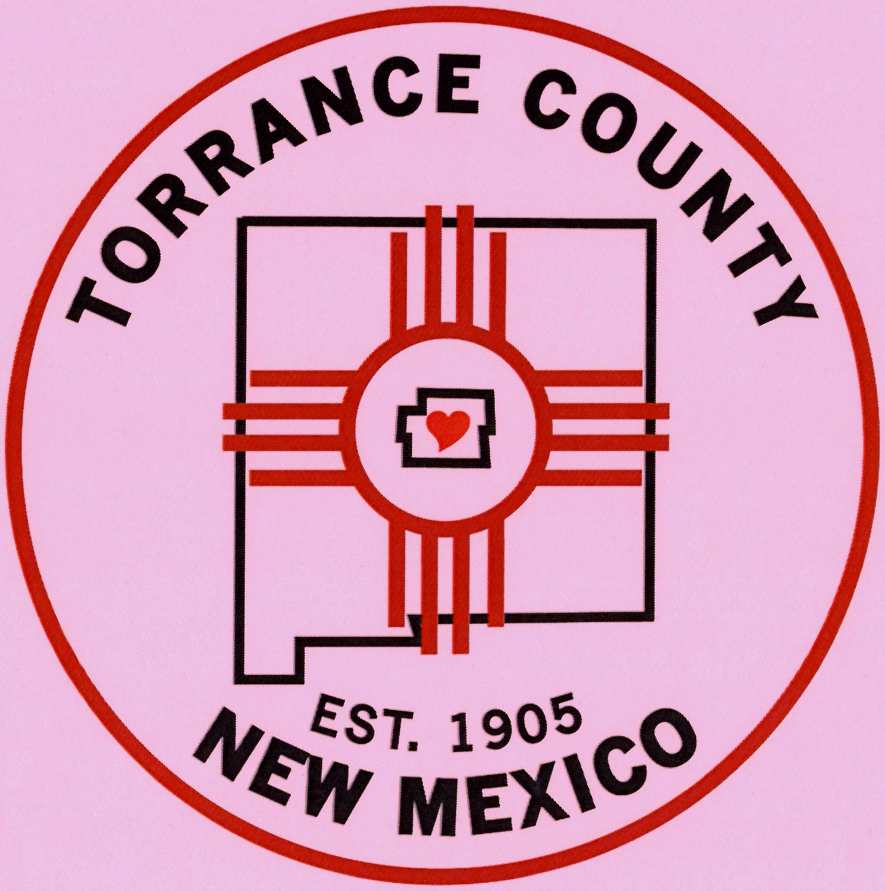
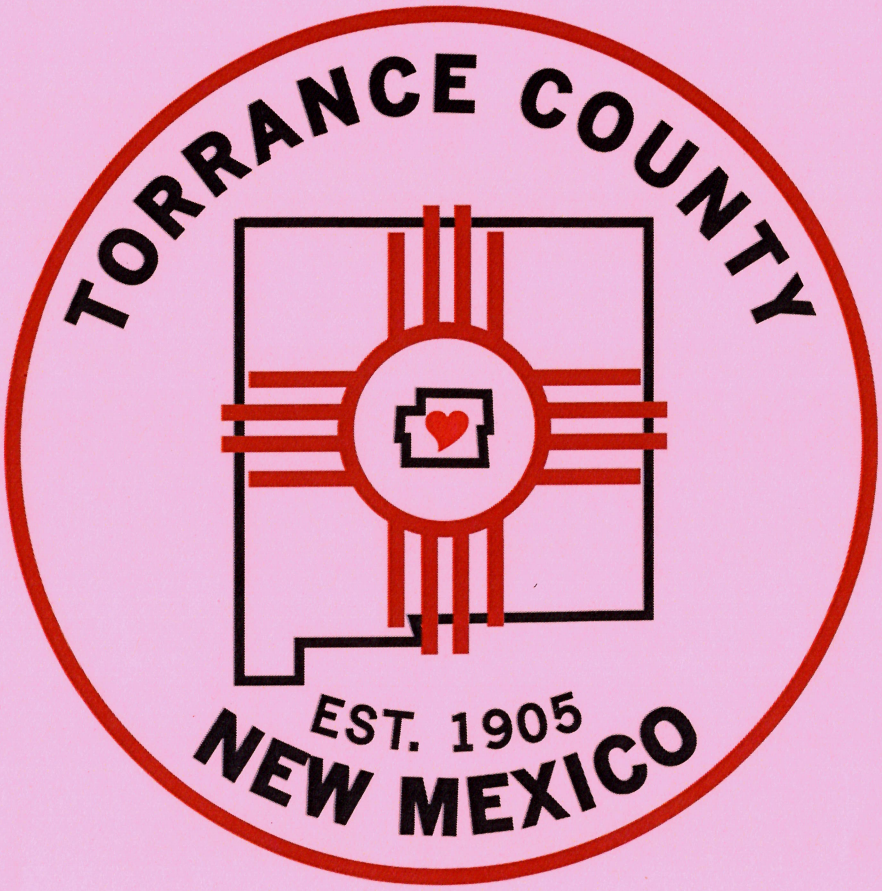
TORRANCE COUNTY
COMMISSION MEETING
August 13, 2025
9:00 A.M.

For Public View
Do Not Remove



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 1



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 2



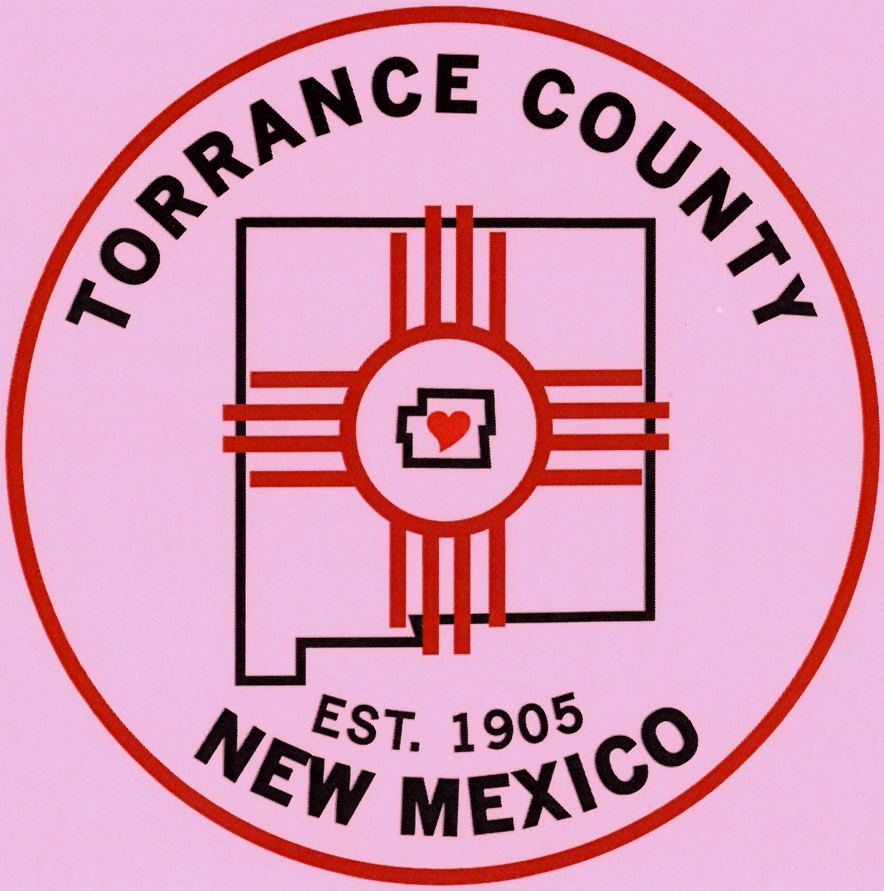
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 3



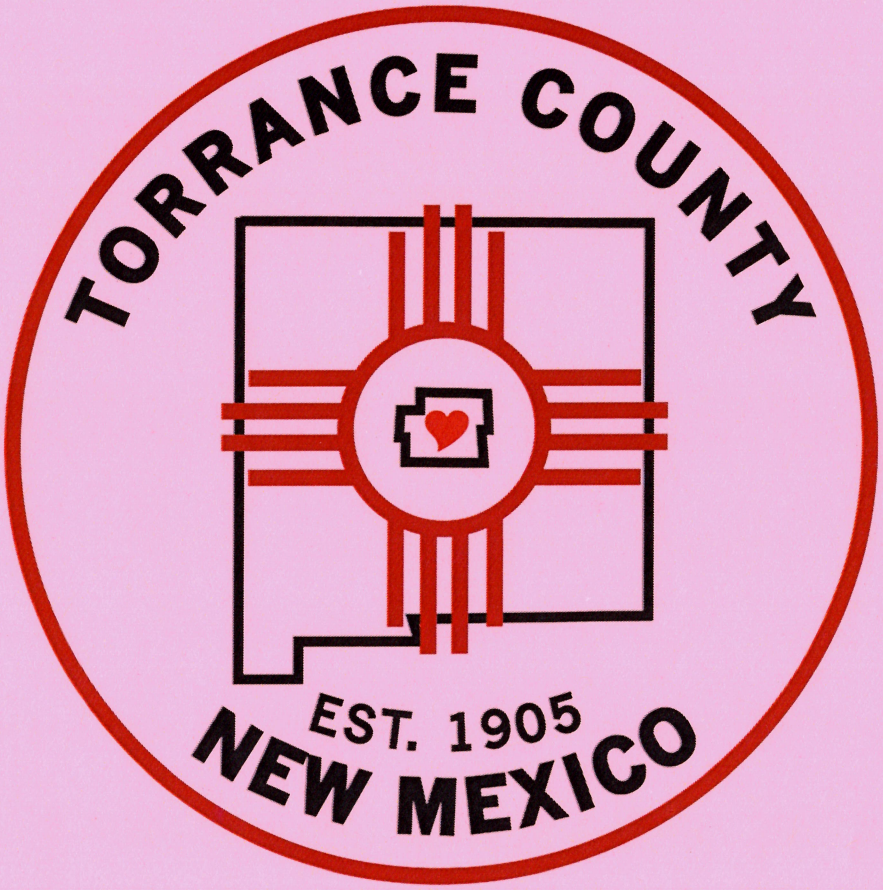
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 4



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 5



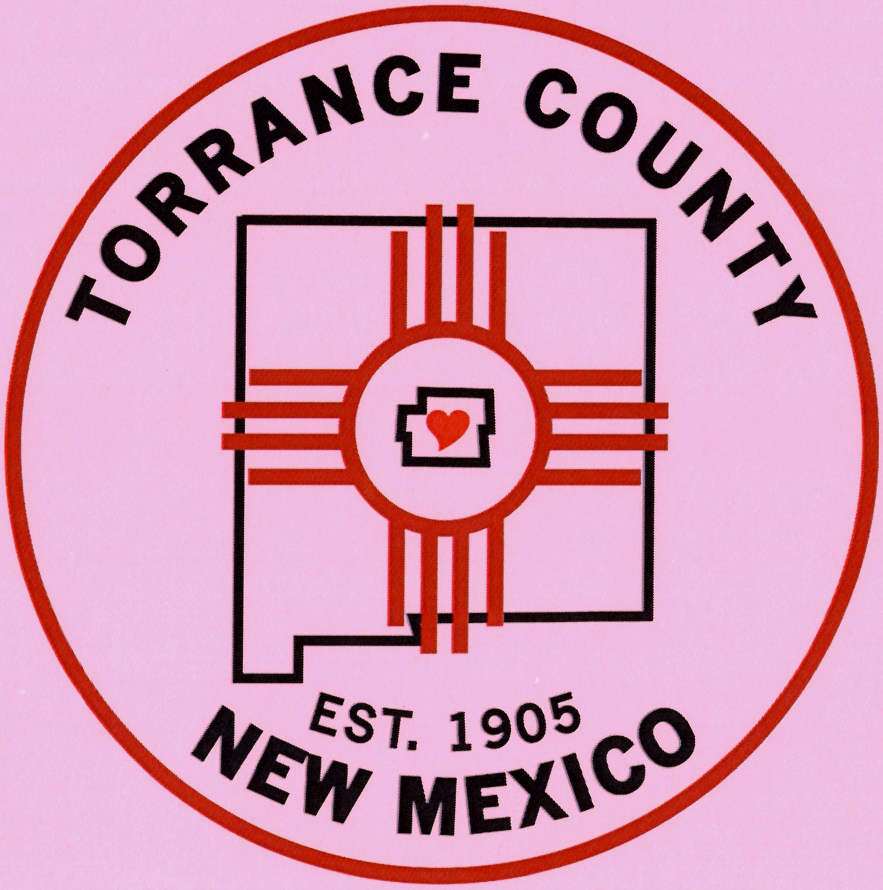
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 6 A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 6 B



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 6 C

August 6, 2025

Greetings Torrance County Commission:

The Estancia Valley Youth and Family Council (EVYFC), also known as the local Juvenile Justice Board of Torrance County, hereby requests re-appointment of all of our current voting board members, for a 2-year term, according to the Bylaws, which includes FY26-FY27.

The chart of Current voting members is listed below:

	Organization	Name	Title
Chair	**7th Judicial Court**	Shannon Murdock	Division III Judge
Vacant	**7th Judicial DA office**	Stacey Ward	Deputy District Attorney
3	**MESD Schools**	Natalie Romero	Highschool Principal
4	**Estancia Schools**	Stewart Burnett	Operational Principal
5	**EVCA School**	Jennifer Rowan	Executive Director
6	**Mountainair Schools**	Dr. Pete Vallejo	Superintendent
7	**Juvenile Probation**	Kimberlee Connell	JPO District 7
8	**County Rep**	Jordan Barela	TC Manager
9	**TC Sheriff Office**	David Frazee	Sheriff
10	**Mountainair PD**	Paul Lucero	Chief
11	**Moriarty Police**	Jermaine Harris	Resource officer
12	**Edgewood Police**	Loretta Easterling	SRO MESD
13	**Estancia Police**	Tom Carter	Chief
14	**Public Defender**	Peter Ortega	LOPD
15	**Youth Member**	vacant	
16	**CYFD Protective Services**	Manfred Failla	Investigation Supervisor
17	**Non-profit**	Debbie Ortiz	OSAP, PHTC, MOPT

Sincerely,

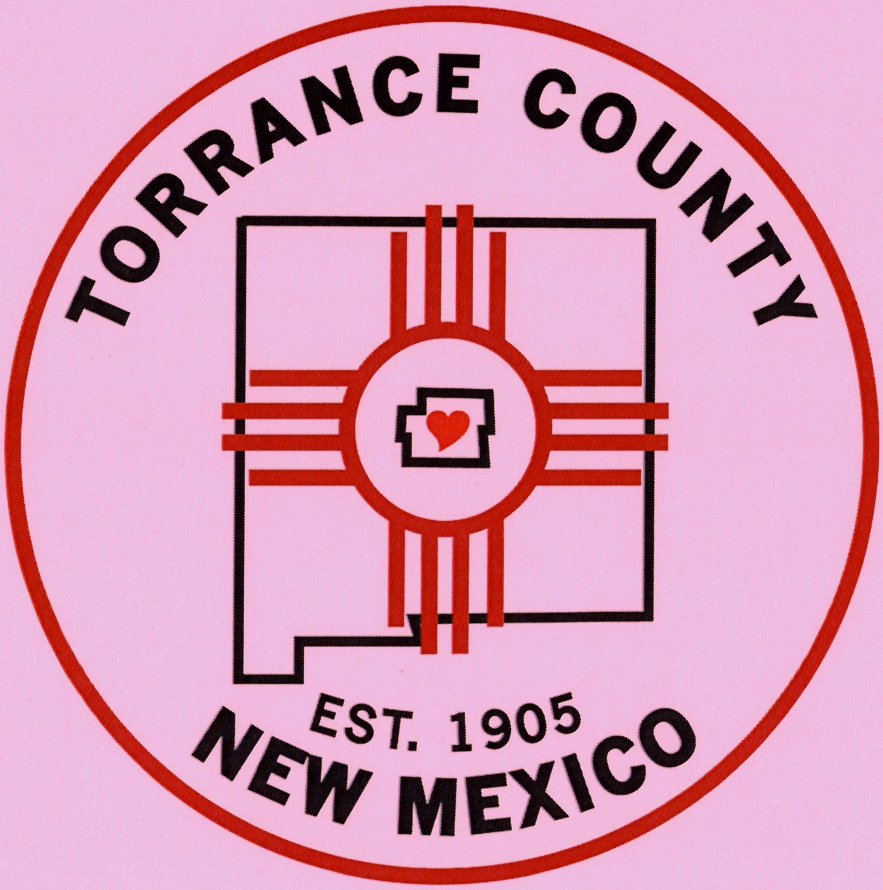
Judge Shannon Murdock, EVYFC Chair

_____



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 7



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 8 A

NATIONAL NIGHT OUT 2025

Held August 5, 2025 at County Fairgrounds

Planning Committee (consisted of 3-4 meetings, making signs, gathering prizes for games, getting the word out, assisting with all items)

Jordan Barela, Misty Witt, Amy May, David Dean, Myra Luna, Adrian Ortiz, Marcie Wallin, Samantha O'Dell

Volunteers (Assisted in setting up, directing traffic, greeting and directing exhibitors, etc. during event

Roberta Tarr, Sherry Marin, Patty Mahoney, Tracey Master, Brooke O'Dell, Philip Terry-Smith, Stephen Garrett, Amanda Lujan

Exhibitors

Estancia FFA – booth and cornhole game

Estancia Fire Department – brush truck and two ambulances

Estancia Police Department – booth, patrol vehicles, game

MRCOG – booth, game

Moriarty Fire Department - Command Unit, booth

NM Corrections Probation and Parole - booth

NM Department of Health – booth, game

NM Department of Homeland Security and Emergency Management – booth

NM Mounted Search and Rescue -booth, equipment, mule

NM State Fire Marshal's Office – booth, prevention trailer

NM State Police – 2 units, booth

Perpetual Tears Memorial – booth, multiple games

Republican Party – booth

Southwest Propane – booth, propane truck

Torrance County Amateur Radio Emergency Services – booth, equipment

Torrance County Dispatch – booth

Torrance County Emergency Management – mobile command, booth

Torrance County Fire Department – rescue, ladder truck, multiple vehicles

Torrance County Human Resources – booth

Torrance County Planning and Zoning – booth

Torrance County Road Department – backhoe with game, water truck for arena

Torrance County Sheriff's Department – multiple vehicles, booth

YDI – booth

Workforce Solutions – booth

Keith Cater's – food vendor

Additional Equipment

Wagner, Blattner Energy

Torrance County Facilities and Torrance County Sheriff's Office assisted with getting necessary equipment to fairgrounds.

Fair Board assisted with space, parking, announcing National Night Out event during Gymkhana



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 8 B

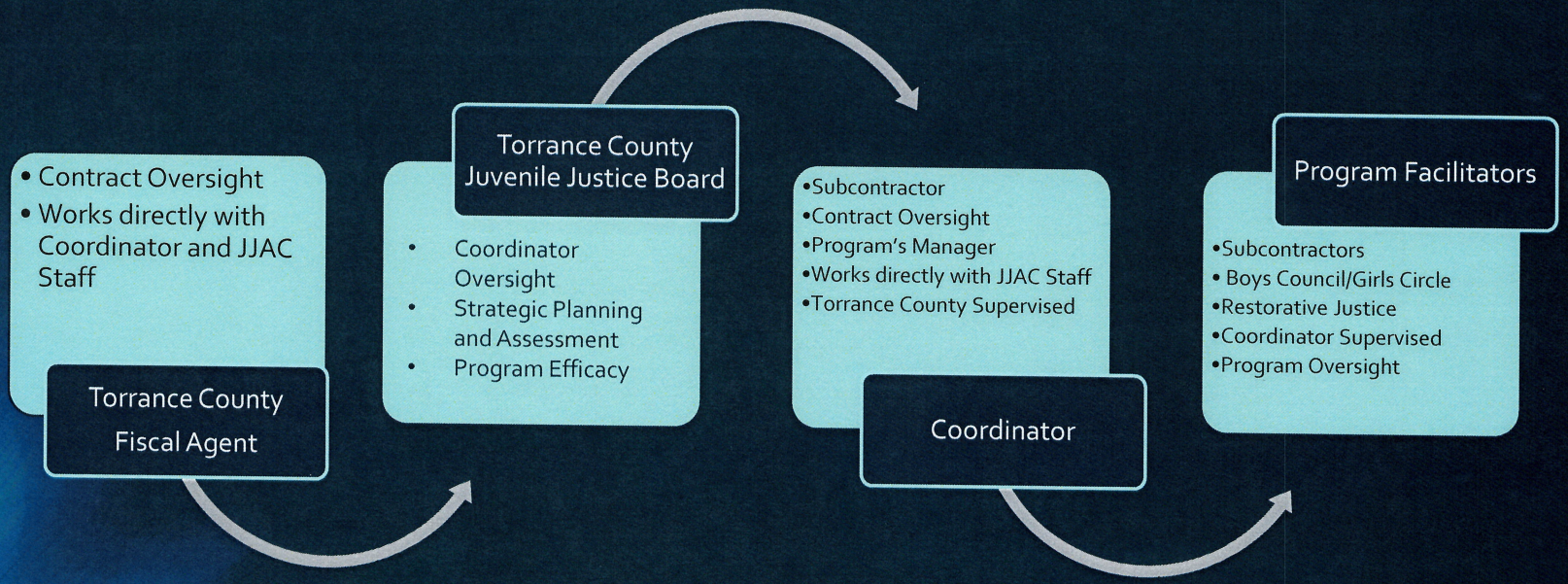
Torrance County Juvenile Justice Board

ESTANCIA VALLEY YOUTH & FAMILY COUNCIL (EVYFC)

MISSION: THE ESTANCIA VALLEY YOUTH & FAMILY COUNCIL WILL DEVELOP A COMMUNITY NETWORK TO SERVE AND SUPPORT THE SUCCESS OF OUR YOUTH AND FAMILIES IN A POSITIVE, PROFESSIONAL, AND ORGANIZED MANNER.

VISION: THE ESTANCIA VALLEY YOUTH & FAMILY COUNCIL WILL POSITIVELY IMPACT AND ENHANCE THE LIVES OF OUR YOUTH AND PREPARE THEM FOR A PRODUCTIVE ADULTHOOD.

Work-Flow Diagram



EVYFC Members

	Statutory Required Partners:	
Court	**Judge Shannon Murdock- 7th Judicial Court, Division III**	**Chairperson**
Schools	**Mountainair Schools** Dr. Pete Vallejo– **Superintendent**	**No Vice Chairperson**
	MESD Schools- Natalie Romero, Highschool Principal	
	Estancia Schools- Stewart Burnett, Operational Principal	
	EVCA School- Jennifer Rivera, Executive Director	
County	Jordan Barela	
Local Law Enforcement	Officer Harris- SRO Moriarty PD	
	Chief Tom Carter, Estancia Police	
	Sheriff David Frazee-TCSO	
	Officer Loretta Easterling, SRO Edgewood Police	
Public Defender	Peter Ortega- Attorney	
District Attorney	Stacey Ward- Deputy District Attorney	

EVYFC ADDITIONAL VOTING MEMBERS:

JUVENILE PROBATION	KIMBERLEE CONNELL, JPO
CYFD CHILD PROTECTIVE SERVICES	MANFRED FAILLA, INVESTIGATION SUPERVISOR
OSAP/MOPT/PHTC	DEBBIE ORTIZ

NON VOTING MEMBERS:

DWI PROGRAM
UNITED WAY
JPO (SANTA FE)
TEEN COURT
CYFD BEHAVIORAL HEALTH
VALENCIA SHELTER SERVICES
NMDOH
WAVES BH
WINGS FOR LIFE

EVYFC Programs

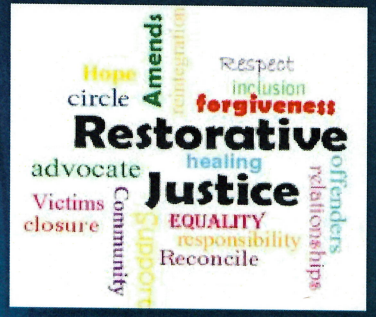
TEEN COURT (FUNDED BY DWI GRANT)

GIRLS CIRCLE

BOYS COUNCIL

RESTORATIVE JUSTICE





RESTORATIVE JUSTICE Program



Key Elements of a Peacemaking Circles Process:

1. Talking piece - Allows the speaker to speak without interruption and the listeners to focus on listening without being distracted by thinking about a response.
2. Values - Shared values in relationship.
3. Guidelines - How to be together.
4. Ceremony - Opening and Closing - Recognition of time together.

5. Accountability and coming up with family based solutions.



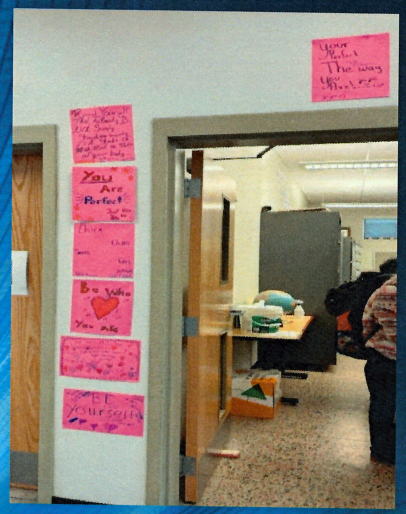
FY25

Restorative Justice Program

CASE #	REFERRAL REASON	REFERRAL SOURCE	SCHOOL
1	THC posession	JPO> Teen Court	Moriarty HS
2	Vape posession	Joshua McCleave>TC	Moriarty HS
3	Bomb threat	JPO> Teen Court	Moriarty HS
4	multiple disiplinary challenges	Teen Court	Estancia MS
5	bullying/disruptions	EMS> Teen Court	EDG MS
6	fighting	EMS> Teen Court	EDG MS
7	THC possession	EMS> Teen Court	EDG MS
8	Vape posession	EMS> Teen Court	EDG MS
9	DUI/DWI/ poss alcohol/open container	Mor HS> JPO	Moriarty HS
10	THC Possession	MOR HS>Teen Court	Moriarty HS

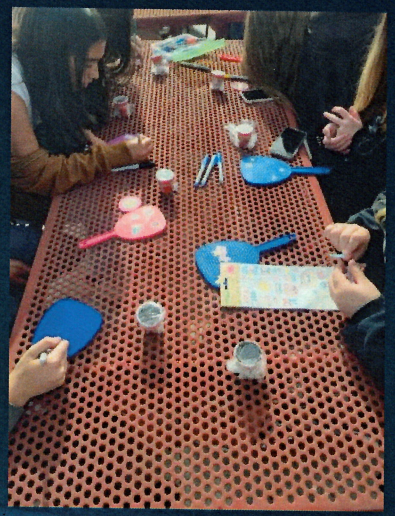
Girl's Circle Program

A structured support group for girls and gender-expansive youth from -18 years which integrates relational theory, resiliency practices, and skills training. Designed to increase positive connection, strengths, and competence in girls. Also offered under the model is Mother-Daughter Circle, for mothers or female caregivers and their daughters.





Affirmation boxes





Cooperative snacking

Boys Council Program

A strengths-based group approach to promote boys' and young men's safe and healthy passage through pre-teen and adolescent years. In this structured environment, participants gain the vital opportunity to address masculine definitions and behaviors and build capacities to find their innate value and create good lives individually and collectively!

