



TORRANCE COUNTY
COMMISSION MEETING
September 11, 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, September 11, 2024 @ 9:00 AM
205 S. Ninth Street, Estancia, NM 87016

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION**
- 3. CHANGES TO THE AGENDA**
- 4. PROCLAMATIONS**
- 5. CERTIFICATES AND AWARDS**
- 6. BOARD AND COMMITTEE APPOINTMENTS**
- 7. PUBLIC COMMENT and COMMUNICATIONS**
 - A. PUBLIC COMMENT** (Comments limited to two minutes.)
 - B. DEPARTMENT UPDATES AND COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
 - A. COMMISSION:** Request approval of minutes of the August 28, 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 RESOLUTIONS**

- A. ASSESSOR:** Request approval of Resolution 2024-_____ approving the Mill Rates for 2024 and signing the order to submit to the State of New Mexico Department of Finance and Administration.
- B. FINANCE:** Request approval of Resolution 2024-_____ Budget Adjustments for FY2024-25 Budget.
- C. ROAD DEPARTMENT:** Request approval of Resolution 2024-_____ for participation in Local Government Road Fund Program Administered by the New Mexico Department of Transportation for FY2025 CAP Project HW2L500594.
- D. ROAD DEPARTMENT:** Request approval of Resolution 2024-_____ for participation in Local Government Road Fund Program Administered by the New Mexico Department of Transportation for FY2025 SB Project HW2L500600.
- E. ROAD DEPARTMENT:** Request approval of Resolution 2024-_____ for participation in Local Government Road Fund Program Administered by the New Mexico Department of Transportation for FY2025 SP Project HW2L500570.

12. APPROVALS

- A. MANAGER:** Presentation and possible approval of the current plans for the New County Administration Building - Wilson and Company, Inc.
- B. 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 08/28/2024 meeting)
- C. GRANTS:** Discussion and possible approval to be fiscal agent for Estancia Moriarty Willard Torrance (EMWT) Water Association and for the following funds (Deferred from 08/28/2024 meeting):
1. Mid Region Council of Governments - GRO Fund Appropriation to purchase water systems and rights.
 2. New Mexico Environment Department - 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.
- D. GRANTS:** Discussion and possible approval to RFP for an EMWT Project Manager (Deferred from 08/28/2024 meeting).
- E. GRANTS:** Request approval of Intergovernmental Agreement between Torrance County and the Mid Region Council of Governments for Government Results and Opportunity Funding (GRO funds) for Appropriation Project #1 – 24-ID075 \$200,000 for programmatic costs and resources for Torrance County Road Department and Appropriation

Project #2 – 24-ID076 \$160,000 for programmatic costs and resources for Torrance County Sheriff's Office.

F. GRANTS: Request approval of Intergovernmental Agreement between Torrance County and the Mid Region Council of Governments for Government Results and Opportunity Funding (GRO funds) for Appropriation Project #1 – 24-ID074 \$320,000 to purchase water systems and rights for Estancia Valley.

G. DISPATCH: Request to pay Orkin invoice 268406594 for \$26.63. No purchase order in place prior to service.

H. DISPATCH: Request to pay Document Solutions invoice 319604 for \$69.97 and invoice 323158 for \$69.97 for prior fiscal year services.

I. DISPATCH/FINANCE: Approval of changes to MOU as requested by City of Moriarty for Moriarty Police Department officers providing dispatch services at Torrance County Dispatch.

J. FINANCE: Approval to schedule and advertise a public hearing to amend Torrance County Ordinance 2020-05 Torrance County Financial Reserve Ordinance.

K. FIRE: Request approval to create new full-time position of Division Chief of Training for Fire/EMS.

13. DISCUSSION

A. CITIZENS OF TORRANCE COUNTY: Petition requesting the Torrance County Commission to put a moratorium on approval of cannabis grow farms.

B. MANAGER'S REPORT

C. COMMISSIONERS' REPORTS

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

14. EXECUTIVE SESSION

A. 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 filling County Manager position.

16. Announcement of the next Board of County Commissioners Meeting: September 25, 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 A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 7 B



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 8 A

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
August 28, 2024
9:00 AM

Commissioners Present:

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

Others Present:

TRACY SEDILLO – INTERIM 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 28, 2024, Regular Commission Meeting to order at 9:10 AM.

2. **Pledge led by:** Ryan Schwebach – County Chairman

Invocation lead by: Kevin McCall– County Vice Chairman

2. **Changes to the Agenda:**

Tracy Sedillo-Interim County Manager: Defer agenda item 11C and move 13D to when they arrive, due to time constraints.

4. **PROCLAMATION: None**
5. **CERTIFICATES AND AWARDS: None**
6. **BOARD AND COMMITTEE APPOINTMENTS: None**
7. **PUBLIC COMMENT and COMMUNICATIONS:**

Anne Schropp - Resident: I'm the wife of Commissioner Schropp. I'm speaking as a private citizen of this County. We are in a severe water crisis, and there are two issues highly relative to that which will be discussed today. A major one is the over-issuance of cannabis grow licenses. We the people must work together for change. I will again state that I am not opposed to a properly regulated, legal cannabis industry here, but the current regulations surrounding cannabis control in this state are inadequate. Senator Liz Stefanics and Representative Stephanie Lord will be working together to draft a bill to rewrite the Legislation regarding the issuance of cannabis licenses with much tighter controls. However, nothing can change until the State Legislature meets again in the fall. We need help right now, I am asking everyone to contact the Governor's Office via phone, leave a message, or email. We must tackle this problem using the law, not emotion. Your personal feelings regarding cannabis and its use have no place in this action. Please do not include them that will only weaken our position. We've got to stick to the law. I have outlined the gist of the statement that the governor needs to hear. I can pass out copies of this. Copy them yourself and pass them around. The gist of the statement, I am asking the governor to place a temporary moratorium on new cannabis grow licenses. We do not have the water in our aquifer to support them. The State Legislature needs time to enact controls on the over-issuing of cannabis grow licenses before our aquifer is destroyed.

As for EMWT, no one can even survive in this county without adequate water. Time for control of the water to be placed in the hands of people elected by and answerable to the people whose lives depend on this water.

Augustine Montoya – Resident: I'm here to give public comment before the court of public opinion. Since our consistent pleas for real water solutions have continued to fall on deaf ears, I'm here to plead to the people here today to stand in unity against EMWT's continued attempts at stealing our water. Moreover, I'm here to prosecute the case that EMWT, over its lengthy and controversial history, has had no interest in protecting our water and is much more interested in selling it out to the highest bidder. As farmers in our community, our culture, families, and livelihoods are built from water, and yet, despite this fact and this narrative, it's very interesting to see that this organization is still being pushed forward, despite its continued history of incompetence and inability to protect our water. I'm here today because the history books will remember this. Will remember an organization being put in place that is from selected people and not elected people. People who have no interest in actually protecting this resource in this community are more interested in selling us out. If you want your families to be protected, I

ask that you stand with us in unity against an entity that has again, over many years, proven that it is incapable of protecting our water, and stand in the interest of real solutions in standing up an organization, an entity that is elected and not selected by a commission who intentionally keeps itself small. Thank you, and please remember this day, because it could be one for the history books.

Lenord Howell: The last two days, I was in Socorro at the State Water Board Meeting. First time I've been to one of these. I found it interesting. I got to meet a lot of our Senators and Representatives and got to spend time with them and talk to them about the things that are going on here in the Estancia Valley. It's surprising how few of them knew that we are a closed basin. It's even more surprising how few of them knew how some of these cannabis farms have gotten so far out of compliance and nothing's been done. In talking to them they've asked my office, which, until my board tells me differently, will continue to work with these folks that I met over the last couple of days and give them information on what's going on here. Mrs. Sayer from the CCD pointed out that they do not have any policing authority over these farms. They were kind of surprised to hear about that. They were taking notes and listening. I know is an election year, and maybe they were just doing it to pacify me, but they generally seemed interested and concerned. I've talked about and made it very clear, that even at the State Engineer's Office because Mrs. Anderson was just hired, It's going to take her a month or two to even figure out what her office is doing. She admitted the same thing that the CCD admitted they are underfunded and under-staffed. When I talked to them. I got them the tools that they needed and gave them the laws that they needed to control these cannabis farms. On Monday, when these things first came up I got to talk to a couple of our representatives. Senator Stefanics said in one of her statements that it's probably a good idea to start looking seriously at a moratorium on licenses.

Anna Hindi - Resident: I'm from Duran, New Mexico. I am here to plead for some help for our County Road 14, which is better known as the Pinos Wells Road. A road crew was out a month ago, and the road is in much worse shape than it was when they got there. They continued to just flat, blade the road. They cut out all turnouts. We get one more good rain, and Pinos Wells Road will be impassable. There is a five-foot Arroyo, about two feet from the road. We've been asking for years to please fix our road, and it just gets worse and worse. They bladed a month ago, and a week later was the Pinos Wells Fiesta. Four people got stuck on their way to the Pinos. They were sending out notices to everybody who was coming to the Fiestas. Instead of going from Highway 54, 10 miles to Pinos Well, they needed to go to Corona, to Cedarville and then around to Pinos Wells because the road was impassable.

Samantha O'Dell-County Emergency Manager: We will be hosting an Emergency Preparedness and Evacuation Workshop on September 12, at 9:00 am here in the Commission room. It'll be approximately three hours. We'll be doing some preparedness information, and then we'll be completing evacuation workbooks together. At the end of the workshop, each household will be able to receive a free starter go bag. I have flyers if you're interested, and we're requesting registration, just so we can ensure that we have enough materials for everybody that attends that day. Thank you.

James Winham - County Fire Chief: Torrance County Fire information has changed since we took over the Superior Ambulance area, which is up north of our response area. From the time we took over until the 15th of August, our average run time summary has increased by two to four transports a day, and two to four EMS calls. These are all EMS that are not fire-related. We're running an average of 6.2 per day. That's 186 calls total. Our average response time is 18 minutes. Our average on-scene time is 26 minutes, and our average time to destination is 51 minutes. Once we're at the hospital, it's another 25 minutes to drop off the patient and another 30 to 40 minutes to get back into service. Our mission times for EMS services are 50 minutes to 60 minutes to complete a mission. The time they get the call, to the time they're back in service. Our push is two and a half hours. With that, you have to supplement it. You have to backfill that because you're out for two hours on one particular type of call. That's 4000 square miles. Our closest one is Kaseman, which is the number one that we transport to, and that's in the city of Albuquerque. The next one that I have is our area name, where we run most of our calls. These are not actually within the city. These are the addresses that are outside of the municipality. There are areas in McIntosh, north of our station, Moriarty, addressed within the city, but up north around Moriarty 63 runs in this period which is 33%. 34 runs with 18% McIntosh area, 25 runs 13% Mountainair, 20 runs with 10% Edgewood, we cover some in our District Two area 14 runs 7%. In Clines Corner seven runs, which is 3.76% and Encino was five runs with 2.69%. Our District runs are also District three is our busiest, which is 47.31% 44 runs out of District 5. Out of District Two, eight out of four, two. 177 runs in Torrance County. We had five in Santa Fe County and one in Lincoln County.

Our busiest hour of the day is noon to one o'clock. That's where the majority of our calls happen, and our busiest days of the week are Monday and Wednesday. They both show 31 runs, and about 16.6% of all types of our calls. Our presumptive diagnosis of sick person was number one at 19, and 10% of chest pain was very close with number two which is nontraumatic cardiac-related. Respiratory Distress

was 14. Motor vehicle collision was 14. Abdominal pain, diabetic falls, med evaluation, seizures, and suicidal attempts are all listed out. This is not the best way to look at cardiac arrest. The best way to look at cardiac arrest survival is to follow that patient for up to a year to see what happens once they're discharged from the hospital. The other way that some services look at this is the return of spontaneous circulation. We had five cardiac arrests during this time frame who did not get a return of spontaneous circulation or pulse. We had one that was greater than 20 minutes, if you look at it from that aspect, 20%, one out of five is consistent with the industry standards. It's not apples to apples. That's apples to oranges. For comparison, Seattle is just over 54%, and for comparison, Oklahoma City and Tulsa running at 42% cardiac arrest survival. That's where they go home. They're fine and live a productive life after that.

We just started with a new medication that we administered in July to a patient who was hemorrhaging. It's called TXA, and what that does is it helps slow down the bleeding. It's used across the country. We are the first to use it in our region, and I don't know this for sure, but we may be the first to use it in the state of New Mexico, I don't have that data, but I know for the Albuquerque area, we are the first EMS service to be able to use that and had a good outcome with it.

We met with the Metro County Chiefs, which we do monthly. It was brought up by Moriarty Fire that they are concerned about mutual aid calls. They normally run seven to 12 a month, and they said within the last month, they're up to 26 so far. Based on that, they've had to increase their overtime, and their City Council is considering charging the county for any time after a certain amount of mutual aid. They are considering charging our service to the County, for mutual aid calls for EMS, and possibly for fire. This is what I've heard from a fairly reliable source, and I wanted to make the Commission aware of that. That possibility may be coming down.

Denise Shirley - Estancia Municipal Schools Mental Health Team: We are expressing our deep concern regarding the growing accessibility and normalization of cannabis in our community, particularly as it relates to our children and students. The increasing visibility of cannabis farms and dispensaries, coupled with the legalization of cannabis, presents significant risks to our young people. We are asking that you please address these challenges to safeguard their health and well-being. Since New Mexico legalized cannabis for adult recreation use, perceptions of the risks, benefits, and social acceptability associated with this use have changed, especially among adults and children. There is significant data that shows that cannabis, and marijuana use, is the most widely used illegal substances among

adolescents. The key issue at stake here is that our human brain continues to develop until the age of 25 the harmful long-term effects of children and adolescents using marijuana are increased. Cognitive problems, specifically with attention, concentration, problem-solving, learning, and memory, reduce coordination and reaction time, a greater likelihood of dropping out of school, and finally, an increased risk of depression, anxiety, and suicidal thoughts.

We're also concerned about the long-term impact on the water table. Our families and community need water to sustain life. We recognize the benefits of legal cannabis farms and dispensaries, specifically as it relates to employment for our families and revenue for our community. However, the presence of large-scale growth operations poses a continued threat. We would like you to consider the following questions, can funds from these and tax revenue be allocated for a community center and or youth activities to provide education about cannabis use and is there a plan moving forward to eradicate illegal cooperation in Torrance county to operate after a license has been called for these reasons and more. We appeal for your support and attention. Thank you for your time.

Melinda Harvey: Elementary, Dean of Students: Dr Simms, the Superintendent of the Estancia Municipal Schools, has asked me to present a summary of a letter she sent to the Commissioners dated August 16, 2024. The largest concern of the Estancia Municipal School District is the safety of our students. With the increase in access to cannabis and THC products in the community, we have seen a related increase in student use. As reported on the 2021 Youth Risk Survey administered to middle school and high school-aged children, 20% of those surveyed indicated current use of cannabis, and 11% indicated they had tried cannabis before the age of 13. 6% of students admit to vaping synthetic THC products, and the correlation between cannabis and mental health issues has been well documented. The research on the long-term effects of cannabis tells us marijuana also affects brain development when people begin using marijuana as teenagers. The drug may impair thinking, memory, and learning functions.

On August 14, at the Commission meeting, Dr. Simms gave testimony about the issue of strangers to our community being on the school campus during school hours. She was again alerted to a concern with a man from the neighborhood watching children at play during recess. He had his phone out and appeared to be either taking pictures or filming the children. Following a report from a custodian, the School Resource Officer approached the gentleman who ran away getting into a car around the corner from the school. Officer Vasquez pursued the car and pulled it over. There were foreign men in the car, none of whom had identification

papers or work visas in English, everything was in Chinese, using translation through dispatch, the men were told to stay off campus and to not take pictures of or film the children on school grounds, While we can understand and support different cultures having different norms. It is never acceptable to stalk or film children. Thank you for your time. Dr Sim's letter is available to anyone who wishes to read it in its entirety.

Cayton Gardener – Resident: I'm going to speak a little specifically about Torrance County because I think we have a zoning wreck right now in Torrance County that we should go after aggressively within our zoning ordinances. It's been claimed that Agricultural Preservation land can be used for cannabis farms. If you look at Torrance County, you can see we're going to have Agricultural Preservation lands. We have them everywhere. Therefore that means we can have cannabis everywhere. These companies have shown they don't care about the laws. Once they get zoning, they will start growing. It doesn't matter. I reached out to Cannabis Control; we have 35-plus farms right now that are licensed in Torrance County. There are about five or six that are in the licensing process. So that's over 40 farms. I looked at zoning committees and saw how many have gone through zoning. I think we have one zoning member here, Mrs. Johnston, I'm glad you're here. I wish the other zoning people were here. Less than five of these have gone through Planning and Zoning. Most of these are getting signed off by the Director of Planning and Zoning, Donald Goen. That's an issue, we need oversight. These shouldn't be just signed off. That's a big concern. I asked in an email because I'm putting these numbers together on my own, how many were signed off, and how many got put through Planning and Zoning? I didn't get an answer.

I'm going with the best information I have available. Let's clean up zoning ordinances. One of the big things our zoning ordinance says is the standards. This is Section Nine, Agriculture Preservation District. The standards provided for this district are intended to preserve the open character of the area and thereby protect the business of agriculture. It's not very open, I feel sorry for people by these hoop barns, because, this land is unmarketable. Cannabis Control's General Counsel said we had some really good tools and ways to mess with zoning. I'd like to ask the lawyer, if you talked to Cannabis Control, have there been some plans? I think there needs to be some plans to attack this from a local level.

I was advised to talk to the Governor's Office. I was told he didn't know what she could do about it, which gave me a lot of faith in her. The states left us on this issue. Fortunately, I think we have some people working, some Legislators who know. This is crisis mode, and I'd never trust the state to take care of something. I

think this is a huge point, the state, through the State Engineer's Office, is recognizing this as a commercial product because they need commercial water rights to grow cannabis. It's not ag irrigation. This is not an ag product because it's not being used as a product. It's a recreational product. It's a commercial product, and the State Engineer's Office is recognizing that, even if the State Legislator didn't recognize that. I think we should be aggressive in doing a local moratorium. We should be aggressive in changing our zoning laws. I think Liz Stefanics indicates if we do local moratoriums, the state's not going to go after us because they're in a position of weakness. They look like fools on this issue. They're not going to go after us and the EMWT deal. I just think there needs to be public scrutiny on anything that's decided. Thank you.

*Comment by Zoom

Aurora Arreola - Policy Manager, Economic Justice Coordinator at the Increment Grant Law Center: I'm here to read the testimony of a detainee in the Torrance County Detention Facility. My name is Eugenio Castaneda, and I am from Cuba. I fled because I protested and was tortured and threatened. It's been a year since I've been in Cuba. I have been in Torrance since May 23, 2024. I am not in a detention center, I'm in a maximum-security prison. This place is for criminals. We have no freedom whatsoever. We're only allowed to go outside one hour a day. It is a prison for criminals, not for immigrants. There is little liberty, and we have minimum food. All the officials and guards are racist. Even if the guards speak Spanish, they will lie and say they don't understand you or completely ignore you. If you speak in Spanish, they also mistreat you. They only give you attention when they feel like it instead of when needed, even if it's an emergency. Had I known the reality of what seeking asylum in the US was like, I would not be here. We have a misconception that it is safe to seek asylum here, but it's not true.

With the mistreatment here, officials will find excuses not to conversate with us, such as saying we have a contagious infection, which is not true. Officials only come once a week, and they do not give you any information. Inside all resources, I see a lot of racism and lack of medical care here. We have no rights, and it seems like everything illegal is allowed. I have high blood pressure and diabetes, and medics have completely neglected my needs. They also tell me it's not a big deal or to just leave as if I had that choice. The medical care at the facility is the worst I have ever experienced in my life. It is a life-threatening situation where those of us can have necessary medical needs. We are not fed frequently enough for my

glucose levels to be stabilized. I want the County Commissioners to know about the lack of medical attention.

Alondra Reyes Policy Partnerships Manager here at the New Mexico

Immigrant Law Center: I'm here on behalf of a detainee currently at the Torrance processing center. I am Kevin Alejandro Castillo Ramina. I am from Ecuador. I am fleeing my country because my family and I have been receiving death threats, and one of my aunts was targeted and almost killed. After being kept for almost six months here in Torrance, my wife and I were separated at the border. I have suffered being apart from her for the last six months. I have no contact with her. I'm not allowed to speak to her. I know nothing of her, and I don't know if she's alive or if she's doing okay. I have been transferred from various detentions and am in Torrance now. It is mentally hard to be in Torrance. No human person is used to being detained like this. I try not to get into trouble here. The food here is disgusting, and we get very little, but we have no choice but to eat it. We do not receive enough food to have a healthy diet. Sometimes we have to wait very long to eat. If you miss breakfast at four in the morning, you don't eat until 1 pm then dinner is now until seven. I have realized that I have no choice but to stay positive, to survive. I'm grateful to still be alive, but I miss my life dearly. I have lost weight, but I'm grateful for the little food I get. I never thought I would be detained here; it is like a jail. I did not expect to be treated like a criminal for seeking asylum. I have no choice but to wait for my court hearing in September and hope for the best legal counsel because I can't afford it. I will be representing myself in court. I pray the last six months will not be a waste and I'm able to get asylum. They gave me an asylum application to fill out, and I filled it out as best as I could, without any legal advice or counsel. I have lost all contact with my family in Ecuador, the only person who sometimes contacts me is a cousin here in the US.

Tiffany Wang - Innovation Law Lab: Today I'll be playing testimony. My colleague will then translate it into English.

Victor Romero-Hernandez- Innovation Law Lab: The following is a translation of the recording in Spanish that we just heard from Raul detained in TCDF. Hello. Good morning. My name is Raul. I'm here in Torrance Detention Center. I have

been here for three months. I am sick, and I would like to get out. I would like for you all to hear this so that they don't bring more people here to be detained. I'll tell you; I don't know what's going to happen with my process. I am sick. I have a bacteria in my stomach that causes gastritis and ulcers. The food is very bad. Lockdown makes me phobic. Arriving at the cell at 8 pm I get nervous. I start to get short of breath, will the guards open it? No, they don't pay attention to me. Sometimes it takes them an hour to get to me. I feel like I'm dying because I want to go out. I want to be free but, I'm not. They are not giving me the medication that I have to take because I don't remember the name of the medicine. I have all of that information on my phone, and I feel bad, very bad, I tell you, very bad. I want to go out already. I want to know what's going to happen to me.

Ian Philabaum – Innovation Law Lab: A nonprofit legal service provider that has been supporting hundreds of people detained at the Torrance County Detention Facility. At the July 24 Commission meeting, the Commission discussed priorities for the 2026 to 2030 Infrastructure Capital Improvement Plan, quoting from the meeting minutes, the Chairman stated, “It rubs me the wrong way, saying that our inmates in a detention facility don't have the right medical care, and the tax paying citizens in this room don't have the right medical care.” My colleagues and I have spent time meeting with dozens of folks from all backgrounds and political views on the community in Torrance County. We wholeheartedly agree that local access to medical care is a top concern for people in the community. Folks deserve this. Meanwhile, Torrance County contracts with ICE in the multi-billion-dollar company, Core Civic for the operation of TCDF, because they are legally bound to provide adequate care to people in their custody. They claim they are not doing so. It matters that people detained there and those who support them return to the Commissioners to seek attention and remedies for the extensively documented harm and medical neglect they have experienced at that facility and to ask the Commissioners to put an end to contracts for the facility's underlying operation. We would like to challenge folks to think beyond the premise that either the local community outside the prison walls or those inside the walls must suffer a lack of medical care. Everyone in Torrance County deserves dignified medical care. Period. The question should not be whether the residents of Torrance County should have health care. But rather, why does Torrance County continue to pay a private prison company to fail to render medical services and Elected Officials at

all levels of government could be focused on investing in medical services systems for the residents? Thank you

Rick Dean – Resident: I'm sorry I'm not there in person this morning. This is about elected board members, as opposed to self-appointed board members because that would allow the citizens of this county to remove those who are not doing the job that has been requested of them. The County Administrative Offices taking over any type of work for EMWT, I think, could get into some legal issues. I don't know what kind of rules and regulations may have been violated by this happening. I would love to see an elected board. This way the citizens have recourse, just like we do with all other Elected Offices. We need water, we've got very little, and like many others, don't have a well anymore. I'm wheelchair-bound, but I still have to haul my water. This has gotten worse over the last few years with the increased growth of a lot of things, not just cannabis. We need to look at that very carefully before we make any decisions about taxpayer dollars in the Administrative Offices going toward the EMWT, which is a Domestic Nonprofit Corporation.

I want to thank Torrance County Fire and Rescue for their excellent service yesterday that took me to Albuquerque. We need to fund them as much as we can to make sure that the people of this County are properly taken care of in medical situations. Thank you all for the time this morning. Thank you.

8. APPROVAL OF MINUTES

A. COMMISSION: Request approval of minutes of the August 14, 2024, Regular Meeting of the Board of County Commissioners.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve minutes of the August 14, 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.

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

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

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 the 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.

Amanda Lujan - Grants Administrator: This item is a Capital Appropriation that has gone through the New Mexico Environment Department. They require a Resolution to name the authorized individuals. This is \$125,000 to plan, design, construct, purchase, and install water collection and storage systems for the fire department in McIntosh.

Michael I. Garcia-County Attorney: I was looking at the resolution language that was going to be added to the ambient result part. It is not on this copy.

Action Taken:

Kevin McCall-County Vice Chair: Motion to table till we have proper documentation.

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. GRANTS: Resolution to enter into agreement SAP 24-12479-GF with the NM Environment Department and authorize Ryan Schwebach, Commission Chair as the 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.

Amanda Lujan - Grants Administrator: This Capital Appropriation goes through the New Mexico Environment Department. This is \$100,000 for the plan, design, and construction of the Duran Water System. The language is very broad, but we are in construction right now. The tanks are about to be delivered and the one tank that we are installing. We have an update with Bohanon Houston this afternoon. This is an additional \$100,000.

Michael I. Garcia-County Attorney: There is the same issue with the resolution language at the end.

Action Taken:

Ryan Schwebach-County Chairman: Motion to table till we have proper documentation.

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

C. GRANTS: Resolution to ratify the 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 firefighters and EMT positions.

Amanda Lujan - Grants Administrator: This is the Firefighter Recruitment Fund. We have received the grant to fund existing and new positions for the Firefighter/EMS, etc., it's a three-year grant. The first year we'll get 100%, \$750,000 then the next year and tear down. We will match whatever is needed for that. This did go before the grant committee.

Action Taken:

Kevin McCall-County Vice Chair: Motion to approve Resolution 2024-26, to ratify the 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 firefighters and EMT positions.

Ryan Schwebach-County Chairman: Seconds the motion.

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

MOTION CARRIED

12. APPROVAL

- 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)

Selena Carroll-County 911 Communications Director & Amanda Schroeder 911 Supervisor: We're requesting some extra help over at Dispatch because of the staffing shortage. We have two different proposals, one to have a Deputy Director and the other one to budget for the Fire Department's Administrative person who will help with our bills. The Deputy Director would be a Certified Dispatcher as well but wouldn't have to be.

Samuel Schropp-County Commissioner: There was some conversation when I was at Dispatch this week about where we will put this person, and logistically that's doable. It is a good short-term fix, but for the long term, we need to look at a Deputy Director.

Ryan Schwebach-County Chairman: Where did we come up with the salary?

Selena Carroll-County 911 Communications Director: This would be the amount of money that's in between the highest-paid supervisor now and myself. I've got the other supervisor to agree to move into the training room office. If this gets approved.

Ryan Schwebach-County Chairman: I understand the needs right now. At the last Commission meeting, we were looking at a part-time hybrid model. I made a statement that maybe you need a full-time individual to assist you who has come into a much higher-paid position as Deputy Director. I would like to know the reasons what the whole thought process is and how this works with the department.

Selena Carroll-County 911 Communications Director: It would be someone who would also know the full Director position job, just in case something were to happen to me it would be seamless. Dispatch could continue going on as it is right now, it would also provide me with another higher-paid position, which then would free up a Supervisor position if one of them were to move up.

Samuel Schropp-County Commissioner: This would improve morale because people can see that there's a place to move up to. Move the Supervisor to a Director and move a Dispatcher to a Director. People can see their future with Dispatch and the reason for staying there long-term.

Selena Carroll-County 911 Communications Director: That's one of the reasons why they leave.

Kevin McCall-County Vice Chair: How many other supervisors do you have below you?

Selena Carroll-County 911 Communications Director: Two. One is on the day shift, which is Amanda, and the other one is Ben, who I have on the night shift. They have different roles to play in their strengths. Counseling is one of them. They counsel the other Dispatchers if something comes up. Ben's main thing that helps me out is his IT skills, and he knows all the machinery, anything technical. I have Amanda doing scheduling. She helps me with training, she is a certified trainer. She also was on the floor full-time dispatching. They both help me with pulling IPRA's.

Ryan Schwebach-County Chairman: All of this stems from the reality that there are not enough Dispatchers, and the Supervisors and Director are covering for Dispatchers. The number of positions we have, by design, Supervisors, and Administrators should never be Dispatched unless somebody is sick or in case of extreme urgency.

Selena Carroll-County 911 Communications Director: Correct, it's only getting worse.

Tracy Sedillo-Interim County Manager: We had a lot of issues when our last Director left because no one knew the full role of being the Director. Selena stepped up into that position. It's been a learning curve. My bigger concern is there is no continuity of business in the Dispatch Center if the Director were to leave or to be sick. The Supervisors do not know the whole spectrum of what needs to be done.

Ryan Schwebach-County Chairman: It still doesn't solve the problem of getting Dispatchers in the chair.

Selena Carroll-County 911 Communications Director: I haven't gotten any applicants since we had the pay last meeting.

Ryan Schwebach-County Chairman: This position may be warranted, but it's not going to solve the problems. It'll help. As a Commission, when we look at the overall budget, we need to get Dispatchers in there. I'm looking at another \$94,000. If we fill those Dispatchers, there may not be a need for that position.

Selena Carroll-County 911 Communications Director: I wouldn't say that as time goes on, everything gets busier, and more people call in for more things. Even when we can fill in just everyday Dispatchers, there'll be busier days, and we would have swing shift people working. We would have extra people to cover in case someone called in sick or went on vacation.

Samuel Schropp-County Commissioner: We are building up a public safety department to see good organization and structure, and support from this Commission is going to be a selling point to bring in experienced Dispatchers. Experienced Dispatchers who look at us now see a department in chaos, and so we're dependent upon hiring entry-level. If we start building this out and have some structure, it will make us more attractive as we try to hire.

Selena Carroll-County 911 Communications Director: Yes.

Ryan Schwebach-County Chairman: As Director, you reevaluated Dispatch, and these are the solutions you're coming up with. Seeing it from the Director's point of view. Dispatch has been struggling for years for multiple reasons.

Samuel Schropp-County Commissioner: A \$94,000 a year investment is trying something new, but we're going to build professional quality emergency services in the County. These are things that we need to start doing. We need to be looking at changing things.

