Until the next fiscal year?

Ryan Schwebach-County Chairman: No, do it now and if it works, we define it more next year. You have to understand it too. I understand the frustrations, but this kind of thing causes major problems down the road that are not thought out properly, and that's why I'm vetting it. What happens when Hannah gets overwhelmed, and that time is going over to dispatch, and you don't have that position that you're funding in your department, or vice versa? You see, where's the potential problem? I mean, right now it works. Six months down the road, it may not. Then you are getting called because you're not keeping up. That's what I'm trying to avoid. I'm proposing to send it through the year. Approve it as presented. I analyze it very closely because you may discover more things that a position that is not a dispatcher can do, in which case we change your department and add a different position and the same within the Fire Department. Think about it, we're in a stressful situation. You are overwhelmed. Whenever we decide in a stressful situation, we don't see all the possible outcomes. That's why I want it to be designed in a way that can be changed. I'm not denying any of it, I'm saying think it through.

Michael I. Garcia-County Attorney: Do you want to create a position, and have it just last for a year?

Ryan Schwebach-County Chairman: The argument that has been brought to us is that we're adding more duties to this position that is working well because we have a good employee who can do more work, but more stuff upon this employee requires more pay. Don't have a problem with that. The question is, can we do it as a temporary justification? What happens if we discover maybe Dispatch needs a full-time? A full-time position at a lower pay than a dispatcher to cover someone. These are unknowns.

Michael I. Garcia-County Attorney: I think we can for the short term. I'm just trying to think of how to state it so one year down the road. We want some form of documentation that shows that it's temporary and ends in one year.

Ryan Schwebach-County Chairman: If we move forward with the one, this employee is accepting the responsibilities with that, but this employee is not arguing the existing responsibilities with the existing pay. Where the problem comes in whether it's temporary or not. The majority of this is coming out of the EMT budget. If it's not defined more of what budget it is coming out of, she goes back it doesn't do anything for dispatch with a higher pay.

Samuel Schropp-County Commissioner: Can't we place a caveat that the position will be re-evaluated based on workload, at the next budget cycle?

Michael I. Garcia-County Attorney: I think we can, I'm trying to think of how to document it because, I'm remembering problems where things have changed and payroll, and people didn't know why they got changed, or how they got changed. Maybe we could put it in the job description, an HR function where the job description expires on, say, August 13, 2025?

Ryan Schwebach-County Chairman: Unless the Commission makes it permanent. Too often we've done this, and it's a very common-sense solution, which I appreciate. The government has no common sense when you get to the details, and that's what I'm trying to prevent.

Janice Barela-Madam County Manager: I also make the recommendation that this be tabled today to allow us to get more information on exactly how we can do this without having the intended consequences. As far as dealing with an individual's property rights in her position, and then speaking with Deputy County Manager Sedillo, she's willing to take this up in the next Commission, meeting with you as well.

Ryan Schwebach-County Chairman: I would feel more comfortable doing this where we do it right because of what I'm hearing.

Samuel Schropp-County Commissioner: What we want to avoid is at the beginning of my term, we had an Administrative Assistant. We've had different people doing the same things, and it turned into a mess, and we were trying to straighten it out so that everybody knew what the pay grade was. We need to get this parsed out and the wording correct.

Kevin McCall-County Vice Chair: It's frustrating to me. We're in August, we just did July budgets, and here we are. In the prior motion, we did something, hopefully, to help. I'm not denying that, just like everybody else, you're overworked, but I too am concerned about creating something that has unintended consequences today, because we see a need.

Jim Winham - County Fire Chief: I'd like to address your last comment. The Fire Department did submit that for the budget for this year. We chose, collectively, to not pursue that with the budget as it went forward. I understand your frustrations about that and rightfully so.

Janice Barela-Madam County Manager: Also, the reason that you see both of these on the agenda today is that we didn't take for granted that this Commission would pass the first one. So if you would not have approved the previous one, this was on here to provide Selena with some relief, if anything, to take care of helping in any way possible. I appreciate the fact that you all approved the previous one, but please understand that the intent was not to overwhelm you with these requests. The intent was to try to provide solutions for a department that's currently floundering but under great management, and doing the best job she possibly can along with her supervisor. That's the only reason that you see both of these on here today at the same time.

Selena Carroll-County 911 Communications Director: With the amount of work that I'm trying to do it is almost impossible for me to train any new people. Right now, I have a new girl who's been there for two months, and she's not even close to getting the training that she needs to be a dispatcher or even go to the academy. I have another person who's going to start on Sunday. I have to start from ground zero. I can't make these Dispatchers into decent Dispatchers if I can't train them.

Ryan Schwebach-County Chairman: Have we looked at temporary services to facilitate? Is that a possibility? I understand this is clerical work, not necessarily a trained Dispatcher, correct?

Janice Barela-Madam County Manager: We haven't looked at temporary work. We do have Float Clerks, but they're usually not trained in as great a detail as what we have with the requisitions, they would have to have certain access within systems. We have not done that in the past, we can look at that as an option too, to see if we do have anybody, but we are looking at that point at paying the benefits.

Ryan Schwebach-County Chairman: I'm seeing six vacant positions in dispatch, and when I keep hearing over and over about the dispatch positions because of the stress involved, and the training, not everybody is cut out for that. Increasing pay to attract those individuals who can't handle it. This particular position can take a load off, not just you, but other Dispatchers. I'm not talking about a part-time position, I'm talking more of a full-time position clerical that does not deal with dispatching directly, that deals with alleviating your load, and other Dispatchers on the clear is that a possibility?

Selena Carroll-County 911 Communications Director: It is a possibility. Wouldn't it be financially better to just pay an extra \$2 to an existing person?

Ryan Schwebach-County Chairman: For just a day or two a week? I don't know. I'm allowing you to expand that concept, to think outside of the box, because this is a conversation we are having. The only conversation we have had is about more Dispatchers and more pay, and we have not fixed that problem. What else can we look at? This is the first time it's come to my attention that other needs do not require a Dispatcher within that department, has that been fully vetted?

Janice Barela-Madam County Manager: No, it hasn't. If this is deferred to the next meeting, the plan can be put in place as well as vetting that now as part of the initial options that are available, and what each one of those looks like financially. As far as the impact on the budget.

Kevin McCall-County Vice Chair: I understand, but I also saw the Under Sheriff today who put in 100-plus hours and she's exhausted. If she was in here, she'd be saying, I need some relief. We got to buckle down, give us a few weeks, and let us figure it out.

Samuel Schropp-County Commissioner: That is the least empathetic statement I've ever heard from around here. Just bear with it, continue to sacrifice your health and your family life for the cause. What a load of crap.

Ryan Schwebach-County Chairman: I'm sorry about this. I am empathetic. The reality is we are in a position where we have to make sound decisions instead of band-aids.

Samuel Schropp-County Commissioner: I said before, and as your County Attorney says, we can work out this band-aid so it can be torn off in the future.

Ryan Schwebach-County Chairman: That's not what I just heard.

Samuel Schropp-County Commissioner: That was the conversation we had a few minutes ago with the County Attorney, there is a way to set this up with a time limit, as you were speaking earlier, for a reevaluation in the next budget cycle.

Michael I. Garcia-County Attorney: I think that we can do it. I've never tried to do it before like this, and I'm not sure what the proper paperwork is to do it. I don't think there's anything illegal about it, so it's just a question, of making sure that, you document it in some way so that in one year, people remember what we did today. Speaking of band-aids, my suggestion was maybe to put it into the job

description that, this arrangement ends after a year. I'm not saying it's an elegant solution, but it's a solution.

Action Taken:

Kevin McCall-County Vice Chair: Motion to defer to the next meeting.

Ryan Schwebach-County Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - No: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:

MOTION CARRIED

D. DISPATCH: Requesting approval to pay Personnel Evaluation Inc. invoice # 51955 dated 6/30/2024 in the amount of \$50.00 for services performed in the prior fiscal year.

Selena Carroll-County 911 Dispatch Director: This is for two of the PDP tests that I give to new applicants, \$25 each. They were given in June and were closed.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve payment to Personnel Evaluation Inc. invoice # 51955 dated 6/30/2024 in the amount of \$50.00 for services performed in the prior fiscal year.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

E. FIRE/EMS/DISPATCH: Request approval to utilize Tablet Command services for the Fire Department to include mobile software that increases awareness, incident response, and incident management and improves firefighter accountability; agreement is yearly for \$2,995.00 for three end users.

Deferred

F. DWI: Request approval to submit an application proposal for 2025 Community DWI (CDWI) Funding in the amount of \$75.00; funds will be used on public information activities. (Grant Committee approved)

Deanna Lopez-County DWI Program Coordinator: The Community CDWI awarded the Torrance County DWI program, \$75. Granted us an extension to get the application submitted, and I'm here to seek approval for the application and propose to spend the money on activities aimed at driving.

Action Taken:

Ryan Schwebach-County Chairman: Motion the approval to submit an application proposal for 2025 Community DWI (CDWI) Funding in the amount of \$75.00; funds will be used on public information activities.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

G. DWI: Request approval to submit a special application for additional Local DWI Grant (LDWI) funds.

Deanna Lopez-County DWI Program Coordinator: Every year you can submit a special application for additional funding from the Local DWI. I'm here to request for this application to be approved for additional funding for FY25 for enforcement, treatment, and prevention.

Action Taken:

Ryan Schwebach-County Chairman: Motion the approval to submit a special application for additional Local DWI Grant (LDWI) funds.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

H. DWI: Request approval of Memorandum of Understanding (MOU) between the 7th Judicial District Magistrate Court and Torrance County DWI Prevention Coordinator for the Torrance County DWI Court Program to establish the expectations of the parties working with the Court's Torrance County DWI Court Program.

Deanna Lopez-County DWI Program Coordinator: This MOU is for the DWI Prevention Coordinator, which is for me to fulfill the role of a Support Officer on the multidisciplinary team for the Torrance County DWI Court Program. On page five of the packet. The Support Officers further the accountability of participants by monitoring compliance with the orders of the court and program expectations in a supportive instructor, structured way. They use a skills-based and motivational approach following the core correctional practices and motivational interviewing models. They may be responsible for conducting intakes and administering risk-need tools, performing drug and alcohol testing, conducting home or appointment contacts, and monitoring curfew or travel restrictions. The caseload will not exceed 30 participants, and part of that was the Ohio Risk Assessment System. I will get certified. There are also certifications I have to get. This is to approve this MOU to continue our role in the DWI court.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve the Memorandum of Understanding (MOU) between the 7th Judicial District Magistrate Court and Torrance County DWI Prevention Coordinator for the Torrance County DWI Court Program to establish the expectations of the parties working with the Court's Torrance County DWI Court Program.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

- I. DWI:** Request approval of Memorandum of Understanding (MOU) between the 7th Judicial District Magistrate Court and Torrance County DWI Prevention Program to establish the expectations of the parties working with the Court's Torrance County DWI Court Program.

Deanna Lopez-County DWI Program Coordinator: The previous MOU is for me as the program coordinator. This MOU is for the actual Torrance County DWI Prevention Program, and it just talks about our expectations, on pages two to three. The Torrance County DWI Prevention Program expects to, 1. Designate a staff member who shall be present at all treatment court sessions to report on participants, progress, compliance, etc., and ensure the assigned individuals are assigned a team member MOU. 2. Assign a full or part-time Torrance County, Mr. Wiener Compliance Officer to the Torrance County DWI Court Program for a minimum of two years when feasible, to ensure stability and continuity of day-to-day operations and to strengthen collaborative relationships between the key professionals. 3. If funding is available to assign staff and alternates to be designated to the treatment court based personal interest, to the treatment court, interpersonal skills, and motivation and professional abilities within their job description. 4. Encourage assigned team members to engage in onboarding ongoing cross-training and interdisciplinary education. 5. Support the quality engagement initiatives such as the certification and peer review that measure and promote alignment with the standards.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve the Memorandum of Understanding (MOU) between the 7th Judicial District Magistrate Court and Torrance County DWI Prevention Program to establish the expectations of the parties working with the Court's Torrance County DWI Court Program.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

J. DWI: Request approval to pay Waves Behavioral Health invoice # 0000037 dated 5/15/2024 in the amount of \$1,440 and invoice # 0000038 dated 6/1/2024 in the amount of \$1,440 for services provided in the prior fiscal year.

Deanna Lopez-County DWI Program Coordinator: During the transition from one administration to another in the DWI program, two POs were created in fiscal

year 24. On May 15, I received invoices number 37 and 38 and assumed the payments had been sent to Waves. On July 18, I received an email from Wave stating they hadn't received the payments for invoices 37 and 38. I contacted the Finance Department to find out that one of the POs for Waves was closed on May 4, which is why the payments were not made. I'm here to request approval to pay those invoices.

Action Taken:

Kevin McCall-County Vice Chair: Motion to approve payment to Waves Behavioral Health invoice # 0000037 dated 5/15/2024 in the amount of \$1,440 and invoice # 0000038 dated 6/1/2024 in the amount of \$1,440 for services provided in the prior fiscal year.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

K. DWI: Request approval to pay Staples invoice # 7001321285 dated 7/10/2024 in the amount of \$51.29 for a purchase made in the prior fiscal year.

Deanna Lopez-County DWI Program Coordinator: This invoice is from Staples. I did not receive the invoice until after the end of the fiscal year 24. I received the invoice on July 18, which is why I'm requesting approval.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve the payment to Staples invoice # 7001321285 dated 7/10/2024 in the amount of 51.29 for a purchase made in the prior fiscal year.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

L. DWI: Request approval of the Torrance County DWI Planning Council By-Laws.

Deanna Lopez-County DWI Program Coordinator: I request approval from Torrance County DWI Planning Council to file with the Department of Finance Administration. The state of New Mexico requires that every DWI program and state review and update its DWI Planning Council bylaws every year. These bylaws were already reviewed and approved by the DWI Planning Council on July 31. I'm here to request your approval on them.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve the Torrance County DWI Planning Council By-Laws.

Samuel Schropp-County Commissioner: Seconds the motion.

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

M. DWI: Request approval of Voting Members of the DWI Planning Council.

Deanna Lopez-County DWI Program Coordinator: With the by-laws that were just passed. The DWI Council should consist of five to 11 members appointed by the Torrance County Commission. At the DWI Planning Council meeting on July 31, seven members were nominated and approved to replace members who have either left their positions or have not attended three consecutive council meetings without notifying the council chair, or DWI Coordinator. Unfortunately, one of the members that were nominated, Jason May is no longer able to fill that role. His workload has increased, and he won't be able to serve on the Council. I'm requesting approval for six members. Current Council member, Gail Falconer, Member at Large, will be replaced by Matthew Reyes. Current Council member Terry Morgan Moriarty at large, member would be replaced by Cheryl Parker. Current council member Cheryl Allen Torrance County, Sheriff's Office, well she was previously with them, will be replaced by Sergeant Jordan Duran, current council member, Don Apodaca, who was the previous Mountainair Public Schools

Superintendent, will be replaced by the new Mountainair Superintendent, Dr Pedro Vallejo, current vice chair, Melissa Nandino with Take Action Counseling has resigned from the Council, and we are nominating a new member, Todd Brogowski, Editor in Chief of the Mountainair Dispatch, Mateo Matt Page, Senior Trial Attorney, with the District Attorney's Office. We have the new six members, plus the current four. They are an authority in the DWI program, updates, and guidance.

Action Taken:

Kevin McCall-County Vice Chair: Motion to approve Voting Members of the DWI Planning Council.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

N. GRANTS: Request approval of Operating and Use Agreement between Torrance County and Presbyterian Medical Services for operations of Estancia, Mountainair, and Moriarty Senior Centers for July 2024 through June 30, 2029. (Deferred from 6/26/2024 meeting)

*Heard in between public comments

O. GRANTS: Request approval of Road Project Agreement between Torrance County and United States Department of Agriculture (USDA), Forest Service, Cibola National Forest & National Grasslands for surface blading and related ditch maintenance of National Forest Service Road 321 and 55, five times a year for a total of \$1,120.00 and granting County Manager signatory authority.

Amanda Lujan - Grants Administrator: This is an agreement that we've had with USDA and the Forest Service Since 2021 and every year it comes back for renewal of the agreement.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve the Road Project Agreement between Torrance County and United States Department of Agriculture (USDA), Forest Service, Cibola National Forest & National Grasslands for surface blading and related ditch maintenance of National Forest Service Road 321 and 55, five times a year for a total of \$1,120.00 and granting County Manager signatory authority.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

P. GRANTS: Request approval of Subgrantee Agreement 23-JAG-TCSO-SFY25 and assurances with the NM Department of Public Safety for the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Award for a total of \$12,874.00.

Amanda Lujan - Grants Administrator: This is approval of the Justice Assistance Grant. It's a federal pass-through grant that we get from the Department of Public Safety. It's for \$12,874 and it pays for overtime related to various specific outcomes that the Sheriff's Office has identified. Over time with increased policing observations, as well as some community outreach and community policing,

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve the Subgrantee Agreement 23-JAG-TCSO-SFY25 and assurances with the NM Department of Public Safety for the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Award for a total of \$12,874.00.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

Q. FINANCE: Request approval of Work and Financial Plan between Torrance County and the United States Department of Agriculture (USDA), Animals and Plant Health Inspection Service Wildlife Services (APHIS-WS) as approved in the FY25 Interim and Final Budgets and granting County Manager signatory authority.

Janice Barela-Madam County Manager: This is a follow-up to another agreement that you signed at the last Commission meeting. It is still for the same budget that you approved to give to USDA. This is another part that's talking about the work and financial plan for that money that you have approved. It's putting everything in writing, letting you know exactly where the money is going, and more transparency. We appreciate their efforts in doing this. We're asking for approval of this plan.

Action Taken:

Kevin McCall-County Vice Chair: Motion to approve the Work and Financial Plan between Torrance County and the United States Department of Agriculture (USDA), Animals and Plant Health Inspection Service Wildlife Services (APHIS-WS) as approved in the FY25 Interim and Final Budgets and granting County Manager signatory authority.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – No: Kevin McCall – County Vice Chairman: - Yes:

MOTION CARRIED

R. ANIMAL SERVICES: Request approval to pay AmerisourceBergen MWI Animal Health invoice # 54426499 dated 5/15/2024 in the amount of 181.80 from the prior fiscal year.

Danette Langdon-Animal Shelter Director: A delivery of an order was not reported properly. I notified the company that we did not receive it. They sent out a replacement order. The replacement order was received and paid for, but the original one did not get paid. There was a lot of confusion on the company's part and our part. The invoice disappeared on their end, and then they finally relocated it and figured things out.

Action Taken:

Kevin McCall-County Vice Chair: Motion to approve payment to AmerisourceBergen MWI Animal Health invoice # 54426499 dated 5/15/2024 in the amount of 181.80 from the prior fiscal year.

Samuel Schropp-County Commissioner: Seconds the motion.

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

S. EMERGENCY MANAGEMENT: Request approval of Purchase Order to Claunch-Pinto SWCD in the amount of \$19,500 for Community Wildfire Protection Plan, as outlined in Resolution 2023-12 and Memorandum of Understanding with Claunch Pinto SWCD dated 6/28/2023.

Samantha O'Dell-County Emergency Manager: When we received our grant for the Community Wildfire Protection Plan update, we did not have a line-item number to create a PO. I was advised by the Finance Director at that time that because it was a reimbursement with a grant, we didn't need to request the PO in advance. We have almost completed the plan. The draft plan is up for community input and will be completed in the next few weeks. To comply with the grant requirements, we needed to submit all of our payment reports by June 30. The reason that this is to Claunch Pinto is we did have an MOU with Claunch Pinto to create the plan. They were contracted then with the SWCA Environmental. We've worked with both of them throughout the entire plan. We do have a resolution that the Commission approved, and they also approved the MOU, When we received the invoice from Claunch Pinto, there were some issues because it was not following the finance policies because it had not been approved before starting the plan, which is why we're coming to you with this. Due to the grant time constraints, we had a tentative approval of this so that we could report everything to New Mexico Counties for a grant to meet the requirements. We did receive the reimbursement for this payment today.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve Purchase Order to Claunch-Pinto SWCD in the amount of \$19,500 for Community Wildfire

Protection Plan, as outlined in Resolution 2023-12 and Memorandum of Understanding with Claunch Pinto SWCD dated 6/28/2023.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

13. DISCUSSION

A. COMMISSION: Update/Informal introduction about the Cannabis Control Division, New Mexico Regulation & Licensing Department regarding plans to work on a coordinated strategy of enforcement. (Eden Sayers, Esq.)

* Heard after agenda item 11

B. GRANTS: Discussion regarding the status of the County Fairgrounds Improvement project.

* Heard after agenda item 11

C. MANAGER’S REPORT:

Janice Barela-Madam County Manager: Something very important to me is how to work with the Department Heads and the Elected Officials that keep this County running. I'd like to quickly say something about each one of them. Selena Carroll, I appreciate the great strides that she made since she took on her position, she has been amazing to go above and beyond in every single way that she could think of recruiting. She is tireless at trying to find new ways to get people to apply for positions, and I appreciate the work that she's done. Danette, I appreciate that I get to tell her to her face, I told her, I hope she doesn't think that I don't care about Animal Services. She does just a phenomenal job as Director. I'm proud of you for

the work that you've done out there, the services that you provide to our community are so important, and you continue to find ways to get food out to people and the animals, and that's incredible. I wish you the best as you continue your services for the County.

County Assessor, Jesse Lucero, I worked with him for many years back when I was working in the Treasurer's Office. We've always had a good working relationship, and I appreciate him for that. Chief Deputy Assessor, Linda Gallegos, the same, and I know that she'll continue working things in that office for as long as she's able to. County Clerk and Commissioner-Elect many years of service with you when I was in the Treasurer's Office when you were the Clerk and Deputy Clerk, and then now coming back as the Clerk again. Thank you for being willing to come back and for putting in the hat to be the Commissioner. I'm sad that I won't be able to work with you as you come in, but I wish you the very best in all that you do. It's been an honor and privilege to work with you all these years. Thank you, Election Workers. They're not here, and they're not considered part of our staff, but they are rock stars. I appreciate all of them. I learned so much during the primary election audit that I conducted about how important those roles are, we have some amazing ladies and gentlemen who work, and I just hope you'll pass that on to them, that I appreciate everything that they do for every election that we have. Chief Deputy Clerk and County Clerk Elect, Sylvia Chavez, she and I were in the trenches together when we were going through that primary election audit and also dealing with all the issues we had in the Clerk's Office previously. She was another one who went above and beyond and tirelessly worked to get the job done in that election cycle. To go through all that and still win an election by herself. She was amazing, and I am so proud of her. I know she'll do an amazing job as a Clerk.

DWI Prevention Coordinator, Deanna Lopez. She came in not having experience in this role, but we trust her with it, and she has just run with it. I love seeing how much she's out in the community and trying her best to do an amazing job in this position. I wish her the best. The Extension Office, Debbie Mayberry, Thank you, Debbie, for including the Commission and me and everything that you have going on over there. Thank you for the service that you provide to the community. It's not just the kids that have animals, but you found a lot of ways to reach out to the other kids that have other interests in the county, and also adults. I've learned more about the adult services that you all provide, and I appreciate that. Thank you for your work there. Fair Board, Marcy Wallin is tireless in how she's conducting everything, and we've been having standing meetings, at 8:30 in the morning on Tuesdays for quite a while. There have been great strides that have been made to

improve the Fair Board and how the transparency is now there. I can tell you that I just had my last meeting with her yesterday, and I said we're setting up the agenda for the special meeting that's coming up later this month. I said I like to go back and look at previous agendas just to make sure we're not missing something. Let's look at your agenda from last August and both of us, but still laughing, because all it said was Torrance County Fair, that's all that they had on their agenda they were going to talk about. She said I realize now the difference between what we're doing and being transparent. It is so rewarding to have somebody willing to sit down with me and learn this and just run with it.

Emergency Manager, Samantha O'dell would tell me, I only want to talk to you for one minute. That's how she got in the door. Her one minute was always very important. I remember when she interviewed for the job, we decided we were going to take a chance on this lady. She's a go-getter, and she has proven us to be right. Thank you for everything that you do, for keeping us current on things that we've been so far behind on and pushing and pushing and pushing and not giving up. Please continue to do that. We don't think about emergencies until we're in the middle of it. Thank you for thinking about it ahead of time and preparing us for those times. I expect to continue to see all of the great things that you're doing. She's also my neighbor, so I'm sure I'll see her. Finance Director, Misty Witt came in and she just attacked. She was like a sponge, picking up everything that Tracy used to do. The Deputy County Manager taught her. She's made such great strides in the Finance Department, and I appreciate the work that she's done. Same with Kristen Saavedra, Chief Procurement Officer, keeping us safe, making sure that she says no when she needs to say no to department heads, and then helping them to know what to do so she can say yes.

Grants Administrator, Amanda went above and beyond when it came to trying to get our info done and helping with all the notice of obligations, helping with making sure our grants comply, having those meetings to make sure that they're reviewed before the commission meeting, and pushing for projects. Thank you for all that you do. I know it's a lot of work, especially right now, as you're in that smaller department by yourself, because we stole away your Grants Assistant, but hopefully, we'll get that position filled soon. Chief Winham, I've only worked with you for a short time. I think he stepped out already. I look forward to seeing the way the Fire Department, EMS, volunteers, and all that evolves and gets better with the help. Deputy Fire Chief Hanna Sanchez, I appreciate all that she's done for the county all these years that she's been with us. She's another one who works 100 miles an hour every day and night. Facilities Director, Richard Lesperance has come in, joined the Torrance County team, and he is learning a lot about our

buildings, and I'm glad he hasn't given up on us. I know this is something that is a challenge, our heating or our air conditioning is a challenge, but he's on top of it. Lots of work to be done, but he's doing an excellent job.

Our HR Director, I can tell you, is overwhelmed right now, because we have a lot of vacancies, a lot of interviews, and a lot of positions to fill, and she's going after that 100 miles an hour, and I can't say enough about the next one. Dominica Garcia is kind of in the background, but I can tell you that she is holding one of the most important positions as the legal assistant and records custodian. There is not one request that comes in that she doesn't 100% do her very best to fill requests as quickly and as thoroughly as possible, I can tell you, that she is amazing at her job, and I wish her the best in everything she does after this too. Don Goen, Planning and Zoning Director. He's in one of those thankless jobs, and he gets the heat for a lot of things. I can tell you that since he came in, he's told a lot of people, no, I think people don't understand how many times he does say no, and he does it in such a way that a lot of them will even thank him afterward. I don't know how you do that, but he helps them also get to a place where this is what you need to do to continue development. So thank you for that and the hard work that you do in there. You've improved that department significantly, and it's your leadership that's made the difference.

Leonard, I can talk about you. I thank you Commissioners for giving the Road Department more material. If we talk about the complaints that come in, it doesn't do any good if you don't have material to fill in holes and improve roads, and that's made the world of difference. Thank you to you and your department for everything that you guys have done to try to get on top of the issues and also quickly respond. When we do get complaints, they don't hold off and wait or just think right now, they generally do go out as often as they can to take care of these issues. Leonard can't do all things without Charmin, so please pass on to Charmin how much I appreciate the work that she does too. Sheriff Frazee, we have had our ups and downs, our disagreements from time to time, probably pretty close from the moment he came into office, but I do have respect for him and for his position, and I wish him the very best. Under Sheriff Reynolds, she's been amazing, and very responsive anytime I needed anything. She's been very good to communicate with and assist us as much as possible. Kent Ballard key staple in the Sheriff's Office, somebody who is constant and consistent and level-headed and has a wealth of knowledge, and I appreciate the work that he does daily. I'd like to thank also Katherine Hernandez for stepping into the role and seeking out and getting the appointment for the County Treasurer position. She's also the Treasurer-elect and

she's going to be going into her term of January 1. I wish her the best, along with her Chief Deputy Treasurer, Francesca Archuleta.

Legal counsel, Mike Garcia, has had the unfortunate opportunity to work with me very closely the last time that, this time that he's been here, I have my speed dial. I call him for anything and everything, and I appreciate the guidance, the advice that you've given me all this time, given me the opportunity to bounce things off of you, make sure that we're handling things properly, and I appreciate the wisdom, the professionalism which you conduct yourself, the great counsel you've given me through the years. Tracy Sedillo, Deputy County Manager. I stole her away twice, and she was kind enough to join me both times. I was appointed as the County Treasurer, and she was the Comptroller, which was similar to a Finance Director back then, she accepted a position as Chief Deputy Treasurer when I was County Treasurer. I was excited that she came over and joined me at that point, and she just thrived in that role and went on to be the County Treasurer and am incredibly proud of the work that she's done. Then whenever a vacancy came up for a Deputy County Manager position, I was glad to see her name that she had applied. Happy to have her written here again, and I'm sorry that I'm leaving you. I feel bad about that, but it has been an honor and a privilege to work with you all these years. I am proud whenever I look at all the things that you've accomplished, and I'm glad that I could be a part of that by working with you so closely.

Commissioners, I can't even thank you enough for the opportunity that you gave me when you knew I didn't have all the qualifications you were looking for in this position, but you trusted me to learn it, to do my best to be a person of integrity and to hold people accountable in local government. I did the very best job that I could every day that I was here, during all the calls that I took after hours. I will miss working closely with each of you. I learned from each of you in different ways, I'm a better person today because of all three of you, and I'm definitely counting my time here at the county, particularly in the County Manager position, as some of my best years of my career, and so thank you very much for that opportunity, and I will miss all of you.

One last, final thing, we did have someone from the public talk about Martinez Road and how that project had been promised to be done in June and July, and still hasn't been done. I talked with Leonard and wanted to let her know, and I did let her know before she left, that projects are delayed because of weather, and our contractor has his schedules or have their schedule set up, and they still are following their schedule, we're still going through their list with Green Road on Martinez Road to Lexco Road included.

D. COMMISSIONERS' REPORTS

1) Kevin McCall – County Vice Chairman, District 1

Kevin McCall- County Vice Chair: I want the public to know that there was a lot of great information this morning that I think maybe the Commissioners can give me some guidance on what direction to go about this cannabis growing. I learned a lot. I hope the public does more. I also attended the Junior Livestock sale at the County Fair last Friday night. Thank you to the buyer who showed up and for their support yesterday. Two Legislators, Senators, and Representative Lord joined us in the cutting of the ribbon at the Road Department Building. So excited to see that finally come through. I think it's been five to six years since one of my very first purchases of County property. The building looks very good. Shout out to BNR Construction, the contractor on that, and it was, of course, we followed procurement, but at the same time, I thought it was very important that the local contractor be and then we keep the money local. Good job doing our construction.

This is a sad, sad day for me. I've been stressed over this for a while, and I'm sure I will continue to be stressed over this for a little while, but I have enjoyed my time with you. I know that we took a chance on you. She called me last, to tell me she was leaving. I said, Why am I last, and she said, Well, you're the one that could probably talk me out of it, and in an hour, I didn't talk her out of it. I'm proud of you. Happy that it's what you hope it is, but we have made great strides in this County.

2) Ryan Schwebach - County Chairman, District 2

Ryan Schwebach-County Chairman: I do want to reiterate the conversation we had concerning the growth, it's a lot of good information, not making any promises, but I see some potential pass forward, but all of those paths require citizens to comment to our elected officials at the state level. All of this is coming from state law, and it needs to be fixed with state law. We need to keep that in mind. The County Commission is the most accessible political government you're ever going to find. Unfortunately, our hands are tied on many things we can do, but ultimately it also takes the public contacting their elected officials at the state level.

Janice, I'm not surprised that people approached you. You have a lot of professionalism, your dedication to the job and to be able to stay within your lane and keep everybody else in your lane is probably the most important outstanding God-given trait. I have seen an individual that you expressed in this position every single day that makes a difference. That truly does. This is not just for you, but this is for other individuals who are applying for all of the managers and high-level positions, those are the traits you carry. I appreciate that. I look forward to our conversations in the future. If there's anything you need in your endeavor.

3) Samuel Schropp – County Commissioner, District 3

Samuel Schropp-County Commissioner: Because of the timing of the Governor's appointment, I came into office having missed the January Commissioners training put on by New Mexico and I knew nothing. I've been a political junkie for years, but I knew nothing about how it works. I and James Madison, Secretary of Defense and Marine Corps General, when he was with the Marine Corps, his call sign was chaos. Colonel has another operational strategy suggestion. I would come into Ms. Barela's office and feel kind of bad because the Commissioner has another operational suggestion. Usually, she was very diplomatic about it, and we toned it down and guided her in a direction that would work within this system. I have enjoyed this experience. I've learned a tremendous amount. It's a great life experience that I'll cherish forever, and Ms. Barela is at the center. Thank you.

14. EXECUTIVE SESSION:

A. COMMISSION: Litigation related to Brian Sanchez v. Torrance County, closed pursuant to NMSA 1978, Section 10-15-1(H)(3).

B. COMMISSION: Discussion regarding the purchase, acquisition, or disposal of real property, closed pursuant to NMSA 1978, Section 10-15-1(H)(8).

C. COMMISSION: Discussion regarding the purchase, acquisition, or disposal of real property, closed pursuant to NMSA 1978, Section 10-15-1(H)(8).

D. COMMISSION: Discussion regarding limited personnel matters, closed pursuant to NMSA 1978, Section 10-15-1(H)(2), filling the County Manager position.

Action Taken:

Ryan Schwebach-County Chairman: Motion to move into Executive Session.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

12:40 PM

Action Taken:

Ryan Schwebach-County Chairman: Motion to move into Regular Session.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

2:46 PM

15. DISCUSSION AND ACTION ON CLOSED SESSION ITEMS ABOVE

A. COMMISSION: Discussion and possible action regarding Executive Session Item 14.A. related to litigation, Brian Sanchez v. Torrance County.

Ryan Schwebach – County Chairman: The County Attorney will proceed as directed.

B. COMMISSION: Discussion and possible action regarding Executive Session Item 14.B. regarding purchase, acquisition, or disposal of real property.

Ryan Schwebach – County Chairman: No Action

C. COMMISSION: Discussion and possible action regarding Executive Session Item 14.C. regarding purchase, acquisition, or disposal of real property.

Ryan Schwebach – County Chairman: No Action

D. COMMISSION: Discussion and possible action regarding Executive Session Item 14.D. regarding filling the County Manager position.

Ryan Schwebach – County Chairman: We will review all applications and encourage anyone interested to apply.

16. Announcement of the next Board of County Commissioners Meeting:
August 28, 2024, at 9:00 AM

17. Signing of Official Documents.

18. Adjourn.

Action Taken:

Ryan Schwebach – County Chairman: Motion to adjourn.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

The meeting adjourned at 02:50 PM.