THE COUNCIL®
FOR BOYS AND YOUNG MEN



BOYS COUNCIL SESSION AT ESTANCIA SCHOOL


You are never too Cool !!
Friends
Sharing
Helpful
Compliment eachother
Peaceful
Maddie + Kate
BEST FRIENDS




EMBRACE IT!
In SKIN
Anything




Be positive Productive patient and persistent
Life begins where fear ends.
ENJOY every MOMENT

Number of Youth Served

- **FY20 26**
- **FY21 51**
- **FY22 128**
- **FY23 150**
- **FY24 171**
- **FY25 294 youth!**

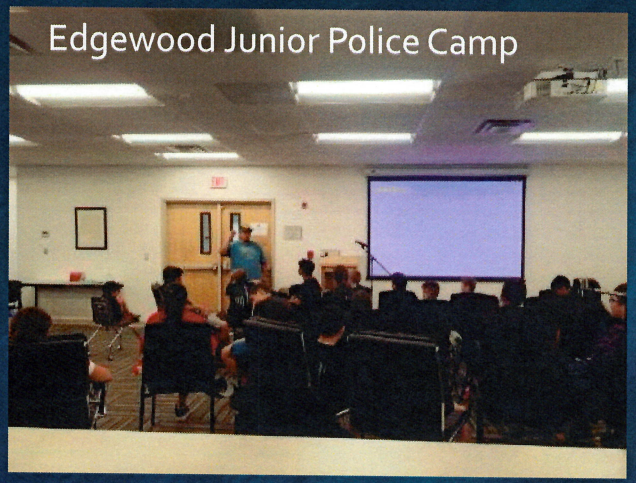
FY25
JJ GRANT FINANCIALS

Total funding: 261,602

- Continuum/Board 81,602
- Boys Council 79,600
- Girls Circle 94,200
- Restorative Justice 6,200
- (40% min. match needed = 104,641)

- Spent 200k of 261k
- Needed 80k match
- Actual match was 77k

COMMUNITY PARTNERSHIPS

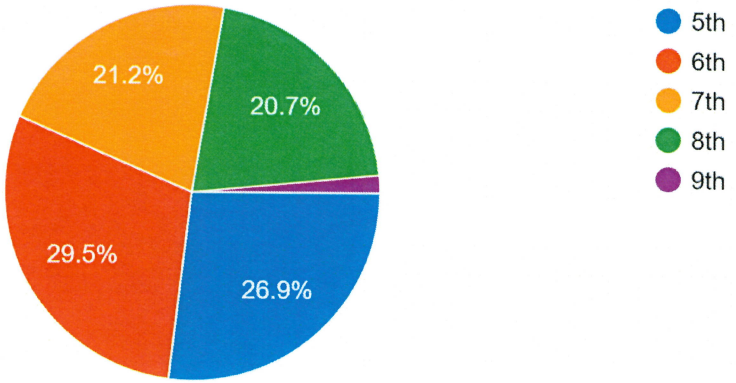


- Partnership for a Healthy Torrance County
- DWI Planning Council
- Memorial of Perpetual Tears
- Waves Behavioral Health
- Municipal & Magistrate Courts
- Torrance County Teen Court

Survey Data

What grade is youth in?

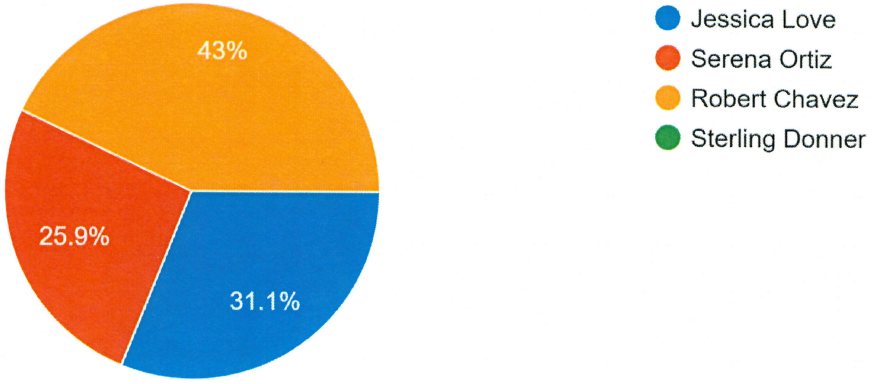
193 responses



Staff that submitted surveys

Staff name?

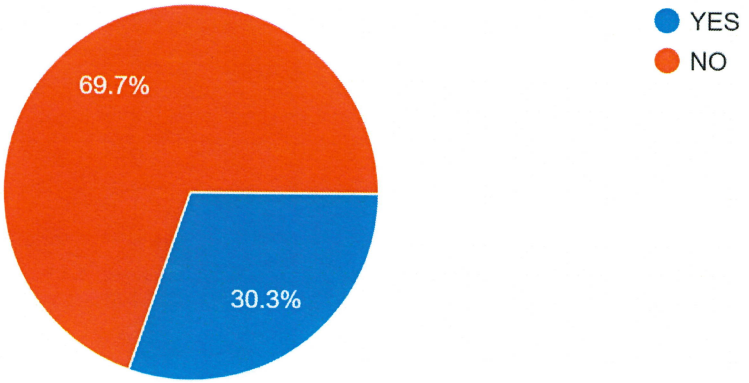
193 responses



Bullying

During the last 12mo. have you ever been bullied on school property?

185 responses

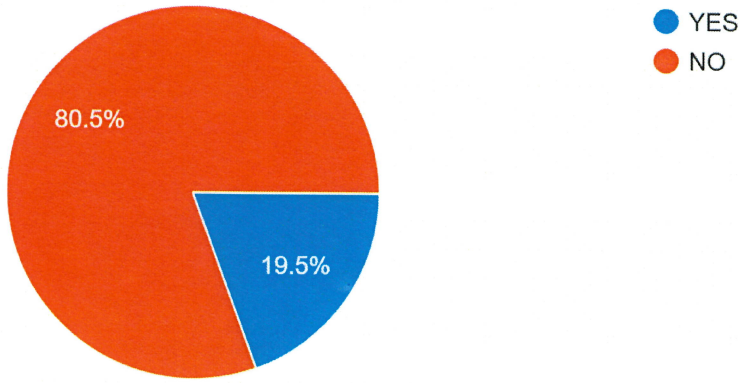


- YRRS Data: Youth Risk & Resilience Survey

Electronic Bullying

During the last 12mo. have you ever been electronically bullied? (Count being bullied through texting, Instagram, Snapchat, or other social media.)

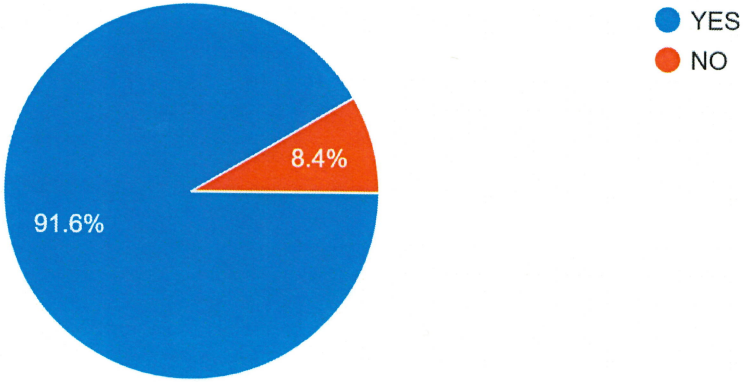
190 responses



Youth Resiliency

I have one caring relationship with at least 1 adult in my community

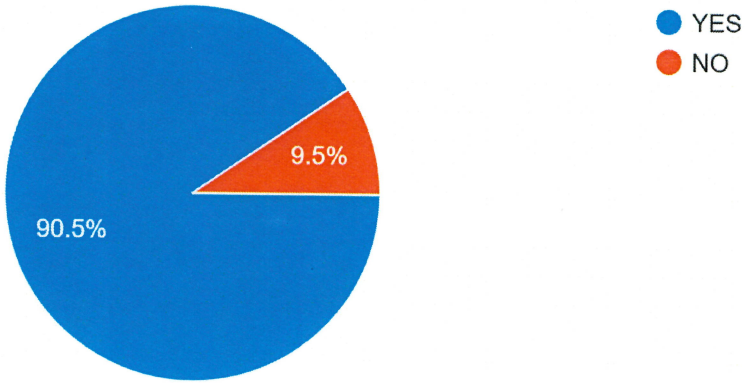
190 responses



Outcomes

I participate in a sport, activity, or hobby that I love.

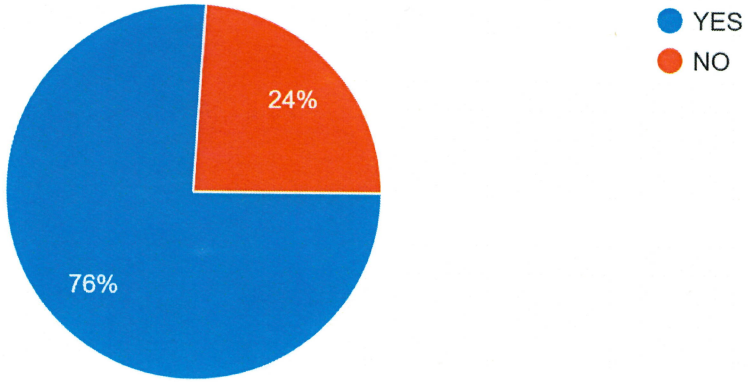
190 responses



Outcomes

I cooperate with others (BC) or feel good about my body (GC)?

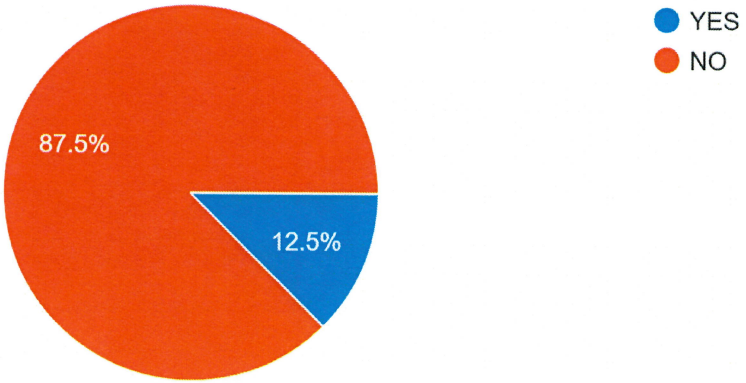
192 responses



Vaping

I vape, or have tried a vape.

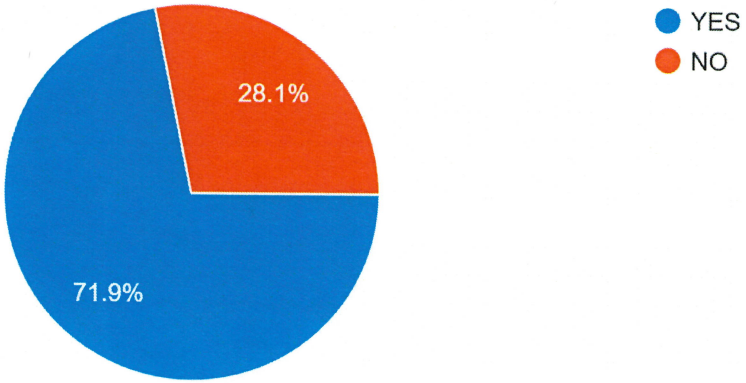
192 responses



Resiliency

I tell adults what I need.

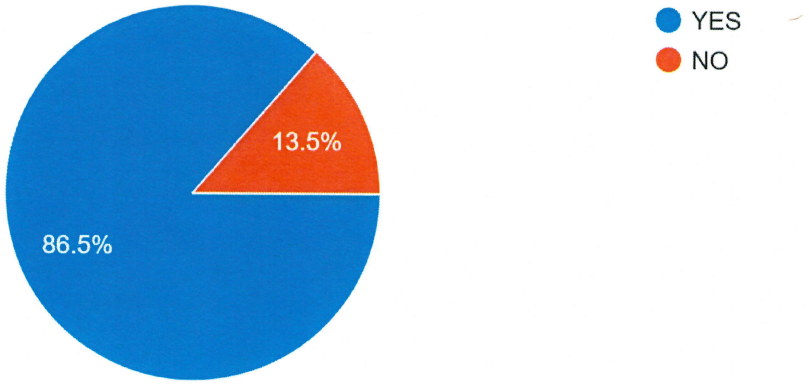
192 responses



Outcomes

If someone disagrees with me, I can work it out.

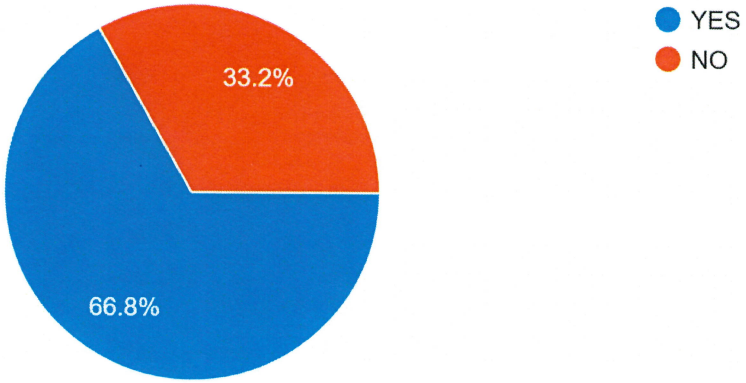
192 responses



Outcomes

It is easy to stick to my plans/goals.

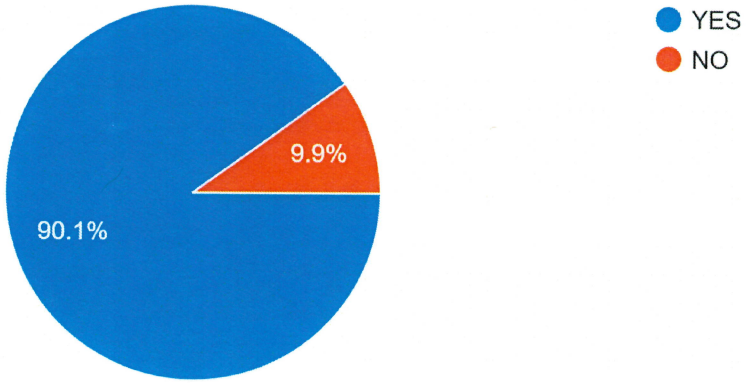
193 responses



Program Satisfaction

I could share/say what I was thinking in GC/BC.

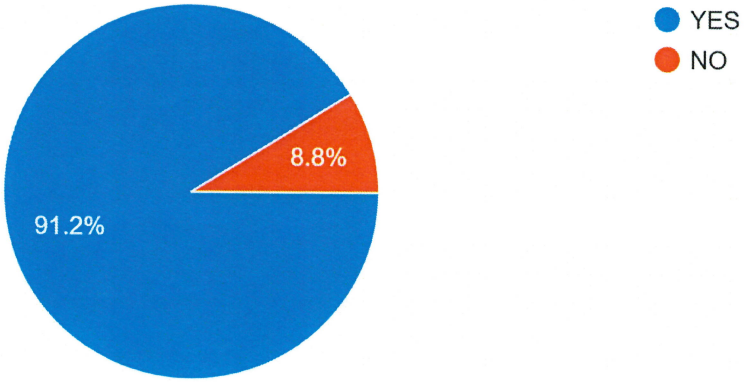
192 responses



Program Satisfaction

Everyone respected me in BC/GC.

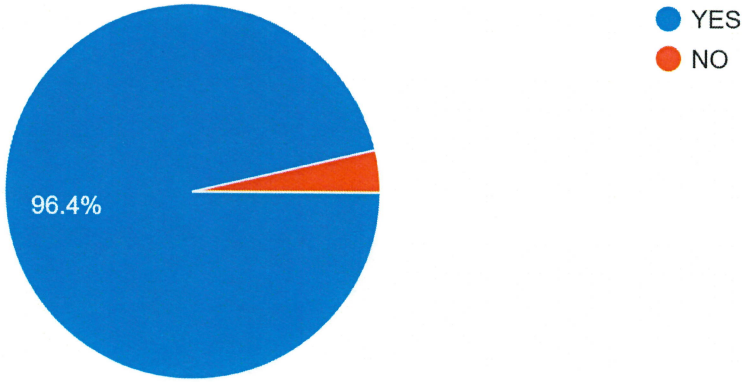
193 responses



Program Satisfaction

I enjoy doing GC/BC.

192 responses



Have you changed in any way after being part of BC/GC?

- I've changed to more respectable person
- I feel more comfortable with the girls around me and in my class
- Yes, I've gotten better at talking to all my friends.
- Been more respectful
- My grades got better and my attitude
- Yes, more confidence and self love
- I feel like I did a little cuz now I kinda feel I kinda fit in.
- Yes I have gotten smarter and a lot more patient
- I am now very emotionally mature & considerate of others perspectives
- I changed by being more calm and self control
- I've changed how I act.
- being a better person
- I work harder and faster
- Yes, I have been more positive.
- Yes, because I feel comfortable.
- I've become more calm
- I've opened up a lot more
- happier
- Sort of friends with everyone
- Yes, I think I understand people more.

Thank you for the opportunity to present today!

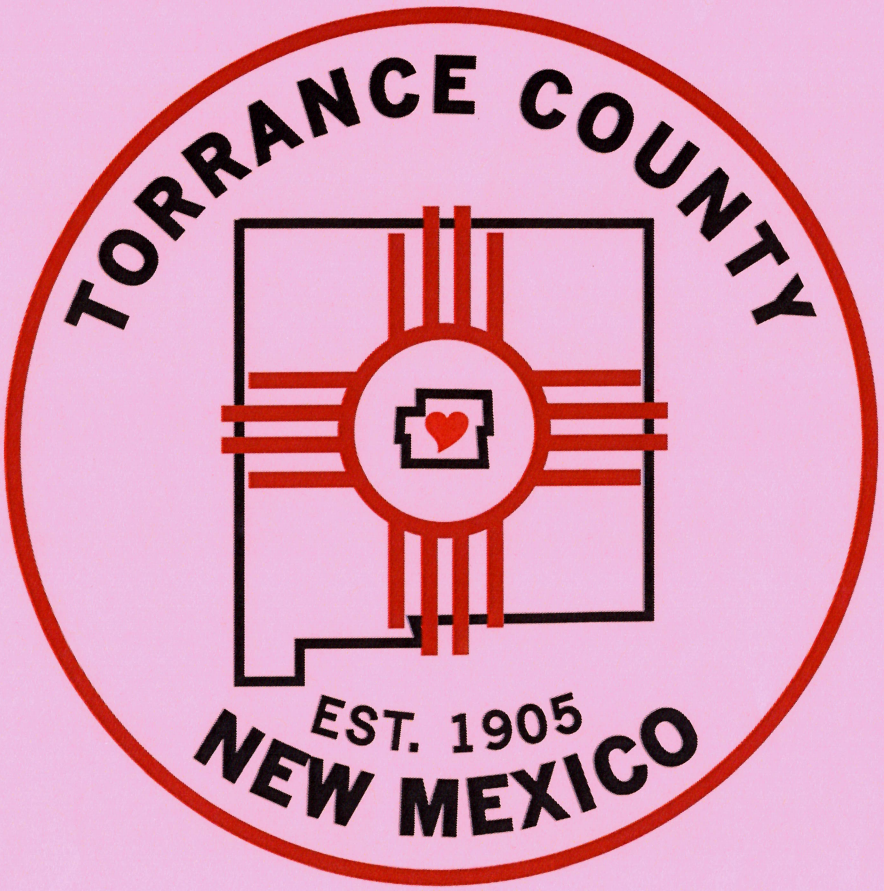
TORRANCE COUNTY
JUVENILE JUSTICE CONTINUUM COORDINATOR

REBECCA ARMSTRONG
505-620-6317
ARMSTRONGREBECCA73@GMAIL.COM



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 8 C



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9 A

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
July 23, 2025
9:00 AM

Commissioners Present:

RYAN SCHWEBACH-COUNTY CHAIRMAN
KEVIN MCCALL –COUNTY VICE-CHAIR
LINDA JARAMILLO – COUNTY COMMISSIONER

Others Present:

J. JORDAN BARELA – COUNTY MANAGER
MISTY WITT – DEPUTY COUNTY MANAGER
MICHAEL GARCIA – COUNTY ATTORNEY
SYLVIA CHAVEZ – COUNTY CLERK Via Zoom
MACKENZIE CARLSON – ADMINISTRATIVE ASSISTANT I
DON GOEN – COUNTY P & Z DIRECTOR

1. Call to order.

Ryan Schwebach-County Chairman: Calls the July 23, 2025, Regular Commission Meeting to order at 9:06 AM.

2. PLEDGE OF ALLEGIANCE AND INNVOCATION

Pledge led by: Ryan Schwebach– County Chairman

Invocation lead by: Linda Jaramillo – County Commissioner

3. Changes to the Agenda:

J. Jordan Barela- County Manager: We have a few changes to the agenda. Item 9B It's a Special Meeting is how it's printed, it really was a regular meeting. Then item 14F, I asked to defer it because we're looking for some more information. I'm also asking to move discussion item 15A up, prior to public comment.

4. PROCLAMATION: None

5. CERTIFICATES AND AWARDS: None

6. BOARD AND COMMITTEE APPOINTMENTS:

A. **PLANNING & ZONING:** Review and Potential Reappointment of Danielle Johnston to the Torrance County Planning and Zoning Board for a Second Term.

Don Goen- P&Z Director: Danielle has served one full term, and she's a member of good standing, she has been a positive addition to the Planning and Zoning Board and would appreciate her being appointed to a second term.

Ryan Schwebach- County Chairman: I'm assuming you're willing.

Danielle Johnston- P&Z Board Member: Yes, sir.

Don Goen- P&Z Director: There should have been a letter of interest right in the packet.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve.
Kevin McCall -County Vice Chair: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

B. **PLANNING & ZONING:** Review and Potential Reappointment of Jess Segura to the Torrance County Planning and Zoning Board for a First Term.

Don Goen- P&Z Director: Mr. Segura filled the remainder of Mr. Frost term. So, this is technically his appointment to his first term, and he's been thoughtful, attentive, paid attention, and showed good judgment. Once again, I'd appreciate him being appointed to the board for his first term.

Ryan Schwebach-County Chairman: Here's a thumbs up from you, Jess.

Kevin McCall -County Vice Chair: I would like to say I appreciate Jess's letter in his admittance that he came in slow, but he's learned it, and he feels like he's getting his feet wet more every day. So, I appreciate your willingness to serve and the fact that you're trying to learn the code and learn what a good planning and zoning board members looks like.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve.
Kevin McCall -County Vice Chair: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

15. DISCUSSION/PRESENTATION

A. GRANTS: Presentation on the 2025 Summer Enrichment Intern Program

Luke Fields- Planning and Zoning; former Grants Administrator: Morning, Mister Chair, Commissioner McCall, Commissioner Jaramillo, constituents, fellow employees and honored guest. Thank you for coming here today. My name is Luke fields, I currently work with Torrance County Planning and Zoning, but I'm the former Grants Administrator for Torrance County. One of the programs that I was able to get started this year is a recurring program for the County. It's the summer experience Internship Program here at Torrance County. Several years ago, there was a quote from the president of UNM that talked about athletics being the front porch to the university.

I kind of feel like this intern program is the front porch for the County, something that everybody sees without going into what exactly the County is and what the County is doing. But we get a lot of good feedback from the Community on this program. Today I have Juanita and Jesusita, who worked at the Estancia Public Library. They will be doing a presentation on the program. What they've accomplished this year with our 39 interns, and later, we're going to have an intergovernmental agreement for us to finish out the remainder of this program that is currently going on for this part of the fiscal year. I'll have more information on what's going on with the program for next year when that action item comes up. So, I'd like to introduce Juanita and Jesusita.

Juanita- Torrance County Intern: Well, we're going to show you guys some photos of the kids at their workplaces, what we do and the goal of the program.

Jesusita- Torrance County Intern: The goal of the program is to work with interns, to coordinate work schedules, verify and sign students time sheets, skills, and evaluate intern performance review process with interns, periodically providing an environment free from all types of harassment. Support missions of PD and your organization, slash company, to enhance the health, safety and quality of life for all residents of the state of New Mexico.

Juanita- Torrance County Intern: Workshops; The goal of the workshops was to prepare and review weekly work habits and what it takes to step into the workforce. The program went every Monday to review and introduce healthy work habits and give real work advice and situations. These are photos of the interns outside here doing a little workshop. These are photos from the job sites. Then this is our Torrance County Internship Program by Juanita me and Jesusita. The Torrance County Internship Program helps build work experience and give students a chance to be a part of the Community. It benefits employees by teaching them real job skills, preparing them for their future in the workforce.

Readings from PowerPoint

Jesusita- Torrance County Intern: Every Monday throughout the summer, our coordinators held meetings to teach us job skills that will help us in future careers. Some of these skills include good work habits, teamwork, building, problem solving, professionalism, communication and ethics in the workplace.

Juanita- Torrance County Intern: This is what we liked about the program. We benefited from joining this program because it gave us work experience, kept us busy during the summertime and had flexible hours for when we had to do things.

Jesusita- Torrance County Intern: Some ways we think this program could improve is by allowing more students to join and having more career exploration.

Juanita- Torrance County Intern: This is the end of our slideshow. Thank you for your time.

PowerPoint Attached

Ryan Schwebach-County Chairman: You don't get off that easily. I have a couple of questions for you. So, tell me, what grade are you all in?

Juanita- Torrance County Intern: We are going into our junior year.

Ryan Schwebach-County Chairman: Out of the 39 students, how did you guys choose, that you two got to present?

Juanita- Torrance County Intern: I don't know.

Ryan Schwebach-County Chairman: Well, you did a very wonderful job. Thank you. Just so you know, I as a Commissioner, we have to deal with a lot of stuff that's not fun. When we see these youth come in, when we see these programs come in, we see that feedback. It's one of the more joyous parts of this job. So, thank you very much for coming up and presenting. Thank you for your time.

Linda Jaramillo- County Commissioner: I attended the Manzano land grant meeting on Sunday, and they were so impressed with the young lady that worked out there. I'm sorry I forgot her name, but she was so helpful. They got a lot of stuff done at the Manzana Land Grant building and throughout the area. So, they give you proof of what you do. Thank you. Thank you for your time. Have a good day.

Linda Gallegos- Chief Deputy County Assessor: I wanted to piggyback off that, because we had an exceptional young lady working as an intern in our office as well. Tomorrow is her last day, and I just want to say that there are a lot of fine young people that are getting into this intern program. I have to brag a little bit about Jasmine Acosta. She's also a student here in Estancia. She's a sophomore, and she did a lot of mundane tasks in our office things that we weren't normally able to get to on a regular daily, she didn't complain. She stayed on task. There was no looking at her cell phone, no having to remind her about her job, what she needed to do. She even entertained RAP, the Risk Awareness Program that we present in our office weekly. She was interested in that, and so I just wanted to introduce you all to this fine young citizen of our Community. We have just a little certificate for her, our appreciation for coming and doing a really good job in our office.

Ryan Schwebach-County Chairman: Thank you, Jasmine. I hope, hope we can see you again, maybe next year. Did you enjoy it? Was it a good time in the Assessor's office?

Jasmin- Torrance County Intern: Yes, Sir. I did.

7. PUBLIC COMMENT and COMMUNICATIONS: (Comments limited to two minutes.)

Jesse Lopez- Veterans of Foreign Wars: Good morning, Torrance County Commissioners. I'm Jesse Lopez, with my co-member, Mike Means both members of the Veterans of Foreign War here in Moriarty, we represent Estancia Valley. Also with me today is Mr. Chad Hamilton. He's a father of a deceased veteran who lived in the area, grew up in the area and unfortunately passed away at Fort Parsons. We're here for an update on how we're looking on our petition for funding 100 names for a cost of $20,000. Last time we were here, I provided an estimate invoice, of the company willing to do the engraving again. They're the company that Moriarty City initially contracted to get the names done. Well, they're more than capable of following suit, they are able to do the names in the same style and the same progress and adding the medallion to the service they participated in.

So, we're here on the update, I like to say that we're slightly disappointed, the three of us here have contacted the City Clerk of Moriarty to rejuvenate the Veterans Monument Wall Committee. We've contacted them numerous times, Chris Anaya and Steve Anaya and I, who were on the board, have not responded. I don't want to say anything negative, but normally, when you ask somebody for something, you get a response. We have not received any response from them. Today, we're going to be attending the Moriarty City Council meeting, and hope that maybe we get one on one, that we can rejuvenate this committee. We had the committee going, we did several good things, especially developing what allowed an individual to get on the monument wall.

Ryan Schwebach-County Chairman: Go ahead and continue. You were supposed to be in discussion. I screwed up on the agenda, so I stuck in here. So, you're getting more than two minutes. Please proceed.

Jesse Lopez- Veterans of Foreign Wars: I know in conversation before Commissioner Jaramillo had requested a list of names that we would be added to that monument wall, but without getting together with the City Committee there, we haven't been able to do that for you. Once we get this ball rolling again, get this committee rejuvenated. We can work on that and establish it. We're also not only petitioning the County, but we're also petitioning the City if they can provide funding for veterans names. Then we discussed earlier, it's not just for Moriarty veterans this is for the Estancia Valley. We're looking at as North as Stanley, and the South as Willard, and even crossed over to Mountainair. So, this is a large area that we're seeking assistance from, mainly Torrance County. But because the funding literally will come from Torrance County, we will be looking at Torrance County initially. Okay, so without due respect, once again, we ask for support and funding for engraving on the monument while they're in Moriarty for the veterans of the Estancia Valley.

Ryan Schwebach-County Chairman: So, just to follow up on what you're saying. Hopefully here on item 14A we're going to be discussing doing a little bit of funding from the County. So, you can have some ammunition to take to the council meeting tonight.