Ryan Schwebach-County Chairman: How many vacant positions do we have right now?

Selena Carroll-County 911 Communications Director: I have five, but two of the positions that are filled right now are a person who's been there for six days and the other is at two and a half months. The next academy is in October. That's going to be a three-week academy. They'll be certified, come back, and start on-the-job training. At that point, we'll see if they can do the job.

Kevin McCall-County Vice Chair: I let my thoughts be known at the last Commission meeting, I have no further thoughts.

Ryan Schwebach-County Chairman: My hesitation comes in creating a position that can't be reversed. This concept has come up in two weeks to us. I'm trying to think it through the long term. I hear the reasoning of a Deputy Director to where we have fluid consistency. I'm also hearing for the last six years; the issue is that we have not had Dispatchers. I'm trying to hone in on is, what are you seeing differently now that your Director and the past Directors have not.

Selena Carroll-County 911 Communications Director: I think the number one thing is that it seems the previous Directors didn't branch out and talk to anyone, didn't go to meetings with different agencies to get a whole, well-rounded idea of what's going on and ways to help ourselves. We stayed in the building, and that was it. I've been able to reach out and talk to different people and get different ideas on how they do things. I came up with different ideas. Two days ago, I was shadowing the Dispatch Director for Valencia County, and the way that he's doing things made me reevaluate how we do things, to do it a better way. I started to try to do things a different way to make it more efficient for all of us at Dispatch.

Ryan Schwebach-County Chairman: This Commission is being hit with this whole restructuring within Dispatch, and it's different from what we've seen. It doesn't mean I'm opposed to it. I would like to think it through and see some possibilities before we permit the County to a classified position that may need to be morphed into a different position because we've seen that in the past in other departments. I need you to understand why I am hesitant. With that being said, I can think of a couple of options. One, cut the pay down because it's in between the Director's position and Shift Supervisor. Have a clear definition of the rules with intent to do the same thing as the Deputy. I don't know if this salary warrants it.

Selena Carroll-County 911 Communications Director: What are your thoughts on what the salary should be?

Ryan Schwebach-County Chairman: What are the full definitions and descriptions and job duties of the individual? What kind of training do they need? At first, you said they don't necessarily have to have Dispatch training. What do you envision if they don't have to be a Certified Dispatcher?

Selena Carroll-County 911 Communications Director: I would make them a Certified Dispatcher, but you don't have to be one to be the Director.

Ryan Schwebach-County Chairman: A Certified Dispatcher needs to come into the role of being certified with a higher salary. Not on-the-job training. How about administrative skills? What do you envision as a Deputy Director? This position is going to be covering a lot of your needs to where you can do your job.

Selena Carroll-County 911 Communications Director: What I would imagine for it to be, is they know every single thing that I know, they need to be at the level that I'm at, and that way we can share those duties. If you have a different suggestion, we can look into that too.

Ryan Schwebach-County Chairman: I'm not opposed to that.

Selena Carroll-County 911 Communications Director: The whole point of this is, if something were to happen to me, the other person can just take over seamlessly, and it wouldn't be, so chaotic, as it is right now, with me not knowing anything about the Director position, except for what I'm starting to learn, it could just continuously flow.

Samuel Schropp-County Commissioner: Do we have a comparison with other Counties that have Deputy Director positions? What I'm looking at is, could we advertise this and pick up a Deputy Director and attract someone new?

Selena Carroll-County 911 Communications Director: I don't know the answer, but I could look into that and let you know I haven't reached out to any other counties about whether they even have this position or not, but I will.

Samuel Schropp-County Commissioner: That would be a prudent thing to do because we may be able to hire someone at this salary.

Ryan Schwebach-County Chairman: But to what end? How does that solve the problem of putting Dispatchers in the chairs? That's the root of the problems of this structure.

Samuel Schropp-County Commissioner: The Fire Chief has been finding out you do what has to be done. That means you have a Certified Dispatcher who can sit in the chair, and who can work Excel programs as administrative duties. You have someone in a manned position who's flexible and can work, and when Selena needs a day off, you have somebody who has that continuity of service.

Ryan Schwebach-County Chairman: All the other Dispatchers don't get any time off, because we still need to fill the positions. I'm trying to get to how this goes down the path to solve the problem. The alternative, from a finance point of view, is to take this suggested \$94,000 and throw it at Dispatchers.

Kevin McCall-County Vice Chair: Is that going to solve the problem?

Ryan Schwebach-County Chairman: I don't know.

Selena Carroll-County 911 Communications Director: It's not going to solve it, but I think it'll help it in the long run. There's going to be a new position that would be open at a higher rate, higher quality, better-looking applicants to try and fill that position, plus they would then free up another position, possibly, or at least, I would have a fourth person to help me with all the different tasks that need to be completed.

Tracy Sedillo-Interim County Manager: The problem right now that we're seeing is that Selena is spread so thin between dispatching that it's been really difficult for her to get requisitions done, to get bills paid, but she is not available at

this point to go to any hiring events, to try to promote dispatch, to try to do recruitment because they're so short staffed, and we're thinking that another administrative person, to assist her, would also allow them time to go to hiring events and maybe reach out and do PR with the schools and the community colleges. We thought about reaching out to people who are coming out and looking to go into some type of emergency services type career, but that would freeze some of that time right now, and that's just not a reality for recruitment.

Ryan Schwebach-County Chairman: The concept is to bring somebody in with all the Directors' training to where you can focus recruitment.

Selena Carroll-County 911 Communications Director: Not necessarily me, it could be me, but yes, it would free me up to do other things.

Kevin McCall-County Vice Chair: This Commission unanimously passed a raise for dispatchers from \$17 to \$19, uncertified, certified from \$19 to \$2. I understand there's a shortage. I'm not sure that this is going to fix the shortage of dispatchers.

Selena Carroll-County 911 Communications Director: I reached out to Workforce Solutions, to make sure that they were still handing out my cards. I explained to her the shortage of our staff, and she said that if I create a flyer for her, she'll pedal it out at every single work event.

Tracy Sedillo-Interim County Manager: The Director's salary currently is \$31.50 an hour, and the highest-paid Supervisor is at \$29.25 that's where the middle of this came from, and a Certified Dispatcher, is \$21 an hour.

Ryan Schwebach-County Chairman: If we jump the salary up we may get applicants that may not be a Dispatcher, but they're willing to be on the top end. We have more problems than we realize, in the entire workforce. Another thought process is to take one of the dispatch positions and apply that money towards this position, not necessarily as a Deputy Director, but with intentions to fill the Deputy Director. How much time does it give to the Director to further some of the needs? Understand why we're elected to just put a \$95,000 tab on the County that may not fix a problem, because, in the grand scheme of things, we may have to look beyond just Dispatch to solve this problem. Shortage of labor is not unique to just Dispatch.

Tracy Sedillo-Interim County Manager: We can put whatever qualifications we want into the job specs. They need to be certified and have many years of experience at Dispatching to have a Deputy Director position.

Samuel Schropp-County Commissioner: If we look at item 12B, approval of MOU with Moriarty Police for picking up basic dispatching and looking at it like the PRN that the Chief is hiring, we will be able to cover shifts. We will be able to fill those vacancies with qualified part-time workers. That covers that problem. We're back to providing continuity and institutional memory at the top. For the time being, we can cover these shifts. We can add personal power to the radio and move someone into this position and have them able to fill in as well. PRNs, we won't have benefits except for the PERA.

Kevin McCall-County Vice Chair: I feel two weeks have not been enough to let these raises kick in and see what happens. Let's wait a little longer to see if we can fix it by raising the rates of Dispatchers.

Ryan Schwebach-County Chairman: I have to agree with what Commissioner McCall is saying. Two weeks isn't enough time. What we were posed with last Commission meeting was, that the financial impact was around \$50,000.

Tracy Sedillo-Interim County Manager: That impact is minimal, but after we have been awarded this Fire Grant to hire additional staff, I'm not sure that the Admin Assistant for Fire is going to have time to take on these additional responsibilities.

Kevin McCall-County Vice Chair: I know this is short term. I did have a conversation with Chief Winham, he is willing to send an employee over for the short term to help you get caught up with some of the duties you're behind on. I don't know if that's a help. I do not want to short the EMS and Fire of their employee coming over the long term.

Ryan Schwebach-County Chairman: I would like to defer, but I would like to have a plan so that it is not deferred again. We need to take advantage of the Fire Chief's position; I think that's doable under the Management's direction. I would like to come over to Dispatch and visit with you in your time frame. I think at the end of the day, it's still going to take more money for Dispatchers.

Action Taken:

Kevin McCall-County Vice Chair: Motion to defer till have more information.

Ryan Schwebach-County Chairman: Seconds the motion, with the intent at the next meeting we have something we can pass.

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

MOTION CARRIED

13D. GRANTS: Discussion of current Fairground Improvement plans with Studio Southwest Architects.

Amanda Lujan - Grants Administrator: I also wanted to clarify from the last meeting that, as you alluded to, there was a miscommunication internally, which is why some of the scope of work that they've done went a little bit astray, they worked diligently to correct that.

Laurie Anderson - Studio Southwest Architects: Three things that we want to share with you today is that it was our understanding you would like to see the revised plan. We have four options that we'd like to present. We also want to talk about the schedule, and we have provided cost estimates for each one of those options. The four options that are in front of you include option one: which shows the most original plan with the original 22,500 square feet that would fit between the existing barn and the covered area. We wanted to show what this would look like. You could connect to that existing covered area and potentially close it in the future as well. The difficulty with this option, maybe you would consider is that with a 10-foot alleyway between the north part of the multi-purpose building in the existing barn, you would have to build a firewall. There would have to be fire protection for that 10-foot out. The cost related to that one is that's this first cost estimate from Bayless and company for 22,500 square feet. Total cost includes general contractors, overhead and profit bonds, insurance, escalation, contingency, and New Mexico gross receipts tax. It's at roughly 5.4 million dollars. There could be cost savings if you add a fire suppression system to this 22,500 square feet, you will not need the CMU firewall. You would see a cost savings of about \$180,000 of a cost savings.

Ryan Schwebach-County Chairman: The firewall is in between the existing barns?

Laurie Anderson - Studio Southwest Architects: You would have to build it on the north face of that existing barn and the west wall as well, wherever you need that separation. You will not need the firewall if you have a fire suppression system in the new Multi-Purpose building.

Ryan Schwebach-County Chairman: Option one, this estimated cost of \$240,000; \$2 per square foot.

Laurie Anderson - Studio Southwest Architects: That includes the metal frame building and the earthwork that you'll need to do because we also have to raise the floor slab. It includes concrete, metal doors, water distribution, HVAC, electrical, fire alarm, and the paving around it. This estimate does not include fees for architectural and engineering, which could be estimated at 5% of the construction cost, and it does not include parking or restroom fixtures or the office building out. This is just the square footage for the 22,500 square feet and you'll see that that's similar to all the other options. Option two would represent an independent building with 30-foot alleyways, which is what you would be required to have without firewalls and a fire suppression system.

Ryan Schwebach-County Chairman: No.

Laurie Anderson - Studio Southwest Architects: Option three represents the multi-purpose building with its north wall in line with the existing multi-purpose building and covered arena and a portion of the covered arena taken out. The portion that was saved there is the 4,200 square feet that is an existing lower roof that matches the multi-purpose building's roof. We selected that line. It makes sense from a structural standpoint. We also provided a 30-foot clearance between those two buildings, and this one includes 10-foot alleyways around the existing barn to the southeast.

Samuel Schropp-County Commissioner: Option one, the north wall of the building. How much distance is between the north wall of the building and the existing fence?

Laurie Anderson - Studio Southwest Architects: I don't have the exact dimensions, but I'd say it's about 15 feet.

Samuel Schropp-County Commissioner: Is option one laid out on the GPS mark, which we provided to you.

Laurie Anderson - Studio Southwest Architects: Yes, this matches the GPS given to us.

Collin Schumacher - Studio Southwest Architects: This option currently goes over the existing road that you have to the north of the building. That cost estimate also includes rerouting the road.

Laurie Anderson - Studio Southwest Architects: Option four represents the smallest square footage Multi-Purpose building. It takes away a little bit less of the existing covered arena. This is for you to be able to see that, see that as an option. This is the least expensive at 4.4 million. On the handouts, the schematic design is in green, the one below shows design development at six weeks in purple, the construction documents at about 10 weeks, and construction represents a full year to construction. This schedule would not include procurement for architectural and engineering fees, nor contractors. That would be something we would want to discuss with you on how you want to procure the contractor without that included. It shows an end date of January 8, 2026. Based on how long the contracts took for the survey, I would recommend that there's a way that we could have procurement happen faster because this also assumes you have an architect contracted in place today to meet the schedule.

Kevin McCall-County Vice Chair: Do we know when appropriations are set on some of these?

Laurie Anderson - Studio Southwest Architects: Yes, \$700,000 whose reversion date is June 30, 2025. \$268,000 reversion date is June 30, 2026, \$1,050,000 in 2027 and 2.9 million in 2028.

Ryan Schwebach-County Chairman: Option one, not quite as far away by about 10 feet, eight feet, give or take. I don't know how wide that building is, but I thought we were talking that we had more than 20 feet of clearance to bring in equipment.

Samuel Schropp-County Commissioner: Option three, they're showing a 10-foot alleyway in that area.

Laurie Anderson - Studio Southwest Architects: An arena for horse cutting would be about 90 feet X 90 feet.

Ryan Schwebach-County Chairman: 90 X 90 of usable horse space.

Collin Schumacher - Studio Southwest Architects: Most of these layouts go off of the 30-foot nominal list to match the existing covered area girder widths, so you

can use the same structure throughout the building. When talking about the structure it's easier for them. We had it going out about five feet more from where you had drawn because you had 85 feet, we bumped it so that it's 90 feet for that width. That's why it's 15 feet to the side wall, instead of the 20 feet that you had.

Samuel Schropp-County Commissioner: You need 90 X 90 for cutting but you don't need that much space for Western pleasure or team penning events. We wouldn't book cutting horse shows. We could book other types of events. Cutting horses is a speed event.

Laurie Anderson - Studio Southwest Architects: There is also a structural narrative included, we can send you the email with the updated cost savings information as well as our civil narrative.

Ryan Schwebach-County Chairman: I'm leaning towards combining a little bit of option three and option one. Saying we're going to remove some of these existing covers.

Kevin McCall-County Vice Chair: I hate to take structures down at the fairgrounds if we can keep from doing it. Until I look at the price analysis of the different options. I'm not ready to make that decision.

Ryan Schwebach-County Chairman: I would like to look at this, go to the Manager, to where it can be sent off to you saying this is what the Commissioners want to do. You can analyze it, and we go from there.

Laurie Anderson - Studio Southwest Architects: That sounds good. Thank you.

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

Selena Carroll-County 911 Communications Director: As you know, we're extremely critically low-staffed right now. The Sheriff's Department is also critically low staff. In the past, we've had Deputies who would come in and Dispatch and help us out. Since they don't have the manpower to do that anymore, they put together a MOU to try and see if we can get some Moriarty Officers to come in and help us Dispatch to try to get us off the floor.

Samuel Schropp-County Commissioner: Benefits, is this straight pay, no PERA contribution?

Misty Witt-County Finance Director: This would be Moriarty PD overtime pay, plus applicable taxes. Moriarty PD will invoice us each month for the overtime that their Officers are putting in, there would not be any PERA. It will just be overtime plus taxes. On Schedule A which is the last page of the MOU in the packets. These overtime rates came directly from the Moriarty Police Chief.

Selena Carroll-County 911 Communications Director: These are the four rates of the people who are interested in dispatching. We have four for right now. Hopefully, we can get more interested.

Kevin McCall-County Vice Chair: As an officer, do you come in as a Dispatcher knowing what you need to know?

Selena Carroll-County 911 Communications Director: Depending on who's training the Deputies, they'll send them to Dispatch to do a day at dispatch. Two of these four people are on schedule A and have already done that. On top of that, they know the CAD system. They're able to work with CAD systems on their side, they're able to see NCIC information. They're also able to run off their leads if they need to because they already know how to do all of that, how to read all of those runs, how they look. They already have the radio ear. They know how to operate the radio. It's answering phone calls and teaching them how to ask proper questions, which they also do in their line of work already, to investigate things. It's using the CAD system the way that we use it on our side because it does look a little different on their side.

Kevin McCall-County Vice Chair: Would it be safe to say that they would be certified?

Selena Carroll-County 911 Communications Director: No, well they wouldn't be Certified Dispatchers equal to certified.

Kevin McCall-County Vice Chair: We upped you to \$21 an hour for a certified dispatcher and this rate is much higher. Would they be considered certified?

Selena Carroll-County 911 Communications Director: No, they can't do as much work as we do. It's not a new thing, because we've had deputies for quite a while.

Kevin McCall-County Vice Chair: You say it's not going to be long term. Are we putting a sunset date on this MOU and number two, the ceiling of how many of these can be used or shifted per week, per month?

Ryan Schwebach-County Chairman: I would like to approach because we have so many different dynamics going in Dispatch at the moment. I know it's going to be more of a pain for you, but I would like reports at Commission meetings with this as a standard agenda item to convert and change. We're not going to get so far out in two weeks. I think it'll also help facilitate what looks like actual long-term fixes. I'm ready to move forward, essentially at the discretion of the Director to utilize this as needed, but with a very simple bi-weekly report, it doesn't necessarily have to be given to make sure the information gets here.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve MOU with Moriarty Police Department for officers providing dispatch services at Torrance County Dispatch.

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

11A.GRANTS: Resolution to enter into agreement SAP 24-12482-GF with the NM Environment Department and authorize Ryan Schwebach, Commission Chair as t 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.

Amanda Lujan - Grants Administrator: We have the information for 11 A and 11 B. On 11 A. A corrected resolution that corrected the warehouse or Now, therefore?

Michael I. Garcia-County Attorney: It probably should say, Now, therefore be it resolved that the Governing body of Torrance County.

Ryan Schwebach-County Chairman: I'm going to insert the Governing body Torrance County authorizes the above name, Commissioner, interim county

Manager, Finance Director, and Grants Administrator as authorized signatories and official representatives.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve resolution 2024-27, as presented.

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

11B. GRANTS: Resolution to enter into agreement SAP 24-12479-GF with the NM Environment Department and authorize Ryan Schwebach, Commission Chair as the 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.

Ryan Schwebach-County Chairman: Item 11B, I inserted, Governing body of Torrance County authorizes the above name, Commissioner, Interim County Manager, Finance Director, and Grant Administrators as authorized signatory and official representatives.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve resolution 2024-28, as presented.

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

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

Deferred

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

Linda Jaramillo-County Clerk: This Memorandum of Understanding is entered into between the Secretary of State and Torrance County. This is the last meeting before the MOU deadline to be submitted to the Secretary of State. This MOU is for the purpose of specifying the use of \$60,000 appropriated by the Legislature for the 2024 Presidential General Election. For the Primary Election I was approved \$50,000. I went over by about \$5,000. They reimburse me for that. I think that's why they came up with this figure of \$60,000 for the General. On the last page, it tells you what I can use this money for. I use it mostly for Precinct Workers to pay them a good wage for the important work that they do. I included the last Primary Election reporting to the Secretary of State, it will give you an overall view of how I spent the money for the Primary Election and the amount of the overage.

I wanted to mention that I lost one of my dearest precinct workers, Margie Shanfeldt, last month. She worked with me for 25 years, and she must have been sick for the last election in June because she passed away last month. I couldn't go see her because they didn't allow that, I understand that, but I sent her a nice bouquet of yellow roses, to brighten up her day. She called me and thanked me, and I thanked her for all her years of service.

I did want to mention this flyer that's going out of the Secretary of State's Office on my behalf. It is paid for entirely by the Secretary of State. It's all the information that you need for the General Election. All 10,222 Torrance County voters will get this flyer. I encourage everybody to read this flyer because it gives you valuable voting information. Thank you.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve MOU with the Secretary of State for projected costs of \$60,000 for the 2024 General Presidential Election.

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. 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.

Leonard Lujan-County Road Superintendent: When closing out the budget. We emailed everybody and tried to get all of our invoices in. We closed everything out to start the new fiscal year, and this one showed up after the fact.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve 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.

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

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.

Misty Witt-County Finance Director: These invoices were received from EVSWA in July for payment. These are for prior fiscal years. We have asked Danette Cabber with EVSWA to speak on these. I know she and County Manager Barela were in communication about these.

Danette Cabber - Interim Director for the Estancia Valley Solid Waste

Authority: These are actuals that are on our budget for running the County collection program. We were short in the year FY23 by \$111,000 and in the year FY24 by \$68,000. We were in discussion with the prior County Manager. We invited her to our Budget Committee Meeting, and Commissioner Schropp was available at one of our Budget Committee Meetings that we had, and we went over the budget thoroughly.

Ryan Schwebach-County Chairman: Why were these not paid before? If they're invoiced, why are they before us now, from two years ago?

Danette Cabber - Interim Director for the Estancia Valley Solid Waste

Authority: I just invoiced him. When I spoke to Janice Barela in July, she asked me for an invoice.

Ryan Schwebach-County Chairman: We just now received them because it's in the past fiscal year. That's why it's before us.

Danette Cabber - Interim Director for the Estancia Valley Solid Waste

Authority: In county collections we received \$921,000 in revenue. In expenditure \$1,000,043 for the year of FY23 leaving a balance of \$111,000.

Ryan Schwebach-County Chairman: The collections you referred to are the money received from quarterly payments. The quarterly payments are collected through Solid Waste per the County Ordinance that is applied to the County budget. There's tipping fees on top of that. That is actually what is hauled from those centers to the landfill.

Danette Cabber - Interim Director for the Estancia Valley Solid Waste

Authority: That is separate from the tipping fees. That's for the landfill. This is for the County collection. This is the amount that we are short-running the County collection system. We have eight different collection stations around the County. We also own and operate the landfill that's east of Moriarty.

Kevin McCall-County Vice Chair: What's the agreement? Is it based on tonnage?

Danette Cabber - Interim Director for the Estancia Valley Solid Waste

Authority: No, there's not an agreement right now. We don't have a County contract right now. We did have one. There was a study done in 2015 on how much the County Collections would cost the County. We haven't raised the rate since 2014 it's still \$60.50, a quarter. It's still the same price. They set it at \$800,000. It cost a million dollars to run this. That was nine years ago. If you're looking at it, I have \$600,000 in payroll, alone.

Ryan Schwebach-County Chairman: What Ms. Caber is speaking of is, is there is no counter contract, it expired in June of 2021. What is in place is a fixed cost for the tons of trash hauled, that's the tipping fee. This represents the County's responsibility to its citizens to provide a collection service to get the trash to the landfill. In theory, it's paid through collections from the quarterly payments that all residents pay. In the past Solid Waste has been contracted through Torrance

County to do this. Since that contract expired there are multiple reasons why it hasn't been renewed. It has stayed status quo. What we're seeing now are actual numbers applied to those transfer stations. That's why there are invoices that we have not seen. We have one that is in the amount of \$68,256, and another that's just shy of \$112,000. I sit on that board and have gone over these numbers time and time again.

In the past, there have been concerns that one thing is subsidizing the landfill. I can assure you now, that has been separate. That's why we're two years in arrears on this. In simple terms, this is the actual cost for those services. At this point, we can say we're not going to pay them, in which case, Solid Waste absorbs it, or we can say we're going to cover this and essentially subsidize through our General Fund. We must start having this discussion because there are several different options we can do down the road. After all, the collections are not covering the cost. We can raise collections, we can subsidize it, or we can cut services. Those are our options, that are not on the table today.

Kevin McCall-County Vice Chair: Why the discrepancy between \$111,000 and \$68,000?

Danette Cabber - Interim Director for the Estancia Valley Solid Waste

Authority: There was significant savings in fuel costs from one year to another. We had received a grant to get CNG trucks, our natural gas trucks. We saw a significant decline in fuel, almost \$40,000. Also our insurance with New Mexico self-insurer fund. Our workman's comp went down. Our property and liability coverage went down.

Ryan Schwebach-County Chairman: I've been involved with Solid Waste as a board member when this was coming up and was something we've been dealing with to try to get realistic costs. It has been my approach that Solid Waste is responsible for that landfill. They can run that landfill as efficiently as possible, but they can't take what we hired them to do to get County trash to that landfill. They can't pull from that. In the past several years, since Ms. Cabber has been here, the Board has been directing her to separate actual costs. The previous contract was an arbitrary number saying, these are the collections we get so that's what we're going to make the contract with Solid Waste. The board has been very adamant to increase efficiency. That's why you see the difference in costs. That's why you see the change in the maintenance schedule. That Board and that entity have jumped up a lot of their efficiencies and how they do things and how they plan it. In the future, yes, there will be a contract where it is more streamlined. It was difficult to

try to get to this point. This is a mechanism to make it aware to the Commission, because we have responsibilities and services, we render versus the responsibilities from Solid Waste. Now that we see the actual numbers, we can start attacking.

Samuel Schropp-County Commissioner: In the meantime, we're going to need to subsidize at \$68,000.

Ryan Schwebach-County Chairman: Or we can make them subsidize it. We don't have to pay for this. I don't think that's right, but I'm just telling you the options right now, full disclosure.

Kevin McCall-County Vice Chair: As far as procurement without a contract. How does that work legally?

Michael I. Garcia-County Attorney: Part of is because we have the MOU, that's the main basis for the arrangement because Torrance County is part of EVSWA. It's two government entities that are exchanging money. I could probably get you a more specific answer. I think that's the basic answer.

Kevin McCall-County Vice Chair: Do we have a time frame for a contract?

Ryan Schwebach-County Chairman: The County needs to figure that out and discuss that. I have voiced my concept of a contract. I envision more of a monthly fee. Solid Waste has increased its efficiency. Now it's our turn to increase our efficiency, within that, our mechanism is, one look at our ordinance, and communication with the landfill. The prime example is municipalities that don't enforce all trash in a trash bag. When the truck comes and picks up loose trash and blows everywhere, all of a sudden, we're paying a good chunk of money to go pick it up off the neighbor's lawn. That's the landfill's responsibility, but in turn, it is our responsibility to say we're giving them trash that they can handle to help their efficiency. That's just one example. We can also play with services when we open and close these transfer stations. We're talking about cutting services or adding services. At the end of the day, what I envision within this contract is the County contracts with Solid Waste to do X number of jobs. This station opens this many hours a week, and this is what it costs to take a ton of trash from this station, and then our tipping fees, so we have a constant number coming in.

Kevin McCall-County Vice Chair: You're saying the County has the opportunity to cut services, add services.

Ryan Schwebach-County Chairman: Absolutely. We have been running based upon the last contract, and MOU.

Danette Cabber - Interim Director for the Estancia Valley Solid Waste

Authority: Also the fees. We haven't changed the fee since 2014, that's 10 years.

Kevin McCall-County Vice Chair: Your fees to us, but have the fees charged for the customer?

Danette Cabber - Interim Director for the Estancia Valley Solid Waste

Authority: The County Commission is the one that sets the fees.

Ryan Schwebach-County Chairman: Financially speaking, Solid Waste is in a very good position.

Action Taken:

Ryan Schwebach-County Chairman: Motion the 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.

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

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.

Action Taken:

Ryan Schwebach-County Chairman: Motion the 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.

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

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

Amanda Lujan - Grants Administrator: At the last meeting, the Justice Assistant Grant was approved, but the assurances were not signed, and the assurances are standard, that our policies and procedures meet the contract standards, like drug-free workplace, no texting and driving. We will comply with all the crime reporting standards for the State, and our grant reporting, etc., will be anonymous, basic assurances that we are complying with the standards of the State.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve and signature Privacy, Equal Employment Opportunity Plan, Assurances for Justice Assistance Grant (JAG) with NM Department of Public Safety.

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: 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.

Deanna Lopez-County DWI Program Coordinator: The next two MOUs per the local DWI grant program administrative guidelines, the program funds overtime only, no benefits for Law Enforcement Officers to support sobriety checkpoints, and directed patrols warrant roundup and operations targeting underage drinking. This first one with the city of Moriarty will be for underage drinking operations and directed patrols for \$7,000 throughout FY25.

Samuel Schropp-County Commissioner: Are we responsible for that time and a half above their hourly rate or the entire rate?

Deanna Lopez-County DWI Program Coordinator: For overtime.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve MOU between Torrance County DWI Program and City of Moriarty Police Department for DWI

enforcement activities, including directed patrol operations and underage drinking operations.

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

Deanna Lopez-County DWI Program Coordinator: This would be used for overtime, and this would be for in the amount of \$6,000 with the Sheriff's Office.

Ryan Schwebach-County Chairman: The previous one had underage drinking operations, but this one doesn't for a reason.

Deanna Lopez-County DWI Program Coordinator: Yes, because the City of Moriarty will only do underage drinking operations. They can't do checkpoints. The Sheriff's Office does not do underage drinking operations, they do checkpoints.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve MOU between Torrance County DWI Program and Torrance County Sheriff's Office for DWI enforcement activities, including directed patrol operations and checkpoints.

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

13. DISCUSSION

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

Amanda Lujan - Grants Administrator: The Department of Finance and Administration put out a call for grant applications for park improvements. I thought it would be a good fit for the Duran Mutual Domestic Heritage Society to do their feasibility study on that building, which is part of what they've asked us for on the ICIP. I put this on the agenda, and after doing some more research, I was told that we could not do it because we don't own the building, it has to be our property. I did consider this for the Fairgrounds, but it didn't work because it has to be open to the public. Interim County Manager Tracy Sedillo and I decided to keep it on the agenda because we wanted to let you all know that if we do eventually get funding through the ICIP or through the Capital Appropriations, we will have to start discussing becoming their fiscal agent and an MOU. It's a heads-up.

Ryan Schwebach-County Chairman: For Duran Mutual Domestic Heritage Society. We can be the fiscal agent with an MOU in place.

Amanda Lujan - Grants Administrator: Yes. Not for this fund, for this funding, we can be their fiscal agent, but we're not going to be. They don't qualify for the money.

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

Ryan Schwebach-County Chairman: Is this an all-or-none? You listed three separate funds.

Amanda Lujan - Grants Administrator: We have a different MOU for each pot of money to be a fiscal agent. The GRO funds are \$320,000, the Water Trust Board is \$491,050 and the Capital Outlay is \$600,000.

Samuel Schropp-County Commissioner: I think I can save some time on all of this. On Monday, August 26 I called the New Mexico Auditor's Office to ask for an audit of the EMWT Water Association based on the failure to file and misfiling

of documents with the Secretary of State's office over the last 13 years and 10 months. The failure to publish meeting minutes is required by the Open Meeting Act and the lack of transparency of financial records. As of yesterday morning, the EMWT website is gone, and the domain name is for sale. Yesterday, I talked with an investigator from the Auditor's Office, and they will begin the process for an audit. I have a letter from Representative Stephanie Lord, sent to James C Kenney, Secretary of the New Mexico Environment Department dated April 2, 2024, which I will read into the record.