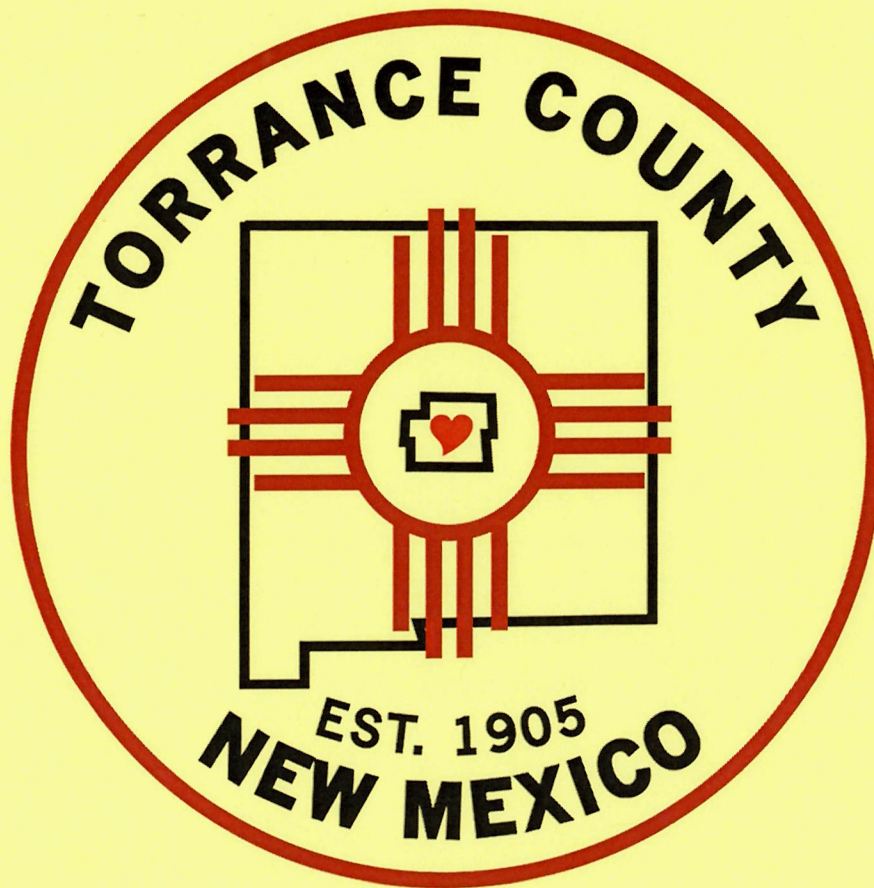
Ryan Schwebach - Chairman

Genell Morris – Admin Assistant

Date

Linda Jaramillo – County Clerk

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



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9 A



ACCOUNTS PAYABLE CHECK REPORT APPROVAL

Torrance County Commission Approval:

We the undersigned members of the Torrance County Board of County Commissioners met in regular session on **August 28, 2024**, and approved the attached check report as presented against the funds of Torrance County in the amount of **\$348,679.00**

Kevin McCall, District 1

Ryan Schwebach, District 2

Samuel D. Schropp, District 3

Attest:

Linda Jaramillo, County Clerk

Torrance County Treasurer Approval:

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

Kathryn Hernandez, County Treasurer

Check Report Summary:

Check Report Dates:	08/08/2024 to 08/21/2024	Total Payments: 172
Total Checks:	152	Checks: 129829 to 129982
Voided Checks:	3	Checks: 129847, 129848, 129965
Bank Drafts:	13	DFT0000933, DFT0000934, DFT0000935, DFT0000936, DFT0000937, DFT0000938, DFT0000939, DFT0000940, DFT0000941, DFT0000942, DFT0000943, DFT0000944, DFT0000945, DFT0000946, (DFT0000940 NOT USED)
Electronic Fund Transfers:	4	EFT: 246 TO 249
Total of Payments Issued:	\$348,679.00	



Torrance County, NM

Check Report

By Check Number

Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking						
418	COLUMBUS BANK AND TRUST	08/13/2024	EFT	0.00	760.97	246
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003838	Invoice	08/15/2024	Flex Plan	0.00	760.97	
	401-000-9001		Payroll Liabilities		760.97	
4832	PRESBYTERIAN HEALTH PLAN	08/13/2024	EFT	0.00	45,748.11	247
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003850	Invoice	08/15/2024	Presbyterian Health Insurance	0.00	40,864.02	
	401-000-9001		Payroll Liabilities		40,864.02	
INV0003851	Invoice	08/15/2024	Presbyterian Health Insurance	0.00	4,884.09	
	401-000-9001		Payroll Liabilities		4,884.09	
5189	SUNRISE BANK	08/13/2024	EFT	0.00	1,817.55	248
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003853	Invoice	08/15/2024	Sunrise Loan	0.00	1,817.55	
	401-000-9001		Payroll Liabilities		1,817.55	
4832	PRESBYTERIAN HEALTH PLAN	08/19/2024	EFT	0.00	364.15	249
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003870	Invoice	08/15/2024	Presbyterian Health Insurance	0.00	364.15	
	401-000-9001		Payroll Liabilities		364.15	
3594	AUTOZONE INC.	08/08/2024	Regular	0.00	115.09	129829
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2248670314	Invoice	08/07/2024	TCFD AutoZone Open PO 7/24-10/24	0.00	115.09	
	405-091-2201		MAINTENANCE & REPAIR		115.09	
4705	DOUBLE H AUTO	08/08/2024	Regular	0.00	231.69	129830
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
084343	Invoice	08/07/2024	Repair and service on equipment and ma	0.00	53.19	
	402-060-2244		MAINTENANCE & REPAIR		53.19	
084432	Invoice	08/07/2024	Repairs and Maintenance for Issued Picku	0.00	18.52	
	402-060-2201		MAINTENANCE & REPAIR		18.52	
084743	Invoice	08/07/2024	Repair and service on equipment and ma	0.00	159.98	
	402-060-2244		MAINTENANCE & REPAIR		159.98	
214	HART'S TRUSTWORTHY HARDWARE	08/08/2024	Regular	0.00	57.99	129831
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
B561380	Invoice	08/07/2024	Hart's Open PO July	0.00	57.99	
	405-091-2248		SUPPLIES - SAFETY		57.99	
214	HART'S TRUSTWORTHY HARDWARE	08/08/2024	Regular	0.00	29.96	129832

Check Report

Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8561404	Invoice	08/07/2024	Hart's Open PO July	0.00	29.96	
	408-091-2248		SUPPLIES - SAFETY		29.96	
107	QWEST CORPORATION	08/08/2024	Regular	0.00	124.46	129833
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 4146	Invoice	08/07/2024	Monthly phone charges- Road	0.00	124.46	
	401-096-2207		TELECOMMUNICATIONS July		124.46	
107	QWEST CORPORATION	08/08/2024	Regular	0.00	68.74	129834
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 2736	Invoice	08/07/2024	Monthly phone charges-Treasurer	0.00	68.74	
	401-096-2207		TELECOMMUNICATIONS July		68.74	
107	QWEST CORPORATION	08/08/2024	Regular	0.00	278.81	129835
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 8566	Invoice	08/07/2024	Monthly charges Estancia SC	0.00	278.81	
	401-036-2207		TELECOMMUNICATIONS July		278.81	
107	QWEST CORPORATION	08/08/2024	Regular	0.00	141.34	129836
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 7094	Invoice	08/07/2024	Monthly phone charge- Manager	0.00	141.34	
	401-096-2207		TELECOMMUNICATIONS July		141.34	
107	QWEST CORPORATION	08/08/2024	Regular	0.00	128.81	129837
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 4021	Invoice	08/07/2024	Monthly phone charges- Sheriff	0.00	128.81	
	401-096-2207		TELECOMMUNICATIONS July		128.81	
107	QWEST CORPORATION	08/08/2024	Regular	0.00	246.88	129838
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 9229	Invoice	08/07/2024	Monthly Charges Dist 5	0.00	246.88	
	405-091-2207		TELECOMMUNICATIONS July- 9229		246.88	
107	QWEST CORPORATION	08/08/2024	Regular	0.00	68.24	129839
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 5927	Invoice	08/07/2024	Monthly Charges Dist 5	0.00	68.24	
	405-091-2207		TELECOMMUNICATIONS July- 5927		68.24	
107	QWEST CORPORATION	08/08/2024	Regular	0.00	68.74	129840
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 8623	Invoice	08/07/2024	Monthly phone charges- Assessor	0.00	68.74	
	401-096-2207		TELECOMMUNICATIONS July		68.74	
107	QWEST CORPORATION	08/08/2024	Regular	0.00	134.96	129841
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 2762	Invoice	08/07/2024	Monthly phone charges- Road	0.00	134.96	
	401-096-2207		TELECOMMUNICATIONS July		134.96	
107	QWEST CORPORATION	08/08/2024	Regular	0.00	65.29	129842

Check Report

Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 0726	Invoice	08/07/2024	Monthly charges Mountainair SC	0.00	65.29	
	401-027-2207		TELECOMMUNICATIONS July		65.29	
107	QWEST CORPORATION	08/08/2024	Regular	0.00	179.11	129843
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 7571	Invoice	08/07/2024	Monthly charges Moriarty SC	0.00	179.11	
	401-037-2207		TELECOMMUNICATIONS July		179.11	
107	QWEST CORPORATION	08/08/2024	Regular	0.00	38.82	129844
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 7944	Invoice	08/07/2024	Monthly phone charges- Sheriff	0.00	38.82	
	401-096-2207		TELECOMMUNICATIONS July		38.82	
107	QWEST CORPORATION	08/08/2024	Regular	0.00	68.74	129845
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 2763	Invoice	08/07/2024	Monthly phone charges- Clerk	0.00	68.74	
	401-096-2207		TELECOMMUNICATIONS July		68.74	
5339	US BANK CORPORATE PAYMENT SYSTEM	08/08/2024	Regular	0.00	18,376.17	129846
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7891 7.24	Invoice	08/08/2024	FUEL CARD USAGE 6-15-24 TO 7-15-24	0.00	18,376.17	
	401-008-2202		SUPPLIES - VEHICLE FUEL RA/PZ		35.38	
	401-008-2202		SUPPLIES - VEHICLE FUEL PZ		272.70	
	401-010-2202		SUPPLIES - VEHICLE FUEL MANAGER		57.00	
	401-030-2202		SUPPLIES - VEHICLE FUEL TREASURER		176.09	
	401-030-2202		SUPPLIES - VEHICLE FUEL CLERK		21.50	
	401-040-2202		SUPPLIES - VEHICLE FUEL ASSESSORS		61.93	
	401-050-2202		SUPPLIES - VEHICLE FUEL SHERIFF		10,274.92	
	401-065-2202		SUPPLIES - VEHICLE FUEL MAINTENANCE		480.74	
	401-082-2202		SUPPLIES - VEHICLE FUEL ANIMAL SERVICES		783.64	
	405-091-2202		SUPPLIES - VEHICLE FUEL DIST 5		567.11	
	406-091-2202		SUPPLIES - VEHICLE FUEL DIST 2		526.78	
	407-091-2202		SUPPLIES - VEHICLE FUEL DIST 1		132.21	
	408-091-2202		SUPPLIES - VEHICLE FUEL DIST 3		623.95	
	413-091-2202		SUPPLIES - VEHICLE FUEL FIRE ADMIN		1,228.47	
	416-083-2202		SUPPLIES - VEHICLE FUEL FF/EMS		2,756.53	
	418-091-2202		SUPPLIES - VEHICLE FUEL DIST 6		125.50	
	604-083-2202		SUPPLIES - VEHICLE FUEL EMERGENCY MANAGER		216.72	
	605-022-2202		SUPPLIES - VEHICLE FUEL DWI		35.00	
	Void	08/08/2024	Regular	0.00	0.00	129847
419	AFLAC	08/13/2024	Regular	0.00	2,349.02	129848
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003761	Invoice	08/01/2024	Aflac	0.00	766.22	
	401-000-9001		Payroll Liabilities		766.22	
INV0003762	Invoice	08/01/2024	Aflac	0.00	315.59	
	401-000-9001		Payroll Liabilities		315.59	
INV0003793	Invoice	08/01/2024	Aflac	0.00	23.99	
	401-000-9001		Payroll Liabilities		23.99	
INV0003794	Invoice	08/01/2024	Aflac	0.00	48.10	
	401-000-9001		Payroll Liabilities		48.10	
INV0003829	Invoice	08/15/2024	Aflac	0.00	790.21	

Check Report

Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	401-000-9001	Payroll Liabilities	Aflac		790.21	
INV0003830	Invoice	08/15/2024	Aflac	0.00	404.91	
	401-000-9001	Payroll Liabilities	Aflac		404.91	
419	AFLAC	08/21/2024	Regular	0.00	-2,349.02	129848
2534	CHILD SUPPORT ENFORCEMENT DIVS	08/13/2024	Regular	0.00	234.00	129849
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003833	Invoice	08/15/2024	Child Support	0.00	234.00	
	401-000-9001	Payroll Liabilities	Child Support		234.00	
3391	CINTAS CORPORATION NO. 2	08/13/2024	Regular	0.00	130.61	129850
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
5220133858	Invoice	08/08/2024	MEDICINE CABINET REFILLS	0.00	130.61	
	410-050-2222	SUPPLIES - FIELD SUPPLIE	MEDICINE CABINET REFILLS JUL		130.61	
3391	CINTAS CORPORATION NO. 2	08/13/2024	Regular	0.00	277.40	129851
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
5220133887	Invoice	08/08/2024	SAFETY SUPPLIES FOR ROAD CABINET	0.00	277.40	
	402-060-2248	SUPPLIES - SAFETY	SAFETY SUPPLIES FOR ROAD CA		277.40	
4270	COLONIAL LIFE	08/13/2024	Regular	0.00	612.72	129852
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003747	Invoice	07/23/2024	Colonial	0.00	77.43	
	401-000-9001	Payroll Liabilities	Colonial		77.43	
INV0003748	Invoice	07/23/2024	Colonial Post tax	0.00	32.45	
	401-000-9001	Payroll Liabilities	Colonial Post tax		32.45	
INV0003766	Invoice	08/01/2024	Colonial	0.00	252.21	
	401-000-9001	Payroll Liabilities	Colonial		252.21	
INV0003767	Invoice	08/01/2024	Colonial Post tax	0.00	164.03	
	401-000-9001	Payroll Liabilities	Colonial Post tax		164.03	
INV0003834	Invoice	08/15/2024	Colonial	0.00	43.30	
	401-000-9001	Payroll Liabilities	Colonial		43.30	
INV0003835	Invoice	08/15/2024	Colonial Post tax	0.00	43.30	
	401-000-9001	Payroll Liabilities	Colonial Post tax		43.30	
VEN01187	Dearborn Life Insurance Company	08/13/2024	Regular	0.00	731.73	129853
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
CM0000170	Credit Memo	07/23/2024	VISION INSURANCE	0.00	-3.15	
	401-000-9001	Payroll Liabilities	VISION INSURANCE		-3.15	
INV0003763	Invoice	08/01/2024	VISION INSURANCE	0.00	363.41	
	401-000-9001	Payroll Liabilities	VISION INSURANCE		363.41	
INV0003764	Invoice	08/01/2024	VISION POST TAX	0.00	61.96	
	401-000-9001	Payroll Liabilities	VISION INSURANCE		61.96	
INV0003795	Invoice	08/01/2024	VISION INSURANCE	0.00	9.25	
	401-000-9001	Payroll Liabilities	VISION INSURANCE		9.25	
INV0003831	Invoice	08/15/2024	VISION INSURANCE	0.00	244.28	
	401-000-9001	Payroll Liabilities	VISION INSURANCE		244.28	
INV0003832	Invoice	08/15/2024	VISION POST TAX	0.00	55.98	
	401-000-9001	Payroll Liabilities	VISION INSURANCE		55.98	
4834	DELTA DENTAL OF NEW MEXICO INC	08/13/2024	Regular	0.00	3,155.93	129854

Check Report

Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003836	Invoice	08/15/2024	Dental Insurance	0.00	2,783.92	
401-000-9001	Payroll Liabilities	Dental Insurance	2,783.92			
INV0003837	Invoice	08/15/2024	Dental Insurance	0.00	372.01	
401-000-9001	Payroll Liabilities	Dental Insurance	372.01			
5019	GLOBE LIFE & ACCIDENT INSURANCE	08/13/2024	Regular	0.00	163.00	129855
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003839	Invoice	08/15/2024	Globe Life Insurance	0.00	163.00	
401-000-9001	Payroll Liabilities	Globe Life Insurance	163.00			
4339	LIBERTY NATIONAL LIFE INSURANCE	08/13/2024	Regular	0.00	690.03	129856
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003841	Invoice	08/15/2024	Liberty Life Insurance	0.00	303.92	
401-000-9001	Payroll Liabilities	Liberty Life Insurance	303.92			
INV0003842	Invoice	08/15/2024	Liberty Life Insurance	0.00	327.07	
401-000-9001	Payroll Liabilities	Liberty Life Insurance	327.07			
INV0003843	Invoice	08/15/2024	Liberty Life Insurance	0.00	59.04	
401-000-9001	Payroll Liabilities	Liberty Life Insurance	59.04			
VEN01183	Metropolitan Life Insurance Company	08/13/2024	Regular	0.00	4,033.83	129857
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
CM0000175	Credit Memo	08/06/2024	MET LIFE LTD	0.00	-4.86	
401-000-9001	Payroll Liabilities	METLIFE DISABILITY	-4.86			
CM0000176	Credit Memo	08/06/2024	Metlife employer	0.00	-6.53	
401-000-9001	Payroll Liabilities	Metlife employer life and accide	-6.53			
INV0003752	Invoice	07/24/2024	MET LIFE LTD	0.00	4.86	
401-000-9001	Payroll Liabilities	METLIFE DISABILITY	4.86			
INV0003753	Invoice	07/24/2024	Metlife employer	0.00	4.35	
401-000-9001	Payroll Liabilities	Metlife employer life and accide	4.35			
INV0003776	Invoice	08/01/2024	MET LIFE LTD	0.00	742.66	
401-000-9001	Payroll Liabilities	METLIFE DISABILITY	742.66			
INV0003777	Invoice	08/01/2024	Metlife employer	0.00	567.39	
401-000-9001	Payroll Liabilities	Metlife employer life and accide	567.39			
INV0003778	Invoice	08/01/2024	Metropolitan Supplemental Life	0.00	6.36	
401-000-9001	Payroll Liabilities	Metropolitan Supplemental Pos	6.36			
INV0003800	Invoice	08/01/2024	MET LIFE LTD	0.00	7.33	
401-000-9001	Payroll Liabilities	METLIFE DISABILITY	7.33			
INV0003801	Invoice	08/01/2024	Metlife employer	0.00	6.53	
401-000-9001	Payroll Liabilities	Metlife employer life and accide	6.53			
INV0003844	Invoice	08/15/2024	MET LIFE LTD	0.00	1,722.33	
401-000-9001	Payroll Liabilities	METLIFE DISABILITY	1,722.33			
INV0003845	Invoice	08/15/2024	Metlife employer	0.00	977.05	
401-000-9001	Payroll Liabilities	Metlife employer life and accide	977.05			
INV0003846	Invoice	08/15/2024	Metropolitan Supplemental Life	0.00	6.36	
401-000-9001	Payroll Liabilities	Metropolitan Supplemental Pos	6.36			
4987	NEW YORK LIFE	08/13/2024	Regular	0.00	304.28	129858
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
CM0000171	Credit Memo	07/23/2024	New York Life Insurance	0.00	-0.01	
401-000-9001	Payroll Liabilities	New York Life Insurance	-0.01			

Check Report

Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
INV0003780	Invoice	08/01/2024	New York Life Insurance	0.00	67.17	
	401-000-9001	Payroll Liabilities	New York Life Insurance		67.17	
INV0003781	Invoice	08/01/2024	New York Life Insurance	0.00	84.96	
	401-000-9001	Payroll Liabilities	New York Life Insurance		84.96	
INV0003848	Invoice	08/15/2024	New York Life Insurance	0.00	67.20	
	401-000-9001	Payroll Liabilities	New York Life Insurance		67.20	
INV0003849	Invoice	08/15/2024	New York Life Insurance	0.00	84.96	
	401-000-9001	Payroll Liabilities	New York Life Insurance		84.96	
1096	NM RETIREE HEALTH-CARE AUTHORI	08/13/2024	Regular	0.00	6,165.03	129859
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
CM0000177	Credit Memo	08/06/2024	Retiree Health Care	0.00	-26.73	
	401-000-9001	Payroll Liabilities	Retiree Health Care		-26.73	
INV0003852	Invoice	08/15/2024	Retiree Health Care	0.00	6,191.76	
	401-000-9001	Payroll Liabilities	Retiree Health Care		6,191.76	
2021	PRE-PAID LEGAL SERVICES, INC	08/13/2024	Regular	0.00	551.35	129860
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003772	Invoice	08/01/2024	Legal Shield	0.00	251.29	
	401-000-9001	Payroll Liabilities	Legal Shield		251.29	
INV0003797	Invoice	08/01/2024	Legal Shield	0.00	24.42	
	401-000-9001	Payroll Liabilities	Legal Shield		24.42	
INV0003840	Invoice	08/15/2024	Legal Shield	0.00	275.64	
	401-000-9001	Payroll Liabilities	Legal Shield		275.64	
1335	TORRANCE COUNTY	08/13/2024	Regular	0.00	81.48	129861
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003854	Invoice	08/15/2024	Torrance County Property Tax	0.00	81.48	
	401-000-9001	Payroll Liabilities	Torrance County Property Tax		81.48	
2787	WASHINGTON NATIONAL INSURANCE CO	08/13/2024	Regular	0.00	37.80	129862
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003788	Invoice	08/01/2024	Washington National Life	0.00	18.90	
	401-000-9001	Payroll Liabilities	Washington National Life		18.90	
INV0003856	Invoice	08/15/2024	Washington National Life	0.00	18.90	
	401-000-9001	Payroll Liabilities	Washington National Life		18.90	
3207	AIRGAS USA LLC	08/19/2024	Regular	0.00	1,251.69	129863
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
5509217903	Invoice	08/08/2024	Cylinder Rental District 3 6/24	0.00	1,251.69	
	408-091-2230	SUPPLIES - MEDICAL	Rent Cyl Med Large Oxygen		889.49	
	408-091-2230	SUPPLIES - MEDICAL	Rent Cyl Med Large Oxygen		270.79	
	408-091-2230	SUPPLIES - MEDICAL	Hazmat		91.41	
3207	AIRGAS USA LLC	08/19/2024	Regular	0.00	213.98	129864
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
5509141515	Invoice	08/08/2024	Cylinder Rental Invoice District 2 6/24	0.00	213.98	
	406-091-2230	SUPPLIES - MEDICAL	Hazmat		39.28	
	406-091-2230	SUPPLIES - MEDICAL	Rent Cyl Med Xs Oxygen		174.70	
5450	AMAZON BUSINESS	08/19/2024	Regular	0.00	445.51	129865

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1NTF-P1TG-HWH	Invoice	08/13/2024	Office Supplies	0.00	445.51	
	401-030-2219		SUPPLIES - GENERAL OFFI		9.99	
	401-030-2219		SUPPLIES - GENERAL OFFI		39.99	
	401-030-2219		SUPPLIES - GENERAL OFFI		22.99	
	401-030-2219		SUPPLIES - GENERAL OFFI		316.58	
	401-030-2219		SUPPLIES - GENERAL OFFI		34.99	
	401-030-2219		SUPPLIES - GENERAL OFFI		15.98	
	401-030-2219		SUPPLIES - GENERAL OFFI		4.99	
VEN01369	AUSTIN CONNER VERNON	08/19/2024	Regular	0.00	2,252.57	129866
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024	Invoice	08/13/2024	Livestock judge- TC Fair	0.00	2,252.57	
	412-053-2271		CONTRACT - OTHER SERV		1,200.00	
	412-053-2271		CONTRACT - OTHER SERV		1,052.57	
4979	BRANDON BOE DAVIS	08/19/2024	Regular	0.00	1,300.00	129867
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TCSO 25-00302	Invoice	08/12/2024	Radiator Support	0.00	1,300.00	
	401-050-2201		MAINTENANCE & REPAIR		650.00	
	401-050-2201		MAINTENANCE & REPAIR		650.00	
4729	CODE 3 SERVICE LLC	08/19/2024	Regular	0.00	46,828.20	129868
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
240594	Invoice	08/12/2024	Mobile Radios District 5	0.00	46,828.20	
	405-091-2248		SUPPLIES - SAFETY		2,756.25	
	405-091-2248		SUPPLIES - SAFETY		525.00	
	405-091-2248		SUPPLIES - SAFETY		38,492.48	
	405-091-2248		SUPPLIES - SAFETY		4,204.16	
	405-091-2248		SUPPLIES - SAFETY		385.00	
	405-091-2248		SUPPLIES - SAFETY		465.31	
4167	CORRIENTE BUCKLE & SADDLE CO.	08/19/2024	Regular	0.00	1,195.00	129869
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024	Invoice	08/13/2024	Appreciation Awards	0.00	1,195.00	
	412-053-2235		SUPPLIES - AWARDS FOR		475.00	
	412-053-2235		SUPPLIES - AWARDS FOR		720.00	
5416	CRYSTAL SPRINGS	08/19/2024	Regular	0.00	22.00	129870
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9297105	Invoice	08/13/2024	Drinking Water - Finance	0.00	22.00	
	401-055-2219		SUPPLIES - GENERAL OFFI		22.00	
VEN01230	CTRL-P Inc	08/19/2024	Regular	0.00	225.00	129871
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2024-9923	Invoice	08/13/2024	Publication for Liquor License	0.00	225.00	
	401-021-2221		PRINTING/PUBLISHING/A		225.00	
5045	CUEVAS, ARACELI	08/19/2024	Regular	0.00	800.00	129872
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024	Invoice	08/13/2024	Custodial Services for TC Fair	0.00	800.00	
	412-053-2237		CONTRACTS - CLEANING		800.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5561	CULLIGAN ABQ LLC	08/19/2024	Regular	0.00	222.87	129873
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
300035	Invoice	08/19/2024	Culligan Water Delivery	0.00	222.87	
401-050-2271	OTHER SERVICES	Deposit	13.87			
401-050-2271	OTHER SERVICES	5 Gal Water Bottles	50.00			
401-050-2271	OTHER SERVICES	Hot/Cold Water Dispenser	159.00			
VEN01187	Dearborn Life Insurance Company	08/19/2024	Regular	0.00	3.15	129874
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003866	Invoice	08/15/2024	VISION INSURANCE	0.00	3.15	
401-000-9001	Payroll Liabilities	VISION INSURANCE	3.15			
4834	DELTA DENTAL OF NEW MEXICO INC	08/19/2024	Regular	0.00	14.55	129875
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003867	Invoice	08/15/2024	Dental Insurance	0.00	14.55	
401-000-9001	Payroll Liabilities	Dental Insurance	14.55			
4178	DOCUMENT SOLUTIONS INC	08/19/2024	Regular	0.00	69.97	129876
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
330592	Invoice	08/10/2024	Copier overages	0.00	69.97	
911-080-2221	PRINTING/PUBLISHING/A	August Copier overage	69.97			
4705	DOUBLE H AUTO	08/19/2024	Regular	0.00	187.42	129877
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
085095	Invoice	08/13/2024	Repairs and Maintenance for Issued Picku	0.00	41.78	
402-060-2201	MAINTENANCE & REPAIR	Repairs and Maintenance for Iss	41.78			
595327	Invoice	08/13/2024	Repairs and Maintenance for Issued Picku	0.00	145.64	
402-060-2201	MAINTENANCE & REPAIR	Repairs and Maintenance for Iss	145.64			
5319	DUCHARME, ARTHUR	08/19/2024	Regular	0.00	95.00	129878
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003821	Invoice	08/12/2024	DuCharme July PZ meeting	0.00	95.00	
401-008-2300	TRAVEL - APPOINTED BO	DuCharme July PZ meeting	95.00			
5319	DUCHARME, ARTHUR	08/19/2024	Regular	0.00	95.00	129879
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003825	Invoice	08/12/2024	PZ meeting vouchers	0.00	95.00	
401-008-2300	TRAVEL - APPOINTED BO	2024 August PZ meeting	95.00			
51	ESTANCIA, TOWN OF	08/19/2024	Regular	0.00	500.00	129880
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
24-01	Invoice	08/08/2024	Aquatic Center Rental for DWI Prevention	0.00	500.00	
605-022-2271	CONTRACT - OTHER SERV	Aquatic Center Rental - Concessi	50.00			
605-022-2271	CONTRACT - OTHER SERV	Aquatic Center Rental - Pool ren	450.00			
51	ESTANCIA, TOWN OF	08/19/2024	Regular	0.00	374.86	129881
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
07.2024 600	Invoice	08/15/2024	Monthly Water Bill- Fair Grounds	0.00	53.36	
401-053-2210	UTILITIES - WATER	600.01-July	53.36			
07.2024 727	Invoice	08/15/2024	Monthly Water Bill- Fair Grounds	0.00	321.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	401-053-2210	UTILITIES - WATER	727.01-July		321.50	
5548	ESTRADA, CHRISTINA	08/19/2024	Regular	0.00	95.00	129882
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003822	Invoice	08/12/2024	Estrada July PZ meeting	0.00	95.00	
	401-008-2300	TRAVEL - APPOINTED BO	Estrada July PZ meeting		95.00	
5548	ESTRADA, CHRISTINA	08/19/2024	Regular	0.00	95.00	129883
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003826	Invoice	08/12/2024	PZ meeting vouchers	0.00	95.00	
	401-008-2300	TRAVEL - APPOINTED BO	2024 August PZ meeting		95.00	
4494	FAIR PUBLISHING HOUSE, INC.	08/19/2024	Regular	0.00	166.90	129884
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
89145-01	Invoice	08/13/2024	Entry Tags	0.00	166.90	
	412-053-2221	PRINTING/PUBLISHING/A	Entry Tags		166.90	
5359	GALLAGHER BENEFIT SERVICES, INC.	08/19/2024	Regular	0.00	2,810.00	129885
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
319069	Invoice	08/13/2024	Benefits Contract Gallagher	0.00	2,810.00	
	401-014-2272	CONTRACT - PROFESSION	AUG - FY25 BENEFIT SERVICES C		2,810.00	
VEN01250	Gilbert RW Sanchez	08/19/2024	Regular	0.00	95.00	129886
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003824	Invoice	08/12/2024	Sanchez July PZ meeting	0.00	95.00	
	401-008-2300	TRAVEL - APPOINTED BO	Sanchez July PZ meeting		95.00	
VEN01250	Gilbert RW Sanchez	08/19/2024	Regular	0.00	95.00	129887
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003828	Invoice	08/12/2024	PZ meeting vouchers	0.00	95.00	
	401-008-2300	TRAVEL - APPOINTED BO	2024 August meeting		95.00	
5019	GLOBE LIFE & ACCIDENT INSURANCE	08/19/2024	Regular	0.00	83.00	129888
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CM0000173	Credit Memo	07/25/2024	Globe Life Insurance	0.00	-100.00	
	401-000-9001	Payroll Liabilities	Globe Life Insurance		-100.00	
INV0003771	Invoice	08/01/2024	Globe Life Insurance	0.00	183.00	
	401-000-9001	Payroll Liabilities	Globe Life Insurance		183.00	
4910	HIGHER STANDARDS AUTOMOTIVE	08/19/2024	Regular	0.00	238.62	129889
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0004635	Invoice	08/10/2024	Vehicle battery	0.00	238.62	
	401-082-2201	MAINTENANCE & REPAIR	Vehicle battery		238.62	
VEN01218	Joel Zamarron	08/19/2024	Regular	0.00	281.00	129890
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024	Invoice	08/13/2024	Meals for judges & superintendents	0.00	281.00	
	412-053-2271	CONTRACT - OTHER SERV	Meals for judges & superintend		281.00	
3712	JOHNSTON, DANIELLE	08/19/2024	Regular	0.00	95.00	129891

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003823	Invoice	08/12/2024	Johnston July PZ meeting	0.00	95.00	
	401-008-2300		TRAVEL - APPOINTED BO		95.00	
3712	JOHNSTON, DANIELLE	08/19/2024	Regular	0.00	95.00	129892
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003827	Invoice	08/12/2024	PZ meeting vouchers	0.00	95.00	
	401-008-2300		TRAVEL - APPOINTED BO		95.00	
5565	KNIFFIN, LORA K	08/19/2024	Regular	0.00	335.64	129893
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024	Invoice	08/13/2024	Torrance County Fair Judge	0.00	335.64	
	412-053-2271		CONTRACT - OTHER SERV		35.64	
	412-053-2271		CONTRACT - OTHER SERV		300.00	
VEN01348	LAZY ST CREATIONS, LLC	08/19/2024	Regular	0.00	396.00	129894
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024	Invoice	08/13/2024	Tumblers for TC Fair Judges	0.00	396.00	
	412-053-2235		SUPPLIES - AWARDS FOR		396.00	
5179	LEAF CAPITAL FUNDING LLC	08/19/2024	Regular	0.00	632.57	129895
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
16923512	Invoice	08/13/2024	Plotter Printer HP Designjet T2600ps Leas	0.00	632.57	
	401-008-2284		LEASE EQUIPMENT		612.26	
	401-008-2284		LEASE EQUIPMENT		20.31	
VEN01183	Metropolitan Life Insurance Company	08/19/2024	Regular	0.00	11.39	129896
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003868	Invoice	08/15/2024	MET LIFE LTD	0.00	4.86	
	401-000-9001		Payroll Liabilities		4.86	
INV0003869	Invoice	08/15/2024	Metlife employer	0.00	6.53	
	401-000-9001		Payroll Liabilities		6.53	
VEN01361	MIRANDA BENCOMO	08/19/2024	Regular	0.00	250.00	129897
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024	Invoice	08/13/2024	Rental Deposit Refund	0.00	250.00	
	401-055-2270		REFUNDS		250.00	
4464	NM APPARATUS LLC	08/19/2024	Regular	0.00	661.04	129898
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2027	Invoice	08/12/2024	Rescue 14 Preventative Maintenance	0.00	661.04	
	416-083-2201		MAINTENANCE & REPAIR		529.43	
	416-083-2201		MAINTENANCE & REPAIR		96.96	
	416-083-2201		MAINTENANCE & REPAIR		34.65	
853	NM MUNICIPAL LEAGUE	08/19/2024	Regular	0.00	250.00	129899
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9640	Invoice	08/08/2024	Fire Chief Association Subsection Dues	0.00	250.00	
	413-091-2269		SUBSCRIPTIONS & DUES		250.00	
VEN01360	NMAC COUNTY CLERKS AFFILIATE	08/19/2024	Regular	0.00	150.00	129900

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1	Invoice	08/13/2024	Clerk's Annual Dues	0.00	150.00	
	401-020-2269		SUBSCRIPTIONS & DUES		150.00	
4916	NOVAT, MARILYN	08/19/2024	Regular	0.00	405.59	129901
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
07.2024	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	08/13/2024	Livestock judge for TC Fair	0.00	405.59	
	412-053-2271		CONTRACT - OTHER SERV		300.00	
	412-053-2271		CONTRACT - OTHER SERV		105.59	
3859	PRUDENTIAL OVERALL SUPPLY	08/19/2024	Regular	0.00	294.07	129902
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
450731138	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	08/13/2024	Uniforms for Road Crew	0.00	294.07	
	402-060-2236		SUPPLIES - UNIFORMS		294.07	
107	QWEST CORPORATION	08/19/2024	Regular	0.00	560.21	129903
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
07.2024 0063	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	08/13/2024	Monthly charges Dispatch	0.00	560.21	
	911-080-2207		TELECOMMUNICATIONS		560.21	
107	QWEST CORPORATION	08/19/2024	Regular	0.00	209.99	129904
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
07.2024 7556	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	08/13/2024	Monthly phone charges- Animal Services	0.00	209.99	
	401-096-2207		TELECOMMUNICATIONS		209.99	
1776	RADIOLOGY ASSOCIATES	08/19/2024	Regular	0.00	322.00	129905
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
RAD07272024	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	08/13/2024	HIC Form Clark, Gene	0.00	322.00	
	420-070-2173		INMATE MEDICAL		322.00	
3933	SANTA FE NEW MEXICAN	08/19/2024	Regular	0.00	155.01	129906
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
76545	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	08/13/2024	RFP TC FY24-25-003 - LEGAL ADVERTISEM	0.00	155.01	
	401-055-2221		PRINTING/PUBLISHING/A		10.00	
	401-055-2221		PRINTING/PUBLISHING/A		145.01	
5426	SENERGY PETROLEUM, LLC	08/19/2024	Regular	0.00	5,926.41	129907
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Sen-869510	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	08/12/2024	Bulk Fuel and Oil	0.00	5,926.41	
	402-060-2202		SUPPLIES - VEHICLE FUEL		5,926.41	
3978	STAPLES BUSINESS ADVANTAGE	08/19/2024	Regular	0.00	279.98	129908
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
6008946758	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	08/13/2024	Office Supplies, Chairs	0.00	279.98	
	401-030-2219		SUPPLIES - GENERAL OFFI		279.98	
VEN01220	Twisted T's	08/19/2024	Regular	0.00	300.00	129909
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
07.2024	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	08/13/2024	Meals for judges & superintendents	0.00	300.00	
	412-053-2271		CONTRACT - OTHER SERV		300.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
299	UNM MEDICAL GROUP, INC.	08/19/2024	Regular	0.00	37.00	129910
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
UNMMG0727202	Invoice	08/13/2024	HIC Form Arellanes, Johnny	0.00	37.00	
420-070-2173	INMATE MEDICAL	HIC Form			37.00	
299	UNM MEDICAL GROUP, INC.	08/19/2024	Regular	0.00	29.00	129911
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
UNMMG0727202	Invoice	08/13/2024	HIC Form Arellanes, Johnny	0.00	29.00	
420-070-2173	INMATE MEDICAL	HIC Form			29.00	
299	UNM MEDICAL GROUP, INC.	08/19/2024	Regular	0.00	2,893.00	129912
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
UNMMG0727202	Invoice	08/13/2024	HIC Form Arellanes, Johnny	0.00	2,893.00	
420-070-2173	INMATE MEDICAL	HIC Form			2,893.00	
299	UNM MEDICAL GROUP, INC.	08/19/2024	Regular	0.00	503.00	129913
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
UNMMG0727202	Invoice	08/13/2024	HIC Form Arellanes, Johnny	0.00	503.00	
420-070-2173	INMATE MEDICAL	HIC Form			503.00	
299	UNM MEDICAL GROUP, INC.	08/19/2024	Regular	0.00	212.00	129914
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
UNMMG0727202	Invoice	08/13/2024	HIC Form Arellanes, Johnny	0.00	212.00	
420-070-2173	INMATE MEDICAL	HIC Form			212.00	
299	UNM MEDICAL GROUP, INC.	08/19/2024	Regular	0.00	275.00	129915
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
UNMMG0727202	Invoice	08/13/2024	HIC Form Arellanes, Johnny	0.00	275.00	
420-070-2173	INMATE MEDICAL	HIC Form			275.00	
299	UNM MEDICAL GROUP, INC.	08/19/2024	Regular	0.00	37.00	129916
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
UNMMG0727202	Invoice	08/13/2024	HIC Form Arellanes, Johnny	0.00	37.00	
420-070-2173	INMATE MEDICAL	HIC Form			37.00	
1	WAGNER EQUIPMENT CO.	08/19/2024	Regular	0.00	3,502.60	129917
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
P10C0901377	Invoice	08/13/2024	Maintenance and parts not on contract	0.00	3,502.60	
402-060-2244	MAINTENANCE & REPAIR	Maintenance and parts not on c			3,502.60	
3498	WESTERN TRAILS VETERINARY INC.	08/19/2024	Regular	0.00	5,052.17	129918
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
218329	Invoice	08/08/2024	Medical care through grant program	0.00	5,052.17	
431-082-2272	CONTRACT - PROFESSION	Medical care through grant prog			5,052.17	
VEN01375	CHRIS L. ARCHULETA	08/20/2024	Regular	0.00	3,000.00	129919
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
09.2024	Invoice	08/20/2024	Superior Lease Agreement	0.00	3,000.00	
416-083-2204	RENT OF BUILDING/LAND	September Rent			2,000.00	
416-083-2204	RENT OF BUILDING/LAND	Security Deposit			1,000.00	

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Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3207	AIRGAS USA LLC	08/20/2024	Regular	0.00	1,306.53	129920
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
5509915160	Invoice	08/19/2024	Fire Dept Airgas Rental Open PO District 3	0.00	1,306.53	
	408-091-2230		SUPPLIES - MEDICAL		1,306.53	
3207	AIRGAS USA LLC	08/20/2024	Regular	0.00	266.14	129921
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
5509849737	Invoice	08/14/2024	Fire Dept Airgas Rental Open PO District 5	0.00	266.14	
	405-091-2230		SUPPLIES - MEDICAL		266.14	
4493	ALBUQUERQUE TENTS LLC	08/20/2024	Regular	0.00	5,037.45	129922
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
15661	Invoice	08/14/2024	Tent Rental for County Fair	0.00	3,853.52	
	412-053-2299		SERVICES - EVENT		1,125.00	
	412-053-2299		SERVICES - EVENT		2,460.77	
	412-053-2299		SERVICES - EVENT		-379.75	
	412-053-2299		SERVICES - EVENT		210.00	
	412-053-2299		SERVICES - EVENT		175.00	
	412-053-2299		SERVICES - EVENT		262.50	
15924	Invoice	08/14/2024	Porta Cool	0.00	1,183.93	
	412-053-2299		SERVICES - EVENT		1,183.93	
5450	AMAZON BUSINESS	08/20/2024	Regular	0.00	49.99	129923
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
1V36-94DK-9JKJ	Invoice	08/19/2024	Wagon	0.00	49.99	
	604-083-2248		SUPPLIES - SAFETY		49.99	
5450	AMAZON BUSINESS	08/20/2024	Regular	0.00	2,336.71	129924
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
17PG-CL4L-7YMV	Invoice	08/19/2024	Supplies District 3	0.00	2,336.71	
	408-091-2248		SUPPLIES - SAFETY		499.99	
	408-091-2248		SUPPLIES - SAFETY		143.59	
	408-091-2248		SUPPLIES - SAFETY		995.00	
	408-091-2248		SUPPLIES - SAFETY		637.14	
	408-091-2248		SUPPLIES - SAFETY		60.99	
5450	AMAZON BUSINESS	08/20/2024	Regular	0.00	341.99	129925
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
1TD7-MK9C-9LTK	Invoice	08/19/2024	Supplies District 3	0.00	341.99	
	408-091-2248		SUPPLIES - SAFETY		282.00	
	408-091-2248		SUPPLIES - SAFETY		59.99	
5348	AMBITIONS DOCUMENT SOLUTIONS	08/20/2024	Regular	0.00	66.00	129926
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
17214	Invoice	08/19/2024	Release Forms	0.00	66.00	
	412-053-2221		PRINTING/PUBLISHING/A		66.00	
5348	AMBITIONS DOCUMENT SOLUTIONS	08/20/2024	Regular	0.00	3,383.90	129927

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Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
17232	Invoice	08/19/2024	Raised Foil Business Cards	0.00	3,383.90	
	401-050-2221		PRINTING/PUBLISHING/A		673.40	
	401-050-2221		PRINTING/PUBLISHING/A		2,710.50	
3769	ANAYA, SENAIDA	08/20/2024	Regular	0.00	206.33	129928
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2024 ELECTION	Invoice	08/19/2024	RETURN FROM BERNALILLO NM 2024 ELE	0.00	89.83	
	401-021-2205		TRAVEL - EMPLOYEES		89.83	
CNMR TTS	Invoice	08/19/2024	RETURN FROM SANTA FE NM CNMR TTS	0.00	116.50	
	401-021-2205		TRAVEL - EMPLOYEES		116.50	
VEN01354	ARM CONSTRUCTION	08/20/2024	Regular	0.00	3,500.00	129929
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
7222024	Invoice	08/07/2024	Shelving for Road Shop	0.00	3,500.00	
	402-060-2218		MAINTENANCE & REPAIR		3,500.00	
5538	BOHANNAN HUSTON, INC.	08/20/2024	Regular	0.00	4,924.60	129930
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
000130278	Invoice	08/15/2024	Water rights evaluation	0.00	4,924.60	
	836-045-2272		CONTRACT - PROFESSION		4,924.60	
3698	CHAVEZ, SYLVIA	08/20/2024	Regular	0.00	206.33	129931
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2024 ELECTION S	Invoice	08/20/2024	RETURN FROM BERNALILLO NM 2024 ELE	0.00	89.83	
	401-021-2205		TRAVEL - EMPLOYEES		89.83	
CNMR TTS	Invoice	08/19/2024	RETURN FROM SANTA FE NM CNMR TTS	0.00	116.50	
	401-021-2205		TRAVEL - EMPLOYEES		116.50	
2812	COMPUTER CORNER INC	08/20/2024	Regular	0.00	563.55	129932
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2211479	Invoice	08/19/2024	Adobe Acrobat Pro	0.00	563.55	
	401-008-2228		SOFTWARE		563.55	
2585	EAST MOUNTAIN AUTO GLASS	08/20/2024	Regular	0.00	250.00	129933
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
25978	Invoice	08/19/2024	Tint	0.00	250.00	
	402-060-2201		MAINTENANCE & REPAIR		250.00	
VEN01286	FRANCESCA ARCHULETA	08/20/2024	Regular	0.00	42.00	129934
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2024 NMC TREAS	Invoice	08/20/2024	RETURN FROM RUIDOSO NM 2024 NMC	0.00	42.00	
	401-030-2205		TRAVEL - EMPLOYEES		42.00	
4671	HERNANDEZ, KATHYRN	08/20/2024	Regular	0.00	42.00	129935
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2024 NMC TREAS	Invoice	08/20/2024	RETURN FROM RUIDOSO NM 2024 NMC	0.00	42.00	
	401-030-2205		TRAVEL - EMPLOYEES		42.00	
1264	JARAMILLO, LINDA	08/20/2024	Regular	0.00	89.83	129936