Jesse Lopez- Veterans of Foreign Wars: We'll continue to march. Thank you very much for your attention now.

Ian Philabaum- Innovation Law Lab: Morning, Chairman, Commissioners and Community members. I'm Ian Philabaum with Innovation Law Lab. Earlier this month, we arranged a legal orientation and visit with dozens of people detained by ICE and CoreCivic at TCDF on July 10. When we got to the facility, staff told us that due to an internet outage, the security cameras and phones were not working. So, no one could be moved inside the facility, and we could wait, but we might not get to see anyone. They emphasized that the internet issue was a provider issue, and that there was nothing that they could do about it. We waited for over five hours in the lobby hoping that the Internet would be fixed and asked staff if there was any way to facilitate providing critical legal services. Alas, the Internet was not fixed before visitation hours ended, and we were not provided with another

option to meet with people. So, people in need of legal support did not receive it. CoreCivic's, lack of a backup plan means that they're unable to fulfil their contractual obligations.

The point that an issue stems from an outside contractor does not absolve CoreCivic and ICE of their responsibilities. The fact that an all-day internet outage means all day camera outage surfaces other dire concerns beyond legal access. If people are not able to move around the facility, what happens if somebody needs medical services? How does staff communicate with people in detention with no language interpretation? The cameras do not work, and staff cannot monitor all areas within the pods at all times. What happens if there is an emergency? Additionally, while waiting in the lobby that day, I saw with my own eyes in the restroom that human wastewater and sewage had come up from the drain on the floor. This recalled the frequent testimonies we've heard from people detained. The sewage flooding in the restroom was not cleaned up the entire time we were there waiting. These circumstances, yet again, compel us to ask how can this place be permitted to continue to operate in what other form of business is it acceptable to not provide the service contracted for the ongoing violations? Clear that Torrance County must end its contracts with CoreCivic and ICE without delay. Thank you very much.

Tiffany Wang- Innovation Law Lab: Good morning, Chairman, Commissioners and Community members. I'm Tiffany Wang with Innovation Law Lab. This is a translation of a recording that my colleague will play momentarily from a family member of someone recently detained at TCDF. Quote, my name is Angela Gonzalez. I have a person, a family member, detained. Our lives were normal, but since he got there, one doesn't sleep. Here I have depression that I can't stand. I had to start taking medication. I don't sleep. My son has depression that he can't stand, knowing he's going through all the abuse there because they abused him verbally. They also took away his rights, not giving him medication, not taking him to a doctor from contagious bacteria. All of this and for us, this changed our lives, because where's the enforcement of human rights? Where's the authority? Who is responsible? No one takes responsibility. So, yes for us, this has changed our lives totally, including when we eat. Why? Because when you serve your plate for a meal, but you know that he's not going to eat, and he's a person with a disability and is sick, all of this has affected us a lot mentally. Now we're not the same

people, because what they do there is inhumane. It's all abuse, all rested. Everything makes you sick, it's torture, the dirty bathrooms, the food, even worms. It makes you sick. No one says anything. All that matters is the money, just the money. End quote, thank you.

Roy McClellan- Torrance County Resident: Commissioners, thank you for having me. I'm Roy McClellan. I'm a resident of the Melody Ranch subdivision here in Edgewood, New Mexico. Currently, Melody Ranch houses roughly about 78 houses in that subdivision. We have been without water for three months. The Melody Ranch Water Company that services our water wells has negligently and has not been able to maintain the water system. The well apparently, does not have the funds to be able to sustain and maintain and go forward with providing this water. Without having water, this has produced physical, mental, emotional and financial stress on all of the residents within that Community. With 78 houses, you average each house of having about five residents or five inhabitants, that's about roughly 400 individuals that this company services.

This water company continues to bill us and sends us bills for water and for services that we are not receiving. We have been in contact with the PRC. We have been in contact with the Attorney General's office. I have been in contact with Stephanie Lord, our State Representative and also Senator Thornton's Office, who are all aware of this. I have a petition that has been signed by roughly over 80 individuals who have signed petitions to see if we could get anything done and move on with this. I understand that this is a private company, but I've also researched a little bit of the New Mexico State Constitution and Statutes that there is a possibility to where eminent domain can be invoked on this water company, and the state being able to seize this water company and take over the company and bring it back up to up to par. We ask for your help.

Ryan Schwebach-County Chairman: Are you going to be here for the whole meeting, I will bring it back up under discussion.

Zoom

PJ Podesta- Innovation Law Lab: Morning, Chairman, Commissioners and Community members. I'm PJ Podesta with Innovation Law Lab. I'm about to play the recording from the family member of someone recently detained at TCDF following the translation that Tiffany read there.

Audio Played

8. DEPARTMENT UPDATES AND COMMUNICATIONS:

A. EMERGENCY MANAGEMENT: National Night Out Event

Samantha O'Dell- Emergency Manager: Samantha O'Dell Emergency Manager, just wanted to provide some information about the National Night Out that we're going to be hosting on August 5TH . It'll be from 5pm to 8pm at the Torrance County fairgrounds, in conjunction with the Torrance County fair. There will be approximately 20 exhibitors, including state and local agencies. We'll have emergency vehicles, propane trucks, backhoe equipment, rodeo, multiple booths, mounted search and rescue with equipment, including a mule, multiple games with prizes. The Fair board is hosting a Gymkhana event at 6pm and Keith caters will be there selling food as well. So, it's going to be an exciting event that we have going here. We have some flyers as well, if anybody's interested, or if there's any questions.

9. APPROVAL OF MINUTES

A. COMMISSION: Request approval of minutes of June 19, 2025, Special meeting of the Board of County Commissioners.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve minutes.
Linda Jaramillo – County Commissioner: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Abstained:
MOTION CARRIED

B. **COMMISSION:** Request Approval of June 25, 2025, Regular Meeting of the Board of County Commissioners.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve minutes.
Linda Jaramillo – County Commissioner: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Abstained:
MOTION CARRIED

C. **COMMISSION:** Request Approval of the July 09, 2025, Regular Meeting of the Board of County Commissioners.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve minutes.
Linda Jaramillo – County Commissioner: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

10. CONSENT AGENDA

A. **FINANCE:** Request Approval of Payables with a Date Range 07/03/2025 to 07/16/2025.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve payables.
Linda Jaramillo – County Commissioner: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

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

12. PUBLIC HEARING

A. FINANCE: Public Hearing for the Fiscal Year 2026 Final Budget.

Action Taken:
Ryan Schwebach-County Chairman: Motion to open public hearing.
Kevin McCall – County Vice Chairman: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

Michael Garica – County Attorney: We have any witnesses, Mr. Chair.

Ryan Schwebach-County Chairman: Public, no.

Michael Garica – County Attorney: Anybody from the County staff.

J. Jordan Barela- County Manager: Mr. Chair, if I could just make one point in relation to this public hearing, generally speaking, you would have the public hearing and the approval of the budget simultaneously happening at the same time, given that the final budget hasn't been finalized yet, we had discussions with DFA, and so the intent was for this meeting to hold the public hearing to get any sort of Community or staff feedback, but the approval will likely have to come via a special meeting next week for the budget itself.

Ryan Schwebach-County Chairman: We don't have a final budget ready yet, so we cannot approve it?

J. Jordan Barela- County Manager: The purpose of this would just be to obtain community feedback related to any budgetary items that people want the commission to consider.

Action Taken:
Ryan Schwebach-County Chairman: Motion to close public hearing.
Kevin McCall – County Vice Chairman: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

Ryan Schwebach-County Chairman: Do we need to set a date for that to approve the final budget?

J. Jordan Barela- County Manager: We are hoping by the end of this week, Mr. Chair, to know when that is. Obviously, we have to do a 72-hour posting. I think as far as the pending items are concerned, the tax account is in the process of being reconciled, and that is the final pending item. So, we're hoping by this Thursday or Friday, we will have an understanding of when that is ready, because once that information is available, it will impact the cash balances, and that still has to be entered into the system. So, we're hoping by the middle of next week.

Ryan Schwebach-County Chairman: To get that available, then you plug it into the budget, and then we finalize it. You're going to highlight everything that was not as accurate as we thought. It was just where this Commission understands what we're dealing with.

Misty Witt- Deputy County Manager: I will. I did provide the Commission with the anticipated changes we have so far between interim and finals, but you guys can review those in advance. There may be a few other items. This is what I know of for sure.

13. ADOPTION OF RESOLUTION:

A. **FINANCE:** Request Approval of Resolution No. 2025 - 28, A Resolution Authorizing a Year-End Budget Adjustment for the FY25 Budget.

Misty Witt- Deputy County Manager: Thank you. Chair, Commissioners, this will be again, a budget adjustment to the FY-25 so 2024-25 budget. Again, these are all necessary to close our budget and to close our FY-25 fiscal year. So, if you were to review schedule B, that would be the County breakdown of these adjustments, like last time, the majority of these are going to be to revenue accounts or to fiduciary accounts. So, the tax accounts that pass-through Torrance County into other School Districts, Municipalities, Soil and Water Conservation Districts, those sorts of things. There were a few adjustments to expenditure, the majority of those being the grant funded salaries. So, we did a few adjustments that pertain to those. Then one of the road projects was a budget adjustment, but that was a grant funded project as well.

Linda Jaramillo- County Commissioner: What was the total added to the budget?

Misty Witt- Deputy County Manager: So, on schedule B, under the revenue policy, the adjustments to all the revenues. So, it was approximately what the schedule says, $9.1 million, approximately. Like I said, the majority of those are going to be the fiduciary funds on the non-grant funded revenues. There were a few adjustments to property tax and gross receipts in those as well, which is good. So, that may affect that beginning cash balance that the Commission will see on the final budget as well. As far as those revenues for gross receipts, property tax,

Linda Jaramillo- County Commissioner: This $13,924,000 What's that?

Misty Witt- Deputy County Manager: Which schedule are you looking at?

Linda Jaramillo- County Commissioner: The schedule A.

Misty Witt- Deputy County Manager: That is for the LGPMS breakdown. So that number is for the state reporting system. We have to keep two separate schedules, one for the state reporting system and one for our Tyler system. The schedule B is the one that opens our system.

Kevin McCall- County Vice Chairman: These salaries and overtime is that County wide?

Misty Witt- Deputy County Manager: So, the salaries and overtime, those ones were for a grant funded program for the Sheriff's Department. Specifically,

Kevin McCall- County Vice Chairman: We're going to be reimbursed later. Same with the Ewing Road project. The two that are highlighted.

Misty Witt- Deputy County Manager: Yes, sir.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve Resolution No. 2025-28
Kevin McCall -County Vice Chair: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

14. APPROVAL/ACTION ITEMS

A. **COMMISSION:** Discussion and Potential Contribution to the City of Moriarty to Provide Financial or Other Support to the US Veterans Memorial Wall.

Luke Fields- Planning and Zoning; former Grants Administrator: Mister Chair, Commissioner McCall, Commissioner Jaramillo, fellow employees, constituents and guests. My name is Luke fields, I work with Planning and Zoning in Torrance County here, and I am a former Grants Administrator, so I'll just give a little bit of an update on what I've been working on with this. So far, I've identified several grants that we can apply to. Last time I mentioned the Walmart spark grant, but there's also, through the VFW, a post assistance grant, which I'm going to work with the gentleman here from the VFW on applying for that, one. That one's only $1,500 but it opens up in September. The problem with a lot of these grants is, just like the government, they don't move very quickly. So, there are several opportunities, in addition to the Walmart Spark Grant and the Post Assistance Grant, there's also the Mellon Foundation, which specializes in monument projects, and so that's invitation only.

So, I'm going to have to do some networking, try and get us an invitation to apply to that same thing with the Pritzker or Pritzker Military Foundation is by invitation only, and I'll be reaching out to them. I'm also working on my community-based organization, the Odd Fellows and the Rebecca's. I'm trying to identify veterans who were part of Mountainair or Moriarty when there used to be lodges in this county, to at least sponsor a couple of names. But I'm also going to reach out to the Rotary Masons, if the Odd Fellows donate, I can guilt the Masons into matching that at the very least. Then the Lions Club as well. They all have a history of supporting these types of projects. Also, I just found out about this. It's kind of a little like LEDA. There is a state program through historic preservation called certified local government. It's not very descriptive, but it's to support cultural affairs and historic preservation.

But if we apply to that program as a County or as a City of Moriarty, we can get funds through that program, just kind of like LEDA, it's only the big players that are part of that program. So, Santa Fe, Bernalillo, Albuquerque, Dona Ana, I think we're pretty much a sure win if we go for it. But again, that's not immediate funding, but it's something that we could use to sustain the project throughout the years. I was not aware of the problems that they were having with the City of Moriarty. I did reach out to them. I was speaking to Jeanette who manages finance for the Clerk's Office, and I did send in a request to appear before their council to make a hard ask. Of course, after I found out what happens here today, I've also

reached out to Edgewood and sent a request to them as well. Because that was specifically, Mr. McCall requested what the other governmental buy in will be for this project.

So, I'm trying to figure that out. When I spoke to Jeanette, it's probably Moriarty that's going to maintain administration of the program, because we can contribute to Moriarty without anti donation issues. Other Municipalities could do the same, and of course, private individuals as well. But of course, we need the City of Moriarty to communicate with the VFW Post to make sure that that happens and to get that committee up and running again. So I'll go to the meeting tonight with the county manager's permission and see if we can get some more networking done on this and move it forward with that update. And of course, we have our representatives here from the VFW, but I know we discussed at the last meeting, discussing this time what the County contribution to the project could be, and so that's what we're hoping to discuss with you today. I'll stand for any questions.

Jesse Lopez- VFW Member: If I may I'd like to give you the copy of the form that we agreed to by the Veteran Monument Committee, it would allow the veteran to be considered, to have their name added to the monument.

Ryan Schwebach-County Chairman: This is administered by the Veterans, not by the City?

Jesse Lopez- VFW Member: No, this is the City, but we were part of that Committee. The City has an overall say. But we did get together with Steve and Chris and I, and a couple of our member veterans, and agreed on this form on how an individual may be considered. So, it begins there, and these are the if he's a deceased member or still a living member, that's why I called a Veteran Monument.

Luke Fields- Planning and Zoning; former Grants Administrator: I also provided you with photos that I took the other day when I was passing through Moriarty, I stopped and took photos and examined the memorial. It's very nice. It's very beautiful right underneath the water tower. There's a nice grass area behind it as part of the park. I think there's even a religious shrine that's back there too. I thought I saw but the City of Moriarty, they're committed to maintaining the park in the future. That's part of their park system that they maintain, just as far as maintenance is concerned. I did discuss that with them this morning.

Linda Jaramillo- County Commissioner: I must admit that I didn't know the wall existed, but I went to see it, and it's a very nice wall, and we need to put more names up there to honor our fallen soldiers.

Kevin McCall- County Vice-Chair: Would you elaborate a little further on the possible grant funding that's like LEDA? Do we at the County Grant Administrator apply for that? Or is it just the Municipality in which the wall sits, because you made a comment that we need to get Moriarty involved. But can we do that without their permission?

Luke Fields- Planning and Zoning; former Grants Administrator: Yes, across the board, we can do it ourselves. We can because as the County, we can develop the program and provide assistance to the City, but we should probably apply for the program for our own historic preservation as well. There's probably other areas that we can apply this program to, just like with LEDA. I haven't dug too far into it. I stumbled across it this morning when I was preparing for this presentation. Like I said, it seems like it's a big pot of money. Right now, it's kind of concentrated on the high-density areas, and it says on the web page that they would really like smaller entities to apply and receive funding. So, I think it's a good path forward for all Municipalities in the County for historic preservation, but specifically for this project, it is probably best if Moriarty did it, but if they don't, we can push it through as well. It does require, just like with LEDA, development of a plan and then also a passing of a resolution or ordinance. I think it's just a resolution by whatever entity is applying, whether it's the City of Moriarty or the Commission here.

Kevin McCall- County Vice-Chair: I assume we'll get that information over to our new Grants Administer?

Linda Jaramillo-County Commissioner: So, as it stands right now, can the County donate money to this?

J. Jordan Barela- County Manager: Mr. Chair, Commissioner Jaramillo, yes, and depends on how it's donated. But the property itself, the wall itself, is owned by the City of Moriarty. So, the County could provide a payment to the City of Moriarty to support whatever new initiatives take place with the wall, and that may include rehab work, adding new names, any of those types of things. But in that regard, it is a government-to-government transaction.

Linda Jaramillo-County Commissioner: So, we can? So, that we can't do that today, right?

Ryan Schwebach-County Chairman: So, that's a yes. No, it's on the agenda.

Linda Jaramillo-County Commissioner: We can decide how much money we would consider.

Ryan Schwebach-County Chairman: Have you guys though about it?

J. Jordan Barela- County Manager: Mr. Chair, just to put this on the Commission's radar too, I know there was some discussion about, other government entities in the valley, potentially being a portion of the contribution, but not necessarily all of it. Another approach that we could take is putting together a letter of commitment, essentially stating, the County is willing to provide X amount under the conditions that other local governments, provide what they can afford. We can outline those parameters in the commitment letter. Then that way, if there is investment from, other organizations or governments, then that $20,000 is fully funded, that is another approach to take.

Ryan Schwebach-County Chairman: I was thinking of something along those lines. What number were you guys thinking?

Linda Jaramillo- County Commissioner: I'm thinking $5,000

Kevin McCall- County Vice-Chair: About five to seven. So, I appreciate that you just gave that update, but the question I have is the $20,000 needed upfront to even get started, or would $5,000 get names on the wall?

Ryan Schwebach-County Chairman: $20,000 gives them a discount. They start piecemealing it, then it's going to be $25,00-$30,000.

Luke Fields- Planning and Zoning; former Grants Administrator: I would refer to the VFW and the father of one of our service members.

Chad Hamilton- Father of VFW Member: The $20,000 just to finance one hundred names on the wall. The medallions, the name, and the time and the equipment that's going to take to do all this.

Ryan Schwebach-County Chairman: You have one hundred names already?

Chad Hamilton- Father of VFW Member: Yes, sir, Mr. Lopez, had a list of people that need to be on that wall, that are still alive and that have passed. We looked at the wall the other day. The last name was put on that wall was in like 1980. They built the monument, I talked to him. He said, It's $400 a name plus the medallion. I told him we had one hundred names. So, he said, we will cut that in half to $20,000. That's for the one hundred names that you do have. That includes medallions, all the labor in and out the door. They called us twice, one to get started on it. But again, nobody knows what money's coming in. So that's why we're sort of just trying to get the ball rolling.

Kevin McCall- County Vice-Chair: I verify we do have one hundred names ready to go.

Chad Hamilton- Father of VFW Member: Mr. Lopez did go down to Worthy Memorial. He did give him an invoice statement that the $20,000 does cover one hundred names, plus the medallions and everything else presented at that last meeting.

Linda Jaramillo-County Commissioner: Misty, what funds would this come out of?

Misty Witt- Deputy County Manager: We have a few options. We could probably pull it out of the County infrastructure. Should we choose to do so, of course we have some flexibility.

Ryan Schwebach-County Chairman: What I was thinking on the numbers, I was thinking in my head is to do a guaranteed $5,000 and up to $8,000 so that different $3,000 specifically for matching funds to one Town. So, if Moriarty comes up with $1,500 and we throw another $1,500 try to give a little incentive too.

Chad Hamilton- Father of VFW Member: Okay, so trying to spread it around so every County can contribute, and not just one, so all Counties can contribute.

Ryan Schwebach-County Chairman: What Commissioner McCall is saying is less guaranteed and more matching? I kind of like that. Keep in mind the goal here is one. I don't think the other Councils have really had a chance to discuss it. I did see an Estancia Councilwoman in here somewhere. I don't know if she stepped out. The point is, I would like to give you guys something to go to these Councils and match it, and then when you start getting commitments, we can come back to the table. I know there's private businesses that want to donate. I think we're going to

get a list together on that to simply contact them, get the commitments, get everything rounded up. Moriarty is a key they have got to administer it. It's on their property. So hopefully we can handle that tonight.

Chad Hamilton- Father of VFW Member: That's why we're going to the meeting tonight, that way when we're trying to get Estancia, Moriarty, and everybody on the same page. So, no one takes the brunt of all the money. More like Moriarty say, okay, we're going to donate five grand. The Commissioner says we'll donate five grand. It's a start. So, everybody understands that at the end, we need to come up with this amount, and when we get that amount, then the wall can be done.

Ryan Schwebach-County Chairman: What do you think of four and four? Four, guaranteed, four matching.

Linda Jaramillo-County Commissioner: That's good. Are you going to attend the meeting tonight? Any of you?

Chad Hamilton- Father of VFW Member: I did call them. I made sure that it was active tonight. Their meeting will start at 7:30PM at the Civic Center. The more people show up, the more chance that we have of getting something on it.

J. Jordan Barela- County Manager: Mr. Chair, I can get that letter drafted, especially if Luke's heading to the meeting tonight.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve.
Kevin McCall- County Vice-Chair: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

B. ANIMAL SERVICES: Request Approval of a Veterinary Services Agreement Between Torrance County and Western Trails Veterinary Hospital.

Danette Langdon- County Animal Services: This is a contract that we have with Western Trials Veterinary Hospital for medical services for shelter animals.

Ryan Schwebach-County Chairman: It's the same one you've been using just annual renewal. I assume you're happy with them.

Danette Langdon- County Animal Services: We have been with them for 20 years, at least.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve.
Linda Jaramillo-County Commissioner: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

C. **ANIMAL SERVICES:** Request Approval of a Professional Services Agreement Between Torrance County and Krystle Hutsel, DVM for Veterinary Services for the Torrance County Animal Shelter.

Danette Langdon- County Animal Services: We are required to have inspections of our facility yearly, and Crystal Hutzel Is the veterinarian that will provide those inspections for us. It is separate from the Veterinary Services Agreement, because it's a professional service.

Ryan Schwebach-County Chairman: She is with the same organization, but it's just a separate scope.

Danette Langdon- County Animal Services: Yes, Sir.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve.
Kevin McCall-County Vice Chair: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

D. **ANIMAL SERVICES:** Request Approval of a Professional Services Agreement Between Torrance County and Kathleen West, RPh for Pharmaceutical Services for the Torrance County Animal Shelter.

Danette Langdon- County Animal Services: This is for our pharmacy inspections. We are required to have quarterly inspections of the medications and drugs that we have at the shelter, and Kathleen West provides those for us currently.

Ryan Schwebach-County Chairman: I assume same individual you've been using?

Danette Langdon- County Animal Services: Yes, sir.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve.
Linda Jaramillo-County Commissioner: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

E. **MANAGER:** Request Approval of a Memorandum of Understanding Between Torrance County and the Torrance County Fair Heritage Association for the Execution of the 2025 Torrance County Fair Junior Livestock Sale.

J. Jordan Barela- County Manager: Thank you, Mister Chair. So, this is a new MOU to the County this year, as the Commission's aware of, the Torrance County Fair Heritage Association is a nonprofit that was put together specifically for the purpose of helping with the fair as well as the execution of the junior livestock sale. So, this MOU between the County and the Heritage Association would allow the County to provide a flat fee, of $3,500, to the Heritage Association. For the purpose of executing the junior livestock sale for this year's fair. I think in terms of the nonprofit, there are a lot of other things that could be included in here, given kind of where we are in fair season and the timing of this, I think the sale was the most prudent item to get before the Commission. So, we did want to present this. This scope of the MOU only does cover the junior livestock sale, but there is room to expand on this in future years, also Amanda Lujan is here with the Heritage Association for pending questions and my understanding is Patrick Riley may be available online as well.

Ryan Schwebach-County Chairman: Who's on the board for this? I mean, who runs it?

Amanda Lujan- County Fair Heritage Association: So, the initial founding board is Haley Encinas, Kyra Encinas, Patrick Riley and myself. The way our bylaws and incorporation are written the Torrance County Fair Board Chair and Vice Chair service ex officio board members, so they'll always be that integration with the Fair Board.

Ryan Schwebach-County Chairman: So, the other members, down the road how would that work? I'm just curious.

Amanda Lujan- County Fair Heritage Association: So, we do have bylaws, also state membership criteria, which is essentially living in Torrance County, and then there's a certain level of involvement you have to be. You have to attend during the year, as well as a membership fee. Right now, because we're still in our initial development phase where we will finalize the bylaws, and our annual meeting will be in April, and that's when we will finalize the bylaws, the new board members kind of officially start the organization.

Ryan Schwebach-County Chairman: Do you have a board of four?

Amanda Lujan- County Fair Heritage Association: We're going to have a board of five. Right now, we're just the initial incorporators, and eventually we do want to have a board of five members, right now we just haven't gotten that participation yet. I'm sure it will happen.

Ryan Schwebach-County Chairman: Right now, we're legal and operating. We're just with the founding board. That makes sense to me.

Amanda Lujan- County Fair Heritage Association: I wanted to ask a question about the MOU. It says it will remain in effect until June 15, 2025 should it be 2026.

J. Jordan Barela- County Manager: It should be Amanda. That is a good catch, and we can make that adjustment.

Linda Jaramillo-County Commissioner: Does this replace the Fair Board that used to be.

Ryan Schwebach-County Chairman: No, the purpose of this. Get the whole background. So, there used to be a nonprofit fair RAM that ran the fair. They did it through donations, and this was years and years ago. At some point the County

was asked, or the County said, I don't know the details. It doesn't matter. The county was asked to take over the fair. That's when we the County created a Fair Board.

Linda Jaramillo-County Commissioner: How long ago was that?

Kevin McCall- County Vice-Chair: For at least 10 years.

Ryan Schwebach-County Chairman: I mean, it was prior to 2019, at that point, that's when we have the County appointed Fair Board. That's what you know, that's what you've been around. So, within that, the County had the Fair Board do the sale, but all that money goes through the County. So, then we started seeing some issues with financing. So now the County was involved in collecting money and dispersing checks. To be honest with you, when you look at a livestock sale, a junior livestock sale, a government entity is not best suited to deal with, and so that is the main driver for the County, saying, we would like a nonprofit, mainly to handle a fair that's what we have, or the sale, that's what we have here. But within that this also gives the Community an option to work with this nonprofit. Specifically for Torrance County, fair things, whether it's donating money, time, whatever the case may be, because of a nonprofit that can issue a tax-exempt form. Which is beneficial to the buyer or person donating. If somebody wants to come and throw some gravel in there, or put in new lights, or whatever. That can all be done and it's all taken care of. It's all tracked up and this gives them a lot more working freedom. It's kind of new to this fair, but a lot of other fairs where I've seen it, it's a very well-functioning system that blends public and private together.

Linda Jaramillo-County Commissioner: The regular board members agree with this?

Ryan Schwebach-County Chairman: Yes, because they voted on this essentially. So, what I envision, and I don't think we have it on paper yet, but what I envision going forward is that the County says we want to have a County Fair, and this is what we want in the County Fair, and we don't want to have our fingers in all of it, but we want a livestock show. We want a sale kick, or whatever it is that goes along with County Fair. So, then we hired this company to put that County Fair on through direction from the Fair Board. So, the Fair Board is still answering the Commission, ensuring that our scope of work, what we're doing, making decisions, is going to be a blue banner, whatever all that stuff is for, cutting, cutting the livestock, making the classes, the sale, the Fair Board is still good, putting down a Fair Book, the rule book. Then, the nonprofit is

administering it and handling the finances. Does that make sense? Did I explain that okay?

J. Jordan Barela- County Manager: You did. Mister Chair, thank you. Commissioner Jaramillo, in other organizations, having that nonprofit really streamlines the process. There is a ton that goes into a fair as far as procuring and ordering and purchasing things. You have livestock, judges, hotel rooms, buckles, ribbons, feed-mans, shavings, you name it. The way it works in other organizations is, the nonprofit they have an MOU or a contract with the County, they identify what those quotes are. Then they invoice the County directly for all those services. So, rather than us opening forty different purchase orders and processing payments, which causes a delay. We cut one single payment to the nonprofit through our agreement they execute all those provisions of the fair. So, it does really take the government process out, but it does make the fairs ability to execute efficiently. It's a lot easier going through that process.

Ryan Schwebach-County Chairman: That's the big hold up when you get to fair, something happens two days before the fair opens and money needs to be spent. It's not easy to get money through the account. This will have the ability to do that.

Linda Jaramillo-County Commissioner: I see those payments being made their way after the fair.