Dear Mr. Secretary, during the recently completed 2024 legislative session. I appropriated \$100,000 in Capital Outlay Bill, Senate Bill 275 for EMWT Regional Water Association to acquire water rights for and to plan design, and construct water infrastructure improvements for the Estancia Moriarty Willard and Torrance Regional Water Association in Torrance County. It is my understanding that the total cost of this project is \$600,000 and Governor Lujan Grisham designated \$500,000 to provide the remaining needed funding. All Capital Outlay allocations were appropriated to the Environment Department for proper disbursement and administration. However, since the completion of the 2024 session, I have learned that the EMWT Regional Water Association has several organizational issues and may not have the capability to undertake the water infrastructure improvements for which I provided funding. For example, according to numerous local constituents, EMWT Regional Water Association is not compliant with various filing requirements of the Secretary of State Office and may not be a political subdivision of the state.

The proposed project is creating concerns among residents that water will be diverted out of the Estancia basin and not kept in the valley. Questions have arisen about who the current board members are, and there is a lack of community input and information on the exact plans of this project. I am requesting; therefore, that the Environmental Department conducts a thorough investigation or inquiry of EMWT Regional Water Association to determine whether the entity is following state licensing and filing requirements, adhering to annual audits and other operational standards that all state political subdivisions must abide by and complying with all other applicable state laws before dispersing any Capital Outlay funding to the association. I believe such an investigation or inquiry would clear up concerns about the ability of EMWT Regional Water Association to properly receive these Capital Outlay dollars and ensure this funding is a prudent use of taxpayer money. Further, if such an investigation or inquiry confirms the concerns of my constituents, I would request that my \$100,000 Capital Outlay allocation be withdrawn and not provided to EMWT Regional Water Association. Thank you for

your consideration of my request. I can provide any additional information or assist in this matter in any way. Please do not hesitate to contact me. I look forward to receiving the results of the department's investigative inquiry. Respectfully Yours, Stephanie Lord.

This Commission decided not to give the County staff a pay raise this year, and now you want to increase their workload by taking on the responsibilities that belong to EMWT. This Commission is considering becoming a fiscal agent for an entity for which we have no oversight or regulatory authority. This Commission is considering propping up an entity that will control the sale and distribution of a public resource, water, which is essential to life. That entity is governed by a board of directors which is not answerable to the people of Torrance County. I am on the record on three occasions as having pointed out the failings of EMWT. You have the votes to do what you want on this proposal, but if you vote to approve this, I will be in the courthouse at the end of this meeting to begin the process of an injunction to prevent you from moving forward as we prepare a lawsuit against this commission and this plan. Everyone in Torrance County will have standing in this lawsuit.

I'm sure that the County Attorney will preserve all communications, contemporaneous notes, and building records between this Commission and his office for discovery, where the attorney-client privilege will be considered by a judge. Mr. Garcia will also advise this Commission of the requirement to preserve any emails, phone records, and text messages on both our County phone and email accounts as well as our personal accounts. This proposal is more of the slipshod half-baked good old boy practices that have typified EMWT over the past 14 years and have kept the people of Torrance County from having a system for the equitable distribution of water. EMWT is incapable of moving this project forward and needs to get out of the way. The proposal on this agenda will only enable further incompetence. It is time for a rural water district that is a political subdivision of the County. Chartered under the New Mexico constitution, Chapter 73 article 21. Doing so will bring in federal and state resources, which will bring a water distribution system to the people of Torrance County in a timely manner. Thank you. You all do what you want.

Ryan Schwebach-County Chairman: That was a hell of a bombshell.

Samuel Schropp-County Commissioner: This was a hell of a bombshell to see this on the agenda.

Ryan Schwebach-County Chairman: Once again, we are into a conundrum of not fixing the problem or coming up with a solution, yet lawsuits are thrown out. Mister Ortiz, I would like you to speak upon this, please.

Bobby Ortiz - Chairman of EMWT: It is disheartening to hear. As an organization, we are all volunteers. I don't know where he thinks we are a good old system. We all donate our time to help get water to the folks who need it. I have no stake in the game. I have no water rights that I own in Torrance County or anywhere else. I'm not sure where all this comes from. We are not required to do an audit at this point, because we do not meet the income level to do an audit. Once we get some of this grant money in place, we will be required to hire an auditor and do an audit like any other extension of the state. We're no different than a municipality. We follow the Open Meetings Act; we post our agendas. On our website, we went through some administrative changes, and we were not able to get into our website. We are in the process of getting a new website. We are in good standing with the Secretary of the State. We did fall behind on that. You have to understand that we're a board of volunteers. We don't have staff yet. We've got some great traction to get some water to the folks in the valley that need it. Our bylaws strictly state that we do not export water out of the Estancia Basin. I'm not sure where all this comes from. Respectfully, Commissioner Schropp, you've never attended one of our meetings, I'm not sure where you come up with a lot of your information. Whether it's hearsay or what, you haven't been part of the process.

Let's get back to the agenda item. We're here to respectfully ask if you administer some of our grant monies that we have so we can become a brick-and-mortar company and we can assist the folks of the valley in getting good clean water, which I believe everybody should have.

Ryan Schwebach-County Chairman: Does your position still stand?

Samuel Schropp-County Commissioner: It does because you have the votes. You do what you think is best, and I'll do what I think is best. This is not good for the people of Torrance County.

Bobby Ortiz - Chairman of EMWT: If I may ask Commissioner, Why do you think that?

Samuel Schropp-County Commissioner: I'm not going to debate this here with you. That's my position.

Ryan Schwebach-County Chairman: I think it does need to be debated, because there's a threatening lawsuit if we move forward with it, with the votes. You've made that very clear; I would like to hear it a little bit more.

Samuel Schropp-County Commissioner: For 14 years, EMWT has been trying to get a water project off the ground. My personal experience with getting a water project off the ground in Calhoun County, Illinois, took seven years. You all canceled three meetings so far this year because you can't put together a quorum. Your filings are wrong and mismanaged, and I do not want the County to be broiled in a mess, which is EMWT.

Bobby Ortiz - Chairman of EMWT: Our filings are up to date. They were a little behind.

Samuel Schropp-County Commissioner: You nearly got your charter revoked, on more than one occasion.

Bobby Ortiz - Chairman of EMWT: That is not the case. As far as you doing it in seven years, maybe you should come to the table and be part of the solution. Then we would have got it done quicker. Once again, appointed by our local Elected Officials, sometimes their personal life gets in the way. They can't attend meetings. You guys have two representatives on the board. Sometimes, they have events in the evenings, they can't attend meetings. It is just the way it is. When people show up, we appreciate when they do, because it's donated time.

Ryan Schwebach-County Chairman: I need to address it right now because this good old boy has been thrown out time and time again. Commissioner Schropp, if you want to talk good old boys, you're one of the only Commissioners who has been appointed and not elected. I have issues with that comment Commissioner. I do. You're incorrect.

Samuel Schropp-County Commissioner: I've made my position.

Ryan Schwebach-County Chairman: I made my position.

Michael I. Garcia-County Attorney: One of my concerns about preparing for the meeting is that. I don't intend to contradict Mr. Ortiz at all, but one of the things that calls out is that EMWT is in good standing. It indicates that Torrance County is in good standing. I don't know how to independently verify that yet. I'm not contradicting Mr. Ortiz. I would like to be able to do that if it means talking to the

State Auditor, another independent state organization, other than Torrance County, or EMWT. I'd like to be able to verify that myself. That's my chief concern about that particular aspect of this agenda. It may be that a deferral would work to have enough time to do that. That's what I would ask for if you're asking me to independently verify that.

Ryan Schwebach-County Chairman: This is, like anything else when the County gets involved my perspective is, that all parties are in good standing. It needs to be verified. I'm okay with deferral to verify all that. I'm not okay with a lot of the misinformation that's out there. I have explained my point time and time again. It seems that it gets twisted time and time for various reasons, and the voices that are twisting have yet to bring anything to the table to solve it. It doesn't change the fact that there are hundreds of people hauling water because they can't afford to drill a new well. It doesn't change the fact that our economy is going downhill because there's no delivery system for water. Every New Mexican has a right to access water. They don't have the water right. There's a big difference. This is a mechanism that can solve that problem.

Bobby Ortiz - Chairman of EMWT: It's a mechanism that you all are a stakeholder in. That's where I get confused. You all have appointed members of the board throughout the years. We have had grants but haven't been able to make the matches on them. We've worked our tail off for no fee. I'm here from my regular job, taking my time, my leave to be here, just like I do every month in meetings. When we look for Capital Outlay money, it's all on our own time, on our dime. I'm not sure what else we can do to help the folks get the water they need.

Ryan Schwebach-County Chairman: I don't know. It seems like there is a push here to keep water from going to people.

Bobby Ortiz - Chairman of EMWT: One of the main objectives of forming this board was to keep the water from being exported out of the valley. I'm not sure where all information comes from, that we're going to export water somewhere else because that is not the case. That is 100% false. It's strictly written in our bylaws. That is not our intent. Our intent here is to get folks in the Estancia Basin that need clean water.

Ryan Schwebach-County Chairman: You are correct. I'm not opposed to being a fiscal agent. I still believe that.

Bobby Ortiz - Chairman of EMWT: I believe in due diligence, also, whatever you all need to do to do your due diligence, I appreciate that. I feel we keep being told that we're not transparent. I don't know how much more transparent we can be. Nobody's come to our board meetings. Nobody wants to be involved. They just throw jabs out there and spread rumors. I'm not opposed to the council doing its due diligence and making sure that we are as compliant as we should be.

Kevin McCall-County Vice Chair: I'm going to make a statement that is speculative, in a way. Tomorrow 5800 acres are going up for auction. In this case, we don't know who could buy that and where that water could go. I just read an article in Arizona that New York firms bought \$100 million worth of land and water in Arizona, you know what they're going to do with it. This right here is what you just said, Bobby, get it verified, keep this water in this valley so it's not moved, and it's used for the people in this inside of this community.

Bobby Ortiz - Chairman of EMWT: What people don't understand, is it's a conservation effort, by default. When we buy water rights, we plan to buy them for agricultural uses, which, then you convert that to domestic use. For one acre-foot, you get about a third of that acre-foot. Two-thirds of an acre-foot stays within the aquifer. I just encourage people to educate themselves and do their due diligence on their part as to what we're doing, how we're put together, how we're structured. Somebody mentioned we're just a self-appointed board. That is not the case. We're appointed by Elected Officials from Municipalities. It's very disheartening when you put in a lot of time and effort, your own time, your own money, your effort, and this is the outcome you get. You get folks pointing the finger at you for doing something wrong. We're trying to get people water.

Kevin McCall-County Vice Chair: What you just said, prior Commissions. This has been on their radar, it's not these two guys idea, it's not your idea, it's been happening for many years.

Ryan Schwebach-County Chairman: If you look at the history, you made a comment they've been out here for 15 years. You continually had money in front of you and the potential to get it going. Then you look back and you look at the public meetings from years back when there was a measure of a private entity to move water up to Santa Fe. We had organizations through EBRA, which is nongovernmental, within the water planning committee. Shoemaker is here, and they can speak to the timeline on when this aquifer was going to be in dire need. That was 2020, guess what, it's 2024. In the past, we have had Elected Officials in here similar to what you're seeing today, who shut it down and had no clue what

was trying to be accomplished. Never took the time to go back to drive through the places that are hauling water, to see it. Essentially, it's not their problem. That's how it's viewed. We have volunteers trying to fix it. I'm not saying it's perfect. I'm saying it needs to be done right.

Samuel Schropp-County Commissioner: This is not the way to do it for the County to take on the administration of EMWT.

Ryan Schwebach-County Chairman: Where does it say administration of EMWT?

Samuel Schropp-County Commissioner: Item number three on 13C. The County is going to put out an RFP for a Project Manager. You are talking about us becoming embroiled in something for which we have no authority over. If you want to pass ordinances to do this and outline our duties and our responsibilities and our authority to regulate, then we can go through that.

Ryan Schwebach-County Chairman: Let's talk about the concept. 13C the concept of this Project Manager is not to manage EMWT.

Samuel Schropp-County Commissioner: 13C discussion and possible approval for RFP for EMWT Project Manager. Why should we be approving putting out an RFP for something that doesn't belong to us?

Ryan Schwebach-County Chairman: If you'd allow me to explain the concept. This Commission has devoted funds to buying water rights.

Samuel Schropp-County Commissioner: Because we had to, if you remember, because, when we were trying to encumber ARPA funding, EMWT was not qualified to accept that funding and we would have wound up in a bunch of trouble.

Ryan Schwebach-County Chairman: The concept of this Project Manager, is for the County to hire a contractor to make sure the County's best interests are at stake concerning the funds that we have allotted for the purchase of water rights to EMWT. To ensure that EMWT and help facilitate them to become fully functional. EMWT is a volunteer board. These are part-time guys with the concept that they are fully aware that once they become brick and mortar business, that they need a manager to manage these funds to make sure everything is taken care of appropriately. The concept that I had for the County, and what I was going to ask

the Commissioners is to hire an individual for that interface, not to manage EMWT, but to manage the County's interest, to ensure EMWT gets up and running. To manage the project in making sure the paperwork is done, to the right funding, to the right funding sources. Essentially, this was the ask to cover the fiscal agent responsibilities in this discussion.

Samuel Schropp-County Commissioner: Not to Manage EMWT but a Project Manager, is what it says. If you remember, in January, Mike Anaya called and asked me to write a letter of support, and they were not a member of good standing at that time. I told them that because of my oath and my fiscal responsibility, I would not do that, but EMWT went ahead with it. They're not worried about the filing. If you remember before, I brought up EMWT and problems with it and said that if we organized as the Torrance County Rural Water District affiliated with the County, we could get a lot of USDA help. To help us plan and get this thing going, but we want to keep going it alone. I say it's enough.

Bobby Ortiz - Chairman of EMWT: To clear the record we have gone to USDA. We've been allocated grants. We couldn't come up with a match at that time. I think the entity that you're speaking of, that's exactly what we are. We're an extension of Torrance County, Moriarty, Willard, and Estancia. I'm not sure where there would be a big difference. You've got to understand, we've been a board of volunteers. We are not administrators; we've had the learning curve of having to figure out how to report to the Secretary of State. Yes, we do get behind. We've got all that fixed now. We're in good compliance with DFA and others. That's why we're able to pursue this Capital Outlay, we spoke with the Governor's Office. They vetted us to make sure we complied, and that's why we got allocated some of those funds. I hope you will do your due diligence. Instead of trying to throw a roadblock into it, try and be part of the solution. All we're trying to do is get folks clean water.

Ryan Schwebach-County Chairman: Speak of a water district, because that was talked about in years past, and there are pros and cons to both. Why is the water district not moving forward? What's the difference between a Water District versus EMWT concept?

Bobby Ortiz - Chairman of EMWT: I don't know what the difference would be. EMWT is the Regional Water Association. When it was proposed and it was created, we brought strength as a region, and we're trying to get water to folks that need the water within our region. Rather than Moriarty, going after some grants, or

Estancia Willard or Torrance County, we thought we could become a strength altogether, to put all of our clout behind it as a regional entity and get a foothold on some of that funding to get folks clean water.

Donzal Worthington - Bohannan Houston: I live in Edgewood, New Mexico, and have kids who have graduated from Moriarty High School. I agree with things that are said here today, on water is life. There are many ways to form districts. If you look throughout the state, on the Lower Rio Grande Water Association, and Eastern New Mexico Water Authority's, they do cooperative associations which is one method to do it. One of the most common ones around the state, typically, is under the Sanitary Projects Act. They have the Mutual Domestic Water Consumer Association Act that allows you to put these together. Those were all looked at, as was mentioned before EMW Gas originally started doing this as a legal entity. Because EMW Gas is incorporated under statutes of the state that was incorporated in 1963 as a very specific and kind of unique organization. Through their citation, they were organized under a municipally owned water or gas association that was nonprofit. In doing that, there are quasi-public entities. They qualify for any funding that meets state and federal funding requirements, just as if a municipality or someone has the full rights of a subdivision of the state. That was one of the appeals at that time. They went forward, and there was an application through the Water Trust Board. Through the Attorney General's Office at that time, the EMWT organization was a fully public entity that qualified for all state and federal funding. Due to that, the actual Water Trust Board and the New Mexico Finance Authority changed the actual policy and bylaws to include the incorporation as an entity that qualifies for public funding through their programs and other state funding.

EMWT has received awards through the Water Trust Board, and they met full substantial closing criteria. They met all state and federal standards to receive water transport funding in that time. It was deemed due to the powers and authorities of all the various organizations. My understanding is that the board with legal counsel fits them best, to acquire federal and state funding, through this organization. The stakeholders on the board are represented by Estancia, Moriarty, Willard, and Torrance County. To my understanding, correct me, if I'm wrong, have two seats each at the table, and I believe EMW Gas is the one that started this and got it off the table. Those are all appointed by the Elected Officials of those various bodies, and they can be part of it as per the bylaws. That's something that you can verify on that end. Initially, the EMW Gas Association was legal to move forward and do this, and it was pretty successful to access over, I think, \$100,000 worth of grant funding through both the USDA Rural Development and also

through the state Capital Outlay, or Environment Department through their funding. The problem was when they went for funding with the name being EMW Gas Association's water division, it was difficult for anyone to look at that and make the difference between what's a gas company, and what's a water company.

At that time, the Governor's Office and some of the board pulled us aside and said that the association should look at organizing in a way that has water in their name, no matter how they're organized, to ensure the clarity of what the project was. This started 18 years ago, in 2007 and then 14 years ago it was reincorporated under the EMWT organization. Various organizational structures would work. At the time, there was quite a bit of research, public input, and discussion, working with the state organizations and funding entities to see which one they felt was most effective to move this project forward and the citation that the EMW Gas and later EMWT Regional Water was organized under a period to meet those needs the best and give the community two things they wanted.

One was a local representation of the board, and number two was the fact that they could receive full federal and state funding at that point and put together their bylaws that represent their district. No water could be exported out of the basin was a big part of that. One other significant part, at least it was for me as a citizen/resident here, is that part of the bylaws stated that the water would only provide water at a competitive rate with other water systems. It's not difficult to provide water if you're willing to work. We have associations right now paying \$150 a month for 1500 gallons of water because that's the only way they can haul water and get there. The association's bylaws of the time stated a maximum of \$75 a month, with the idea that that wasn't even ideal. When USDA Rural Development provided their funding three years ago, they approved it, and we did have the funding in place for the match. The way they work now is they look at whatever the local cost of that commodity is, and they require it to be the maximum amount of grant that they could stand, which pushed those rates up above the rates that the local body wanted to provide. Since then, through grant funding through the Water Trust Board and the other entities. We can assure that they can keep the water rates at or below the standard rates in the state, which are established through the water survey that the Drinking Water Bureau performs every year. That was my understanding, having been working with the group these years, and watching the Association and the rules and their work, really what was driving, was trying to find a way to provide water locally, managed at a cost, effective or a lower cost, to serve the residents of the area.

Ryan Schwebach-County Chairman: That's a concept. I'm not saying that it's perfect. Why not a water district? I don't like that answer. Can anybody answer? Why Water District versus what you just heard? What's the difference?

Samuel Schropp-County Commissioner: The Water District is chartered under the New Mexico Constitution. There would be oversight and safeguards for the taxpayers. First, we would know where the money is going. Second, if we're going to be the fiscal agent.

Ryan Schwebach-County Chairman: Why don't we know where the money's going now?

Samuel Schropp-County Commissioner: In talking with Manuel Luna yesterday, EMWT has been taking in a lot of money and is still reporting \$10,000 in revenue. There's a big discrepancy between the grants that you've gotten and what you're reporting.

Bobby Ortiz - Chairman of EMWT: We haven't received any money from the grants yet. That's why we're asking you all to administer them, and that would be the oversight for you to administer them. That's also another mechanism.

Samuel Schropp-County Commissioner: The money which was ARPA funding that came out of the four million that we had, not the money that we set aside for buying water rights, but the previous expenditure. Where did that go? The money that was used for the feasibility study. During that budget meeting, we had originally had about \$4.3 million and some of it had already gone to EMWT. Then we had to encumber the rest of the money.

Bobby Ortiz - Chairman of EMWT: We did receive some funding for the study.

Donzal Worthington - Bohannon Houston: I think you're referring to the match participation that was provided by Torrance County to support the project. EMWT in FY22 received an award through the Water Trust Board, a 100% grant, \$491,050 for the design of phase one of the water system. None of that money awarded has been accessed. It's to move forward once water rights are resolved. What made that possible was that Torrance County was in a situation, that had ARPA funds that were available that could potentially support the project, and a match was needed to keep a grant. There was \$981,000, that was provided by Torrance County as a match that was identified, and the criteria and the parameters of it through resolution at that point. That's a record in my documents including

\$981,000 that was budgeted tentatively for up to \$50,000 for water rights, investigation, and due process. This work is with the County. By statute, the Water Trust Board is not allowed to use Water Trust Board funds for the acquisition of water rights and purchase of water rights, which is why they were supportive of the concept with the County or another entity, one of the owner entities, providing support for this. They approved that based on the County's participation, that allowed a budget, amount of \$250,000 for water rights acquisition, \$50,000 which, was turned into a contract, approximately \$40,000 that was working with the County, not through EMWT. There are no contracts related to water right through EMWT. The contractor through VHI with the County of Torrance, has a roughly \$40,000 agreement, \$17,000 of which has been invoiced and either paid or pending payment to date for services, Our sub-consultant, which is the Premier Hydro Geologic Firm in the US, was used for verification of the water rights negotiation. The remaining funds have been identified, and there's a contract with the County for additional engineering and design services for the range of the project in McIntosh. That's the only money that's moved hands, and that's directly between the County and Bohannon Huston and our sub. That's not in any way involved in EMWT or their funds.

As I mentioned before, there's about \$100,000 of funding studies and monies received through grants through the years. Those were grants like the local government planning fund through the finance authority, which is a conveyance from the government to the owner entity that doesn't go through EMWT, it's paid directly to the consultant. To my knowledge, I'm not aware of any of the grant funds that have been provided or made available or accessible to EMWT through all this time.

Samuel Schropp-County Commissioner: Does EMWT have any outstanding bills with Bohannon Houston?

Donzal Worthington - Bohannon Houston: I don't believe so. I'm not aware of any at this time.

Ryan Schwebach-County Chairman: Back to my original question. What is the advantage of a water district? It would appear that what has just been presented with EMWT, there's nothing to report to the auditor, and with an audit coming out, they're going to come up with the same findings. We assume.

DonzaL Worthington - Bohannon Houston: Virtue Najar was this sub-consultant for the water trust. The court has legal counsel review all the

applications and some details over a year-long process. Once those funds were awarded, we went through another year where they worked with verifying how that worked, that we had the match, and that the project was viable. The Office of the State Engineer was involved in verifying the area that had potentially accessible and acceptable water. Their criteria is that they have to have water rights in place for the association before they release any funds, to ensure that no money is spent that doesn't fit the project's not viable without water rights. That's what's slowed the project down, is to get the water rights resolved on that end.

Ryan Schwebach-County Chairman: What is the advantage of a water district? Commissioner Schropp has suggested a water district multiple times. This is a point to the state of New Mexico, not Utah, not Illinois, but the state of New Mexico is where the water district business is. I want to vet this out.

Donzal Worthington - Bohannan Houston: A water district, to my knowledge, is a Special District. They qualify as a Special District, much like a Homeowners Association, a water district, or a Sanitary District. There are many types of districts. Each of those has separate powers and authorities. A water district potentially has ad valorem taxing, that's a legal question. That was one of the things when they formed. They weren't very excited to be able to buy property or anything for that. That was to go through an association where people choose to be part of that association and a membership.

Ryan Schwebach-County Chairman: The water district has more authority?

DonzaL Worthington - Bohannan Houston: I can't tell you if they have more or less, but they have specific and different authorities, and each one has slightly different ones. EMWT when they formed under this citation had one of the biggest pluses of having to sit in those meetings and watch the discussion, listening to legal counsel in the state was that it's run by a local body that's representative of the community being served. They were the shareholders or stakeholders. It was appealing to the association. If you look at some of the larger water districts in our area, you've seen them change from Mutual Domestics to Water Districts to Authorities. A lot of those are based on the potential for funding to receive acceptable funding through that time. Most of it as I've seen it, the organization has been to ensure accessible funding and subsidize water rates in the areas that are in our sparse Country. It's difficult to come up with the funds to make these projects without a substantial amount of subsidy. In fact, without substantial subsidy grants, it would be very different when giving these projects in New Mexico going to rural areas.

Samuel Schropp-County Commissioner: What we have would be a political subdivision of the state. Chapters, 73 21-1 hereby declares that the organization of Water and Sanitation Districts, having the purposes and powers provided in this Act will serve a public use and will promote the health, safety, prosperity, security, and general welfare of inhabitants of districts. It goes on through another 55 parts which define our authority, our oversight, our obligations, our taxing ability, and our ability to pass bonds. There are a number of protections and advantages and ways to move a project along much more quickly than this project has moved. I lived all around the country, seen this before. This was not a good way to go about this from the very beginning. I don't think the County should be embroiled in it.

Donzal Worthington - Bohannon Houston: That agreement is with Torrance County, the water rights would be owned by the County, and the water rights would stay with the County. As far as the money, there were no changing hands, or none of that was being moved to EMWT, to my knowledge. that would be county-owned.

Samuel Schropp-County Commissioner: I voted in favor of that plan and told my constituents it was because we would then have control of the water, and we could hold EMWT accountable.

Ryan Schwebach-County Chairman: How does that change?

Samuel Schropp-County Commissioner: We are now going to become a fiscal agent for someone who we have no written authority over there are no ordinances.

Ryan Schwebach-County Chairman: It's no different than us being a fiscal agent with some of the land grants. We have no authority. We could just ensure the money as needed.

Samuel Schropp-County Commissioner: They are a political entity. We have no authority over it, but the state agencies do. As an independent entity, this is not a good thing for the people of Torrance County.

Bobby Ortiz - Chairman of EMWT: We are also an extension of the state. We follow the same laws as every other municipality or County Commission, so we fall under the same thing.

Ryan Schwebach-County Chairman: It's no different than Solid Waste it's very similar. I'm not buying that argument.

Samuel Schropp-County Commissioner: Solid Waste is included here as well because it talks about water districts.

Ryan Schwebach-County Chairman: I need to look into districts. I'm not opposed to it, but I would have to go back in my memory pretty far when the water districts were brought up through public comment. One issue with water districts is the potential ability for certain eminent domain and taxation. That is something our citizens didn't want, and the concept of being forced to tie into this pipeline, not being able to have their individual wells, and being taxed to pay back bonds. The structure of this was to get itself sufficient to pay for ourselves with public funds, building infrastructure, but not taxation to keep it operating. That was one of the deterrents to going to a water district. This became clear to me after I became a Commissioner, because of the volunteer dynamics of the EMWT. To understand you get involved at an EMWT level to sort out all these problems. It's much easier to go ahead and stir the pot and get it shut down because we are dependent upon funding to get it started. That is why I have openly said the County needs to be involved, for the purpose of getting up and running and moving. We will have a say so, as we have an appointment to the board. We retain ownership of the water rights which has not been done yet but that's something this Commission will talk about if you get to that point. The act of buying the water rights gives us the control to use them or not, or to retire them, either way it facilitates the furtherance of this offer. The County has that ability. If EMWT gets it, they may have that ability too. Within EMWT, it's about as tight as you can get to not shipping it out of the valley for profit, which I hear all the time. We heard they are bound to do it at cost. That's all they can charge, is at cost.

Bobby Ortiz - Chairman of EMWT: The reason we cannot pay dividends to our owners, is we can make a little bit of money for expansion maintenance and that type of thing. We have a little bit of money set aside to match grants or to take on capital projects ourselves for expansion as an example. Our main project right now is in the McIntosh area to try and get water to those folks who don't have wells. You and I have both seen those trailers driving down the road carrying water totes. That's a shame, shame on us. We're letting that happen. If we can get those folks water, that's all we're trying to do, as well as encumbered in this Estancia basin. That's our goal.

Samuel Schropp-County Commissioner: I grew up with a cistern. My mom washed the whites first, then the colors, then the work goes recycling the wash. I understand it is a tragedy that those folks in McIntosh don't have water. But EMWT has been inept and unable in 13 years, and 10 months to deliver water there. We do not need to be involved in this. EMWT needs to straighten out their own house or get out of the way.

Bobby Ortiz - Chairman of EMWT: I believe our house is in order, and we're a group of volunteers trying to get this thing off the ground. My personal opinion is we're closer right now than we've ever been to be in the brick-and-mortar water business. We're asking the County to help us get over that hump by facilitating these grants for us. It helps keep our house in order. It helps you be accountable. Realize that the money we're spending from public entities is administered correctly. Our goal is to get us over that hump and get us going.

Samuel Schropp-County Commissioner: I still don't see why the people in this building should have to take on that additional workload for you, hire your people, rent a building, hire an administrator, hire an assistant, and then you will have a mailing address and brick and mortar. You can start receiving these funds for yourselves.

Bobby Ortiz - Chairman of EMWT: That is correct, Commissioner. First, we've got to get in the business so we can have an income stream.

Samuel Schropp-County Commissioner: Notice people complain about government, government waste, and running things and doing stuff. This is a good opportunity to be an example of that. I do not think Torrance County should be involved.

Ryan Schwebach-County Chairman: You have put me in a unique position because you made it very clear that either we move forward with this and you turn around in potential litigation within the County, which I just find fascinating to try to solve the problem to satisfy some inaccurate accusations.

Samuel Schropp-County Commissioner: Try to solve the problem within the parameters of EMWT, as they are chartered and set up, not involving Torrance County. You guys got to carry your weight. As far as I'm concerned.

Ryan Schwebach-County Chairman: They don't have the financial capability at the time to carry their weight.

Samuel Schropp-County Commissioner: Then let's disband them, take over their assets, and have Torrance County.

Ryan Schwebach-County Chairman: You want Torrance county to be the Water Authority?

Samuel Schropp-County Commissioner: Yes.

Ryan Schwebach-County Chairman: I don't agree.

Kevin McCall-County Vice Chair: You just said you wanted the County out of this.

Samuel Schropp-County Commissioner: I do not want the County involved with EMWT.

Representative Lord: This has got to be the most heated thing I've ever had come up with Capital Outlay, that's the main thing I want to say. I have given out millions of dollars. I give out two, which, by the way, is not a lot of money to divvy out between all of Torrance County and Bernalillo County. I had to be very frugal and very careful with my money. This is the only time I have gotten bombarded by giving out Capital Outlets. My money goes out. Nobody has issues. This is the first time I got bombarded, not by one person. I have groups of people, and now I feel like I'm in the middle of this weird divorce, and I'm the little lawyer, and I'm trying to figure out what's going on because there seems to be a very, very long history and a lot of issues that go along with this. My main issue for me is if I'm going to give Capital Outlay money, which is also very frustrating, because Ambrose is the one who first came to me about this, and he said, Hey, this is in Moriarty. This is not in your district, but it's going to affect your district, and I want you to pony up some money. I'm like, okay, he gave me a bunch of information on what I did. Then it turns out that he and Senator Stefanics did not give money to it. I ended up giving the only money to that along with the Governor. When we researched, are they eligible to receive money, in their standing, our lawyers on our side could not see that they were able to receive Capital Outlay money. Did you guys receive Capital Outlay money? Was it able to be given to you in the way that you stand right now?