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Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2024 ELECTION LJ	Invoice	08/20/2024	RETURN FROM BERNALILLO NM 2024 ELE	0.00	89.83	
	401-021-2205		TRAVEL - EMPLOYEES		89.83	
432	KAUFMANS WEST LLC	08/20/2024	Regular	0.00	3,367.22	129937
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9817V	Invoice	08/19/2024	Uniform Needs for Career Staff	0.00	3,367.22	
	416-083-2236		SUPPLIES - UNIFORMS		3,367.22	
VEN01287	MISTY WITT	08/20/2024	Regular	0.00	70.40	129938
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
NMC MW	Invoice	08/19/2024	RETURN FROM RUIDOSO NM PURCHASIN	0.00	70.40	
	401-055-2205		TRAVEL - EMPLOYEES		70.40	
5286	MOLLY'S CUSTOM SILVER	08/20/2024	Regular	0.00	4,306.90	129939
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024	Invoice	08/14/2024	Livestock Classic Belt Buckles	0.00	4,306.90	
	412-053-2246		SUPPLIES - BUCKLES		4,306.90	
4464	NM APPARATUS LLC	08/20/2024	Regular	0.00	2,441.90	129940
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2031	Invoice	08/14/2024	Oil Change FD2 TCFD	0.00	2,441.90	
	413-091-2201		MAINTENANCE & REPAIR		115.50	
	413-091-2201		MAINTENANCE & REPAIR		561.64	
	413-091-2201		MAINTENANCE & REPAIR		1,764.76	
5514	PERSONNEL EVALUATION INC.	08/20/2024	Regular	0.00	100.00	129941
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
52244	Invoice	08/14/2024	Personnel Eval Profiles (PEP)	0.00	25.00	
	911-080-2272		CONTRACT - PROFESSION		25.00	
52297	Invoice	08/14/2024	Personnel Eval Profiles (PEP)	0.00	25.00	
	911-080-2272		CONTRACT - PROFESSION		25.00	
52298	Invoice	08/14/2024	Personnel Eval Profiles (PEP)	0.00	25.00	
	911-080-2272		CONTRACT - PROFESSION		25.00	
52300	Invoice	08/14/2024	Personnel Eval Profiles (PEP)	0.00	25.00	
	911-080-2272		CONTRACT - PROFESSION		25.00	
VEN01112	QUICK MED CLAIMS LLC	08/20/2024	Regular	0.00	591.12	129942
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV37625	Invoice	08/14/2024	QMC Medical Billing Services Open PO FY	0.00	591.12	
	416-083-2271		CONTRACT - OTHER SERV		591.12	
215	RICH FORD SALES	08/20/2024	Regular	0.00	95.70	129943
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2050692/1	Invoice	08/19/2024	OIL CHANGE	0.00	95.70	
	401-040-2201		MAINTENANCE & REPAIR		40.59	
	401-040-2201		MAINTENANCE & REPAIR		7.17	
	401-040-2201		MAINTENANCE & REPAIR		1.95	
	401-040-2201		MAINTENANCE & REPAIR		45.99	
5257	ROMERO, JOANNA	08/20/2024	Regular	0.00	101.51	129944

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Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
NMC JR	Invoice	08/19/2024	RETURN FROM RUIDOSO NM FINANCE A	0.00	101.51	
	401-055-2205		TRAVEL - EMPLOYEES		101.51	
VEN01371	Saavedra, Kristin	08/20/2024	Regular	0.00	105.51	129945
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
NMC KS	Invoice	08/19/2024	RETURN FROM RUIDOSO NM FINANCE A	0.00	105.51	
	401-055-2205		TRAVEL - EMPLOYEES		105.51	
670	SEDILLO, TRACY	08/20/2024	Regular	0.00	37.20	129946
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
NMC TREASURER	Invoice	08/20/2024	RETURN FROM RUIDOSO NM NMC TREAS	0.00	37.20	
	401-010-2205		TRAVEL - EMPLOYEES		37.20	
5426	SENERGY PETROLEUM, LLC	08/20/2024	Regular	0.00	4,541.02	129947
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SEN-873049	Invoice	08/19/2024	Bulk Fuel and Oil	0.00	4,541.02	
	402-060-2202		SUPPLIES - VEHICLE FUEL		4,541.02	
3978	STAPLES BUSINESS ADVANTAGE	08/20/2024	Regular	0.00	81.93	129948
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6008534958	Invoice	08/19/2024	Supplies for TC Fair	0.00	81.93	
	412-053-2219		SUPPLIES - GENERAL OFFI		34.71	
	412-053-2219		SUPPLIES - GENERAL OFFI		47.22	
3978	STAPLES BUSINESS ADVANTAGE	08/20/2024	Regular	0.00	43.30	129949
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6008878187	Invoice	08/14/2024	Copy Paper	0.00	43.30	
	604-083-2219		SUPPLIES - GENERAL OFFI		43.30	
3978	STAPLES BUSINESS ADVANTAGE	08/20/2024	Regular	0.00	159.00	129950
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6009176201	Invoice	08/15/2024	Staples Advantage	0.00	159.00	
	911-080-2219		SUPPLIES - GENERAL OFFI		41.32	
	911-080-2219		SUPPLIES - GENERAL OFFI		65.88	
	911-080-2219		SUPPLIES - GENERAL OFFI		51.80	
5226	STURCHIO, RONALD	08/20/2024	Regular	0.00	100.00	129951
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07122024	Invoice	08/19/2024	Emergency Blood Draw	0.00	100.00	
	401-050-2272		CONTRACT - PROFESSION		100.00	
1887	TOBY'S DOORS INC.	08/20/2024	Regular	0.00	1,450.00	129952
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
20554	Invoice	08/14/2024	Repair Garage Door District 3	0.00	1,450.00	
	408-091-2215		MAINTENANCE & REPAIR		1,450.00	
5669	Unique Images, LLC	08/20/2024	Regular	0.00	765.00	129953

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Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
4953	Invoice	08/14/2024	Champion Banners	0.00	765.00	
	412-053-2235		SUPPLIES - AWARDS FOR		25.00	
	412-053-2235		SUPPLIES - AWARDS FOR		495.00	
	412-053-2235		SUPPLIES - AWARDS FOR		70.00	
	412-053-2235		SUPPLIES - AWARDS FOR		175.00	
3823	WITMER PUBLIC SAFETY GROUP	08/20/2024	Regular	0.00	1,938.27	129954
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV523731	Invoice	08/14/2024	Witmer Items District 5	0.00	1,938.27	
	405-091-2248		SUPPLIES - SAFETY		64.90	
	405-091-2248		SUPPLIES - SAFETY		1,497.37	
	405-091-2248		SUPPLIES - SAFETY		376.00	
3823	WITMER PUBLIC SAFETY GROUP	08/20/2024	Regular	0.00	76.00	129955
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV522424	Invoice	08/14/2024	Supplies District 2	0.00	76.00	
	406-091-2248		SUPPLIES - SAFETY		76.00	
3823	WITMER PUBLIC SAFETY GROUP	08/20/2024	Regular	0.00	400.00	129956
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV526053	Invoice	08/19/2024	Supplies District 2	0.00	400.00	
	406-091-2248		SUPPLIES - SAFETY		400.00	
3823	WITMER PUBLIC SAFETY GROUP	08/20/2024	Regular	0.00	26.65	129957
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV523762	Invoice	08/14/2024	Supplies District 2	0.00	26.65	
	406-091-2248		SUPPLIES - SAFETY		26.65	
329	WS DARLEY & CO	08/20/2024	Regular	0.00	378.37	129958
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
17536220	Invoice	08/19/2024	Supplies for District 2	0.00	378.37	
	406-091-2248		SUPPLIES - SAFETY		378.37	
329	WS DARLEY & CO	08/20/2024	Regular	0.00	715.00	129959
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
17536153	Invoice	08/14/2024	Adapters and Brackets District 5	0.00	715.00	
	405-091-2248		SUPPLIES - SAFETY		320.00	
	405-091-2248		SUPPLIES - SAFETY		395.00	
329	WS DARLEY & CO	08/20/2024	Regular	0.00	594.00	129960
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
17535908	Invoice	08/14/2024	Adapters and Brackets District 5	0.00	594.00	
	405-091-2248		SUPPLIES - SAFETY		430.00	
	405-091-2248		SUPPLIES - SAFETY		164.00	
419	AFLAC	08/21/2024	Regular	0.00	2,307.80	129961
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
999774	Invoice	08/21/2024	EMPLOYEE AFLAC PAYMENTS AUGUST 20	0.00	2,307.80	
	401-000-9001		Payroll Liabilities		2,307.80	
5450	AMAZON BUSINESS	08/21/2024	Regular	0.00	122.89	129962

Check Report

Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11MY-F141-1FPD	Invoice	08/20/2024	25	0.00	122.89	
	604-083-2219		SUPPLIES - GENERAL OFFI		122.89	
5450	AMAZON BUSINESS	08/21/2024	Regular	0.00	305.38	129963
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11J9-WHWQ-1KN	Invoice	08/21/2024	Assorted supplies for the department	0.00	305.38	
	401-082-2219		SUPPLIES - GENERAL OFFI		72.87	
	401-082-2219		SUPPLIES - GENERAL OFFI		39.59	
	401-082-2220		SUPPLIES - CLEANING		48.99	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		59.98	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		23.97	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		29.99	
	401-082-2223		SUPPLIES - KENNEL		29.99	
5450	AMAZON BUSINESS	08/21/2024	Regular	0.00	943.08	129964
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1JXH-9DK7-7RJE	Invoice	08/21/2024	Assorted supplies for the department	0.00	943.08	
	401-082-2219		SUPPLIES - GENERAL OFFI		41.96	
	401-082-2219		SUPPLIES - GENERAL OFFI		19.58	
	401-082-2219		SUPPLIES - GENERAL OFFI		95.52	
	401-082-2219		SUPPLIES - GENERAL OFFI		133.32	
	401-082-2219		SUPPLIES - GENERAL OFFI		7.99	
	401-082-2219		SUPPLIES - GENERAL OFFI		6.99	
	401-082-2219		SUPPLIES - GENERAL OFFI		5.99	
	401-082-2220		SUPPLIES - CLEANING		17.70	
	401-082-2220		SUPPLIES - CLEANING		39.19	
	401-082-2220		SUPPLIES - CLEANING		48.99	
	401-082-2220		SUPPLIES - CLEANING		68.59	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		29.99	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		89.97	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		81.45	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		19.99	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		14.59	
	401-082-2223		SUPPLIES - KENNEL		44.60	
	401-082-2223		SUPPLIES - KENNEL		66.57	
	401-082-2223		SUPPLIES - KENNEL		83.13	
	401-082-2223		SUPPLIES - KENNEL		26.97	
	Void	08/21/2024	Regular	0.00	0.00	129965
3391	CINTAS CORPORATION NO. 2	08/21/2024	Regular	0.00	666.84	129966
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5220133830	Invoice	08/21/2024	SAFETY CABINET SUPPLIES	0.00	222.06	
	911-080-2248		SUPPLIES - SAFETY		222.06	
5220133842	Invoice	08/21/2024	SAFETY SUPPLIES CABINET REFILL	0.00	444.78	
	600-006-2248		SUPPLIES - SAFETY		444.78	
VEN01324	Clear Channel	08/21/2024	Regular	0.00	3,663.47	129967
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
18388	Invoice	08/20/2024	BILLBOARD RENTAL	0.00	3,663.47	
	911-080-2221		PRINTING/PUBLISHING/A		213.47	
	911-080-2221		PRINTING/PUBLISHING/A		3,000.00	
	911-080-2221		PRINTING/PUBLISHING/A		450.00	
VEN01351	DIVERSE OFFICE SUPPLY	08/21/2024	Regular	0.00	262.99	129968

Check Report

Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
103511-00	Invoice	08/21/2024	Assorted supplies for department	0.00	262.99	
	401-082-2219		SUPPLIES - GENERAL OFFI		44.05	
	401-082-2219		SUPPLIES - GENERAL OFFI		33.15	
	401-082-2219		SUPPLIES - GENERAL OFFI		5.66	
	401-082-2219		SUPPLIES - GENERAL OFFI		11.46	
	401-082-2219		SUPPLIES - GENERAL OFFI		20.41	
	401-082-2220		SUPPLIES - CLEANING		108.96	
	401-082-2223		SUPPLIES - KENNEL		39.30	
156	EASTVIEW	08/21/2024	Regular	0.00	105.60	129969
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8-15-24	Invoice	08/21/2024	Welding, wiring and plumbing supplies.	0.00	105.60	
	402-060-2250		SUPPLIES - SHOP		105.60	
VEN01165	Healthfront P.C.	08/21/2024	Regular	0.00	1,500.00	129970
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2249	Invoice	08/20/2024	Medical Director Services Contract OpenP	0.00	1,500.00	
	416-083-2272		CONTRACT - PROFESSION		845.84	
	604-083-2272		CONTRACT - PROFESSION		8.33	
	911-080-2272		CONTRACT - PROFESSION		645.83	
4846	HORIZONS OF NEW MEXICO	08/21/2024	Regular	0.00	27.56	129971
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SINV041129	Invoice	08/21/2024	DOCUMENT DESTRUCTION SERVICE	0.00	27.56	
	401-040-2271		CONTRACT - OTHER SERV		27.56	
VEN01161	HSI Emergency Care Solutions, Inc	08/21/2024	Regular	0.00	257.00	129972
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2080777	Invoice	08/21/2024	CPR & AED Certification Cards	0.00	257.00	
	600-006-2248		SUPPLIES - SAFETY		257.00	
VEN01372	MARIA A RAMIREZ	08/21/2024	Regular	0.00	250.00	129973
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024	Invoice	08/20/2024	Damage deposit refund	0.00	250.00	
	401-055-2270		REFUNDS		250.00	
853	NM MUNICIPAL LEAGUE	08/21/2024	Regular	0.00	250.00	129974
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11.2024	Invoice	08/20/2024	2024 Annual Budget Conference	0.00	250.00	
	401-055-2266		EMPLOYEE TRAINING		250.00	
3859	PRUDENTIAL OVERALL SUPPLY	08/21/2024	Regular	0.00	287.87	129975
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450731892	Invoice	08/21/2024	Uniforms for Road Crew	0.00	287.87	
	402-060-2236		SUPPLIES - UNIFORMS		287.87	
3978	STAPLES BUSINESS ADVANTAGE	08/21/2024	Regular	0.00	67.68	129976

Check Report

Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
6006935744	Invoice	08/21/2024	Office supplies	0.00	67.68	
	401-008-2219		SUPPLIES - GENERAL OFFI		37.94	
	401-008-2219		SUPPLIES - GENERAL OFFI		29.74	
4288	TECHNICON TRAINING & CONSULTING	08/21/2024	Regular	0.00	405.00	129977
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
24-IT-03509	Invoice	08/20/2024	FTO Course for Deputy Long	0.00	405.00	
	410-050-2266		EMPLOYEE TRAINING		405.00	
VEN01358	THE EMBLEM AUTHORITY	08/21/2024	Regular	0.00	548.75	129978
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
46486	Invoice	08/19/2024	Fire Department Patches	0.00	548.75	
	413-091-2236		SUPPLIES - UNIFORMS		393.00	
	413-091-2236		SUPPLIES - UNIFORMS		155.75	
4123	THE HARVARD DRUG GROUP	08/21/2024	Regular	0.00	281.20	129979
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
7X6238	Invoice	08/21/2024	Syringes and needles	0.00	281.20	
	401-082-2223		SUPPLIES - KENNEL		97.60	
	401-082-2223		SUPPLIES - KENNEL		86.00	
	401-082-2223		SUPPLIES - KENNEL		97.60	
4840	TWO GUNZ CUSTOMZ & HYDROGRAPHICS	08/21/2024	Regular	0.00	3,022.25	129980
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2432	Invoice	08/21/2024	Repair Support Trailer District 2	0.00	3,022.25	
	406-091-2201		MAINTENANCE & REPAIR		3,022.25	
329	WS DARLEY & CO	08/21/2024	Regular	0.00	176.00	129981
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
17536235	Invoice	08/21/2024	Adapters and Brackets District 5	0.00	176.00	
	405-091-2248		SUPPLIES - SAFETY		176.00	
329	WS DARLEY & CO	08/21/2024	Regular	0.00	280.00	129982
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
17536470	Invoice	08/20/2024	Adapters and Brackets District 5	0.00	280.00	
	405-091-2248		SUPPLIES - SAFETY		280.00	
448	NM TAXATION & REVENUE	08/08/2024	Bank Draft	0.00	209.10	DFT0000933
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003818	Invoice	08/08/2024	State Tax	0.00	209.10	
	401-000-9001		Payroll Liabilities		209.10	
1656	INTERNAL REVENUE SERVICE	08/08/2024	Bank Draft	0.00	880.12	DFT0000934
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003819	Invoice	08/08/2024	Federal Tax	0.00	880.12	
	401-000-9001		Payroll Liabilities		741.86	
	401-000-9001		Payroll Liabilities		138.26	
5380	VOYA HOLDINGS, INC.	08/15/2024	Bank Draft	0.00	2,130.55	DFT0000935

Check Report

Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003855	Invoice	08/15/2024	Voya	0.00	2,130.55	
	401-000-9001	Payroll Liabilities	Voya		2,130.55	
233	PUBLIC EMPLOYEES RETIREMENT	08/15/2024	Bank Draft	0.00	54,875.29	DFT0000936
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003857	Invoice	08/15/2024	PERA Retirement	0.00	54,875.29	
	401-000-9001	Payroll Liabilities	PERA Retirement		11,277.06	
	401-000-9001	Payroll Liabilities	PERA Retirement		33,109.56	
	401-000-9001	Payroll Liabilities	PERA PICKUP		7,992.62	
	401-000-9001	Payroll Liabilities	PERA PICKUP LAW		2,496.05	
448	NM TAXATION & REVENUE	08/15/2024	Bank Draft	0.00	7,452.99	DFT0000937
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003858	Invoice	08/15/2024	State Tax	0.00	7,452.99	
	401-000-9001	Payroll Liabilities	State Tax		7,452.99	
1656	INTERNAL REVENUE SERVICE	08/15/2024	Bank Draft	0.00	47,704.34	DFT0000938
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003859	Invoice	08/15/2024	Federal Tax	0.00	47,704.34	
	401-000-9001	Payroll Liabilities	Federal Tax		15,945.46	
	401-000-9001	Payroll Liabilities	Medicare Taxes		6,937.74	
	401-000-9001	Payroll Liabilities	FICA Tax		24,821.14	
1656	INTERNAL REVENUE SERVICE	08/13/2024	Bank Draft	0.00	0.26	DFT0000939
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003860	Invoice	08/13/2024	Federal Tax	0.00	0.26	
	401-000-9001	Payroll Liabilities	Medicare Taxes		0.04	
	401-000-9001	Payroll Liabilities	FICA Tax		0.22	
233	PUBLIC EMPLOYEES RETIREMENT	08/14/2024	Bank Draft	0.00	288.12	DFT0000941
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003862	Invoice	08/14/2024	PERA Retirement	0.00	288.12	
	401-000-9001	Payroll Liabilities	PERA Retirement		235.91	
	401-000-9001	Payroll Liabilities	PERA PICKUP LAW		52.21	
448	NM TAXATION & REVENUE	08/14/2024	Bank Draft	0.00	35.34	DFT0000942
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003863	Invoice	08/14/2024	State Tax	0.00	35.34	
	401-000-9001	Payroll Liabilities	State Tax		35.34	
1656	INTERNAL REVENUE SERVICE	08/14/2024	Bank Draft	0.00	107.46	DFT0000943
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003864	Invoice	08/14/2024	Federal Tax	0.00	107.46	
	401-000-9001	Payroll Liabilities	Medicare Taxes		20.92	
	401-000-9001	Payroll Liabilities	Federal Tax		86.54	
233	PUBLIC EMPLOYEES RETIREMENT	08/15/2024	Bank Draft	0.00	389.27	DFT0000944

Check Report

Date Range: 08/08/2024 - 08/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003872	Invoice	08/15/2024	PERA Retirement	0.00	389.27	
	401-000-9001		Payroll Liabilities		313.57	
	401-000-9001		Payroll Liabilities		75.70	
448	NM TAXATION & REVENUE	08/15/2024	Bank Draft	0.00	76.76	DFT0000945
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003873	Invoice	08/15/2024	State Tax	0.00	76.76	
	401-000-9001		Payroll Liabilities		76.76	
1656	INTERNAL REVENUE SERVICE	08/15/2024	Bank Draft	0.00	487.92	DFT0000946
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003874	Invoice	08/15/2024	Federal Tax	0.00	487.92	
	401-000-9001		Payroll Liabilities		256.28	
	401-000-9001		Payroll Liabilities		171.70	
	401-000-9001		Payroll Liabilities		59.94	

Bank Code Main Checking Summary

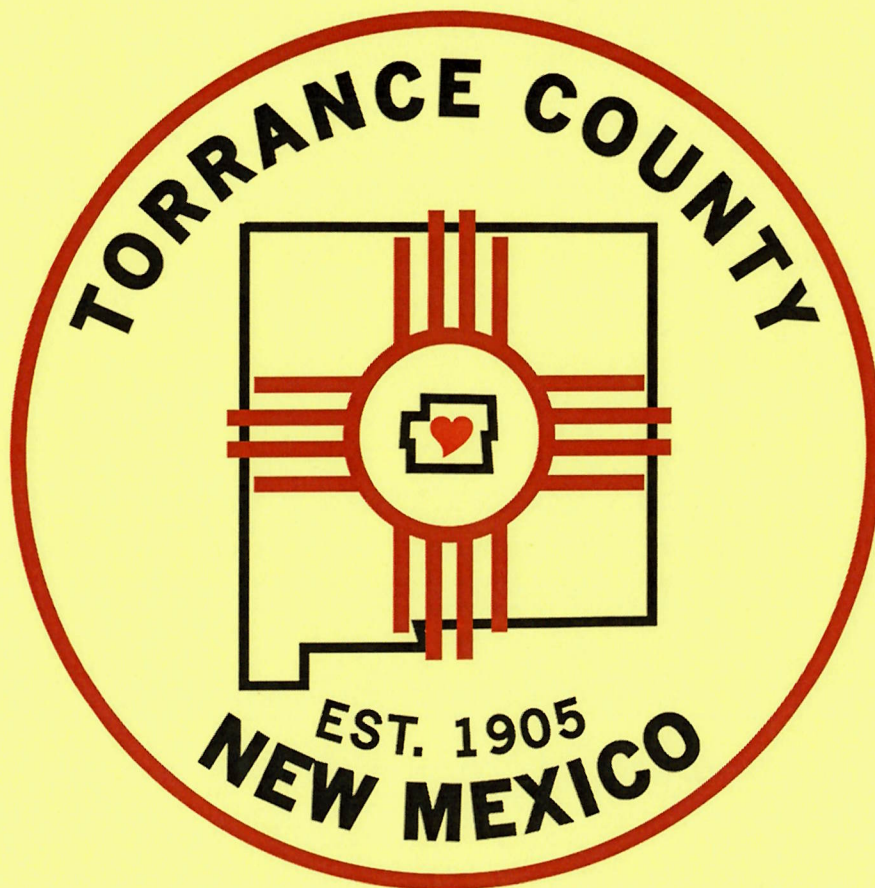
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	202	152	0.00	187,699.72
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-2,349.02
Bank Drafts	13	13	0.00	114,637.52
EFT's	5	4	0.00	48,690.78
	220	172	0.00	348,679.00

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	202	152	0.00	187,699.72
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-2,349.02
Bank Drafts	13	13	0.00	114,637.52
EFT's	5	4	0.00	48,690.78
	220	172	0.00	348,679.00

Fund Summary

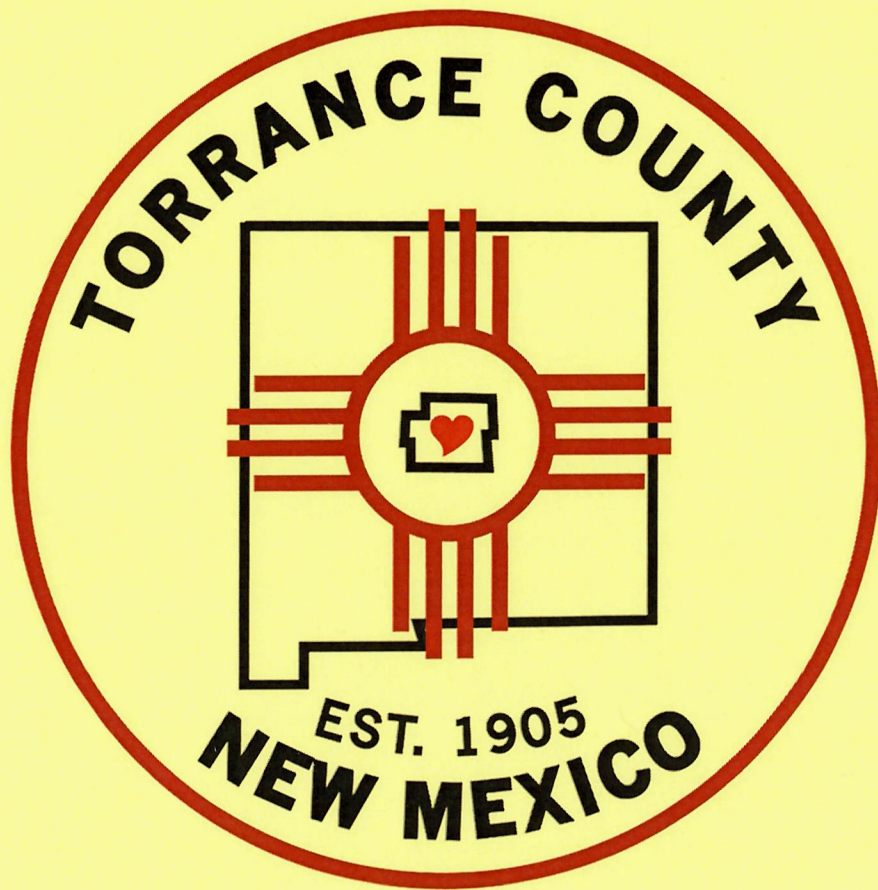
Fund	Name	Period	Amount
999	Pooled Cash	8/2024	348,679.00
			348,679.00



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 10



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 11 A



TORRANCE COUNTY
RESOLUTION NO. R 2024-_____

**A RESOLUTION AUTHORIZING THE ASSIGNMENT
OF AUTHORIZED OFFICER(S) AND AGENT(S)**

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

WHEREAS, the Agreement is identified as Project Number SAP 24-I2482-GF, and

WHEREAS, Ryan Schwebach, or successor is authorized to sign the Grant Agreement for this project, and

WHEREAS, Tracy Sedillo, Interim County Manager and Misty Witt, Finance Director, or successor is the OFFICAL REPRESENTATIVE(S) who are authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements), and

WHEREAS, Amanda Lujan, Grants Administrator, or successor is the Capital Projects Monitoring System (CPMS) and project contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

WHEREAS, Amanda Lujan, Grants Administrator, or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

NOW, THEREFORE BE IT RESOLVED:

DONE THIS 28 DAY OF AUGUST, 2024.

1
2
3 **APPROVED AS TO FORM ONLY: BOARD OF COUNTY COMMISSIONERS**

4
5
6 Michael I. Garcia, County Attorney

Ryan Schwebach, Chair, District 2

7 Date: _____

8
9 Kevin McCall, Vice Chair, District 1

10
11
12 Samuel D. Schropp, Member, District 3

13
14 **ATTEST:**

15
16 Linda Jaramillo, County Clerk

17
18 Date: _____

**STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
TORRANCE CO FIRE STN WATER SYS IMPROVE
SAP 24-I2482-GF**

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

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 128 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

SAP 24-I2482-GF \$125,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 128, One Hundred Twenty Five Thousand Dollars, (\$125,000.00), from the General Fund to plan, design, construct, purchase and install water collection and storage systems for the fire department in McIntosh in Torrance county;

The Grantee's total reimbursements shall not exceed One Hundred Twenty Five Thousand Dollars, \$125,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, One Hundred Twenty Five Thousand Dollars, \$125,000.00 (the "Adjusted Appropriation Amount").

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

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

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

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

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

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

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

NMED Program Administrator
NMENV-cpbsap@state.nm.us

505-670-3418
505-670-3615

NMED Project Manager

Name: Brandon Kalinowski

Email: brandon.kalinowski@env.nm.gov

Telephone: 505-670-3571

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

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination.

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

B. Early Termination Before Reversion Date Due to Non-appropriation

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not

obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

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

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or
- (ii) No more than twenty (20) days from date of Early Termination; or
- (iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

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

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

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

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

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the SO CENTRAL SWA may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the SO CENTRAL SWA] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any);
- and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

Authorization Page
TORRANCE CO FIRE STN WATER SYS IMPROVE SAP 24-I2482-GF

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

GRANTEE

Entity Name

Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

Date

New Mexico Environment Department

Judith L. Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

Exhibit 1 – Request for Payment
Not for NMED use. NMED Disbursement Form is below.

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

I. Grantee Information <small>(Make sure information is complete & accurate)</small> A. Grantee: _____ B. Address: _____ <small>(Complete Mailing, including Suite, if applicable)</small> _____ <small>City, State, Zip</small> C. Contact Name/Phone #: _____ D. Grant No: _____ E. Project Title: _____ F. Grant Expiration Date: _____	II. Payment Computation A. Payment Request No. _____ B. Grant Amount: <u>\$ 0.00</u> C. AIPP Amount (If Applicable): <u>\$ 0.00</u> D. Funds Requested to Date: <u>\$ 0.00</u> E. Amount Requested this Payment: <u>\$ 0.00</u> F. Reversion Amount (If Applicable): <u>\$ 0.00</u> G. Grant Balance: <u>\$ 0.00</u> H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB <small>(attach wire if first draw)</small> I. <input type="checkbox"/> Final Request for Payment (If Applicable)
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III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer or Fiscal Agent (if applicable)	Grantee Representative
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code:	Fund No.:	Loo No.:
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I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer	Division Project Manager
Date	Date

September 2014

Exhibit 2 – Notice of Obligation
Not for NMED Use, Contact Project Manager

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Official Representative: _____ Signature

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

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

Department Rep. Approver: _____

Title: _____ Project Manager

Signature: _____

Date: _____

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

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
TORRANCE CO FIRE STN WATER SYS IMPROVE - SAP 24-I2482-GF

Payment Request No. _____

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

Official Representative, Signed Name, Printed Name, Date

Rev. May 2024

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
NMED DISBURSEMENT REQUEST
SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY

C. DISBURSEMENT REQUEST NUMBER

B. PROJECT NUMBER

D. GRANT AMOUNT

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00		
Other Professional	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Service Fees	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Inspection Fees	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Property Acquisition	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Construction Cost	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Planning Cost	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Equipment	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Other Costs (specify)	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Contingencies	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.

☐

Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.

☐

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative: X	Typed or Printed Name:	Phone:	Date:
--	------------------------	--------	-------

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution Number

Whereas, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as Project Number SAP 24-12482-GF

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

(Name), Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

(Authorized Office Name), (Authorized Officer Title), (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and to act as the project contact, and

(Designated Agent or Employee Name), (Title), or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

(Designated Agen or Employee Name, (Title), (may have more than one) or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

(Signature)

Date

(SEAL)

ATTEST:

(Municipal Clerk)

Name of Grantee: TORRANCE CO Project Number: SAP 24-I2482-GF

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

Authorized to Sign Agreement			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Notice of Obligations (NOO's)			
Name		Name	
Title		Title	
Signature	No Signature Required	Signature	No Signature Required
Address		Address	
Email		Email	
Phone		Phone	

**ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY**

ARTICLE 1 REVIEW

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

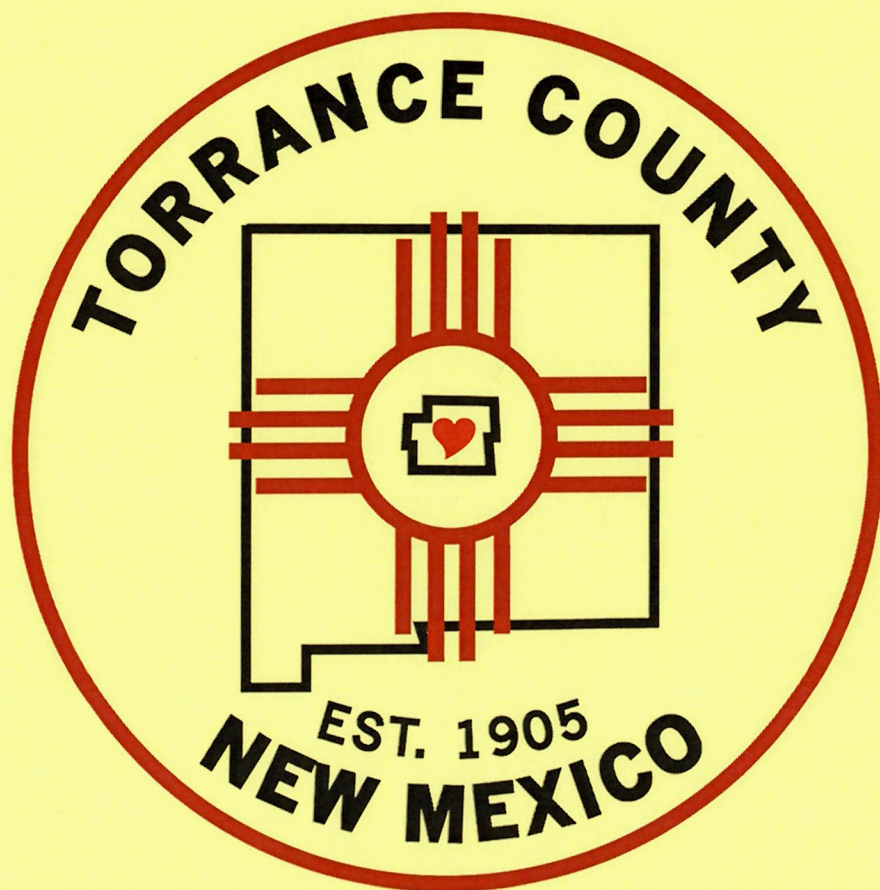
- A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.
- B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.
- C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.
- D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.
- E. All daily construction inspection reports shall be made available to the NMED upon request.
- F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

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

ARTICLE 3 CLOSEOUT

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



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 11 B



TORRANCE COUNTY
RESOLUTION NO. R 2024-

**A RESOLUTION AUTHORIZING THE ASSIGNMENT
OF AUTHORIZED OFFICER(S) AND AGENT(S)**

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

WHEREAS, the Agreement is identified as Project Number SAP 24-I2479-GF, and

WHEREAS, Ryan Schwebach, or successor is authorized to sign the Grant Agreement for this project, and

WHEREAS, Tracy Sedillo, Interim County Manager and Misty Witt, Finance Director, or successor is the OFFICAL REPRESENTATIVE(S) who are authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements), and

WHEREAS, Amanda Lujan, Grants Administrator, or successor is the Capital Projects Monitoring System (CPMS) and project contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

WHEREAS, Amanda Lujan, Grants Administrator, or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

NOW, THEREFORE BE IT RESOLVED:

DONE THIS 28 DAY OF AUGUST, 2024.

1
2
3 **APPROVED AS TO FORM ONLY:**

BOARD OF COUNTY COMMISSIONERS

4
5 _____
6 Michael I. Garcia, County Attorney

Ryan Schwebach, Chair, District 2

7 Date: _____

8
9 _____
Kevin McCall, Vice Chair, District 1

10
11 _____
12 Samuel D. Schropp, Member, District 3
13

14 **ATTEST:**

15 _____
16 Linda Jaramillo, County Clerk

17
18 Date: _____
19

**STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
TORRANCE CO WATER SYS UPGRADE CONSTRUCT
SAP 24-I2479-GF**

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

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 125 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

SAP 24-I2479-GF \$100,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 125, One Hundred Thousand Dollars, (\$100,000.00), from the General Fund to plan, design and construct water system improvements for Duran in Torrance county;

The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars, \$100,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, One Hundred Thousand Dollars, \$100,000.00 (the "Adjusted Appropriation Amount").

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

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

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

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

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

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

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

NMED Program Administrator
NMENV-cpbsap@state.nm.us

505-670-3418
505-670-3615

NMED Project Manager

Name: Brandon Kalinowski

Email: brandon.kalinowski@env.nm.gov

Telephone: 505-670-3571

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

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination.

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

B. Early Termination Before Reversion Date Due to Non-appropriation

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not

obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

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

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or
- (ii) No more than twenty (20) days from date of Early Termination; or
- (iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

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

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the SO CENTRAL SWA may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the SO CENTRAL SWA] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any);
- and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

Authorization Page
TORRANCE CO WATER SYS UPGRADE CONSTRUCT SAP 24-12479-GF

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

GRANTEE

Entity Name

Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

Date

New Mexico Environment Department

Judith L. Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

Exhibit 1 – Request for Payment
Not for NMED use. NMED Disbursement Form is below.

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

I. Grantee Information (Make sure information is complete & accurate)	II. Payment Computation
A. Grantee: _____	A. Payment Request No. _____
B. Address: _____ <small>(Complete Mailing, including Suite, if applicable)</small>	B. Grant Amount: \$ 0.00
C. City, State, Zip _____	C. AIPP Amount (If Applicable): \$ 0.00
D. Contact Name/Phone #: _____	D. Funds Requested to Date: \$ 0.00
E. Grant No: _____	E. Amount Requested this Payment: \$ 0.00
F. Project Title: _____	F. Reversion Amount (If Applicable): \$ 0.00
G. Grant Expiration Date: _____	G. Grant Balance: \$ 0.00
	H. <input type="checkbox"/> GF <input type="checkbox"/> GOS <input type="checkbox"/> STB (attach wire if first draw)
	I. <input type="checkbox"/> Final Request for Payment (If Applicable)

III. Fiscal Year:	2024 (July 1, 2023-June 30, 2024)
<small>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</small>	

IV. <input type="checkbox"/>	Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.
V. <input type="checkbox"/>	Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer or Fiscal Agent (if applicable)	Grantee Representative
Printed Name _____	Printed Name _____
Date: _____	Date: _____

(State Agency Use Only)		
Vendor Code: _____	Fund No.: _____	Line No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer	Date	Division Project Manager	Date
-------------------------	------	--------------------------	------

September 2014

Exhibit 2 – Notice of Obligation

Not for NMED Use, Contact Project Manager

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Official Representative: _____ Signature

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

The Total Amount of all Notices of Obligation to Date: \$ 0.00

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

Department Rep. Approved: _____

Title: Project Manager

Signature: _____

Date: _____

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

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
TORRANCE CO WATER SYS UPGRADE CONSTRUCT - SAP 24-I2479-GF

Payment Request No _____

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

Official Representative, Signed Name, Printed Name, Date

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
NMED DISBURSEMENT REQUEST
SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY

B. PROJECT NUMBER

C. DISBURSEMENT REQUEST NUMBER

D. GRANT AMOUNT

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00		
Other Professional	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Service Fees	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Inspection Fees	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Property Acquisition	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Construction Cost	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Planning Cost	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Equipment	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Other Costs (specify)	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
Contingencies	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00		
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.

☐

Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.

☐

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:

Typed or Printed Name:

Phone:

Date:

X

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution Number

Whereas, the **Board of Directors / Council / Commission** of **Community / Utility** of **County Name** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 24-12479-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

(Name), Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

(Authorized Office Name), (Authorized Officer Title), (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and to act as the project contact, and

(Designated Agent or Employee Name), (Title), or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

(Designated Agen or Employee Name, (Title), (may have more than one) or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

(Signature)

Date

(SEAL)

ATTEST:

(Municipal Clerk)

Name of Grantee: TORRANCE CO Project Number: SAP 24-I2479-GF

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

Authorized to Sign Agreement			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Notice of Obligations (NOO's)			
Name		Name	
Title		Title	
Signature	No Signature Required	Signature	No Signature Required
Address		Address	
Email		Email	
Phone		Phone	

**ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY**

ARTICLE 1 REVIEW

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

- A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.
- B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.
- C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.
- D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.
- E. All daily construction inspection reports shall be made available to the NMED upon request.
- F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

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

ARTICLE 3 **CLOSEOUT**

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



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 11 C

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

RECIPIENT:

Torrance County

<u>APPROPRIATION NUMBER:</u>	<u>ALLOCATION AMOUNT:</u>	<u>REVERSION DATE:</u>
24-ZI5036-56	\$ 1,312,500.00	June 30, 2025

ALLOCATION PURPOSE

One million three hundred twelve thousand and five hundred dollars and zero cents over three years to be utilized in accordance with the provisions of HB2 to hire full time firefighter and emergency medical technician positions. The first allocation will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed over a three-year period, contingent upon amendment to HB2 during the next legislative session. Specifically, disbursements will occur as follows 100% up to \$750,000 the first year, 50% up to \$375,000 the second year, and 25% up to \$187,500 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended by June 30, 2025; the second 50% disbursement will be made in July 2025 to be expended by June 30th, 2026; and the last disbursement of 25% will be made in July 2026 to be expended by June 30, 2027. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

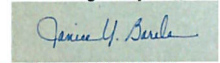
The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Firefighter/EMT Recruitment Report, providing updates on the hiring of officer positions.