Ryan Schwebach-County Chairman: So that's the other thing, it's up to the entity. Most of the ones I've seen, if they have $100,000 sale, when they get $100,000 enough to cover it, they issue the checks, even if they haven't collected. So, if they have some money in reserves, or something like that, they have the ability to issue those checks. Then they worry about collections with the government, with the County, I think we did that one year, and then we were looking at them on a spreadsheet and said, no, this is not, we can't do this. That's the delay, because there is some issues with collection. But, you know, we can't, I don't want to take taxpayer dollars and pay off the livestock. So, we can't do that. This will fix a lot of that.

Kevin McCall- County Vice-Chair: So, I first wanted to say thank you to the Fair Board for being amenable to this. We had a meeting the three of us with the Fair Board, and we pretty much told them, this is how it will be, and the County will not facilitate another junior livestock sale. So, I appreciate the willingness for this, for this Fair Board, to put this together fairly quick. So, thank you for that. Just as everything else was said about the reasons for the nonprofit versus the County. I

don't think it's right for taxpayers like Commissioner Schwebach said to be covering junior livestock expenses, to a student or to an exhibitor that the buyer did not pay, so on and so forth, and not even that, but the resources it took within our own staff to put on the sale, to settle the sale, to cut the checks, and not only that, but to get a call as a Commissioner, that my student, my exhibitor, hasn't been paid. I'm just like, I don't know, and I can get to the bottom of it, but it's probably because your buyer hasn't paid yet. More than likely that is out of our hands, and I think it's cleaner, it's sharper, it looks better The Fair Board when they're frustrated that they can't get a PO cut for some ribbons for some belt buckles, they have a checkbook. They can do it at their own leisure on their timeline. This Commission will still stand behind the fair, and will still support the fair financially, but it's more or less a one-time check cut to this to this non-profit, or it would be the non-profit, right? So, I just appreciate the Fair Board for getting this set up, and I agree.

Linda Jaramillo- County Commissioner: So how much does a County contribute to the fair?

Misty Witt- Deputy County Manager: So historically, the County has done cash transfers into the Fair Board of $12,000 a year. We also historically upheld their fees for the sales of animals. So, that was kind of where that bucket of money was coming from, at their expense. So, $12,000 from the County and then a collection of their fees from the buyers.

Kevin McCall-County Vice Chair: So, would you explain the reason for the $3,500 upfront and the fees that are collected from the exhibitors and how that may move forward? I think that's important.

J. Jordan Barela- County Manager: I think part of the reason for this initial fee setup of the $3,500 is as, Amanda mentioned and discussed in this meeting. The nonprofit is sort of just starting up, brand new organization, brand new bank account. But we wanted to ensure that through this initial process, both through fee collection and with this one-time payment, that they have the ability to have a little bit of liquidity in their account to address needs they may have moving forward. So, that was a big impetus to make sure that it was valid, because you do have things. That's a beautiful part of having a nonprofit is, if they need something next week, right before the fair they have at least a little bit of money to address that, at least until they get through this first fair process. Then of course, there's fundraisers, things along the lines that a nonprofit can do overtime to raise their own revenue. But this, the intent of this was to ensure that they had at least some financial wiggle room to address emergent needs.

Amanda Lujan- County Fair Heritage Association: I don't know how detailed you want, but I believe we just purchased show works, which is the software that manages, Haley, Kyra and Patrick are more knowledgeable about all of that. I'm doing more of the admin stuff.

Kevin McCall- County Vice-Chair: Commission, I think it's important to know that the funds that we're giving today are barefoot.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve.
Kevin McCall-County Vice Chair: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

F. **MANAGER:** Request Approval of the Task Order 2 Proposal Provided by Bohannon Huston for the McIntosh Water Rights Evaluation Increasing Total Compensation by $26,285.00 to Complete the Project.

Deferred

G. **DISPATCH:** Request Approval of a Grant Agreement Between Torrance County and the New Mexico Department of Finance and Administration Local Government Division in the Amount of $431,110 for the FY26 Enhanced 911 Act Grant Program.

J. Jordan Barela- County Manager: I'll handle this presentation, Mr. Chair. So, before you today is an approval of a grant agreement. This is a recurring and annual grant agreement from the state to dispatch through the enhanced 911 act. Essentially what this grant does on an annual basis, it provides funding to dispatch to address its PSAP program and 911 related services for the County. It also has some provisions there that allow for the reimbursements of travel training as well as their GIS software and hardware. But this year's particular grant was $431,110 but this does tie into the dispatches operating budget for this fiscal year. So, essentially, you can view this as a grant that subsidizes dispatches operations at the state level.

Kevin McCall-County Vice Chair: What dictates that amount that $431,110.

J. Jordan Barela- County Manager: Mr. Chair, Commissioner. McCall, my understanding of it is, essentially, there's, it's a block grant capacity. The state legislature allocates a certain amount of money, and then, depending on how much money that is, that funding gets divided up between all of the dispatch centers in the state.

Linda Jaramillo- County Commissioner: It ends on June 30, 2026.

J. Jordan Barela- County Manager: That's correct, Commissioner, just one year. Next year there will be another similar grant for the dispatch program. I don't know if the Chief had anything to add there.

Gary Smith- County Fire Chief: I just wanted to ask, because I'm not familiar with this grant, and I haven't spoken with the dispatch director about it, does that have any funds available for any type of process, for the radios and things that we're looking at?

J. Jordan Barela- County Manager: I'm not 100% sure, Chief, given that it has probably some standard provisions for normal operations, I don't know if it would be project specific, but we can certainly check with the state to see if that's allowable.

Linda Jaramillo- County Commissioner: It's a lot to do in one year, right? In this agreement.

J. Jordan Barela- County Manager: So, a lot of the software systems, they have their GIS recurring costs, they're all contractual, and so a lot of this money is already tied up in contracts that are existing right now.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve.
Kevin McCall-County Vice Chair Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

H. FIRE: Request Authorization to Re-Appropriate $8,636.50 in County Infrastructure Funding Originally Appropriated for the Purchase

Ambulances for the Torrance County Fire Department, to Advanced Communications for an Emergency Response Lighting Package.

Gary Smith- County Fire Chief: Chair, Commission, this is just trying to go around a little bit of the money from the cost savings we had from the $315,000 that you allocated for our two rescues. Those two rescues came in $262,000 my lighting package I need to get away from using hand gestures and yelling at people to get out of my way when I run from responding to calls. It's not working very well. There was not a lighting package put on my vehicle. So, this money would be moved over to put some lights, the sirens are already on there.

Ryan Schwebach-County Chairman: But your vehicle doesn't have any flashing lights?

Gary Smith- County Fire Chief: I don't know they put together a package for a siren, and there's a siren in there. I've got all those things, but people aren't really seeing it. So that's what we'd like to do. We still have, ultimately, some cost savings. We need to put some radios on that new rescue and some striping and stuff, and then everything will be done, but I think we'll still be under $315,000 that you allocated.

Kevin McCall-County Vice Chair: Let's talk about those numbers really quick. We allocated $315,000 for a new rescue or two and it, came in at what price? Got it for $262,000 and its brand new.

Ryan Schwebach-County Chairman: I missed that one. I thought we missed the boat on the new one.

Gary Smith- County Fire Chief: They're pushing out to 2027, 2028.

Ryan Schwebach-County Chairman: I totally missed that memo.

J. Jordan Barela- County Manager: It's been an ongoing process, but the check has been already cut for the new ambulance.

Ryan Schwebach-County Chairman: So, you're saying its ready to deploy? I misunderstood. I thought we had one from Valencia, right? I thought we were on a wait list for the second.

Gary Smith- County Fire Chief: It came in a lot faster than we thought it was at the tail end of production.

Linda Jaramillo- County Commissioner: The other one that you're going to put the unit on top of a new chassis?

Gary Smith- County Fire Chief: That's the new recipe that we have. We found out that that Valencia County rescue that we have, we can do the same, the same as this exchanger recapping as that chassis goes back.

Linda Jaramillo- County Commissioner: We've got those two and the new one.

Gary Smith- County Fire Chief: Yeah, we don't need another one right now. We're going to be golden for a while.

Kevin McCall-County Vice Chair: This new rescue is brand that we can just box with the new chassis.

Ryan Schwebach-County Chairman: Yeah, we're rocking and rolling.

Gary Smith- County Fire Chief: Yeah, we're still going to get the med radio, the other radio, into that rescue and then just some striping. We were going to paint it. They wanted a nice package. But we just don't have time for that when you get out and service. So, we're just going to put some striping on it, call it rescue 15, and be good with it. Then that $8,600 allow me to get what I need.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve.
Linda Jaramillo-County Commissioner: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

I. **GRANTS:** Request Approval of an Intergovernmental Agreement Between Torrance County and the State of New Mexico Public Education Department (IGA#26-924001-20) to Provide Up to $64,000.00 for the 2025 Summer Enrichment Internship Program.

Luke Fields- Planning and Zoning; former Grants Administrator: Mr. Chair, Commissioner McCall, Commissioner Jaramillo, everybody else. So, right here, The SEIP program, which is what you heard the presentation earlier, is a little odd in that it occurs in June and July each year, but that straddles the fiscal year. So, what we just finished up in June was actually the completion of the 2024 program, and now we're starting the first part of the 2025 program, at least fiscally. But the summer program this summer is an eight-week program. It's just four weeks in June, four weeks in July. So unfortunately, I'm already spending this money, but it's already been awarded to us as well. This is just the formality of signing the agreement so that they can issue us a purchase order and I can request reimbursement for the expenditure that we're experiencing this month. This amount is less than it has been in the past. Normally it's $100,000 but what happened is that we still had $46,000 left over from last year, from the $100,000 for that that I just requested, $41,000 in reimbursement from the expenses for June of this year, next year.

What they did is they took the $100,000 and they said, well, you have $46,000 to use. So, let's give you $64,000 to finish off the program for 2025 so that's what's going to happen with that. $64,000 that's really just for July 2025 in the next summer program, the public Education Department is going to pivot a little bit. They're actually going to try and find one contractor, and it's going to be an Educational Cooperative, most likely out of Ruidoso, that will manage this program for the entire state on a multi-year basis, and the Counties and Municipalities will be subcontractors. It just seems like it's going to clear out a lot of the red tape, because even Misty and I were kind of panicking in May, trying to get this program going, we had to withdraw support of the National Park Service because they needed 30 days to conduct background investigations, but we didn't have the funding secured in the 30 days before that, so this will allow us to start the process in March or April. Again, there's just a lot of different things that are really going to improve with this also, as the interns mentioned, and the Community mentions, everybody would kind of like to see our participation in this program grow. We used to be the biggest participant in the state. Dona Anna passed us, but we have 39 and we have the willingness in the County to move this up to 50, 60, or 70 interns next year. The grant will also provide reimbursement if we need to hire administrative support on a temporary basis to handle onboarding, background investigations, and that whole process as well. So, the whole thing is going to get a lot better, and we can basically take the program wherever we want to go. But right now, we're just asking for approval of the $64,000 so we can finish off this year and request reimbursement for expenditures. I will now stand for questions.

Linda Jaramillo- County Commissioner: So, if there's an increase in participants? Will that $100,000 go up to meet those participants?

Luke Fields- Planning and Zoning; former Grants Administrator: Yes, we will do a budget adjustment request with the state, and they will award us a larger amount if we tell them that we are shooting for a larger percentage. I'll also mention that this year, we had more participation from students in the northern part of the County than we've ever had before. So, my coordinators, I think they're, they're out, but they would like to work on expanding into more businesses in the northern part of the County so that we can support those interns. But also, just as you know, I'd really like to involve the National Park Service next year. That's just a great internship opportunity for the students, and also the Salinas Pueblo Admissions they need our help.

Linda Jaramillo- County Commissioner: So how do the students get notified at school?

Luke Fields- Planning and Zoning; former Grants Administrator: So, Commissioners, if we're able to start earlier next year, we're going to be able to do about able to do a better job. But our coordinators, for the most part, come from the schools that participate in the program, and so they kind of just disseminate the information directly to the students at the educational institutions.

Linda Jaramillo- County Commissioner: That includes Mountainair.

Luke Fields- Planning and Zoning; former Grants Administrator: Yes, with Mountainair, we actually had some assistance from Mountainair Dispatch that they posted the opening, and they actually do that for any opportunities for youth in the area, and they did a really good job. But we'd like to increase our outreach earlier, so that we can reach more students. Business and more businesses.

Kevin McCall-County Vice Chair: We had 39 this year?

Luke Fields- Planning and Zoning; former Grants Administrator: 41, finishing with 39.

Kevin McCall-County Vice Chair: I assume we asked for 40 or 41.

Luke Fields- Planning and Zoning; former Grants Administrator: Well, we had the $100,000 allotment, and that's I was able to fit the 40 into it. So just kind of

worked out. But again, if we want to shoot for higher, we can start that whole process now.

Kevin McCall-County Vice Chair: But it's just a request for an increase in funds. Then you try to plug in what you think you will need per student. It sounds like you met the needs, if not had the potential of exceeding those needs this year.

Luke Fields- Planning and Zoning; former Grants Administrator: We definitely met the needs this year, and just by timing, we might have missed out on a few opportunities. But again, with more available time next year, we should be able to support a larger program, and PED is 100% behind us, because I think there's 46,000 students in the state that qualify for this program. Right now, we're running about 2,600 that would qualify or would be eligible. That's basically how many 14 through 18-year-olds we have. We have about 2,600 participating. PED at one point had that up to about 4000 I think, but they'd like to see that number get up to 10,000 or more. The legislature basically, they haven't quite given them a blank check, but basically, they have full support that if they can grow the program, the legislature will support it.

Kevin McCall-County Vice Chair: Of our 39 this summer or 40 this summer. How many worked for the County versus private?

Luke Fields- Planning and Zoning; former Grants Administrator: Well, I think you heard testimony at a different meeting that I think we had, 10 working up in Manzano, kind of in a private capacity. I think we had, I really don't, I'm guessing, I think we had about 8 or 10 working for the County, and then several others, kind of spaced out with Bethel and other organizations in the libraries. So, I would say probably about a quarter we're working for the County directly.

Luke Fields- Planning and Zoning; former Grants Administrator: I was so impressed, especially with the interns that work for Arley. She's a tough lady, and she put them to hard work here in the building, and just actually everywhere, all the students that I saw working were doing such a great job, and I've gotten just tons of accolades about all. So like I said, this is just a fantastic program for the County. I mean directly for the Administrative Offices but for the private individuals, it's hard to hire a student in a private business for just a few weeks But this is a way that we can assist those organizations with doing that. I know that there have been several job offers actually made to students who are graduating this year to work for those businesses in the future.

Kevin McCall-County Vice Chair: Did any of our students work for any of our Municipalities within our County?

Luke Fields- Planning and Zoning; former Grants Administrator: Yes, I think I can definitely count the libraries amongst that. So, we had some at Moriarty Public Library, Estancia Public Library. Then I believe we had a couple working with the Civic Center in Moriarty as well.

Kevin McCall-County Vice Chair: Chief, this is something I would really like for maybe you to get involved next year, is to get some of these students.

Luke Fields- Planning and Zoning; former Grants Administrator: I'm sorry I forgot Chief Smith, the Sheriff's Office, Animal Services, so maybe it was more like 12. So, 1/3 work through the County. I had coordinators to handle most of the stuff for me.

Ryan Schwebach-County Chairman: I would like those numbers in the future just to where we have a handle because it also ties it helps with economic that helps with development, that sort of thing.

Luke Fields- Planning and Zoning; former Grants Administrator: One of the things we were really looking at is we would like these kids to be either volunteers or work professionally for these departments, for the Sheriff's Office. We would like them to come back as CSAs. There's no downside to any part of this, really. It's just something we need to be doing.

Linda Jaramillo- County Commissioner: What about the Road Department? Did you have any?

Luke Fields- Planning and Zoning; former Grants Administrator: They had some.

Action Taken:
Ryan Schwebach-County Chairman: Motion to approve.
Kevin McCall-County Vice Chair: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

15. DISCUSSION/PRESENTATION

A. **GRANTS:** Presentation on the 2025 Summer Enrichment Intern Program. **Moved before public comment.**

B. **FIRE:** Discussion on the Consolidation of the Torrance County Fire Districts.

Gary Smith- County Fire Chief: So, I really think we're to the point where we go one direction or another. I want to give you guys as much quality information as I can. I just spoke with a Fire Marshal, Randy Barela, on Monday, asking his advice. What do you think? Because we're really breaking it down to whether we do a one consolidation, one whole department, or we break it up into two regions, North region, and the South region. I was surprised, but Mr. Barela, State Fire Marshal, said his suggestion for us, the condition we're in, would be a regional separation, to have a North and a South. The process now basically is we break down the mapping if you guys approve it, and that's the direction you want to go. We break down the mapping into the different districts. Where we make the delineation line, we make a resolution, and we move forward, the volunteers will be somewhat separated. They are still going to be able to respond County wide, but it will be some type of they'll be directly supervised by a Northern Battalion, and then the Southern Battalion will have another Chief over them, a Volunteer Chief for those, those pay per call members of the department.

Ryan Schwebach-County Chairman: What is his reasoning for the two versus one?

Gary Smith- County Fire Chief: Because he really does see, and Commissioner Jaramillo and I have talked quite a bit about it. He does see how much we have to do, how much work we have to do on the Southern end. I met with the Encino Chief. I didn't realize that until I met with the Mayor and the Chief down there in Encino, that was under you, Commissioner Schwebach, but we had a conversation there. They're very interested in coming into consolidation as well, a whole bunch of concepts. But that's where we're at right now. Where do we do the two regions? Do we do the one, we need to move forward that will lock us in for that year period that I was talking about? Then it all falls on to us to do all the training, make sure we have all of our ducks in a row to have that ISO evaluation. I spoke with an individual, his name is Johnny Barros, who is going to do our evaluation, and I will be very tied to him throughout this year process to come out and help us. What do we need here? What apparatus makes sense to move here? So, I'm really confident

we can get some good numbers. After the year, the training is going full blast. We've got another firefighter, one and fire two classes coming over for our paid staff members and some of the volunteers the paper staff members. So, I think we've got some of the people that are already up to 150 hours of their 240 hours they need annually for training. So, we're going to be good with training. That's such a big component to that good number for your ISO rating.

Linda Jaramillo- County Commissioner: So where do you see the boundary? Would it be like District One, District Two, Northern, District Three would be the southern. Or is there a more?

Gary Smith- County Fire Chief: So, the districts still somewhat remain the same. I would like to expand those lines a little bit. I don't really like for example, District One, that's all the way down in Duran for 30 people. I don't know how much sense that makes to keep a paid station up there when we're 15-17, miles away from Encino, that has a better building, that we could have people staffed in there, and maybe have a sub t. So, there's some nuances, like that Indian Hills expanding that district to a little bit over District Five. But those are all conversations that I'd like to have with you guys, too, on the mapping and especially the County Manager.

Linda Jaramillo- County Commissioner: You're saying District One, District Two would be the northern part of this?

Gary Smith- County Fire Chief: No, it wouldn't be broken down by the political districts that you guys represent. It would be the six Fire Districts. How do we modify those to make a little bit more sense impact? The district here expand it a little bit too. To give a little bit more response area for this district, if that makes sense, because, like, two's is pretty small.

Linda Jaramillo- County Commissioner: Will you merge them, like, if we need more fire and rescue here, we don't have the ability to do that. Can they come over from the Northern District.

Gary Smith- County Fire Chief: Every volunteer will still be a County-wide resource, and will be deployable to the Southern end, another Northern end, wherever our event that we're having is actually happening. But as far as the ISOs are concerned, there will be two regions that will have two different ISO evaluation numbers, if that makes sense.

Linda Jaramillo- County Commissioner: So, our job is to pick up those ISO numbers in the Southern District.

Gary Smith- County Fire Chief: In the Southern end, in collaborating with the County Manager, have some good ideas to try and bring up the paper call members down on the Southern end. We are actively interviewing for the positions for the paid staff. We've got the approval from the State Fire Marshal, to allow us to put paid staff 24/7 in the Willard station, which will be a good footprint down there, to assist with Mountainair and Estancia sliding up that 41 corridor. Then if we do get Encino, which the Mayor and the Fire Chief both said they're interested in doing, that will give us a good, solid base over on that 285 that doesn't have a whole bunch of calls.

Linda Jaramillo- County Commissioner: So, what is the difference in what we're doing now versus separating the two? Is it to protect the ISO ratings in the Northern end.

Gary Smith- County Fire Chief: Actually, for both, because in your district in Duran, if we do not consolidate right now, that will be dropped to a 10. Indian Hills is looking to be dropped to a 10, because there just hasn't been any interaction from activity from the volunteers. I just went to a fire down there, a wildfire off the 54 there was nobody from Duran that responded. We had our solid core of volunteers and paid per call staff that are up in District Three and District Five, and they responded and helped with that call.

Linda Jaramillo- County Commissioner: So, we have bad ISO ratings on all.

Gary Smith- County Fire Chief: All over. It's not just this district.

Ryan Schwebach-County Chairman: So, I'll bring up one of the conversations you and I had, and the Chief was asking me, you know, what do you think? What direction do you want to go? The kind of conclusion I came up with was one, no matter what ISO, ratings are going to drop, okay? Two, I look at this more of as a management tool within our fire, and that's what I encourage the chief to do. How are you going to manage both these districts, or one district? What makes more sense? Because overall, we're going to our goal is to raise ISO clear across the board. So that boils back to management funds which and so I'm assuming, when you're telling us about North and South, you've evaluated the management potential of it?

Gary Smith- County Fire Chief: Yes, and it works better. The individuals are all ready. I haven't gotten the tap yet, because I want to wait for this whole thing to happen, but I've got my choices.

Ryan Schwebach-County Chairman: Then the last thing is the timing of it, because we have a year before the next ISO rating. So, do we need to do it now? Would it be beneficial to wait a couple months to make it official, to start the clock?

Gary Smith- County Fire Chief: I got in and basically a month and a half after I was being called by ISO telling me that we were regressing to attend in District Two. I've held them off. So, I think it's something that we need to make a decision, next Commission meeting, because I think we can save those Two Districts, Duran and Indian Hills, from regressing all the way to a 10 and let's just get moving. I mean, it's time. We're doing it. We're doing the training. Everything's already moving. I mean, there's no time like the present. In my opinion that's what we need to do.

Ryan Schwebach-County Chairman: That's what I needed to hear. With that being said, I'm all for the Two Districts. Then we're going to be approving the map, what it looks like and all that sort of stuff. In my opinion, I think when we start drawing these lines, we need to look have it more so at management and serviceability, rather than gerrymandering for ISO. I think that needs to be at the forefront of creating these lines.

Linda Jaramillo-County Commissioner: We'll approve it at the next meeting.

Ryan Schwebach-County Chairman: Yeah, this is just discussion. We need to see a map. We need to see a resolution.

Kevin McCall-County Vice Chair: You've talked about Indian Hills, Duran and ISO's. What do the rest of the Districts look like?

Gary Smith- County Fire Chief: So, District Five up here in Moriarty they are at three or five. McIntosh is a five. Right now, Indian Hills is a 6/6x. I believe Duran is eight, if I remember correctly. I didn't write those down, but I can get those numbers for you.

Kevin McCall-County Vice Chair: I would like to see the movements of ISOs work for the good and for the bad.

Gary Smith- County Fire Chief: There will be, not right now. What we're doing is just locking in the number that we have. So, the constituents in Indian Hills aren't being just hammered with an insurance on the insurance rate. We'll have the year then, that falls onto us. We'll have a year to get everything moving, and we're on it already. It's already moving.

Kevin McCall-County Vice Chair: The other question I have, and you made a comment that they're trying to do this statewide. What does this mean for us financially? If we're going from six or seven districts.

Gary Smith- County Fire Chief: If Encino comes in that that might bring in another.

Kevin McCall-County Vice Chair: But currently we have seven districts.

Gary Smith- County Fire Chief: We have six and one admin.

Kevin McCall-County Vice Chair: If you take six, and the Fire Funds, and you take them down to two, what kind of hit does the County take financially.

Gary Smith- County Fire Chief: I asked that question three different times, because I wasn't getting the same answer. So let me tell you, because I was confused on that too. We will still have six, possibly seven, if Encino comes into the mix, Districts that will still get fire funding for each individual district based on their ISO, right? So, your ISO is 10. You get $32,000 a year. Your ISO 1 you bring in $120,000 a year. I'm paraphrasing those numbers. Don't quote me on those, but those are kind of specific ballparks where you're at and everywhere in between, sliding scale up and down. As you get in the middle, they get less. You get more and more. When you get down to those lower numbers that you're going to recoup from the Fire Funds. But those will remain the same.

Linda Jaramillo-County Commissioner: The highest rating we have right now is five. The best rating, is five. In reality, what are we going to aim for?

Gary Smith- County Fire Chief: Reality, we're going to aim for one. I think there's 320, Fire Departments in the nation that have that ISO rating of one. If you want to get down to those numbers, that comes down to excessive manpower. I mean, a lot like three or four. I think we can probably do a lot of good in a three or four range. Three or four is a realistic number per County in two years. I mean, as

you know, you have 10 years, and you have unlimited bonds, unlimited budget, unlimited people, unlimited water sources, then you can drop it.

Linda Jaramillo-County Commissioner: So, you were with me at the Manzano Land Grant meeting, and they're seriously thinking about putting the helipad out, and you talk to that man that's organizing. I wasn't in that conversation. So, is that going to help the ISO any?

Gary Smith- County Fire Chief: I think it's going to be a beneficial thing for that Community. But it doesn't have anything to do with ISO rating.

Kevin McCall-County Vice Chair: So, I hear from you again, it shouldn't hurt us too bad with funding.

Gary Smith- County Fire Chief: It shouldn't, you'll decrease your grants. I pulled all the grants with Deputy Chief Sanchez. Over the three years, I think it was $370,000 brought in. We can make that up from lowering these numbers from ten. They are getting $20,000 a year, we can lower those to five or four. Then we're getting the $90,000 range for our Fire Funds. The grants aren't guaranteed. The Fire Funds are.

Ryan Schwebach-County Chairman: Yeah, those things are a very valid point. Well, I think you have direction then North and South.

Gary Smith- County Fire Chief: I'll be in contact with you guys. I'll show you the actual maps that we come up with.

Linda Jaramillo- County Commissioner: Does the State Fire Marshal have a say on the line?

Gary Smith- County Fire Chief: No, but I will have to go over it with him. In the next two weeks, I'll have to go up and talk to him, show him exactly what we're doing, show him how we're going to break it down. They will want some, I don't think much, influence over it, but they'll just want confirmation on what we're doing.

C. **COMMISSION:** Discussion of Tajique Property for the Estancia Valley Solid Waste Authority Transfer Station.

J. Jordan Barela- County Manager: Mr. Chair, Commissioners. I just wanted to provide a bit of an update in terms of where we stand with central negotiations on a new site location for the transfer station into Tajique. So, I ended up reaching out to the Land Grant and asked a few questions. I provided them with a copy of the actual schematics that were provided by the Solid Waste Authority for what their preferred site size would be. Really the questions that went back to the Land Grant were, this is. I think it would be beneficial as far as size. What would we be looking at for a monthly rent payment at the new site? How would we deal with the upgrades, and what would the consideration for the release term be? My understanding is that I went to the Land Grant board about a week ago, and I did get a response. So right now, based off the size from what I was told by the Land Grant, they would keep rent at $400 a month for the new site location, and the term that they did indicate would be subject to negotiation. But another piece of information that came back from the Land Grant was that they would not be responsible for any site upgrades necessary to the new site, with the new four-acre site, where potentially this would be moved to So, so that's kind of where we stand., I think there's still some more discussions to be had there, potentially. But in addition, I also looked at these other options. We send purchases, yes, and there should be a packet on your table, Mr. Chair, that kind of covers some of those locations, all those things. If you look at the initial picture, just to give the board some perspective on option one, that is where the new site location would be. So, it's going to be on 55 just south of the town of Tajiue.

As far as looking at other lease options, we did check around in the area, I have not found anything yet. As far as raw land that would be available to lease. So, the third option we looked at purchasing. There is a subdivision off highway 55 just east of town that has multiple lots available for sale, generally in size range. They are 10 acres plus or minus. This has the same zoning as the new proposed site into so in either way you look, you would need a permit to put up the transfer station, but it's not prohibited. The price point on these lots for sale ranges between $22,000 and $35,000. But the one thing through Commissioner Jaramillo, she's been aiding in this process too. In this particular development with the ten-acre lots that's highlighted under Option three, there are Restrictive Covenants in place that would prohibit a transfer station at this location. So that's the kind of work we've done.

Linda Jaramillo- County Commissioner: I spoke to Maurice Shafari. He's the owner of the subdivision. He was all for it, and then he came back and said, "We can't do that because of the covenants."