Bobby Ortiz - Chairman of EMWT: We have not got Capital Outlay money.

Representative Lord: I understand how important water is. I'm listening very carefully to everyone that's speaking here. What I need for you guys to do, what I think you should do. This is my personal opinion. Since this is so heated there seems to be a lot of misinformation, and people have different stances on what should be done. To me, it appears that possibly there should be an open meeting. So all these people, the people that come to me, yelling at me, why did you give money for this? X, Y, and Z need to be addressed. I don't know how to deal with X, Y, and Z, because I just got to Torrance County, and I'd never heard of your organization until this last session when I gave you Capital Outlay. There appears to be a lot of history that has spun a lot of people up. It's frustrating for me because I'm trying to do the right thing to make sure that people get water. After all, that's all that matters, right? You guys need water. We lack water. I think you guys should be more upset about the cannabis growth, but here we are with this issue.

Please figure this out for me, because this is way too much information for me to have to process and decide who's on the right side of the road. I need to know, is this a viable project? Is this a project that's going to move forward? Are they eligible to receive Capital Outlay? I need way more information because I deal with facts and stats, not opinions. Please help me, so I can help you get the water you need, I would suggest having an open meeting so that all these angry people invite them, invite the angry people because you just addressed a bunch of information and that's how this is going to have to be addressed. It's going to have to be addressed with, okay, here are the questions that people in the community have, instead of coming to me, because I don't have the answers. They need to come to this meeting and say these are all the questions we have and see if they can figure them out. I can't get in the middle of this because there's just, I don't know where you guys are going and what you want to do, and I don't have enough information. The money is still there, but it has to be that they are eligible to receive that funding. At the next session, I highly recommend you come to me about this project because this didn't come from you guys. This came from Representative Ambrose Castellano. He's the one who came to me about this situation. I jumped in the middle of this trying to help with water and whatnot, and now I'm in the middle of a dog fight. Can you please figure this out for me so I can help you in whatever way possible? You can get some water because that's what matters at the end of the day. Thanks.

Ryan Schwebach-County Chairman: I'm not opposed to an open meeting. I'm not opposed to any of this. I am opposed to just kicking this down the road anymore.

Action Taken:

Ryan Schwebach-County Chairman: Motion to defer items 13B and 13C.

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

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

*See motion under 13B

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

*Heard after 12A

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

Hannah Sanchez - Deputy Fire Chief of Torrance County: I was made aware at the last commission meeting on the 14th that our Fire Marshal's Office had conducted an inspection of Duran Fire Station with Chief Crab on the 13th. Upon his inspection and his entrance into the door, it is mouse infested, feces infested, along with bats, mice have chewed through our apparatus wires. It has chewed up our brand-new SCBA equipment. There's a lot of problems. The issue here lies in that I don't believe Torrance County owns the building. I do understand it's a historical marker in Duran as it's the old schoolhouse, so I don't believe that we can

make adjustments to renovate the building. The State Fire Marshal's Office recommendation is that it be thoroughly cleaned to take care of the rodent problems. Monday was my two-week mark to supply them with a plan on what we're going to do. I planned to bring it to the Commission so I can get some input, maybe a direction on how you would like us to attack this issue.

Ryan Schwebach-County Chairman: It's not our building, we can clean out the infestation. Can we put measures in to prevent future infestation?

Hannah Sanchez - Deputy Fire Chief of Torrance County: I believe we can. I know that Mrs. Sedillo did let us know that we could get in contact with Orkin, to see if they could go out there and help with the infestation. I do know that approximately two and a half years ago, Chief Crab did ask at the time Toni Lowry to get some bat bait. Since then, nothing else has come that we're having these issues with our department. My ultimate concern is that this station has been deemed unsafe and non-operable. With the issue of wires being chewed through on our apparatus now they're not safe to drive on the road. We have mouse nests in our apparatus, in our compartments.

James Winham - County Fire Chief: The simple solution that we're considering and bringing forth is to move out of this station. We have a substation. It's in Duran, and this particular district averages one call a month. The most I've seen down there is three since I've been here. This substation would have a tanker engine and a brush pumper that would be there that is leased to us, as long as it's a fire apparatus or a fire building that's there. It's not staffed. It's a volunteer department, or it's a volunteer area. These problems are going to reoccur. When I first started and saw the stations, the problem was there. Then asked to get it cleaned up. Not sure how well it got cleaned up, but the problem came right back. You can get rid of all these rodent problems that we have. We would have to do some construction to the building, which we're not allowed to do since it's historical. My recommendation is to just move it out and go over to the secondary station.

Ryan Schwebach-County Chairman: Based on what I'm hearing. I would agree with that simply because, if we have damaged equipment, we got to stop that.

Hannah Sanchez - Deputy Fire Chief of Torrance County: We wouldn't be able to put a tender, an engine, and a brush pumper. We have a two-bay building, which is owned by the County, so we would be able to put either an engine tanker or a brush, but we can't put two big trucks in there.

Ryan Schwebach-County Chairman: Is that doable for what's going on over there?

Hannah Sanchez - Deputy Fire Chief of Torrance County: Yes, the excess apparatus that we have stationed at the main station in Duran, we would request the State Fire Marshal's office to relocate that apparatus to other districts within the County, which could also assist in their ISO, because it would be water on hand.

James Winham - County Fire Chief: I don't want to speak for the Interim County Manager, but I think it would be our responsibility to get it cleaned up and then return it to its original state.

Ryan Schwebach-County Chairman: I would agree with that.

F. MANAGER'S REPORT:

Tracy Sedillo-Interim County Manager: We had a meeting with the architects concerning the new Administrative building. They are making some minor tweaks. They will be at the September 11 meeting to present the preliminary design to make decisions on how the site is going to be laid out and can keep moving forward with this project.

I wanted to announce I will be retiring on September 30th, I have put in my official notice.

Ryan Schwebach-County Chairman: We will miss you. Congratulations.

G. COMMISSIONERS' REPORTS

1) Kevin McCall – County Vice Chairman, District 1

Kevin McCall- County Vice Chair: Yesterday, I got a phone call from a constituent in the third district. There was a gate across the county road AO25, and

he asked, "Do I go with arms?" And I said, No. I called the Sheriff's Department. I believe the gate will be removed if it hasn't already.

2) Ryan Schwebach - County Chairman, District 2

Ryan Schwebach-County Chairman: I was also addressed about this issue. I called Leonard to check it out. He stopped by it was closed. The individuals were there, and he informed me that they didn't have the authority to close that gate. They said, "We'll open it and leave it". He commented that if it's closed again, he will then go there with his equipment and Law Enforcement to remove it. The problem should be solved.

3) Samuel Schropp – County Commissioner, District 3

Samuel Schropp-County Commissioner: Since our last meeting, I've been in contact with the General Counsel for the Division of a Department of Environmental Quality, discussing with them, getting air testing equipment out here to check to see what the by-products that are being vented from the cannabis growth. I've also talked with the New Mexico OSHA division, NMOSHA.gov, about getting OSHA inspections out here. Yesterday I got back with the DEQ constituent liaison person, and he told me that if you go to the OSHA website, nmosha.gov. You can make a complaint, and that will open the door for every other inspection of the place. If you see that there's a grow that doesn't have port-a-potties, which are required to be within a certain distance from a workplace. You can make a complaint about that. At that point, they can come in and check for MSDS sheets right to know all the record-keeping on the chemicals and things that are being used there. PPE, wiring, extension cords, fans, they can inspect the entire workplace. That's what I've been working with, with Don. Mr. Garcia and I will be getting the CCD attorney once again, I think we've got some documents that may give us a way to start limiting growth out here. I also spoke at the State Senate Committee on Water and Natural Resources about the need for the OSE to check meters in all of these operations. The OSE needs to collect better data on water use and how our water table is falling. My neighbor, Todd Smythe, went to the OSC office and spoke with them. They have people that will come out and start writing violations. Right down here at Native American, they're flooded irrigating, they're just running water. Tom Gordon had gone out and pulled the fuses. They put him

back in. OSC was aware of it. They looked at the aerial photographs. OSC is not aware of this stuff, so we can get them out here checking water use.

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 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

1:31 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

3:10 PM

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

Ryan Schwebach – County Chairman: No Action, Interim County Manager will move forward as discussed.

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

Ryan Schwebach – County Chairman: No Action, Interim County Manager will move forward with setting up interviews as discussed. A Special Commission Meeting will be held for interviews on Thursday, September 5th, at 9:00 AM in the Commission Chambers.

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

17. Signing of Official Documents.

18. Adjourn.

Action Taken:

Ryan Schwebach – County Chairman: Motion to adjourn.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

The meeting adjourned at 03:11 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 **September 11, 2024**, and approved the attached check report as presented against the funds of Torrance County in the amount of **\$620,500.18**

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:	08/22/2024 to 09/05/2024	Total Payments: 186
Total Checks:	169	Checks: 129983 to 130156
Voided Checks:	7	Checks: 129971, 129991, 129996, 130018, 130053, 130091, 130106
Bank Drafts:	9	DFT0000951, DFT0000952, DFT0000953, DFT0000954, DFT0000955, DFT0000956, DFT0000957, DFT0000958, DFT0000959
Electronic Fund Transfers:	1	EFT: 250
Total of Payments Issued:	\$620,500.18	



Torrance County, NM

Check Report

By Check Number

Date Range: 08/22/2024 - 09/05/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking						
5189	SUNRISE BANK	08/28/2024	EFT	0.00	1,620.22	250
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003884	Invoice	08/29/2024	Sunrise Loan	0.00	1,620.22	
	401-000-9001		Payroll Liabilities		1,620.22	
4846	HORIZONS OF NEW MEXICO	08/26/2024	Regular	0.00	-27.56	129971
VEN01217	4IMPRINT INC	08/28/2024	Regular	0.00	3,818.51	129983
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12831202	Invoice	08/22/2024	Outreach Items for Gathering of Counties	0.00	3,818.51	
	401-010-2257		SUPPLIES - OUTREACH		754.49	
	401-010-2257		SUPPLIES - OUTREACH		1,042.00	
	401-010-2257		SUPPLIES - OUTREACH		35.00	
	401-010-2257		SUPPLIES - OUTREACH		50.00	
	401-010-2257		SUPPLIES - OUTREACH		564.36	
	401-010-2257		SUPPLIES - OUTREACH		1,372.66	
3207	AIRGAS USA LLC	08/28/2024	Regular	0.00	506.96	129984
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9152527472	Invoice	08/26/2024	Fire Dept Airgas District 3 Open PO	0.00	506.96	
	408-091-2230		SUPPLIES - MEDICAL		506.96	
5450	AMAZON BUSINESS	08/28/2024	Regular	0.00	36.95	129985
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
16D4VC3P4W3P	Invoice	08/26/2024	Office and safety supplies	0.00	36.95	
	402-060-2219		SUPPLIES - GENERAL OFFI		43.99	
	402-060-2219		SUPPLIES - GENERAL OFFI		-43.99	
	402-060-2219		SUPPLIES - GENERAL OFFI		22.86	
	402-060-2219		SUPPLIES - GENERAL OFFI		-22.86	
	402-060-2219		SUPPLIES - GENERAL OFFI		-27.23	
	402-060-2219		SUPPLIES - GENERAL OFFI		35.45	
	402-060-2219		SUPPLIES - GENERAL OFFI		27.23	
	402-060-2248		SUPPLIES - SAFETY		-27.99	
	402-060-2248		SUPPLIES - SAFETY		-5.49	
	402-060-2248		SUPPLIES - SAFETY		-32.40	
	402-060-2248		SUPPLIES - SAFETY		-32.40	
	402-060-2248		SUPPLIES - SAFETY		34.98	
	402-060-2248		SUPPLIES - SAFETY		32.40	
	402-060-2248		SUPPLIES - SAFETY		32.40	
5450	AMAZON BUSINESS	08/28/2024	Regular	0.00	464.99	129986
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
17L3-TNNN-4YP1	Invoice	08/22/2024	Pallet of Water TCFD	0.00	464.99	
	405-091-2248		SUPPLIES - SAFETY		77.49	
	406-091-2248		SUPPLIES - SAFETY		77.49	
	407-091-2248		SUPPLIES - SAFETY		77.49	
	408-091-2248		SUPPLIES - SAFETY		77.49	
	413-091-2248		SUPPLIES - SAFETY		77.54	
	418-091-2248		SUPPLIES - SAFETY		77.49	

Check Report

Date Range: 08/22/2024 - 09/05/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5450	AMAZON BUSINESS	08/28/2024	Regular	0.00	17.99	129987
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
19QF-71QN-4KG7	Invoice	08/22/2024	Supplies District 6	0.00	17.99	
	418-091-2218		MAINTENANCE & REPAIR		17.99	
5450	AMAZON BUSINESS	08/28/2024	Regular	0.00	215.48	129988
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1CVK-R9MC-LXX	Invoice	08/27/2024	Cleaning Supplies	0.00	215.48	
	413-091-2220		SUPPLIES - CLEANING		57.48	
	413-091-2220		SUPPLIES - CLEANING		15.59	
	413-091-2220		SUPPLIES - CLEANING		27.29	
	413-091-2220		SUPPLIES - CLEANING		22.97	
	413-091-2220		SUPPLIES - CLEANING		66.15	
	413-091-2220		SUPPLIES - CLEANING		26.00	
5450	AMAZON BUSINESS	08/28/2024	Regular	0.00	42.98	129989
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
14FH-PGMC-FC4L	Invoice	08/22/2024	Shelter Items	0.00	42.98	
	604-083-2248		SUPPLIES - SAFETY		32.99	
	604-083-2248		SUPPLIES - SAFETY		9.99	
5450	AMAZON BUSINESS	08/28/2024	Regular	0.00	644.81	129990
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1R6Q-D676-7PY7	Invoice	08/22/2024	Supplies District 6	0.00	644.81	
	418-091-2219		SUPPLIES - GENERAL OFFI		147.99	
	418-091-2219		SUPPLIES - GENERAL OFFI		18.99	
	418-091-2219		SUPPLIES - GENERAL OFFI		9.99	
	418-091-2220		SUPPLIES - CLEANING		6.96	
	418-091-2220		SUPPLIES - CLEANING		135.39	
	418-091-2220		SUPPLIES - CLEANING		33.94	
	418-091-2220		SUPPLIES - CLEANING		34.99	
	418-091-2248		SUPPLIES - SAFETY		16.99	
	418-091-2248		SUPPLIES - SAFETY		21.49	
	418-091-2248		SUPPLIES - SAFETY		30.22	
	418-091-2248		SUPPLIES - SAFETY		9.88	
	418-091-2248		SUPPLIES - SAFETY		42.79	
	418-091-2248		SUPPLIES - SAFETY		22.95	
	418-091-2248		SUPPLIES - SAFETY		7.99	
	418-091-2248		SUPPLIES - SAFETY		25.49	
	418-091-2248		SUPPLIES - SAFETY		47.98	
	418-091-2248		SUPPLIES - SAFETY		9.79	
	418-091-2248		SUPPLIES - SAFETY		20.99	
	Void	08/28/2024	Regular	0.00	0.00	129991
4818	AMBITIONS TECHNOLOGY GROUP LLC	08/28/2024	Regular	0.00	1,182.14	129992
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12826	Invoice	08/22/2024	UPS BATTERY BACK UP - ASSESSOR SWITC	0.00	1,182.14	
	401-096-2218		EQUIPMENT-MAINTENAN		484.31	
	401-096-2225		SUPPLIES - COMPUTER/P		2.50	
	401-096-2225		SUPPLIES - COMPUTER/P		353.34	
	401-096-2225		SUPPLIES - COMPUTER/P		341.99	
4818	AMBITIONS TECHNOLOGY GROUP LLC	08/28/2024	Regular	0.00	908.38	129993

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Date Range: 08/22/2024 - 09/05/2024

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		
12865	Invoice	08/22/2024	Cabling/Switch to Fix Network Issues - Tre	0.00	908.38	
	401-096-2225		SUPPLIES - COMPUTER/P		155.00	
	401-096-2225		SUPPLIES - COMPUTER/P		753.38	
4818	AMBITIONS TECHNOLOGY GROUP LLC	08/28/2024	Regular	0.00	5,139.09	129994
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12884	Invoice	08/22/2024	RECURRING NETWORK SERVICE	0.00	5,139.09	
	401-096-2213		CONTRACT - IT SERVICES		5,139.09	
4964	AT & T MOBILITY LLC	08/28/2024	Regular	0.00	9,045.71	129995
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
287289563904x7	Invoice	08/27/2024	COUNTY CELL PHONE USAGE JULY 2024	0.00	9,045.71	
	401-096-2207		TELECOMMUNICATIONS		406.38	
	401-096-2207		TELECOMMUNICATIONS		496.82	
	401-096-2207		TELECOMMUNICATIONS		51.08	
	401-096-2207		TELECOMMUNICATIONS		51.08	
	401-096-2207		TELECOMMUNICATIONS		144.61	
	401-096-2207		TELECOMMUNICATIONS		561.88	
	401-096-2207		TELECOMMUNICATIONS		1,034.96	
	401-096-2207		TELECOMMUNICATIONS		306.48	
	401-096-2207		TELECOMMUNICATIONS		357.56	
	401-096-2207		TELECOMMUNICATIONS		2,883.07	
	401-096-2207		TELECOMMUNICATIONS		46.02	
	401-096-2207		TELECOMMUNICATIONS		424.76	
	401-096-2207		TELECOMMUNICATIONS		294.96	
	401-096-2207		TELECOMMUNICATIONS		306.38	
	401-096-2207		TELECOMMUNICATIONS		153.24	
	407-091-2207		TELECOMMUNICATIONS		53.49	
	408-091-2207		TELECOMMUNICATIONS		40.04	
	413-091-2207		TELECOMMUNICATIONS		527.36	
	416-083-2207		TELECOMMUNICATIONS/I		357.56	
	604-083-2207		TELECOMMUNICATIONS		238.14	
	911-080-2207		TELECOMMUNICATIONS		309.84	
	Void	08/28/2024	Regular	0.00	0.00	129996
VEN01377	ATPI, AMERI-FAX, PRIME MEDIA, AND SBS CON	08/28/2024	Regular	0.00	205.00	129997
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0253290-IN	Invoice	08/23/2024	Thermal Printer for Citations	0.00	205.00	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		205.00	
3594	AUTOZONE INC.	08/28/2024	Regular	0.00	122.84	129998
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2248683458	Invoice	08/22/2024	TCFD AutoZone Open PO 7/24-10/24	0.00	122.84	
	406-091-2201		MAINTENANCE & REPAIR		122.84	
5408	BANK OF AMERICA	08/28/2024	Regular	0.00	171.60	129999
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV266440648	Invoice	08/22/2024	ZOOM RENEWAL - COMMISSION MEETIN	0.00	171.60	
	401-005-2269		SUBSCRIPTIONS & DUES		171.60	
3709	BARELA, JANICE	08/28/2024	Regular	0.00	528.99	130000

Check Report

Date Range: 08/22/2024 - 09/05/2024

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		
MH10095396844	Invoice	08/13/2024	Reimbursement	0.00	491.79	
	412-053-2271	CONTRACT - OTHER SERV	Reimbursement		491.79	
NMC TREASURER	Invoice	08/27/2024	RETURN FROM RUIDOSO NM NMC TREAS	0.00	37.20	
	401-010-2205	TRAVEL - EMPLOYEES	RETURN FROM RUIDOSO NM N		37.20	
859	BOUND TREE MEDICAL, LLC	08/28/2024	Regular	0.00	371.54	130001
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
85443885	Invoice	08/26/2024	EMS Supplies/Equipment/Medications FY	0.00	371.54	
	416-083-2230	SUPPLIES - MEDICAL	EMS Supplies/Equipment/Medi		371.54	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	3,279.51	130002
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 9001	Invoice	08/28/2024	Judicial Monthly electric bill	0.00	3,279.51	
	401-016-2208	UTILITIES - ELECTRICITY	July		3,279.51	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	288.11	130003
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 6900	Invoice	08/28/2024	Fairgrounds Monthly Electric Bill	0.00	288.11	
	401-053-2208	UTILITIES - ELECTRICITY	July 6900		133.18	
	401-053-2208	UTILITIES - ELECTRICITY	July 2300		23.48	
	401-053-2208	UTILITIES - ELECTRICITY	July 4700		31.75	
	401-053-2208	UTILITIES - ELECTRICITY	July 2200		35.89	
	401-053-2208	UTILITIES - ELECTRICITY	July 1500		63.81	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	95.45	130004
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 9300	Invoice	08/28/2024	Monthly Electric bill- Clerk	0.00	95.45	
	401-021-2208	UTILITIES - ELECTRICITY	July		95.45	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	1,707.21	130005
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 1300	Invoice	08/28/2024	Monthly Electric bill	0.00	1,707.21	
	413-091-2208	UTILITIES - ELECTRICITY	July - Fire admin		569.07	
	911-080-2208	UTILITIES - ELECTRICITY	July 5500		56.77	
	911-080-2208	UTILITIES - ELECTRICITY	July 1300		206.54	
	911-080-2208	UTILITIES - ELECTRICITY	July 1500		874.83	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	317.63	130006
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 1201	Invoice	08/28/2024	Moriarty Senior Center monthly elec bill	0.00	317.63	
	401-037-2208	UTILITIES - ELECTRICITY	July		317.63	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	58.78	130007
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 7505	Invoice	08/28/2024	Monthly Electric Bill- EM	0.00	58.78	
	604-083-2208	UTILITIES - ELECTRICITY	July- 7505		58.78	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	60.00	130008

Check Report

Date Range: 08/22/2024 - 09/05/2024

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 4503	Invoice	08/28/2024	Monthly Electric Bill- EM	0.00	60.00	
604-083-2208	UTILITIES - ELECTRICITY	July- 4503			60.00	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	79.06	130009
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
07.2024 8001	Invoice	08/28/2024	MCINTOSH SENIOR CENTER ELECTRICITY	0.00	79.06	
401-089-2208	UTILITIES - ELECTRICITY	July			79.06	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	566.66	130010
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
07.2024 4401	Invoice	08/28/2024	Monthly Electric FY25	0.00	566.66	
401-082-2208	UTILITIES - ELECTRICITY	July			566.66	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	455.21	130011
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
07.2024 7901	Invoice	08/28/2024	Mountainair Senior Center Monthly elec	0.00	455.21	
401-027-2208	UTILITIES - ELECTRICITY	July			455.21	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	304.46	130012
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
07.2024 2801	Invoice	08/28/2024	Health dept monthly electric bill	0.00	304.46	
401-024-2208	UTILITIES - ELECTRICITY	July			304.46	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	495.84	130013
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
07.2024 4400	Invoice	08/28/2024	Dist 3 Monthly electric bill	0.00	495.84	
408-091-2208	UTILITIES - ELECTRICITY	July 5100			306.56	
408-091-2208	UTILITIES - ELECTRICITY	July 8700			166.12	
408-091-2208	UTILITIES - ELECTRICITY	July 4400			23.16	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	194.99	130014
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
07.2024 3806	Invoice	08/28/2024	Monthly Electric bill- Road	0.00	194.99	
402-060-2208	UTILITIES - ELECTRICITY	July			194.99	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	45.82	130015
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
07.2024 9301	Invoice	08/28/2024	Dist 6 Monthly electric bill	0.00	45.82	
418-091-2208	UTILITIES - ELECTRICITY	July			45.82	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	3,475.92	130016
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
07.2024 3000	Invoice	08/28/2024	Monthly Electric bill- Admin	0.00	3,475.92	
401-015-2208	UTILITIES - ELECTRICITY	July 3000			3,475.92	
106	CENTRAL NM ELECTRIC COOP.	08/28/2024	Regular	0.00	89.75	130017

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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		
07.2024.6000	Invoice	08/28/2024	Monthly Electric Bill- District 1	0.00	89.75	
	407-091-2208		UTILITIES - ELECTRICITY		25.37	
	407-091-2208		UTILITIES - ELECTRICITY		42.63	
	407-091-2208		UTILITIES - ELECTRICITY		21.75	
2534	CHILD SUPPORT ENFORCEMENT DIVS	08/29/2024	Regular	0.00	-488.31	130018
2534	CHILD SUPPORT ENFORCEMENT DIVS	08/28/2024	Regular	0.00	488.31	130018
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003881	Invoice	08/29/2024	Child Support	0.00	254.31	
	401-000-9001		Payroll Liabilities		254.31	
JMARTIN	Invoice	08/28/2024	CHILD SUPPORT DEDUCTION	0.00	234.00	
	401-000-9001		Payroll Liabilities		234.00	
VEN01273	CPNMRX Inc	08/28/2024	Regular	0.00	1,614.38	130019
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
90627	Invoice	08/28/2024	Consulting Pharmacist Services FY25	0.00	1,614.38	
	416-083-2272		CONTRACT - PROFESSION		1,614.38	
2555	EVSWA	08/28/2024	Regular	0.00	74.27	130020
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
001-0001161176	Invoice	08/27/2024	Animal disposal	0.00	74.27	
	401-082-2210		UTILITIES - WATER		74.27	
5019	GLOBE LIFE & ACCIDENT INSURANCE	08/28/2024	Regular	0.00	80.00	130021
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003882	Invoice	08/29/2024	Globe Life Insurance	0.00	80.00	
	401-000-9001		Payroll Liabilities		80.00	
2203	HOLLYFRONTIER REFINING &	08/28/2024	Regular	0.00	5,591.70	130022
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
204846966	Invoice	08/27/2024	Parking lot and access road	0.00	5,591.70	
	402-060-2253		MAINTENANCE & REPAIR		5,591.70	
5229	IMMENSE IMPACT, LLC.	08/28/2024	Regular	0.00	499.00	130023
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
21-1006LRH	Invoice	08/27/2024	EBWPC website provider	0.00	499.00	
	650-071-2271		CONTRACT - OTHER SERV		499.00	
5222	LA MERCED DE PUEBLO DE TAJIQUE	08/28/2024	Regular	0.00	300.00	130024
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2024-08	Invoice	08/28/2024	TAJIQUE TRANSFER STATION	0.00	300.00	
	401-005-2204		RENT OF LAND/BUILDING		300.00	
5431	MCLEOD MEDICAL CENTERS OF NM INC	08/28/2024	Regular	0.00	220.00	130025
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
311734	Invoice	08/26/2024	CDL Medical Certificate Exam	0.00	110.00	
	402-060-2272		CONTRACT - PROFESSION		110.00	
311738	Invoice	08/26/2024	CDL Medical Certificate Exam	0.00	110.00	
	402-060-2272		CONTRACT - PROFESSION		110.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1139	MOUNTAINAIR, TOWN OF	08/28/2024	Regular	0.00	261.04	130026
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
07.2024	Invoice	08/28/2024	Utilities- Water/Gas	0.00	261.04	
	401-027-2209		UTILITIES - NATURAL GAS		125.43	
	401-027-2210		UTILITIES - WATER		135.61	
VEN01303	MWI VETERINARY SUPPLY CO	08/28/2024	Regular	0.00	181.80	130027
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
54426499	Invoice	08/27/2024	PRIOR YEAR COMMISSION APPROVED PAY	0.00	181.80	
	401-082-2115		SUPPLIES - PHARMACY		181.80	
177	NEW MEXICO COUNTIES	08/28/2024	Regular	0.00	100.00	130028
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
25-00507	Invoice	08/22/2024	Wildland Urban Fire Summit	0.00	100.00	
	413-091-2266		EMPLOYEE TRAINING		100.00	
177	NEW MEXICO COUNTIES	08/28/2024	Regular	0.00	600.00	130029
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
25-00536	Invoice	08/28/2024	ASSESSOR'S AFFLIATE CONFERENCE	0.00	300.00	
	401-040-2266		EMPLOYEE TRAINING		300.00	
25-00537	Invoice	08/28/2024	ASSESSOR'S AFFLIATE CONFERENCE	0.00	300.00	
	401-040-2266		EMPLOYEE TRAINING		300.00	
4464	NM APPARATUS LLC	08/28/2024	Regular	0.00	2,552.35	130030
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2032	Invoice	08/22/2024	FD8 Preventative Maintenance	0.00	2,552.35	
	405-091-2201		MAINTENANCE & REPAIR		1,142.15	
	405-091-2201		MAINTENANCE & REPAIR		86.63	
	405-091-2201		MAINTENANCE & REPAIR		1,323.57	
4464	NM APPARATUS LLC	08/28/2024	Regular	0.00	527.18	130031
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2034	Invoice	08/22/2024	Rescue 1-3 Alignment TCFD	0.00	527.18	
	416-083-2201		MAINTENANCE & REPAIR		527.18	
4464	NM APPARATUS LLC	08/28/2024	Regular	0.00	527.18	130032
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2033	Invoice	08/22/2024	Rescue 1-4 Alignment TCFD	0.00	527.18	
	416-083-2201		MAINTENANCE & REPAIR		527.18	
1096	NM RETIREE HEALTH-CARE AUTHORI	08/28/2024	Regular	0.00	6,344.58	130033
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003861	Invoice	08/14/2024	Retiree Health Care	0.00	21.63	
	401-000-9001		Payroll Liabilities		21.63	
INV0003871	Invoice	08/15/2024	Retiree Health Care	0.00	49.80	
	401-000-9001		Payroll Liabilities		49.80	
INV0003883	Invoice	08/29/2024	Retiree Health Care	0.00	6,234.82	
	401-000-9001		Payroll Liabilities		6,234.82	
INV0003894	Invoice	08/27/2024	Retiree Health Care	0.00	38.33	
	401-000-9001		Payroll Liabilities		38.33	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5514	PERSONNEL EVALUATION INC.	08/28/2024	Regular	0.00	50.00	130034
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
51955	Invoice	08/27/2024	PRIOR YEAR COMMISSION APPROVED PAY	0.00	50.00	
	911-080-2272		CONTRACT - PROFESSION		50.00	
1334	PITNEY BOWES BANK INC PURCHASE POWER	08/28/2024	Regular	0.00	1,111.25	130035
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2024.08.18 Purch	Invoice	08/26/2024	POSTAGE FOR MAIL MACHINE	0.00	1,111.25	
	401-010-2206		POSTAGE		1,111.25	
151	PITNEY BOWES INC.	08/28/2024	Regular	0.00	664.89	130036
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
3319486893	Invoice	08/22/2024	MAIL MACHINE LEASE	0.00	664.89	
	401-010-2284		EQUIPMENT LEASES		664.89	
1711	POSITIVE PROMOTIONS	08/28/2024	Regular	0.00	305.95	130037
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
07429864	Invoice	08/22/2024	Promo Badge Stickers	0.00	305.95	
	401-050-2257		OUTREACH MATERIALS		240.00	
	401-050-2257		OUTREACH MATERIALS		30.95	
	401-050-2257		OUTREACH MATERIALS		35.00	
1711	POSITIVE PROMOTIONS	08/28/2024	Regular	0.00	1,465.33	130038
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
07431710	Invoice	08/27/2024	Outreach supplies to distribute at upcomi	0.00	1,465.33	
	605-013-2257		SUPPLIES - OUTREACH		441.00	
	605-022-2257		SUPPLIES - OUTREACH		32.90	
	605-022-2257		SUPPLIES - OUTREACH		652.00	
	605-022-2257		SUPPLIES - OUTREACH		208.00	
	605-022-2257		SUPPLIES - OUTREACH		14.80	
	605-022-2257		SUPPLIES - OUTREACH		51.63	
	605-022-2257		SUPPLIES - OUTREACH		65.00	
3858	PRESBYTERIAN MEDICAL SERVICES	08/28/2024	Regular	0.00	11,704.00	130039
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
July 2024	Invoice	08/26/2024	RPHCA - MFHC	0.00	11,704.00	
	616-017-2272		CONTRACT - PROFESSION		11,704.00	
1259	PRESTON MORTUARIES INC	08/28/2024	Regular	0.00	1,000.00	130040
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
CASE 25-0004	Invoice	08/27/2024	INDIGENT BURIAL	0.00	1,000.00	
	414-019-2294		INDIGENT BURIAL		1,000.00	
3859	PRUDENTIAL OVERALL SUPPLY	08/28/2024	Regular	0.00	290.18	130041
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
450732649	Invoice	08/27/2024	Uniforms for Road Crew	0.00	290.18	
	402-060-2236		SUPPLIES - UNIFORMS		290.18	
107	QWEST CORPORATION	08/28/2024	Regular	0.00	324.81	130042