CERTIFICATION

I hereby certify that **Torrance County**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

Local Fire Department Agency



Authorized Local Governing Body Authority

Date

8/12/2024

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 24-ZI5036-56 in the amount of \$750,000.

Jeannette Gallegos
Interim Director, Local Government Division

Date

REIMBURSING AGENCY: Department of Finance and Administration

Revised 06/25/2024

Business Unit: 341

STATE OF NEW MEXICO
Firefighter/EMT Recruitment Fund
Report Form
Exhibit A

<https://forms.office.com/g/4Gzf2tDgPb>

Allocation Recipient:	
Appropriation Number:	
Quarter Number:	

Name	Date of Hire	Title of Position	Salary Paid (\$) during quarter	Benefits Paid (\$) during quarter
Total Amount of Appropriation Funds Expended:			Total: \$	Total: \$

Add extra lines as applicable.

Narrative: (Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 A

Proposed Communications Deputy Director

The benefits of this position are as follows:

1. Provides continuity of business within the Dispatch Center when a Communications Director leaves employment.
2. Provides support to the Director for all administrative duties to include purchase requisitions, invoicing, budget, staffing, scheduling, and training.
3. Provides long-term stability in the event the Director must be on extended medical leave.
4. Follows the same organizational hierarchy of other County Departments with a Department Head and Deputy or Assistant.

Total Cost to budget:

Annual Salary	FICA	PERA	RHC	Health Ins	Worker's Comp	Total
\$ 63,440	\$ 4,853	\$ 10,059	\$ 1,269	\$ 15,000	\$ 10	\$ 94,631

Proposed Administrative Assistant II

The benefits of this position are as follows:

1. Provides support to the Director for some administrative duties to include purchase requisitions and invoicing.

Total Cost to budget:

Annual Salary	FICA	PERA	RHC	Health Ins	Worker's Comp	Total
\$ 4,160	\$ 318	\$ 660	\$ 83	\$ 0	\$ 0	\$ 5,221

Funding for either position is available within the 911 Communications fund. The budget is adequate to sustain the position in future budgets.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 B

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between Torrance County ("County"), and the City of Moriarty (together with the County, the "Parties") for the purpose of providing Emergency 911 ("E-911 ") communications and dispatch services to the Parties.

WHEREAS, the County has been providing E-911 communication and dispatch services to the Parties through the Torrance County Dispatch and Communications Center ("Dispatch"); and

WHEREAS, the Parties have been operating under a previously executed Agreement ("JPA") pursuant to NMSA 1978, Section 11-1-1 et seq., Joint Powers Agreements, establishing the Torrance County Emergency Communications District ("District"); and

WHEREAS, the purpose of the District was to provide emergency and dispatch services to law enforcement, EMS, and fire agencies in Torrance County; and

WHEREAS, the Parties recognize that an effective Dispatch Center is critical to meeting their obligations to provide emergency services to the residents of their respective jurisdictions; and

WHEREAS, the County has been experiencing staffing shortages to provide E-911 communications and dispatch services to the Parties through the Torrance County Dispatch and Communications Center ("Dispatch"); and

WHEREAS, the Parties wish to enter into this MOU to ensure the efficient and effective delivery of Dispatch services for the purpose of providing for the health, safety and welfare of the citizens of the County and all of its municipal residents.

NOW THEREFORE, the Parties agree as follows:

1. GENERAL PROVISIONS

The Parties agree that Dispatch is a division of the County, operated by County employees, at a County facility, utilizing County assets. The Parties agree that this MOU in no way obligates the County to provide emergency services other than Dispatch services in any jurisdiction other than unincorporated Torrance County.

2. DISPATCH SERVICES

Upon execution of this MOU, the City of Moriarty agrees to allow officers of their Municipality on a voluntary and as needed basis to provide dispatching emergency services in Torrance County and all respective jurisdictions of the Parties to this MOU.

3. FEE FOR SERVICE

Fees for providing Dispatch services to the County shall be as outlined in Schedule A provided by the City of Moriarty. The County will provide the City of Moriarty a purchase order monthly for Dispatch services. The City of Moriarty will invoice the County for hours providing Dispatch services to the County on a monthly basis, per the quoted fees on Schedule A.

4. PAYMENT

Service Fees shall be paid monthly and shall be due on the first day of the month following the month for which the service was provided.

5. TERMINATION

Any Party's participation in this MOU may be terminated by written notice from such Party to the County at least sixty (60) days prior to the effective date of the termination notice; provided however, that no funds shall be refunded to the withdrawing Party. This MOU shall terminate, in its entirety, at the end of the sixty (60) days' notice as provided in Section 22 if either 1) the County is the Party providing such termination notice to the other Parties or 2) all of the other Parties (excluding the County) have provided such termination notice to the County. Nothing in this MOU shall prevent the Parties from leaving individually or as a group.

6. AMENDMENT

This MOU may be amended by the Parties from time to time, but any amendment shall be by instrument in writing and executed by all of the Parties hereto, excluding any individual Parties that may have previously withdrawn from this MOU as provided in Section 5.

7. EFFECTIVE DATE

This MOU shall be in full force and effect upon execution of this MOU by all of the Parties. This MOU shall remain in effect for twelve (12) months from the date of execution. Torrance County reserves the right to automatically renew this MOU for up to three (3) additional one (1) year terms unless otherwise provided for in Section 5.

8. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts which shall be effective as if all signatures were affixed to one original document.

9. SINGULAR AND PLURAL

Wherever appropriate in this MOUS as it relates to the terms Party and Parties, a singular term shall be construed to mean the plural, and a plural term shall be construed to mean the singular.

10. APPROPRIATIONS

The terms of this MOU are contingent upon sufficient appropriations and authorization being made by the Parties for the performance of this MOU. If sufficient appropriations and authorization are not made by one or more of the Parties, this MOU will remain in effect as it relates to the other Parties unless it is 1) the County that does not make sufficient appropriations or authorization or 2) all of the other Parties (excluding the County) do not make sufficient appropriation or authorization. In this instance, the MOU will terminate upon notice as provided in Sections 5 and 22, provided however, that no funds shall be refunded to the withdrawing Party(ies), and the withdrawing Party(ies) shall be responsible

for paying its part during that 60-day notice period. Nothing in this MOU shall prevent the Parties from making this decision either individually or as a group. A Party's decision as to whether sufficient appropriations are available shall be accepted by the other Parties and shall be final.

11. ASSIGNMENT

The Parties shall not assign or transfer any interest in this MOU or assign any claims for money due or to become due under this MOU.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Parties in the performance of this MOU shall be kept confidential and shall not be made available to any individual or organization by the Parties to the extent provided for in the Inspection of Public Records Act, NMSA 1978, Section 14-2-1 et seq.

13. EQUAL OPPORTUNITY COMPLIANCE AND WORKERS COMPENSATION

The Parties agree to abide by all federal, state and county laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, the Parties assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this MOU. If any Party is found not to be in compliance with these requirements during the life of this MOU, that Party agrees to take appropriate steps to correct these deficiencies. The Parties agree to comply with NM state laws and rules applicable to workers compensation benefits for its employees.

14. APPLICABLE LAW

In any action, suit or legal dispute arising from this MOU, the Parties agree that the laws of the State of New Mexico shall govern, without giving effect to the choice of law principles thereof or any canon, custom, or rule of law requiring construction against the drafter, and that venue will lie in the Seventh Judicial District Court in Torrance County. By execution of this MOU, the Parties acknowledge and agree to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this MOU.

15. INVALID TERM OR CONDITION

If any term or condition of this MOU shall be held invalid or unenforceable, the remainder of this MOU shall not be affected and shall be valid and enforceable.

16. ENFORCEMENT OF AGREEMENT

A Party's failure to require strict performance of any provision of this MOU shall not waive or diminish a Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this MOU shall be

effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

17. AUTHORITY

If a Party is other than a natural person, the individual(s) signing this MOU on behalf of that Party represents and warrants that he or she has the power and authority to bind that Party, and that no further action, resolution, or approval from that Party is necessary to enter into this binding MOU.

18. FORCE MAJEURE

A Party shall be excused from performance under this MOU for any period that the Party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the Party has prudently and promptly acted to take any and all steps that are within the Party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

19. MEDIATION

In the event a dispute arises as to the rights and obligations among the Parties hereto, the Parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The Parties agree to evenly split the costs of any such mediation services. The Parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed upon a mediator within twenty (20) days of written notice to the other(s) regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties, and the Parties shall utilize a striking process until a mediator is agreed upon.

20. COOPERATION

All Parties hereto will fully cooperate with the other Parties and their respective counsel, accountant, employees, officers, servants, subcontractors, and agents in connection with any contractual responsibilities under this MOU.

21. LIABILITY INSURANCE

The Parties agree to maintain in full force throughout the duration of this MOU a liability insurance policy that complies with the minimum coverage(s) set by NM state.

22. NOTICES

Any notice required to be given to any Party by this MOU shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: County Manager // PO Box 48// Estancia, NM 87016 .
To the City of Moriarty:

IN WITNESS WHEREOF, each of the Parties have caused this MOU to be executed and delivered by its duly authorized representatives as of the date specified below,

Moriarty

Date: _____

Torrance County

Date: _____

SCHEDULE A

Sergeant: \$53.01 per hour

Officer: \$48.03 per hour

Officer: \$46.84 per hour

Officer: \$45.70 per hour

Applicable payroll taxes will be added in addition to hourly rates listed above



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 C



Quote

Torrance County Fire Department (copy)

Torrance County Fire Department

205 South 9th Street, 48
Estancia, NM 87016
United States

Tablet Command, Inc.

822 Hartz Way
Suite 235
Danville, CA 94526
United States

Felicia Mahan

fmahan@tcnm.us
505-985-0138

Sales Person:

Thom Woodward
thom@tabletcommand.com
877-998-2639

Quote created: July 8, 2024

Quote expires: August 31, 2024

Total **\$2,995.00**

Products & Services

DESCRIPTION	QUANTITY	UNIT PRICE	DISCOUNT	AMOUNT
Tablet Command Basic Enterprise License, three (3) Tablet Command End User Licenses, Onboarding and Account Set Up	1	\$2,995.00 / year		\$2,995.00 / year for 1 year
SUMMARY				
Annual subtotal				\$2,995.00

Total	\$2,995.00
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Comments

Purchase terms

Net 30

Tablet Command Service Agreement



This Agreement ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between **Tablet Command, Inc.**, (the "**Company**"), and _____ or "**Customer**"). Company and Customer shall be individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

Whereas, an important value of the Customer is to operate a strong, sustainable, reliable, shared notification, response, and incident management system.

Whereas, the Customer believes that a common or shared notification, response, and incident management will produce a more reliable and standardized operational picture and benefit response personnel as a whole.

Whereas, the Customer recognizes that the following will improve safety on the emergency scene:

- Timely and accurate incident notification
- Comprehensive and accurate mapping and routing
- Access to agency map data through Esri ARC GIS Online
- Shared incident view by all users
- Transfer of command
- Standardized command and control
- Agency specified incident templates and checklists
- Time stamped record of all actions on the emergency scene
- Improved after-action analysis with time-stamped documentation
- Improved accountability.

Whereas, both Parties recognize that a relationship described herein may be mutually beneficial.

Now therefore, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Services.** During the Term Company will provide the following "**Services**": Services account activation, including CAD integration and testing, account configuration, mobile device authentication, integration to third party solutions (staffing, pre-planning, etc.) as outlined in the quote(s) provided, initial training and orientation, access to the Tablet Command services and applications for Authorized Users, and ongoing customer support.

2. **Customer Obligations, Representations and Warranties.**

- a. Customer users ("**Authorized Users**") will be required to agree via a click-through agreement to the terms of the Apple Standard End User License Agreement ("**EULA**"), the content of which is available at <https://www.apple.com/legal/internet-services/itunes/dev/stdeula>. The terms of this Agreement and the EULA are binding on the Customer and each Authorized User. In the event of a conflict between the terms of this Agreement and the EULA, the terms of this Agreement shall control.

- b. In connection with the provision of the Services to Customer, Customer agrees to direct incident data to <https://api.tabletcommand.com>.
- c. Customer will not use the Services, or any of the content obtained from the Services, for any purpose that is unlawful or prohibited by this Agreement.

3. ***License Grants and Restrictions.***

- a. ***License Right.*** Company grants Customer a revocable, non-exclusive, non-transferrable, non-assignable limited right to install and use the Services on a computer or device controlled by an Authorized User (each a “Device”), and to access and use the Services on such Device strictly in accordance with the terms and conditions of this Agreement for the purpose of assisting users in managing their human resources and apparatus during an emergency.
- b. ***Restrictions.*** Customer shall not: (i) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Services; (ii) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Services; (iii) violate any applicable laws, rules or regulations in connection with your access or use of the Services; or (iv) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Company or its affiliates, partners, suppliers or the licensors of the Services or otherwise obscure or modify the any manner in which the material is displayed by means of the Services.
- c. ***License to Company.*** Customer grants Company an irrevocable, royalty-free, fully paid-up right to view, record and analyze your use of the Services, including but not limited to technical information about the Devices (including Device UUID), computer, physical location, system and application software, and peripherals.
- d. ***Restricted Use of the Services.*** The Services are not a substitute for sound fire management techniques and practices in emergency situations. The Services are not intended to be used, and shall not be used, by any Authorized User, to protect or be used as a resource, tool, application or otherwise for fire safety or rescue on behalf of the public, Customer employees or any third-party. Customer agrees not to use, access, sell, resell, or offer for any commercial purposes, any portion of the Services.
- e. ***General Practices Regarding Use and Storage.***
 - i. The Company may establish general practices and limits concerning use of the Services. Customer and its Authorized Users will use the Services in compliance with all applicable international, state, federal and local laws and in accordance with the terms of this Agreement. No Authorized User may access or use the Services for any purpose other than that for which the Company makes it available. Without limiting any other remedies, the Company may suspend or terminate any Authorized User account if the Company suspects that an Authorized User has engaged in unlawful or prohibited activity in connection with the Services. The Company acknowledges and understands that certain portions of the Services may require and utilize phone service, data access or text messaging capability.
 - ii. The Company may terminate an Authorized User's account in its absolute discretion and for any reason. The is especially likely to terminate for reasons that include, but are not limited to, the following: (1) violation of this Agreement; (2) use of the Services in a manner inconsistent with the license right set forth above; (3) an Authorized User's request for such

termination; or (4) as required by law, regulation, court or governing agency order. The Company's termination of any Authorized User's access to the Services may be affected without notice and, on such termination, the Company may immediately deactivate or delete such Authorized User's account and/or prohibit any further access to files or data from such account. The Company shall not be liable to the Customer, any Authorized User or any other third party for any termination of an Authorized User's access or account hereunder. In addition, an Authorized User's request for termination will result in deactivation but not necessarily deletion of the account.

- f. The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

4. **Fees.** Company shall provide the Services and the Services in consideration for the fees set forth in the quote(s) provided to and approved by the Customer. Each such quote shall be attached hereto as an Exhibit A. Company will issue periodic invoices and Customer agrees to pay such amounts within thirty (30) days of receipt. Any invoices that remain unpaid more than thirty (30) days past their due date shall incur interest at the rate equal to the lower of 15% per year or the maximum rate allowed by applicable law.

5. **Term.** The term of this Agreement will begin on the Effective Date and will continue until one year from the Effective Date. This Agreement shall renew automatically for additional one-year terms upon each anniversary of the Effective Date unless either party provides notice for non-renewal at least ninety (90) days prior to the end of the then-current term.

6. **Confidentiality and Data Security.**

- a. **"Confidential Information"** means any non-public information that relates to Company or Customer, as applicable, including without limitation, the terms and conditions of this Agreement, technical data, know-how, trade secrets, product plans, markets, services offerings, customer lists and customers, software, research and developments, inventions, processes, formulas, designs, drawings, hardware configurations or finances. Confidential Information does not include information that (i) is known to either Party at the time of disclosure as evidenced by written records, (ii) has become publicly known and made generally available through no wrongful act of the receiving Party or (iii) has been rightfully received by a Party from a third party who is authorized to make such disclosure.
- b. **Nonuse and Nondisclosure.** Neither Party will during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose other than the performance of this Agreement or (ii) disclose Confidential Information to any third party. Confidential Information will remain the sole property of the disclosing Party. Each Party agrees to take all reasonable precautions to prevent any unauthorized disclosure or use of such Confidential Information.

- c. **Permitted Disclosure.** Notwithstanding the restrictions on use and disclosure of Confidential Information in 6.b, a Party may disclose Confidential Information as necessary to comply with a legal demand or obligation (e.g., subpoena, civil investigative demand) so long as such Party provides at least five (5) business days prior written notice of such disclosure to the other Party (to the extent legally permitted) and any assistance reasonably requested by the other Party to contest or limit the disclosure. Company acknowledges and understands that the Customer is a public agency subject to the disclosure requirements of the California Public Records Act, Government Code section 7920.000 et seq. ("CPRA"). If the Customer receives a request for information or records that Company may consider Confidential (e.g., proprietary information), the Customer will provide notice to Company pursuant to this section prior to disclosure. If Company contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it may obtain a protective order, injunctive relief or other appropriate remedy from a court of law in the appropriate jurisdiction before the Customer is required to respond to the CPRA request.
 - d. **Remedies.** In addition to the procedures for a CPRA request specified in Section 6.c above, if a Party discloses or uses (or threatens to disclose or use) Confidential Information, the Party whose Confidential Information is or may be disclosed or used will have the right, in addition to any other remedies under this Agreement, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that other available legal remedies are inadequate.
7. **Ownership.** The Parties agree that all copyrights, moral rights, notes, records, drawings, designs, inventions, improvements, developments, discoveries, computer programs (e.g. source code, object code, listings), work-in-progress, deliverables, drawings, designs, logos, images, trademarks, and trade secrets conceived, discovered, developed or reduced to practice by Company (collectively, "**Inventions**"), solely or in collaboration with others, are the sole property of Company, except the extent of any Customer Confidential Information.
8. **Indemnity; Disclaimer; Limitations of Liability.**
- a. **Indemnification by Customer.** The Customer shall indemnify, defend and hold harmless the Company, and its affiliates and their respective officers, employees and agents, from any and all claims, demands, damages, costs, and liabilities including reasonable attorneys' fees, due to or arising out of Customer's or any Authorized User's acts or omissions arising out of the use of the Services; or any breach of this Agreement.
 - b. **Indemnification by Company.** The Company agrees to indemnify, defend, and hold Customer harmless from and against any and all third party claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Customer, arising out of a claim that the Services infringe or misappropriate any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right (an "**Infringement Claim**"). In the event that the Company is enjoined from delivering either preliminary or permanently, or continuing to license to Customer, the Services and such injunction is not dissolved within thirty (30) days, or in the event that Customer is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any

patent, copyright, trade secret, trademark, or other proprietary right in the use of the Services, then the Company may, at its expense and option: (a) obtain for Customer the right to continue using the Services; (b) replace or modify the Services so that it does not infringe upon or misappropriate such proprietary right and is free to be delivered to and used by Customer; or, (c) in the event that the Company is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, the Company shall reimburse to Customer the unused portion of the fees paid for the Services.

- c. **Indemnification Procedures.** Promptly after receipt by Customer of a threat of any Infringement Claim, or a notice of the commencement, or filing of any Infringement Claim against Customer, Customer shall give notice thereof to the Company, provided that failure to give or delay in giving such notice to the Company shall not relieve the Company of any liability it may have to Customer except to the extent that the Company demonstrates that the defense of such action is prejudiced thereby. Customer shall not independently defend or respond to any such claim; provided, however, that Customer shall have the right, at its own expense, to monitor the Company's defense of any such claim. The Company shall have sole control of the defense and of all negotiations for settlement of such action. At the Company's request, Customer shall cooperate with the Company in defending or settling any such action; provided, however, that the Company shall reimburse Customer for all reasonable out-of-pocket costs incurred by Customer (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.
- d. **DISCLAIMER.** EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES AND INDEMNITIES, EXPRESS OR IMPLIED, IN THE PROVISION OF SERVICES HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. THE CUSTOMER'S AND EACH AUTHORIZED USER'S USE OF THE SERVICES IS AT THEIR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SPECIFICALLY, THE COMPANY MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS AND (ii) ANY AUTHORIZED USER ACCESS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. EXCLUDING ONLY DAMAGES ARISING OUT OF THE COMPANY'S WILLFUL MISCONDUCT, THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM THE CUSTOMER'S OR ANY AUTHORIZED USER'S USE OR INABILITY TO USE ANY SERVICES OR SERVICES THEREON. SCHEDULED AND PREVENTIVE MAINTENANCE AS WELL AS REQUIRED AND EMERGENCY MAINTENANCE WORK MAY TEMPORARILY INTERRUPT SERVICES OR ACCESS TO THE SERVICES. THE COMPANY IS NOT RESPONSIBLE FOR CUSTOMER'S OR ANY AUTHORIZED USER'S USE OF THE SERVICES OR THE DECISIONS AND INCIDENT MANAGEMENT OF THE CUSTOMER OR ANY OF ITS AUTHORIZED USERS.

- e. ***LIMITATION OF LIABILITY.*** In no event shall the company's total cumulative liability to the customer, any authorized user or any other party under this agreement, arising out of the use of the Services or otherwise exceed \$50.00. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to the company. The disclaimers of warranty and limitations of liability apply, without limitation, to any damages or injury caused by the failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of or use of any asset, whether arising out of breach of contract, tortious behavior, negligence or any other course of action by the company. Any claim or cause of action arising out of or related to use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

9. ***Privacy Compliance.***

- a. ***Personal Information Defined.*** "Personal Information" for purposes of this section means information that the Company processes on Customer's behalf that identifies, relates to, describes, or is reasonably capable of being associated with or linked to a particular identifiable person or household and includes, without limitation, "personal information" as defined by the California Consumer Privacy Act of 2018, as amended, and as defined by the Personal Information Protection and Electronic Documents Act (Canada). For avoidance of doubt and not limitation, de-identified or aggregated information that is no longer reasonably capable of being associated with or linked to a particular identifiable person or household ("**Anonymized Information**"), will not be deemed Personal Information even if such information was derived from Personal Information. The Company may use and disclose Anonymized Information without limitation or restriction.
- b. ***Restrictions on Use.*** Unless specifically directed or authorized by Customer, the Company will not (i) sell or share (for cross-context behavioral advertising purposes) Personal Information; (ii) retain, use, or disclose Personal Information for any purpose other than the specific purpose of performing the services contemplated by this Agreement, including retaining, using, or disclosing Personal Information for a commercial purpose other than providing the services contemplated by this Agreement; (iii) retain, use, or disclose Personal Information outside of the direct business relationship between the parties; or (iv) combine the Customer's Personal Information with Personal Information the Company processes on behalf of third parties or itself to the extent prohibited by applicable privacy and data security laws. Notwithstanding the foregoing, the Company may retain, use, or disclose Personal Information as reasonably necessary to fulfill or demonstrate compliance with its legal obligations.
- c. ***Consent for Use.*** The Customer will provide all notices and obtain all consents required by applicable laws and regulations for the Company to process Personal Information in connection with the Services and services contemplated by this Agreement including, without limitation, the Company's transfer to and processing of Personal Information in the United States of America, Canada, and Australia. The Customer and each Authorized User will use the Services in compliance with all applicable laws and regulations.

- d. **Data Security.** The Company will implement reasonable administrative, technical, and physical safeguards to protect Personal Information in its control from unauthorized or unlawful access, disclosure, or use. Without limiting the generality of the foregoing, the Company will (i) encrypt all Personal Information while in transit from/to the Customer or a third party designated by the Customer to/from the Company via SSL 256 bit AES encryption or equivalent; (ii) store Personal Information on server(s) located in SSAE 16 certified data center(s); and (iii) not disclose Personal Information to third-party subcontractors unless such subcontractors have entered into a written agreement with the Company imposing privacy, data security, and confidentiality obligations on such subcontractors no less stringent than those imposed on the Company in this Agreement. The Customer gives consent to the Company's use of subcontractors to process Personal Information on the Customer's behalf so long as the foregoing criteria are satisfied, and the Customer waives any right it may have under applicable privacy and data security laws to receive notice of the Company's appointment or removal of any subcontractor. The Customer will not knowingly introduce, or negligently permit to be introduced, into the Company's computer systems, databases, hardware, or software, any virus, malware, ransomware, or other contaminants (including, but not limited to, codes, commands, instructions, devices, techniques, bugs, or flaw) that may be used to access, alter, delete, threaten, infect, damage, disable, or inhibit our full use of the Company's computer systems, databases, hardware, or software.
- e. **Cooperation.** The Company will reasonably cooperate with Customer, at the Customer's cost, (i) in response to data subject requests for access, correction, deletion, or to exercise any other right provided by applicable laws and regulations to the use of such data subject's Personal Information and (ii) in response to the Customer's requests for assistance in connection with a data protection impact assessment, risk assessment, or similar analysis required by applicable privacy and data security laws. In the event the Company receives a data subject request relating to Personal Information, the Company will notify such data subject that it is unable to respond to the request without authorization from the Customer and will direct such data subject to contact the Customer directly to make the request.
- f. **User IDs.** The Customer will use best efforts to protect the confidentiality of user IDs, passwords, and other access credentials used by the Customer, or Customer's employees, agents, representatives, and Authorized Users' to access any of the services provided by the Company. The Customer will provide prompt notice to the Company of any actual or suspected compromised user IDs, passwords, or other access credentials.
- g. **Notice of Noncompliance.** The Company will provide notice to the Customer if the Company determines it can no longer process your Personal Information in compliance with this Agreement or applicable privacy and data security laws. The Customer may, at Customer's cost and upon at least thirty (30) days prior written notice to the Company, take reasonable and appropriate steps to mitigate the Company's processing of Personal Information that is not in compliance with this Agreement or applicable privacy and data security laws.
- h. **Audit.** No more than once per twelve-month period, at the Customer's cost, the Customer or its designee may audit the Company's data security and privacy practices related to Personal Information. The Customer will provide at least thirty (30) days' prior written notice of its intent to conduct such audit and will reasonably

cooperate with the Company to minimize disruption to the Company's day-to-day business operations as a result of such audit.

- i. **Personal Information Retention.** Upon termination of the Customer's account, the Company will return or destroy, at the Customer's option, the Personal Information the Company processes on the Customer's behalf. Notwithstanding the foregoing, if return of such Personal Information is impractical, the Company may destroy such Personal Information. Further notwithstanding the foregoing, the Company may retain such Personal Information (i) stored in an archive or backup system until such Personal Information is deleted from such system in the normal course of the Company's business and (ii) as reasonably necessary to fulfill or demonstrate compliance with its legal obligations or to defend or pursue a legal claim.
- j. **Opt-In Data Disclosures.** From time-to-time the Company may make available features or integrations that permit Customer to make certain data, which may include Personal Information, available to other Company customers or to third parties. If Customer opts-in to the use of such features or integrations, Customer authorizes Company to make Customer's data available as explained during the opt-in process. Customer agrees that company will have no liability to Customer related to data disclosed to other Company customers or third parties in connection with such features or integrations. Customer may withdraw its consent at any time by providing written notice to Company at the address for notice listed below, or via an email message sent to support@tabletcommand.com.
- k. **AVL Data.** The Company is hereby authorized to share Automatic Vehicle Location ("AVL") data with other Company customers. Customer acknowledges and agrees that Company will have no liability to Customer related to AVL data shared with other Company customers. Company acknowledges and agrees that Customer retains the ability to opt out of participation in this AVL data sharing agreement at any time by providing written notice to Company at the address for notice listed below, or via an email message sent to support@tabletcommand.com.

10. **Insurance.** The Company will maintain in force during the term the insurance coverages as set forth on Exhibit B.

11. **Records.** The Company will maintain complete and accurate records in accordance with its then-current policies.

12. **Miscellaneous.**

- a. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California without regard to California's conflicts of law rules. The Parties agree that the exclusive venue for any dispute arising hereunder shall be the federal or state located in the City and County of San Francisco, California and the parties waive any objection to personal jurisdiction or venue in any forum located in that county.
- b. **Assignability.** This Agreement may not be assigned by Customer, including by operation of law, without the prior written consent of the Company. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, executors and administrators.

- c. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous written and oral agreements between the Parties regarding the subject matter of this Agreement. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by the Parties hereto.
- d. **Publicity.** Each party may issue press releases or otherwise publicly reference the other in advertising and marketing (such as Internet, TV, radio and print) including the use of quotations from key staff, pictures, and videos.
- e. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- f. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The parties agree that they will accept signature by electronic transmission in portable document format (PDF) in lieu of original signatures and that the Agreement and any amendments hereto or quotes entered pursuant to this Agreement will have the same binding and enforceable effect with electronic PDF signatures as they would have with original signatures.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above. The authorized representatives of the parties have signed this Agreement as of the Effective Date.

Customer	Tablet Command, Inc.
By:	By:
Name:	Name: William Pigeon
Title:	Title: CEO
Address for Notice:	Address for Notice: Tablet Command, Inc. 1212 Broadway Plaza, Ste 2100 Walnut Creek, California 9459

EXHIBIT A
FORM QUOTE

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of the Agreement, the Company will maintain in force no less than the insurance coverages set forth as follows:

General Liability

General Aggregate:	\$4,000,000
Each Occurrence:	\$2,000,000
Products/Completed Operations Aggregate:	\$4,000,000
Personal & Advertising Injury:	\$4,000,000
Damage to Rented Premises:	\$250,000
Medical Expenses (Any one person):	\$10,000

Automobile Liability

Hired/Non-Owned:	\$4,000,000
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Errors & Omissions

General Aggregate:	\$4,000,000
Per Claim:	\$2,000,000
Per Occurrence:	\$2,000,000

Cyber Liability

General Aggregate:	\$4,000,000
Each Occurrence:	\$2,000,000



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 D

NEW MEXICO
MEMORANDUM OF UNDERSTANDING
OFFICE OF THE SECRETARY OF STATE
AND
TORRANCE COUNTY

This **MEMORANDUM OF UNDERSTANDING** ("Agreement" or "MOU") is entered into by and between the Office of the Secretary of State ("Office" or "Agency") and Torrance County ("County"), (collectively, "the Parties") as of the last date of execution by the Parties below.

RECITALS

WHEREAS, the General Election ("Election") is to be held statewide on November 5th, 2024; and

WHEREAS, the Agency, as required under the New Mexico Election Code, is responsible to pay eligible costs of the Election, including reasonable costs incurred by each County Clerk; (§1-11-19 Costs of Elections; Election Fund); and

WHEREAS, the Agency has been appropriated funds from the New Mexico State Legislature to pay for the cost of conducting and/or administering a Statewide Election; and

WHEREAS, it is in the interest of both Parties for the Office to sub-grant appropriated funds to each County prior to a given Election with the intent of such funds to cover the costs of running an Election.

AGREEMENT

THEREFORE, the Parties agree that this MOU is entered expressly and solely for the purpose of providing state-appropriated funds to Torrance County to cover the costs of conducting and administering the General Election.

1. RESPONSIBILITIES

The Office shall:

- A. Issue to Torrance County a warrant drawn through the New Mexico Department of Finance and Administration (DFA) at least ninety (90) days prior to Election Day in the amount of sixty thousand (\$60,000.00) for projected costs that the Parties agree will be incurred in the administration of the General Election.

The County shall:

- A. Finalize and sign this MOU at least sixty (60) days prior to Election Day.
- B. Use the appropriated funds in accordance with the New Mexico Election Code and in compliance with the reimbursable expenses outlined in Appendix A of this Agreement.
- C. Provide to the Office, no later than forty-five (45) days following Election Day, a full accounting of expenses incurred during the Election and provide to the Office all invoices, receipts, and copies of warrants paid by the county during the cycle.

- D. Return any unused funds to the Office upon completion of election-related activity no later than forty-five (45) days following Election Day.

2. ADDITIONAL REIMBURSEMENTS

If Election costs incurred to a County exceed the initial amount provided through this MOU, the County may request reimbursement no later than forty-five (45) days after Election Day using a prescribed form provided by the Office with a description detailing the additional costs and their relevance to the Election. Additional costs are not guaranteed to be reimbursed but shall be reimbursed by the Office if such costs are deemed to be eligible expenses and if funds are available.

3. INELIGIBLE EXPENSES

The Office shall not reimburse ineligible expenses under any circumstance. The Office shall conduct an internal review of all expenditures under this MOU and utilize historical expenditure data to verify year-over-year trends to determine eligibility of expenses and their applicability to the items listed in Appendix A.

All work is expected to be complete on or before Election Day; in no case shall work extend beyond Election Day with the exception of a potential recount. If any funds remain after the completion of the Election, such funds must be returned to the Office forty-five (45) days following Election Day.

4. TERM

This Agreement shall become effective upon the final signature affixed to this Agreement and shall remain in effect until its expiration forty-five (45) days following Election Day, unless terminated pursuant to Article 7.

5. RESPONSIBILITIES

- A. **Records.** The County shall maintain all fiscal records detailing expenditures under this MOU and follow Generally Accepted Accounting Principles (GAAP), and account for all receipts and disbursements of funds transferred to the County pursuant to this MOU.
- B. **MOU Execution.** Should a MOU between the Parties fail to be finalized sixty (60) days prior to Election Day, the County shall only be reimbursed for eligible expenses as outlined in 1.10.36 NMAC and will only be reimbursed upon finalization of an executed MOU.
- C. **Reporting.** Each County shall file a report of expenditures with the Office no later than forty-five (45) days after Election Day for accounting. The report shall include a completed expenditure form provided by the Office with a description detailing the costs and their relevance to the Election. Counties shall return any unused funds via physical check made out to the Office of the Secretary of State no later than forty-five (45) days after Election Day. If a County does not file expenditure reports by the deadline established in Section A of 1.10.36.10 NMAC, the County shall not be reimbursed for additional requests until the expenditure report is filed and funds become available for reimbursement.

6. LIABILITY

Each Party shall be solely responsible for liabilities due to its own violation or alleged violation of requirements applicable to the performance of the MOU. Neither Party shall be responsible for the other Party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

7. TERMINATION

Either Party may terminate this Agreement for cause or convenience by giving notice in writing to the other Party within thirty (30) days of intended termination.

8. AMENDMENT

This MOU shall not be altered, changed, or amended except by a written instrument duly executed by both Parties. Any amendments shall be made in writing and shall be agreed to and executed by the respective signatories before becoming effective.

9. CONTACTS

The parties will send written notice when needed to the following individuals:

To the Office:

Justin P. O'Shea
Chief Financial Officer
New Mexico Office of the Secretary of State
325 Don Gaspar Ave, Suite 300
Santa Fe, NM 87501
justin.oshea@sos.nm.gov
505.827.3615

To the County:

Linda Jaramillo
Torrance County Clerk
Torrance County
P.O. Box 767
Estancia, NM 87016
Ljaramillo@tcnm.us
505.544.4369

10. MISCELLANEOUS PROVISIONS

- A. **Compliance with Laws.** The laws of the State of New Mexico will govern this MOU. The Parties shall comply with all federal and State laws, regulations, and rules applicable to the performance of this MOU and the duties hereunder.
- B. **Subsequent Terms.** This MOU supersedes and replaces all previous oral or written agreements between the Parties relating to the subject matter hereof. Furthermore, this MOU contains the entire agreement and understanding between the Parties relating to the subject matter.
- C. **Appropriations.** The terms of this MOU are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico.
- D. **Property.** The parties understand and agree that property, if any, acquired as a result of this Agreement shall be the property of the County.

In witness whereof, this Agreement is duly executed upon the date of the last signature affixed and dated:

Maggie Toulouse Oliver, Secretary of State
Office of the Secretary of State

Date

Peter Auh, General Counsel
Office of the Secretary of State

Date

Linda Jaramillo, County Clerk or Designee
County of Torrance

Date

Ryan Schwebach, Chairman
County of Torrance

Date

Michael I. Garcia, County Attorney
County of Torrance

Date

APPENDIX A

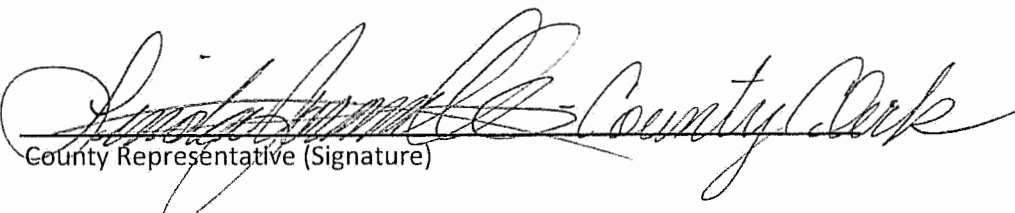
DESCRIPTION	STATUTORY REQUIREMENT	RELEVANT STATUTE(S)	REASONABLY INCLUDES:
Poll Workers (Election Boards; Absentee, Early and Election Day)	Each election board shall consist of a minimum of three judges (required); one presiding judge and two election judges. Election clerks can also be appointed to assist the presiding judge and election judges.	1-2-12 & 1-9-5(C), 1-2- 4, 1-2-5, 1-2- 16, 1-2-17 NMSA 1978	For all polling locations, no fewer than three judges are required to administer the election. In the case of Voter Convenience Centers (VCCs), a minimum of two ballot-on-demand stations are required per site; counties will need to plan accordingly to ensure adequate staffing to operate these systems.
Registration Officers (Same Day Registration)	During a statewide the county clerk's office or alternate voting location if the clerk has assigned an authorized deputy to serve as a registration officer at the alternate voting location.	1-4-5.7 (D), NMSA 1978	The cost of one authorized registration officer, per polling location (that is offering SDR), per day.
Interpreters	In those polling places designated by the secretary of state as being subject to the provisions of the 1975 amendments to the federal Voting Rights Act of 1965, oral assistance shall be made available to assist language minority voters who cannot read sufficiently well to exercise the elective franchise. As used in the Election Code, "language minority" means a person who is an American Indian or of Spanish heritage and "inability to read well enough to exercise the elective franchise" means inability to read the languages in which the ballot is printed or the inability to understand instructions for operating the voting machine.	1-2-19, NMSA 1978	Assisting voters who speak a language that is unwritten; precincts identified as "Native American Precincts" through the Native American Election Information Program.
Messengers	The county clerk may appoint messengers to deliver ballot boxes, poll books, keys, election supplies and other materials pertaining to the election. Messengers may also be authorized to collect absentee ballots and removable media storage devices from polling places designated by the county clerk. and deliver them to locations.	1-2-20, NMSA 1978	Individuals appointed by the clerk to serve as messengers, who comply with the requirements outlined in 1-2-20.
Election Publications	Election board standby list: Not less than twenty-one days prior to the date for appointing members of election boards, the county clerk shall publish a notice once in a newspaper of general circulation to the effect that election boards are to be appointed for the specified number of precincts, stating the number of persons composing each board and that applications for the standby list will be accepted at the county clerk's office. Notice of election: The notice of election shall be published at least once, not more than twenty-one nor less than seven days before election day. The notice of election shall be published in a legal newspaper as provided in Section 14-11-2, NMSA 1978. If no legal newspaper is published in the	1-2-9 & 1-11-3(A), NMSA 1978	Publication of the election board standby list and notice of election.