Ryan Schwebach-County Chairman: So, that one's off?

Linda Jaramillo- County Commissioner: That one's off, and he had one outside the subdivision, they're still selling lots, and the realtor said it would just deter people from lots if they had a transfer station there. So that's out too.

Ryan Schwebach-County Chairman: I'm not real keen on leasing land that we have to improve for somebody else.

J. Jordan Barela- County Manager: That is a concern Mr. Chair, I don't know, maybe Mike has an opinion on it too. Again, it's not land that we own but making land improvements to that.

Michael Garcia- County Attorney: No, Mr. Chair I don't have anything to add. I mean, I think that's concern, because if you put in the improvements, then you're going to stay with the land usually.

Linda Jaramillo- County Commissioner: What kind of improvements are we talking about because it's just raw land, and whatever they're bringing in, the transfer station will just bring in their equipment.

Ryan Schwebach-County Chairman: They got to build up a road. You have got to have fences, you got to have electricity, potentially, not necessarily. You have to have all that infrastructure in there, and it's money out. I'm not keen on leasing.

Kevin McCall-County Vice Chair: It falls under anti donation at that point. Would it not?

Michael Garcia- County Attorney: It's a question. I don't know. I don't think it necessarily would, because there's consideration back and forth, use of the land and exchange of rent money. But yeah, it could add another complicating factor to it.

Linda Jaramillo- County Commissioner: Land Grants aren't an official entity as being a land grant.

Michael Garcia- County Attorney: There are government entities.

Kevin McCall-County Vice Chair: We would fund the land. At the Land Grant with dues.

Ryan Schwebach-County Chairman: Well, I got to be honest here, here's where I'm just a little bucked and I don't know the history of we have a transfer station up there, and we had land that we put it on. We, being the County, that land was given back to the Land Grant, and now the Land Grant is charging us to put up a collection station for the trash, primarily from their residents. So now they want us to lease and upgrade another piece of land for their services, if their government, I feel that there needs to be a little bit of give here, donation some sort, you know, if we're talking about Land Grant, they want the services up there. When I say that entire amount of Community, they want the services up there. If they're willing to do a long-term lease on the land, we put the upgrades in there for next to no cost, then I'm more willing to do it. But right now, if we're dumping money in there, we're going to be buying the land to where we have say so over. It's just we've already been burned once, and we got the cost of moving that equipment, the cost we put up in that infrastructure. We will go to another lease. It's a matter of time before we can move together.

Linda Jaramillo- County Commissioner: How long is the term?

J. Jordan Barela- County Manager: The term is variable. We haven't got a solid turnback from them. They said that was sort of subject to negotiation.

Linda Jaramillo- County Commissioner: What terms would you like?

Ryan Schwebach-County Chairman: The terms get the money down when I'm looking at a 40-year term, if we're dumping money on it, I want access to that land for 40 years. I don't want somebody to come in here and say, we're changing the zoning. So now we're going to kick you out. Now we have got to move it again. We have a solution. I mean, we have a working situation that we plant. Did we put money in years ago? That money just didn't come from that area. It came from this entire County. This entire County has to put in more money for that area. I'm not opposed to doing it. It's just that I want to do it right this time.

Linda Jaramillo- County Commissioner: But at the time when the County did have the money, I think the residents of Taijque did not want the transition. They are smack in the middle of a Community Center where there's kids going to be playing in the playground. They opposed it then, but we went ahead and put the transfer station.

Ryan Schwebach-County Chairman: That was our, Community Center, our property.

Linda Jaramillo- County Commissioner: It's a nice center, and it's a beautiful place, but to have a transfer station in it.

Ryan Schwebach-County Chairman: I can't argue that, so, work with us. I'm much more inclined on a long lease next to a nothing lease. If it's grant land, money, we don't need that whole property, I'm much more amenable to making it cleaner, neater, more hidden and more presentable to the community. But if I'm paying rent on it, it's going to be bare bones. That's how I view this.

D. TREASURER: Fiscal Year 2025 Closeout

Kathyrn Hernandez- County Treasurer: Mr. Chairman, Commissioners, Ladies and Gentlemen, I appreciate the opportunity to provide you with status update on the office's progress regarding the bank reconciliation and give context on some of the challenges we've encountered along the way in the bank reconciliation progress and challenges. As of today, we are very close to completing reconciliation for the fiscal year. The main operating account is approximately about 90% complete, and we are actively resolving the remaining discrepancies with the assistance of our contracted Auditor. The tax account is also in progress, with a few journal entries currently being reversed and corrected by myself, the Deputy Treasurer and our Treasury Controller. Our delay in completing the reconciliation stems from a combination of legacy issues, staff transition and have the complexity of transition transactions that were not previously categorized or posted accurately. When I took office in October of 2023, I was informed that I would receive training from the predecessor, who had just transitioned into the Deputy County Manager. However, due to the demands of our new position. She had limited capacity to train me fully. She continued to manage the year end close out and bank reconciliations herself. Upon her retirement, my team and I inherited the responsibilities without having received full training on several core processes.

Since then, my Deputy and I have had to learn hands-on experience we've received. We've reached out to our affiliate agencies and relied on our auditor for guidance. We've made meaningful progress. However, some underlying issues only became apparent as we were starting to dive deeper into the months reconciliation. For example, when I began the July 2024 bank reconciliation, I discovered it had already been partially started, but we weren't able to close it due to discrepancies related to electronic fund transfer EMTs for the P card with Bank of America, after consulting with my predecessor, I was informed that these amounts were not fully reconciled. I made adjustments to match the correct

amounts as closely as possible, and per guidance from our Tyler technologies, we completed the journal entry that offset the remaining balance of $10.30 that entry was reviewed and approved by the Finance Director Misty Witt and we were able to officially close July as we moved into August, additional issues emerged, particularly with automatic drafts for obligations such as PERA the IRS payments amounts were not always aligned with the general ledger. I asked the auditor to review these discrepancies, and together, we identified a pattern of reoccurring mismatches across multiple months.

These issues stem from voided checks, payroll corrections and transactions posted into incorrect line items, as well as some department errors which have since been resolved. In the tax account there were many transactions they were originally posted to the main operating account. We are actively working to correct these postings, and we are making progress by ourselves, my Deputy and my Treasure Controller. So, moving forward, I want to assure you that my team and I will take full response. We take these responsibilities very seriously. We are committed to ensuring full accuracy and accountability as we finalize that this goal here is close out while with a learning curve. While this learning curve as it's been very steep, we are taking this opportunity to build permanent knowledge, correct the past mistakes, and implement internal process and improvements. We are now refining our internal controls, delegation practices and monthly workflows to ensure timely and accurate reconciliation. Going forward, these changes will help us meet our future deadlines with greater consistency and confidence. I appreciate your patience and your continued support as we work to strengthen the operations of the Treasurer's Office. Any questions?

Ryan Schwebach-County Chairman: So, I think the first question, and managers told me we will have it reconciled in time to present. Yes. Okay, my next question is, my understanding is there are several months that were not reconciled going back. So, you're trying to do a whole year or something.

Kathryn Hernandez- County Treasurer: A whole year, we actually had Tyler back out until we had to delete August and July to start from the beginning.

Ryan Schwebach-County Chairman: So, I have to ask the question, why so late in the term to get it corrected? Why? Why was this not brought up prior with all these issues that I just heard whether it be training, whether it be with Tyler, why was this not brought to the Managers or Commission attention earlier than a deadline.

Kathryn Hernandez- County Treasurer: We just tried the best that we could.

Linda Jaramillo- County Commissioner: Did you ask for help? Who's going to help us?

Kevin McCall- County Vice-Chair: Well, to answer that question, who's going to help? I think it's obvious that this Commission went ahead and got a third party to come in and help you.

Ryan Schwebach-County Chairman: You could ask the question also. I mean, the reality is, the Treasurer runs that office, not the Manager, and it's a Treasurer's duty to take care of this, make us aware when something and it doesn't happen. I'm asking, Where's the reassurances that we're not going to get in this bind again?

Kathryn Hernandez- County Treasurer: I'm giving it to you guys. It's not going to happen again. We had no idea how the program even operated with bank rec, no one showed us. None of our staff was trained.

Ryan Schwebach-County Chairman: What other training is available? Does the County, the Treasurer's Office, not offer training.

Kathryn Hernandez- County Treasurer: I don't think anybody in the County offers any training.

Ryan Schwebach-County Chairman: Coalition of Counties, state Treasurer's Office?

Kathryn Hernandez- County Treasurer: We've reached out to Sandoval County, and they've done some significant help with us.

Ryan Schwebach-County Chairman: So, the entire issue has been with Tyler. Yes, it's working with Tyler. Okay, and so that is a County issue. Working with Tyler. Is Tyler on the phone now, as in the sense of their answer, and that's not a two-way delay when you call the answer. Is that correct? They don't need to work on that. Do we pay them annually? We do? Okay. I expect service out of it, and I don't know who I need to talk to, but I want some answers. I am sick and tired of hearing the same excuses repeatedly that Tyler has caused this problem.

Kathryn Hernandez- County Treasurer: We work with two different Tyler programs. We have Tyler Eagle and Tyler Incode. They don't talk to each other,

and between both of them, it's ridiculous to get any kind of answer. Half the time we wait two to three weeks before our ticket even gets answered.

Ryan Schwebach-County Chairman: I'm glad we're getting it on track now. I got to be honest, I find it very alarming that it went that many months without being reconciled and no further action was taken until the very end. You know, which is the deadline, which as a Commission, I'm sitting here saying the information I was given, if it's not reconciled, is it accurate information I'm dealing there's my understanding is, there's going to be a few other things that we have to change. But when we start talking about compromising our final budget because our Treasurer's Office is not in compliance. That's a big issue. I think you know that it was a shock to me when I learned this back in December, I guarantee this Commission would have done everything it could to get what you needed.

Kathryn Hernandez- County Treasurer: I've actually reached out to you. I've called your cell phone numerous times, and it goes straight to voicemail, and your voicemail is full. I've tried to reach out to you, and I've also tried to reach Linda myself.

Ryan Schwebach-County Chairman: You never came into the Commission meeting and said I'd like to meet with you. I apologize if I missed that, actually cleared my voicemail on a weekly basis. So, yeah, it gets filled very quickly. I can be contacted. I'm not dodging your call.

Linda Jaramillo- County Commissioner: When we talked, it was early on, when you were going to other Counties to train, and you were at their Counties for how many weeks at one time.

Kathryn Hernandez- County Treasurer: We've had it. We look like we're going to be fully staffed now.

Ryan Schwebach-County Chairman: So, when you get in with this, this new stuff, let's get the training done. I mean, I actually talked to Jordan and Misty we talked, we are open to looking at it new ideas, just because you were never trained, or this is how we always done it. I think if you look at this Commission, there's a lot of stuff we're changing. A lot of stuff we're doing different. We're open to that, but it requires you to bring the ideas to us. Please do it. I want that office to be successful.

Kathryn Hernandez- County Treasurer: My Deputy has been out on maternity leave, and then I've had two to three people out at one time. So, it's been very rough.

Ryan Schwebach-County Chairman: I get it, we all got to deal with it. We have deadlines, and that's what I'm saying. There's other avenues to fill those gaps. When you foresee this coming, lean on our staff, on our management. I mean, the County is providing the staff, and there are other things that we can use, but if we don't know about it, we can't do anything about it. I appreciate you coming up here too, and I appreciate that it's on track. I do believe we will get it on track and stay on track.

Kevin McCall- County Vice-Chair: I appreciate the affirmation that it won't happen again, but I think this Commission is owed a monthly report in coming to a Commission meeting and getting us up to speed, and this month is reconciled. But I think we, as Board of Finance, are owed that. I mean I hope your word is correct, but we need some updates and some communication at a Commission meeting to make sure that we're not getting behind again. That we can get a final budget after a public hearing, which today we weren't able to do.

Kathryn Hernandez- County Treasurer: I think we have the auditor online. He wants to say anything.

Ryan Schwebach-County Chairman: For me, I needed to hear from our Treasurer. I appreciate that. So, I'm satisfied.

E. MANAGER REPORT'S

J. Jordan Barela- County Manager: Thank you, Mr. Chair. I only have a couple items for this month's manager's report. There is a letter on the desk up there for all of you. I did want to make you aware that we received a protest letter in relation to our application to the Office of the State Engineer for the water rights that were purchased from Mr. Larson, part of the reason that the Bohannan and Houston agreement was deferred earlier today is that that agreement, this protest and sort of where EMWT and that project is right now overlap. So, for the next meeting, we want to kind of have a comprehensive discussion of, where EMWT is with the project, as well as Bohannan and Houston's contract, and this protest in a little more detail to talk about processes, procedures and what we're going to do. But essentially, this protest letter was provided by Santos and Leanne Tapia, and it

really covered a couple areas of concern, one of which is that the application lacked some information in it, specifically the section township and range of where the new well is going to be placed.

A secondary concern was that the landowner and the water rights holder were listed in there, of course, Torrance County and Mr. Larson, and EMWT, as the operator of the system, was not listed as part of the application. That was another issue that was cited by Ms. Tapia. Lastly, there was just some concerns regarding the current well that was cited on the application, which is Mr. Larson's irrigation well, and that transferring that right to a deeper, higher capacity well could increase drawdown effects in neighboring wells. We met with Bohannan and Houston and Mr. Larson earlier this week and had a discussion about the best ways to sort this out. We will be reaching out to EMWT, Mr. Larson and myself, to Miss Fauci as part of the process we can attempt and should attempt to try to resolve this protest. So, this does not get to a hearing in Santa Fe and so we will be making efforts within the next week or so to get that done. So, I did want to provide the commission that update but also let them know that there will be a more formalized presentation with Bohannan and Houston and EMWT at the next meeting.

F. COMMISSIONERS' REPORTS:

1) Commissioner Schwebach, District 2

Ryan Schwebach-County Chairman: So, I would like to address a few things. Firstly, state law says when you're changing certain permits with a well in in changing to consumptive use requires a public comment period notification, and so it's a public opportunity to protest. That's what we have here. They're saying on tap there's some questions I have, we're going to protest that. That's our avenue to actually make sure everything's on and out. The other thing is, so have we been contacted by the State Engineer's Office. Yeah, no, Mister Trump, just set up the hearing date. When it happens is they'll contact us and they say, hey, we have a protest. So now we need to go into a hearing. They're also going to say that if we can address these individuals, they have the opportunity, if we can address their concerns prior to the hearing. So, in essence, this does slow down the permitting process, but it does answer some questions, and so I would like us to reach out and explain some of these.

Firstly, it is not in EMWT's name, because Torrance County residents, through the decision of this Commission, is buying the water rights, and so water rights will stay in the County's name. This gives us the ability to release and or sell these water rights to EMWT. The intention is to lease them to EMWT for the system. With that being said, we're not going to purchase water rights that can't be converted. We're not going to close the deal until it can be converted. The only way to do that is through the landowner to apply for the application. So essentially, we're buying consumptive use water rights. We're not buying irrigation. Okay? There's a big difference. That's why it's worded the way it is. At that point the closing will take place, ownership and names will take place. Then there will be new documentation once EMWT is in place. To lease this water to how to consumptive rate, to address, I can't answer. You know, a low producing Well, well, we don't know if it's a low producing Well, what we're buying is water rights. We're buying licensed water rights. We're converting them to consumptive use in that there is x amount of water that can be diverted. Simple way of saying it. If you can divert one hundred acres of water and convert it to consumptive use, you can only divert fifty acres of water. So, it doesn't matter what it was producing. If you're not pumping as much water, nothing stopping from the owner to pump that full allotment now to do whatever he sees, other than sell it right and grow a crop with it. So, I wanted to bring that up to where people understand, I do not have an explanation on why, why the legal description isn't out there.

We're looking at the new Well, because the new Well, the existing Well is not suitable for consumptive use, and that's the reason behind drilling a new Well to make sure it is designed and engineered correctly to go into a public water system. That's the purpose of the new Well. The intent is that it's not going to be very far from the existing well, because that is a valid concern. Is this new Well? How does it affect existing water rights owners around them? So that is a valid question. That's where the models come in from. The State Engineer, they start saying, this is what we're going to divert here. These are well known, but we're going to retire from this. We'll, put this Well so odds are it's not going to change the cone of depression. I felt it necessary to bring this up, because I feel a lot of individuals don't understand the water rights and the process and all of this, and that's why I wanted to discuss this. We need to reach out to Leanne and discuss this to see if she wants to pull it, if she's satisfied with a question she has, because that is the purpose of it. You know, at the end of the day,

Linda Jaramillo-County Commissioner: How far is this new Well, that we're going to dig, or from the one that we initially had?

Ryan Schwebach-County Chairman: I don't know if that's finalized yet.

J. Jordan Barela- County Manager: That's my understanding. Mr. Chair, there were some potential options that would also require easements and land acquisition on Mr. Larson's current property. But that hasn't been definitively decided as to what the best location is.

Ryan Schwebach-County Chairman: Is this application to convert it to consumptive use. That's what this application, this permit that is being protest, is to convert it to consumptive use from irrigation. So, before what we're looking to use that water for, before any of that happens, we have to make sure an engineer is going to convert it.

Linda Jaramillo-County Commissioner: So, in the future, when EMWT continues with their process of creating a corridor of from Willard to Moriarty, I guess are we going to be buying the water rights all along. We aren't married to anything, so we just bought these water rights. But in the future, as we progress with this quarter, EMWT is going to buy their own water rights, presumably.

Ryan Schwebach-County Chairman: I don't know if it does. Be honest, if it's in I can't point to it exceptionally. It was there in EMWT members, if you're listening to this audience, I think that is a very crucial point in your bylaws. So, it's not there, I would like to highlight it may be tied into your mission statement, because listening to constituents time and time again, that is the biggest concern about this, this water system. That's not the intent from the founding; the intent was to take wet water to where you have two-fold. I mean, just imagine you got one farmer who has a circle he sells that water consumption of half. He's going to get depressed. He's not sucking that water out, not nearly as much. So, his neighbor's wells recover better. So, you're getting two bangs for your buck when you strategically put this, I'm going down a rabbit hole now.

2) Commissioner McCall, District 1

Kevin McCall-County Vice Chair: Well, Chairman, I think you did a great job explaining, to the public water rights and how they work, but the intention of this Commission was to address the issue that we hear time and time again, is that the water, they're trying to do something to take the water out of the valley, and this Commission's intention was that this County would own the water rights and lease them to EMWT, just as Chairman alluded to, we do not want the water to leave the

County, and this is one way in protecting it. Why would Torrance County buy water rights and send them outside of Torrance County? So, to address that, that is part of the reason. I was kind of the one that said, you know what, why can't the County own the water rights, lease it to them? I think it kind of settles the issue, the elephant in the room, about selling water outside of the valley. So, we all thought of that. That was a good idea, and we went down that road. So that is why Torrance County owns these water rights, is to get EMWT started. It's a concept really still at this point, as though we're starting to get a system now that I think they do their own, they needed all the help they could get, and that was one way the County could help and address the issue of water leaving the valley.

Ryan Schwebach-County Chairman: At the end of the day this County, EMWT, our goal, is to deliver quality water to residents in Torrance County at a reasonable price. When I say reasonable cost of production, it's not for profit. When you look at the water planning committee and what they did years ago, one of the driving, I mean, one of the biggest things was to implement a water system, because you have all these residential wells, which, by the way, you can go get a permit and drill a well on your land, and there aren't going to deny it. You may or may not get water. Do you have the ability to drill it? Any licensed water rights? We don't have that ability. To do that, you have to put a permit just like this right here. They don't let us just drill a well. They have to look at it. They have to look at how it affects the neighbors, what you're doing with it, your point of diversion, the purpose behind it. So, it is not as simple as going down to the State Engineer's office and getting a permit.

Everybody knows what it costs to drill a well. Imagine if you have a one-time hookup here for less money than what it costs to drill that well, and then you're looking at the entire valley to put water in there to make sure your home has water, versus what you do right there. In that one area, McIntosh, is suffering because there's wells drilled all over it and it's depleted. That's why everybody's hauling water there. Again, a rabbit hole. I'm done. Let's reach out. Let's visit them if they're welcome to call me if they want to. I mean, I feel a lot of this could be answered with just some questions, but it's their right, and they're exercising their right. So, we'll wait.

J. Jordan Barela- County Manager: Those communications are in process. Mr. Chair. the last thing I just want to bring up for the manager's report is, I did want to take a moment to give some kudos to County staff. You know, with the flooding and the issue that have happened in Ruidoso, there was a coordinated effort here at the County to compile donations and deliver those down to the flood victims. We

got a trailer full of supplies, food, pet food, toiletries, water, a ton of stuff. Staff went out of their way to sort of coordinate that. Melissa did a good job. The Clerk's Office was clearly critical in that process, but we did take it down into Torrance County Trailer to sort of show that Torrance County, is in support of those down there. Really that was a great effort at the staff level. So, I wanted to take a moment to give them those kudos and say thank you.

Ryan Schwebach-County Chairman: Thank you to everybody involved. Thank you. I did not know that.

Kevin McCall- County Vice-Chair: As Roy, got up this morning and talked about Melody Ranch Manager. You've been, kind of leading that charge on that. Would you mind giving us an update on what you know on the Melody Ranch Water System?

J. Jordan Barela- County Manager: I certainly can. So, we've been in communications with a number of different parties regarding what's going on at Melody Ranch, that includes a number of different residents at the facility, Representative Lord at the State Level, as well as the PRC and the owner. There's been a couple conversations with the owner, as I understand it, the issue the underlying issue lies in the water table, and that potentially a new well does need to be drilled to address this. Now, I have different communications from different people. You know, ownerships kind of gives me one perspective. I think residents and I spent quite a bit of time out there talking to County Line Feed about what's going on. You know, they think maybe that's not the case. It is very difficult to navigate a situation like this with partial information. private waters, because it is a private water system, right? Even though it was a public water system, very similar to the issue that happened with the Estancia and the potential shortage there, we had a Town, the County, the rural water authority engineers, the system's largest consumer.

I mean, we met daily, sometimes multiple times a day, for weeks, to try to navigate that issue, because information, in that sense, is critical, and everybody does need to be on the same page about what the underlying issues are to, sort of bring a resolution to the table. So that was the last piece of information that we provided. We did reach out to ownership to try to have a discussion with them and some regional water authorities to discuss how a partnership or change in ownership or something like that might look specifically, because they are a private organization, it's very hard to get state or public financing if the balance sheet can't support digging a new well. There's a number of other water

organizations that are quasi-public that could obtain, state funding to address this issue in the long term. There's a lot of factors that play there. Can they identify money to do it? What does the infrastructure of the system look like? But, from the County's perspective, given that it was a private water company, we did want to explore options, and even if our role was just to try to coordinate those conversations, to find a long-term resolution. We did want to play that role, because you do have the emergent needs of the Community right now which are dire, but until there's a long-term resolution on, how do you upgrade this system? How do you dig a new Well if you need to, and how do you get long term operation that's sustainable and provides long term maintenance, then this problem is just going to linger. You could put a band aid on the situation, but, but you're not providing a long-term fix for the constituents.

Ryan Schwebach-County Chairman: On the grand scheme of things, the County, we can have a supportive role at this time. There's not a whole lot we can do.

Kevin McCall- County Vice-Chair: You can assure the citizens of Melody Ranch that we are talking actively. I don't want to get into the specifics of maybe some contracts and some things, but we are working behind the scenes. As Chairman said, there's a limited amount we can do, but thank you to Jordan, what he has been doing, and Sam for that point at the Emergency Manager's Office, getting the tanker in there from Albuquerque Water Authority.

Ryan Schwebach-County Chairman: Is that a tanker still there?

Roy McClellan- Torrance County Resident: I've been resident there for about 30 years now. The water tanker is still there, currently present, from my understanding of talking with the individuals at County Line Feed that where the tanker is located, the City of Albuquerque pro bono, brought that tanker out there for us, and under the understanding that they're supposed to periodically refill that tank as needed. But from what I've understood is that the City of Albuquerque Water Authority only has four tankers available, and under Emergency Management, what's going on. They may have to deploy those tankers down there for that situation as well. Where does that leave us? That leaves us with either one tanker or with no water again.

Ryan Schwebach-County Chairman: I did visit with the owner, and this had been a couple weeks ago, and she told me they had some well drillers out there. They're looking at fixing, yeah, it looks like they need to drill new well. But at the

time I talked to her, they were still gathering information. I haven't talked to her since then but its sounded like that was the direction it was going.

Roy McClellan- Torrance County Resident: Well, I can actually personally witness and say that we have little visibility of that water company being present out there at all on site. They've came out once. Once in a while, they'll go out, maybe check the meters, or they'll go to the pump house, where the Well is physically located. It's actually about a mile, almost a mile from the actual holding tank for the tank. With the rules of physics, you're actually pumping water uphill trying to pump that. So right now, they're saying that, while they turn the Well pump on, it's only pumping about four gallons a minute, and that is not going to sustain a 60,000-gallon tank to fill that tank up.

Ryan Schwebach-County Chairman: The question is whether or not it's the Well on its ability to give up the water, or the pump itself.

Roy McClellan- Torrance County Resident: From my understanding, is that the pump that they had was an inadequate pump, and they were supposed to pull it out, and send it off for repair. The quote that I'm getting from the water company is that they sent it off. How long ago? That was at least a month ago, month and a half, and they said, from their understanding, they're saying that it was going to take two months for repair. That's just for the pump itself we've been given.

Ryan Schwebach-County Chairman: So, again, I got to say here, as a County one, we can't do anything as a County. We have County residents there, just like between the individual goes down, we can't do anything about, but we can facilitate. So, my suggestion one, and when I get to water systems and the legality of it, I don't know. I do know they have to go through the PRC. I do know that somewhere there is a contract that there is a guarantee that this water system in good standing has X-number of residents, X-amount of water has all of these variables. It's clear they're not in good standing. So, I'm going to have to look at legal advice for these residents on the direction to go. I mean, PRC has been notified. I don't know how hard they can be pushed. I don't know if the County can notify them to see where they are on the PRC side. I don't know what point we can get more real-time demand and accurate information, because two months for repair is not true unless they don't have the money.

Roy McClellan- Torrance County Resident: That's what I've been told as well, is that this current water company is bankrupt. They don't have the funds, and they don't have the bill. I can't answer that one, but from what they have told us that

they don't have the funds available and that they're bankrupt, that's their words. By now, like I said, we're kind of fighting the clock. I'm hoping they don't end up filing bankruptcy and then becoming under the protection of the bankruptcy court. Right now, I've gotten in contact with an attorney. I've just got their information yesterday. I'm going to contact them today to try to file, see if we can initiate a class action lawsuit with them. But if they file bankruptcy, then I'm pretty sure they're under the protection of the bankruptcy court.

Ryan Schwebach-County Chairman: I suspect there's more Intuit depending on how it's tied to the PRC.

Roy McClellan- Torrance County Resident: I do know that from looking at the PRC reports and the response, the complaints and the response from the water company, they have been providing false information to the PRC, and we have, have a history of that, and documentation of that, that they have been providing false information. We were just notified earlier, this past Friday, we now have to boil our water. They gave a and how they notified us was that they provided a little piece of paper, and they put it on the cluster mailboxes down at the end of our road. Then they put a little piece of paper, on the chain link fence by the well house. Then they put, I believe, one on the tanker truck at the County Line Store.

Linda Jaramillo- County Commissioner: Who posted that?

Roy McClellan- Torrance County Resident: The Melody Ranch Water Company posted that.

Ryan Schwebach-County Chairman: There is a little bit of water coming up.

Roy McClellan- Torrance County Resident: They just turned our water on to a gravity feed, and they just opened it up to where we have water from 8am to 8pm but with the gravity feed. having 78 houses, or whatever, everyone turns their faucet on that goes to a trickle, not even a trickle, just a drop. It will not fill the toilet. The washing machines, we can't even do our washing machines because it'll throw out an error because there's not enough water pressure to run the washing machine.

Ryan Schwebach-County Chairman: What's everybody doing? What are the residents doing?

Roy McClellan- Torrance County Resident: Personally, what I've done, I went out, purchased a 275, gallon bulk water storage, filled that up and have it on the trailer behind my house as a backup. But whenever we do get water, we're actually going to windmill or these other places and purchasing water, good, clean drinking, drinkable water to where we can use water for showers. I have an igloo ice chest that I fill up with water, I drop in an immersion heater so I can warm up the water. I bought a camping shower pump or camping shower off Amazon, and we place that in there in order for us to be able to take a shower.

Kevin McCall- County Vice-Chair: You made the comment, they're still charging you.