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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		
07.2024	Invoice	08/28/2024	Monthly Charges for Jail Fund	0.00	324.81	
	401-096-2207		TELECOMMUNICATIONS		324.81	
107	QWEST CORPORATION	08/28/2024	Regular	0.00	324.81	130043
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024	Invoice	08/28/2024	Monthly Charges for Jail Fund	0.00	324.81	
	401-096-2207		TELECOMMUNICATIONS		324.81	
VEN01194	Robert Caswell Investigations, Inc	08/28/2024	Regular	0.00	2,304.41	130044
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
29010	Invoice	08/28/2024	Investigation	0.00	387.45	
	401-014-2272		CONTRACT - PROFESSION		387.45	
29011	Invoice	08/28/2024	Investigation	0.00	1,868.53	
	401-014-2272		CONTRACT - PROFESSION		125.00	
	401-014-2272		CONTRACT - PROFESSION		1,743.53	
29064	Invoice	08/28/2024	Outside Investigation	0.00	48.43	
	401-014-2272		CONTRACT - PROFESSION		48.43	
VEN01359	ROCKY MOUNTAIN PUBLIC EMPLOYER RELATIC	08/28/2024	Regular	0.00	1,386.54	130045
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4318	Invoice	08/22/2024	Legal Services for Employment and Labor	0.00	1,386.54	
	401-005-2272		CONTRACT - PROFESSION		1,386.54	
3888	SAAVEDRA, RONALD S	08/28/2024	Regular	0.00	45.00	130046
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TASER SHOW LO	Invoice	08/27/2024	RETURN FROM SHOW LOW AZ TASER INS	0.00	45.00	
	401-050-2205		TRAVEL - EMPLOYEES		45.00	
3462	SAMBA HOLDINGS, INC.	08/28/2024	Regular	0.00	255.74	130047
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV01536312	Invoice	08/22/2024	Samba Safety DL Check	0.00	255.74	
	401-014-2271		CONTRACT-OTHER SERVI		255.74	
5426	SENERGY PETROLEUM, LLC	08/28/2024	Regular	0.00	6,892.09	130048
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
Sen-879043	Invoice	08/27/2024	Bulk Fuel and Oil	0.00	6,892.09	
	402-060-2202		SUPPLIES - VEHICLE FUEL		6,892.09	
VEN01155	Smith, Rebecca	08/28/2024	Regular	0.00	2,880.00	130049
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
37	Invoice	08/27/2024	THERAPEUTIC SERVICES MAY/JUNE 2024	0.00	2,880.00	
	605-009-2272		CONTRACT - PROFESSION		1,440.00	
	605-009-2272		CONTRACT - PROFESSION		1,440.00	
3978	STAPLES BUSINESS ADVANTAGE	08/28/2024	Regular	0.00	513.56	130050
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6006989501	Invoice	08/22/2024	Office supplies	0.00	513.56	
	401-008-2218		FURN/FIX/EQUIP PURCHA		513.56	
3978	STAPLES BUSINESS ADVANTAGE	08/28/2024	Regular	0.00	304.42	130051

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6006885049	Invoice	08/22/2024	Office supplies	0.00	304.42	
	401-008-2219		SUPPLIES - GENERAL OFFI		39.99	
	401-008-2219		SUPPLIES - GENERAL OFFI		27.40	
	401-008-2219		SUPPLIES - GENERAL OFFI		11.72	
	401-008-2219		SUPPLIES - GENERAL OFFI		12.38	
	401-008-2219		SUPPLIES - GENERAL OFFI		61.50	
	401-008-2219		SUPPLIES - GENERAL OFFI		7.39	
	401-008-2219		SUPPLIES - GENERAL OFFI		128.00	
	401-008-2219		SUPPLIES - GENERAL OFFI		9.60	
	401-008-2219		SUPPLIES - GENERAL OFFI		6.44	
3978	STAPLES BUSINESS ADVANTAGE	08/28/2024	Regular	0.00	637.72	130052
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6007397821	Invoice	08/28/2024	STAPLES OFFICE SUPPLY ORDER	0.00	637.72	
	401-040-2219		SUPPLIES-OFFICE		158.68	
	401-040-2219		SUPPLIES-OFFICE		7.28	
	401-040-2219		SUPPLIES-OFFICE		5.22	
	401-040-2219		SUPPLIES-OFFICE		12.45	
	401-040-2219		SUPPLIES-OFFICE		52.26	
	401-040-2219		SUPPLIES-OFFICE		23.00	
	401-040-2219		SUPPLIES-OFFICE		20.50	
	401-040-2219		SUPPLIES-OFFICE		23.00	
	401-040-2219		SUPPLIES-OFFICE		45.00	
	401-040-2219		SUPPLIES-OFFICE		2.24	
	401-040-2219		SUPPLIES-OFFICE		133.38	
	401-040-2219		SUPPLIES-OFFICE		37.54	
	401-040-2219		SUPPLIES-OFFICE		3.63	
	401-040-2219		SUPPLIES-OFFICE		19.16	
	401-040-2219		SUPPLIES-OFFICE		24.42	
	401-040-2219		SUPPLIES-OFFICE		69.96	
	Void	08/28/2024	Regular	0.00	0.00	130053
3978	STAPLES BUSINESS ADVANTAGE	08/28/2024	Regular	0.00	51.29	130054
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6006531116	Invoice	08/27/2024	PRIOR YEAR COMMISSION APPROVED PAY	0.00	51.29	
	605-009-2219		SUPPLIES - GENERAL OFFI		51.29	
28	TILLERY CHEVROLET GMC INC	08/28/2024	Regular	0.00	50,930.00	130055
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV6079	Invoice	08/28/2024	2024 Silverado - Road Department	0.00	50,930.00	
	620-094-2618		CAPITAL OUTLAY - VEHICL		-1,013.00	
	620-094-2618		CAPITAL OUTLAY - VEHICL		1,293.00	
	620-094-2618		CAPITAL OUTLAY - VEHICL		50,650.00	
1887	TOBY'S DOORS INC.	08/28/2024	Regular	0.00	175.00	130056
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
20651	Invoice	08/26/2024	Emergency Garage Door Service District 3	0.00	175.00	
	408-091-2215		MAINTENANCE & REPAIR		175.00	
1335	TORRANCE COUNTY	08/28/2024	Regular	0.00	81.48	130057
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003885	Invoice	08/29/2024	Torrance County Property Tax	0.00	81.48	
	401-000-9001		Payroll Liabilities		81.48	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01116	US Corrections, LLC	08/28/2024	Regular	0.00	5,809.00	130058
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
236986	Invoice	08/27/2024	Prisoner Transport	0.00	5,809.00	
	401-050-2271	OTHER SERVICES	Prisoner Transport		5,809.00	
5042	VECTOR SOLUTIONS	08/28/2024	Regular	0.00	1,463.65	130059
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV101490	Invoice	08/28/2024	Target Solutions Online Training Subscripti	0.00	1,463.65	
	911-080-2228	SOFTWARE	August Maintenace Fee		395.00	
	911-085-2266	EMPLOYEE TRAINING	December Training Subscription		97.15	
	911-085-2266	EMPLOYEE TRAINING	February Training Subscription		97.15	
	911-085-2266	EMPLOYEE TRAINING	September Training Subscriptio		97.15	
	911-085-2266	EMPLOYEE TRAINING	March Training Subscription		97.15	
	911-085-2266	EMPLOYEE TRAINING	April Training Subscription		97.15	
	911-085-2266	EMPLOYEE TRAINING	June Training Subscription		97.15	
	911-085-2266	EMPLOYEE TRAINING	November Training Subscription		97.15	
	911-085-2266	EMPLOYEE TRAINING	August Online Training Subscrip		97.15	
	911-085-2266	EMPLOYEE TRAINING	October Training Subscription		97.15	
	911-085-2266	EMPLOYEE TRAINING	May Training Subscription		97.15	
	911-085-2266	EMPLOYEE TRAINING	January Training Subscription		97.15	
4376	WAGeworks	08/28/2024	Regular	0.00	187.50	130060
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV6906869	Invoice	08/28/2024	HealthBenefits	0.00	187.50	
	401-014-2272	CONTRACT - PROFESSION	HealthBenefits August 2024		187.50	
3393	WEST, KATHLEEN A.	08/28/2024	Regular	0.00	250.00	130061
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
8222024	Invoice	08/24/2024	Pharmacy inspections	0.00	250.00	
	401-082-2272	CONTRACT - PROFESSION	Pharmacy inspection August 20		250.00	
810	WILLARD, VILLAGE OF	08/28/2024	Regular	0.00	92.58	130062
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
07.2024	Invoice	08/28/2024	Monthly water	0.00	92.58	
	418-091-2210	UTILITIES - WATER	July		92.58	
VEN01253	WILSON & COMPANY, INC	08/28/2024	Regular	0.00	44,854.10	130063
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
128634	Invoice	08/22/2024	Architectural & Engineering Design Serv-A	0.00	44,854.10	
	561-005-2611	CAPITAL OUTLAY - BUILDI	Architectura/Engineering - Basic		44,854.10	
3823	WITMER PUBLIC SAFETY GROUP	08/28/2024	Regular	0.00	2,281.74	130064
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV528745	Invoice	08/22/2024	Portable Area Light District 2	0.00	2,281.74	
	406-091-2248	SUPPLIES - SAFETY	FoxFury Nomad 360 Portable Ar		2,281.74	
3823	WITMER PUBLIC SAFETY GROUP	08/28/2024	Regular	0.00	407.90	130065
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV529225	Invoice	08/26/2024	Witmer Items District 5	0.00	407.90	
	405-091-2248	SUPPLIES - SAFETY	Boston Leather Radio Strap with		87.98	
	405-091-2248	SUPPLIES - SAFETY	FDNY Style Leather Radio Strap		319.92	
5450	AMAZON BUSINESS	08/29/2024	Regular	0.00	79.99	130066

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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		
1QC1-TVHJ-MG6	Invoice	08/28/2024	Computer Monitor	0.00	79.99	
	604-083-2218		MAINTENANCE & REPAIR Computer Monitor		79.99	
3594	AUTOZONE INC.	08/29/2024	Regular	0.00	194.99	130067
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2248688769	Invoice	08/28/2024	TCFD AutoZone Open PO 7/24-10/24	0.00	194.99	
	405-091-2201		MAINTENANCE & REPAIR AutoZone Open PO District 5		194.99	
5408	BANK OF AMERICA	08/29/2024	Regular	0.00	1,241.78	130068
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10194725059	Invoice	08/28/2024	Assorted supplies for Animal Services	0.00	1,241.78	
	401-082-2219		SUPPLIES - GENERAL OFFI PICK UP FEE		4.00	
	401-082-2219		SUPPLIES - GENERAL OFFI Facial tissue		69.90	
	401-082-2219		SUPPLIES - GENERAL OFFI Bath tissue		114.90	
	401-082-2219		SUPPLIES - GENERAL OFFI Bottled water		79.60	
	401-082-2220		SUPPLIES - CLEANING Bleach		184.80	
	401-082-2220		SUPPLIES - CLEANING Disinfecting wipes		182.20	
	401-082-2220		SUPPLIES - CLEANING Paper towels		199.80	
	401-082-2220		SUPPLIES - CLEANING Dawn diswahsing liquid		79.90	
	401-082-2220		SUPPLIES - CLEANING Laundry soap		89.90	
	401-082-2220		SUPPLIES - CLEANING Glass cleaner		6.98	
	401-082-2223		SUPPLIES - KENNEL Benefiber		229.80	
2534	CHILD SUPPORT ENFORCEMENT DIVS	08/29/2024	Regular	0.00	234.00	130069
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
PAYROLL DEDUCT	Invoice	08/29/2024	CHILD SUPPORT DEDUCTION PAYROLL 8.2	0.00	234.00	
	401-000-9001		Payroll Liabilities CHILD SUPPORT DEDUCTION PA		234.00	
2534	CHILD SUPPORT ENFORCEMENT DIVS	08/29/2024	Regular	0.00	254.31	130070
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CHILD SUPPORT	Invoice	08/29/2024	CHILD DEDUCTION PAYROLL CSHACKLEFO	0.00	254.31	
	401-000-9001		Payroll Liabilities CHILD DEDUCTION PAYROLL		254.31	
VEN01373	CUMMINS SALES AND SERVICE	08/29/2024	Regular	0.00	807.16	130071
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003899	Invoice	08/28/2024	Repair of Generator	0.00	807.16	
	401-050-2218		MAINTENANCE & REPAIR Parts for Generator #F05079329		281.57	
	401-050-2218		MAINTENANCE & REPAIR Labor for Generator #F0507932		314.64	
	401-050-2218		MAINTENANCE & REPAIR Dianostic Charge for Generator		210.95	
VEN01373	CUMMINS SALES AND SERVICE	08/29/2024	Regular	0.00	814.80	130072
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003900	Invoice	08/28/2024	Repair of Generators	0.00	814.80	
	401-050-2218		MAINTENANCE & REPAIR Diagnostic Charge		225.70	
	401-050-2218		MAINTENANCE & REPAIR Fuel Pump		281.57	
	401-050-2218		MAINTENANCE & REPAIR Labor		307.53	
2555	EVSWA	08/29/2024	Regular	0.00	180.37	130073
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
001-0001161245	Invoice	08/28/2024	Animal disposal	0.00	180.37	
	401-082-2210		UTILITIES - WATER Animal disposal		180.37	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5603	PFEIFER VETERINARY SERVICES, LLC	08/29/2024	Regular	0.00	1,704.93	130074
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2200474	Invoice	08/28/2024	Sterilizations through grant program	0.00	1,704.93	
	431-082-2272		CONTRACT - PROFESSION		1,704.93	
3978	STAPLES BUSINESS ADVANTAGE	08/29/2024	Regular	0.00	17.22	130075
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
6009887776	Invoice	08/28/2024	Staples Advantage	0.00	17.22	
	911-080-2219		SUPPLIES - GENERAL OFFI		17.22	
3978	STAPLES BUSINESS ADVANTAGE	08/29/2024	Regular	0.00	195.06	130076
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
6009176200	Invoice	08/28/2024	Office supplies	0.00	195.06	
	401-055-2219		SUPPLIES - GENERAL OFFI		179.99	
	401-055-2219		SUPPLIES - GENERAL OFFI		2.46	
	401-055-2219		SUPPLIES - GENERAL OFFI		12.61	
3978	STAPLES BUSINESS ADVANTAGE	08/29/2024	Regular	0.00	24.42	130077
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
6009176199	Invoice	08/28/2024	Office supplies	0.00	24.42	
	401-055-2219		SUPPLIES - GENERAL OFFI		24.42	
5679	5298 FIRE EQUIPMENT	09/05/2024	Regular	0.00	24,466.39	130078
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
1073	Invoice	09/04/2024	Bunker and Wildland Gear	0.00	24,466.39	
	416-083-2248		SUPPLIES - SAFETY		2,731.75	
	416-083-2248		SUPPLIES - SAFETY		1,970.00	
	416-083-2248		SUPPLIES - SAFETY		65.00	
	416-083-2248		SUPPLIES - SAFETY		2,688.30	
	416-083-2248		SUPPLIES - SAFETY		1,885.00	
	416-083-2248		SUPPLIES - SAFETY		219.99	
	416-083-2248		SUPPLIES - SAFETY		2,235.90	
	416-083-2248		SUPPLIES - SAFETY		195.00	
	416-083-2248		SUPPLIES - SAFETY		241.95	
	416-083-2248		SUPPLIES - SAFETY		5,910.00	
	416-083-2248		SUPPLIES - SAFETY		148.50	
	416-083-2248		SUPPLIES - SAFETY		5,655.00	
	416-083-2248		SUPPLIES - SAFETY		520.00	
VEN01347	ABOVE AND BEYOND CARPET CARE	09/05/2024	Regular	0.00	1,821.65	130079
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
TO-RR-2024-06-1	Invoice	09/03/2024	Disinfecting and cleaning two storage she	0.00	1,821.65	
	401-065-2271		CONTRACT - OTHER SERV		1,633.97	
	401-065-2271		CONTRACT - OTHER SERV		187.68	
5450	AMAZON BUSINESS	09/05/2024	Regular	0.00	452.01	130080

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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		
14ML-1Y7P-FQG4	Invoice	09/04/2024	Field, kennel, vehicle supplies, pantry ite	0.00	452.01	
	401-082-2201		MAINTENANCE & REPAIR		69.54	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		112.08	
	401-082-2223		SUPPLIES - KENNEL		15.48	
	430-082-2223		SUPPLIES - KENNEL		55.98	
	430-082-2223		SUPPLIES - KENNEL		33.98	
	430-082-2223		SUPPLIES - KENNEL		164.95	
5450	AMAZON BUSINESS	09/05/2024	Regular	0.00	194.90	130081
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1JJ4-JJ4M-13RV	Invoice	09/03/2024	Power Jack District 2	0.00	194.90	
	406-091-2248		SUPPLIES - SAFETY		194.90	
5450	AMAZON BUSINESS	09/05/2024	Regular	0.00	702.87	130082
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1XPK-QQ7D-DMY	Invoice	09/03/2024	Toners Fire Admin	0.00	702.87	
	413-091-2219		SUPPLIES - GENERAL OFFI		60.00	
	413-091-2219		SUPPLIES - GENERAL OFFI		388.05	
	416-083-2219		SUPPLIES - GENERAL OFFI		97.41	
	416-083-2219		SUPPLIES - GENERAL OFFI		157.41	
5450	AMAZON BUSINESS	09/05/2024	Regular	0.00	181.02	130083
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1P4V-HN9L-3XV9	Invoice	08/29/2024	Astrobright Paper / Scissors/ Kleenex / Ta	0.00	181.02	
	401-010-2219		SUPPLIES - GENERAL OFFI		20.99	
	401-010-2219		SUPPLIES - GENERAL OFFI		17.49	
	401-010-2219		SUPPLIES - GENERAL OFFI		9.99	
	401-010-2219		SUPPLIES - GENERAL OFFI		17.49	
	401-010-2219		SUPPLIES - GENERAL OFFI		17.49	
	401-010-2219		SUPPLIES - GENERAL OFFI		18.99	
	401-010-2219		SUPPLIES - GENERAL OFFI		12.99	
	401-010-2219		SUPPLIES - GENERAL OFFI		17.49	
	401-010-2219		SUPPLIES - GENERAL OFFI		40.12	
	401-010-2219		SUPPLIES - GENERAL OFFI		7.98	
5450	AMAZON BUSINESS	09/05/2024	Regular	0.00	158.46	130084
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1N9G-ODVQ-LCT	Invoice	08/29/2024	Office supplies	0.00	158.46	
	401-055-2219		SUPPLIES - GENERAL OFFI		22.92	
	401-055-2219		SUPPLIES - GENERAL OFFI		29.99	
	401-055-2219		SUPPLIES - GENERAL OFFI		20.89	
	401-055-2219		SUPPLIES - GENERAL OFFI		84.66	
4818	AMBITIONS TECHNOLOGY GROUP LLC	09/05/2024	Regular	0.00	1,757.74	130085
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12833	Invoice	08/22/2024	Computer Replacement - C.Garcia	0.00	1,757.74	
	401-096-2225		SUPPLIES - COMPUTER/P		1,354.15	
	401-096-2225		SUPPLIES - COMPUTER/P		403.59	
1795	ARTESIA FIRE EQUIPMENT INC	09/05/2024	Regular	0.00	300.00	130086

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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			
84278	Invoice	08/29/2024	Fire Hose District 2	0.00	300.00	
	406-091-2248		SUPPLIES - SAFETY		175.00	
	406-091-2248		SUPPLIES - SAFETY		125.00	
859	BOUND TREE MEDICAL, LLC	09/05/2024	Regular	0.00	616.58	130087
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
85460091	Invoice	09/04/2024	EMS Supplies/Equipment/Medications FY	0.00	616.58	
	416-083-2230		SUPPLIES - MEDICAL		616.58	
859	BOUND TREE MEDICAL, LLC	09/05/2024	Regular	0.00	190.12	130088
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
85462964	Invoice	09/04/2024	EMS Supplies/Equipment/Medications FY	0.00	190.12	
	416-083-2230		SUPPLIES - MEDICAL		190.12	
859	BOUND TREE MEDICAL, LLC	09/05/2024	Regular	0.00	162.00	130089
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
85466444	Invoice	09/04/2024	EMS Supplies/Equipment/Medications FY	0.00	162.00	
	416-083-2230		SUPPLIES - MEDICAL		162.00	
4979	BRANDON BOE DAVIS	09/05/2024	Regular	0.00	4,125.00	130090
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
TCSO 25-00349	Invoice	09/04/2024	Vehicle Maintenance for August 2024	0.00	4,125.00	
	401-050-2201		MAINTENANCE & REPAIR		720.00	
	401-050-2201		Tires (Sets) - SUV/Pickup Truck		110.00	
	401-050-2201		Transmission Filter & Fluid		400.00	
	401-050-2201		Vehicle Batteries		465.00	
	401-050-2201		Labor		20.00	
	401-050-2201		Oil Change/Lube/Fluids (Diesel)		360.00	
	401-050-2201		Safety Inspection - TCSO Vehicle		30.00	
	401-050-2201		Mount & Balance		210.00	
	401-050-2201		Tires (Sets) - Durangos		165.00	
	401-050-2201		Wheel Alignment		35.00	
	401-050-2201		Air Filter		275.00	
	401-050-2201		AMG Battery		60.00	
	401-050-2201		Mount & Balance		40.00	
	401-050-2201		Wipers		475.00	
	401-050-2201		Brake Rotors		30.00	
	401-050-2201		Tire Repair - Small		150.00	
	401-050-2201		Vehicle Transportation (Tow)		100.00	
	401-050-2201		Windshield Wiper Blades (Sets)		480.00	
	401-050-2201		Oil Change/Lube/Fluids			
106	**Void**	09/05/2024	Regular	0.00	0.00	130091
106	CENTRAL NM ELECTRIC COOP.	09/05/2024	Regular	0.00	848.04	130092
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
07.2024 9702	Invoice	08/29/2024	Estancia Senior Center monthly elec bill	0.00	848.04	
	401-036-2208		UTILITIES - ELECTRICITY		848.04	
106	CENTRAL NM ELECTRIC COOP.	09/05/2024	Regular	0.00	124.38	130093
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
07.2024 4000	Invoice	08/29/2024	District 4 Monthly Electric Bill	0.00	124.38	
	409-091-2208		UTILITIES - ELECTRICITY		49.48	
	409-091-2208		UTILITIES - ELECTRICITY		74.90	

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106	CENTRAL NM ELECTRIC COOP.	09/05/2024	Regular	0.00	526.23	130094
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024 0701	Invoice	08/29/2024	Sheriff Monthly electric bill	0.00	526.23	
	401-050-2208		UTILITIES - ELECTRICITY		526.23	
5416	CRYSTAL SPRINGS	09/05/2024	Regular	0.00	22.00	130095
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9294275	Invoice	09/04/2024	Crystal Springs	0.00	22.00	
	911-080-2219		SUPPLIES - GENERAL OFFI		22.00	
5561	CULLIGAN ABQ LLC	09/05/2024	Regular	0.00	101.25	130096
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
299319-A	Invoice	08/28/2024	CULLIGAN WATER	0.00	34.75	
	401-040-2271		CONTRACT - OTHER SERV		34.75	
299319-B	Invoice	08/28/2024	CULLIGAN WATER	0.00	29.25	
	401-040-2271		CONTRACT - OTHER SERV		29.25	
299319-C	Invoice	08/28/2024	CULLIGAN WATER	0.00	23.75	
	401-040-2271		CONTRACT - OTHER SERV		23.75	
299319-D	Invoice	08/28/2024	CULLIGAN WATER	0.00	13.50	
	401-040-2271		CONTRACT - OTHER SERV		13.50	
5561	CULLIGAN ABQ LLC	09/05/2024	Regular	0.00	16.60	130097
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
301516	Invoice	09/04/2024	Bottled Water	0.00	16.60	
	401-050-2271		OTHER SERVICES		1.75	
	401-050-2271		OTHER SERVICES		14.85	
4383	DE LAGE LANDEN FINANCIAL SERVICE	09/05/2024	Regular	0.00	308.38	130098
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
587959279	Invoice	08/29/2024	Printer/Copier Monthly Lease Contract	0.00	308.38	
	401-030-2284		EQUIPMENT LEASES		308.38	
2499	DEPT. OF FINANCE & ADMINISTRAT	09/05/2024	Regular	0.00	12,252.78	130099
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8/8/24 Distributi	Invoice	08/29/2024	FY24 Distribution Reversion	0.00	12,252.78	
	605-003-2302		FUNIDNG REVERSION		12,252.78	
VEN01351	DIVERSE OFFICE SUPPLY	09/05/2024	Regular	0.00	100.77	130100
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
103602-00	Invoice	09/03/2024	Office Supplies	0.00	100.77	
	401-050-2219		SUPPLIES - GENERAL OFFI		51.45	
	401-050-2219		SUPPLIES - GENERAL OFFI		20.34	
	401-050-2219		SUPPLIES - GENERAL OFFI		28.98	
VEN01351	DIVERSE OFFICE SUPPLY	09/05/2024	Regular	0.00	136.47	130101

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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		
103584-00	Invoice	09/03/2024	Office Supplies	0.00	136.47	
	401-050-2219		SUPPLIES - GENERAL OFFI		18.26	
	401-050-2219		SUPPLIES - GENERAL OFFI		14.94	
	401-050-2219		SUPPLIES - GENERAL OFFI		17.14	
	401-050-2219		SUPPLIES - GENERAL OFFI		65.26	
	401-050-2219		SUPPLIES - GENERAL OFFI		20.87	
VEN01351	DIVERSE OFFICE SUPPLY	09/05/2024	Regular	0.00	1,468.29	130102
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
103517-00	Invoice	09/04/2024	Printer Inks and Battery Backups	0.00	1,468.29	
	401-008-2219		SUPPLIES - GENERAL OFFI		128.82	
	401-008-2219		SUPPLIES - GENERAL OFFI		128.82	
	401-008-2219		SUPPLIES - GENERAL OFFI		128.82	
	401-008-2219		SUPPLIES - GENERAL OFFI		3.43	
	401-008-2219		SUPPLIES - GENERAL OFFI		124.01	
	401-008-2219		SUPPLIES - GENERAL OFFI		954.39	
4622	DOMINION VOTING SYSTEMS INC	09/05/2024	Regular	0.00	1,025.06	130103
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
DVS156043	Invoice	09/03/2024	Batteries for Voting Tabulators	0.00	1,025.06	
	401-021-2219		SUPPLIES - GENERAL OFFI		1,025.06	
4705	DOUBLE H AUTO	09/05/2024	Regular	0.00	87.98	130104
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
596365	Invoice	09/03/2024	Repairs and Maintenance for Issued Picku	0.00	87.98	
	402-060-2201		MAINTENANCE & REPAIR		87.98	
50	EMW GAS ASSOCIATION	09/05/2024	Regular	0.00	721.58	130105
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 0450	Invoice	09/04/2024	Road- Monthly Gas- Utility	0.00	31.54	
	402-060-2209		UTILITIES - NATURAL GAS		31.54	
08.2024 0500	Invoice	09/04/2024	Monthly gas bill- District 6	0.00	33.09	
	418-091-2209		UTILITIES - NATURAL GAS		33.09	
08.2024 0580	Invoice	09/04/2024	Monthly gas bill- Animal Services	0.00	25.85	
	401-082-2209		UTILITIES - NATURAL GAS		25.85	
08.2024 1510	Invoice	09/04/2024	MCINTOSH SENIOR CENTER GAS	0.00	32.60	
	401-089-2209		UTILITIES - NATURAL GAS		32.60	
08.2024 1850	Invoice	09/04/2024	Monthly gas bill- Admin	0.00	65.81	
	401-015-2209		UTILITIES - NATURAL GAS		65.81	
08.2024 1860	Invoice	09/04/2024	Monthly gas bill- Maintenece	0.00	24.00	
	401-015-2209		UTILITIES - NATURAL GAS		24.00	
08.2024 1990	Invoice	09/04/2024	Monthly gas bill- Health dept	0.00	42.71	
	401-024-2209		UTILITIES - NATURAL GAS		42.71	
08.2024 2330	Invoice	09/04/2024	Monthly gas bill- Moriarty SC	0.00	66.50	
	401-037-2209		UTILITIES - NATURAL GAS		66.50	
08.2024 3680	Invoice	09/04/2024	Monthly gas bill- District 2	0.00	25.85	
	406-091-2209		UTILITIES - NATURAL GAS		25.85	
08.2024 4090	Invoice	09/04/2024	Monthly gas bill- Fair bldg	0.00	24.00	
	401-053-2209		UTILITIES - NATURAL GAS		24.00	
08.2024 4510	Invoice	09/04/2024	Monthly gas bill- District 5	0.00	31.49	
	405-091-2209		UTILITIES - NATURAL GAS		31.49	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
08.2024 5390	Invoice	09/04/2024	Monthly gas bill- District 3	0.00	28.28	
	408-091-2209		UTILITIES - NATURAL GAS August- 5390		28.28	
08.2024 5690	Invoice	09/04/2024	Monthly gas bill- Maintenace	0.00	28.28	
	401-015-2209		UTILITIES - NATURAL GAS August- 5690		28.28	
08.2024 5870	Invoice	09/04/2024	Monthly gas bill- Senior Center	0.00	53.23	
	401-036-2209		UTILITIES - NATURAL GAS August		53.23	
08.2024 6000	Invoice	09/04/2024	Monthly gas bill- Judicial	0.00	68.27	
	401-016-2209		UTILITIES - NATURAL GAS August		68.27	
08.2024 6140	Invoice	09/04/2024	Monthly gas bill- Sheriff	0.00	36.61	
	401-050-2209		UTILITIES - NATURAL GAS August		36.61	
08.2024 6230	Invoice	09/04/2024	Monthly gas bill- District 5	0.00	31.47	
	405-091-2209		UTILITIES - NATURAL GAS August- 6230		31.47	
08.2024 6380	Invoice	09/04/2024	Monthly gas bill- Clerk	0.00	24.00	
	612-020-2308		VOTING MACHINE STORA August		24.00	
08.2024 9250	Invoice	09/04/2024	Monthly gas bill- District 3	0.00	24.00	
	408-091-2209		UTILITIES - NATURAL GAS August- 9250		24.00	
08.2024 9530	Invoice	09/04/2024	Monthly gas bill- Dispatch	0.00	24.00	
	911-080-2209		UTILITIES - NATURAL GAS August		24.00	
2554	**Void**	09/05/2024	Regular	0.00	0.00	130106
	EPCOR USA, INC.	09/05/2024	Regular	0.00	115.08	130107
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2024	Invoice	09/04/2024	Monthly water dist 2	0.00	115.08	
	406-091-2210		UTILITIES - WATER July		115.08	
1350	ESRI	09/05/2024	Regular	0.00	11,539.00	130108
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
94784173	Invoice	08/28/2024	ArcGIS Desktop Advanced License	0.00	11,539.00	
	401-008-2228		SOFTWARE ArcGIS Desktop Advanced Licen		11,539.00	
VEN01380	FILE CONSTRUCTION, LLC	09/05/2024	Regular	0.00	199,958.07	130109
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
Pay Application 1	Invoice	08/28/2024	Duran Water Project	0.00	199,958.07	
	620-094-2612		CAPITAL OUTLAY - LAND Reservoir Foundation: Excavate		29,898.80	
	620-094-2612		CAPITAL OUTLAY - LAND Construction Staking and As-Bui		18,015.53	
	620-094-2612		CAPITAL OUTLAY - LAND Demo existing 20,000-gallon tan		66,004.60	
	620-094-2612		CAPITAL OUTLAY - LAND AWWA D100 Welded Steel 20,0		23,361.56	
	620-094-2612		CAPITAL OUTLAY - LAND Borrow, backfill and compaction		12,552.00	
	620-094-2612		CAPITAL OUTLAY - LAND Site Clearing and Grubbing, com		3,154.20	
	620-094-2612		CAPITAL OUTLAY - LAND NMGRT		12,204.00	
	620-094-2612		CAPITAL OUTLAY - LAND Construction Mobilization and D		27,766.73	
	620-094-2612		CAPITAL OUTLAY - LAND Potholing, compl.		2,920.65	
	803-059-2642		23-H2505 TC DURAN WAT Haul and disposal of unsuitable		4,080.00	
944	GRAINGER, INC.	09/05/2024	Regular	0.00	688.04	130110
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9225358663	Invoice	08/29/2024	Pallet Jack District 3	0.00	688.04	
	408-091-2248		SUPPLIES - SAFETY Pallet Jack		688.04	
214	Hart's Trustworthy Hardware	09/05/2024	Regular	0.00	22.99	130111