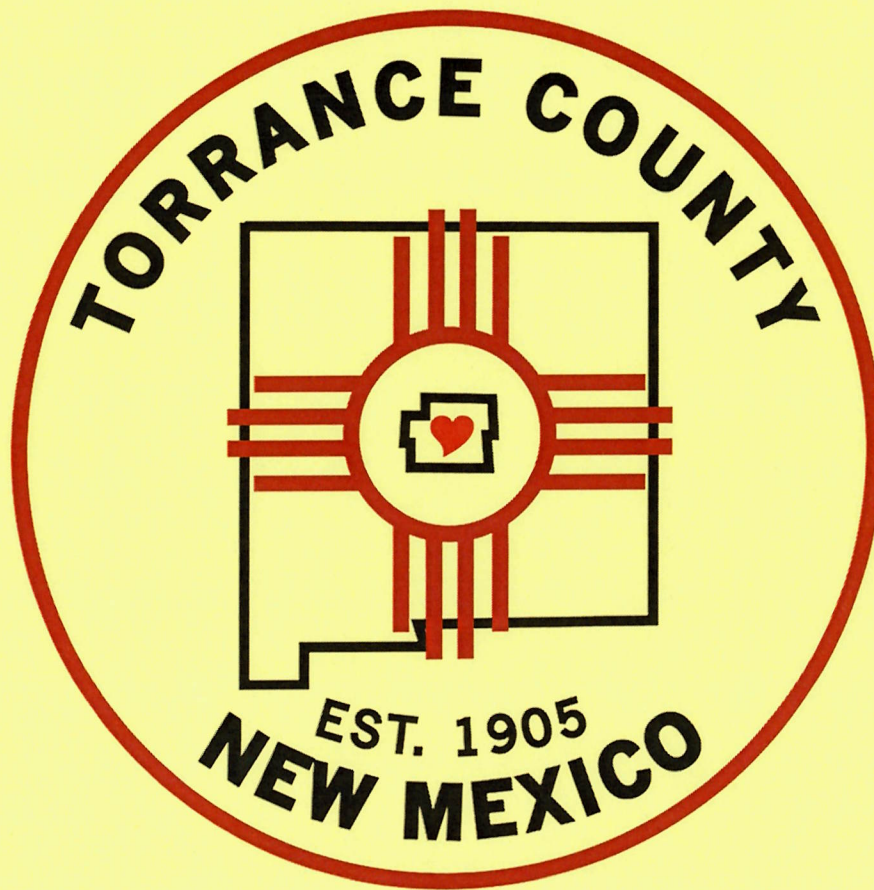
	<p>county, the notice of election shall be published in a legal newspaper of general circulation in the county. The notice of election shall be printed in English and Spanish. The notice of election shall be broadcast on a radio station in the appropriate Native American languages in those counties affected by the federal Voting Rights Act of 1965, as amended.</p>		
Polling Place Signage & Building Requirements	<p>The location of each polling place within a building shall be clearly designated by appropriate signs, displayed prominently and clearly. Signs for each polling place shall be clearly displayed outside the building where polling takes place.</p>	1-3-18(A), 1-22-19, NMSA 1978	Appropriate signage and materials used to clearly and prominently display where polling is taking place.
Postage	<p>The Secretary of State shall deposit sufficient funds in the business reply mail account for each county clerk to ensure delivery of all mailed ballot applications and returned mailed ballots.</p> <p>The clerk shall determine the most reasonable expedited means of delivery for a ballot and balloting materials for a federal qualified elector who does not request secured electronic transmission.</p>	1-6-8(A)(2); 1-6B-5(E)(2); 1-6B-7(D); & 1-6C-6C NMSA 1978	Postage for absentee ballots (outbound) and returned mail ballots (inbound).
Tabulator Delivery	<p>The county clerk shall be responsible for transporting all voting systems to and from polling places. A reasonable fee may be charged by the county for the transportation and programming of the voting systems when used pursuant to Section 1-9-6, NMSA 1978, but in no case shall such fee exceed the actual cost to the county. Voting machines shall be delivered to the assigned precinct polling place at least three days before the polls are required to be opened. The election supplies and the keys of voting machines shall be delivered to the presiding judge at least one hour before the polls are required to be opened.</p>	1-9-12(A)(E) & 1-11-11(A), NMSA 1978	Transport of voting systems to and from polling locations.
Office Supplies (for the Election)	Supplies needed for the administration of the election.	1-11-19(A)(2), NMSA 1978	Consumable office supplies required to conduct the election and post-election canvass including paper, ballot marking pens, pencils, paperclips, staples, canvas bags for ballot boxes, etc.
"Other"	N/A	N/A	Temporary election support staff <i>and/or</i> overtime (OT) for county employees, provided the OT is incurred during the conduct and administration of the Election.

Table 1: Schedule of Cost Eligibility

NEW MEXICO OFFICE OF THE SECRETARY OF STATE
REPORTING FORM

2024 PRIMARY ELECTION EXPENDITURE SUMMARY			
COUNTY:		TORRANCE	
DATE:		5/15/24	
COMPLETED BY (PRINT):		Linda Jaramillo	
CONTACT INFORMATION:		505-234-9803	ljaramillo@tcnm.us
		<small>NAME</small>	<small>PHONE</small>
ITEM	DESCRIPTION	AMOUNT	COMMENTS/NOTES
1	Poll Workers/Election Board	\$ 43,825.50	
2	Registration Officers <i>(Same Day Registration)</i>	\$ 5,254.55	
3	Language Interpreters		
4	Election Publication(s)	\$ 1,500.00	
5	Tabulator Delivery	\$ 2,830.00	
6	Postage <i>(if applicable)</i>		
7	Office Supplies <i>(if applicable)</i>		
8	Messengers/Couriers <i>(if applicable)</i>	\$ 405.00	
9	Polling Place Signage & Building Requirements <i>(if applicable)</i>		
10	Other <i>(provide brief summary)</i>	\$ 1,500.00	Aes-Mifi
11	Recount Costs <i>(if applicable)</i>	\$ 60.00	
TOTAL AMOUNT SPENT		\$ 55,375.05	
ORIGINAL MOU AMOUNT		\$ 50,000.00	
AMOUNT DUE TO SOS <i>(if positive/green)</i>			
AMOUNT DUE TO COUNTY <i>(if negative/red)</i>		\$ (5,375.05)	


 County Representative (Signature)



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 E



Unauthorized/Non-Conforming Purchase Notice

Date: 8-21-2024

Department: Road Dept

Employee: _____

Purchase Amount: 1551.03

Date of Purchase: 4-30-24

Vendor: Wagner

Explanation of purchase and why prior authorization was not received or why purchase was non-conforming (invoices and documentation must be attached to this notice):

We are on a service contract with Wagner. With the amount of equipment that is being serviced almost daily one of the invoices did not get sent out. At the end of the fiscal year Joanna R. and I both contacted the company for any outstanding invoices. She pays the leases, and I pay the the invoices for the service contract and other items ordered for equipment. They sent a statement, this invoice was not on it. At the first of August of this year we got another statement with this invoice stated as unpaid. I searched Tyler and found no payment. I asked for the Invoice and they sent it to me. It now needs to be paid.

Charmen Padilla

Department Head Signature

For Finance Use Only

Purchase reviewed by Finance? ☒ Yes ☐ No

Date reviewed: 8/21/24

Initials: VP

Line Item: 402-060-2244

Funds available in budget?

☒ Yes

☐ No

Procurement Code followed? ☒ Yes

☐ No

TC Policy followed

☒ Yes

☐ No

Payment ☐ Approved ☐ Denied

Commission Signature

Date



P.O. Box 17620
Denver, CO 80217-0620

INVOICE

INVOICE NUMBER: S10W0921650
Invoice Date: 06/21/24

DUE 07/10/24 \$1551.03

Bill To:

TORRANCE MANAGEMENT OFFICE
COUNTY ROAD DIVISION
PO BOX 48
ESTANCIA NM 87016-0048

Make AA Model 120M2 AWD
Serial # 0M9H00517
Equipment # G8
Machine ID # M450095 Meter Reading 3240.0
Ship VIA

Ship To:

34.799630, -106.052030

TO VIEW & PAY ONLINE GO TO		WAGNEREQUIPMENT.BILLTRUST.COM		ENROLLMENT TOKEN		ZMQ HRF RMB			
Customer #	PO #	PSO/WO #	PC LC MC	INV. SEQ. NO	Doc Date	Salesman	Division	Store	Terms
88034	24-00329	AK54009	10 10 1G	418875	04/30/24	435	G	10	2
Quantity		Item		Description		Unit Price		Extension	

CUSTOMER AGENT: LEONARD LUJAN

** TIME IS CALCULATED AS FOLLOWS:

STATE PRICING AGREEMENT: 31-00000-22-00009

VENDOR NUMBER: 0000045306 (BA)

FIELD LABOR \$198.00

TROUBLESHOOT ENGINE

OVERHEATING COMPLAINT

INSTALLED CAT ET FOUND THAT THE COOLANT TEMP

SENSOR WAS READING ABOVE CORRECT TEMPERATURE TEST

WIRING EVERYTHING TESTED FINE. ORDERED NEW SENSOR

TO REPLACE DUE TO THE OHMS RESISTANCE OF THE

SENSOR WAS TOO HIGH.

LBR 198.00 *

SEGMENT 1A TOTAL 198.00 T

REPLACE WATER TEMPERATURE SENSOR

REMOVE COOLANT TEMP SENSOR INSTALLED NEW COOLANT

TEMP SENSOR TOPPED OFF COOLANT SYSTEM TESTED

If you're not completely satisfied please call 1-833-954-3116 or email us at customerexperience@wagnerequipment.com

Go Paperless Receive statements and invoices online 24/7 Register at www.wagnerequipment.com/gopaperless

CONT'D

Page 1 of 3

WE APPRECIATE YOUR BUSINESS. Your business is important to us and we strive to be your dealership of choice. If we did not meet your expectations, please call 303.739.3000

Terms of Payment: Cash customer - Payment due on date of invoice. Total amount due the 10th day of month following invoice date. Finance charge of 1.50% per month (annual percentage rate of 18%) will be charged on past due invoices. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Freight Terms: All parts purchased are f.o.b. source and incoming freight will be charged from source. Please refer to your parts sales order for the parts return policy details.

Wagner Equipment Co. hires EEO/AA/Minorities/Women/Disabled Veterans

It is Wagner's goal to safeguard and protect against fraud. Please do not change payment instructions without verbally confirming the change with a representative of Wagner Equipment Co. Following Wagner's payment instructions can help ensure payments are safely received. When in doubt please call Wagner Equipment Co. at 1-877-654-1237 and ask for the Credit Department.

Aurora, CO, 18000 Smith Rd., 80011
303-739-3000 * 877-654-1237

Burlington, CO
719-346-7889
844-378-7843

Colorado Springs, CO
719-535-1650
877-654-1237

Durango, CO
970-248-2001
877-654-1237

Bloomfield, NM
505-634-4880
800-468-8081

Grand Jct., CO
970-243-2834
877-654-1237

Hayden, CO
970-375-3781
877-654-1237

Hobbs, NM
575-383-2148
800-821-8082

Pueblo, CO
719-544-4433
877-654-1237

Windsor, CO
970-378-1750
877-654-1237

www.wagnerequipment.com

Albuquerque, NM, 700 Wagner Court, SE, 87105
505-345-8411 * 800-432-6612



P.O. Box 17620
Denver, CO 80217-0620

INVOICE

INVOICE NUMBER: S10W0921650
Invoice Date: 06/21/24

DUE 07/10/24 \$1551.03

Bill To:

TORRANCE MANAGEMENT OFFICE
COUNTY ROAD DIVISION
PO BOX 48
ESTANCIA NM 87016-0048

Make AA Model 120M2 AWD
Serial # 0M9H00517
Equipment # G8
Machine ID # M450095 Meter Reading 3240.0
Ship VIA

Ship To:

34.799630, -106.052030

TO VIEW & PAY ONLINE GO TO		WAGNEREQUIPMENT.BILLTRUST.COM		ENROLLMENT TOKEN		ZMQ HRF RMB			
Customer #	PO #	PSO/NO #	PC LC MC	INV. SEQ. NO.	Doc Date	Salesman	Division	Store	Terms
88034	24-00329	AK54009	10 10 1G	418875	04/30/24	435	G	10	2

Quantity	Item	Description	Unit Price	Extension
----------	------	-------------	------------	-----------

MACHINE COOLANT TEMP SENSOR IS
READING CORRECTLY

1	199-9751	SEAL-O-RING	S	2.01	2.01
1	238-8648	CAT ELC	S	18.55	18.55
1	256-6454	SENSOR GP TM	S	58.70	58.70
TOTAL PARTS				SEG. 1B	79.26 *
				LBR	792.00 *
SEGMENT 1B TOTAL					871.26 T

TRAVEL TO/FROM WORK AREA
34.799630, -106.052030

				LBR	396.00 *
SEGMENT 9Z TOTAL					396.00 T

If you're not completely satisfied please call 1-833-954-3116 or email us at customerexperience@wagnerequipment.com

Go Paperless Receive statements and invoices online 24/7 Register at www.wagnerequipment.com/gopaperless

CONT'D

Page 2 of 3

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Wagner Equipment Co. hires EEO/AA/Minorities/Women/Disabled Veterans

Wagner Equipment Co. is a participant in the Federal Acquisition Regulation (FAR) EEO/AA/Minorities/Women/Disabled Veterans program. Please refer to your parts sales order for the parts return policy details.
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844-378-7843

Colo. Spgs., CO
719-635-1689
877-654-1237

Durango, CO
970-259-2001
877-654-1237

Bloomfield, NM
505-634-4500
800-468-3061

Grand Jct., CO
970-242-2834
877-654-1237

Hayden, CO
970-278-3781
877-654-1237

Hobbs, NM
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800-821-8082

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Denver, CO 80217-0620

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Customer #	PO #	PSO/WO #	PC LC MC	INV. SEQ. NO.	Doc Date	Salesman	Division	Store	Terms	Quantity	Item
88034	24-00329	AK54009	10 10 1G	418875	04/30/24	435	G	10	2		Description
										Unit Price	Extension

TAX EXEMPTION LICENSE CRS 01-505585-0

ALB TAX - SVCS ONLY

85.77 T

GOVT CUSTOMER

.00 T

If you're not completely satisfied please call 1-833-954-3116 or email us at customerexperience@wagnerequipment.com

Go Paperless Receive statements and invoices online 24/7 Register at www.wagnerequipment.com/gopaperless

REMIT TO:

Wagner Equipment Co.
PO Box 919000
Denver, CO 80291-9000

TOTAL

Page 3 of 3

TOTAL DUE

\$1551.03

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Hobbs, NM
575-393-2143
800-821-6082

Pueblo, CO
719-544-4433
877-654-1237

Windsor, CO
970-278-1750
877-654-1237



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 F

Estancia NM 87016

DATE	INVOICE #
7/12/2024	2029

Torrance County
PO Box 48
Estancia NM 87016

Description	Amount
FY24 Final Budget - County Net Ordinary Income	68,256.73
Gross Receipts Tax - EVSWA	0.00
Total	\$68,256.73

1:38 PM

07/12/24

Cash Basis

Estancia Valley Solid Waste Authority
EVSWA Profit & Loss Budget vs. Actual
July 2023 through June 2024

	Jul '23 - Jun 24	Budget
Ordinary Income/Expense		
Income		
400 · EVSWA REVENUES	0.00	0.00
401 · COUNTY FEES		
4011 · Checks	295,086.62	350,000.00
4012 · Credit Cards	609,365.75	550,000.00
4014 · County Revenue Shortfall	0.00	0.00
Total 401 · COUNTY FEES	904,452.37	900,000.00
402 · COMMERCIAL/ROLLOFF	57,075.27	45,000.00
455 · TIP TICKETS	11,684.78	18,000.00
456 · HAULING CONTRACTS	6,102.85	15,000.00
457 · PROPERTY - LEASE INCOME	0.00	0.00
410 · EVRL - TIPPING FEES		
411 · Torrance County	164,476.97	155,000.00
412 · Bernalillo County	149,784.43	180,000.00
413 · Moriarty	87,863.48	84,000.00
414 · Estancia	35,719.62	32,000.00
415 · Mountainair	26,260.24	35,000.00
416 · Waste Management	59,495.06	56,000.00
417 · East Mountain Disposal	295,544.66	360,000.00
423 · NM Waste Services	171,785.22	145,000.00
425 · Vaughn	17,203.58	16,000.00
426 · Santa Rosa	98,892.02	95,000.00
427 · Guadalupe County	46,399.34	50,000.00
428 · City of Las Vegas	0.00	0.00
429 · City of Santa Fe	400,486.55	300,000.00
460 · Septage and Composting Income	112,393.85	100,000.00
418 · Miscellaneous Tipping Fees	254,449.81	200,000.00
Total 410 · EVRL - TIPPING FEES	1,920,754.83	1,808,000.00
450 · LOAN PROCEEDS	0.00	875,000.00
421 · GRANT PROCEEDS		
421V · Vaughn Landfill Grant Proceeds	0.00	0.00
421 · GRANT PROCEEDS - Other	60,000.00	36,000.00
Total 421 · GRANT PROCEEDS	60,000.00	36,000.00
424 · RECYCLING REVENUES	32,466.72	25,000.00
4361 · INTEREST INCOME	12,204.98	7,000.00
440 · ESGRT PROCEEDS	212,211.33	350,000.00
490 · Vaughn Landfill Income	1,260.00	5,000.00
407 · Miscellaneous Revenues		
4071 · Employee Fund Cashback Rewards	0.00	0.00
407 · Miscellaneous Revenues - Other	4,948.82	5,000.00
Total 407 · Miscellaneous Revenues	4,948.82	5,000.00
Total Income	3,223,161.95	4,089,000.00
Gross Profit	3,223,161.95	4,089,000.00
Expense		
510 · Debt Service		
510L · Debt Service - LF	141,757.80	1,030,000.00
510C · Debt Service- CC	0.00	0.00
Total 510 · Debt Service	141,757.80	1,030,000.00
6560 · PAYROLL EXPENSES		
507 · Company State Worker's Comp	209.30	0.00

1:38 PM

07/12/24

Cash Basis

Estancia Valley Solid Waste Authority
EVSWA Profit & Loss Budget vs. Actual
July 2023 through June 2024

	Jul '23 - Jun 24	Budget
601 · Landfill Payroll		
602 · Landfill FICA Matching/Medicare	69,549.64	0.00
605 · Landfill Health Insurance	48,997.46	0.00
604 · Landfill PERA	66,480.14	0.00
503 · Company SUTA	2,111.46	0.00
601 · Landfill Payroll - Other	439,464.50	573,737.87
Total 601 · Landfill Payroll	626,603.20	573,737.87
701 · County Contract -Payroll		
705 · Coll. Health Insurance	59,380.38	0.00
704 · County Contract -PERA	99,129.22	0.00
701 · County Contract -Payroll - Other	497,994.92	659,634.66
Total 701 · County Contract -Payroll	656,504.52	659,634.66
6560 · PAYROLL EXPENSES - Other	4,195.79	0.00
Total 6560 · PAYROLL EXPENSES	1,287,512.81	1,233,372.53
506 · Worker's Comp		
506L · Worker's Comp - LF	2,857.50	3,500.00
506C · Worker's Comp - CC	2,857.50	6,500.00
Total 506 · Worker's Comp	5,715.00	10,000.00
519 · Utilities		
519L · Utilities - LF	30,279.16	28,802.50
519C · Utilities - CC	28,621.73	18,000.00
Total 519 · Utilities	58,900.89	46,802.50
521 · Office Supplies & Tools		
521L · Office Supp. & Tools - LF	12,696.10	20,000.00
521C · Office Supp. & Tools / CC	9,348.06	5,000.00
Total 521 · Office Supplies & Tools	22,044.16	25,000.00
522 · Misc. Expense		
5221 · Employee Fund Cashback Rewards	0.00	0.00
522 · Misc. Expense - Other	9,975.12	8,000.00
Total 522 · Misc. Expense	9,975.12	8,000.00
523 · Ad/Publication/Dues		
523L · Ad/Publication/Dues LF	4,148.35	13,100.00
523C · Ad/Publication/Dues CC	435.88	2,000.00
523 · Ad/Publication/Dues - Other	0.00	0.00
Total 523 · Ad/Publication/Dues	4,584.23	15,100.00
524 · Insurance		
524L · Insurance LF	7,890.85	32,000.00
524C · Insurance - CC	7,788.00	20,000.00
Total 524 · Insurance	15,678.85	52,000.00
526 · Professional Services		
526L · Professional Services - LF	97,749.85	150,000.00
526C · Professional Services - CC	0.00	0.00
Total 526 · Professional Services	97,749.85	150,000.00
527 · Postage/Billing Expenses	26,542.31	26,500.00
529 · Board Member Comp	8,214.00	10,640.00

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Cash Basis

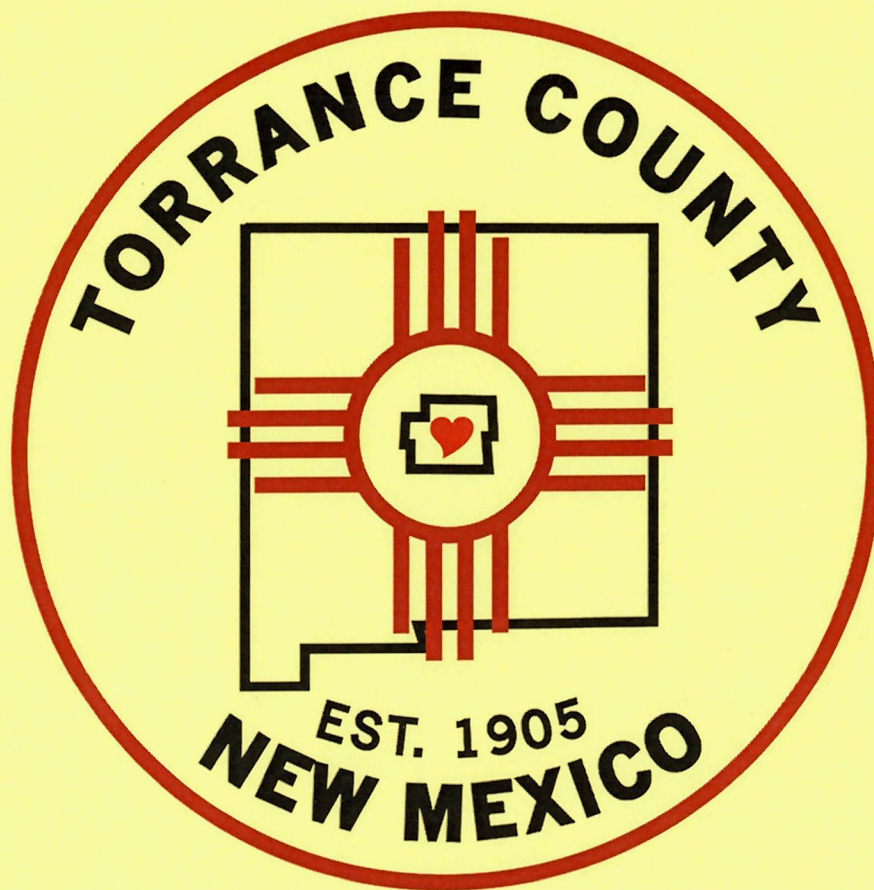
Estancia Valley Solid Waste Authority
EVSWA Profit & Loss Budget vs. Actual
July 2023 through June 2024

	Jul '23 - Jun 24	Budget
531 · Safety/Cleaning Supplies		
531L · Safety/Clean Supplies - LF	13,952.07	22,575.00
531C · Safety/Cleaning Supplies - CC	16,319.77	10,000.00
Total 531 · Safety/Cleaning Supplies	30,271.84	32,575.00
532 · Equipment Acquisition/Lease		
532L · Equip Acquisition/Lease - LF	158,282.39	145,000.00
532C · Equipment Acquisition/Lease CC	9,232.12	9,475.67
Total 532 · Equipment Acquisition/Lease	167,514.51	154,475.67
533 · Equipment Repair/Maintenance		
533L · Equip Repair & Maint - LF	157,385.69	115,000.00
533C · Equipment Repair & Maint. -CC	36,131.61	40,000.00
Total 533 · Equipment Repair/Maintenance	193,517.30	155,000.00
534 · Building Repair & Maintenance		
534L · Buildin Repair & Maintenance LF	2,947.12	10,000.00
534C · Building Repair & Maint- CC	6,592.88	5,000.00
Total 534 · Building Repair & Maintenance	9,540.00	15,000.00
536 · Travel & Schools		
536L · Travel & Schools - LF	10,229.57	18,000.00
536C · Travel & Schools - CC	10,446.91	15,160.00
Total 536 · Travel & Schools	20,676.48	33,160.00
537 · Refunds & NSF	1,887.01	5,000.00
538 · Vehicle Repair & Maintenance		
538L · Vehicle Repair & Maint-LF	9,569.20	15,000.00
538C · Vehicle Repair & Maint. - CC	37,689.24	25,000.00
Total 538 · Vehicle Repair & Maintenance	47,258.44	40,000.00
539 · Computer Expense		
539L · Computer Expense - LF	198.32	2,500.00
539C · Computer Expense - CC	0.00	2,500.00
Total 539 · Computer Expense	198.32	5,000.00
582 · Credit Card Fees		
582L · Credit Card Fees - LF	6,861.70	7,085.40
582C · Credit Card Fees - CC	19,368.71	20,000.00
Total 582 · Credit Card Fees	26,230.41	27,085.40
620 · Fuel & Oil		
620L · Fuel & Oil / Landfill	176,501.42	180,000.00
620C · Fuel & Oil / County Contract	69,157.67	106,550.00
Total 620 · Fuel & Oil	245,659.09	286,550.00
621 · Uniforms		
621L · Uniforms - Landfill	8,562.55	13,000.00
621C · Uniforms - CC	14,969.61	16,000.00
Total 621 · Uniforms	23,532.16	29,000.00
632 · Recycling Expense		
632L · Recycling Expense - LF	2,925.59	1,800.00
632C · Recycling Expense - CC	10.05	
Total 632 · Recycling Expense	2,935.64	1,800.00
640 · Septage and Composting Expenses	675.38	60,000.00
651 · Capital Outlay - Construction	90,130.44	300,000.00
652 · Capital Outlay - Equipment	170,306.83	50,000.00

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Cash Basis

Estancia Valley Solid Waste Authority
EVSWA Profit & Loss Budget vs. Actual
July 2023 through June 2024

	Jul '23 - Jun 24	Budget
721 · Contract Hauling		
721L · Contract Hauling - LF	0.00	10,000.00
721C · Contract Hauling - CC	1,098.00	0.00
Total 721 · Contract Hauling	1,098.00	10,000.00
725 · Contract Labor/Services		
725L · Contract Labor/Services - LF	70,458.58	50,000.00
725C · Contract Labor/Services - CC	10,475.00	12,000.00
Total 725 · Contract Labor/Services	80,933.58	62,000.00
66900 · Reconciliation Discrepancies	-0.01	
729 · Property Lease	4,200.00	5,000.00
732 · Tires		
732L · Tires - LF	19,451.55	15,634.23
732C · Tires - CC	13,830.27	16,385.70
Total 732 · Tires	33,281.82	32,019.93
750 · Vaughn LF Expenses	2,088.25	40,000.00
Total Expense	2,830,610.51	3,951,081.03
Net Ordinary Income	392,551.44	137,918.97
Other Income/Expense		
Other Expense		
9999 · Suspense - Items for Resolution	0.00	0.00
Total Other Expense	0.00	0.00
Net Other Income	0.00	0.00
Net Income	392,551.44	137,918.97



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 G

Estancia NM 87016

DATE	INVOICE #
7/12/2024	2028

Torrance County
PO Box 48
Estancia NM 87016

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Cash Basis

Estancia Valley Solid Waste Authority
EVSWA Profit & Loss Budget vs. Actual
July 2022 through June 2023

	Jul '22 - Jun 23	Budget
Ordinary Income/Expense		
Income		
400 · EVSWA REVENUES	0.00	0.00
401 · COUNTY FEES		
4011 · Checks	337,148.46	314,337.49
4012 · Credit Cards	567,344.50	515,530.71
4013 · County Revenue Overage	0.00	0.00
4014 · County Revenue Shortfall	0.00	0.00
401 · COUNTY FEES - Other	0.00	0.00
Total 401 · COUNTY FEES	904,492.96	829,868.20
402 · COMMERCIAL/ROLLOFF	40,288.89	36,703.57
455 · TIP TICKETS	16,755.00	13,272.79
456 · HAULING CONTRACTS	14,537.14	36,470.00
457 · PROPERTY - LEASE INCOME	47,290.39	80,000.00
410 · EVRL - TIPPING FEES		
411 · Torrance County	147,598.69	168,000.00
412 · Bernalillo County	150,329.47	200,000.00
413 · Moriarty	83,811.61	84,000.00
414 · Estancia	31,836.44	30,450.00
415 · Mountainair	34,474.00	30,450.00
416 · Waste Management	55,860.56	45,000.00
417 · East Mountain Disposal	353,653.59	280,000.00
423 · NM Waste Services	143,665.07	120,000.00
425 · Vaughn	15,707.96	20,000.00
426 · Santa Rosa	95,298.51	85,000.00
427 · Guadalupe County	46,049.63	45,000.00
428 · City of Las Vegas	0.00	0.00
429 · City of Santa Fe	59,717.90	0.00
460 · Septage and Composting Income	98,415.15	80,000.00
418 · Miscellaneous Tipping Fees	186,248.52	270,000.00
410 · EVRL - TIPPING FEES - Other	0.00	0.00
Total 410 · EVRL - TIPPING FEES	1,502,667.10	1,457,900.00
450 · LOAN PROCEEDS	0.00	0.00
421 · GRANT PROCEEDS		
421V · Vaughn Landfill Grant Proceeds	0.00	0.00
421 · GRANT PROCEEDS - Other	0.00	60,000.00
Total 421 · GRANT PROCEEDS	0.00	60,000.00
424 · RECYCLING REVENUES	22,733.16	25,000.00
4361 · INTEREST INCOME	8,268.87	7,000.00
440 · ESGRT PROCEEDS	330,293.33	400,000.00
490 · Vaughn Landfill Income	0.00	10,000.00
407 · Miscellaneous Revenues		
4071 · Employee Fund Cashback Rewards	2,975.00	0.00
407 · Miscellaneous Revenues - Other	11,385.50	3,000.00
Total 407 · Miscellaneous Revenues	14,360.50	3,000.00
Total Income	2,901,687.34	2,959,214.56
Gross Profit	2,901,687.34	2,959,214.56
Expense		
510 · Debt Service		
510L · Debt Service - LF	324,986.95	340,000.00
510C · Debt Service- CC	21,298.48	19,000.00
Total 510 · Debt Service	346,285.43	359,000.00
6560 · PAYROLL EXPENSES		
507 · Company State Worker's Comp	204.70	0.00
601 · Landfill Payroll		

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Cash Basis

Estancia Valley Solid Waste Authority
EVSWA Profit & Loss Budget vs. Actual
 July 2022 through June 2023

	Jul '22 - Jun 23	Budget
603 · Landfill SUTA	0.00	0.00
602 · Landfill FICA Matching/Medicare	66,161.78	0.00
605 · Landfill Health Insurance		
505 · Admin. Health Insurance	0.00	0.00
605 · Landfill Health Insurance - Other	41,792.00	0.00
Total 605 · Landfill Health Insurance	41,792.00	0.00
604 · Landfill PERA	58,704.33	0.00
503 · Company SUTA	2,099.57	0.00
502 · Company Match FICA/MEDICARE	0.00	0.00
601 · Landfill Payroll - Other	397,312.79	595,685.78
Total 601 · Landfill Payroll	566,070.47	595,685.78
701 · County Contract -Payroll		
702 · Coll. FICA Matching/Medicare	0.00	0.00
705 · Coll. Health Insurance	59,903.84	0.00
704 · County Contract -PERA	74,301.91	0.00
701 · County Contract -Payroll - Other	493,432.88	667,764.24
Total 701 · County Contract -Payroll	627,638.63	667,764.24
6560 · PAYROLL EXPENSES - Other	29,505.86	0.00
Total 6560 · PAYROLL EXPENSES	1,223,419.66	1,263,450.02
506 · Worker's Comp		
506L · Worker's Comp - LF	3,733.67	16,672.00
506C · Worker's Comp - CC	7,467.33	16,672.00
Total 506 · Worker's Comp	11,201.00	33,344.00
519 · Utilities		
519L · Utilities - LF	17,222.36	19,699.98
519C · Utilities - CC	37,989.56	41,189.53
Total 519 · Utilities	55,211.92	60,889.51
521 · Office Supplies & Tools		
521L · Office Supp. & Tools - LF	4,421.76	11,715.26
521C · Office Supp.& Tools / CC	8,010.09	17,208.35
Total 521 · Office Supplies & Tools	12,431.85	28,923.61
522 · Misc. Expense		
5221 · Employee Fund Cashback Rewards	0.00	0.00
522 · Misc. Expense - Other	7,849.66	9,000.00
Total 522 · Misc. Expense	7,849.66	9,000.00
523 · Ad/Publication/Dues		
523L · Ad/Publication/Dues LF	10,468.34	11,634.34
523C · Ad/Publication/Dues CC	1,850.00	9,527.29
523 · Ad/Publication/Dues - Other	0.00	0.00
Total 523 · Ad/Publication/Dues	12,318.34	21,161.63
524 · Insurance		
524L · Insurance LF	15,348.50	21,003.50
524C · Insurance - CC	15,348.50	21,003.50
Total 524 · Insurance	30,697.00	42,007.00
526 · Professional Services		
526L · Professional Services - LF	166,840.14	46,019.00
526C · Professional Services - CC	4,447.21	46,019.00
526 · Professional Services - Other	0.00	0.00
Total 526 · Professional Services	171,287.35	92,038.00

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Cash Basis

Estancia Valley Solid Waste Authority
EVSWA Profit & Loss Budget vs. Actual
July 2022 through June 2023

	Jul '22 - Jun 23	Budget
527 · Postage/Billing Expenses	25,783.87	26,233.02
529 · Board Member Comp	7,315.00	10,640.00
531 · Safety/Cleaning Supplies		
531L · Safety/Clean Supplies - LF	7,139.48	10,687.87
531C · Safety/Cleaning Supplies - CC	9,038.26	6,312.85
Total 531 · Safety/Cleaning Supplies	16,177.74	17,000.72
532 · Equipment Acquisition/Lease		
532L · Equip Acquisition/Lease - LF	70,294.25	27,995.00
532C · Equipment Acquisition/Lease CC	8,257.97	9,475.67
Total 532 · Equipment Acquisition/Lease	78,552.22	37,470.67
533 · Equipment Repair/Maintenance		
533L · Equip Repair & Maint - LF	148,703.65	95,000.00
533C · Equipment Repair & Maint. -CC	32,897.79	60,000.00
Total 533 · Equipment Repair/Maintenance	181,601.44	155,000.00
534 · Building Repair & Maintenance		
534L · Buildin Repair & Maintenance LF	4,893.64	4,475.48
534C · Building Repair & Maint- CC	7,773.65	28,454.44
Total 534 · Building Repair & Maintenance	12,667.29	32,929.92
536 · Travel & Schools		
536L · Travel & Schools - LF	14,108.15	7,580.00
536C · Travel & Schools - CC	6,294.64	7,580.00
Total 536 · Travel & Schools	20,402.79	15,160.00
537 · Refunds & NSF	4,816.17	5,000.00
538 · Vehicle Repair & Maintenance		
538L · Vehicle Repair & Maint-LF	3,664.04	21,792.00
538C · Vehicle Repair & Maint. - CC	42,593.99	21,792.00
538 · Vehicle Repair & Maintenance - Other	0.00	0.00
Total 538 · Vehicle Repair & Maintenance	46,258.03	43,584.00
539 · Computer Expense		
539L · Computer Expense - LF	1,325.29	1,250.00
539C · Computer Expense - CC	1,680.66	1,250.00
Total 539 · Computer Expense	3,005.95	2,500.00
582 · Credit Card Fees		
582L · Credit Card Fees - LF	4,770.93	7,085.40
582C · Credit Card Fees - CC	17,964.31	22,094.39
Total 582 · Credit Card Fees	22,735.24	29,179.79
620 · Fuel & Oil		
620L · Fuel & Oil / Landfill	151,849.70	180,000.00
620C · Fuel & Oil / County Contract	102,826.44	60,000.00
620 · Fuel & Oil - Other	0.00	0.00
Total 620 · Fuel & Oil	254,676.14	240,000.00
621 · Uniforms		
621L · Uniforms - Landfill	10,392.05	12,641.27
621C · Uniforms - CC	15,931.93	18,563.87
Total 621 · Uniforms	26,323.98	31,205.14
632 · Recycling Expense		
632L · Recycling Expense - LF	1,758.54	1,616.89
632C · Recycling Expense - CC	0.00	0.00
Total 632 · Recycling Expense	1,758.54	1,616.89
640 · Septage and Composting Expenses	4,622.15	60,000.00

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Cash Basis

Estancia Valley Solid Waste Authority
EVSWA Profit & Loss Budget vs. Actual
 July 2022 through June 2023

	Jul '22 - Jun 23	Budget
651 · Capital Outlay - Construction	98,890.69	200,000.00
652 · Capital Outlay - Equipment	0.00	0.00
721 · Contract Hauling		
721L · Contract Hauling - LF	0.00	0.00
721C · Contract Hauling - CC	0.00	2,400.00
Total 721 · Contract Hauling	0.00	2,400.00
725 · Contract Labor/Services		
725L · Contract Labor/Services - LF	37,965.99	25,095.65
725C · Contract Labor/Services - CC	10,593.75	25,812.50
Total 725 · Contract Labor/Services	48,559.74	50,908.15
66900 · Reconciliation Discrepancies	-0.16	
729 · Property Lease	4,200.00	5,000.00
732 · Tires		
732L · Tires - LF	10,366.46	15,634.23
732C · Tires - CC	8,472.12	16,385.70
Total 732 · Tires	18,838.58	32,019.93
750 · Vaughn LF Expenses	7,836.23	40,000.00
Total Expense	2,755,723.84	2,947,662.00
Net Ordinary Income	145,963.50	11,552.56
Other Income/Expense		
Other Expense		
9999 · Suspense - Items for Resolution	0.00	0.00
Total Other Expense	0.00	0.00
Net Other Income	0.00	0.00
Net Income	145,963.50	11,552.56



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 H

**New Mexico Department of Public Safety
Grants Management Bureau
Fiscal Agent Certifications**

CERTIFIED ASSURANCES

The applicant hereby assures that, if an award is received under the 2023 JAG Program, the following requirements will be met:

Drug-Free Workplace Requirements (State Agencies Only)

The applicant certifies that it will provide a drug-free workplace for its employees in accordance with the Federal Anti-Drug Abuse Act of 1988 (Public Law 100-690). This certification is a material representation of the fact upon which reliance will be placed when the grantor agency determines to award a grant. False certification or violation of the certification shall be grounds for suspension of payment, suspension of termination of grants, or government wide suspension and debarment.

Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The applicant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Disclosure of Lobbying Activities Requirements (Exception: Indian tribes, organizations, or agencies)

The applicant certifies that no Federal appropriation funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any Federal 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 grant, the making of any Federal grant, and the extension continuation, renewal, amendment, or modification of any Federal grant

The applicant further certifies that it will provide a "Disclosure of Lobbying Activities" form if and when any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the CESF Program.

Disclosure of Federal Participation Requirement (This applies only to sub-grantees that receive \$500,000 or more in the aggregate)

The applicant agency certifies that when issuing statements, press releases, requests of proposal, bid solicitations, and other documents describing projects or programs funded in whole or part with Federal money, it shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with Federal money, and 2) the dollar amount of Federal funds for the project or program.

General Financial Requirements

The applicant certifies that it will comply with the provisions of [28 CFR Part 66](#), Common Rule, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and the Office of Management and Budget (OMB) Circulars applicable to financial assistance. These

Circulars must be followed along with additional information and guidance contained in the current edition of the Office of Justice Programs [Financial Guide](#).

Audit Requirement

The applicant agency certifies that if it expends \$500,000 or more in federal funding (from all sources, to include pass-through sub-awards) in its fiscal year, a single organizational audit must be conducted in accordance with the provisions of OMB Circular A-133. If the applicant does not expend \$500,000 or more in Federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, these costs may not be charged to the grant.

Confidential Funds Requirement (Law Enforcement Agencies Only)

The applicant certifies that they have read, understand, and agree to abide by all the conditions for confidential funds set forth in the current edition of the Office of Justice Programs [Financial Guide](#). The applicant also certifies that if it receives grant funds that are used to conduct law enforcement undercover operations, it will develop and formalize specific policies and procedures to protect the confidentiality of the operations. These policies and procedures must be submitted to the grantor agency prior to expending any confidential funds.

Civil Rights Requirement

The applicant certifies that it will comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Title II of the American with Disabilities Act of 1990, 42 USC 12131; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non-Discrimination Regulations, 28 CFR Part 25 and 42, Sub-parts C, D, E, and G; and Executive Order 11246, as amended by Executive Order 11375, and their implementing regulations, 41 CFR Part 60.1 et. Seq., as applicable to construction contracts.