Roy McClellan- Torrance County Resident: They are still charging us. I've got my bills here that they've charged us. Even two months ago, they said, I used on average of 1400 gallons of water that jumped the next month to 7600 gallons worth of water. I don't know how that's even possible when the water is not even turned on.

Ryan Schwebach-County Chairman: Well, the whole thing, if the system's not pressured up properly, those flow meters are extremely inaccurate.

Michael Garcia- County Attorney: Mr. Chair, just real briefly? I'm not sure of anything that Torrance County can do directly with the PRC, but I do have some ideas. Now. I could talk afterwards. I'd rather talk offline.

Ryan Schwebach-County Chairman: I think as far as the County is concerned, as one, we'd be acutely aware of the situation there, and bad aid where we can go through an emergency office, which we're doing. But then I think PRC is the next, avenue, and I agree, I don't want to speak with that.

Linda Jaramillo- County Commissioner: How long has this been going on?

Roy McClellan- Torrance County Resident: It's been three months now without water it started back in December. Where we gradually had low water pressure, it would fluctuate. Then back in May is when they actually shut our water off without notice. We just got up and the water was turned off. The only way we were getting any type of notification, or any type of communication is we have to call in and hope that they've updated their voice on their voice machine. That's the only way we're getting any type of notification on any type of schedule. They would turn our water on from 6:30AM to 7:30PM they did that two weeks ago. They did

that for about two weeks and that was with pressure. But sometimes they would say, oh, we're going to turn the water on at nine and then they don't even follow their own schedule. They won't turn it on until maybe 10:30AM or 11:00AM.

Linda Jaramillo- County Commissioner: Do privately owned systems, have anybody that checks on their systems?

Kevin McCall- County Vice-Chair: They have water operators.

Linda Jaramillo- County Commissioner: But the state that regularly comes in?

Roy McClellan- Torrance County Resident: Unfortunately, in our subdivision, we do not own the water right. Melody Ranch Water Company owns the entire water rights for that subdivision, so I couldn't even drill a well if I wanted to. They wouldn't release the water rights for us.

Ryan Schwebach-County Chairman: Have you even attempted to get a permit?

Roy McClellan- Torrance County Resident: I've tried. When I first moved out there, I was going to and they told me that Melody Ranch Water completely owns water rights, and we were unable to drill a well.

Linda Jaramillo- County Commissioner: How big is your lot?

Roy McClellan- Torrance County Resident: I have a one-acre lot.

Ryan Schwebach-County Chairman: A resident of the state of New Mexico has the right to go after water. They have the right to drill a Well for domestic use, unless there's a covenant or something within the deeded land that you bought saying you cannot drill a Well out there. The flip side to that is that, if it's a water system, what they're saying is, these lots, these homes, we don't want Wells drilled on there, because we have a functioning water system. If their saying, no, you're not going to build because if you get over five homes on the same well, it becomes a system. So, you have guidelines for safe drinking water.

But coming to find out, they don't pay attention to volumes much. The state didn't come and say, you guys aren't pumping enough water. That's up to the operator. When they build these systems, the majority of them are saying, we have the ability to pump 1,000 gallons a minute. So, with those numbers, when they're first introduced, is what says how many homes, how many residents they can put there.

The reality is none of them are even close to that kind of production, because it hasn't been updated. When you start looking at state funding, that's what the states looking at. They are looking at the reality.

Roy McClellan- Torrance County Resident: 30 years ago, when I first moved out there. I mean that system was able to be adequate for the number of residents that we had out there, but they didn't take account for growth. We have numerous houses that have been moved into there since then, and more residents have moved in, and it just depleted the system and attacked the system.

Ryan Schwebach-County Chairman: So, we need to wrap this up. I think we're going to have a conversation. So you are here as an individual, or have you guys formally come together with a lawsuit that you represent?

Roy McClellan- Torrance County Resident: I'm here as an individual right now, other residents were wanting to attend. A couple of them weren't able to for health reasons. They weren't able to get here today. But we're right now, I've been in touch with Stephanie Lord, our State Representative, been working with her quite closely, and she's provided me with an Attorney to contact. I've been reaching out to several Attorneys. There's a couple of them that, because of their caseload, weren't able to take on this case. But, she just recently gave me another contact with an Attorney that's handling the whole Campbell Ranch issue as well.

Kevin McCall- County Vice-Chair: I've spoken with Stephanie on multiple occasions about this issue. It keeps coming back to her and I both saying, It's private. We're both on our government side of things, where our hands are tied as a collective body. I would like to collaborate, in the case of the Albuquerque Water Authority, to take this tanker. Do we have any options? I wanted to get to the bottom of that before we dismiss or move on off this topic.

Samantha O'Dell- Emergency Manager: So, we do have the ability to take bottled water out to individuals. We have about two pellets right now, a little over two pellets. So that's only going to go so far. What we have done is identified some elderly individuals that were unable to haul their water from the tanker, and I have taken water to them. So, we've kind of discussed it on a case-by-case basis. I mean, that's a shorter band aid than the tanker is as well I can reach out to the Drinking Water Bureau and see if they can provide information about any other tankers that potentially would be available. I can tell you that when I talked to them previously, it was several months ago about another incident. They said that they only had six

drivers for the entire state. There were some private entities that could help, but somebody has to pay for those.

Linda Jaramillo- County Commissioner: Do we have tankers in our Fire Departments?

Ryan Schwebach-County Chairman: Not potable?

Samantha O'Dell- Emergency Manager: So, my concern is it has to be potable water, and there has to be testing of the tanker of the water. It's every, I think it's every 48 hours I may have the time frame off, there's continuous testing that has to be done with it. It's not as simple as bringing the water and leaving the water there. So as the County, we don't really have the ability to get the potable water there. I can reach out and see if there's other sources that we can potentially tap into. But I know that in the entire state, its limited. We're talking about potable water.

J. Jordan Barela- County Manager: Mr. Chairman, I did check with the Chief on that front too. You know, a couple of the Fire Districts have Wells, again, that's not potable water. But even using the tenders as a basis for water transport, even if you had potable water after putting it in that tanker, it's no longer potable.

Kevin McCall- County Vice-Chair: Are the citizens using the tanker?

Roy McClellan- Torrance County Resident: We are on a regular basis, daily. We go up there regularly and filling up our water. The water companies even accused the County the Fire Department saying that they have gone out and stolen water. Right now, they said the boil alert is because of the flow rate of our Well, and they're afraid that bacteria is going to develop in the water. It was on the news, Channel 13 did an update, and you could see one of the residents, she filled a pot of water from the sink in her kitchen. You can just see a film, a sludge film across the top, of the water.

Kevin McCall- County Vice-Chair: We could, reach out to the Mayor of Moriarty. I think he'd be more than willing to maybe help, with their tanks just down the road from you, just trying to collectively think about what we could do to help.

Roy McClellan- Torrance County Resident: I've even suggested that with the water company, PRC, to see if they could reach out to do that. I mean, they're right

down the road. They brought out four tanker trucks I think it was last Thursday to fill the 60,000-gallon tank, at the end of our road. But the owner only filled it up to 14,000 gallons. She wouldn't let them fill it full completely.

Linda Jaramillo- County Commissioner: Why?

Roy McClellan- Torrance County Resident: That is the million-dollar question right there. I don't know why.

Kevin McCall- County Vice-Chair: So, I agree we need to move on, let the citizens know this discussion we're trying to the best of our ability, and I appreciate you coming out and being able to have this discussion. We hear you.

Roy McClellan- Torrance County Resident: Like I said, if the possibility of either the State or somebody be able to step in and invoke intimate domain, onto the water company. Be able to take control of that, then they'll be eligible for any type of funding or grants or whatever that's available to them. Get it up to code, get us water. Then maybe sell it off so that the entity can recover.

Ryan Schwebach-County Chairman: I don't know. I think that's where the Attorney might start asking some questions. This is a private business that built it, so that business has to relinquish its property one way or another, right? The question is whether or not the state, because they're through the PRC, force their hand. Can they force their hand to say you are out of compliance because you're not delivering a utility, and force them to put the money into it, loan them the money, something like that. I don't know. Those are all questions that I would encourage you and your fellow residents to get together and find the proper knowledge to push them and not the one-on-one stuff. Collectively, you're going to be much more effective than individuals,

Roy McClellan- Torrance County Resident: I do have a response from the PRC that has advised Melody Ranch Water Company that they gave them a deadline of, last Friday, to be able to produce a plan. An actual, detailed plan of how they're going to impact us, or they're going to replace legal action.

Ryan Schwebach-County Chairman: That's their words from PRC. I think it would be prudent if we could just contact the PRC on our end and make sure everything's adding up. Make sure they know the County's looking at it. I think that it may be beneficial.

3) Commissioner Jaramillo, District 3

Linda Jaramillo-County Commissioner: Last Thursday, I traveled the roads in our district with our Road Superintendent, Leonard Lujan. We were out there for about six hours. Leonard explained to me, as we traveled the processes used to maintain all County Roads. I've lived here all my life and traveled many of our County Roads, but I never realized the extent of the roads which are off the beaten track. I'd like to assure those who call me that I will contact Leonard on any road issues, and Leonard is very good about responding to any calls that I make to him, I gained respect for those who work in our Road Department and the enormous task that they have in maintaining our County Roads, I want everybody to just be patient, because they have lots and lots and lots of roads that they have to deal with. We were out there, we were around the round top, and a storm hit. I mean, it was a bad rain for and in that little while the road was kind of messed up.

So, you can see how bad rain can just destroy a road, but they just can't go out immediately, because they have to let it dry and do all these things. But I give kudos to our Road Department for what they do, and it's just a lot of roads to maintain. I will ask everybody to be patient. On Friday, I attended the County Extension Office Meet and Greet at the Fairgrounds. It was impressive, it was so impressive and informative. I met people from state agencies who work closely with our local Extension Office. The Extension Office has so much to offer our youth and adults who wish to participate in their many classes. I was most impressed with the kids who were there to show their projects and their art, and they were so respectful and so polite. I was so impressed with those kids I would like to take classes or whatever is available with the Extension Office myself, the Extension Office is doing a fantastic job. I wish more people knew about what they have to offer. On Sunday, I attended the Manzano Land Grant meeting, and asked our Fire Chief Gary Smith, to attend as well, because they were going to discuss a helipad, and I wanted him to see how that would affect them, taking people up to that area. It's kind of rough right now, but I think with time, they can get it going. There is another helipad in Mountainair, and I talked to the Mayor of Mountainair, and he's going to take me out there on a tour. Then the Fire Chief called me also, and he said he'd give me some information on that. I've answered a lot of calls and emails. I tried to respond to everybody that I could and get back to them.

16. EXECUTIVE SESSION: NONE

17. Announcement of the next Board of County Commissioner's Meeting:

August 13, 2025 at 9:00AM

18. SIGNING OF OFFICIAL DOCUMENTS

19. ADJOURNED.

Action Taken:
Ryan Schwebach-County Chairman: Motion to adjourn.
Linda Jaramillo-County Commissioner: Seconds the motion.
Roll Call Vote: Linda Jaramillo – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes:
MOTION CARRIED

The meeting adjourned at 12:28PM

_____ _____
Ryan Schwebach – Chairman Mackenzie Carlson – Admin Assistant

_____ _____
Date Sylvia Chavez – County Clerk

The video and audio of this meeting are available upon request.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 10 A

ACCOUNTS PAYABLE

CHECK REPORT APPROVAL

Torrance County Commission Approval:

We, the undersigned members of the Torrance County Board of County Commissioners, met in regular session on **August 13, 2025**, and approved the attached check report as presented against the funds of Torrance County in the amount of **$641,501.77**

Kevin McCall, District 1

Ryan Schwebach, District 2

Linda Jaramillo, District 3

Attest:

Sylvia Chavez, 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.

Kathyrn Hernandez, County Treasurer

Check Report Summary:

Check Report Dates: 07/17/2025 to 08/06/2025 **Total Payments: 185**

Total Checks: 139	Checks: 133832 to 133972
Voided Checks: 6	Checks: 133198, 133374, 133474, 133728, 133928, 133934
Bank Drafts: 32	DFT0001289, DFT0001290, DFT0001291, DFT0001292, DFT0001298, DFT0001299, DFT0001301, DFT0001302, DFT0001310, DFT0001311, DFT0001314, DFT0001315, DFT0001316, DFT0001317, DFT0001318, DFT0001320, DFT0001321, DFT0001322, DFT0001323, DFT0001324, DFT0001325, DFT0001326, DFT0001327, DFT0001328, DFT0001329, (DFT0001293,DFT0001294, DFT0001296, DFT0001300, DFT0001303, DFT0001304, DFT0001305, DFT0001306, DFT0001307, DFT0001308, DFT0001309, DFT0001312, DFT0001313, DFT0001319 NOT USED), (DFT0001095, DFT0001103,DFT0001153, DFT0001198, DFT0001218, DFT0001295,DFT0001297 REVERSED)

Electronic Fund Transfers: 8 EFT: 369 TO 376

Total Payments Issued: $641,501.77

Torrance County, NM

My Check Report

By Check Number

Date Range: 07/17/2025 - 08/06/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking						
5279	SANTA FE COUNTY	07/23/2025	EFT	0.00	660.00	369
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TOR 2-2025	Invoice	03/18/2025	Inmate Detention	0.00	660.00	
	420-070-2172	CARE OF INMATES	Inmate Detention Housing	660.00		
5279	SANTA FE COUNTY	07/23/2025	EFT	0.00	3,960.00	370
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TOR 1-2025	Invoice	02/11/2025	Inmate Housing for Santa Fe County	0.00	3,960.00	
	420-070-2172	CARE OF INMATES	Inmate Housing for Santa Fe Co	3,960.00		
5279	SANTA FE COUNTY	07/23/2025	EFT	0.00	194.00	371
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TOR 7-2024	Invoice	12/19/2024	Santa Fe County Detention - JULY 2024	0.00	194.00	
	420-070-2172	CARE OF INMATES	Santa Fe County Detention - JUL	194.00		
5279	SANTA FE COUNTY	07/23/2025	EFT	0.00	1,746.00	372
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TOR-11-2024	Invoice	12/16/2024	Santa Fe Inmate Housing - November	0.00	1,746.00	
	420-070-2172	CARE OF INMATES	Santa Fe Inmate Housing - Nove	1,746.00		
5279	SANTA FE COUNTY	07/23/2025	EFT	0.00	3,520.00	373
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TOR 3-2025	Invoice	04/16/2025	Inmate Housing	0.00	3,520.00	
	420-070-2172	CARE OF INMATES	Inmate Housing	3,520.00		
VEN01472	PROFESSIONAL FIREFIGHTERS OF TORRANCE C	07/29/2025	EFT	0.00	161.00	374
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005198	Invoice	07/31/2025	FIRE FIGHTER UNION DUES	0.00	161.00	
	401-000-9001	Payroll Liabilities	FIRE FIGHTER UNION DUES	161.00		
5189	SUNRISE BANK	07/29/2025	EFT	0.00	1,970.39	375
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005202	Invoice	07/31/2025	Sunrise Loan	0.00	1,970.39	
	401-000-9001	Payroll Liabilities	Sunrise Loan	1,970.39		
5039	BOKF, NA	08/06/2025	EFT	0.00	101,419.51	376
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TORRANCE2016	Invoice	08/04/2025	2016 GO Bond Payments FY26	0.00	101,419.51	
	562-011-2350	BOND INTEREST PAYMEN	2016 GO Bond Payments FY26 -	6,284.98		
	562-011-2351	BOND PRINCIPAL PAYME	SEMI-ANNUAL PAYING AGENT F	134.53		
	562-011-2351	BOND PRINCIPAL PAYME	2016 GO Bond Payments FY26 -	95,000.00		
1328	NM DEPARTMENT OF PUBLIC SAFETY	08/06/2025	Regular	0.00	-3,306.34	133198
1328	NM DEPARTMENT OF PUBLIC SAFETY	08/06/2025	Regular	0.00	-2,539.72	133374
4846	HORIZONS OF NEW MEXICO	07/31/2025	Regular	0.00	-4.79	133474
199	USDA,APHIS WILDLIFE SERVICES	07/29/2025	Regular	0.00	-11,870.09	133728

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01352	HELEN GUTIERREZ	07/17/2025	Regular	0.00	632.00	133832

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
IAAO School H. G	Invoice	07/17/2025	Travel to Albuquerque for IAAO School	0.00	632.00
	401-040-2205	TRAVEL - EMPLOYEES	Travel to Albuquerque for IAAO	632.00	

5450	AMAZON BUSINESS	07/23/2025	Regular	0.00	1,785.13	133833

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
1GQX-6GYX-JKFP	Invoice	07/22/2025	CITATION PRINTERS	0.00	1,785.13
	401-050-2222	SUPPLIES - FIELD SUPPLIE	WONENICE USB LASER BARCOD	113.95	
	401-050-2222	SUPPLIES - FIELD SUPPLIE	SHIPPING	6.99	
	401-050-2222	SUPPLIES - FIELD SUPPLIE	BROTHER POCKETJET PJ762	1,277.58	
	401-050-2222	SUPPLIES - FIELD SUPPLIE	T-POWER 12V CAR CHARGER FO	38.04	
	401-050-2222	SUPPLIES - FIELD SUPPLIE	BROTHER IN-VEHICLE MOUNT	348.57	

3920	BOOT BARN INC	07/23/2025	Regular	0.00	197.99	133834

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
180146	Invoice	07/17/2025	PPE Work Boots For Richard Lesperance	0.00	197.99
	401-065-2248	SUPPLIES - SAFETY	PPE Work Boots	197.99	

5650	Brightly Software, INC	07/23/2025	Regular	0.00	4,833.82	133835

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV-280557	Invoice	07/21/2025	FACILITES WORK ORDER SOFTWARE	0.00	4,833.82
	401-065-2228	SOFTWARE	MAINTENANCE WORK ORDER S	4,833.82	

106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	343.09	133836

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
06.2025 6900	Invoice	07/23/2025	Fairgrounds Electric	0.00	343.09
	401-053-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 4700	43.04	
	401-053-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 2200	35.96	
	401-053-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 6900	202.39	
	401-053-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 1500	35.51	
	401-053-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 2300	26.19	

106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	2,917.76	133837

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
06.2025 79001	Invoice	07/23/2025	Judicial Electric	0.00	2,917.76
	401-016-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025	2,917.76	

106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	58.54	133838

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
06.2025 17505	Invoice	07/23/2025	Emergency Mgr Electric	0.00	58.54
	604-083-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 7505	58.54	

106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	3,302.75	133839

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
06.2025 3000	Invoice	07/23/2025	Admin Electric	0.00	3,302.75
	401-015-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 3000	3,296.38	
	401-015-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 3700	6.37	

106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	221.01	133840

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		
06.2025 3806	Invoice	07/23/2025	Road Electric	0.00	221.01	
	402-060-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025	221.01		
106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	397.50	133841
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 7901	Invoice	07/23/2025	Mountainair Sr Center Electric	0.00	397.50	
	401-027-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025	397.50		
106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	388.76	133842
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 92801	Invoice	07/23/2025	Health Dept Electric	0.00	388.76	
	401-024-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025	388.76		
106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	508.61	133843
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 84401	Invoice	07/23/2025	Animal Services Electric	0.00	508.61	
	401-082-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025	508.61		
106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	153.78	133844
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 4503	Invoice	07/23/2025	Emergency Mgr Electric	0.00	153.78	
	604-083-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 4503	153.78		
106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	1,626.75	133845
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 81300	Invoice	07/23/2025	Dispatch Electric	0.00	1,626.75	
	413-091-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 1500	864.38		
	413-091-2208	UTILITIES - ELECTRICITY	Fire Prior Year June FY2025	542.25		
	911-080-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 5500	57.30		
	911-080-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 1300	162.82		
106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	123.34	133846
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 29300	Invoice	07/23/2025	Clerk/Elections Electric	0.00	123.34	
	401-021-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025	123.34		
106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	339.82	133847
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 74400	Invoice	07/23/2025	Dist 3 Fire Electric	0.00	339.82	
	408-091-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 74400	23.33		
	408-091-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 15100	209.71		
	408-091-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 88700	106.78		
106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	89.12	133848
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 6000	Invoice	07/23/2025	Dist 1 Fire Electric	0.00	89.12	
	407-091-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 6000	42.62		
	407-091-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 25100	21.75		
	407-091-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 5100	24.75		
106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	438.97	133849

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		
06.2025.70701	Invoice	07/23/2025	Sheriff Electric	0.00	438.97	
	401-050-2208	UTILITIES - ELECTRICITY	Prior Year FY2025	438.97		
106	CENTRAL NM ELECTRIC COOP.	07/23/2025	Regular	0.00	128.49	133850
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025.4000	Invoice	07/23/2025	Dist 4 Fire Electric	0.00	128.49	
	409-091-2208	UTILITIES - ELECTRICITY	Prior Year FY2025 4000	50.38		
	409-091-2208	UTILITIES - ELECTRICITY	Prior Year FY2025 2700	78.11		
4705	DOUBLE H AUTO	07/23/2025	Regular	0.00	717.97	133851
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
616653	Invoice	07/21/2025	Quarterly PO	0.00	87.98	
	402-060-2201	MAINTENANCE & REPAIR	July	87.98		
616994	Invoice	07/21/2025	Quarterly PO	0.00	629.99	
	402-060-2201	MAINTENANCE & REPAIR	July	629.99		
VEN01496	EMERGENCY SOLUTIONS, INC.	07/23/2025	Regular	0.00	765.00	133852
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CBI-7610	Invoice	07/18/2025	Response Master Subscription Set Up	0.00	765.00	
	413-091-2271	CONTRACT - OTHER SERV	Response Master Subscription C	330.00		
	413-091-2271	CONTRACT - OTHER SERV	Response Master One Time Set	600.00		
	413-091-2271	CONTRACT - OTHER SERV	Discount for Extended Trial Peri	-165.00		
VEN01488	NEW MEXICO AIR FILTER, INC.	07/23/2025	Regular	0.00	496.00	133853
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
195181	Invoice	07/17/2025	Air Filters for the Heating and Cooling Uni	0.00	496.00	
	401-015-2215	MAINTENANCE & REPAIR	Air Filters for the Heating and C	496.00		
2015	PLATEAU	07/23/2025	Regular	0.00	127.57	133854
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025.2211365	Invoice	07/16/2025	Duran FD Internet & Wirless	0.00	127.57	
	407-091-2207	TELECOMMUNICATIONS	July	127.57		
3859	PRUDENTIAL OVERALL SUPPLY	07/23/2025	Regular	0.00	101.09	133855
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450748659	Invoice	07/22/2025	UNIFORM RENTALS PRIOR YEAR	0.00	101.09	
	401-065-2236	SUPPLIES - UNIFORMS	JACKET	11.92		
	401-065-2236	SUPPLIES - UNIFORMS	TAN CARGO PANTS	1.50		
	401-065-2236	SUPPLIES - UNIFORMS	BLACK PANTS	20.16		
	401-065-2236	SUPPLIES - UNIFORMS	POLO SHIRTS NAVY	6.75		
	401-065-2236	SUPPLIES - UNIFORMS	POLO SHIRTS LIGHT BLUE	8.10		
	401-065-2236	SUPPLIES - UNIFORMS	BLUE WORK JEANS	7.68		
	401-065-2236	SUPPLIES - UNIFORMS	GREY MIMIX WORK SHIRT	5.94		
	401-065-2236	SUPPLIES - UNIFORMS	BUDGET PROTECTION	23.97		
	401-065-2236	SUPPLIES - UNIFORMS	DELIVERY CHARGE	15.07		
3859	PRUDENTIAL OVERALL SUPPLY	07/23/2025	Regular	0.00	101.09	133856

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		
450749360	Invoice	07/22/2025	PRIOR YEAR PAYMENT UNIFORMS MAINT	0.00	101.09	
	401-065-2236	SUPPLIES - UNIFORMS	JACKET		11.92	
	401-065-2236	SUPPLIES - UNIFORMS	BLACK PANTS		20.16	
	401-065-2236	SUPPLIES - UNIFORMS	TAN PANTS		1.50	
	401-065-2236	SUPPLIES - UNIFORMS	POLO SHIRT NAVY		6.75	
	401-065-2236	SUPPLIES - UNIFORMS	POLO SHIRT LIGHT BLUE		8.10	
	401-065-2236	SUPPLIES - UNIFORMS	CLASSIC BLUE WORK JEANS		7.68	
	401-065-2236	SUPPLIES - UNIFORMS	GREY MIMIX WORK SHIRT		5.94	
	401-065-2236	SUPPLIES - UNIFORMS	BUDGET PROGRAM		23.97	
	401-065-2236	SUPPLIES - UNIFORMS	DELIVERY CHARGE		15.07	
107	QWEST CORPORATION	07/23/2025	Regular	0.00	654.15	133857
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 00063	Invoice	07/21/2025	Dispatch Qwest	0.00	654.15	
	911-080-2207	TELECOMMUNICATIONS	Prior Year June FY2025		654.15	
107	QWEST CORPORATION	07/23/2025	Regular	0.00	79.78	133858
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 48623	Invoice	07/21/2025	Assessor Qwest	0.00	79.78	
	401-096-2207	TELECOMMUNICATIONS	Prior Year June FY2025		79.78	
107	QWEST CORPORATION	07/23/2025	Regular	0.00	96.95	133859
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 72736	Invoice	07/21/2025	Treasurer Qwest	0.00	96.95	
	401-096-2207	TELECOMMUNICATIONS	Prior Year June FY2025		96.95	
107	QWEST CORPORATION	07/23/2025	Regular	0.00	96.22	133860
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 65927	Invoice	07/21/2025	Fire Dist 5 Qwest	0.00	96.22	
	405-091-2207	TELECOMMUNICATIONS	Prior Year June FY2025 5927		96.22	
107	QWEST CORPORATION	07/23/2025	Regular	0.00	306.73	133861
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 88566	Invoice	07/21/2025	Estancia Sr Center Qwest	0.00	306.73	
	401-036-2207	TELECOMMUNICATIONS	Prior Year June FY2025		306.73	
107	QWEST CORPORATION	07/23/2025	Regular	0.00	161.14	133862
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 57094	Invoice	07/21/2025	Manager Qwest	0.00	161.14	
	401-096-2207	TELECOMMUNICATIONS	Prior Year June FY2025		161.14	
107	QWEST CORPORATION	07/23/2025	Regular	0.00	253.36	133863
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 67556	Invoice	07/21/2025	Animal Services Qwest	0.00	253.36	
	401-096-2207	TELECOMMUNICATIONS	Prior year June FY2025		253.36	
107	QWEST CORPORATION	07/23/2025	Regular	0.00	178.44	133864
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 37571	Invoice	07/21/2025	Moriarty Sr Center Qwest	0.00	178.44	
	401-037-2207	TELECOMMUNICATIONS	Prior Year June FY2025		178.44	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
107	QWEST CORPORATION	07/23/2025	Regular	0.00	76.48	133865

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Item Description	Distribution Amount	
06.2025.80725	Invoice	07/21/2025	Mountainair Sr Center Qwest	0.00	76.48
401-027-2207		TELECOMMUNICATIONS	Prior Year June FY2025	76.48	

107	QWEST CORPORATION	07/23/2025	Regular	0.00	285.12	133866

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Item Description	Distribution Amount	
06.2025.69229	Invoice	07/21/2025	Fire Dist 5 Qwest	0.00	285.12
405-091-2207		TELECOMMUNICATIONS	Prior Year June FY2025 9229	285.12	

107	QWEST CORPORATION	07/23/2025	Regular	0.00	52.24	133867

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Item Description	Distribution Amount	
06.2025.87944	Invoice	07/21/2025	Sheriff Qwest	0.00	52.24
401-096-2207		TELECOMMUNICATIONS	Prior Year June FY2025 7944	52.24	

107	QWEST CORPORATION	07/23/2025	Regular	0.00	156.25	133868

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Item Description	Distribution Amount	
06.2025.64021	Invoice	07/21/2025	Sheriff Qwest	0.00	156.25
401-096-2207		TELECOMMUNICATIONS	Prior Year June FY2025 4021	156.25	

107	QWEST CORPORATION	07/23/2025	Regular	0.00	79.78	133869

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Item Description	Distribution Amount	
06.2025.52763	Invoice	07/21/2025	Clerk Qwest	0.00	79.78
401-096-2207		TELECOMMUNICATIONS	Prior Year June FY2025	79.78	

5323	SOUTHWEST COPY SYSTEMS	07/23/2025	Regular	0.00	62.33	133870

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Item Description	Distribution Amount	
572536	Invoice	07/22/2025	Treasurer Printing overages	0.00	62.33
401-030-2221		PRINTING/PUBLISHING/A	Prior Year June FY2025 Overage	62.33	