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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		
A144360	Invoice	08/29/2024	Hart's Open PO July	0.00	22.99	
	408-091-2215		MAINTENANCE & REPAIR		22.99	
214	Hart's Trustworthy Hardware	09/05/2024	Regular	0.00	163.19	130112
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
A144395	Invoice	09/03/2024	Hart's Open PO July	0.00	163.19	
	406-091-2248		SUPPLIES - SAFETY		163.19	
3929	HENRY SCHEIN MATRX MEDICAL	09/05/2024	Regular	0.00	103.96	130113
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
98376333	Invoice	08/29/2024	EMS Supplies/Equipment/Medications Op	0.00	103.96	
	416-083-2230		SUPPLIES - MEDICAL		103.96	
2194	ORKIN INC.	09/05/2024	Regular	0.00	1,641.22	130114
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2025- Sheriff	Invoice	08/29/2024	Annual Standard Pest Control- Sheriff	0.00	1,641.22	
	401-050-2271		OTHER SERVICES		1,641.22	
2194	ORKIN INC.	09/05/2024	Regular	0.00	1,827.73	130115
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2025- Judicial	Invoice	08/29/2024	Annual Standard Pest Control- Judicial	0.00	1,827.73	
	401-016-2203		MAINTENANCE & REPAIR		1,827.73	
2194	ORKIN INC.	09/05/2024	Regular	0.00	2,306.41	130116
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2025- Dispatch	Invoice	08/29/2024	Annual Standard Pest Control- Dispatch	0.00	2,306.41	
	911-080-2271		CONTRACTS OTHER SERVI		2,306.41	
5528	PETERS, NICHOLE	09/05/2024	Regular	0.00	20.00	130117
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
25-00065	Invoice	09/03/2024	10 CPR Classes	0.00	20.00	
	911-085-2266		EMPLOYEE TRAINING		20.00	
1711	POSITIVE PROMOTIONS	09/05/2024	Regular	0.00	4,687.84	130118
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07436390	Invoice	09/04/2024	State Fair Fire Safety Kits District 2	0.00	4,687.84	
	406-091-2248		SUPPLIES - SAFETY		3,777.84	
	406-091-2248		SUPPLIES - SAFETY		50.00	
	406-091-2248		SUPPLIES - SAFETY		860.00	
3859	PRUDENTIAL OVERALL SUPPLY	09/05/2024	Regular	0.00	294.07	130119
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450733400	Invoice	09/03/2024	Uniforms for Road Crew	0.00	294.07	
	402-060-2236		SUPPLIES - UNIFORMS		294.07	
5323	SOUTHWEST COPY SYSTEMS	09/05/2024	Regular	0.00	54.29	130120
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
549363	Invoice	09/03/2024	TREASURER COPIER OVERAGES FY2025	0.00	54.29	
	401-030-2221		PRINTING/PUBLISHING/A		54.29	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3978	STAPLES BUSINESS ADVANTAGE	09/05/2024	Regular	0.00	35.48	130121
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
6008001927	Invoice	08/28/2024	STAPLES OFFICE SUPPLY ORDER	0.00	35.48	
401-040-2219	SUPPLIES-OFFICE	ELMERS GLUE STICKS/12 PK	14.98			
401-040-2219	SUPPLIES-OFFICE	PILOT G2 GEL PENS 0.7MM	20.50			
3978	STAPLES BUSINESS ADVANTAGE	09/05/2024	Regular	0.00	4.15	130122
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
6007397819	Invoice	08/28/2024	STAPLES OFFICE SUPPLY ORDER	0.00	4.15	
401-040-2219	SUPPLIES-OFFICE	SMOOTH PAPER CLIPS/100/10 B	4.15			
3915	STERICYCLE, INC.	09/05/2024	Regular	0.00	48.21	130123
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
8008210824	Invoice	09/03/2024	Monthly Service Stericycle Open PO	0.00	48.21	
416-083-2230	SUPPLIES - MEDICAL	Monthly Service Stericycle Open	48.21			
4312	Universal Waste Systems Inc	09/05/2024	Regular	0.00	885.40	130124
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0003272712	Invoice	09/03/2024	District 5 Waste Services Open PO	0.00	885.40	
405-091-2210	UTILITIES - WATER	District 5 Waste Services Open P	885.40			
4312	Universal Waste Systems Inc	09/05/2024	Regular	0.00	298.51	130125
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0003272709	Invoice	09/03/2024	District 3 Sub & District 4 Waste Services	0.00	298.51	
408-091-2210	UTILITIES - WATER	District 3 Sub Waste Services 10	298.51			
4312	Universal Waste Systems Inc	09/05/2024	Regular	0.00	75.08	130126
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0003272710	Invoice	09/03/2024	District 3 Sub & District 4 Waste Services	0.00	75.08	
409-091-2210	UTILITIES - WATER	District 4 Waste Services 10/24-	75.08			
4312	Universal Waste Systems Inc	09/05/2024	Regular	0.00	831.36	130127
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0003272490	Invoice	09/03/2024	District 3 Waste Services Open PO	0.00	831.36	
408-091-2210	UTILITIES - WATER	District 3 Waste Services Open P	831.36			
4312	Universal Waste Systems Inc	09/05/2024	Regular	0.00	288.81	130128
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0003272489	Invoice	09/03/2024	District 2 Waste Services Open PO	0.00	288.81	
406-091-2210	UTILITIES - WATER	District 2 Waste Services Open P	288.81			
1	WAGNER EQUIPMENT CO.	09/05/2024	Regular	0.00	3,173.01	130129
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
S10W0921649	Invoice	09/03/2024	Maintenance and parts not on contract	0.00	1,621.98	
402-060-2244	MAINTENANCE & REPAIR	Maintenance and parts not on c	1,621.98			
S10W0921650	Invoice	09/03/2024	Service Contract for Cat Equipment	0.00	1,551.03	
402-060-2244	MAINTENANCE & REPAIR	Service Contract for Cat Equipm	1,551.03			
810	WILLARD, VILLAGE OF	09/05/2024	Regular	0.00	546.00	130130

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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		
07-25-2024	Invoice	09/03/2024	Tripple seven road project Willard	0.00	546.00	
	402-060-2253		MAINTENANCE & REPAIR		546.00	
3823	WITMER PUBLIC SAFETY GROUP	09/05/2024	Regular	0.00	38.00	130131
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV531558	Invoice	09/03/2024	Supplies District 2	0.00	38.00	
	406-091-2248		SUPPLIES - SAFETY		38.00	
329	WS DARLEY & CO	09/05/2024	Regular	0.00	275.00	130132
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
17537508	Invoice	09/03/2024	Adapters and Brackets District 5	0.00	275.00	
	405-091-2248		SUPPLIES - SAFETY		275.00	
4585	HAMM, LAUREL	09/05/2024	Regular	0.00	680.00	130133
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SOCORRO NM	Invoice	09/05/2024	TRAVEL TO SOCORRO NM LIVE BURNS IFS	0.00	680.00	
	406-091-2205		TRAVEL - EMPLOYEES		680.00	
5416	CRYSTAL SPRINGS	09/05/2024	Regular	0.00	27.50	130134
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9292755	Invoice	09/04/2024	Crystal Springs	0.00	27.50	
	911-080-2219		SUPPLIES - GENERAL OFFI		27.50	
2630	CTRL+P	09/05/2024	Regular	0.00	242.16	130135
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2024-10270	Invoice	09/05/2024	Ads in The Independent for Smart Choice	0.00	242.16	
	605-022-2221		PRINTING/PUBLISHING/A		242.16	
VEN01165	Healthfront P.C.	09/05/2024	Regular	0.00	1,500.00	130136
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2254	Invoice	09/05/2024	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	
VEN01370	J. J. KELLER & ASSOCIATES, INC.	09/05/2024	Regular	0.00	1,795.00	130137
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9109370470	Invoice	09/05/2024	Safety Management Platform	0.00	1,795.00	
	600-006-2228		SOFTWARE		1,795.00	
284	NMSU Cooperative Extension Service	09/05/2024	Regular	0.00	3,650.00	130138

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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		
14153	Invoice	09/04/2024	NM EDGE Class Credits	0.00	3,650.00	
	401-008-2266	EMPLOYEE TRAINING	New Student Enrollment - Plann		50.00	
	401-008-2266	EMPLOYEE TRAINING	NM EDGE Class Credits - Plannin		1,550.00	
	401-030-2266	EMPLOYEE TRAINING	New Student Enrollment - Treas		50.00	
	401-030-2266	EMPLOYEE TRAINING	NM EDGE Class Credits - Treasur		400.00	
	401-040-2266	EMPLOYEE TRAINING	NM EDGE Class Credits - Assess		500.00	
	401-055-2266	EMPLOYEE TRAINING	NM EDGE Class Credits - Financ		250.00	
	401-056-2266	EMPLOYEE TRAINING	NM EDGE Class Credits - Legal		200.00	
	605-022-2266	EMPLOYEE TRAINING	NM EDGE Class Credits - DWI		650.00	
5106	ORTIZ, ADRIAN	09/05/2024	Regular	0.00	4,000.00	130139
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
FY25-02	Invoice	09/04/2024	Teen Court/CPS Contact	0.00	4,000.00	
	605-022-2271	CONTRACT - OTHER SERV	FY25-02		4,000.00	
107	QWEST CORPORATION	09/05/2024	Regular	0.00	68.74	130140
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 8623	Invoice	09/04/2024	Monthly phone charges- Assessor	0.00	68.74	
	401-096-2207	TELECOMMUNICATIONS	August		68.74	
107	QWEST CORPORATION	09/05/2024	Regular	0.00	278.81	130141
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 8566	Invoice	09/04/2024	Monthly charges Estancia SC	0.00	278.81	
	401-036-2207	TELECOMMUNICATIONS	August		278.81	
107	QWEST CORPORATION	09/05/2024	Regular	0.00	560.21	130142
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 0063	Invoice	09/04/2024	Monthly charges Dispatch	0.00	560.21	
	911-080-2207	TELECOMMUNICATIONS	August		560.21	
107	QWEST CORPORATION	09/05/2024	Regular	0.00	124.46	130143
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 4146	Invoice	09/04/2024	Monthly phone charges- Road	0.00	124.46	
	401-096-2207	TELECOMMUNICATIONS	August		124.46	
107	QWEST CORPORATION	09/05/2024	Regular	0.00	68.24	130144
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 5927	Invoice	09/04/2024	Monthly Charges Dist 5	0.00	68.24	
	405-091-2207	TELECOMMUNICATIONS	August- 5927		68.24	
107	QWEST CORPORATION	09/05/2024	Regular	0.00	134.96	130145
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 2762	Invoice	09/04/2024	Monthly phone charges- Road	0.00	134.96	
	401-096-2207	TELECOMMUNICATIONS	August		134.96	
107	QWEST CORPORATION	09/05/2024	Regular	0.00	39.14	130146
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 7944	Invoice	09/04/2024	Monthly phone charges- Sheriff	0.00	39.14	
	401-096-2207	TELECOMMUNICATIONS	August		39.14	
107	QWEST CORPORATION	09/05/2024	Regular	0.00	128.81	130147

Check Report

Date Range: 08/22/2024 - 09/05/2024

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		
08.2024 4021	Invoice	09/04/2024	Monthly phone charges- Sheriff	0.00	128.81	
	401-096-2207		TELECOMMUNICATIONS August		128.81	
107	QWEST CORPORATION	09/05/2024	Regular	0.00	175.87	130148
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 7571	Invoice	09/04/2024	Monthly charges Moriarty SC	0.00	175.87	
	401-037-2207		TELECOMMUNICATIONS August		175.87	
107	QWEST CORPORATION	09/05/2024	Regular	0.00	141.34	130149
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 7094	Invoice	09/04/2024	Monthly phone charge- Manager	0.00	141.34	
	401-096-2207		TELECOMMUNICATIONS August		141.34	
107	QWEST CORPORATION	09/05/2024	Regular	0.00	246.88	130150
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 9229	Invoice	09/04/2024	Monthly Charges Dist 5	0.00	246.88	
	405-091-2207		TELECOMMUNICATIONS August- 9229		246.88	
107	QWEST CORPORATION	09/05/2024	Regular	0.00	192.95	130151
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 7556	Invoice	09/04/2024	Monthly phone charges- Animal Services	0.00	192.95	
	401-096-2207		TELECOMMUNICATIONS August		192.95	
107	QWEST CORPORATION	09/05/2024	Regular	0.00	65.29	130152
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 0726	Invoice	09/04/2024	Monthly charges Mountainair SC	0.00	65.29	
	401-027-2207		TELECOMMUNICATIONS August		65.29	
107	QWEST CORPORATION	09/05/2024	Regular	0.00	68.74	130153
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 2736	Invoice	09/04/2024	Monthly phone charges- Clerk	0.00	68.74	
	401-096-2207		TELECOMMUNICATIONS August		68.74	
5426	SENERGY PETROLEUM, LLC	09/05/2024	Regular	0.00	4,349.62	130154
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
Sen-885165	Invoice	09/05/2024	Bulk Fuel and Oil	0.00	4,349.62	
	402-060-2202		SUPPLIES - VEHICLE FUEL Bulk Fuel and Oil		4,349.62	
1314	TRIADIC INC.	09/05/2024	Regular	0.00	387.14	130155
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1702314	Invoice	09/04/2024	BUSINESS REGISTRATION PAPER	0.00	387.14	
	401-020-2219		SUPPLIES - GENERAL OFFI BUSINESS REGISTRATION PAPER		387.14	
4312	Universal Waste Systems Inc	09/05/2024	Regular	0.00	267.93	130156
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0003272711	Invoice	09/04/2024	Weekly trash removal service for Animal S	0.00	267.93	
	401-082-2210		UTILITIES - WATER Weekly trash removal 2nd quart		267.93	

Check Report

Date Range: 08/22/2024 - 09/05/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
233	PUBLIC EMPLOYEES RETIREMENT	08/29/2024	Bank Draft	0.00	55,032.72	DFT0000951
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003886	Invoice	08/29/2024	PERA Retirement	0.00	55,032.72	
	401-000-9001		Payroll Liabilities		10,880.22	
	401-000-9001		Payroll Liabilities		33,626.78	
	401-000-9001		Payroll Liabilities		8,117.49	
	401-000-9001		Payroll Liabilities		2,408.23	
448	NM TAXATION & REVENUE	08/29/2024	Bank Draft	0.00	8,285.48	DFT0000952
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003887	Invoice	08/29/2024	State Tax	0.00	8,285.48	
	401-000-9001		Payroll Liabilities		8,285.48	
1656	INTERNAL REVENUE SERVICE	08/29/2024	Bank Draft	0.00	52,333.99	DFT0000953
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003888	Invoice	08/29/2024	Federal Tax	0.00	52,333.99	
	401-000-9001		Payroll Liabilities		26,604.42	
	401-000-9001		Payroll Liabilities		18,331.97	
	401-000-9001		Payroll Liabilities		7,397.60	
233	PUBLIC EMPLOYEES RETIREMENT	08/27/2024	Bank Draft	0.00	15.01	DFT0000954
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003890	Invoice	08/27/2024	PERA Retirement	0.00	15.01	
	401-000-9001		Payroll Liabilities		12.10	
	401-000-9001		Payroll Liabilities		2.91	
448	NM TAXATION & REVENUE	08/27/2024	Bank Draft	0.00	3.13	DFT0000955
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003891	Invoice	08/27/2024	State Tax	0.00	3.13	
	401-000-9001		Payroll Liabilities		3.13	
1656	INTERNAL REVENUE SERVICE	08/27/2024	Bank Draft	0.00	16.20	DFT0000956
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003892	Invoice	08/27/2024	Federal Tax	0.00	16.20	
	401-000-9001		Payroll Liabilities		7.94	
	401-000-9001		Payroll Liabilities		1.86	
	401-000-9001		Payroll Liabilities		6.40	
233	PUBLIC EMPLOYEES RETIREMENT	08/27/2024	Bank Draft	0.00	299.60	DFT0000957
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003895	Invoice	08/27/2024	PERA Retirement	0.00	299.60	
	401-000-9001		Payroll Liabilities		241.34	
	401-000-9001		Payroll Liabilities		58.26	
448	NM TAXATION & REVENUE	08/27/2024	Bank Draft	0.00	46.95	DFT0000958
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003896	Invoice	08/27/2024	State Tax	0.00	46.95	
	401-000-9001		Payroll Liabilities		46.95	
1656	INTERNAL REVENUE SERVICE	08/27/2024	Bank Draft	0.00	1,685.39	DFT0000959

Check Report

Date Range: 08/22/2024 - 09/05/2024

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		
INV0003897	Invoice	08/27/2024	Federal Tax	0.00	1,685.39	
401-000-9001	Payroll Liabilities		Federal Tax		165.01	
401-000-9001	Payroll Liabilities		FICA Tax		1,232.14	
401-000-9001	Payroll Liabilities		Medicare Taxes		288.24	

Bank Code Main Checking Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	201	169	0.00	501,677.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	-515.87
Bank Drafts	9	9	0.00	117,718.47
EFT's	1	1	0.00	1,620.22
	211	186	0.00	620,500.18

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	201	169	0.00	501,677.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	-515.87
Bank Drafts	9	9	0.00	117,718.47
EFT's	1	1	0.00	1,620.22
	211	186	0.00	620,500.18

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	8/2024	318,516.94
999	Pooled Cash	9/2024	301,983.24
			620,500.18



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 10



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 11 A



**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2024-_____**

CERTIFICATE OF TAX RATES ORDER

WHEREAS, the Department of Finance and Administration of the State of New Mexico has sent its Order Setting Property Tax Rates for Fiscal year 2025 to the County of Torrance; and

WHEREAS, the Board of County Commissioners of Torrance County is mandated by NMSA 1978 Statute 70-38-34 to issue its own written Order imposing tax rates in conformance with amounts in the Order from the Department of Finance and Administration; and

WHEREAS, this written order must be issued within five days of the receipt of the Order sent by the Department of Finance Administration; and

WHEREAS, the Torrance County Board of County Commissioners acknowledges the receipt of imposed property tax rates pursuant to state law.

IT IS HEREBY ORDERED on this 11th day of September, 2024, that the property taxes rates for Torrance County for the Fiscal year 2025 conform with the Certificate of Tax Rates transmitted with the Order from the Department of Finance and Administration for tax year 2024, and that a copy of the Order with the Certificate of Tax Rates, when received by the County Manager, be delivered immediately to the Torrance County Assessor.

NOW THEREFORE, be it resolved by the Board of County Commissioners, the governing body of the County of Torrance, that this Order having been duly heard is hereby adopted.

DONE THIS 11TH DAY OF SEPTEMBER, 2024.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

Michael I. Garcia, County Attorney

Ryan Schwebach, Chair, District 2

ATTEST:

Kevin McCall, Vice Chair, District 1

Linda Jaramillo, County Clerk

Samuel D. Schropp, Member, District 3

Certificate of Property Tax Rates in Mills
Torrance County
Tax Year 2024

OVERALL COUNTY NET TAXABLE VALUE: \$546,036,065

Property Classification	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential
Tax District	13 IN R	13 IN NR	13 OUT R	13 OUT NR	16 IN R	16 IN NR
Municipality	Mountainair (Town)	Mountainair (Town)			Encino (Village)	Encino (Village)
Public School District	Mountainair	Mountainair	Mountainair	Mountainair	Vaughn	Vaughn
College District						
Taxable Value	8,271,234	4,986,871	21,313,965	50,274,185	537,341	2,804,138
Mill Levies for State, County, Municipality, and School District						
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360
Total State	1.360	1.360	1.360	1.360	1.360	1.360
County Debt Service	0.191	0.191	0.191	0.191	0.191	0.191
County Operational	11.850	11.850	11.850	11.850	11.850	11.850
Total County	12.041	12.041	12.041	12.041	12.041	12.041
Municipal Operational	4.689	6.747	-	-	1.712	1.662
Total Municipal	4.689	6.747	0.000	0.000	1.712	1.662
School District Operational	0.463	0.500	0.463	0.500	0.500	0.500
School District Debt Service	0.440	0.440	0.440	0.440	3.529	3.529
School Capital Improvement (Senate Bill 9 Levy)	1.982	2.000	1.982	2.000	2.000	2.000
School District Ed. Tech. Debt Service	3.061	3.061	3.061	3.061	-	-
School Building (House Bill 33 Levy)	-	-	-	-	0.650	-
Total School District	5.946	6.001	5.946	6.001	6.679	6.029
Total State, County, Municipal and School District	24.036	26.149	19.347	19.402	21.792	21.092

Tax District	13 IN R	13 IN NR	13 OUT R	13 OUT NR	16 IN R	16 IN NR
Mill Levies for College and Hospital						
Total Higher Education	0.000	0.000	0.000	0.000	0.000	0.000
Total Hospital	0.000	0.000	0.000	0.000	0.000	0.000
Total College and Hospital	0.000	0.000	0.000	0.000	0.000	0.000
Grand Total State, County, Municipal, Public School, College, Hospital	24.036	26.149	19.347	19.402	21.792	21.092
Mill Levies for Other Taxing Entities						
Carrizozo SWCD						
Operational (Not Yield Controlled)	-	-	-	-	-	-
Claunch-Pinto SWCD						
Operational (Not Yield Controlled)	-	-	1.000	1.000	-	-
East Torrance SWCD						
Operational (Not Yield Controlled)	-	-	1.000	1.000	1.000	1.000
Edgewood SWCD						
Operational (Not Yield Controlled)	-	-	-	-	-	-
Total Other	0.000	0.000	2.000	2.000	1.000	1.000
Grand Total	24.036	26.149	21.347	21.402	22.792	22.092

Property Classification	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential
Tax District	16 OUT R	16 OUT NR	20/35 R	20/35 NR	7 IN R	7 IN NR
Municipality					Estancia (Town)	Estancia (Town)
Public School District	Vaughn	Vaughn	Corona	Corona	Estancia	Estancia
College District						
Taxable Value	1,143,200	38,149,326	2,039,145	11,926,814	8,425,846	18,513,795
Mill Levies for State, County, Municipality, and School District						
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360
Total State	1.360	1.360	1.360	1.360	1.360	1.360
County Debt Service	0.191	0.191	0.191	0.191	0.191	0.191
County Operational	11.850	11.850	11.850	11.850	11.850	11.850
Total County	12.041	12.041	12.041	12.041	12.041	12.041
Municipal Operational	-	-	-	-	2.322	2.750
Total Municipal	0.000	0.000	0.000	0.000	2.322	2.750
School District Operational	0.500	0.500	0.494	0.478	0.500	0.493
School District Debt Service	3.529	3.529	3.500	3.500	5.544	5.544
School Capital Improvement (Senate Bill 9 Levy)	2.000	2.000	1.976	1.911	2.000	2.000
School District Ed. Tech. Debt Service	-	-	-	-	-	-
School Building (House Bill 33 Levy)	0.650	-	-	-	-	-
Total School District	6.679	6.029	5.970	5.889	8.044	8.037
Total State, County, Municipal and School District	20.080	19.430	19.371	19.290	23.767	24.188

Tax District	16 OUT R	16 OUT NR	20/35 R	20/35 NR	7 IN R	7 IN NR
Mill Levies for College and Hospital						
Total Higher Education	0.000	0.000	0.000	0.000	0.000	0.000
Total Hospital	0.000	0.000	0.000	0.000	0.000	0.000
Total College and Hospital	0.000	0.000	0.000	0.000	0.000	0.000
Grand Total State, County, Municipal, Public School, College, Hospital	20.080	19.430	19.371	19.290	23.767	24.188
Mill Levies for Other Taxing Entities						
Carrizozo SWCD						
Operational (Not Yield Controlled)	-	-	1.000	1.000	-	-
Claunch-Pinto SWCD						
Operational (Not Yield Controlled)	1.000	1.000	1.000	1.000	-	-
East Torrance SWCD						
Operational (Not Yield Controlled)	1.000	1.000	-	-	1.000	1.000
Edgewood SWCD						
Operational (Not Yield Controlled)	-	-	-	-	-	-
Total Other	2.000	2.000	2.000	2.000	1.000	1.000
Grand Total	22.080	21.430	21.371	21.290	24.767	25.188

Property Classification	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential
Tax District	7 OUT R	7 OUT NR	7W IN R	7W IN NR	8 IN R	8 IN NR
Municipality			Willard (Village)	Willard (Village)	Moriarty (City)	Moriarty (City)
Public School District	Estancia	Estancia	Estancia	Estancia	Moriarty	Moriarty
College District						
Taxable Value	43,506,246	90,929,447	1,103,704	1,308,574	21,914,323	34,489,816
Mill Levies for State, County, Municipality, and School District						
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360
Total State	1.360	1.360	1.360	1.360	1.360	1.360
County Debt Service	0.191	0.191	0.191	0.191	0.191	0.191
County Operational	11.850	11.850	11.850	11.850	11.850	11.850
Total County	12.041	12.041	12.041	12.041	12.041	12.041
Municipal Operational	-	-	5.169	5.225	2.018	2.213
Total Municipal	0.000	0.000	5.169	5.225	2.018	2.213
School District Operational	0.500	0.493	0.500	0.493	0.384	0.499
School District Debt Service	5.544	5.544	5.544	5.544	8.151	8.151
School Capital Improvement (Senate Bill 9 Levy)	2.000	2.000	2.000	2.000	1.989	1.994
School District Ed. Tech. Debt Service	-	-	-	-	-	-
School Building (House Bill 33 Levy)	-	-	-	-	-	-
Total School District	8.044	8.037	8.044	8.037	10.524	10.644
Total State, County, Municipal and School District	21.445	21.438	26.614	26.663	25.943	26.258

Tax District	7 OUT R	7 OUT NR	7W IN R	7W IN NR	8 IN R	8 IN NR
Mill Levies for College and Hospital						
Total Higher Education	0.000	0.000	0.000	0.000	0.000	0.000
Total Hospital	0.000	0.000	0.000	0.000	0.000	0.000
Total College and Hospital	0.000	0.000	0.000	0.000	0.000	0.000
Grand Total State, County, Municipal, Public School, College, Hospital	21.445	21.438	26.614	26.663	25.943	26.258
Mill Levies for Other Taxing Entities						
Carrizozo SWCD						
Operational (Not Yield Controlled)	1.000	1.000	-	-	-	-
Claunch-Pinto SWCD						
Operational (Not Yield Controlled)	1.000	1.000	-	-	-	-
East Torrance SWCD						
Operational (Not Yield Controlled)	1.000	1.000	1.000	1.000	-	-
Edgewood SWCD						
Operational (Not Yield Controlled)	1.000	1.000	-	-	-	-
Total Other	4.000	4.000	1.000	1.000	0.000	0.000
Grand Total	25.445	25.438	27.614	27.663	25.943	26.258

Property Classification	Residential	Non-Residential
Tax District	8 OUT R	8 OUT NR
Municipality		
Public School District	Moriarty	Moriarty
College District		
Taxable Value	111,361,580	73,036,515
Mill Levies for State, County, Municipality, and School District		
State Debt Service	1.360	1.360
Total State	1.360	1.360
County Debt Service	0.191	0.191
County Operational	11.850	11.850
Total County	12.041	12.041
Municipal Operational	-	-
Total Municipal	0.000	0.000
School District Operational	0.384	0.499
School District Debt Service	8.151	8.151
School Capital Improvement (Senate Bill 9 Levy)	1.989	1.994
School District Ed. Tech. Debt Service	-	-
School Building (House Bill 33 Levy)	-	-
Total School District	10.524	10.644
Total State, County, Municipal and School District	23.925	24.045

Tax District	8 OUT R	8 OUT NR
Mill Levies for College and Hospital		
Total Higher Education	0.000	0.000
Total Hospital	0.000	0.000
Total College and Hospital	0.000	0.000
Grand Total State, County, Municipal, Public School, College, Hospital	23.925	24.045
Mill Levies for Other Taxing Entities		
Carrizozo SWCD		
Operational (Not Yield Controlled)	-	-
Claunch-Pinto SWCD		
Operational (Not Yield Controlled)	-	-
East Torrance SWCD		
Operational (Not Yield Controlled)	1.000	1.000
Edgewood SWCD		
Operational (Not Yield Controlled)	1.000	1.000
Total Other	2.000	2.000
Grand Total	25.925	26.045

Livestock Mill Levies

Category	Rate	Applicable Tax Districts
Cattle Indemnity	9.604	7 OUT,7 OUT,7 OUT,7 OUT,8 OUT,8 OUT,8 OUT,8 OUT,13 IN,13 IN,13 OUT,13 OUT,13 OUT,13 OUT,16 IN,16 IN,7 IN,7 IN,16 OUT,16 OUT,16 OUT,16 OUT,20/35,20/35,20/35,20/35
Sheep/Goats/Swine/Alpaca	9.088	7 OUT,7 OUT,7 OUT,7 OUT,7 OUT,7 OUT,7 OUT,7 OUT,7 OUT,7 OUT,7 OUT,7 OUT,7 OUT,7 OUT,7 OUT,8 OUT,8 OUT,8 OUT,8 OUT,8 OUT,8 OUT,8 OUT,8 OUT,8 OUT,13 OUT,13 OUT,13 OUT,13 OUT,13 OUT,13 OUT,13 OUT,13 OUT,13 OUT,13 OUT,13 OUT,13 OUT,13 OUT,13 OUT,13 OUT,13 OUT,16 IN,16 IN,16 IN,7 IN,7 IN,16 OUT,16 OUT,16 OUT,16 OUT,16 OUT,16 OUT,16 OUT,16 OUT,16 OUT,16 OUT,16 OUT,20/35,20/35,20/35,20/35,20/35,20/35,20/35,20/35
Dairy Cattle	4.754	7 OUT,7 OUT,7 OUT,7 OUT,8 OUT,8 OUT,8 OUT,8 OUT,13 OUT,13 OUT,13 OUT,13 OUT,16 IN,16 OUT,20/35
Bison/Camelids/Ratite	7.945	7 OUT,7 OUT,7 OUT,7 OUT,7 OUT,13 OUT,13 OUT,20/35,20/35,20/35
Horses/Asses/Mules	9.371	7 OUT,7 OUT,7 OUT,7 OUT,8 OUT,8 OUT,8 OUT,8 OUT,13 OUT,13 OUT,13 OUT,13 OUT,16 IN,16 IN,7 IN,16 OUT,16 OUT,16 OUT,16 OUT,20/35,20/35,20/35,20/35

Other Assessments

Category	Taxing Entity	Description
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Footnotes

	Tax District	Classification	Assessment	Footnote
(1)	20/35			Total School District to Corona Board of Education
(2)	16 IN			Total School District to Vaughn Board of Education
(3)	16 OUT			Total School District to Vaughn Board of Education

Amendments

Date	Description
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 11 B



**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2024-**

Budget Adjustments

WHEREAS, the Torrance County Commission in regular session on Wednesday, September 11, 2024, did authorize budget adjustments to the FY2024-2025 budget; *and*

WHEREAS, budget adjustments require approval from the Department of Finance and Administration; *and*

WHEREAS, Torrance County requests approval for the budget adjustments set forth in the attached *Schedule A and Schedule B*.