This applicant further certifies that if a Federal or State court or administrative agency makes a finding of discrimination, it will immediately forward a copy of the findings to the grantor agency.

UNIFORM CRIME REPORTING

On behalf of the applicant, I, as the Certifying Official, certify that I have read, understand, and agree to abide by all the conditions set forth in New Mexico State Statute 29-3-11 Uniform Crime Reporting System, below. If funding is provided and DPS-GMB later finds that the applicant is not following these conditions, DPS-GMB may not reimburse further expenditures until reporting is caught up.

29-3-11. Uniform crime reporting system established: duties of department.

- A. The department of public safety shall develop, operate and maintain a uniform crime reporting system and shall be the central repository for the collection, storage, retrieval and analysis of crime incident and arrest reports generated by all law enforcement agencies in this state. The system shall be operational as of January 1, 2008.
- B. The department shall:
 - (1) compile statistical data and forward such data as required to the federal bureau of investigation or the appropriate department of justice agency in accordance with standards and procedures of the national system;
 - (2) provide forms, standards and procedures and related training to state and local law enforcement agencies as necessary for the agencies to report incident and arrest activity for inclusion in the statewide system;
 - (3) in conjunction with the New Mexico sentencing commission, annually publish a report on the nature and extent of crime in New Mexico and submit the report to the governor and to the legislature;
 - (4) maintain the privacy and security of information in accordance with applicable state and federal laws; and
 - (5) establish rules as necessary to implement the provisions of this section.
- C. Every law enforcement agency in the state shall:
 - (1) submit crime incident reports to the department of public safety on forms or in the format prescribed by the department;
 - (2) submit any other crime incident information as may be required by the department of public safety; and
 - (3) use the state uniform statutory charge codes for the automated fingerprint identification system and use uniform crime incident reporting as provided by the department for all incidents and arrests.
- D. The annual report and other statistical data reports generated by the department shall be made available to state and local law enforcement agencies and the general public.

SUPPLANTING CERTIFICATION

[Financial Guide](#). Further, supplanting shall be reviewed during the application process, post-award monitoring, and project close-out.

If the Grants Management Bureau believes, based upon factual data, that supplanting may have occurred, then the Sub-recipient shall be required to supply documentation demonstrating that the reduction of non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

Name of Applicant

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Signature of Fiscal Agent

Title of Fiscal Agent

Printed Name of Fiscal Agent

Date

**New Mexico Department of Public Safety
Grants Management Bureau
Fiscal Agent Certifications**

PRIVACY CERTIFICATION

Subgrantee, Torrance County certifies that data identifiable to a private person¹ will not be used or revealed, except as authorized in 28 CFR Part 22, §§22.21, 22.22.

Brief Description of Project (required by 28 CFR §22.23(b):

Project is a law enforcement project. No data identifiable to a private person will be collected.

Subgrantee certifies that any private person from whom identifiable information is collected or obtained shall be notified, in accordance with 28 CFR §22.27, that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory and participation in the project may be terminated at any time. In addition, Subgrantee certifies that where findings in a project cannot, by sample size or uniqueness of subject, be expected to totally conceal the identity of an individual, such individual shall be so advised.

Procedures to notify subjects that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory and participation in the project may be terminated at any time as required by 28 CFR §22.23(b)(4):

If notification of subjects is to be waived, pursuant to 28 CFR §22.27(c), please provide a justification:

Not applicable since this is not a study collecting identifiable data.

Subgrantee certifies that project plans will be designed to preserve the confidentiality of private persons to whom information relates, including where appropriate, name-stripping, coding of data, or other similar procedures.

Procedures developed to preserve the confidentiality of personally identifiable information, as required by 28 CFR §22.23(b)(7):

Not applicable since this is not a study collecting identifiable data.

Subgrantee certifies that, if applicable, a log will be maintained indicating that (1) identifiable data have been transferred to persons other than employees of NIJ, BJA, BJS, OJJDP, OVC, OJP, or Subgrantee/contractor/subcontractor staff; and (2) such data have been returned or that alternative

¹ Information identifiable to a private person as defined in 28 CFR §22.2(e) as "information which either—(1) is labeled by name or other personal identifiers, or (2), can by virtue of sample size or other factors, be reasonably interpreted as referring to a particular person."

arrangements have been agreed upon for future maintenance of such data, in accordance with 28 CFR §22.23(b)(6).

Justification for the collection and/or maintenance of any data in identifiable form, if applicable:

Not applicable since this is not a study collecting identifiable data.

Procedures for data storage, as required by 28 CFR §22.23(b)(5):

Not applicable since this is not a study collecting identifiable data.

Subgrantee certifies that all contractors, subcontractors, and consultants requiring access to identifiable data will agree, through conditions in their subcontract or consultant agreement, to comply with the requirements of 28 CFR §22.24, regarding information transfer agreements. Subgrantee also certifies that BJA and the Grants Management Bureau will be provided with copies of any and all transfer agreements before they are executed as well as the name and title of the individual(s) with the authority to transfer data.

Description of any institutional limitations or restrictions on the transfer of data in identifiable form, if applicable:

Not applicable since this is not a study collecting identifiable data.

Name and title of individual with the authority to transfer data:

Not applicable since this is not a study collecting identifiable data.

Subgrantee certifies that access to the data will be limited to those employees having a need for such data and that such employees shall be advised of and agree in writing to comply with the regulations in 28 CFR Part 22.

Subgrantee certifies that all project personnel, including subcontractors, have been advised of and have agreed, in writing, to comply with all procedures to protect privacy and the confidentiality of personally identifiable information.

Access to data is restricted to the following individuals, as required by 28 CFR §22.23(b)(2):

Not applicable since this is not a study collecting identifiable data.

Subgrantee certifies that adequate precautions will be taken to ensure administrative and physical security of identifiable data and to preserve the confidentiality of the personally identifiable information.

Procedures to ensure the physical and administrative security of data, as required by 28 CFR §22.25(b), including, if applicable, a description of those procedures used to secure a name index :

Not applicable since this is not a study collecting identifiable data.

Procedures for the final disposition of data, as required by 28 CFR §22.25:

Not applicable since this is not a study collecting identifiable data.

Name and title of individual authorized to determine the final disposition of data:

Not applicable since this is not a study collecting identifiable data.

Subgrantee certifies that copies of all questionnaires, informed consent forms and informed consent procedures designed for use in the project are attached to this Privacy Certificate.

Subgrantee certifies that project findings and reports prepared for dissemination will not contain information which can reasonably be expected to be identifiable to a private person, except as authorized by 28 CFR §22.22.

Subgrantee certifies that the procedures described above are correct and shall be carried out.

Subgrantee certifies that the project will be conducted in accordance with all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968 as amended and the regulations contained in 28 CFR Part 22.

Subgrantee certifies that BJA and the Grants Management Bureau shall be notified of any material change in any of the information provided in this Privacy Certificate.

As the duly authorized representative of the Subgrantee, I hereby certify that the Subgrantee will comply with the above certifications.

Torrance County

Name of Subgrantee / Fiscal Agent

Signature of Certifying Official

Ryan Schwebach

Printed Name of Certifying Official

Commission Chair

Title of Certifying Official

Date

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: Torrance County	
Address: PO BOX 48 205 S Ninth Street Estancia, New Mexico 87016	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Rochelle Wallace Human Resources Director	
Telephone Number: 505-544-4706	E-Mail Address: rwallace@tcnm.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ Torrance County [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office: _____ Torrance County Grants and HR [organization], _____ PO BOX 48 205 S Ninth Street Estancia, New Mexico 87016

Ryan Schwebach Commission Chair _____
Print or Type Name and Title Signature Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

[illegible]

If additional space is necessary, please duplicate this page.

Torrance County



Equal Employment Opportunity Plan

Created June 30, 2023

INTRODUCTION

Torrance County (County) is a recipient of federal grant funds from the Department of Justice under the Omnibus Crime Control and Safe Streets Act (Act) of 1968, as amended. Funds are made available, in part, to improve and strengthen local law enforcement to effectively control crime. Torrance County, as a recipient of Justice Department funding, is obligated to prepare a comprehensive, biennial Equal Employment Opportunity Plan (Plan) pursuant to 28 C.F.R. § 42.301 *et seq.* The purpose of the Plan is to ensure full and equal opportunity for men and women in the workplace regardless of sex, race or national origin.

The Plan identifies areas within the workforce of Torrance County where women and minorities are under-represented when compared to the labor market countywide. Statements summarizing existing employment policies and practices are included. The Plan includes new goals and objectives for the future with suggestions for achieving greater diversity in the workforce by offering changes or enhancements to recruitment and retention efforts to encourage employment of women and minorities within Torrance County.

Torrance County is committed to continued recruitment and retention efforts that reflect the diversity of the population of Torrance County. The County's commitment includes improving the workforce and strengthening local law enforcement efforts through equal employment opportunity regardless of sex, race or national origin.

OVERVIEW

Torrance County is a political subdivision of the state of New Mexico and was formally recognized by the New Mexico state legislature in 1903. As a political subdivision, Torrance County derives its authority from the New Mexico Constitution and laws adopted by the legislature of the State of New Mexico. The laws provide the framework for county government, describe the powers conferred on the county and its various elected officials, and specify the functions of the county government and each elected official. The general governing authority of Torrance County is delegated to a board of county commissioners created to ensure the safety, health, and prosperity of its citizens.

Torrance County Board of County Commissioners adopted the Torrance County Personnel Ordinance, establishing a system to regulate all employee relations. The purpose of the system is to ensure that all decisions affecting the employment relationship are based on an individual's skills, abilities, experience, and performance to ensure fair treatment and equal opportunity in all aspects of the employment relationship. The Personnel Ordinance of Torrance County expressly prohibits discrimination based upon any legally protected status.

The human resources director has been delegated the authority to establish, implement, and administer the Personnel Ordinance under the supervision of the County Manager. The ordinance and corresponding human resource policies and procedures apply to all classified and unclassified employees.

EEO POLICY STATEMENTS

Torrance County's Equal Opportunity Policy Statement

Torrance County makes every effort and takes every opportunity to articulate its equal employment opportunity policy statements to applicants, employees, and the general public through various publications available in print and electronically.

The equal opportunity policy statement included in the Personnel Ordinance adopted by Torrance County Board of County Commissioners is as follows:

Equal Employment Opportunity Policy:

Individuals will not be discriminated against on the basis of race, age, religion, sexual orientation, color, national origin, ancestry, gender, gender identity, physical or mental disability or medical condition, or any other legally protected status, in consideration for employment, duration of employment, compensation, terms, conditions, or privileges of employment by Torrance County.

Americans with Disabilities Act Compliance:

Torrance County has committed itself to comply with the Americans with Disabilities Act which protects qualified individuals with disabilities from discrimination in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions and privileges of employment.

Discrimination and Harassment Including Sexual Harassment:

Torrance County strictly prohibits any form of unlawful discrimination based on race, color, religion, gender, gender identity, sexual orientation, national origin, age, disability, political affiliation or lack thereof, or any other status. Improper interference with the ability of the County's employees to perform their expected job duties will not be tolerated. The County endeavors to maintain an environment that is free from all forms of discrimination, including harassment.

A. Discriminatory practices include but are not limited to:

1. Discrimination on the basis of race, religion, gender, sexual orientation, gender identity, color, ancestry, serious medical condition, national origin, age, and/or disability. Harassment is a form of discrimination.
2. Sexual harassment includes, but is not limited to: requests for sexual favors, unwelcome sexual advances and other non-verbal, verbal or physical conduct of

a sexual nature that creates a hostile environment for persons of either gender, sex-oriented verbal kidding, teasing, jokes, comments, display of sexually suggestive objects or pictures, physical contact such as hugging, patting, or brushing up against another's body.

3. A hostile environment is a result of severe or pervasive harassment that substantially interferes with an individual's work performance. The harassment must have been unwelcome and offensive to the victim and of a nature that would be offensive to the reasonable person.

4. The hostile-environment standard applies to harassment on the basis of race, religion, sex, sexual orientation, gender identity, color, ancestry, serious medical condition, national origin, age, or disability.

5. Examples of harassing conduct include, but are not limited to:

a. Sexual harassment: Gender-based jokes or comments.

b. Race or national-origin harassment: Epithets, slurs, or negative stereotypical comments, jokes or cartoons

c. Age harassment: Remarks or jokes relating to a person's age.

d. Disability harassment: Disparaging remarks, slurs or jokes relating to a person's physical or mental disability.

e. Religious harassment: Coercion of employee participation in religious activities, verbal attacks or religious slurs.

f. Employment decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, religion, sexual orientation or ethnic group, or individuals with disabilities.

g. Denying employment opportunities to a person because of marriage to, or association with, an individual of a particular race, religion, sexual orientation, national origin, or an individual with a disability.

h. Retaliation against an employee who takes one of the following actions: filing a complaint of discrimination, participating in a discrimination investigation, opposing discriminatory practices or exercising any other right under federal or state anti-discrimination laws. The County will not tolerate employment-based retaliation and any violation should be reported immediately.

- B. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during County business trips, business meetings, and business-related social events.

7.5 Discrimination and Harassment Procedures:

The Human Resources Department shall be responsible for formally notifying all employees, Department Heads, Elected Officials and volunteers, of the discrimination and harassment policy. The Human Resources Department shall ensure that training on discrimination is periodically conducted, and that all employees and volunteers receive this training. Such training shall be offered to both elected and appointed officials.

- A. The County Manager, the Deputy County Manager, the Human Resources Director, Department Heads, managers and supervisors are responsible for creating a productive work environment in which discrimination, offensive conduct and harassment are not tolerated. They are responsible for taking immediate and appropriate corrective action in response to any confirmed violation of this policy and for assuring that no reprisals are taken against those who complain or participate in an investigation or oppose discriminatory conduct.
- B. An employee or volunteer who feels they have been subjected to any harassment or believes that they have been treated in an unlawful, discriminatory manner should report the incident promptly to the supervisor, Department Head, the Human Resources Department, the County Attorney, the County Manager, or the Deputy County Manager. Every effort shall be made to resolve the complaint at the lowest level practicable. The complaint will be kept confidential to the extent possible given the circumstances and parameters of investigation permitted by law.
- C. All employees, including supervisors, managers or directors, who become aware of possible discrimination of any employee, either as a result of having received a complaint directly from the employee or from personal observations, shall promptly report the situation to a Department Head, the Human Resources Director, the County Attorney, the Deputy County Manager or County Manager within two (2) business days.
- D. The individual who receives a complaint of discrimination shall request that the employee complete the County's Internal EEO Complaint Form or shall document the complaint if the employee refuses or is unable to complete the form. A copy of the completed Internal EEO Complaint Form shall be provided to the complaining employee and to the Human Resources Department within two (2) business days of the employee's complaint.
- E. The County is committed to investigate each complaint and to take immediate corrective action. The County Manager is responsible for the enforcement of these policies. The Human Resources Department shall provide guidance and assistance during the investigative process.

- F. At no time shall the alleged offender assist in conducting the investigation.
- G. The County Manager shall be responsible for appointing appropriate individuals to thoroughly investigate, document and recommend appropriate corrective action. The County Manager shall assure that all complaints are resolved promptly and effectively.
- H. The investigation shall begin as soon as possible, preferably within five (5) business days of the investigator's receipt of any discrimination complaint and shall be completed as promptly as possible given the scope and complexity of the particular complaint.
- I. The investigator shall consider whether it is appropriate to recommend that the alleged offender be placed on administrative leave pending the outcome of the investigation.
- J. The complainant and witnesses shall be reminded of the County's prohibition against retaliation.
- K. The investigator shall ask the complainant and witnesses not only about the alleged discrimination but also about any efforts by the interviewee to complain about the alleged discrimination and the responses, if any, of those who received such complaint(s). If it is determined that any person with authority to receive such complaint(s) failed to ensure that such complaint(s) were documented and forwarded to the Human Resources Department, that individual shall be subject to appropriate disciplinary action.
- L. The results of all investigations of discrimination shall be forwarded to and reviewed by the County Attorney and Human Resources Department within ten (10) business days of the conclusion of the investigation. The County Attorney and Human Resources Department shall report the results of its review and any recommendation to the County Manager.
- M. If the County Manager determines that an employee has discriminated against or harassed another individual, prompt, appropriate disciplinary action will be taken, up to and including termination of employment.
- N. A closure interview shall be conducted with the complainant within ten (10) business days of the issuance of the investigative report informing the complainant of the results of the investigation and, where appropriate, that action will be or has been taken. The department head(s) of the complainant and alleged offender will be informed of the results of the investigation.

- O. No retaliation of any kind shall be taken against an employee who has asserted a complaint or who has reported or assisted in the investigation of a complaint of discrimination or harassment. If retaliation takes place this violation will lead to disciplinary action up to and including termination.
- P. If after the investigation of any complaint, if it is determined that the complaint is not verifiable and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the complainant or any employee who gave false information, up to and including termination.
- Q. Nothing in this policy precludes an employee from making a report to the State of New Mexico Department of Human Rights or the Federal Equal Employment Opportunity Commission at any time.

U.S. Equal Employment
Opportunity Commission 505
Marquette Ave., NW
Albuquerque, NM 87102 (800)
669-6820

New Mexico Human Rights
Commission 1596 Pacheco Street,
Suite 103 Santa Fe, NM 87505
(505) 827-6838

Torrance County Online Application Equal Employment Opportunity Policy Statement

Torrance County notifies all applicants of its commitment to equal employment opportunity. The information is located on the main page of the online employment application as follows:

Torrance County is committed to effective, efficient and responsible public policy, excellent public service, courteous public contact, sensitivity to cultural beliefs and preservation of their heritage, providing quality services as required by law or mandated by the public, enhancing the health, safety and general well-being of the citizens of Torrance County and conducting county operations in a legal, ethical and fair manner.

Torrance County is committed to providing equal opportunity employment to applicants and employees without regard to race, religion, creed, age, sex, height, weight, marital status, disability unrelated to an individual's ability to perform adequately, national origin, citizenship, ancestry, or any other characteristic protected by law.

We conform to all the laws, statutes, and regulations concerning equal employment opportunities and affirmative action. We strongly encourage women, minorities, individuals with disabilities and veterans to apply to all of our job openings. We are an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, gender identity, or national origin, age, disability status, Genetic Information & Testing, Family & Medical Leave, protected veteran status, or any other characteristic protected by law.

We prohibit Retaliation against individuals who bring forth any complaint, orally or in writing, to the employer or the government, or against any individuals who assist or participate in the investigation of any complaint or otherwise oppose discrimination.

Torrance County's Employment Policies and Practices

Torrance County has compiled the following information to satisfy the Department of Justice, Office of Justice Programs' reporting requirements that each grant recipient provide information about its existing employment policies and practices to ensure equal opportunity for women and minorities.

The Torrance County Human Resources Policies and Procedures manual is a comprehensive document that provides the framework within which to make human resource decisions consistently and equitably according to the established personnel ordinance without regard to race, religion, sex, national origin, or color. The ordinance describes and outlines the organization's expectations, policies, procedures, rules of conduct, and benefits.

The information below summarizes Torrance County's policy statements affecting the employment relationship.

Pre-Employment Process

Torrance County has clarified its pre-employment processes in the personnel ordinance in Section V, Recruitment and Selection. The policy has been established to ensure fair and non-discriminatory hiring practices from recruitment through the selection and hiring process. Sections from the Torrance County Personnel Ordinance are as follows:

Recruitment Posting Procedure:

Whenever filling a vacant position, the Department Head must submit a "Request to Hire" form to the Human Resource Director. Within two (2) business days of receipt of the request, the Human Resource Director shall seek approval of the County Manager and post the opening within County offices. At the same time that the position is posted within the County, the position shall be posted on the County's public website and shall also be advertised at least once in the local newspaper.

Permission for Transfer:

No county employee or department head can deny another county employee who is not the subject of a disciplinary action, permission to apply for a job vacancy in any other county office or department for which the employee is qualified. Probationary employees are not eligible for transfer.

Applicant Responsibility:

- A. Submission of Applications:** Applications for employment shall be accepted in the County Manager's Office during normal business hours. Applicants shall be considered for positions for which they have applied and are qualified. Applications must be submitted on the employment application form provided by the county with any other applicable documents attached.
- B. Proof of Qualification:** The applicant is responsible for furnishing proof of qualifications or possession of any license, certification, or degree when these requirements are necessary and set forth in the job description.
- C. Immigration Act Compliance:** The applicant is responsible for furnishing proof of identification and right to work in accordance with the Immigration Reform and Control Act of 1986. If the applicant cannot furnish the required documentation, then the applicant is ineligible for work.
- D. Certification:** The applicant is responsible for signing the employment application and certifying as to the truth of all statements made in the application.
- E. Referral to Department Head:** The Human Resource Director will deliver applications to the department heads when the required advertising time has expired.

F. Testing: The County may require an applicant to submit to testing for certain bona fide occupational qualifications.

G. Reasonable Accommodations for Disabilities Applicants under consideration for employment shall disclose any reasonable accommodations required to enable them to perform the duties of the job for which they are applying.

Selection:

Selection shall be made by a hiring board and will be based on the following: skills, educational background, experience, personal interview, references, and results of pre-employment examinations.

- A. Employment Reference Checks:** References provided by the applicant shall be checked by the Human Resource Director prior to hiring. Applicants will be asked to sign a written authorization on the employment application for the county to check references. Only those applicants who sign this written authorization will be considered for the position for which they have applied.
- B. Driver's License Checks:** All applicants are subject to a motor vehicle check to verify that they have a valid New Mexico driver's license. If the applicant has an out of state driver's license, they must obtain a New Mexico driver's license within ninety (90) days of employment with the County. If an applicant's driver's license is suspended, revoked or not valid for any reason, they shall not be considered for County employment.
- C. Criminal History Check:** All applicants selected for interview will be asked to sign a written authorization for the County to conduct a criminal history check. Any applicant who refuses to sign the written authorization shall not be considered for employment with the County. If the criminal history check reveals a felony or misdemeanor conviction as described in NMSA 1978, 28-2-1 or 10-1-3, et seq., the applicant is ineligible for hire with the County.
- D. Physical Examinations and Drug Testing:** Applicants to whom positions have been offered shall be required to undergo medical examinations, which may include urinalysis, blood testing, and radiographic examination. Drug testing will be done for all new hires. Employment medical examinations must be completed and reviewed before the employee can report to work. Offers of employment are contingent upon the physician's statement that the individual can perform the assigned duties and tasks of that position and is drug free. The Human Resource Director will arrange all physical and drug testing appointments. Employment medical examinations will be paid for by the County. The County Manager may approve a conditional hire of an applicant pending the results of the physical and drug test in exceptional circumstances.

- E. Law Enforcement Entrance Exam:** All applicants for a law enforcement position must successfully complete the law enforcement entrance exam to be considered for employment with the County. The law enforcement entrance exam consists of a physical agility test, written exam, and interviews by the hiring board.

Ineligibility for Hire or Rehire:

An applicant shall be considered ineligible for hire or rehire by Torrance County if the applicant:

- A. Made any false statement or omission on the employment application.
- B. Unable to furnish proof of identification and right to work as defined by section 5.3(C).
- C. Refused to sign authorization for reference checks.
- D. Not met the requirements of the position.
- E. Failed to complete pre-employment examinations or other requirements as directed by the County.
- F. Not met the criteria for insurance or bonding as required by County or State law.
- G. Been dismissed from County service as a result of a disciplinary measure.
- H. Not been certified by a physician that the applicant can perform the physical requirements of the position.
- I. Does not have a valid New Mexico driver's license as described in section 5.4(B)
- J. Failed to provide a written two week notice of resignation from a previous County position or did not otherwise leave previous County employment in good standing. The County Manager may waive the two (2) week notice requirement.
- K. Been convicted of a felony as described in NMSA 1978, 28-2-1, et seq. (1987 Repl. Pamph.) or convicted of a felony or infamous crime as defined in NMSA 1978, 10-1-3.
- L. The above list is not necessarily exclusive, and may not include all of the reasons that would make an applicant ineligible for hire or rehire.

Ineligibility of Applicants for Dispatch or Sheriff's Department:

No person under indictment, convicted of a felony or involved in a drug, alcohol or domestic violence related incident, shall be eligible for employment in a dispatch or law enforcement position.

Appointed Employee:

Appointed employees are appointed by and serve at the pleasure of their respective elected official(s), and include but are not limited to: the Chief Deputy appointed by the County Assessor, Clerk, and Treasurer; the Undersheriff and the Executive Secretary appointed by the Sheriff; the County Manager, Fire Chief, and the County Attorney appointed by the County Commission; the Deputy County Manager appointed by the County Manager with Commission

concurrence. All appointed employees shall work a minimum of forty (40) hours per week and shall submit bi-weekly timesheets.

Promotion:

County employees are encouraged to take advantage of promotional opportunities and apply for higher paying positions for which they qualify. Probationary employees are not eligible for promotions until they have successfully completed their probation period.

Demotion:

An employee may be demoted to a vacant position for which the employee is qualified when the employee would otherwise be terminated because the employee's position is being abolished due to the lack of funds or lack of work and there are no appropriate vacancies at the same level; when the employee does not possess the necessary ability to render satisfactory performances in the position presently held; or when the employee voluntarily requests such a demotion. Demoted employees will receive a reduction in pay. Only a regular employee demoted due to an inability to render satisfactory performance in the position presently held is entitled to grievance proceedings.

Transfer: Employees may be moved from one position to another at the same rate of pay either voluntarily or involuntarily. An employee may be transferred if it is in the best interest of the County.

Job Classification:

Under Torrance County's classification plan, all employment positions are defined in a job description. Each job description includes the position's purpose, essential functions, performance requirements, and minimum qualifications. Job descriptions ensure job equity among positions throughout Torrance County and create a basis from which to regulate performance fairly and consistently.

Performance Management and Discipline

Torrance County encourages employees and supervisors to communicate regularly regarding work performance to address any issues consistently and in a timely and effective fashion. Encouraging a pro-active approach to performance management offers supervisors and employees the opportunity to resolve performance deficiencies informally at the lowest level possible through coaching, counseling, and improvement plans before initiating more formal disciplinary action. If informal department level efforts to correct performance deficiencies are unsuccessful, supervisors are granted the authority, with department head approval, to administer appropriate discipline using a positive, progressive-discipline process as a corrective

measure. All formal disciplinary actions are reviewed by the human resources department prior to imposition.

Reduction-In-Force:

If it is necessary for the County to reduce the number of county employees because of lack of funds or lack of work, the department head shall make the determination of the necessity for layoffs. The reduction will occur in the following manner:

- A. **Part-Time** Part-time, temporary, term and probationary employees will be laid off before regular full-time employees unless they are filling positions that require specific skills and knowledge.
- B. **Regular Full-Time** Lay off of regular employees shall be determined by the department head, based on the employees' suitability for the jobs remaining, ability to perform available work, past job performance, and length of service with the County.
- C. **Notification** Employees to be laid off shall be notified at any time during a pay period and shall be allowed to work through the end of that regular pay period or receive pay to the end of that period.
- D. **Accrued Annual Leave** Accrued annual leave shall be paid no later than the fifth (5th) day after the employee's final day of employment.
- E. **Permanent Layoff** An employee on permanent layoff must reapply to be considered for future employment.
- F. **Layoff Return to Work** A laid-off employee returning to County employment within six months of lay off will not serve a probationary period (unless the employee did not previously complete his probationary period while previously employed by the County) or undergo a medical examination and drug testing if hired to the same position.

Employment Separation

Torrance County's policy and procedure for an employment separation action, whether voluntary or involuntary, provides for a fair and orderly exit process and identifies the rights and obligations of both the separating employee and Torrance County pursuant to applicable federal, state, and local laws and regulations.

Under Torrance County policy, a department head may recommend termination of an employee. The offense and rationale for the decision to terminate must be documented and reviewed and approved by human resources. An employee subject to termination must be provided written

notice of the intent to terminate. An employee who has completed the requisite probationary period may appeal the action through the established grievance procedure.

Leave Practices

Torrance County adheres to all applicable federal and state leave requirements and provides various leave and holiday benefits to eligible employees. All mandatory and discretionary leave options are detailed in Section XI of the Torrance County Personnel Ordinance. All applicable federal and state leave law requirements remain applicable under the agreements.

Compensation Plan

Torrance County's compensation plan operates in conjunction with its classification plan to ensure equitable salaries among positions within the organization. The objectives of the compensation plan are to provide market-competitive wages in an equitable, fiscally-responsible manner to attract and retain highly-qualified employees. The human resources department works collaboratively with the department head of each area to attract and retain qualified and experienced applicants and staff.

SUMMARY

Employment policies created by Torrance County follow the established guidelines of personnel ordinance established by the Torrance County Board of County Commissioners. Great care is taken to treat each employment relationship fairly and equitably without regard to race, religion, sex, national origin, or color. All policies, practices, and agreements are subject to modification to comport with federal and state laws and operational needs. Modifications are carefully reviewed to ensure continued equal opportunity for all employees.

TORRANCE COUNTY WORKFORCE ANALYSIS

Introduction

Torrance County has compiled the following information to satisfy the Department of Justice, Office of Justice Programs' reporting requirements that each grant recipient provide workforce data demonstrating the diversity of its workforce.

The workforce analysis is a comparison of the workforce of Torrance County as an employer to the workforce in Torrance County. The data is organized according to the U.S. Census Bureau's eight job categories then cross-classified by sex and race. The analysis shows the present representation of women and minorities in all job categories; and conversely, where women and minorities are under-represented. The results identify specific areas of focus for future recruitment and retention activities.

For reporting purposes, all job descriptions for the Torrance County positions have been categorized according to the eight major job categories defined by the U.S. Census Bureau as follows: (1) Officials and Administrators, (2) Professionals, (3) Technicians, (4) Protective Services: Sworn, (5) Protective Services: Non-Sworn, (6) Administrative Support, (7) Skilled Craft Workers, and (8) Service Maintenance. A brief explanation of the job categories follows.

Officials and Administrators set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis.

Professionals require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge.

Technicians require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training.

Protective Services: Sworn are entrusted with public safety, security, and protection from destructive forces.

Protective Services: Non-Sworn perform or support a specific public safety function.

Administrative Support (including Clerical) is responsible for internal and external communication, recording and retrieving data and/or information, and other paperwork required in an office.

Skilled Craft Workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the process involved in the work

which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs.

Service-Maintenance duties result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery.⁶⁷

Data Sets

Workforce data voluntarily collected from the part-time and full-time employees of Torrance County was compiled and classified according to the U.S. Census Bureau's eight job categories then cross-classified by sex and race. Elected and appointed officials, as well as, seasonal workers were excluded from the data set.

Torrance County labor market data was used for the comparative study. The labor market was defined using the parameters identified by the Office of Justice Programs. Consideration was also given to the local recruitment efforts and current employee demographics of Torrance County. Labor market data was automatically retrieved from the U.S. Census Bureau using the Office of Justice Program's online system and was organized and reported in the same manner as the workforce data compiled for Torrance County.

Workforce Analysis

Workforce data from Torrance County (TC) was compared to the Torrance County labor market to create a workforce analysis. The analysis produced two sets of results. The numerical result in each individual race category represents the sum of individuals within each study who identify with that particular race. The corresponding percent shows how the race is represented. TC's data is from FY23.

Torrance County 2019, ACS American Community Survey of the U.S. Census Bureau		
Population		15,045
Race		
White		9,801
Black or African American (alone)		133
American Indian and Alaska Native (alone)		387
Asian (alone)		54
Native Hawaiian, Pacific Islander (alone)		11
2+ races		2,327
Hispanic or Latino (of any race)		6,265

Some Other Race		2,332
		15497
Veteran population		1,590

Workforce Analysis Comparison

Torrance County Data

	Male 16+ total: 6737/in labor force: 3428								Female 16+ total: 5848/in labor force: 2486							
	Total M	White	H/L	B/AA	AI/AN	Asian	NH/OPI	2+ races	Total F	White	H/L	B/AA	AI/AN	Asian	NH/OPI	2+ races
Job Categories																
Officials/Admin																
County Staff	9	4	6	0	0	0	0	0	6	1	5	0	0	0	0	0
County Staff Percent	60.00%	26.60%	40.00%	0.00%	0.00%	0.00%	0.00%	0.00%	40.00%	6.60%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%
Torrance County Number	644	480	150	0	0	0	0	10	340	225	115	0	0	0	0	0
Torrance County Percent	65.40%	48.70%	15.20%	0.00%	0.00%	0.00%	0.00%	1.00%	34.50%	22.80%	11.70%	0.00%	0.00%	0.00%	0.00%	0.00%
Professionals																
County Staff	6	5	1	0	0	0	0	0	7	3	3	0	1	0	0	0
County Staff Percent	46.15%	38.46%	7.69%	0.00%	0.00%	0.00%	0.00%	0.00%	53.85%	23.08%	23.08%	0.00%	7.69%	0.00%	0.00%	0.00%
Torrance County Number	427	330	75	0	4	10	0	4	594	430	115	0	10	0	4	20
Torrance County Percent	42.10%	32.50%	7.40%	0%	0.40%	1%	0%	0.40%	28.50%	42.40%	11.30%	0%	1%	0%	0.40%	2%
Technicians																
County Staff	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
County Staff Percent	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Torrance County Number	68	40	14	10	4	4	0	0	127	75	44	0	4	0	0	0
Torrance County Percent	34.90%	20.50%	7.20%	5.10%	2.10%	0%	0%	0%	65.10%	38.50%	22.60%	0%	2.10%	0%	0%	0%
Protective Services Sworn																
County Staff	18	11	7	0	0	0	0	0	3	1	2	0	0	0	0	0
County Staff Percent	85.71%	52.38%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	14.29%	4.76%	9.52%	0.00%	0.00%	0.00%	0.00%	0.00%
Torrance County Number	194	135	45	10	0	0	0	0	52	40	8	0	4	0	0	0
Torrance County Percent	77.60%	54%	18%	4%	0%	0%	0%	0%	20.80%	16%	3.20%	0%	1.60%	0%	0%	0%
Protective Services Non-sworn																
County Staff	4	4	0	0	0	0	0	0	1	1	0	0	0	0	0	0
County Staff Percent	80.00%	80.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	20.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Torrance County Number	4	0	4	0	0	0	0	0	4	0	4	0	0	0	0	0
Torrance County Percent	40%	0%	40%	0%	0%	0%	0%	0%	40%	0%	40%	0%	0%	0%	0%	0%
Administrative Support																
County Staff	12	9	1	1	0	1	0	0	20	10	10	0	0	0	0	0
County Staff Percent	37.50%	28.13%	3.13%	3.13%	0.00%	3.13%	0.00%	0.00%	62.50%	31.25%	31.25%	0.00%	0.00%	0.00%	0.00%	0.00%
Torrance County Number	433	295	115	0	4	0	0	15	1036	645	335	4	25	4	0	4
Torrance County Percent	29.30%	19.90%	7.80%	0%	0.30%	0%	0%	1%	70%	43.60%	22.60%	0.30%	1.70%	0.30%	0%	0.30%
Skilled Craft																
County Staff	14	4	9	0	1	0	0	0	0	0	0	0	0	0	0	0
County Staff Percent	100.00%	28.57%	64.29%	0.00%	7.14%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Torrance County Number	983	545	420	4	10	0	0	4	89	65	24	0	0	0	0	0
Torrance County Percent	91.40%	50.70%	39.10%	0.40%	0.90%	0%	0%	0.40%	8.30%	6%	2.20%	0%	0%	0%	0%	0%
Service Maintenance																
County Staff	4	3	1	0	0	0	0	0	2	0	2	0	0	0	0	0
County Staff Percent	66.67%	50.00%	16.67%	0.00%	0.00%	0.00%	0.00%	0.00%	33.33%	0.00%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%
Torrance County Number	1266	765	475	4	4	4	0	25	908	560	315	4	4	10	0	15
Torrance County Percent	58.20%	35.20%	21.80%	0.20%	0.20%	0.20%	0%	1.10%	41.70%	25.70%	14.50%	0.20%	0.20%	0.50%	0%	0.70%

TORRANCE COUNTY RECRUITING UNDER-REPRESENTED GROUPS

Torrance County has compiled the following information to satisfy the Department of Justice, Office of Justice Programs' reporting requirements that each grant recipient analyze components of its employment process to demonstrate the diversity within the employment process.

The chart shows a complete representation of the applications received from individuals who self-identified according to gender and race. The chart also depicts the number of individuals hired in each category according to gender and race. A discussion of the applications submitted by members of the under-represented groups follows.

For the relevant time period, Torrance County posted a total of 5 job announcements in the Protective Services: Sworn category. Torrance County accepted 49 applications in response to the job announcements. Eighteen applications (36.7%) were submitted by individuals who self-identified as Hispanic or Latino which ranked second for the number of applications accepted behind White Male Applicants (55.1%).

For the relevant time period, Torrance County posted a total of 3 job announcements in the Protective Services: Non-Sworn category. Torrance County accepted 10 applications in response to the job announcements. Three applicants (30%) were submitted by individuals who self-identified as Hispanic or Latino Male which ranked second for the number of applicants accepted behind White Male applicants (70%).

For the relevant time period, Torrance County posted a total of 18 job announcements in the Administrative Support category. Torrance County accepted 98 applications in response to the job announcements. Forty-one applicants (41.8%) were submitted by individuals who self-identified as Hispanic or Latino Female which ranked first for the number of applicants followed by White female applicants (29.6%).

Torrance County Applicant/Hire EEO Chart														
Job Category	Male							Female						
	White	H/L	Black/AA	Asian	NH/OPI	AI/Alaska	2+ Races	White	H/L	Black/AA	Asian	NH/OPI	AI/OPI	2+ Races
Officials/Admin	2/0	2/0	0	0	0	0	0	1/0	2/2	1/0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	1/1	0	1/0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Protective Services: Sworn	27/0	18/1	1/0	0	0	0	0	0	3/1	0	0	0	0	0
Protective Services: Non Sworn	7/3	3/1	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	16/2	5/0	0	1/1	0	3/0	0	29/4	41/10	0	2/0	0	0	1/0
Skilled Craft	2/2	5/3	0	0	0	0	0	0	0	0	0	0	0	0
Service Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Data from FY2021

White = White (Not Hispanic or Latino)

H/L = Hispanic or Latino

Black/AA = Black or African American (Not Hispanic or Latino)

AI/AN = American Indian or Alaska Native

Asian = Asian (Not Hispanic or Latino)

NH/OPI = Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)

2+ Races = 2+ Races

TORRANCE COUNTY CORRECTIVE ACTIONS UNDER-REPRESENTED GROUPS

Torrance County has compiled the following information to satisfy the Department of Justice, Office of Justice Programs' reporting requirements that each grant recipient analyze components of its organization to determine problematic areas.

The chart represents the number and type of corrective actions processed by Torrance County for the time period analyzed. The data indicates that there is no correlation between the seven areas of under representation that have been identified by the Office of Justice Programs and the number and type of corrective actions.

Torrance County Corrective Actions EEO Chart FY2021			
Job Category	Male		Female
	White	H/L	White
Protective Services: Sworn	2 - Written Reprimand 1- Termination	1 - Written Reprimand 1 - Suspension	
Protective Services: Non Sworn	1 - Termination		
Administrative Support	1 - Written Reprimand	1- Written Reprimand	1 - Written Reprimand 1- Suspension

TORRANCE COUNTY EMPLOYMENT SEPARATION UNDER-REPRESENTED GROUPS

Torrance County has compiled the following information to satisfy the Department of Justice, Office of Justice Programs' reporting requirements that each grant recipient analyze components of its organization to determine problematic areas.

The chart on the next page represents the number of employment separations processed by Torrance County for the time period analyzed. Data for both voluntary and involuntary separations was compiled and is provided. The data is insufficient to draw any conclusions concerning the under-represented groups identified by the Office of Justice Programs.

Torrance County Voluntary/Involuntary Separations FY2021					
Job Category	Male			Female	
	White	H/L	Black/AA	White	H/L
Officials/Admin	1/2				
Professionals	1/0			1/0	2/0
Protective Services: Sworn	1/0				
Protective Services: Non Sworn		2/0	0/1		1/0
Administrative Support				3/2	1/1
Skilled Craft		2/0			

TORRANCE COUNTY EEO PLAN GOALS FY 2021 - 2025

1. Torrance County's Human Resources and Departments must work collaboratively to ensure adherence to established policies and practices based on Torrance County's personnel ordinance to ensure continued equal employment opportunity.
2. Promote a work environment that is free from all forms of discrimination and harassment.
3. Continually review tests, testing procedures, and interview questions for Protective Services Sworn and Non-Sworn positions.
4. Provide opportunities for career development and advancement for all employees and acknowledge the equal employment opportunity occupational job categories where all employees, including minorities and women, continue to be underrepresented, and recommend recruitment, retention and career development solutions to address these areas.
5. All interview panelists will be briefed on Torrance County policies, procedures, and practices concerning the interview selection process.