VEN01381	BLUE 360 MEDIA, LLC	07/29/2025	Regular	0.00	795.60	133871

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Item Description	Distribution Amount	
IN2507264848	Invoice	07/25/2025	Official NM Criminal & Traffic Law Manual	0.00	795.60
401-050-2222		SUPPLIES - FIELD SUPPLIE	Official NM Criminal & Traffic La	720.00	
401-050-2222		SUPPLIES - FIELD SUPPLIE	SHIPPING	75.60	

VEN01274	BOLDplanning, Inc	07/29/2025	Regular	0.00	655.67	133872

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Item Description	Distribution Amount	
243320	Invoice	07/28/2025	EOP Module Annual Licensing/Support Su	0.00	655.67
604-083-2269		SUBSCRIPTIONS & DUES	July	655.67	

106	CENTRAL NM ELECTRIC COOP.	07/29/2025	Regular	0.00	339.21	133873

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Item Description	Distribution Amount	
06.2025.21201	Invoice	07/24/2025	Moriarty Sr Center Electric	0.00	339.21
401-037-2208		UTILITIES - ELECTRICITY	Prior Year June FY2025	339.21	

4270	COLONIAL LIFE	07/29/2025	Regular	0.00	255.17	133874

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Item Description	Distribution Amount	
38826850703682	Invoice	07/29/2025	LIFE INSURANCE	0.00	255.17
401-000-9001		Payroll Liabilities	LIFE INSURANCE	255.17	

My Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01187	Dearborn Life Insurance Company	07/29/2025	Regular	0.00	173.84	133875

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
7.11.25	Invoice	07/29/2025	EYE INSURANCE	0.00	173.84
	401-000-9001	Payroll Liabilities	EYE INSURANCE	173.84	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4834	DELTA DENTAL OF NEW MEXICO INC	07/29/2025	Regular	0.00	2,179.29	133876

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
RIS0006487265	Invoice	07/28/2025	DENTAL INSURANCE JULY 2025	0.00	2,179.29
	401-000-9001	Payroll Liabilities	DENTAL INSURANCE JULY 2025	2,179.29	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2585	EAST MOUNTAIN AUTO GLASS	07/29/2025	Regular	0.00	312.19	133877

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
26699	Invoice	07/23/2025	Windshield Replacement for 2016 RAM Di	0.00	312.19
	911-080-2201	MAINTENANCE & REPAIR	Urethane,Dam,Primer 2.0 Tubes	28.00	
	911-080-2201	MAINTENANCE & REPAIR	Windshield- Green Tint afterma	284.19	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01504	GEOTAB USA, INC.	07/29/2025	Regular	0.00	263.82	133878

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
IN441220	Invoice	07/24/2025	GEO Tab Devices and ID Fobs	0.00	263.82
	401-010-2284	EQUIPMENT LEASES	GEO Tab Devices	211.02	
	401-010-2284	EQUIPMENT LEASES	GEO Tab ID Fobs (20)	52.80	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5019	GLOBE LIFE & ACCIDENT INSURANCE	07/29/2025	Regular	0.00	163.00	133879

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
INV0005199	Invoice	07/31/2025	Globe LIfe Insurance	0.00	163.00
	401-000-9001	Payroll Liabilities	Globe Life Insurance	163.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4339	LIBERTY NATIONAL LIFE INSURANCE	07/29/2025	Regular	0.00	1,232.54	133880

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
5.1.25	Invoice	07/29/2025	LIFE INSURANCE	0.00	1,232.54
	401-000-9001	Payroll Liabilities	LIFE INSURANCE	1,232.54	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3729	MARLIN BUSINESS BANK	07/29/2025	Regular	0.00	208.28	133881

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
40668198	Invoice	07/29/2025	Dispatch Copier Lease	0.00	208.28
	911-080-2284	LEASE EQUIPMENT	Prior Year June FY2025 lease	208.28	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01183	Metropolitan Life Insurance Company	07/29/2025	Regular	0.00	1,304.87	133882

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
8.1.25	Invoice	07/29/2025	LIFE INSURANCE EMPLOYEE	0.00	1,304.87
	401-000-9001	Payroll Liabilities	LIFE INSURANCE EMPLOYEE	1,304.87	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1096	NM RETIREE HEALTH-CARE AUTHORI	07/29/2025	Regular	0.00	7,200.00	133883

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
INV0005200	Invoice	07/31/2025	Retiree Health Care	0.00	7,200.00
	401-000-9001	Payroll Liabilities	Retiree Health Care	7,200.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4702	NMSU, REGENTS OF	07/29/2025	Regular	0.00	50.00	133884

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Discount Amount / Item Description	Payment Amount / Distribution Amount	Number
	Account Number						
25-17883	Invoice	07/24/2025	Rabies testing		0.00	50.00	
	401-082-2272			CONTRACT - PROFESSION	Rabies testing	50.00	
5603	PFEIFER VETERINARY SERVICES, LLC		07/29/2025	Regular	0.00	1,618.56	133885
2268087/2	Invoice	07/29/2025	SPAY AND NEUTER PROGRAM		0.00	1,618.56	
	431-082-2272			CONTRACT - PROFESSION	SPAY AND NEUTER PROGRAM	266.92	
	431-082-2272			CONTRACT - PROFESSION	SPAY AND NEUTER PROGRAM	215.26	
	431-082-2272			CONTRACT - PROFESSION	SPAY AND NEUTER PROGRAM	100.00	
	431-082-2272			CONTRACT - PROFESSION	SPAY AND NEUTER PROGRAM	215.26	
	431-082-2272			CONTRACT - PROFESSION	SPAY AND NEUTER PROGRAM	215.26	
	431-082-2272			CONTRACT - PROFESSION	SPAY AND NEUTER PROGRAM	215.26	
	431-082-2272			CONTRACT - PROFESSION	SPAY AND NEUTER PROGRAM	290.60	
	431-082-2272			CONTRACT - PROFESSION	SPAY AND NEUTER PROGRAM	100.00	
3859	PRUDENTIAL OVERALL SUPPLY		07/29/2025	Regular	0.00	310.08	133886
450766105	Invoice	07/24/2025	Quarterly Uniforms	Road Crew	0.00	310.08	
	402-060-2236			SUPPLIES - UNIFORMS	Quarterly Uniforms Road Crew	310.08	
3859	PRUDENTIAL OVERALL SUPPLY		07/29/2025	Regular	0.00	315.28	133887
450765425	Invoice	07/24/2025	Quarterly Uniforms	Road Crew	0.00	315.28	
	402-060-2236			SUPPLIES - UNIFORMS	Quarterly Uniforms Road Crew	315.28	
3859	PRUDENTIAL OVERALL SUPPLY		07/29/2025	Regular	0.00	309.05	133888
450764058	Invoice	07/24/2025	Quarterly Uniforms	Road Crew	0.00	309.05	
	402-060-2236			SUPPLIES - UNIFORMS	Quarterly Uniforms Road Crew	309.05	
3859	PRUDENTIAL OVERALL SUPPLY		07/29/2025	Regular	0.00	315.28	133889
450764743	Invoice	07/24/2025	Quarterly Uniforms	Road Crew	0.00	315.28	
	402-060-2236			SUPPLIES - UNIFORMS	Quarterly Uniforms Road Crew	315.28	
107	QWEST CORPORATION		07/29/2025	Regular	0.00	158.31	133890
06.2025 2762	Invoice	07/28/2025	Facilities Qwest		0.00	158.31	
	401-096-2207			TELECOMMUNICATIONS	Prior Year June FY2025 2762	158.31	
5426	SENERGY PETROLEUM, LLC		07/29/2025	Regular	0.00	19,812.64	133891
415155653	Invoice	07/24/2025	Bulk Fuel		0.00	4,990.68	
	402-060-2202			SUPPLIES - VEHICLE FUEL	Bulk Fuel	4,990.68	
415163313	Invoice	07/24/2025	Bulk Fuel		0.00	5,735.76	
	402-060-2202			SUPPLIES - VEHICLE FUEL	Bulk Fuel	5,735.76	
SEN-1079374	Invoice	07/24/2025	Bulk Fuel		0.00	9,086.20	
	402-060-2202			SUPPLIES - VEHICLE FUEL	Bulk Fuel	9,086.20	
5323	SOUTHWEST COPY SYSTEMS		07/29/2025	Regular	0.00	849.38	133892

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount / Distribution Amount	Number
					0.00	849.38	
572157	Invoice	07/23/2025	June FY2025 Copy/Print Charges				
	401-008-2221		PRINTING/PUBLISHING/A	P&Z June FY2025		124.95	
	401-010-2221		PRINTING/PUBLISHING/A	Manager June FY2025		183.02	
	401-021-2221		PRINTING/PUBLISHING/A	Clerk June FY2025		91.53	
	401-050-2221		PRINTING/PUBLISHING/A	Sheriff June FY2025		181.32	
	401-055-2221		PRINTING/PUBLISHING/A	Finance June FY2025		146.35	
	401-073-2271		CONTRACT - OTHER SERV	Court Compliance June FY2025		79.80	
	402-060-2221		PRINTING/PUBLISHING/A	Roads June FY2025		42.41	
3978	STAPLES BUSINESS ADVANTAGE		07/29/2025	Regular	0.00	823.98	133893
					0.00	823.98	
700614311	Invoice	07/24/2025	Staples Office Supplies				
	911-080-2219		SUPPLIES - GENERAL OFFI	Sweet N Low Packets 400/box		16.58	
	911-080-2219		SUPPLIES - GENERAL OFFI	Brother DR-431 Drum Unit		119.35	
	911-080-2219		SUPPLIES - GENERAL OFFI	Logitech Wave MK670/M550L		342.80	
	911-080-2219		SUPPLIES - GENERAL OFFI	Ultra Duster Compressed Air Du		23.00	
	911-080-2219		SUPPLIES - GENERAL OFFI	APC Back-UPS 650 Battery Back		263.12	
	911-080-2219		SUPPLIES - GENERAL OFFI	Reinforced Box-Bottom Hanging		59.13	
VEN01463	STATE OF NEW MEXICO CHILD SUPPORT STATE		07/29/2025	Regular	0.00	218.77	133894
					0.00	218.77	
INV0005201	Invoice	07/31/2025	Child Suppot				
	401-000-9001		Payroll Liabilities	Child Support		218.77	
1335	TORRANCE COUNTY		07/29/2025	Regular	0.00	174.81	133895
					0.00	174.81	
INV0005203	Invoice	07/31/2025	Torrance County Property Tax				
	401-000-9001		Payroll Liabilities	Torrance County Property Tax		174.81	
1314	TRIADIC INC.		07/29/2025	Regular	0.00	109,668.66	133896
					0.00	109,668.66	
2025-00071625	Invoice	07/29/2025	Triadic Services				
	401-096-2213		CONTRACT - IT SERVICES	GRT		10.31	
	401-096-2213		CONTRACT - IT SERVICES	Contract Charges June 24-June		100,236.76	
	401-096-2213		CONTRACT - IT SERVICES	GRT		78.28	
	401-096-2213		CONTRACT - IT SERVICES	Additional Jwalk Licence annual		948.75	
	401-096-2213		CONTRACT - IT SERVICES	Jwalk install April 2025		125.00	
	401-096-2213		CONTRACT - IT SERVICES	GRT June 24-June25		8,269.56	
5414	TX CHILD SUPPORT SDU		07/29/2025	Regular	0.00	249.69	133897
					0.00	249.69	
INV0005205	Invoice	07/31/2025	TX SDU CHILD SUPPORT				
	401-000-9001		Payroll Liabilities	TX SDU CHILD SUPPORT		249.69	
178	U.S. POSTMASTER		07/29/2025	Regular	0.00	162.00	133898
					0.00	162.00	
0767	Invoice	07/24/2025	Annual PO Box Renewal				
	401-020-2269		SUBSCRIPTIONS & DUES	Annual PO Box Renewal		162.00	
4312	Universal Waste Systems Inc		07/29/2025	Regular	0.00	2,810.46	133899

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
0003896211	Invoice	07/23/2025	Dist 2 Waste Disposal		0.00	288.81	
	406-091-2210	UTILITIES - WATER	Q1 Waste Disposal			288.81	
0003896212	Invoice	07/23/2025	Dist 3 Waste Disposal		0.00	831.36	
	408-091-2210	UTILITIES - WATER	Q1 Waste Disposal			831.36	
0003896427	Invoice	07/24/2025	Dist 3 Sub and Dist 4 Waste Disposal		0.00	298.51	
	408-091-2210	UTILITIES - WATER	Q1 Dist 3 Sub Waste Disposal			298.51	
0003896428	Invoice	07/24/2025	Dist 3 Sub and Dist 4 Waste Disposal		0.00	75.08	
	409-091-2210	UTILITIES - WATER	Q1 Dist 4 Waste Disposal			75.08	
0003896429	Invoice	07/24/2025	Animal Services Waste Disposal		0.00	230.65	
	401-082-2210	UTILITIES - WATER	Q1 Waste Disposal			230.65	
0003896430	Invoice	07/24/2025	Dist 5 Waste disposal		0.00	855.40	
	405-091-2210	UTILITIES - WATER	Q1 Waste Disposal			855.40	
0003896431	Invoice	07/24/2025	Road Waste Disposal		0.00	230.65	
	402-060-2210	UTILITIES - WATER	Q1 Waste Disposal			230.65	
199	USDA,APHIS WILDLIFE SERVICES		07/29/2025	Regular	0.00	11,870.03	133900
300539523	Invoice	07/29/2025	Q4 USDA WILDLIFE SERVICES COOPERATI		0.00	11,870.03	
	403-066-2278	CONTRACT - ANIMAL DA	Q4 USDA WILDLIFE SERVICES CO			11,870.03	
4376	WAGEWORKS		07/29/2025	Regular	0.00	143.50	133901
INV8065589	Invoice	07/23/2025	Health Benefits		0.00	143.50	
	401-014-2272	CONTRACT - PROFESSION	July			143.50	
66	ALBUQUERQUE PUBLISHING CO.		07/31/2025	Regular	0.00	35.88	133902
241850	Invoice	07/29/2025	FY25 public notice		0.00	35.88	
	401-008-2221	PRINTING/PUBLISHING/A	FY25 public notice			35.88	
3594	AUTOZONE INC.		07/31/2025	Regular	0.00	45.52	133903
02248969621	Invoice	07/28/2025	TCFR Autozone Open PO 07/2025-09/202		0.00	45.52	
	416-083-2201	MAINTENANCE & REPAIR	Shell Rotella 15W-40 Engine Oil			45.52	
3391	CINTAS CORPORATION NO. 2		07/31/2025	Regular	0.00	1,435.50	133904
9327361718	Invoice	07/28/2025	Cintas AED Agreement		0.00	1,435.50	
	600-006-2271	CONTRACT - OTHER SERV	Prior Year June FY2025 Cintas A			1,435.50	
4167	CORRIENTE BUCKLE & SADDLE CO.		07/31/2025	Regular	0.00	595.00	133905
505585-00-0	Invoice	07/29/2025	Keychains		0.00	595.00	
	412-053-2235	SUPPLIES - AWARDS FOR	Keychains CSKEY 108			595.00	
5561	CULLIGAN ABQ, LLC		07/31/2025	Regular	0.00	12.75	133906
312937	Invoice	07/30/2025	Q1 WATER DELIVERY		0.00	12.75	
	401-030-2219	SUPPLIES - GENERAL OFFI	PRIOR YEAR JUNE FY2025			12.75	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/31/2025	Regular	0.00	308.38	133907

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
590941039	Invoice	07/28/2025	Treasurer Copy Machine Lease	0.00	308.38
	401-030-2284	EQUIPMENT LEASES	July	308.38	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/31/2025	Regular	0.00	308.38	133908

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
591113486	Invoice	07/28/2025	Assessor Copy Machine Lease	0.00	308.38
	401-040-2284	EQUIPMENT LEASES	July	308.38	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/31/2025	Regular	0.00	325.32	133909

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
590610514	Invoice	07/28/2025	Assessor Copy Machine Lease	0.00	325.32
	401-040-2284	EQUIPMENT LEASES	Prior Year June FY2025	325.32	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5308	DIRECTV, LLC.	07/31/2025	Regular	0.00	125.14	133910

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
069212456	Invoice	07/31/2025	Direct TV Fire	0.00	125.14
	416-083-2271	CONTRACT - OTHER SERV	August	125.14	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4494	FAIR PUBLISHING HOUSE, INC.	07/31/2025	Regular	0.00	168.58	133911

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
91395-01	Invoice	07/31/2025	Entry Tags	0.00	168.58
	412-053-2221	PRINTING/PUBLISHING/A	Entry Tags #163 - 1000 tags/box	168.58	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4846	HORIZONS OF NEW MEXICO	07/31/2025	Regular	0.00	56.77	133912

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
SINV046347	Invoice	07/29/2025	Shredding Services	0.00	56.77
	401-050-2271	OTHER SERVICES	Prior Year June FY2025	56.77	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4846	HORIZONS OF NEW MEXICO	07/31/2025	Regular	0.00	28.38	133913

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
SINV046346	Invoice	07/29/2025	Shredding Services	0.00	28.38
	401-055-2271	OTHER SERVICES	Prior Year June FY2025	28.38	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4846	HORIZONS OF NEW MEXICO	07/31/2025	Regular	0.00	28.38	133914

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
SINV046348	Invoice	07/29/2025	Shredding Services	0.00	28.38
	911-080-2271	CONTRACTS OTHER SERVI	Prior Year June FY2025	28.38	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4846	HORIZONS OF NEW MEXICO	07/31/2025	Regular	0.00	28.38	133915

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
SINV046341	Invoice	07/29/2025	Shredding Services	0.00	28.38
	612-020-2271	CONTRACT - OTHER SERV	Prior Year June FY2025	28.38	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4846	HORIZONS OF NEW MEXICO	07/31/2025	Regular	0.00	28.38	133916

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
SINV046345	Invoice	07/29/2025	Shredding Services	0.00	28.38
	401-040-2271	CONTRACT - OTHER SERV	Prior Year June FY2025	28.38	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4846	HORIZONS OF NEW MEXICO	07/31/2025	Regular	0.00	28.38	133917

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
	SINV046344	Invoice	07/29/2025	Shredding Services	0.00	28.38	
		401-030-2271	CONTRACT - OTHER SERV	Prior Year FY 2025	28.38		
1328	NM DEPARTMENT OF PUBLIC SAFETY		07/31/2025	Regular	0.00	1,360.31	133918
	10437401	Invoice	07/31/2025	CORRECTION CHECK FOR OVERPAID INVO	0.00	1,360.31	
		605-022-2271	CONTRACT - OTHER SERV	CORRECTION CHECK FOR OVERP	1,360.31		
209	NMAC MANAGERS AFFILIATE		07/31/2025	Regular	0.00	200.00	133919
	00012	Invoice	07/30/2025	NM Counties Affiliate	0.00	200.00	
		401-010-2269	SUBSCRIPTIONS & DUES	NM Counties Affiliate - J.JORDA	100.00		
		401-010-2269	SUBSCRIPTIONS & DUES	NM Counties Affiliate - MISTY W	100.00		
4760	OLD MILL EDGEWOOD LLC		07/31/2025	Regular	0.00	1,320.00	133920
	510893	Invoice	07/29/2025	Tag Reader Wand	0.00	1,320.00	
		412-053-2218	FURN/FIX/EQUIP	Tag Reader Wand	1,320.00		
1334	PITNEY BOWES BANK INC PURCHASE POWER		07/31/2025	Regular	0.00	1,009.75	133921
	PB#34364398	Invoice	07/31/2025	Pitney Bowes Postage and Fees	0.00	1,009.75	
		401-010-2206	POSTAGE	July Pitney Bowes Postage and F	1,009.75		
5100	PRESBYTERIAN MEDICAL SERVICES		07/31/2025	Regular	0.00	833.33	133922
	8-JUL-25	Invoice	07/28/2025	Cleaning Sr Citizen Cntr	0.00	833.33	
		631-057-2271	CONTRACT - OTHER SERV	July Cleaning Services	833.33		
107	QWEST CORPORATION		07/31/2025	Regular	0.00	137.04	133923
	06.2025 4146	Invoice	07/28/2025	Facilities Qwest	0.00	137.04	
		401-096-2207	TELECOMMUNICATIONS	Prior Year June FY2025 4146	137.04		
3462	SAMBA HOLDINGS, INC.		07/31/2025	Regular	0.00	373.92	133924
	INV01923737	Invoice	07/28/2025	Samba DL Check	0.00	373.92	
		401-014-2271	CONTRACT-OTHER SERVI	July	373.92		
5323	SOUTHWEST COPY SYSTEMS		07/31/2025	Regular	0.00	1,095.14	133925
	574064	Invoice	07/28/2025	Copy/ Print Charges	0.00	1,095.14	
		401-008-2221	PRINTING/PUBLISHING/A	P&Z July	141.65		
		401-010-2221	PRINTING/PUBLISHING/A	Manager July	287.57		
		401-021-2221	PRINTING/PUBLISHING/A	Clerk July	148.90		
		401-050-2221	PRINTING/PUBLISHING/A	Sheriff July	179.60		
		401-055-2221	PRINTING/PUBLISHING/A	Finance July	286.75		
		401-073-2271	CONTRACT - OTHER SERV	Court Compliance July	17.02		
		402-060-2221	PRINTING/PUBLISHING/A	Roads July	33.65		
5605	TRANSWORLD NETWORK CORP.		07/31/2025	Regular	0.00	85.90	133926

My Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description			
	Account Number	Account Name	Item Description			
	Invoice	07/31/2025	INTERNET SERVICE FOR 702 DUNLAVY	0.00	85.90	
16149138-0636	418-091-2207	TELECOMMUNICATIONS	JULY		85.90	
5339	US BANK CORPORATE PAYMENT SYSTEM	07/31/2025	Regular	0.00	19,716.09	133927
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7.15.2025	Invoice	07/31/2025	COUNTY FUEL CARDS 6.15.25 TO 7.15.25	0.00	19,716.09	
	401-008-2202	SUPPLIES - VEHICLE FUEL	GIS/PZ		123.75	
	401-008-2202	SUPPLIES - VEHICLE FUEL	PZ		400.24	
	401-010-2202	SUPPLIES - VEHICLE FUEL	MANAGER		85.11	
	401-030-2202	SUPPLIES - VEHICLE FUEL	TREASURER		85.83	
	401-040-2202	SUPPLIES - VEHICLE FUEL	ASSESSOR		135.61	
	401-050-2202	SUPPLIES - VEHICLE FUEL	SHERIFF		11,473.86	
	401-065-2202	SUPPLIES - VEHICLE FUEL	MAINTENANCE		518.49	
	401-082-2202	SUPPLIES - VEHICLE FUEL	ANIMAL SERVICES		684.89	
	405-091-2202	SUPPLIES - VEHICLE FUEL	DIST 5		700.72	
	406-091-2202	SUPPLIES - VEHICLE FUEL	DIST 2		342.79	
	408-091-2202	SUPPLIES - VEHICLE FUEL	DIST 3		272.16	
	413-091-2202	SUPPLIES - VEHICLE FUEL	FIRE ADMIN		1,039.68	
	416-083-2202	SUPPLIES - VEHICLE FUEL	FIRE/EMT		3,467.55	
	418-091-2202	SUPPLIES - VEHICLE FUEL	DIST 6		147.25	
	604-083-2202	SUPPLIES - VEHICLE FUEL	EMERGENCY MANAGEMENT		93.13	
	605-003-2202	SUPPLIES - VEHICLE FUEL	DWI		47.15	
	911-080-2202	SUPPLIES - VEHICLE FUEL	DISPATCH		97.88	
	Void	07/31/2025	Regular	0.00	0.00	133928
	WILSON & COMPANY, INC	07/31/2025	Regular	0.00	16,356.47	133929
VEN01253						
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
138231	Invoice	07/30/2025	TMDWA Study Contract- ARPA	0.00	5,593.97	
	836-045-2817	ENGINEERING DESIGN &	Plan Development		5,593.97	
139147	Invoice	07/29/2025	TMDWA Study Contract- ARPA	0.00	10,762.50	
	836-045-2817	ENGINEERING DESIGN &	NM GRT		762.51	
	836-045-2817	ENGINEERING DESIGN &	Plan Development		9,999.99	
3207	AIRGAS USA LLC	08/05/2025	Regular	0.00	1,795.33	133930
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5517600005	Invoice	07/31/2025	Prior Year Oxygen Cylinder Rent 6/1/25-6	0.00	283.31	
	405-091-2230	SUPPLIES - MEDICAL	Hazmat Fee		51.25	
	405-091-2230	SUPPLIES - MEDICAL	Med/X-Small Oxygen Cylinder R		113.76	
	405-091-2230	SUPPLIES - MEDICAL	Sales Tax		20.83	
	405-091-2230	SUPPLIES - MEDICAL	Med/Large Oxygen Cylinder Ren		97.47	
5517600131	Invoice	07/31/2025	Prior Year Oxygen Cylinder Rent 6/1/25-6	0.00	228.59	
	406-091-2230	SUPPLIES - MEDICAL	Med/X- Small Oxygen Cylinder R		170.64	
	406-091-2230	SUPPLIES - MEDICAL	Sales Tax		13.95	
	406-091-2230	SUPPLIES - MEDICAL	Hazmat Fee		44.00	
5517681153	Invoice	07/31/2025	Prior Year Oxygen Cylinder Rent 6/1/25-6	0.00	1,283.43	
	408-091-2230	SUPPLIES - MEDICAL	Hazmat Fee		102.00	
	408-091-2230	SUPPLIES - MEDICAL	Sales Tax		78.33	
	408-091-2230	SUPPLIES - MEDICAL	Med/Large Oxygen Cylinger Ren		233.10	
	408-091-2230	SUPPLIES - MEDICAL	Med/X-Small Oxygen Cylinger R		870.00	
5450	AMAZON BUSINESS	08/05/2025	Regular	0.00	528.27	133931

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payable Description / Account Name	Item Description	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
							Discount Amount	Payable Amount	
							Distribution Amount		
LWTL-R6Q1-64X	Invoice	07/30/2025	Amazon order office and cleaning supplie				0.00	528.27	
911-080-2215	MAINTENANCE & REPAIR			Staples 4-Drawer Vertical File Ca				139.90	
911-080-2219	SUPPLIES - GENERAL OFFI			6 pack LED Flashlights high lume				19.49	
911-080-2219	SUPPLIES - GENERAL OFFI			Cameron's Flavored Coffee Vanil				65.96	
911-080-2219	SUPPLIES - GENERAL OFFI			E-Z Ink Compatible Drum Replac				79.99	
911-080-2219	SUPPLIES - GENERAL OFFI			Kogain DR420 drum unit for Bro				29.99	
911-080-2219	SUPPLIES - GENERAL OFFI			Promot Notary Acknowledgeme				16.99	
911-080-2219	SUPPLIES - GENERAL OFFI			BETCKEY - compatible DYMO 30				20.90	
911-080-2219	SUPPLIES - GENERAL OFFI			TN450 Toner replacement hig yi				39.99	
911-080-2219	SUPPLIES - GENERAL OFFI			Dunkin Original Blend Med Roas				53.52	
911-080-2219	SUPPLIES - GENERAL OFFI			Energizer AA Batteries Alkaline P				19.98	
911-080-2220	SUPPLIES - CLEANING			Lichamp LED Lantern 4 pack ba				21.59	
				Tide PODS Free & Gentle Deterg				19.97	
5428	AMERIGAS PROPANE LP				08/05/2025	Regular	0.00	419.98	133932
Payable #	Payable Type / Account Number	Post Date	Payable Description / Account Name	Item Description			Discount Amount	Payable Amount	
							Distribution Amount		
2659662	Invoice	07/30/2025	Final Bill AmeriGas				0.00	419.98	
911-080-2209	UTILITIES - NATURAL GAS			Pick up charge				299.99	
911-080-2209	UTILITIES - NATURAL GAS			APP&S Service Dispatch Fee				119.99	
4964	AT & T MOBILITY LLC				08/05/2025	Regular	0.00	9,350.90	133933
Payable #	Payable Type / Account Number	Post Date	Payable Description / Account Name	Item Description			Discount Amount	Payable Amount	
							Distribution Amount		
28734/566455/5	Invoice	08/05/2025	COUNTY CELL PHONE USAGE				0.00	8,792.21	
401-096-2207	TELECOMMUNICATIONS			ANIMAL SERVICES PRIOR YEAR J				355.53	
401-096-2207	TELECOMMUNICATIONS			TREASURER PRIOR YEAR JUNE				494.50	
401-096-2207	TELECOMMUNICATIONS			CLERK PRIOR YEAR JUNE				358.25	
401-096-2207	TELECOMMUNICATIONS			DWI PRIOR YEAR JUNE				245.63	
401-096-2207	TELECOMMUNICATIONS			MANAGER PRIOR YEAR JUNE				406.22	
401-096-2207	TELECOMMUNICATIONS			ROAD DEPT PRIOR YEAR JUNE				1,030.37	
401-096-2207	TELECOMMUNICATIONS			SHERIFF PRIOR YEAR JUNE				2,933.81	
401-096-2207	TELECOMMUNICATIONS			COMMISSION PRIOR YEAR				152.37	
401-096-2207	TELECOMMUNICATIONS			PROBATE PRIOR YEAR JUNE				50.79	
401-096-2207	TELECOMMUNICATIONS			PZ PRIOR YEAR JUNE				422.44	
401-096-2207	TELECOMMUNICATIONS			FINANCE PRIOR YEAR JUNE				304.74	
401-096-2207	TELECOMMUNICATIONS			MAINTENANCE PRIOR YEAR JUN				344.36	
401-096-2207	TELECOMMUNICATIONS			ASSESSOR PRIOR YEAR JUNE				558.69	
407-091-2207	TELECOMMUNICATIONS			COMMUNITY MONITOR PRIOR				50.79	
408-091-2207	TELECOMMUNICATIONS			DIST 1 PRIOR YEAR JUNE				53.22	
413-091-2207	TELECOMMUNICATIONS			DIST 3 PRIOR YEAR JUNE				40.04	
604-083-2207	TELECOMMUNICATIONS			FIRE ADMIN PRIOR YEAR JUNE				584.35	
911-080-2207	TELECOMMUNICATIONS			EMERGENCY MANAGEMENT PR				157.23	
				DISPATCH PRIOR YEAR JUNE				248.88	
EMT/6.2025	Invoice	08/05/2025	COUNTY CELL PHONE USAGE				0.00	558.69	
416-083-2202	SUPPLIES - VEHICLE FUEL			EMT/FF JUNE PRIOR YEAR				558.69	
	Void				08/05/2025	Regular	0.00	0.00	133934
5410	BERNALILLO COUNTY				08/05/2025	Regular	0.00	2,232.88	133935
Payable #	Payable Type / Account Number	Post Date	Payable Description / Account Name	Item Description			Discount Amount	Payable Amount	
							Distribution Amount		
118	Invoice	07/30/2025	Inmate Housing				0.00	2,232.88	
420-070-2172	CARE OF INMATES			Inmate Housing Maclen Surarez				837.33	
420-070-2172	CARE OF INMATES			Inmate Housing Eric Pizarro				279.11	
420-070-2172	CARE OF INMATES			Inmate Housing Lindsey Walag				1,116.44	
VEN01508	CALIBRE PRESS				08/05/2025	Regular	0.00	199.00	133936