NOW, THEREFORE, BE IT RESOLVED that the Torrance County Board of County Commissioners authorizes the attached budget adjustments in *Schedule A and Schedule B* and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

AUTHORIZED this 11th day of September 2024.

APPROVED AS TO FORM ONLY: **TORRANCE COUNTY BOARD OF COMMISSIONERS**

County Attorney

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

ATTEST:

Linda Jaramillo, Torrance County Clerk



Torrance County

Resolution 2024-

Budget Adjustment

Schedule A

Budget Increase

Torrance County FY2024 Budget (LGBMS line item structure)

Fund	Department	Account	Adjustment
22300 DWI Fund	3006 DWI Prevention	57999 Other Operating Costs	12,253.00
29900 Other Special Revenue	0001 No Department	46010 Contributions/Donations	4,573.00
29900 Other Special Revenue	2002 General Administration	56999 Supplies - Other	4,573.00
11000 General Operating Fund	0001 No Department	61200 Transfers Out	32,400.00
22200 County Fire Gross Receipts	0001 No Department	61100 Transfers In	32,400.00
20910 FY25-100%- Firefighter R	0001 No Department	47120 State - Fire Fighter Appropriation	750,000.00
20910 FY25-100%- Firefighter R	3002 Fire Protection	51020 Salaries - Full-Time Positions	485,472.00
20910 FY25-100%- Firefighter R	3002 Fire Protection	52999 Other Employee Benefits	264,528.00
22200 County Fire Gross Receipts	2002 General Administration	57140 Rent of Land/Building	32,400.00

1,618,599.00



Torrance County

Resolution 2024-_____

Budget Adjustment

Schedule B

Budget Increase

Torrance County FY2024 Budget (Tyler ERPPro 10 line item structure)

Budget Increase					
Revenue			Expenditure		
Tyler Line Item	Description	Amount	Tyler Line Item	Description	Amount
430-000-1400	Donations	\$ 4,573	430-082-2223	Kennel Supplies	\$ 4,573
			416-083-2204	Rent of Building/Land	\$ 32,400
632-000-1140	Firefighter Recruitment 24-ZI5036-56	\$ 750,000	632-083-2063	Retirement	\$ 76,978
			632-083-2064	FICA/Medicare	\$ 37,139
			632-083-2065	Health and Medical Premiums	\$ 130,702
			632-083-2067	Retiree Health Care	\$ 9,709
			632-083-2102	Salaries-Full Time Positions	\$ 485,472
			632-083-2104	Salaries - Overtime	\$ 10,000
605-000-0999	Fund Balance	\$ 12,253	605-003-2302	Funding Reversion	\$ 12,253
REVENUE TOTAL		\$ 766,826	EXPENSE TOTAL		\$ 799,226

Cash Transfer					
Transfer From:			Transfer To:		
Line Item	Description	Amount	Line Item	Description	Amount
401-000-1952	Transfer Out	\$ 32,400	416-000-1950	Transfer In	\$ 32,400
	Transfer Out			Transfer In	
Total		\$ 32,400	Total		\$ 32,400



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 11 C



**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2024-_____**

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

WHEREAS, Torrance County and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and

WHEREAS, the total cost of the project will be \$288,908 to be funded in proportional shares by the parties as follows:

New Mexico Department of Transportation's share shall be 75% or **\$216,681**

Torrance County's proportional matching share shall be 25% or **\$72,227**

Torrance County shall pay all costs that exceed the total project budget of \$288,908; and

WHEREAS, Torrance County acknowledges the project for this Cooperative Agreement is adopted and has a priority standing; and

WHEREAS, the agreement terminates on December 31, 2025, and Torrance County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into the written agreement; and

WHEREAS, the Project Termini is as follows:

County Roads- La Para Rd. *start project at Hwy 337 proceed W. 1.7 miles to end of project*

Fourth of July Rd * start project at Hwy 55 proceed W. for 1 mile to end of project*

Camino Del Rey Rd *from Hwy 337 proceed W. 1.7 miles to end of project*

4.4 miles total.

NOW, THEREFORE BE IT RESOLVED, by the Torrance County Board of Commissioners that this Cooperative Agreement Project CAP, control number HW2L500594 with the New Mexico Department of Transportation for LGRF Project for years 2024-2025, is hereby approved.

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DONE THIS 11TH DAY OF SEPTEMBER, 2024.

APPROVED AS TO FORM ONLY:

Michael I. Garcia, County Attorney

ATTEST:

Linda Jaramillo, County Clerk

BOARD OF COUNTY COMMISSIONERS

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

Contract No. _____
Vendor No. 0000054405
Control No. HW2L500594

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

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

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L500594, and the Public Entity's resolution attached as **Exhibit C**. See:

Pavement Rehabilitation/Improvements blading & shaping on various county roads

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

2. Project Funding.

- a. The estimated total cost for the Project is **Two Hundred Eighty Eight Thousand Nine Hundred Eight Dollars and No Cents (\$288,908)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2025 Local Government Road Fund</u>	\$216,681	\$72,227	\$288,908
For the purpose stated above in Section 1.			
Total Project Cost \$288,908			

CAP

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

3. The Department Shall:

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

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

4. The Public Entity Shall:

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

and Cost form, attached as **Exhibit B**.

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

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2025**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

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

d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not

limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

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

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Torrance County

By: _____

Date: 09/11/2024

Title: Commission Chair

Attest: _____
Torrance County Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

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

_____ and completed on _____, 20____; and

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

Name

Date

Print Name

Title

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK:

[illegible]



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 11 D



**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2024-_____**

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

WHEREAS, Torrance County and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and

WHEREAS, the total cost of the project will be \$125,740 to be funded in proportional shares by the parties as follows:

New Mexico Department of Transportation's share shall be 75% or **\$94,305**

Torrance County's proportional matching share shall be 25% or **\$31,435**

Torrance County shall pay all costs that exceed the total project budget of \$125,740; and

WHEREAS, Torrance County acknowledges the project for this Cooperative Agreement is adopted and has a priority standing; and

WHEREAS, the agreement terminates on December 31, 2025, and Torrance County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into the written agreement; and

WHEREAS, the Project Termini is as follows:

County Roads- Ballenger Ranch Rd. *from State Hwy 217 proceed E. on Ballenger Ranch Rd. for 2 miles to start of project at county line, proceed 1 mile to end of project*

Juan Tomas Rd. *from State Hwy 217 go E. on Juan Tomas for 1 mile to start of project at County line, proceed 1 mile to end of project**

2 Miles total

NOW, THEREFORE BE IT RESOLVED, by the Torrance County Board of Commissioners that this Cooperative Agreement Project SB, control number HW2L500600 with the New Mexico Department of Transportation for LGRF Project for years 2024-2025, is hereby approved.

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36 **DONE THIS 11TH DAY OF SEPTEMBER 2024.**

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38 **APPROVED AS TO FORM ONLY:**

BOARD OF COUNTY COMMISSIONERS

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Michael I. Garcia, County Attorney

Ryan Schwebach, Chair, District 2

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43 **ATTEST:**

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Kevin McCall, Vice Chair, District 1

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Linda Jaramillo, County Clerk

Samuel D. Schropp, Member, District 3

Contract No. _____
Vendor No. 0000054405
Control No. HW2L500600

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

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

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L500600, and the Public Entity’s resolution attached as **Exhibit C**. See:

Pavement Rehabilitation/Improvements blading & shaping on various county roads

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

2. Project Funding.

- a. The estimated total cost for the Project is **One Hundred Twenty Five Thousand Seven Hundred Forty Dollars and No Cents (\$125,740)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2025 Local Government Road Fund</u>	\$94,305	\$31,435	\$125,740
For the purpose stated above in Section 1.			
Total Project Cost \$125,740			

SB

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

3. The Department Shall:

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

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

4. The Public Entity Shall:

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

and Cost form, attached as **Exhibit B**.

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

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2025**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

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

d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not

limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

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

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Torrance County

By: _____

Date: 09/11/2024

Title: Commission Chair

Attest: _____
Torrance County Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

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

_____ and completed on _____, 20____; and

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

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

[illegible]



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 11 E



**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2024-_____**

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

WHEREAS, Torrance County and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and

WHEREAS, the total cost of the project will be \$83,099 to be funded in proportional shares by the parties as follows:

New Mexico Department of Transportation's share shall be 75% or \$62,324

Torrance County's proportional matching share shall be 25% or \$20,775

Torrance County shall pay all costs that exceed the total project budget of \$83,099; and

WHEREAS, Torrance County acknowledges the project for this Cooperative Agreement is adopted and has a priority standing; and

WHEREAS, the agreement terminates on December 31, 2025, and Torrance County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into the written agreement; and

WHEREAS, the Project Termini is as follows:

County Roads- Chula Vista Ave. *from Hwy 41 proceed West 1 mile on Otero Rd. to start of project, continue North on Chula Cista Ave. 1 mile to Estancia Del Norte to end of project*

Rio Vista Ave *from Hwy 41 proceed West on Otero Rd. for .6 tenths of a mile to start of project, continue North on Rio Vista Ave for 1 mile to end of project*

2 Mile total

NOW, THEREFORE BE IT RESOLVED, by the Torrance County Board of Commissioners that this Cooperative Agreement Project SP, control number HW2L500570 with the New Mexico Department of Transportation for LGRF Project for years 2024-2025, is hereby approved.

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DONE THIS 11TH DAY OF SEPTEMBER 2024.

APPROVED AS TO FORM ONLY:

Michael I. Garcia, County Attorney

ATTEST:

Linda Jaramillo, County Clerk

BOARD OF COUNTY COMMISSIONERS

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

Contract No. _____
Vendor No. 0000054405
Control No. HW2L500570

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

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

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L500570, and the Public Entity’s resolution attached as **Exhibit C**. See:

Pavement Rehabilitation/Improvements blading & shaping on various county roads

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

2. Project Funding.

- a. The estimated total cost for the Project is **Eighty Three Thousand Ninety Nine Dollars and No Cents (\$83,099)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2025 Local Government Road Fund</u>	\$62,324	\$20,775	\$83,099
For the purpose stated above in Section 1.			
			Total Project Cost \$83,099

SP

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

3. The Department Shall:

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

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

4. The Public Entity Shall:

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

and Cost form, attached as **Exhibit B**.

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

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2025**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

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

d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not

limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

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

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Torrance County

By: _____
Title: Commission Chair

Date: 09/11/2024

Attest: _____
Torrance County Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

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

_____ and completed on _____, 20____; and

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

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF WORK: _____

[illegible]



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 B



Tablet Command

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: Ryan Schwebach	Name: William Pigeon
Title: Commission Chair	Title: CEO
Address for Notice: PO Box 48 Estancia, NM 87016 invoices@tcnm.us	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 C.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. 12 C.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 NMED 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 Environment Department (“NMED”) awarded funds to the Borrower/Grantee and in order to secure such award, the Borrower/Grantee must procure fiscal administration services, satisfactory to the NMED, 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 NMED.

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 NMED 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 NMED such records or access to records relative to the services outlined in this Agreement.
3. Immediately notify the Borrower/Grantee and the NMED 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 NMED.

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 NMED.

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
NMED	Name:	New Mexico Environment Department
	Address:	1190 St. Francis Dr. Suite N4050 Santa Fe, NM 87502-5469

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 ENVIRONMENT DEPARTMENT**

BY _____ DATE _____



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 C.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 5TH 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. 12 D

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

Agenda Item
No. 12 E



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TORRANCE COUNTY
AND THE
MID REGION COUNCIL OF GOVERNMENTS**

This Intergovernmental Agreement hereinafter (“Agreement”) is entered into on 11th day of September, 2024, by and between the Mid Region Council of Governments, hereinafter called MRCOG, a regional planning organization of the State of New Mexico and Torrance County, collectively referred to as the “Parties”.

RECITALS

WHEREAS, MRCOG was established pursuant to the Regional Planning Act, Sections 3-56-1 NMSA 1978, et seq. and is the regional council of state planning and development district number 3 as provided in the Planning District Act, Sections 4-58-1 NMSA 1978, et seq. and is a local public body as defined in Article 6, Local Government Finances Section 6-6-1 NMSA 1978; and

WHEREAS, in the 2024 Legislative Session, in the General Appropriation Act, as appropriated and enacted by Governor Michelle Lujan Grisham, the Government Results and Opportunity Fund (GRO Fund) was established and contains several appropriations that support the efforts of numerous entities within the Central Region of the State;

WHEREAS, the legislation further articulated that the MRCOG would act as the fiscal agent and be legally charged with the management of all funding, utilization, and administration of said funds in alignment with all applicable State laws and requirements;

WHEREAS, MRCOG has the necessary expertise, staff and experience to serve as the fiscal agent for designated GRO Fund projects, including but not limited to reimbursement procedures, procurement processes, oversight and issuance of contracts and project management;

WHEREAS, Torrance County is a standing member of MRCOG; and

WHEREAS, MRCOG wishes to engage Torrance County to implement the proposed project(s) based on its knowledge and experience with project development, and the utilization of funds and accountability that comes with government funding.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

This Agreement is entered into by and between Torrance County and MRCOG pursuant to the following purposes, conditions and terms:

Section 1. PURPOSE. The purpose of the Agreement shall be for Torrance County to manage, implement, procure, deliver, report, and be reimbursed for the following designated Project(s).

- Appropriation Project #1 – 24-ID075 – Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) for programmatic costs and resources for Torrance County road department. Funds unexpended by June 30, 2026, will be reverted to the State of New Mexico's general fund.
- Appropriation Project #2 – 24-ID076 – One Hundred Sixty Thousand Dollars and Zero Cents (\$160,000.00) for programmatic costs and resources for the Torrance County sheriff's office patrol. Funds unexpended by June 30, 2026, will be reverted to the State of New Mexico's general fund.

Section 2. SCOPE OF WORK

1. MRCOG Fiscal Agency Services:

- MRCOG fully understands that it is ultimately responsible for ensuring that project(s) funds are expended in compliance with all applicable laws, regulations, municipal ordinances and grant Agreement(s) and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant Agreement(s);
- MRCOG will provide oversight to Torrance County in preparing requests for bid (RFB) or requests for proposals (RFP) in accordance with the New Mexico Procurement Code, NMSA § 13-1-1 et seq.;
- MRCOG will coordinate with the purchasing agent designated by Torrance County to oversee the procurement process and administration of any contracts awarded for the Project;
- MRCOG will review, approve, and submit to the Department of Finance and Administration (DFA) all reimbursement requests including supporting documentation and project invoices in a timely manner.

2. Torrance County's Role and Responsibilities:

- Understand that this funding is part of two-year Agreement that can be expended sooner and as needed. GRO Fund appropriations are non-recurring. The entity nor its sub-contractors should not request that this appropriation be added to or renewed prior to that entire two-year period expiring.
- Torrance County will provide MRCOG a project Scope of Work and a project budget delineating all anticipated project expenditures using the GRO Fund Budget Template provided by MRCOG.

- Torrance County will submit reimbursement requests to MRCOG utilizing the Reimbursement Request Template. Refer to the provided GRO Fund Reimbursement Request Template document for instructions.
- Adhere to all grant Agreement(s) provisions and requirements as detailed.
- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant Agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant Agreement;
- Commit to all legitimate payments to be reimbursed through the Department of Finance and Administration process;
- Properly procuring, vetting, and managing all sub-contractors with MRCOG approval and in accordance with local and State procurement codes;
- Assist MRCOG in making appropriate entries into the accounting records for the transaction(s) handled by Torrance County and the MRCOG as the fiscal agent;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant Agreement;
- Provide quarterly reporting and accounting for each appropriation including but not limited to amount encumbered, expenses, balance, and project status;

Section 3. METHOD OF PAYMENT/REIMBURSEMENT. Torrance County shall present to MRCOG invoices and supporting documentation for project expenses. MRCOG will review all reimbursement requests and documentation and submit a reimbursement request to DFA for processing. Payment for the reimbursable expenses shall be made within thirty (30) days of submittal subject to MRCOG's receipt of funds from DFA.

Section 4. TERM. Work pursuant to this Agreement shall be effective as of July 1, 2024, and be completed no later than June 30, 2026.

Section 5. TERMINATION. Either party may terminate this Agreement upon 30 days written notice. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination.

Section 6. AMENDMENT. This Agreement may be amended at any time by mutual Agreement of the parties. Any amendment shall be in writing and executed by the Parties.

Section 7. COMPLIANCE WITH LAWS: The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper in the Second Judicial District Court of Bernalillo County in Albuquerque, New Mexico.

Section 8. STATUS. MRCOG, its employees and agents performing the services pursuant to

this Agreement are not employees of Torrance County. The MRCOG and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Torrance County vehicles, or any other benefits afforded to employees of Torrance County.

Section 9. ASSIGNMENT. The MRCOG 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 both Parties.

Section 10. SUBCONTRACTING. The MRCOG may not subcontract portions of the services to be performed under this Agreement without the prior written approval of Torrance County.

Section 11. APPROPRIATIONS. The terms of this Agreement are contingent upon sufficient funds being made available by the LGD/DFA of the State of New Mexico for the performance of this Agreement. If sufficient funds are not made available, this Agreement shall terminate. Termination pursuant to this section shall be effective upon written notice being given by the Torrance County to MRCOG. MRCOG shall not be responsible for payment of any invoice submitted pursuant to this Agreement if DFA does not approve a reimbursement request or does not provide payments to MRCOG.

Section 12. RELEASE. The MRCOG, upon final payment of all Agreements due under this Agreement, shall release Torrance County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

Section 13. LIABILITY. Each Party shall be solely responsible for its own actions and for the actions of its employees, officers or agents under this Agreement. Nothing herein shall be deemed to waive any and all limitations on liability and other protections under the New Mexico Tort Claims Act. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of any Party when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this agreement.

Section 14. 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.

Section 15. NOTICE. The contact person for each Party and to whom any notice hereunder shall be given are as follows:

Torrance County
Tracy L. Sedillo, Interim County Manager
205 S. Nineth Street
Estancia, NM 87016
505-544-4700
505-384-5294 (fax)

MID REGION COUNCIL OF GOVERNMENTS
Dewey V. Cave, Executive Director
809 Copper Avenue, NW
Albuquerque, NM 87102
505-247-1750
505-247-1753 (fax)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates specified below.

MID REGION COUNCIL OF GOVERNMENTS

By: _____
Dewey V. Cave, Executive Director

Date: _____, 2024

Approved as to form and legal
sufficiency by the MRCOG legal counsel

By: _____
Larry Horan, General Counsel

Date: _____, 2024

TORRANCE COUNTY COMMISSION

APPROVED, ADOPTED, AND PASSED on this 11th day of September, 2024.

Ryan Schwebach, Commission Chair

Attest: Clerk/Treasurer, etc.

Approved as to form and legal
sufficiency by Torrance County legal counsel

By: _____

Date: _____, 2024

2024 GRO Fund
Budget Summary

Please complete budget summary below. Cells in gray are formulas. Please complete the detail in the related tab, if applicable

	Total
Personnel Wages & Salaries	\$ -
Personnel Fringe Benefits	\$ -
Facilities Rental	\$ -
Materials & Supplies	
Insurance	
Telephone (Cell)	
Dues, Fees, Memberships	
Software	
Postage/ Shipping	
Maintenance	
I.T. Services	
Training Expenses	
Equipment	\$ 360,000.00
Professional Services	
Outreach/advertising	
Other line items as appropriate:	
Total Budget	\$ 360,000.00



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 F



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TORRANCE COUNTY
AND THE
MID REGION COUNCIL OF GOVERNMENTS**

This Intergovernmental Agreement, hereinafter (“Agreement”) is entered into on 11th day of September, 2024, by and between the Mid Region Council of Governments, hereinafter called MRCOG, a regional planning organization of the State of New Mexico and Torrance County, collectively referred to as the “Parties”.

RECITALS

WHEREAS, MRCOG was established pursuant to the Regional Planning Act, Sections 3-56-1 NMSA 1978, et seq. and is the regional council of state planning and development district number 3 as provided in the Planning District Act, Sections 4-58-1 NMSA 1978, et seq. and is a local public body as defined in Article 6, Local Government Finances Section 6-6-1 NMSA 1978; and

WHEREAS, in the 2024 Legislative Session, in the General Appropriation Act, as appropriated and enacted by Governor Michelle Lujan Grisham, the Government Results and Opportunity Fund (GRO Fund) was established and contains several appropriations that support the efforts of numerous entities within the Central Region of the State;

WHEREAS, the legislation further articulated that the MRCOG would act as the fiscal agent and be legally charged with the management of all funding, utilization, and administration of said funds in alignment with all applicable State laws and requirements;

WHEREAS, MRCOG has the necessary expertise, staff and experience to serve as the fiscal agent for designated GRO Fund projects, including but not limited to reimbursement procedures, procurement processes, oversight and issuance of contracts and project management;

WHEREAS, Torrance County is a standing member of MRCOG; and

WHEREAS, MRCOG wishes to engage Torrance County to implement the proposed project(s) based on its knowledge and experience with project development, and the utilization of funds and accountability that comes with government funding.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

This Agreement is entered into by and between Torrance County and MRCOG pursuant to the following purposes, conditions and terms:

Section 1. PURPOSE. The purpose of the Agreement shall be for Torrance County to manage, implement, procure, deliver, report, and be reimbursed for the following designated Project(s).

- Appropriation Project #1 – 24-ID074 – Three Hundred Twenty Thousand Dollars and Zero Cents (\$320,000.00) to purchase water systems and rights for Estancia Valley. Funds unexpended by June 30, 2026, will be reverted to the State of New Mexico's general fund.

Section 2. SCOPE OF WORK

1. MRCOG Fiscal Agency Services:

- MRCOG fully understands that it is ultimately responsible for ensuring that project(s) funds are expended in compliance with all applicable laws, regulations, municipal ordinances and grant Agreement(s) and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant Agreement(s);
- MRCOG will provide oversight to Torrance County in preparing requests for bid (RFB) or requests for proposals (RFP) in accordance with the New Mexico Procurement Code, NMSA § 13-1-1 et seq.;
- MRCOG will coordinate with the purchasing agent designated by Torrance County to oversee the procurement process and administration of any contracts awarded for the Project;
- MRCOG will review, approve, and submit to the Department of Finance and Administration (DFA) all reimbursement requests including supporting documentation and project invoices in a timely manner.

2. Torrance County's Role and Responsibilities:

- Understand that this funding is part of two-year Agreement that can be expended sooner and as needed. GRO Fund appropriations are non-recurring. The entity nor its sub-contractors should not request that this appropriation be added to or renewed prior to that entire two-year period expiring.
- Torrance County will provide MRCOG a project Scope of Work and a project budget delineating all anticipated project expenditures using the GRO Fund Budget Template provided by MRCOG.
- Torrance County will submit reimbursement requests to MRCOG utilizing the Reimbursement Request Template. Refer to the provided GRO Fund Reimbursement Request Template document for instructions.

- Adhere to all grant Agreement(s) provisions and requirements as detailed.
- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant Agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant Agreement;
- Commit to all legitimate payments to be reimbursed through the Department of Finance and Administration process;
- Properly procuring, vetting, and managing all sub-contractors with MRCOG approval and in accordance with local and State procurement codes;
- Assist MRCOG in making appropriate entries into the accounting records for the transaction(s) handled by Torrance County and the MRCOG as the fiscal agent;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant Agreement;
- Provide quarterly reporting and accounting for each appropriation including but not limited to amount encumbered, expenses, balance, and project status;

Section 3. METHOD OF PAYMENT/REIMBURSEMENT. Torrance County shall present to MRCOG invoices and supporting documentation for project expenses. MRCOG will review all reimbursement requests and documentation and submit a reimbursement request to DFA for processing. Payment for the reimbursable expenses shall be made within thirty (30) days of submittal subject to MRCOG's receipt of funds from DFA.

Section 4. TERM. Work pursuant to this Agreement shall be effective as of July 1, 2024, and be completed no later than June 30, 2026.

Section 5. TERMINATION. Either party may terminate this Agreement upon 30 days written notice. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination.

Section 6. AMENDMENT. This Agreement may be amended at any time by mutual Agreement of the parties. Any amendment shall be in writing and executed by the Parties.

Section 7. COMPLIANCE WITH LAWS: The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper in the Second Judicial District Court of Bernalillo County in Albuquerque, New Mexico.

Section 8. STATUS. MRCOG, its employees and agents performing the services pursuant to this Agreement are not employees of Torrance County. The MRCOG and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Torrance County vehicles, or any other benefits afforded to employees of Torrance County.

Section 9. ASSIGNMENT. The MRCOG 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 both Parties.

Section 10. SUBCONTRACTING. The MRCOG may not subcontract portions of the services to be performed under this Agreement without the prior written approval of Torrance County.

Section 11. APPROPRIATIONS. The terms of this Agreement are contingent upon sufficient funds being made available by the LGD/DFA of the State of New Mexico for the performance of this Agreement. If sufficient funds are not made available, this Agreement shall terminate. Termination pursuant to this section shall be effective upon written notice being given by the Torrance County to MRCOG. MRCOG shall not be responsible for payment of any invoice submitted pursuant to this Agreement if DFA does not approve a reimbursement request or does not provide payments to MRCOG.

Section 12. RELEASE. The MRCOG, upon final payment of all Agreements due under this Agreement, shall release Torrance County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

Section 13. LIABILITY. Each Party shall be solely responsible for its own actions and for the actions of its employees, officers or agents under this Agreement. Nothing herein shall be deemed to waive any and all limitations on liability and other protections under the New Mexico Tort Claims Act. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of any Party when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this agreement.

Section 14. 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.

Section 15. NOTICE. The contact person for each Party and to whom any notice hereunder shall be given are as follows:

Torrance County
Tracy L. Sedillo, Interim County Manager
205 S. Nineth Street
Estancia, NM 87016
505-544-4700
505-384-5294 (fax)

MID REGION COUNCIL OF GOVERNMENTS
Dewey V. Cave, Executive Director
809 Copper Avenue, NW
Albuquerque, NM 87102
505-247-1750
505-247-1753 (fax)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates specified below.

MID REGION COUNCIL OF GOVERNMENTS

By: _____
Dewey V. Cave, Executive Director

Date: _____, 2024

Approved as to form and legal
sufficiency by the MRCOG legal counsel

By: _____
Larry Horan, General Counsel

Date: _____, 2024

TORRANCE COUNTY COMMISSION

APPROVED, ADOPTED, AND PASSED on this 11th day of September, 2024.

Ryan Schwebach, Commission Chair

Attest: Clerk/Treasurer, etc.

Approved as to form and legal
sufficiency by Torrance County legal counsel

By: _____

Date: _____, 2024



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 G



Unauthorized/Non-Conforming Purchase Notice

Date: 8/23/24

Department: Dispatch

Employee: Selena Carroll

Purchase Amount: \$26.63

Date of Purchase: 6/24/24

Vendor: Orkin

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):

Need to replace a trap box, asumed that was covered in the contract.