TORRANCE COUNTY FUTURE RECRUITMENT EFFORTS

Continue current application process through the online application system, giving everyone the opportunity to apply for open positions within Torrance County.

Partner with state and local workforce agencies to have vacancy announcements sent to an agency point of contact to make job seekers aware of employment opportunities with Torrance County.

Continue to reach out to applicants that have unsubmitted applications.

Improve the quality of the job descriptions for each position within Torrance County.

Continue participating in career fairs, job fairs, and other outreach events within the region.

Continue to utilize social media outlets for recruitment.

TORRANCE COUNTY EEO PLAN DISSEMINATION PROCEDURES

Internal Dissemination

Upon adoption by the Torrance County Board of County Commissioners, the EEO Plan, which includes the Workforce Analysis data will be disseminated by:

- Distributing an electronic copy of the EEO Plan to Directors, Department Heads, and Elected Officials of Torrance County;
- Providing electronic notification to Torrance County employees of the published EEO Plan explaining the intent, purpose and goals, and options for inspecting the document;
- Posting notices of document availability in common, well-traveled areas.

External Dissemination

Upon adoption by the Torrance County Board of County Commissioners, The EEO Plan, which includes the EEO Utilization Report data will be:

- Recorded by the County Clerk and available for inspection;
- Noted on Torrance County's website that the EEO Plan is available for inspection through the Human Resources Department or the County Clerk's Department;

TORRANCE COUNTY EEO PLAN POINTS OF CONTACT

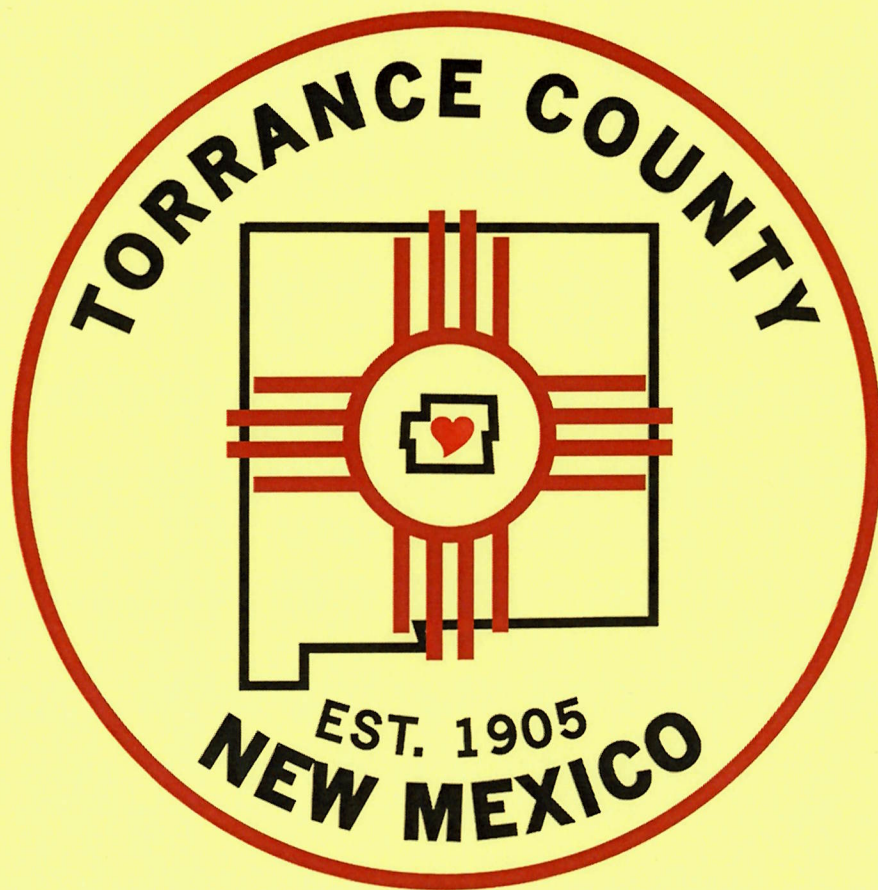
Interim County Manager

Tracy Sedillo
205 S. Ninth St
Estancia, NM 87016
(505) 544-4700

Director of Human Resources

Rochelle L. Wallace
205 S. Ninth St

Estancia, NM 87016
(505) 544-4706



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 I

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TORRANCE COUNTY DWI PROGRAM
AND
CITY OF MORIARTY POLICE DEPARTMENT**

This MEMORANDUM OF UNDERSTANDING is entered into by and between the Torrance County Driving While Intoxicated (DWI) Program and the City of Moriarty Police Department.

WHEREAS, alcohol-involved crashes in Torrance County constitute a threat to the safety of motorists and the community at large; and

WHEREAS, the Torrance County DWI program has received funding for Fiscal Year 2025 from the "Local DWI Grant Program" which is administered by the State of New Mexico Department of Finance and Administration/Local Government Division, to be used for the enforcement of DWI laws in the State of New Mexico, in order to reduce the incidences of alcohol-involved crashes; and

WHEREAS, the City of Moriarty Police Department has made a commitment to work toward reducing the number of alcohol-involved crashes in Torrance County and is willing to conduct underage drinking operations and directed patrols operations to this effort, but is unable to commit manpower on a regular basis to conduct such activities, but can pay officers overtime to conduct special DWI enforcement operations; and

It is hereby agreed:

1. The City of Moriarty Police Department will conduct DWI enforcement activities (underage drinking operations and directed patrols operations) at locations within Torrance County where alcohol-involved crashes are prevalent. Upon completion of each activity, the police department will then provide a detailed activity report, as well as a detailed statement advising which officers participated in the activities. The final report shall be due no later than June 10, 2025.
2. The Torrance County DWI Program will ensure payment is made to the City of Moriarty Police Department for overtime expenditures associated with DWI enforcement events and prevention activities conducted in Torrance County.
3. The City of Moriarty Police Department will ensure a representative attends the DWI Planning Council meetings held quarterly.

The total amount expended shall not exceed \$7,000.00 and is to be spent prior to June 10, 2025, and the expenditure of this money can only be used for above-mentioned activities in Torrance County, New Mexico.

This MEMORANDUM OF UNDERSTANDING will become effective when fully executed by both parties, and will continue to be in effect until June 30, 2025, or until terminated in writing by either party within thirty days notice of said termination.

IN WITNESS WHEREOF, the parties names herein have caused this MEMORANDUM to be duly executed on their behalf and be unto official.

Ryan Schwebach, Chair – District 2

Date

Torrance County Attorney

Date

City of Moriarty Police Chief

Date

City of Moriarty Attorney

Date



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 J

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TORRANCE COUNTY DWI PROGRAM
AND
TORRANCE COUNTY SHERIFF'S OFFICE**

This MEMORANDUM OF UNDERSTANDING is entered into by and between the Torrance County Driving While Intoxicated (DWI) Program and the Torrance County Sheriff's Office.

WHEREAS, alcohol-involved crashes in Torrance County constitute a threat to the safety of motorists and the community at large; and

WHEREAS, the Torrance County DWI program has received funding for Fiscal Year 2025 from the "Local DWI Grant Program" which is administered by the State of New Mexico Department of Finance and Administration/Local Government Division, to be used for the enforcement of DWI laws in the State of New Mexico, in order to reduce the incidences of alcohol-involved crashes; and

WHEREAS, the Torrance County Sheriff's Office has made a commitment to work toward reducing the number of alcohol-involved crashes in Torrance County and is willing to conduct DWI checkpoints and directed patrols operations to this effort, but is unable to commit manpower on a regular basis to conduct such activities, but can pay officers overtime to conduct special DWI enforcement operations; and

It is hereby agreed:

1. The Torrance County Sheriff's Office will conduct DWI enforcement activities (checkpoints and directed patrols operations) at locations within Torrance County where alcohol-involved crashes are prevalent. Upon completion of each activity, the police department will then provide a detailed activity report, as well as a detailed statement advising which officers participated in the activities. The final report shall be due no later than June 10, 2025.
2. The Torrance County DWI Program will ensure payment is made to the Torrance County Sheriff's Office for overtime expenditures associated with DWI enforcement events and prevention activities conducted in Torrance County.
3. The Torrance County Sheriff's Office will ensure a representative attends the DWI Planning Council meetings held quarterly.

The total amount expended shall not exceed \$6,000.00 and is to be spent prior to June 10, 2025, and the expenditure of this money can only be used for above-mentioned activities in Torrance County, New Mexico.

This MEMORANDUM OF UNDERSTANDING will become effective when fully executed by both parties, and will continue to be in effect until June 30, 2025, or until terminated in writing by either party within thirty days notice of said termination.

IN WITNESS WHEREOF, the parties names herein have caused this MEMORANDUM to be duly executed on their behalf and be unto official.

Ryan Schwebach, Chair – District 2

Date

Torrance County Attorney

Date

Torrance County Sheriff

Date



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 A

FISCAL ADMINISTRATION AGREEMENT

This Fiscal Administration Agreement (“Agreement”) is entered into this 28th day of August 2024 (the “Effective Date”), by and between the **Duran Mutual Heritage Society**, (“Borrower/Grantee”), and **Torrance County**, (“Fiscal Administrator”) (collectively, the “Parties”), for the benefit of the DFA as described below.

WITNESSETH:

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing **Association in good standing** under the general laws of the State.

WHEREAS, the Fiscal Administrator is a legally and regularly created, established, organized and existing **incorporated county, in good standing** under the general laws of the State of New Mexico; and

WHEREAS, the Department of Finance and Administration (“DFA”) awarded funds to the Borrower/Grantee and in order to secure such award, the Borrower/Grantee must procure fiscal administration services, satisfactory to the DFA, to properly administer the funds; and

WHEREAS, the Borrower/Grantee desires that the Fiscal Administrator provide such services; and

WHEREAS, the Fiscal Administrator wishes to perform such services.

WHEREAS, the Fiscal Administrator has met and will continue to meet the requirements of Executive Order 2013-006 [**except to the extent such requirements have been waived**] for the life of this Agreement; and

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE 1 – PURPOSE OF AGREEMENT

The purpose of this Agreement is for the Fiscal Administrator to provide fiscal administrative services in connection with funding (the “Loan/Grant” or “Loan/Grant Amount”) received by the Borrower/Grantee with the following terms:

<u>Loan/Grant Number</u>	<u>Loan/Grant Amount</u>	<u>Project Description</u>
TBD	\$15,000	to contract services for a feasibility study of the Duran Schoolhouse/Community Center

ARTICLE 2 – TERM OF AGREEMENT

This Agreement is effective on **August 28, 2024** and shall continue in effect until the Loan/Grant is repaid in full and the corresponding project is completed or the Loan/Grant funds are re-allocated. Notwithstanding the foregoing, in no circumstances shall this Agreement terminate without the consent of the DFA.

ARTICLE 3 – RESPONSIBILITIES OF FISCAL ADMINISTRATOR

The Fiscal Administrator shall provide the following services for each Loan/Grant. Such services must be performed in accordance with this Agreement and any and all agreements between the Borrower/Grantee and the DFA governing each Loan/Grant (the “Loan/Grant Agreement(s)”).

A. Procurement

1. Verify that all contractors or subcontractors providing services or materials in connection with the Loan/Grant are selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, are selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.
2. Verify that the following provision is in every contract or subcontract for services or materials executed in connection with the Loan/Grant which the Borrower/Grantee is a party:

“There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.”

3. Verify that any contractor providing construction services in connection with the Loan/Grant posted a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

B. Requisition and Invoicing.

1. Ensure that Loan/Grant funds are expended in accordance with all applicable laws, regulations, and the Loan/Grant Agreement(s) and that the transactions are appropriately accounted for in compliance with such laws, regulations, and the Loan/Grant Agreement(s).
2. Ensure that Loan/Grant funds are used only for Eligible Items and in particular, the scope of work as defined on the term sheet attached to the Loan/Grant Agreement(s).
3. Review, approve and submit Loan/Grant requisitions in the form attached to the Loan/Grant Agreement(s) ensuring the accuracy of each requisition and associated

invoices. For construction, ensure that Loan/Grant funds are or will be used in accordance with approved plans and specifications.

4. Ensure that requisitions are supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other project-related activities accomplished as of the date of the disbursement request.
5. Monitor construction of an approved project for compliance with the requirements of the final approved contract and the plans and specifications.
6. Verify the availability and appropriate use of matching funds, including verification of adequate evidence of matching expenditures, as required by the Loan/Grant Agreement(s).

C. Documentation/Records.

1. Retain all records and information relating to the services outlined in the Agreement for at least three (3) years after the termination of this Agreement or as otherwise dictated by applicable law.
2. Make available for inspection by the Borrower/Grantee and the DFA such records or access to records relative to the services outlined in this Agreement.
3. Immediately notify the Borrower/Grantee and the DFA of any operational problems or other occurrence that could impact the Loan/Grant Agreement(s).

ARTICLE 4 – COMPENSATION

The Borrower/Grantee shall pay to the Fiscal Administrator, as compensation for services rendered, upon full and satisfactory completion of the services, reports and deliverables outlined in this Agreement as follows:

NONE

Total compensation under this Agreement shall not exceed \$0 and shall not exceed any maximum reimbursable amount outlined in any law, regulation or policy governing the Loan/Grant Agreement(s).

ARTICLE 5 – STANDARD OF CARE

The Fiscal Administrator hereby represents that it is an expert in providing the services contemplated by this Agreement. Therefore, over and above, and in addition to, any fiduciary or other obligations under applicable law, the Fiscal Administrator agrees that it shall at all times exercise at least the degree of care and competence as would a professional expert with superior

skills in providing the services outlined in this Agreement.

ARTICLE 6 – STATUS OF FISCAL ADMINISTRATOR

The Fiscal Administrator is an independent contractor performing professional services for the Borrower/Grantee as described herein, and nothing herein contained shall be deemed to create an agency relationship between the Fiscal Administrator and the Borrower/Grantee. The Fiscal Administrator is not an employee of the Borrower/Grantee. In no event shall the Fiscal Administrator be entitled to participate in, or be entitled to receive any benefits from the Borrower/Grantee's employee benefit plan, nor shall the Fiscal Administrator be entitled to accrue leave, retirement, insurance, bonding authority, use of Borrower/Grantee's vehicles, or any other benefits accorded to employees of the Borrower/Grantee as a result of this Agreement. The Fiscal Administrator acknowledges that it is responsible for any and all reporting required to be made to any taxing authority for income tax purposes. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7 – ASSIGNMENT

The Fiscal Administrator shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Borrower/Grantee and the DFA.

ARTICLE 8 – SUBCONTRACTING

The Fiscal Administrator shall not subcontract any portion of the services to be performed under this Agreement.

ARTICLE 9 – RECORDS AND AUDITS

As provided in Article 3, Paragraph C, the Fiscal Administrator shall maintain detailed records of all fees and expenses for three years from the expiration or termination of the Agreement. Those records shall be subject to inspections and audit by the Borrower/Grantee and its authorized representatives. The Borrower/Grantee shall have the right to audit billings both before and after payment. Payment under this Agreement shall not preclude the right of the Borrower/Grantee to recover excessive or illegal payments.

ARTICLE 10 – AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing that is executed by both Parties, with the written consent of the DFA.

ARTICLE 11 – NOTICES

All notices, or other communications regarding the implementation of this Agreement shall be in writing and shall be deemed to have been given when delivered by registered or certified mail or

overnight carrier. Notices shall be addressed to:

Borrower/Grantee:	Name:	Duran Mutual Heritage Foundation
	Address:	Duran, New Mexico 88301
Fiscal Administrator:	Name:	Torrance County
	Address:	205 S Ninth Street, PO Box 48 Estancia, New Mexico 87106
DFA	Name:	Department of Finance and Administration
	Address:	407 Galisteo Street Santa Fe, NM 87501

ARTICLE 12 – SCOPE OF AGREEMENT

This Agreement incorporates all the agreements and understandings between the parties concerning its subject matter, and all agreements and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of this Agreement is valid or enforceable unless included in this Agreement.

ARTICLE 13 – PENALTIES FOR VIOLATION OF LAW

The New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

ARTICLE 14 – EQUAL OPPORTUNITY COMPLIANCE

The Fiscal Administrator agrees to abide by all Federal and State laws and rules and regulations, and Executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity.

ARTICLE 15 – APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico. Venue shall be proper in the Judicial District Court for the county in which the Borrower/Grantee is located.

ARTICLE 16 – PENALTIES FOR VIOLATION OF LAW

The New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

ARTICLE 17 – FULL AUTHORITY

Fiscal Administrator and the Borrower/Grantee represent that (i) each has all rights, power and

authority necessary to enter into and perform this Agreement, (ii) that neither the Fiscal Administrator nor the Borrower/Grantee has granted any third party rights inconsistent with the rights and obligations of the other party, and (iii) both Fiscal Administrator and the Borrower/Grantee shall reasonably cooperate with the other party in connection with their respective rights and obligations.

ARTICLE 18 – FACSIMILIE/COUNTERPARTS

This Agreement may be executed in counterparts and may be returned signed by electronic e-mail or facsimile.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 28th day of August 2024.

Duran Mutual Heritage Society

BY _____ DATE _____
Azeez Hindi, Authorized Signatory

Torrance County, New Mexico

BY _____ DATE _____
Ryan Schwebach, Commission Chair

APPROVED:
DEPARTMENT OF FINANCE AND ADMINISTRATION

BY _____ DATE _____

Fiscal Agent for Duran Mutual Heritage Society (DMHS)

Purpose:

To enter into an agreement with DMHS to serve as their fiscal agent and administer funds allocated through the City Parks Improvement Fund.

Justification:

Duran Mutual Heritage Society (DMHS) is seeking funding for a feasibility study that will determine the next steps in renovating Duran School House. The renovation of the Schoolhouse and grounds will provide opportunities for community engagement, needed services, and rural development, bringing business and income into the area.

Reimbursable Funding:

Funder	Request Amount	Expiration Date
NM DFA	\$15,000	2028

Torrance County Responsibilities:

- A. Procurement
- B. Requisition and Invoicing
- C. Documentation/Records

Please see Agreement for more details on A-C.

Administrative Costs

Department	Number of Hours (Annual Average)	Approximate Cost
Manager's Office	22	\$1,442.30
Finance Department	32	\$1,024
Grants Department	64	\$1,584
	~ Total	\$4626.30

Recurring Costs:

There will be no recurring costs related to this funding. DMHS will be responsible for any funding outside the feasibility study and will own and operate the Community Center.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 B.1

FISCAL ADMINISTRATION AGREEMENT

This Fiscal Administration Agreement (“Agreement”) is entered into this 28th day of August 2024 (the “Effective Date”), by and between the **EMWT Regional Water Association**, (“Borrower/Grantee”), and **Torrance County**, (“Fiscal Administrator”) (collectively, the “Parties”), for the benefit of the MRCOG as described below.

WITNESSETH:

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing **Water or Natural Gas Association in good standing** under the general laws of the State and more specifically **Water or Natural Gas Association Act NMSA 1978, §§11—1 Through 11-1-17**.

WHEREAS, the Fiscal Administrator is a legally and regularly created, established, organized and existing **incorporated county, in good standing** under the general laws of the State of New Mexico; and

WHEREAS, the Mid-Region Council of Governments (“MRCOG”) awarded funds to the Borrower/Grantee and in order to secure such award, the Borrower/Grantee must procure fiscal administration services, satisfactory to the MRCOG, to properly administer the funds; and

WHEREAS, the Borrower/Grantee desires that the Fiscal Administrator provide such services; and

WHEREAS, the Fiscal Administrator wishes to perform such services.

WHEREAS, the Fiscal Administrator has met and will continue to meet the requirements of Executive Order 2013-006 [**except to the extent such requirements have been waived**] for the life of this Agreement; and

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE 1 – PURPOSE OF AGREEMENT

The purpose of this Agreement is for the Fiscal Administrator to provide fiscal administrative services in connection with funding (the “Loan/Grant” or “Loan/Grant Amount”) received by the Borrower/Grantee with the following terms:

<u>Loan/Grant Number</u>	<u>Loan/Grant Amount</u>	<u>Project Description</u>
TBD	\$320,000	to purchase water systems and rights for Estancia Valley

ARTICLE 2 – TERM OF AGREEMENT

This Agreement is effective on **August 28, 2024** and shall continue in effect until the Loan/Grant is repaid in full and the corresponding project is completed or the Loan/Grant funds are re-allocated. Notwithstanding the foregoing, in no circumstances shall this Agreement terminate without the consent of the MRCOG.

ARTICLE 3 – RESPONSIBILITIES OF FISCAL ADMINISTRATOR

The Fiscal Administrator shall provide the following services for each Loan/Grant. Such services must be performed in accordance with this Agreement and any and all agreements between the Borrower/Grantee and the MRCOG governing each Loan/Grant (the “Loan/Grant Agreement(s)”).

A. Procurement

1. Verify that all contractors or subcontractors providing services or materials in connection with the Loan/Grant are selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, are selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.
2. Verify that the following provision is in every contract or subcontract for services or materials executed in connection with the Loan/Grant which the Borrower/Grantee is a party:

“There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.”

3. Verify that any contractor providing construction services in connection with the Loan/Grant posted a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

B. Requisition and Invoicing.

1. Ensure that Loan/Grant funds are expended in accordance with all applicable laws, regulations, and the Loan/Grant Agreement(s) and that the transactions are appropriately accounted for in compliance with such laws, regulations, and the Loan/Grant Agreement(s).
2. Ensure that Loan/Grant funds are used only for Eligible Items and in particular, the scope of work as defined on the term sheet attached to the Loan/Grant Agreement(s).
3. Review, approve and submit Loan/Grant requisitions in the form attached to the Loan/Grant Agreement(s) ensuring the accuracy of each requisition and associated

invoices. For construction, ensure that Loan/Grant funds are or will be used in accordance with approved plans and specifications.

4. Ensure that requisitions are supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other project-related activities accomplished as of the date of the disbursement request.
5. Monitor construction of an approved project for compliance with the requirements of the final approved contract and the plans and specifications.
6. Verify the availability and appropriate use of matching funds, including verification of adequate evidence of matching expenditures, as required by the Loan/Grant Agreement(s).

C. Documentation/Records.

1. Retain all records and information relating to the services outlined in the Agreement for at least three (3) years after the termination of this Agreement or as otherwise dictated by applicable law.
2. Make available for inspection by the Borrower/Grantee and the MRCOG such records or access to records relative to the services outlined in this Agreement.
3. Immediately notify the Borrower/Grantee and the MRCOG of any operational problems or other occurrence that could impact the Loan/Grant Agreement(s).

ARTICLE 4 – COMPENSATION

The Borrower/Grantee shall pay to the Fiscal Administrator, as compensation for services rendered, upon full and satisfactory completion of the services, reports and deliverables outlined in this Agreement as follows:

NONE

Total compensation under this Agreement shall not exceed \$0 and shall not exceed any maximum reimbursable amount outlined in any law, regulation or policy governing the Loan/Grant Agreement(s).

ARTICLE 5 – STANDARD OF CARE

The Fiscal Administrator hereby represents that it is an expert in providing the services contemplated by this Agreement. Therefore, over and above, and in addition to, any fiduciary or other obligations under applicable law, the Fiscal Administrator agrees that it shall at all times exercise at least the degree of care and competence as would a professional expert with superior

skills in providing the services outlined in this Agreement.

ARTICLE 6 – STATUS OF FISCAL ADMINISTRATOR

The Fiscal Administrator is an independent contractor performing professional services for the Borrower/Grantee as described herein, and nothing herein contained shall be deemed to create an agency relationship between the Fiscal Administrator and the Borrower/Grantee. The Fiscal Administrator is not an employee of the Borrower/Grantee. In no event shall the Fiscal Administrator be entitled to participate in, or be entitled to receive any benefits from the Borrower/Grantee's employee benefit plan, nor shall the Fiscal Administrator be entitled to accrue leave, retirement, insurance, bonding authority, use of Borrower/Grantee's vehicles, or any other benefits accorded to employees of the Borrower/Grantee as a result of this Agreement. The Fiscal Administrator acknowledges that it is responsible for any and all reporting required to be made to any taxing authority for income tax purposes. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7 – ASSIGNMENT

The Fiscal Administrator shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Borrower/Grantee and the MRCOG.

ARTICLE 8 – SUBCONTRACTING

The Fiscal Administrator shall not subcontract any portion of the services to be performed under this Agreement.

ARTICLE 9 – RECORDS AND AUDITS

As provided in Article 3, Paragraph C, the Fiscal Administrator shall maintain detailed records of all fees and expenses for three years from the expiration or termination of the Agreement. Those records shall be subject to inspections and audit by the Borrower/Grantee and its authorized representatives. The Borrower/Grantee shall have the right to audit billings both before and after payment. Payment under this Agreement shall not preclude the right of the Borrower/Grantee to recover excessive or illegal payments.

ARTICLE 10 – AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing that is executed by both Parties, with the written consent of the MRCOG.

ARTICLE 11 – NOTICES

All notices, or other communications regarding the implementation of this Agreement shall be in writing and shall be deemed to have been given when delivered by registered or certified mail or

overnight carrier. Notices shall be addressed to:

Borrower/Grantee:	Name:	EMWT
	Address:	416 5 TH Street, PO Box 118 Estancia, New Mexico 87106
Fiscal Administrator:	Name:	Torrance County
	Address:	205 S Ninth Street, PO Box 48 Estancia, New Mexico 87106
MRCOG	Name:	Mid-Region Council of Governments
	Address:	809 Copper Avenue NW Albuquerque, NM 87102

ARTICLE 12 – SCOPE OF AGREEMENT

This Agreement incorporates all the agreements and understandings between the parties concerning its subject matter, and all agreements and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of this Agreement is valid or enforceable unless included in this Agreement.

ARTICLE 13 – PENALTIES FOR VIOLATION OF LAW

The New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

ARTICLE 14 – EQUAL OPPORTUNITY COMPLIANCE

The Fiscal Administrator agrees to abide by all Federal and State laws and rules and regulations, and Executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity.

ARTICLE 15 – APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico. Venue shall be proper in the Judicial District Court for the county in which the Borrower/Grantee is located.

ARTICLE 16 – PENALTIES FOR VIOLATION OF LAW

The New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

ARTICLE 17 – FULL AUTHORITY

Fiscal Administrator and the Borrower/Grantee represent that (i) each has all rights, power and

authority necessary to enter into and perform this Agreement, (ii) that neither the Fiscal Administrator nor the Borrower/Grantee has granted any third party rights inconsistent with the rights and obligations of the other party, and (iii) both Fiscal Administrator and the Borrower/Grantee shall reasonably cooperate with the other party in connection with their respective rights and obligations.

ARTICLE 18 – FACSIMILIE/COUNTERPARTS

This Agreement may be executed in counterparts and may be returned signed by electronic e-mail or facsimile.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 28th day of August, 2024.

EMWT Regional Water Association

BY _____ DATE _____
Robert Ortiz, Board Chairman

Torrance County, New Mexico

BY _____ DATE _____
Ryan Schwebach, Commission Chair

**APPROVED:
MID-REGION COUNCIL OF GOVERNMENTS**

BY _____ DATE _____

Fiscal Agent for Estancia Moriarty Willard Torrance (EMWT)

Purpose:

To enter into an agreement with EMWT to serve as their fiscal agent and administer funds allocated through capital outlay, grants, and other sources.

Justification:

EMWT Regional Water Association was created through a Joint Power Agreement with the municipalities of Estancia, Moriarty, Willard, and the County of Torrance. The association is in its infancy and does not currently have the staffing or resources to administer the funds. Without proper management there is the risk of losing the funds due to noncompliance or the ending of the grant term.

Reimbursable Funding:

Funder	Allocation Amount	Expiration Date
Water Trust Board	\$491,050.00	May 12, 2025
DFA- Capital Outlay	\$600,000	TBD
MRCOG – GRO Funds	\$320,000	2 years

Torrance County Responsibilities:

- A. Procurement
- B. Requisition and Invoicing
- C. Documentation/Records

Please see Agreement for more details on A-C.

In-Kind Administrative Costs

Department	Number of Hours (Annual Average)	Approximate Cost
Manager's Office	120	\$7,000
Finance Department	96	\$3,150
Grants Department	168	\$4,158
	~ Total	\$14,308

Recurring Costs:

There will be no recurring costs related to this funding. Any additional costs will be associated with Torrance County's role as a member of the Joint Powers agreement that established EMWT.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 B.2

FISCAL ADMINISTRATION AGREEMENT

This Fiscal Administration Agreement (“Agreement”) is entered into this 28th day of August 2024 (the “Effective Date”), by and between the **EMWT Regional Water Association**, (“Borrower/Grantee”), and **Torrance County**, (“Fiscal Administrator”) (collectively, the “Parties”), for the benefit of the DFA as described below.

WITNESSETH:

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing **Water or Natural Gas Association in good standing** under the general laws of the State and more specifically **Water or Natural Gas Association Act NMSA 1978, §§11—1 Through 11-1-17**.

WHEREAS, the Fiscal Administrator is a legally and regularly created, established, organized and existing **incorporated county, in good standing** under the general laws of the State of New Mexico; and

WHEREAS, the Department of Finance and Administration (“DFA”) awarded funds to the Borrower/Grantee and in order to secure such award, the Borrower/Grantee must procure fiscal administration services, satisfactory to the DFA, to properly administer the funds; and

WHEREAS, the Borrower/Grantee desires that the Fiscal Administrator provide such services; and

WHEREAS, the Fiscal Administrator wishes to perform such services.

WHEREAS, the Fiscal Administrator has met and will continue to meet the requirements of Executive Order 2013-006 [**except to the extent such requirements have been waived**] for the life of this Agreement; and

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE 1 – PURPOSE OF AGREEMENT

The purpose of this Agreement is for the Fiscal Administrator to provide fiscal administrative services in connection with funding (the “Loan/Grant” or “Loan/Grant Amount”) received by the Borrower/Grantee with the following terms:

<u>Loan/Grant Number</u>	<u>Loan/Grant Amount</u>	<u>Project Description</u>
TBD	\$600,000	to purchase water systems and rights for Estancia Valley

ARTICLE 2 – TERM OF AGREEMENT

This Agreement is effective on **August 28, 2024** and shall continue in effect until the Loan/Grant is repaid in full and the corresponding project is completed or the Loan/Grant funds are re-allocated. Notwithstanding the foregoing, in no circumstances shall this Agreement terminate without the consent of the DFA.

ARTICLE 3 – RESPONSIBILITIES OF FISCAL ADMINISTRATOR

The Fiscal Administrator shall provide the following services for each Loan/Grant. Such services must be performed in accordance with this Agreement and any and all agreements between the Borrower/Grantee and the DFA governing each Loan/Grant (the “Loan/Grant Agreement(s)”).

A. Procurement

1. Verify that all contractors or subcontractors providing services or materials in connection with the Loan/Grant are selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, are selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.
2. Verify that the following provision is in every contract or subcontract for services or materials executed in connection with the Loan/Grant which the Borrower/Grantee is a party:

“There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.”

3. Verify that any contractor providing construction services in connection with the Loan/Grant posted a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

B. Requisition and Invoicing.

1. Ensure that Loan/Grant funds are expended in accordance with all applicable laws, regulations, and the Loan/Grant Agreement(s) and that the transactions are appropriately accounted for in compliance with such laws, regulations, and the Loan/Grant Agreement(s).
2. Ensure that Loan/Grant funds are used only for Eligible Items and in particular, the scope of work as defined on the term sheet attached to the Loan/Grant Agreement(s).
3. Review, approve and submit Loan/Grant requisitions in the form attached to the Loan/Grant Agreement(s) ensuring the accuracy of each requisition and associated

invoices. For construction, ensure that Loan/Grant funds are or will be used in accordance with approved plans and specifications.

4. Ensure that requisitions are supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other project-related activities accomplished as of the date of the disbursement request.
5. Monitor construction of an approved project for compliance with the requirements of the final approved contract and the plans and specifications.
6. Verify the availability and appropriate use of matching funds, including verification of adequate evidence of matching expenditures, as required by the Loan/Grant Agreement(s).

C. Documentation/Records.

1. Retain all records and information relating to the services outlined in the Agreement for at least three (3) years after the termination of this Agreement or as otherwise dictated by applicable law.
2. Make available for inspection by the Borrower/Grantee and the DFA such records or access to records relative to the services outlined in this Agreement.
3. Immediately notify the Borrower/Grantee and the DFA of any operational problems or other occurrence that could impact the Loan/Grant Agreement(s).

ARTICLE 4 – COMPENSATION

The Borrower/Grantee shall pay to the Fiscal Administrator, as compensation for services rendered, upon full and satisfactory completion of the services, reports and deliverables outlined in this Agreement as follows:

NONE

Total compensation under this Agreement shall not exceed \$0 and shall not exceed any maximum reimbursable amount outlined in any law, regulation or policy governing the Loan/Grant Agreement(s).

ARTICLE 5 – STANDARD OF CARE

The Fiscal Administrator hereby represents that it is an expert in providing the services contemplated by this Agreement. Therefore, over and above, and in addition to, any fiduciary or other obligations under applicable law, the Fiscal Administrator agrees that it shall at all times exercise at least the degree of care and competence as would a professional expert with superior

skills in providing the services outlined in this Agreement.

ARTICLE 6 – STATUS OF FISCAL ADMINISTRATOR

The Fiscal Administrator is an independent contractor performing professional services for the Borrower/Grantee as described herein, and nothing herein contained shall be deemed to create an agency relationship between the Fiscal Administrator and the Borrower/Grantee. The Fiscal Administrator is not an employee of the Borrower/Grantee. In no event shall the Fiscal Administrator be entitled to participate in, or be entitled to receive any benefits from the Borrower/Grantee's employee benefit plan, nor shall the Fiscal Administrator be entitled to accrue leave, retirement, insurance, bonding authority, use of Borrower/Grantee's vehicles, or any other benefits accorded to employees of the Borrower/Grantee as a result of this Agreement. The Fiscal Administrator acknowledges that it is responsible for any and all reporting required to be made to any taxing authority for income tax purposes. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7 – ASSIGNMENT

The Fiscal Administrator shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Borrower/Grantee and the DFA.

ARTICLE 8 – SUBCONTRACTING

The Fiscal Administrator shall not subcontract any portion of the services to be performed under this Agreement.

ARTICLE 9 – RECORDS AND AUDITS

As provided in Article 3, Paragraph C, the Fiscal Administrator shall maintain detailed records of all fees and expenses for three years from the expiration or termination of the Agreement. Those records shall be subject to inspections and audit by the Borrower/Grantee and its authorized representatives. The Borrower/Grantee shall have the right to audit billings both before and after payment. Payment under this Agreement shall not preclude the right of the Borrower/Grantee to recover excessive or illegal payments.

ARTICLE 10 – AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing that is executed by both Parties, with the written consent of the DFA.

ARTICLE 11 – NOTICES

All notices, or other communications regarding the implementation of this Agreement shall be in writing and shall be deemed to have been given when delivered by registered or certified mail or

overnight carrier. Notices shall be addressed to:

Borrower/Grantee:	Name:	EMWT
	Address:	416 5 TH Street, PO Box 118 Estancia, New Mexico 87106
Fiscal Administrator:	Name:	Torrance County
	Address:	205 S Ninth Street, PO Box 48 Estancia, New Mexico 87106
DFA	Name:	Department of Finance and Administration
	Address:	407 Galisteo Street Santa Fe, NM 87501

ARTICLE 12 – SCOPE OF AGREEMENT

This Agreement incorporates all the agreements and understandings between the parties concerning its subject matter, and all agreements and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of this Agreement is valid or enforceable unless included in this Agreement.

ARTICLE 13 – PENALTIES FOR VIOLATION OF LAW

The New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

ARTICLE 14 – EQUAL OPPORTUNITY COMPLIANCE

The Fiscal Administrator agrees to abide by all Federal and State laws and rules and regulations, and Executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity.

ARTICLE 15 – APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico. Venue shall be proper in the Judicial District Court for the county in which the Borrower/Grantee is located.

ARTICLE 16 – PENALTIES FOR VIOLATION OF LAW

The New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

ARTICLE 17 – FULL AUTHORITY

Fiscal Administrator and the Borrower/Grantee represent that (i) each has all rights, power and

authority necessary to enter into and perform this Agreement, (ii) that neither the Fiscal Administrator nor the Borrower/Grantee has granted any third party rights inconsistent with the rights and obligations of the other party, and (iii) both Fiscal Administrator and the Borrower/Grantee shall reasonably cooperate with the other party in connection with their respective rights and obligations.

ARTICLE 18 – FACSIMILIE/COUNTERPARTS

This Agreement may be executed in counterparts and may be returned signed by electronic e-mail or facsimile.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 28th day of August, 2024.

EMWT Regional Water Association

BY _____ DATE _____
Robert Ortiz, Board Chairman

Torrance County, New Mexico

BY _____ DATE _____
Ryan Schwebach, Commission Chair

**APPROVED:
DEPARTMENT OF FINANCE AND ADMINISTRATION**

BY _____ DATE _____

Fiscal Agent for Estancia Moriarty Willard Torrance (EMWT)

Purpose:

To enter into an agreement with EMWT to serve as their fiscal agent and administer funds allocated through capital outlay, grants, and other sources.

Justification:

EMWT Regional Water Association was created through a Joint Power Agreement with the municipalities of Estancia, Moriarty, Willard, and the County of Torrance. The association is in its infancy and does not currently have the staffing or resources to administer the funds. Without proper management there is the risk of losing the funds due to noncompliance or the ending of the grant term.

Reimbursable Funding:

Funder	Allocation Amount	Expiration Date
Water Trust Board	\$491,050.00	May 12, 2025
DFA- Capital Outlay	\$600,000	TBD
MRCOG – GRO Funds	\$320,000	2 years

Torrance County Responsibilities:

- A. Procurement
- B. Requisition and Invoicing
- C. Documentation/Records

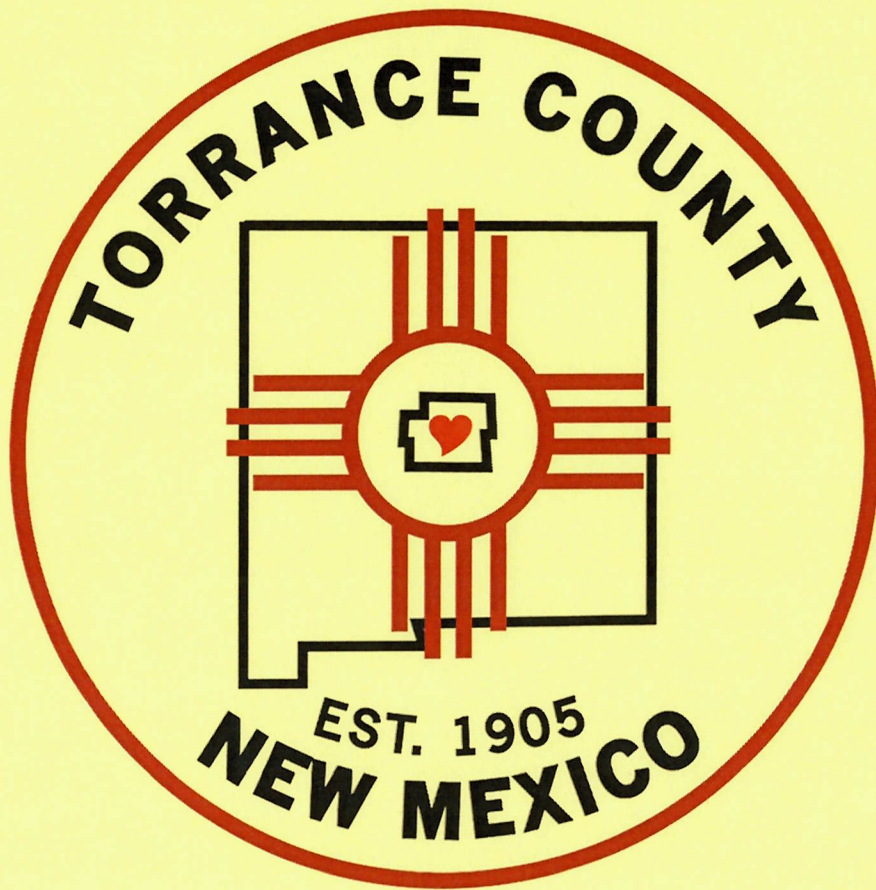
Please see Agreement for more details on A-C.