Department Head Signature

For Finance Use Only

Purchase reviewed by Finance? ☒ Yes ☐ No

Date reviewed: 9/4/2024

Initials: SC

Line Item: 911-080-2271

Funds available in budget? ☒ Yes ☐ No

Procurement Code followed? ☒ Yes ☐ No

TC Policy followed ☐ Yes ☒ No

Payment ☐ Approved ☐ Denied

Commission Signature

Date



SERVICE REPORT

CONTACT ORKIN:

(800) 320-6219
branch886@rollins.com
886-ALBUQUERQUE, NM
3220 CANDELARIA RD NE
ALBUQUERQUE, NM 87107-1907

CUSTOMER INFORMATION

Business Name TORRANCE COUNTY 911
DISPATCH
Customer Since 1998
SERVICE ADDRESS
Name TORRANCE COUNTY 911
DISPATCH
Address 753 SALT MISSIONS TRAIL
MC INTOSH, NM 87032
Telephone (505) 384-2705
Account # 25640741
Program ID 3202506

BILLING ADDRESS

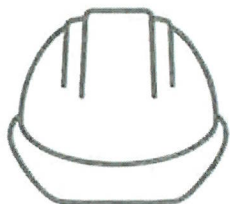
Name TORRANCE COUNTY 911
DISPATCH
Address PO Box 48
ATTN: ACCTS PAYABLE
Estancia, NM 87016-0048
Telephone (505) 544-4720
Email Address invoices@tcnm.us

SERVICE INFORMATION

Date of Service 6/24/2024
Service Type PC Standard - Monthly
Service Event Type Equipment - 1 Time Service
Time In 3:19 PM **Time Out** 3:25 PM

INVOICE INFORMATION

Invoice / Service Report # 268406594
Balance 200.21
Today's Service \$ 25.00
Tax 1.63
Total Amount Due 226.84
Total Amount Collected 0.00



YOUR ORKIN PRO
OSCAR KNIGHT
LICENSE # NM69621

COMMENTS ABOUT TODAY'S SERVICE

Good afternoon this is Oscar your Orkin Pro for today. This W.O. Ticket if for the purchase of the Protecta Rodent Bait Station to replace the missing station. I anchored the new station out on the back employee break area as well as re anchored the existing bait station . Thank you for choosing Orkin if you have any questions or concerns please call your local Orkin Office in Albuquerque NM for further assistance

TODAY'S OBSERVATIONS

Observation	Recommendation	Quantity
Gaps	Seal Openings and Gaps	
Pest Type	Status	Location
	Pending	Restrooms, Exterior - Structure Perimeter
Zone Name	Responsibility	Station #
02 EXTERIOR (Main Building)	Customer	2

OPEN ACTIONS FROM PREVIOUS SERVICE

Observation	Recommendation	Quantity
No Activity / Inspection Provided	No Activity Found - Inspected	



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 H



Unauthorized/Non-Conforming Purchase Notice

Date: 8/23/24

Department: Dispatch

Employee: Selena Carroll

Purchase Amount: ~~\$209.91~~ \$139.94 *SS*

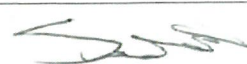
Date of Purchase: April-June May *SS*

Vendor: Document Solutions

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):

Requesting to pay for the months of April, May and June.

Wasn't receiving invoices, possibly was being emailed to the previous Director. Each months cost is \$69.97.


Department Head Signature

For Finance Use Only

Purchase reviewed by Finance? ☒ Yes ☐ No

Date reviewed: 9/4/2024

Initials: SS

Line Item: 911-0980-2221

Funds available in budget? ☒ Yes ☐ No

Procurement Code followed? ☒ Yes ☐ No

TC Policy followed ☐ Yes ☒ No

Payment ☐ Approved ☐ Denied

Commission Signature

Date



Document Solutions Inc
PO Box 37410
Albuquerque, NM 87176

✉ ar@dsinm.com
🌐 www.dsinm.com
📞 (888) 386-7834

CONTRACT INVOICE

Invoice Number: 319604
Invoice Date: 4/8/2024
Account Number: AL5568-001
Balance Due: \$69.97

Bill To: Torrance County 911 Ctr
PO Box 449
McIntosh, NM 87032

Customer: Torrance County 911 Ctr
751 Salt Missions Trail
McIntosh, NM 87032

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
AL5568-001	Net 30	5/8/2024	\$69.97	\$69.97
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
CT10814-02		\$69.97		3/11/2024	3/10/2025
Contract Remarks					

Please note: If meter reading(s) are not received by the due date for the devices on this contract, readings will be estimated in order to process the service contract billing. Estimates are indicated with an asterisk (*) next to the reading for each machine listed below. If estimated, please contact us at meters@dsinm.com to update the contact information for your account, or how to automate the meter and supply ordering process at no additional cost.

Summary:

Contract base rate charge for the 4/11/2024 to 5/10/2024 billing period
Contract overage charge for this overage period

\$69.97
\$0.00 **

Detail:

Equipment included under this contract

KM/BH368e

Number	Serial Number	Base Adj.	Location
86074	AA6V017001711	\$0.00	Torrance County 911 Ctr 753 Salt Mission Trail McIntosh, NM 87032

You can pay invoices online:

https://dgi7.ecihosted.com/C1607_einfo/Gateway/Login?ReturnUrl=%2fC1607_einfo

Invoice Subtotal:	\$69.97
OS	\$0.00
Total Tax:	\$0.00
Invoice Total:	\$69.97



Document Solutions Inc
PO Box 37410
Albuquerque, NM 87176

✉ ar@dsinm.com
🌐 www.dsinm.com
📞 (888) 386-7834

CONTRACT INVOICE

Invoice Number: 323158
Invoice Date: 5/6/2024
Account Number: AL5568-001
Balance Due: \$69.97

Bill To: Torrance County 911 Ctr
PO Box 449
McIntosh, NM 87032

Customer: Torrance County 911 Ctr
751 Salt Missions Trail
McIntosh, NM 87032

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
AL5568-001	Net 30	6/5/2024	\$69.97	\$69.97
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
CT10814-02		\$69.97		3/11/2024	3/10/2025
Contract Remarks					

Please note: If meter reading(s) are not received by the due date for the devices on this contract, readings will be estimated in order to process the service contract billing. Estimates are indicated with an asterisk (*) next to the reading for each machine listed below. If estimated, please contact us at meters@dsinm.com to update the contact information for your account, or how to automate the meter and supply ordering process at no additional cost.

Summary:

Contract base rate charge for the 5/11/2024 to 6/10/2024 billing period
Contract overage charge for this overage period

\$69.97
\$0.00 **

Detail:

Equipment included under this contract

KM/BH368e

Number	Serial Number	Base Adj.	Location
86074	AA6V017001711	\$0.00	Torrance County 911 Ctr 753 Salt Mission Trail McIntosh, NM 87032

You can pay invoices online:

https://dgi7.ecihosted.com/C1607_einfo/Gateway/Login?ReturnUrl=%2fC1607_einfo

Invoice Subtotal:	\$69.97
OS	\$0.00
Total Tax:	\$0.00
Invoice Total:	\$69.97



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 I

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 24 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 24, 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

Neither Party shall be liable for any claims, actions, demands, suits, or judgments arising from the other Party's performance under this Agreement or the performance of the other Party's agents, officers, or employees. Both Parties shall be liable only for claims, actions, demands, suits or judgments arising from its own performance under this Agreement or the performances of its own agents, officers or employees.

22. NEW MEXICO TORT CLAIMS ACT

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq., as

amended. This Agreement is not intended to modify in any way the Parties' sovereign immunity under common or statutory law or any provisions of the New Mexico Tort Claims Act. The City and their respective "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity and do not waive any defense or limitation of liability pursuant to law.

23. 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.

24. 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 J

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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. 2020-05**

TORRANCE COUNTY FINANCIAL RESERVE ORDINANCE

WHEREAS, since 2019, Torrance County has approved eight repower or new
Renewable Energy Industrial Revenue Bond agreements; and,

WHEREAS, these agreements include an annual Payment in lieu of Taxes (PILT)
payment to school districts and Torrance County; and,

WHEREAS, current and future PILT payments will exceed \$2.5 million dollars in
combined revenue; and,

WHEREAS, historically the County has experienced economic downturns and
unforeseen increases in expenses; and,

WHEREAS, the County's enhanced revenue picture provides an opportunity to create a
reserve fund to address future economic crises in order to protect the health, safety, and welfare
of the people of Torrance County in uncertain economic times; and

WHEREAS, a healthy reserve will improve the financial health of the County; and

WHEREAS, it is the desire of the Commission to protect the County's ability to
continue to deliver basic services despite the onset of economic downturns.

**THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
COMMISSIONERS OF TORRANCE COUNTY, NEW MEXICO** that the attached
document entitled The Torrance County Financial Reserve Ordinance is hereby enacted.

DONE THIS 8th DAY OF JULY, 2020.

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3 **APPROVED AS TO FORM ONLY:**

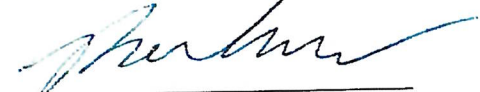
4  7/8/2020
5
6 County Attorney Date

7
8
9
10
11 **ATTEST:**

12 
13 Linda Jaramillo, County Clerk

14 Date: 7/8/20
15

BOARD OF COUNTY COMMISSIONERS


Ryan Schwebach, Chair


Javier Sanchez, Vice Chair


Kevin McCall, Member



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The Torrance County Financial Reserve Ordinance

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Section 1- Definitions

"County" means Torrance County, NM.

"PILT" means Payment in lieu of Taxes from renewable energy sources derived from the issuance of Torrance County Industrial Revenue Bonds.

"General Fund" is defined as Torrance County's general operation fund.

"Mandated Reserve" is defined as the state required three-twelfths General Fund budgetary reserve.

"County Reserve" is an unassigned two-twelfths reserve created within the County's PILT fund.

"Fully Funded" is defined as the amount equal to two-twelfths of the General Fund.

Section 2 – Funding Procedures

The County Reserve shall be an unassigned reserve within the County's PILT fund equal to two-twelfths of the General Fund. Forty percent (40%) of annual PILT funds received in excess of eight-hundred thousand dollars (\$800,000) shall be placed in the County Reserve, not to exceed one-third (1/3) of the total amount of the County Reserve annually. Once the PILT funds placed in the County Reserve have reached one-third (1/3) of the County Reserve or the County Reserve is Fully Funded, one hundred percent of PILT revenue shall be placed in the County's General Fund.

Section 3 – Authorized Uses / Fund Replenishment

A. Reimbursable Expenses

The County Reserve may be used for short-term reimbursable expenses where reimbursement is expected not later than the close of the fiscal year immediately subsequent to the fiscal year in which the expense is incurred. Examples of reimbursable expenses contemplated by this section include, but are not limited to, approved grants, and Legislative Capital Outlay. Replenishment of County Reserve funds shall begin no later than the close of the fiscal year immediately subsequent to the expenditure.

B. Emergencies / Disaster Relief

Upon the issuance of an Emergency Declaration by the Board of County Commissioners, the County Manager is authorized to utilize County Reserve funds to support expenses related to the declared emergency as defined by the Emergency Declaration. Replenishment of County Reserve funds shall begin no later than the close of the fiscal year immediately subsequent to the expenditure.

C. Delayed Reimbursement

Should reimbursement of funds, as described in Sections 3(A) and 3(B), occur after the

1 fiscal year immediately subsequent to the fiscal year in which the expenditure is made,
2 said reimbursement shall be placed in to the Torrance County Financial Reserve until it
3 reaches its Fully Funded level. Excess reimbursement funds shall be placed into the
4 County's PILT fund.
5

6 **D. Non-reimbursable Expenses**

7 County Reserve funds may be used for non-reimbursable expenses at the discretion of the
8 Board of County Commissioners. Replenishment of the County Reserve shall begin in
9 the fiscal year immediately following the approved expenditure as described in Section 2.
10

11 **E. Replenishment Waiver**

12 The Board of County Commissioners may issue a Replenishment Waiver to address
13 unforeseen economic circumstances in order to maintain the health, safety, and welfare of
14 the citizens of Torrance County. Replenishment Waivers shall be required to be issued
15 and approved by the Board of County Commissioners on an annual basis, and shall be
16 limited to one fiscal year.
17

18 ***Section 4 – Repeal***

19
20 This ordinance shall only be repealed by a unanimous vote of the Board of County
21 Commissioners.

1 **TORRANCE COUNTY**
2 **BOARD OF COUNTY COMMISSONERS**
3 **ORDINANCE NO. 2024-**
4

5 **TORRANCE COUNTY FINANCIAL RESERVE ORDINANCE**
6

7 **WHEREAS**, since 2019, Torrance County has approved numerous repower or new Renewable
8 Energy Industrial Revenue Bond agreements; and

9 **WHEREAS**, these agreements include an annual Payment in lieu of Taxes (PILT) payments to
10 school districts and Torrance County; and

11 **WHEREAS**, current and future PILT payments will exceed \$2.5 million dollars in combined
12 revenue; and

13 **WHEREAS**, historically the County has experienced economic downturns and unforeseen
14 increases in expenses; and

15 **WHEREAS**, the County's enhanced revenue picture provides an opportunity to create a reserve
16 fund to address future economic crises in order to protect the health, safety, and welfare of the
17 people of Torrance County in uncertain economic times; and

18 **WHEREAS**, a healthy reserve will improve the financial health of the County; and

19 **WHEREAS**, it is the desire of the Commission to protect the County's ability to continue to
20 deliver basic services despite the onset of economic downturns.

21
22 **NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY**

23 **COMMISSIONERS OF TORRANCE COUNTY, NEW MEXICO** that the attached
24 document entitled The Torrance County Financial Reserve Ordinance is hereby enacted and
25 supersedes Torrance County Ordinance No. 2020-05, Torrance County Financial Reserve
26 Ordinance.

1 **DONE THIS ____ DAY OF _____, 2024.**

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

BOARD OF COUNTY COMMISSIONERS

5
6
7 _____
Michael I. Garcia, County Attorney

Ryan Schwebach, Chair, District 2

8 Date: _____
9

Kevin McCall, Vice Chair, District 1

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

13 **ATTEST:**

14 _____
15 Linda Jaramillo, County Clerk
16

17 Date: _____
18
19



The Torrance County Financial Reserve Ordinance

1 **Section 1 – Definitions**

2
3 “County” means Torrance County, NM.

4
5 “PILT” means Payment in lieu of Taxes from renewable energy sources derived from the
6 issuance of Torrance County Industrial Revenue Bonds.

7
8 “General Fund” is defined as Torrance County’s general operating fund.

9
10 “Mandated Reserve” is defined as the state required three-twelfths General Funds budgetary
11 reserve.

12
13 “County Reserve” is an unassigned minimum two-twelfths reserve created as a segregated
14 account within the General Fund.

15
16 “Fully Funded” is defined as the amount equal to two-twelfths of the General Fund.

17
18 **Section 2 – Funding Procedures**

19
20 The County Reserve shall be an unassigned reserve within the County’s General Fund equal to
21 two-twelfths of the General Fund. Forty percent (40%) of annual PILT funds received in excess
22 of eight-hundred thousand dollars (\$800,000) shall be placed in the County Reserve, not to
23 exceed one-third (1/3) of the total amount of the County Reserve annually. Once the PILT funds
24 placed in the County Reserve have reached one-third (1/3) of the County Reserve or the County
25 Reserve is Fully Funded, one hundred Percent (100%) of PILT revenue shall be placed in the
26 County’s General Fund. The required annual County Reserve balance shall be the greater of the
27 current fiscal year required amount or that of any previous fiscal year. Interest earnings in the
28 County Reserve shall be retained in the County Reserve and may be used to meet the annual
29 required County Reserve balance.

30
31 **Section 3 – Authorized Uses / Fund Replenishment**

32
33 **A. Reimbursable Expenses**

34 The County Reserve may be used for short-term reimbursable expenses where
35 reimbursement is expected not later than the close of the fiscal year immediately
36 subsequent to the fiscal year in which the expense incurred. Examples of reimbursable
37 expenses contemplated by this section include, but are not limited to, approved grants,
38 and Legislative Capital Outlay, Replenishment of County Reserve funds shall begin no
39 later than the close of the fiscal year immediately subsequent to the expenditure.

40
41 **B. Emergencies / Disaster Relief**

42 Upon the issuance of an Emergency Declaration by the Board of County Commissioners,
43 the County Manager is authorized to utilize County Reserve funds to support expenses
44 related to the declared emergency as defined by the Emergency Declaration.
45 Replenishment of County Reserve funds shall begin no later than the close of the fiscal
46 year immediately subsequent to the expenditure.

1
2 **C. Delayed Reimbursement**

3 Should reimbursement of funds, as described in Sections 3(A) and 3(B), occur after the
4 fiscal year immediately subsequent to the fiscal year in which the expenditure is made,
5 said reimbursement shall be placed into the Torrance County Financial Reserve until it
6 reaches its Fully Funded level. Excess reimbursement funds shall be placed into the
7 County's PILT fund.
8

9 **D. Non-reimbursable Expenses**

10 County Reserve funds may be used for non-reimbursable expenses at the discretion of the
11 Board of County Commissioners. Replenishment of the County Reserve shall begin in
12 the fiscal year immediately following the approved expenditure as described in Section 2.
13

14 **E. Replenishment Waiver**

15 The Board of County Commissioners may issue a Replenishment Waiver to address
16 unforeseen economic circumstances in order to maintain the health, safety, and welfare of
17 the citizens of Torrance County. Replenishment Waivers shall be required to be issued
18 and approved by the Board of County Commissioners on an annual basis and shall be
19 limited to one fiscal year.
20

21 **F. Additional Deposits**

22 Nothing shall prohibit the Board of County Commissioners from directing additional
23 PILT deposits into the County Reserve in any fiscal year. Said additional deposits, if any,
24 shall be deemed to increase the required annual balance going forward to all future fiscal
25 years.
26

27 **Section 4 – Repeal**

28
29 This ordinance shall only be repealed by a unanimous vote of the Board of County
30 Commissioners.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 K



POSITION DESCRIPTION

Division Chief of Training

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0.00.00 Position Summary

This position involves managerial and administrative work in the performance and direction of activities to manage the department training program. Ensure that personnel are trained and competent to effectively, efficiently, and safely execute all responsibilities consistent with the department's emergency operating procedures for emergency medical services delivery.

The position serves as "third-in-command" of the fire department emergency operations/administration and has the rank of Division Fire Chief. The primary focus of this position is management of and conducting training, in conjunction with the day-to-day management of the fire department by the Fire Chief.

This position requires that the individual perform the work outlined below in the highest legal and moral standards of this department, the County of Torrance, and the State of New Mexico. The philosophy of this individual must be one of public service compromising their own personal interest for the common good of the public.

- A. Scope: This work is to be performed at a professional level in the field of fire and emergency medical services response; and training for the fire department staff at all levels of the organization.
- B. Nature: Under the general supervision of the Fire Chief, perform such duties and activities as may be required by the Department rules and regulations, codes, ordinances, and State statutes while exercising independent judgment in performance of such duties and activities to develop, administer, and effectuate management policies.

3.03.02 Fundamental Duties and Ancillary Responsibilities:

Fundamental Job Duties:



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- A. Administer department policies and procedures for the management of instructional resources, staff, facilities, records, and reports.
- B. Administer a training record system so that the information meets all agency and legal requirements and can be readily accessed.
- C. Develop forms and appropriate reports for documentation of training activities for the department and individual staff members.
- D. Develop recommendations for policies to support the training program, so that the training and department goals are achieved which may include the drafting of policies and development of department goals
- E. Select instructional staff that assists with meeting department policies and instructional goals.
- F. Construct a performance-based instructor evaluation plan so that instructors are evaluated at regular intervals.
- G. Write training equipment purchasing specifications to support the training program goals.
- H. Evaluate findings and conclusions; make recommendations that are unbiased and support and reflect the department goals, policies, and procedures.
- I. Plan, develop, and implement comprehensive training programs and curriculum.
- J. Identify instructional needs by conducting periodic department analyses.



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- K. Design programs or curriculums to support: department's goals; knowledge and skills that are job related and performance based; adult learning principles are utilized; and programs meet time and budget constraints.
- L. Modify existing curriculum to achieve learning objectives that meet the requirements of the department.
- M. Write program and course goals that are clear, concise, measurable, and correlate to department goals.
- N. Writes course objectives that are clear, concise, measurable, and reflect specific tasks.
- O. Construct course content outlines to the department's structure and reflect current acceptable practices.
- P. Develop an evaluation plan to collect, analyze, and report data for program validation and participant feedback.
- Q. Develop a system to acquire, store, disseminate, and evaluate feedback received to ensure it supports the goals that are consistent with department policies and federal, state, and local laws.
- R. Develop a course evaluation plan to make sure objectives are measurable and follow department policies.
- S. Schedule instructional sessions to make sure those specific training topics are delivered according to department policy.
- T. Formulate budget needs to identify and document the resources required to meet training goals.



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- U. Acquire training resources according to department policy within established timelines and budget constraints.
- V. Evaluate instructors to identify areas of strengths and weaknesses. Recommend changes to improve instructional style and communication methods. In addition, provide an opportunity for instructor feedback.
- W. Create lesson plans to include learning objectives, a lesson outline, course materials, instructional aids, and evaluation plan to ensure job performance requirements for the topic are achieved.
- X. Modify existing lesson plans to include learning objectives, a lesson outline, course materials, instructional aids, and evaluation plan to ensure job performance requirements for the topic are achieved.
- Y. Conduct classes using a lesson plan that includes multiple teaching methods and techniques to achieve lesson objectives.
- Z. Supervise other instructors and participants during training to guarantee that applicable safety standards and practices are followed in addition to meeting instructional goals.
- AA. Obtain and assemble all lesson plans, course materials, resources, and equipment needed to deliver the lesson.
- BB. Organize the classroom or outdoor learning environment taking into consideration lighting, distractions, climate control, weather, noise control, seating, audiovisual equipment, teaching aids, and safety.
- CC. Adjust presentations to achieve class continuity and learning objectives.



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- DD. Adjust presentations to accomplish lesson objectives taking into consideration differences in learning styles, abilities, and behaviors.
- EE. Ability to control disruptive behavior and provide a safe learning environment.
- FF. Ability to operate audiovisual equipment and demonstration devices.
- GG. Construct and utilize audiovisual materials to clearly present objectives.
- HH. Ability to smoothly transition between media and other parts of a presentation.
- II. Administer oral, written, and performance tests according to procedures in addition to maintaining security of the testing materials.
- JJ. Accurately grade and properly secure participants' oral, written, or performance tests and evaluation materials.
- KK. Accurately report and record test results, report unusual circumstances, and forward necessary forms according to procedures.
- LL. Ability to operate computer equipment and related programs for entering information into a database(s) and preparing training materials.
- MM. Serve as part of the management team for labor relations.

Ancillary Job Responsibilities:



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- A. Assume Incident Management functions and positions as directed during an emergency incident. Assume the Incident Commander position if necessary.
- B. Participate in local, regional, State, and national conferences and seminars on fire prevention, investigation, education, emergency medical first responder, and suppression to maintain a continuing level of professional and technical competence.
- C. Respond to emergency requests for First Responder (EMS) service and render appropriate medical care.
- D. Manage the department recruitment, retention, and hiring practices and procedures.
- E. Shall serve as a support to the Community Risk Reduction Bureau by conducting fire prevention visits, follow-up visits, and coordinating structure pre-plans.
- F. Shall serve as a support to the CRRB by participating in public education details.
- G. Attend training and meetings related to the scope of the job performance.
- H. Support daily departmental administrative operations by answering telephone calls and providing guidance to the caller. Provide general guidance and assistance.
- I. Serve as the Fire Explorer Program Coordinator, if re-established.
- J. Participate in the TCFR Tour Commander on-call schedule.
- K. Performs other functions as required or assigned.



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0.03000 Qualifications:

Essential Knowledge, Skills and Abilities:

1. Knowledge of existing organizational policy, procedures, and guidelines.
2. Knowledge of learning theories, statistical analysis methods, and resource evaluation techniques.
3. Knowledge of fire behavior; organizational structure, function and operations; human behavior during fire; injury causes/prevention; hazard identification and correction; basic fire protection systems and devices; emergency reporting; firefighter personal protective equipment; special needs for those with disabilities; and time management.
4. Ability to write reports and analyze data.
5. Ability to transfer content knowledge verbally and in writing.
6. Ability to communicate in writing and verbally.
7. Oral and written communication skills necessary for accurate documentation of various required reports; communicating with the Department, the community officials, and the general public.
8. Professional appearance based on situation media characteristics, news process, organizational policies, methods for informal dissemination, and laws and procedures for the release of information.
9. Ability to communicate verbally and in writing, to exhibit professional demeanor, manage interaction with the media, and use various means of information technology.



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10. Ability to perform top-level information analysis including the ability to review, classify, categorize, prioritize, and/or reference data, statutes, and/or guidelines; and/or group, rank, investigate, and diagnose. Requires discretion to determine and reference information to establish standards to recognize interactive effects and relationships.
11. Ability to provide guidance, assistance, and/or interpretation to others, such as the public and fire department staff relative to fire and life safety training and education initiatives, policies, procedures, and standards to specific situations.
12. Ability to utilize a variety of reference, descriptive, and/or advisory data and information such as instructional textbooks, statutory codes, local ordinances, schedules, financial statements, technical operating manuals, procedures, guidelines, and non-routine correspondence.
13. Ability to perform top-level information analysis including the ability to audit, deduct, assess, conclude, and appraise. Requires discretion to determine and reference established criteria that may define consequences and develop alternatives.
14. Ability to influence, train, monitor, persuade, and convince in favor of a desired outcome. Ability to act as a lead person on specific projects.
15. Ability to apply principles of influence systems such as teaching, leading, managing, planning, coordinating, and controlling. Ability to exercise independent judgment to apply facts and principles for developing approaches and techniques to problem resolution.
16. Ability to exercise judgment, decisiveness, and creativity required in situations involving the evaluation of information against sensory, judgmental and/or subjective criteria, as opposed to criteria that are clearly measurable or verifiable.



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17. Ability to operate, maneuver, and/or provide simple but continuous adjustments on equipment, machinery, or tools related to the presentation of public training and education programs such as computer, audio-visual equipment, or visual props.
18. Ability to safely perform as a firefighter, fire officer, or emergency responder on emergency incidents.
19. Ability to coordinate eyes, hands, and limbs on performing coordinated movements such firefighting evolutions.
20. Ability to complete tasks involving the capacity to exert heavy physical effort which involves lifting, carrying, pushing, and pulling weighted objects weighing 50 to 200 pounds.
21. Ability to recognize and identify similarities or differences between colors, shapes, and sounds associated with job-related tasks.
22. Ability to work under conditions where exposure to environmental factors may cause discomfort and poses a limited risk of injury.
23. Ability to work in an emergency environment which may include inclement weather and conditions in the performance of job duties.

A. **Minimum Training and Experience:**

Such training as may have been gained through participation in fire prevention, suppression, rescue, Emergency Medical First Responder/Transport, public fire and life safety education, and administrative courses, and a minimum of five years of verifiable fire service experience as a Fire Officer.

B. **Special Requirements:**



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Division Chief of Training

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1. Minimum requirement of an Associate's Degree or an equivalent combination of training and experience.
2. IFSAC Certification or equivalent Firefighter II, Driver/Operator, Fire Instructor I, and Fire Officer I, II.
3. Minimum of three (3) years' experience in a management position or as a fire officer.
4. New Mexico State Certificated Paramedic or higher.
5. Certification as a Cardiopulmonary Resuscitation Instructor or ability to secure certification within eighteen (18) months of employment.
6. Minimum of five (5) years' documented fire service experience.
7. Possess and maintain a valid New Mexico Class E Motor Vehicle Operator's License.

C. Refresher Training Requirements:

1. Must maintain all refresher requirements associated with any required certifications held or obtained.
2. Annually (calendar year) 25 hours of training outside of the Department regular training program of a skill nature directly related to the position.

D. Non-Discrimination:

All positions and promotions within the rank of the Torrance County Fire Department will be filled with no discrimination shown based on race,



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religion, color, sex, age, national origin, disability, or other protected class.

0.00.00 Confidentiality:

The employee may have access or knowledge of sensitive information related to department operations or patient contact and at no time is to release such information without authorization to do so. All and any requests made to a fire department staff member regarding actions at emergency incidents must be referred to the Fire Chief for proper and legal release of requested information.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 A

We the Citizens of Torrance County, NM
Petition the Torrance County Commission to

Cannabis grow farms are moving into Torrance County with no vetting, no state or county oversight, no enforcement of licensure laws, and no water oversight. Currently there are 40+ cannabis grow farms in Torrance County.

1. Place a moratorium on approval of cannabis grow farms allowing time for a review of cannabis and water regulations, zoning ordinance and state and local enforcement laws.
2. Review the impact cannabis grow farms have on our communities, our schools, our water, our rural areas and Torrance County in general.
3. Allow citizen and community input in decision making.

(18 year & older)

[illegible]



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 B



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 C



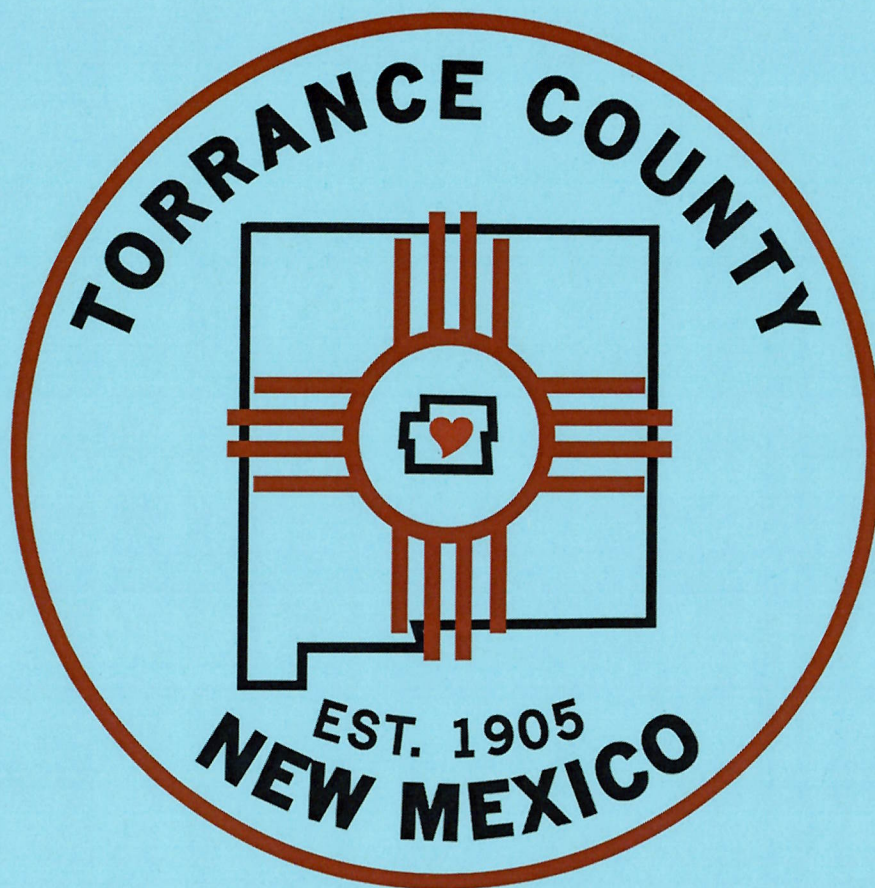
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14 A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 15 A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 16



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 17



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 18