In-Kind Administrative Costs

Department	Number of Hours (Annual Average)	Approximate Cost
Manager's Office	120	\$7,000
Finance Department	96	\$3,150
Grants Department	168	\$4,158
	~ Total	\$14,308

Recurring Costs:

There will be no recurring costs related to this funding. Any additional costs will be associated with Torrance County's role as a member of the Joint Powers agreement that established EMWT.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 B.3

FISCAL ADMINISTRATION AGREEMENT

This Fiscal Administration Agreement (“Agreement”) is entered into this 28th day of August 2024 (the “Effective Date”), by and between the **EMWT Regional Water Association**, (“Borrower/Grantee”), and **Torrance County**, (“Fiscal Administrator”) (collectively, the “Parties”), for the benefit of the NMFA as described below.

WITNESSETH:

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing **Water or Natural Gas Association in good standing** under the general laws of the State and more specifically **Water or Natural Gas Association Act NMSA 1978, §§11—1 Through 11-1-17**.

WHEREAS, the Fiscal Administrator is a legally and regularly created, established, organized and existing **incorporated county, in good standing** under the general laws of the State of New Mexico; and

WHEREAS, the New Mexico NMFA (“NMFA”) awarded funds to the Borrower/Grantee and in order to secure such award, the Borrower/Grantee must procure fiscal administration services, satisfactory to the NMFA, to properly administer the funds; and

WHEREAS, the Borrower/Grantee desires that the Fiscal Administrator provide such services; and

WHEREAS, the Fiscal Administrator wishes to perform such services.

WHEREAS, the Fiscal Administrator has met and will continue to meet the requirements of Executive Order 2013-006 [**except to the extent such requirements have been waived**] for the life of this Agreement; and

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE 1 – PURPOSE OF AGREEMENT

The purpose of this Agreement is for the Fiscal Administrator to provide fiscal administrative services in connection with funding (the “Loan/Grant” or “Loan/Grant Amount”) received by the Borrower/Grantee with the following terms:

<u>Loan/Grant Number</u>	<u>Loan/Grant Amount</u>	<u>Project Description</u>
WPF 5669	\$491,050.00	Phase I Design Professional Services for McIntosh Water System Project

ARTICLE 2 – TERM OF AGREEMENT

This Agreement is effective on **August 28, 2024** and shall continue in effect until the Loan/Grant is repaid in full and the corresponding project is completed or the Loan/Grant funds are re-allocated. Notwithstanding the foregoing, in no circumstances shall this Agreement terminate without the consent of the NMFA.

ARTICLE 3 – RESPONSIBILITIES OF FISCAL ADMINISTRATOR

The Fiscal Administrator shall provide the following services for each Loan/Grant. Such services must be performed in accordance with this Agreement and any and all agreements between the Borrower/Grantee and the NMFA governing each Loan/Grant (the “Loan/Grant Agreement(s)”).

A. Procurement

1. Verify that all contractors or subcontractors providing services or materials in connection with the Loan/Grant are selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, are selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.
2. Verify that the following provision is in every contract or subcontract for services or materials executed in connection with the Loan/Grant which the Borrower/Grantee is a party:

“There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.”

3. Verify that any contractor providing construction services in connection with the Loan/Grant posted a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

B. Requisition and Invoicing

1. Ensure that Loan/Grant funds are expended in accordance with all applicable laws, regulations, and the Loan/Grant Agreement(s) and that the transactions are appropriately accounted for in compliance with such laws, regulations, and the Loan/Grant Agreement(s).
2. Ensure that Loan/Grant funds are used only for Eligible Items and in particular, the scope of work as defined on the term sheet attached to the Loan/Grant Agreement(s).
3. Review, approve and submit Loan/Grant requisitions in the form attached to the Loan/Grant Agreement(s) ensuring the accuracy of each requisition and associated invoices. For construction, ensure that Loan/Grant funds are or will be used in accordance

with approved plans and specifications.

4. Ensure that requisitions are supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other project-related activities accomplished as of the date of the disbursement request.
5. Monitor construction of an approved project for compliance with the requirements of the final approved contract and the plans and specifications.
6. Verify the availability and appropriate use of matching funds, including verification of adequate evidence of matching expenditures, as required by the Loan/Grant Agreement(s).

C. Documentation/Records.

1. Retain all records and information relating to the services outlined in the Agreement for at least three (3) years after the termination of this Agreement or as otherwise dictated by applicable law.
2. Make available for inspection by the Borrower/Grantee and the NMFA such records or access to records relative to the services outlined in this Agreement.
3. Immediately notify the Borrower/Grantee and the NMFA of any operational problems or other occurrence that could impact the Loan/Grant Agreement(s).

ARTICLE 4 – COMPENSATION

The Borrower/Grantee shall pay to the Fiscal Administrator, as compensation for services rendered, upon full and satisfactory completion of the services, reports and deliverables outlined in this Agreement as follows:

NONE

Total compensation under this Agreement shall not exceed \$0 and shall not exceed any maximum reimbursable amount outlined in any law, regulation or policy governing the Loan/Grant Agreement(s).

ARTICLE 5 – STANDARD OF CARE

The Fiscal Administrator hereby represents that it is an expert in providing the services contemplated by this Agreement. Therefore, over and above, and in addition to, any fiduciary or other obligations under applicable law, the Fiscal Administrator agrees that it shall at all times exercise at least the degree of care and competence as would a professional expert with superior skills in providing the services outlined in this Agreement.

ARTICLE 6 – STATUS OF FISCAL ADMINISTRATOR

The Fiscal Administrator is an independent contractor performing professional services for the Borrower/Grantee as described herein, and nothing herein contained shall be deemed to create an agency relationship between the Fiscal Administrator and the Borrower/Grantee. The Fiscal Administrator is not an employee of the Borrower/Grantee. In no event shall the Fiscal Administrator be entitled to participate in, or be entitled to receive any benefits from the Borrower/Grantee's employee benefit plan, nor shall the Fiscal Administrator be entitled to accrue leave, retirement, insurance, bonding authority, use of Borrower/Grantee's vehicles, or any other benefits accorded to employees of the Borrower/Grantee as a result of this Agreement. The Fiscal Administrator acknowledges that it is responsible for any and all reporting required to be made to any taxing authority for income tax purposes. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7 – ASSIGNMENT

The Fiscal Administrator shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Borrower/Grantee and the NMFA.

ARTICLE 8 – SUBCONTRACTING

The Fiscal Administrator shall not subcontract any portion of the services to be performed under this Agreement.

ARTICLE 9 – RECORDS AND AUDITS

As provided in Article 3, Paragraph C, the Fiscal Administrator shall maintain detailed records of all fees and expenses for three years from the expiration or termination of the Agreement. Those records shall be subject to inspections and audit by the Borrower/Grantee and its authorized representatives. The Borrower/Grantee shall have the right to audit billings both before and after payment. Payment under this Agreement shall not preclude the right of the Borrower/Grantee to recover excessive or illegal payments.

ARTICLE 10 – AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing that is executed by both Parties, with the written consent of the NMFA.

ARTICLE 11 – NOTICES

All notices, or other communications regarding the implementation of this Agreement shall be in writing and shall be deemed to have been given when delivered by registered or certified mail or overnight carrier. Notices shall be addressed to:

Borrower/Grantee:	Name:	EMWT
	Address:	416 5 TH Street, PO Box 118 Estancia, New Mexico 87106
Fiscal Administrator:	Name:	Torrance County
	Address:	205 S Ninth Street, PO Box 48 Estancia, New Mexico 87106
NMFA	Name:	New Mexico NMFA
	Address:	207 Shelby Street Santa Fe, NM 87501

ARTICLE 12 – SCOPE OF AGREEMENT

This Agreement incorporates all the agreements and understandings between the parties concerning its subject matter, and all agreements and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of this Agreement is valid or enforceable unless included in this Agreement.

ARTICLE 13 – PENALTIES FOR VIOLATION OF LAW

The New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

ARTICLE 14 – EQUAL OPPORTUNITY COMPLIANCE

The Fiscal Administrator agrees to abide by all Federal and State laws and rules and regulations, and Executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity.

ARTICLE 15 – APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico. Venue shall be proper in the Judicial District Court for the county in which the Borrower/Grantee is located.

ARTICLE 16 – PENALTIES FOR VIOLATION OF LAW

The New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

ARTICLE 17 – FULL AUTHORITY

Fiscal Administrator and the Borrower/Grantee represent that (i) each has all rights, power and authority necessary to enter into and perform this Agreement, (ii) that neither the Fiscal Administrator nor the Borrower/Grantee has granted any third party rights inconsistent with the

rights and obligations of the other party, and (iii) both Fiscal Administrator and the Borrower/Grantee shall reasonably cooperate with the other party in connection with their respective rights and obligations.

ARTICLE 18 – FACSIMILIE/COUNTERPARTS

This Agreement may be executed in counterparts and may be returned signed by electronic e-mail or facsimile.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 28th day of August, 2024.

EMWT Regional Water Association

BY _____ DATE _____
Robert Ortiz, Board Chairman

Torrance County, New Mexico

BY _____ DATE _____
Ryan Schwebach, Commission Chair

**APPROVED:
NEW MEXICO NMFA**

BY _____ DATE _____

Fiscal Agent for Estancia Moriarty Willard Torrance (EMWT)

Purpose:

To enter into an agreement with EMWT to serve as their fiscal agent and administer funds allocated through capital outlay, grants, and other sources.

Justification:

EMWT Regional Water Association was created through a Joint Power Agreement with the municipalities of Estancia, Moriarty, Willard, and the County of Torrance. The association is in its infancy and does not currently have the staffing or resources to administer the funds. Without proper management there is the risk of losing the funds due to noncompliance or the ending of the grant term.

Reimbursable Funding:

Funder	Allocation Amount	Expiration Date
Water Trust Board	\$491,050.00	May 12, 2025
DFA- Capital Outlay	\$600,000	TBD
MRCOG – GRO Funds	\$320,000	2 years

Torrance County Responsibilities:

- A. Procurement
- B. Requisition and Invoicing
- C. Documentation/Records

Please see Agreement for more details on A-C.

In-Kind Administrative Costs

Department	Number of Hours (Annual Average)	Approximate Cost
Manager's Office	120	\$7,000
Finance Department	96	\$3,150
Grants Department	168	\$4,158
	~ Total	\$14,308

Recurring Costs:

There will be no recurring costs related to this funding. Any additional costs will be associated with Torrance County's role as a member of the Joint Powers agreement that established EMWT.



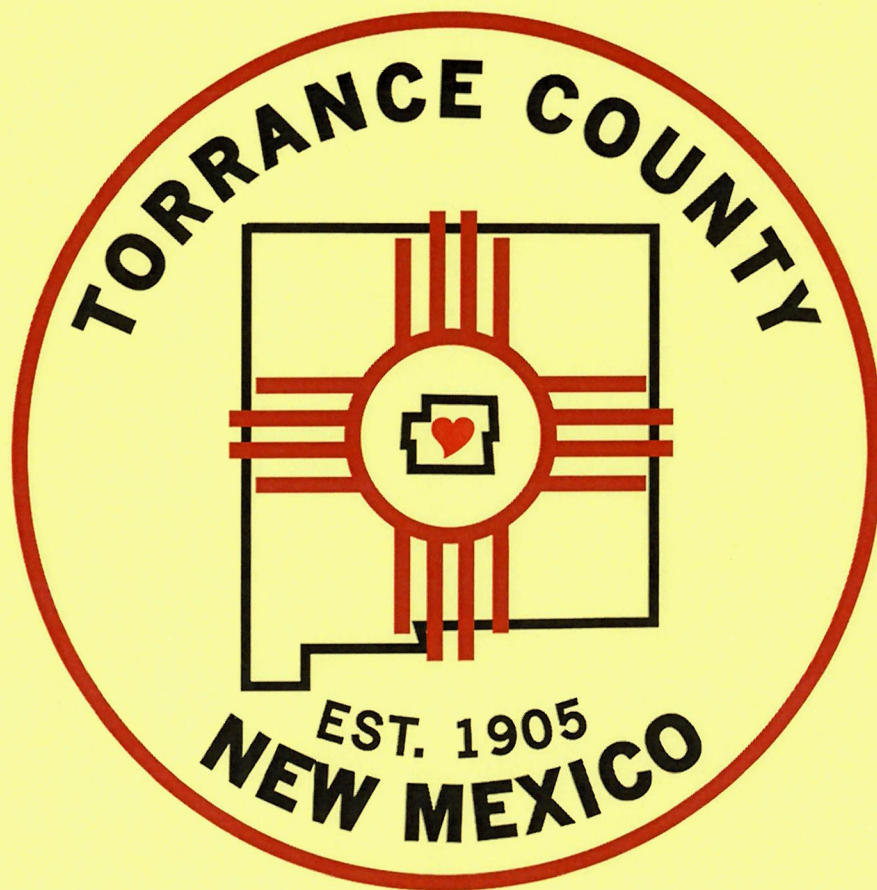
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 C

EMWT Project Manager Scope of Work

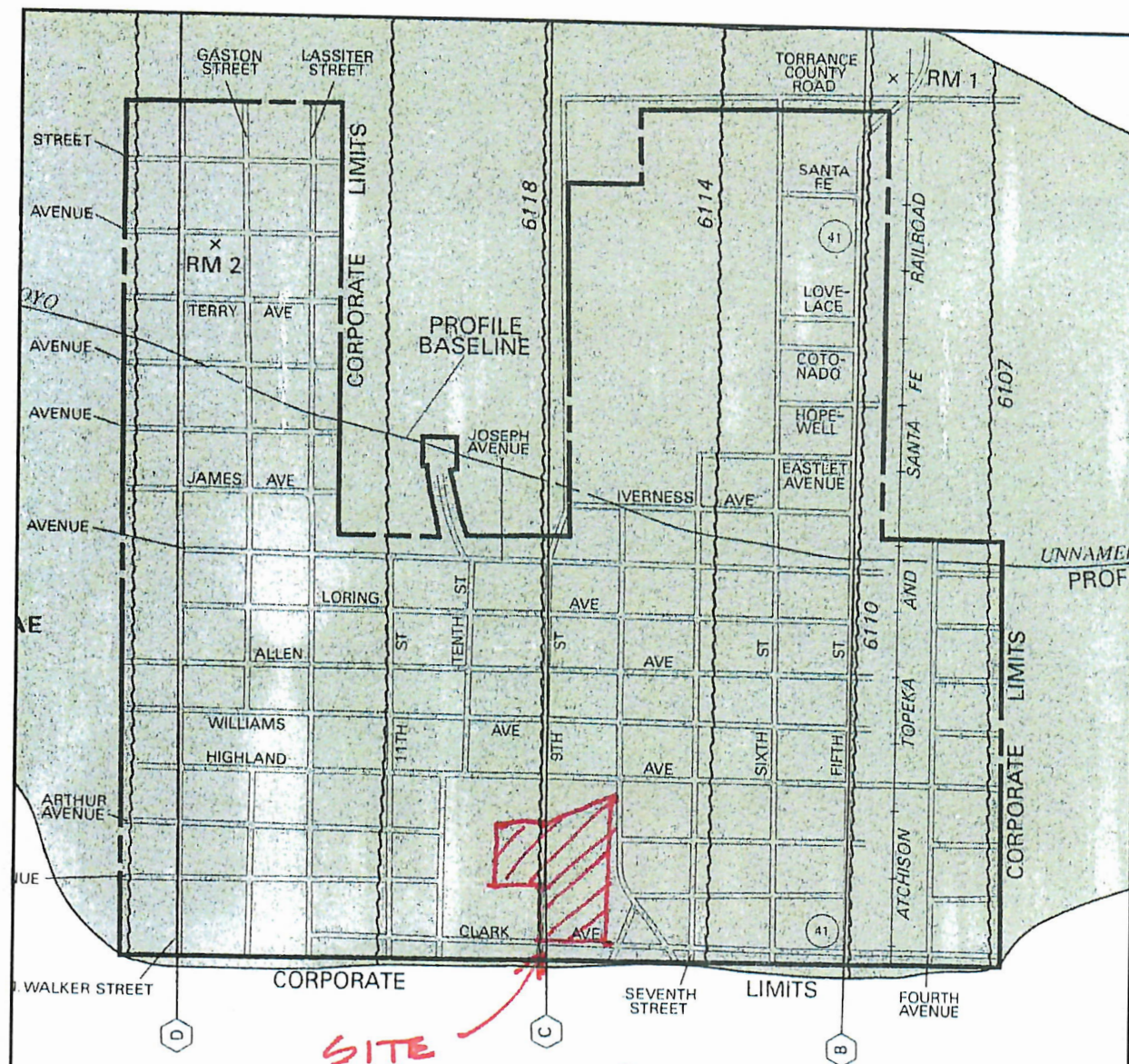
1. State Compliance – oversee association work to ensure compliance with all necessary state agencies, including but not limited to:
 - a. All required water, facility, and system testing
 - b. Financial and record Audits
 - c. All required reporting for funders, government agencies, and other stakeholders as needed
2. Strategic Planning- define the vision for the future and create a plan to achieve goals
 - a. Work with members of the Joint Powers Agreement and other stakeholders to:
 - i. Assess the current situation
 - ii. Define goals and objectives
 - iii. Develop a strategy
 - iv. Determine performance metrics
 - v. Implement the plan
 - vi. Review and revise
3. Scope of Operations- determine activities needed to provide services to customers
 - a. Employment Structure
 - i. Identify needs of customers
 - ii. Workforce Management
 1. Develop Hiring Process
 - a. Employ
 - b. Contract
 - c. Job Descriptions
 - d. Recruitment
 2. Determine needed administrative positions
 - a. Operators and engineers
 - b. Accountants.
 - c. IT specialists.
 3. Determine needed field crew
 - a. Operators
 - b. Maintenance
4. Finance System – develop systems and structures that support the needs of EMWT and meet all required fiscal requirements
 - a. Set-up Rate Structure
 - b. Set-up Billing Structure
 - c. Purchasing and Procurement Process that
5. Help with PRC – potentially
 - i. Homestead
6. Grant Administration
 - a. Identify and pursue grant funding
 - b. Administer all grants according to funding requirements
 - c. Administer all grants according to standards set forth by EMWT finance system
Asset Management
 - d. Identify all existing assets

- i. Water rights
 - ii. System
 - iii. Wells
- e. Develop system for tracking and maintaining assets



TORRANCE COUNTY
COMMISSION MEETING

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No. 13 D



SITE
ZONE A-E
BASE FLOOD ELEV = 6118 (1927 DATUM)
NOW UNDER
NAVD 1988 \Rightarrow 6120.7 \pm



APPROXIMATE SCALE

1000

0

NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP and STREET INDEX

TOWN OF
ESTANCIA,
NEW MEXICO
TORRANCE COUNTY

ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER
350082 0005 B

EFFECTIVE DATE:
JULY 16, 1990



Federal Emergency Management Agency

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

Torrance Co Fairgrounds

THINGS TO CONSIDER

Project Name: TORRANCE COUNTY FAIRGROUNDS

Studio SW Project No: 2402

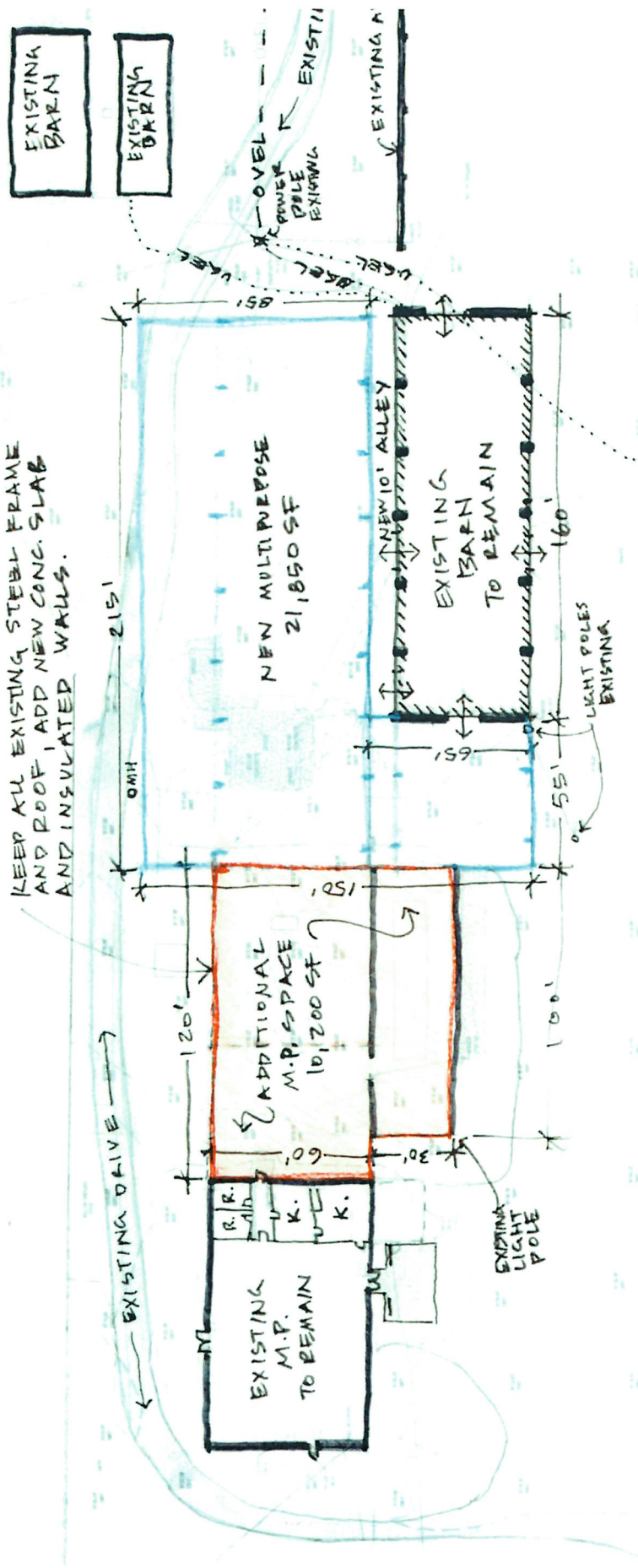
CONSIDERATIONS:

Item	Description
1.	Existing drive will need to be rerouted.
2.	New building: <ul style="list-style-type: none"> - Typical Occupancy Class "U" - The Occupancy Class Changes to "A-4" (Arena) during events with spectators - To allow for an un-sprinklered structure of this size, the Construction Type will need to be II-A. Protected non-combustible structure. - Area limitations (IBC table 506.2), Occupancy Class "A-4" = $15,500 + 0.56(15,500) = 24,180$ sf (the 0.56 is an allowance for area increase).
3.	Will need new fire walls to separate new building from existing buildings/structure. This is required when there is a change in construction type per IBC table 706.4. Firewall rating = 2 hours (rating is reduced from 3 hours to 2 hours per footnote a deduction for Type II construction). New Fire Wall will be required at connection to MP space and to existing barn.
4.	New FF will need to be 6121.7' (based on Flood Plain Data) FF MP space = 6120.55 FF Barn = 6118.80 EX Ground at the west side of the new building = 6119.55 +/- FF will be approximately 2'-2" above existing grade at the west end and will increase in height to the east.
5.	Walls between new building and barn will both need to be rated (Table 705.5) or all rating can be applied to new building min 1 hour rating (no windows would be permitted).
6.	The 10' horizontal separation between the buildings limits the percentage of the exterior wall that has openings. Openings (windows/docks on existing barn could only account for 15% of wall area (per IBC Table 705.8). To allow for unlimited openings, the new building must be separated by 30' minimum.
7.	Roof overhangs will need to be limited section. Section 1029 "Egress Courts".

	We will need to maintain minimum of 10' clear to the sky to allow for existing between new building and barn. Currently the entire north wall of the barn is open. This will not allowed under INBC 1029.3 "Construction and Openings".	
8.	Roof drainage for new building should be directed away from south (gap near barn).	
9.	Ramps for grade adjustments should all occur with existing MP space or barn. This is required as the new structure needs to be elevated 1'-0" above the Base Flood Elevation.	
10.	Additional parking should be provided to accommodate new square footage.	
11.	New building will be located in Zone A+E Flood Plain. The Base Flood Elevation (BFE) = 6118 (under the NAVD29 Vertical Datum). Under new datum elevation = 6120.70. Will need to have new Finished Floor at least 1'-0" above BFE. This will need to be verified with Torrance County Certified Flood Plain Manager, A LOMR-F (Letter of Map Revision Fill) will be required.	
12.	To allow LOMR-F to be accepted by Torrance County, Certified Flood Plain Manager a depression sized to match the volume of fill under the new building will be required.	
13.	Utility relocation should be anticipated.	

File: C:\Users\daube\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\2B9SDUR4\081524 Torrance Co - Things to Consider.docx

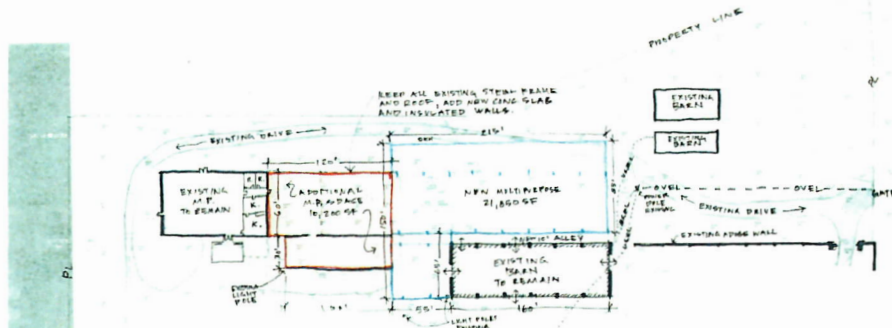
KEEP ALL EXISTING STEEL FRAME
AND ROOF, ADD NEW CONC. SLAB
AND INSULATED WALLS.





GENERAL NOTES:

- CLAIM OF RECEIPT FROM THE REPUBLIC NATIONAL LIFE INSURANCE COMPANY
 DOCUMENT NO. 20020224, DATED MARCH 10, 2021 IS
WEL INSURANCE, LLC - A NEW MEXICO LIMITED LIABILITY COMPANY
 LEGAL REPRESENTATIVE AND CLAIMANTS SIGNATURE HERE PROVIDED BY
THE REPUBLIC NATIONAL LIFE INSURANCE COMPANY
 (COMMENT NO. 20020224, DATED MARCH 10, 2021).
3. PLATS USED TO ESTABLISH INDUSTRY
 A. MESA DEL SOL INNOVATION PARK
 FILED FEBRUARY 6, 2015 IN PLAT BOOK 200E, PAGE 131
 DOCUMENT NO. 200123421
4. FIELD WORK PERFORMED ON MARCH, 2021.
5. PARCELS
 ADDRESSABLE 0
 REGULAR 0
 TOTAL 0
6. CURRENT ZONING DC
7. BALANCE SHEETS ARE BASED ON RECEIPTS TAKEN WITH A STONER 504 GPS
 TAKEN ON OCTOBER 20, 2021



CLERKS RECORDING STAMP

- [illegible]

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A.L.T.A. / N.S.P.S. LAND TITLE SURVEY
OF
TORRANCE COUNTY FAIRGROUNDS
TOWN OF ESTANCIA
TORRANCE COUNTY, NEW MEXICO
MARCH 2022
PAGE 1 OF 2

BOUNDARY SURVEY

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GIVEN UNDER MY HAND AND SEAL AT ALBUQUERQUE, NEW MEXICO
 THIS 25th DAY OF APRIL, 2022

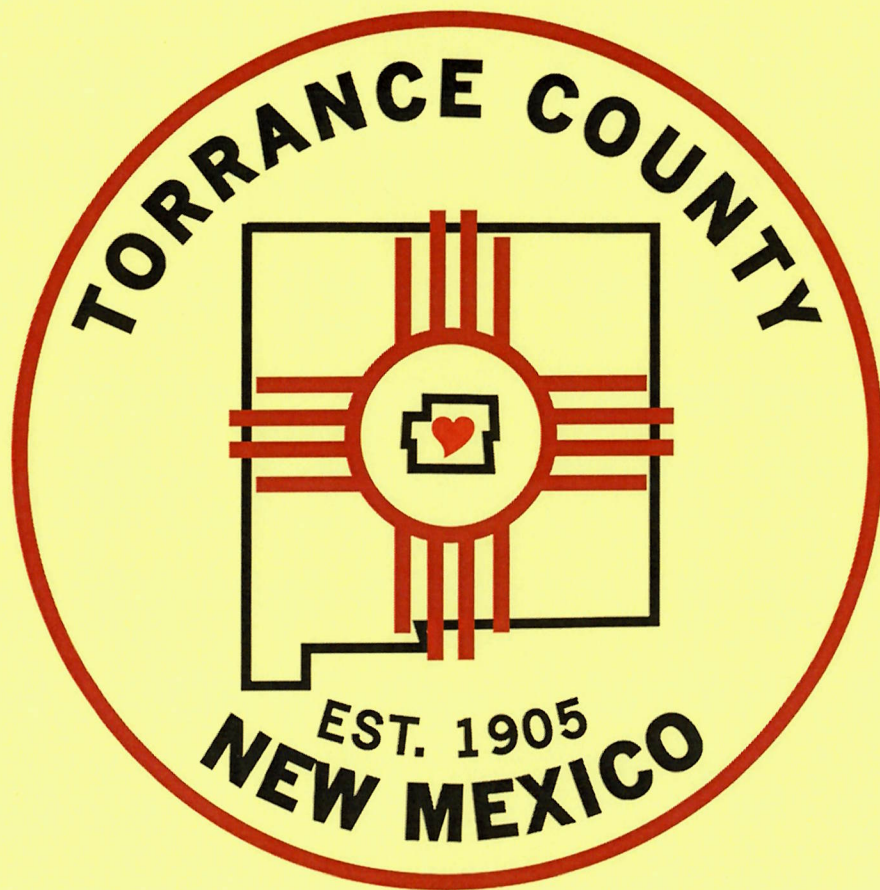
Anthony L. Williams, Agent

HES HARRIS SURVEYING, INC. PHONE: (505) 250-2273
1308 CIELO VISTA DEL SUR, NW E-MAIL: harrissurveying510@gmail.com
CORRALES, NM MEXICO 87048



TORRANCE COUNTY
COMMISSION MEETING

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No. 13 E



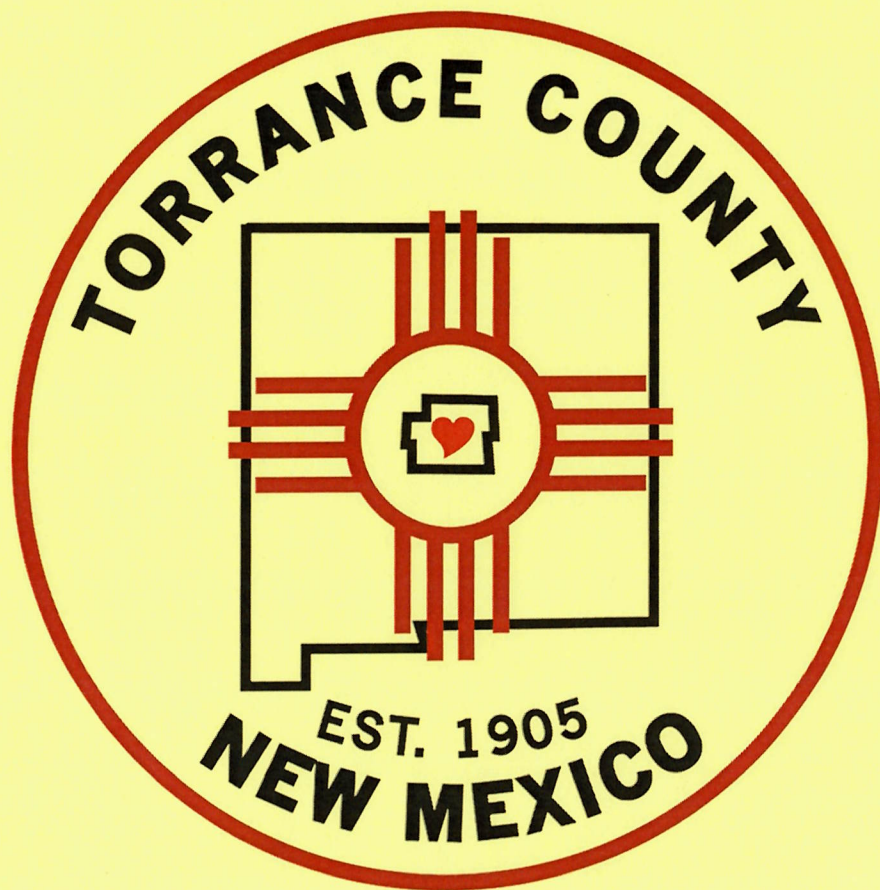
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 F



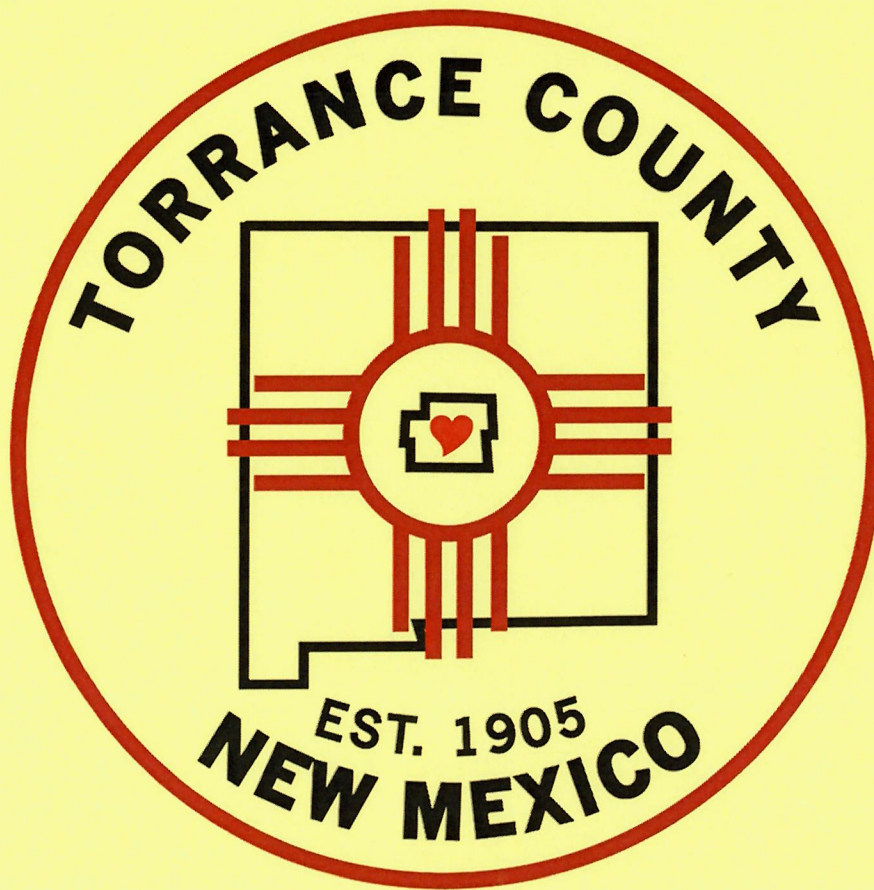
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 G



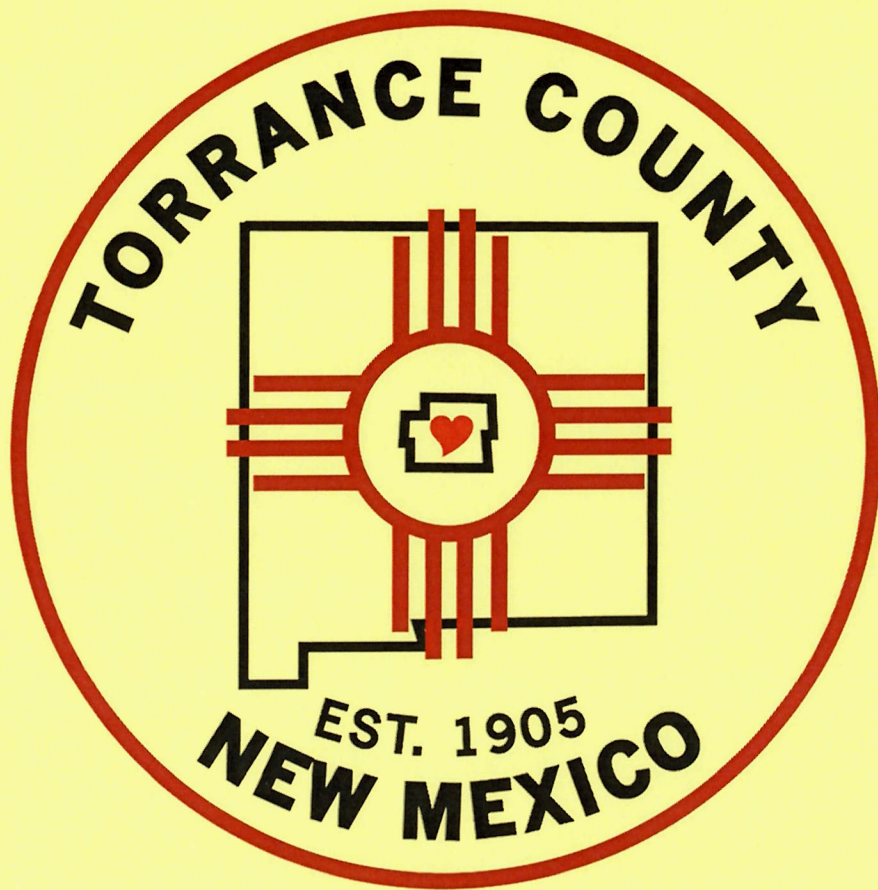
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14 A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14 B



TORRANCE COUNTY
COMMISSION MEETING

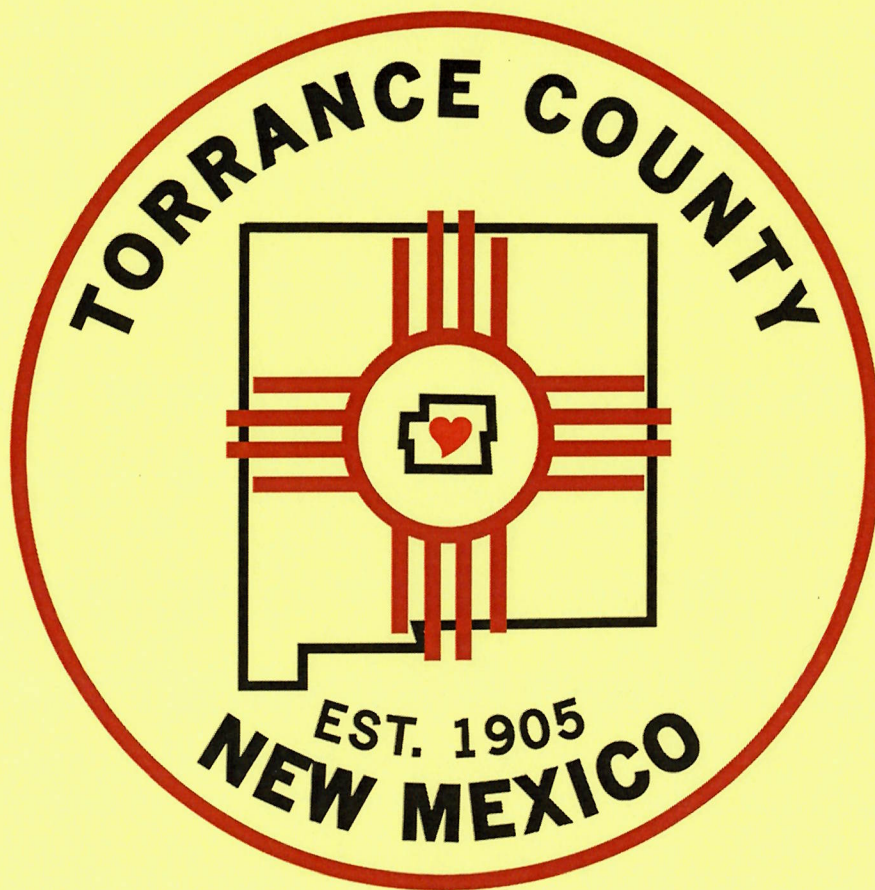
Agenda Item

No. 15 A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 15 B



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 16



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 17



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 18