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		
145200	Invoice	07/30/2025	Legally Use of Force Justified	0.00	199.00	
	401-050-2266	EMPLOYEE TRAINING	Legally Use of Force Justified	199.00		
106	CENTRAL NM ELECTRIC COOP.	08/05/2025	Regular	0.00	403.55	133937
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 99100	Invoice	07/31/2025	Dist 2 Fire Electric	0.00	403.55	
	406-091-2208	UTILITIES - ELECTRICITY	Prior Year June 70500	302.97		
	406-091-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 99100	100.58		
106	CENTRAL NM ELECTRIC COOP.	08/05/2025	Regular	0.00	75.49	133938
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
062025 58001	Invoice	07/31/2025	McIntosh Sr Center Electric	0.00	75.49	
	401-089-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025	75.49		
106	CENTRAL NM ELECTRIC COOP.	08/05/2025	Regular	0.00	501.19	133939
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06.2025 03300	Invoice	07/31/2025	Dist 5 Fire Electric	0.00	501.19	
	405-091-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 03200	174.15		
	405-091-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 11701	298.69		
	405-091-2208	UTILITIES - ELECTRICITY	Prior Year June FY2025 03300	28.35		
VEN01375	CHRIS L. ARCHULETA	08/05/2025	Regular	0.00	2,575.55	133940
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2025	Invoice	07/31/2025	Superior Lease Agreement	0.00	2,575.55	
	416-083-2204	RENT OF BUILDING/LAND	August Rent	2,575.55		
4740	DATAMARS INC	08/05/2025	Regular	0.00	1,459.78	133941
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
942983	Invoice	07/31/2025	Microchips for cats and dogs	0.00	1,459.78	
	430-082-2223	SUPPLIES - KENNEL	Microchips for cats and dogs	1,459.78		
5214	FIRE PROTECTION PUBLICATIONS	08/05/2025	Regular	0.00	1,336.50	133942
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
288858	Invoice	07/31/2025	Pumping and Aerial Apparatus Driver/Op	0.00	1,336.50	
	416-083-2266	EMPLOYEE TRAINING	Pumping and Aerial Apparatus	1,336.50		
VEN01165	Healthfront P.C.	08/05/2025	Regular	0.00	1,500.00	133943
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2311	Invoice	07/30/2025	Prior Year Medical Director Services for Ju	0.00	1,500.00	
	416-083-2272	CONTRACT - PROFESSION	Prior Year Medical Director Svcs.	845.84		
	604-083-2272	CONTRACT - PROFESSION	Prior Year Medical Director Serv	8.33		
	911-080-2272	CONTRACT - PROFESSION	Prior Year Medical Director Svcs	645.83		
14	JUNIOR'S TIRE & AUTO PARTS INC.	08/05/2025	Regular	0.00	20.00	133944
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
194666	Invoice	07/30/2025	PZ 4 flat repair	0.00	20.00	
	401-008-2201	MAINTENANCE & REPAIR	PZ 4 flat repair	20.00		
VEN01506	L-TRON CORPORATION	08/05/2025	Regular	0.00	1,945.00	133945

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Discount Amount / Item Description	Payment Amount / Payable Amount / Distribution Amount	Number
	Account Number						
687723	Invoice	08/01/2025	Driver License Reader Scanner Kit		0.00	1,945.00	
	401-050-2222			SUPPLIES - FIELD SUPPLIE	Driver License Reader Scanner K	1,945.00	
1490	NMAC FINANCE & PURCHASING AFFIL		08/05/2025	Regular	0.00	75.00	133946
FINANCE 25-26	Invoice	08/04/2025	Finance and Purchasing Affiliate Dues		0.00	75.00	
	401-055-2269			SUBSCRIPTIONS & DUES	Finane and Purchasing Affiliate	75.00	
1449	P & M SIGNS INC		08/05/2025	Regular	0.00	18.50	133947
9511	Invoice	07/31/2025	Custom License Plate Man #336		0.00	18.50	
	401-050-2222			SUPPLIES - FIELD SUPPLIE	Custom License Plate Man #336	18.50	
VEN01313	PAYPRO CORPORATION		08/05/2025	Regular	0.00	540.56	133948
0000080995	Invoice	07/31/2025	HR Applicant Tracking System		0.00	540.56	
	401-014-2271			CONTRACT-OTHER SERVI	July	540.56	
VEN01371	Saavedra, Kristin		08/05/2025	Regular	0.00	449.50	133949
2025 ANNUAL	Invoice	08/05/2025	TRAVEL TO RUIDOSO NM 2025 FINANCE A		0.00	449.50	
	401-055-2205			TRAVEL - EMPLOYEES	TRAVEL TO RUIDOSO NM 2025 F	449.50	
3978	STAPLES BUSINESS ADVANTAGE		08/05/2025	Regular	0.00	74.09	133950
6038122278	Invoice	07/31/2025	Office Supplies		0.00	74.09	
	604-083-2219			SUPPLIES - GENERAL OFFI	Laptop Charger	74.09	
3915	STERICYCLE, INC.		08/05/2025	Regular	0.00	50.62	133951
8011543625	Invoice	07/31/2025	Biohazard Waste Services July-September		0.00	50.62	
	416-083-2230			SUPPLIES - MEDICAL	Biohazard Waste Services Augus	50.62	
2010	TLC UNIFORMS		08/05/2025	Regular	0.00	101.94	133952
293344	Invoice	07/30/2025	FIRE CHIEF SHIRT EMBRODERY		0.00	101.94	
	413-091-2236			SUPPLIES - UNIFORMS	1 LINE NAME EMBRODERY	29.97	
	413-091-2236			SUPPLIES - UNIFORMS	TORRANCE CO. MALTESE	71.97	
2062	TOTAL RESPONSE		08/05/2025	Regular	0.00	4,865.76	133953
83503	Invoice	08/05/2025	COMMISSION APPROVED UNAUTHORIZE		0.00	4,865.76	
	911-080-2228			SOFTWARE	COMMISSION APPROVED UNAU	4,865.76	
1641	ZIA GRAPHICS INC.		08/05/2025	Regular	0.00	550.90	133954

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payable Description / Account Name	Payment Date / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
				08/06/2025	Regular	0.00	550.90	133954
69636	Invoice	07/30/2025	OFFICE SHIRTS			0.00	550.90	
	401-040-2219		SUPPLIES-OFFICE	OFFICE SHIRTS WOMEN'S LARG			131.70	
	401-040-2219		SUPPLIES-OFFICE	OFFICE SHIRTS MEN'S XXXL			161.70	
	401-040-2219		SUPPLIES-OFFICE	OFFICE SHIRTS MENS LARGE & E			131.70	
	401-040-2219		SUPPLIES-OFFICE	OFFICE SHIRTS WOMEN'S XL			107.80	
	401-040-2219		SUPPLIES-OFFICE	OFFICE SHIRTS UP CHARGE FOR			18.00	
3769	ANAYA, SENAIDA			08/06/2025	Regular	0.00	148.11	133955
NM CLERK 2025	Invoice	08/06/2025	RETURN FROM MESCALERO NM 2025 NM			0.00	148.11	
	401-020-2205		TRAVEL - EMPLOYEES	RETURN FROM MESCALERO NM			148.11	
4986	ARCHULETA, LORI			08/06/2025	Regular	0.00	308.00	133956
2025 NM FINANC	Invoice	08/06/2025	TRAVEL TO RUIDOSO NM 2025 NM FINAN			0.00	308.00	
	401-055-2205		TRAVEL - EMPLOYEES	TRAVEL TO RUIDOSO NM 2025			308.00	
182	AUTOMATED ELECTION SERVICES			08/06/2025	Regular	0.00	333.79	133957
60319	Invoice	08/04/2025	Preprinted Envelopes AES			0.00	333.79	
	401-021-2219		SUPPLIES - GENERAL OFFI	Preprinted Envelopes AES - QTY			333.79	
VEN01089	Carlson, Mackenzie			08/06/2025	Regular	0.00	356.96	133958
TYLER TRAINING	Invoice	08/06/2025	TRAVEL TO ANGEL FIRE NM TYLER TRAINI			0.00	356.96	
	401-020-2205		TRAVEL - EMPLOYEES	TRAVEL TO ANGEL FIRE NM TYL			356.96	
3698	CHAVEZ, SYLVIA			08/06/2025	Regular	0.00	113.00	133959
NM CLERK 2025	Invoice	08/06/2025	RETURN FROM MESCALERO NM 2025 NM			0.00	113.00	
	401-020-2205		TRAVEL - EMPLOYEES	RETURN FROM MESCALERO NM			113.00	
VEN01507	CITY OF FARMINGTON			08/06/2025	Regular	0.00	1,250.00	133960
2025-04	Invoice	08/04/2025	Southwest Women in Law Enforcement			0.00	1,250.00	
	401-050-2266		EMPLOYEE TRAINING	Southwest Women in Law Enfor			1,250.00	
4705	DOUBLE H AUTO			08/06/2025	Regular	0.00	1,683.38	133961
617512	Invoice	08/04/2025	Quarterly PO			0.00	24.98	
	402-060-2201		MAINTENANCE & REPAIR	July			24.98	
618136	Invoice	08/04/2025	Quarterly PO			0.00	1,658.40	
	402-060-2201		MAINTENANCE & REPAIR	Sept			658.40	
	402-060-2201		MAINTENANCE & REPAIR	August			1,000.00	
5570	MORRIS C., GENELL			08/06/2025	Regular	0.00	148.11	133962
NM CLERK 2025	Invoice	08/06/2025	RETURN FROM MESCALERO NM NM CLER			0.00	148.11	
	401-020-2205		TRAVEL - EMPLOYEES	RETURN FROM MESCALERO NM			148.11	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4464	NM APPARATUS LLC	08/06/2025	Regular	0.00	5,049.24	133963

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
2125	Invoice	08/04/2025	FD11 Maintenance/Repair	0.00	5,049.24
	413-091-2201	MAINTENANCE & REPAIR	Sales Tax		308.17
	413-091-2201	MAINTENANCE & REPAIR	Cabin Air Filter/Actuator/CAM A		153.87
	413-091-2201	MAINTENANCE & REPAIR	FD11 T/S and Repair A/C		2,557.50
	413-091-2201	MAINTENANCE & REPAIR	Preventive Manintance and Insp		165.00
	413-091-2201	MAINTENANCE & REPAIR	Spark Plugs and Wires (Parts)		516.99
	413-091-2201	MAINTENANCE & REPAIR	Battery		301.69
	413-091-2201	MAINTENANCE & REPAIR	7% of Labor		236.78
	413-091-2201	MAINTENANCE & REPAIR	Test and Replace Battery		82.50
	413-091-2201	MAINTENANCE & REPAIR	Perform TuneUp		660.00
	413-091-2201	MAINTENANCE & REPAIR	Engine Oil, Oil Filter		66.74

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4464	NM APPARATUS LLC	08/06/2025	Regular	0.00	2,701.78	133964

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
2122	Invoice	08/04/2025	Rescue 14 - PM and Inspection	0.00	2,701.78
	416-083-2201	MAINTENANCE & REPAIR	Sales Tax		164.90
	416-083-2201	MAINTENANCE & REPAIR	T/S Check Engine Light		330.00
	416-083-2201	MAINTENANCE & REPAIR	T/S Inverter/Broken Plug/Radio/		1,897.50
	416-083-2201	MAINTENANCE & REPAIR	Rescue 14 - Preventive Mainten		165.00
	416-083-2201	MAINTENANCE & REPAIR	7% of Labor		144.38

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4464	NM APPARATUS LLC	08/06/2025	Regular	0.00	4,139.36	133965

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
2123	Invoice	08/04/2025	Brush 2-2 T/S and Repair Pump Leak	0.00	4,139.36
	406-091-2201	MAINTENANCE & REPAIR	Parts for Pump Service		62.83
	406-091-2201	MAINTENANCE & REPAIR	7% of Labor		98.18
	406-091-2201	MAINTENANCE & REPAIR	Brush 2-2 T/S and Repair Pump		1,402.50
	406-091-2201	MAINTENANCE & REPAIR	Preventive Maintenance and Ins		165.00
	406-091-2201	MAINTENANCE & REPAIR	Parts for Vehicle PM		1,993.21
	406-091-2201	MAINTENANCE & REPAIR	Preventive Maintenance and Ins		165.00
	406-091-2201	MAINTENANCE & REPAIR	Sales Tax		252.64

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4464	NM APPARATUS LLC	08/06/2025	Regular	0.00	3,641.60	133966

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
2124	Invoice	08/04/2025	Engine 5 - Coolant System Repair	0.00	3,641.60
	405-091-2201	MAINTENANCE & REPAIR	Sales Tax		222.26
	405-091-2201	MAINTENANCE & REPAIR	Engine 5 - T/S and Repair Coola		1,881.00
	405-091-2201	MAINTENANCE & REPAIR	Parts		1,406.67
	405-091-2201	MAINTENANCE & REPAIR	7% of Labor		131.67

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2015	PLATEAU	08/06/2025	Regular	0.00	127.48	133967

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
08.2025	Invoice	08/04/2025	Duran FD Internet & Wirless	0.00	127.48
	407-091-2207	TELECOMMUNICATIONS	August		127.48

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3859	PRUDENTIAL OVERALL SUPPLY	08/06/2025	Regular	0.00	315.28	133968

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
450766782	Invoice	08/04/2025	Quarterly Uniforms Road Crew	0.00	315.28
	402-060-2236	SUPPLIES - UNIFORMS	Quarterly Uniforms Road Crew		315.28

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5257	ROMERO, JOANNA	08/06/2025	Regular	0.00	449.50	133969

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		
2025 NM FINANC	Invoice	08/06/2025	TRAVEL TO RUIDOSO NM 2025 FINANCE	0.00	449.50	
	401-055-2205	TRAVEL - EMPLOYEES	TRAVEL TO RUIDOSO NM 2025 F	449.50		
3462	SAMBA HOLDINGS, INC.	08/06/2025	Regular	0.00	370.15	133970
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV01958256	Invoice	08/04/2025	Samba DL Check	0.00	370.15	
	401-014-2271	CONTRACT-OTHER SERVI	August	370.15		
VEN01156	SANCHEZ, JAVIER ERNESTO	08/06/2025	Regular	0.00	36.99	133971
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
317166	Invoice	08/04/2025	Water Pump for the Swamp Cooler at Fair	0.00	36.99	
	401-053-2215	MAINTENANCE & REPAIR	Water Pump for the Swamp Coo	36.99		
5426	SENERGY PETROLEUM, LLC	08/06/2025	Regular	0.00	9,404.60	133972
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
415173048	Invoice	08/04/2025	Bulk Fuel	0.00	9,404.60	
	402-060-2202	SUPPLIES - VEHICLE FUEL	Bulk Fuel	9,404.60		
5279	SANTA FE COUNTY	07/23/2025	Bank Draft	0.00	-1,746.00	DFT0001095
5279	SANTA FE COUNTY	07/23/2025	Bank Draft	0.00	-194.00	DFT0001103
5279	SANTA FE COUNTY	07/23/2025	Bank Draft	0.00	-3,960.00	DFT0001153
5279	SANTA FE COUNTY	07/23/2025	Bank Draft	0.00	-660.00	DFT0001198
5279	SANTA FE COUNTY	07/23/2025	Bank Draft	0.00	-3,520.00	DFT0001218
5380	VOYA HOLDINGS, INC.	07/17/2025	Bank Draft	0.00	2,871.90	DFT0001289
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005179	Invoice	07/17/2025	Voya	0.00	2,871.90	
	401-000-9001	Payroll Liabilities	Voya	2,871.90		
233	PUBLIC EMPLOYEES RETIREMENT	07/17/2025	Bank Draft	0.00	56,372.12	DFT0001290
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005181	Invoice	07/17/2025	PERA Retirement	0.00	56,372.12	
	401-000-9001	Payroll Liabilities	PERA Retirement	11,707.65		
	401-000-9001	Payroll Liabilities	PERA Retirement	29,948.93		
	401-000-9001	Payroll Liabilities	PERA PICKUP	10,828.52		
	401-000-9001	Payroll Liabilities	PERA PICKUP LAW	3,887.02		
448	NM TAXATION & REVENUE	07/17/2025	Bank Draft	0.00	7,496.73	DFT0001291
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005183	Invoice	07/17/2025	State Tax	0.00	7,496.73	
	401-000-9001	Payroll Liabilities	State Tax	7,496.73		
1656	INTERNAL REVENUE SERVICE	07/17/2025	Bank Draft	0.00	51,423.98	DFT0001292
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005184	Invoice	07/17/2025	Federal Tax	0.00	51,423.98	
	401-000-9001	Payroll Liabilities	Federal Tax	17,886.36		
	401-000-9001	Payroll Liabilities	FICA Tax	26,136.34		
	401-000-9001	Payroll Liabilities	Medicare Taxes	7,401.28		
233	PUBLIC EMPLOYEES RETIREMENT	07/17/2025	Bank Draft	0.00	-4,894.56	DFT0001295

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
CM0000217	Credit Memo	07/17/2025	PERA Retirement			0.00	-4,894.56	
	401-000-9001			Payroll Liabilities	PERA Retirement		-1,295.66	
	401-000-9001			Payroll Liabilities	PERA Retirement		-3,598.90	
1656	INTERNAL REVENUE SERVICE		07/17/2025	Bank Draft		0.00	-1,219.02	DFT0001297
CM0000218	Credit Memo	07/17/2025	Federal Tax			0.00	-1,219.02	
	401-000-9001			Payroll Liabilities	FICA Tax		-1,219.02	
448	NM TAXATION & REVENUE		07/17/2025	Bank Draft		0.00	179.89	DFT0001298
INV0005186	Invoice	07/17/2025	State Tax			0.00	179.89	
	401-000-9001			Payroll Liabilities	State Tax		179.89	
1656	INTERNAL REVENUE SERVICE		07/17/2025	Bank Draft		0.00	3,748.56	DFT0001299
INV0005187	Invoice	07/17/2025	Federal Tax			0.00	3,748.56	
	401-000-9001			Payroll Liabilities	Federal Tax		96.54	
	401-000-9001			Payroll Liabilities	FICA Tax		2,959.80	
	401-000-9001			Payroll Liabilities	Medicare Taxes		692.22	
448	NM TAXATION & REVENUE		07/17/2025	Bank Draft		0.00	1.97	DFT0001301
INV0005188	Invoice	07/17/2025	State Tax			0.00	1.97	
	401-000-9001			Payroll Liabilities	State Tax		1.97	
1656	INTERNAL REVENUE SERVICE		07/17/2025	Bank Draft		0.00	12.46	DFT0001302
INV0005189	Invoice	07/17/2025	Federal Tax			0.00	12.46	
	401-000-9001			Payroll Liabilities	Federal Tax		5.48	
	401-000-9001			Payroll Liabilities	Medicare Taxes		1.32	
	401-000-9001			Payroll Liabilities	FICA Tax		5.66	
448	NM TAXATION & REVENUE		07/23/2025	Bank Draft		0.00	7.62	DFT0001310
INV0005190	Invoice	07/23/2025	State Tax			0.00	7.62	
	401-000-9001			Payroll Liabilities	State Tax		7.62	
1656	INTERNAL REVENUE SERVICE		07/23/2025	Bank Draft		0.00	202.88	DFT0001311
INV0005191	Invoice	07/23/2025	Federal Tax			0.00	202.88	
	401-000-9001			Payroll Liabilities	FICA Tax		164.42	
	401-000-9001			Payroll Liabilities	Medicare Taxes		38.46	
448	NM TAXATION & REVENUE		07/17/2025	Bank Draft		0.00	5.62	DFT0001314
INV0005193	Invoice	07/17/2025	State Tax			0.00	5.62	
	401-000-9001			Payroll Liabilities	State Tax		5.62	
1656	INTERNAL REVENUE SERVICE		07/17/2025	Bank Draft		0.00	28.91	DFT0001315

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		
INV0005194	Invoice	07/17/2025	Federal Tax	0.00	28.91	
	401-000-9001	Payroll Liabilities	Federal Tax	25.57		
	401-000-9001	Payroll Liabilities	Medicare Taxes	3.34		
1656	INTERNAL REVENUE SERVICE	07/24/2025	Bank Draft	0.00	22.18	DFT0001316
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005195	Invoice	07/24/2025	Federal Tax	0.00	22.18	
	401-000-9001	Payroll Liabilities	FICA Tax	17.98		
	401-000-9001	Payroll Liabilities	Medicare Taxes	4.20		
448	NM TAXATION & REVENUE	07/24/2025	Bank Draft	0.00	3.38	DFT0001317
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005196	Invoice	07/24/2025	State Tax	0.00	3.38	
	401-000-9001	Payroll Liabilities	State Tax	3.38		
1656	INTERNAL REVENUE SERVICE	07/24/2025	Bank Draft	0.00	1,449.76	DFT0001318
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005197	Invoice	07/24/2025	Federal Tax	0.00	1,449.76	
	401-000-9001	Payroll Liabilities	FICA Tax	1,174.90		
	401-000-9001	Payroll Liabilities	Medicare Taxes	274.86		
233	PUBLIC EMPLOYEES RETIREMENT	07/31/2025	Bank Draft	0.00	66,630.12	DFT0001320
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005204	Invoice	07/31/2025	PERA Retirement	0.00	66,630.12	
	401-000-9001	Payroll Liabilities	PERA Retirement	14,901.74		
	401-000-9001	Payroll Liabilities	PERA Retirement	32,717.57		
	401-000-9001	Payroll Liabilities	PERA PICKUP	13,442.02		
	401-000-9001	Payroll Liabilities	PERA PICKUP LAW	5,568.79		
448	NM TAXATION & REVENUE	07/31/2025	Bank Draft	0.00	9,291.36	DFT0001321
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005206	Invoice	07/31/2025	State Tax	0.00	9,291.36	
	401-000-9001	Payroll Liabilities	State Tax	9,291.36		
1656	INTERNAL REVENUE SERVICE	07/31/2025	Bank Draft	0.00	62,250.73	DFT0001322
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005207	Invoice	07/31/2025	Federal Tax	0.00	62,250.73	
	401-000-9001	Payroll Liabilities	Federal Tax	25,042.25		
	401-000-9001	Payroll Liabilities	FICA Tax	28,439.64		
	401-000-9001	Payroll Liabilities	Medicare Taxes	8,768.84		
233	PUBLIC EMPLOYEES RETIREMENT	07/31/2025	Bank Draft	0.00	224.73	DFT0001323
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005209	Invoice	07/31/2025	PERA Retirement	0.00	224.73	
	401-000-9001	Payroll Liabilities	PERA Retirement	163.60		
	401-000-9001	Payroll Liabilities	PERA PICKUP LAW	61.13		
448	NM TAXATION & REVENUE	07/31/2025	Bank Draft	0.00	27.95	DFT0001324

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		
INV0005210	Invoice	07/31/2025	State Tax	0.00	27.95	
	401-000-9001	Payroll Liabilities	State Tax	27.95		
1656	INTERNAL REVENUE SERVICE	07/31/2025	Bank Draft	0.00	122.49	DFT0001325
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005211	Invoice	07/31/2025	Federal Tax	0.00	122.49	
	401-000-9001	Payroll Liabilities	Medicare Taxes	17.08		
	401-000-9001	Payroll Liabilities	Federal Tax	105.41		
448	NM TAXATION & REVENUE	07/29/2025	Bank Draft	0.00	6.37	DFT0001326
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005212	Invoice	07/29/2025	State Tax	0.00	6.37	
	401-000-9001	Payroll Liabilities	State Tax	6.37		
1656	INTERNAL REVENUE SERVICE	07/29/2025	Bank Draft	0.00	132.37	DFT0001327
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005213	Invoice	07/29/2025	Federal Tax	0.00	132.37	
	401-000-9001	Payroll Liabilities	FICA Tax	105.40		
	401-000-9001	Payroll Liabilities	Federal Tax	2.31		
	401-000-9001	Payroll Liabilities	Medicare Taxes	24.66		
448	NM TAXATION & REVENUE	07/31/2025	Bank Draft	0.00	142.76	DFT0001328
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005216	Invoice	07/31/2025	State Tax	0.00	142.76	
	401-000-9001	Payroll Liabilities	State Tax	142.76		
1656	INTERNAL REVENUE SERVICE	07/31/2025	Bank Draft	0.00	3,154.98	DFT0001329
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005217	Invoice	07/31/2025	Federal Tax	0.00	3,154.98	
	401-000-9001	Payroll Liabilities	Federal Tax	96.54		
	401-000-9001	Payroll Liabilities	FICA Tax	2,478.74		
	401-000-9001	Payroll Liabilities	Medicare Taxes	579.70		

Bank Code Main Checking Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	153	139	0.00	295,973.57
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-17,720.94
Bank Drafts	27	32	0.00	249,618.24
EFT's	8	8	0.00	113,630.90
	188	**185**	**0.00**	**641,501.77**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	153	139	0.00	295,973.57
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-17,720.94
Bank Drafts	27	32	0.00	249,618.24
EFT's	8	8	0.00	113,630.90
	188	**185**	**0.00**	**641,501.77**

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	7/2025	484,280.70
999	Pooled Cash	8/2025	157,221.07
			641,501.77

TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 11



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 A

TORRANCE COUNTY
RESOLUTION NO. 2025 - _____

A RESOLUTION REPEALING AND REPLACING RESOLUTION 2025-05 AND ADOPTING THE TORRANCE COUNTY INVESTMENT AND DEPOSIT POLICY

WHEREAS, Section 6-10-8 of the Public Money Act NMSA 1978 states that Boards of County Commissioners in each County within the State of New Mexico shall constitute a County Board of Finance, and as such, subject to the limitations of the Act, the County Board of Finance shall provide supervision over the determination for the qualifications and selection of banks, savings and loan associations, and credit unions which receive public monies; and

WHEREAS, on August 14, 2019, the Board of County Commissioners of Torrance County ("BCC") approved Resolution No. 2019-46, adopting the Torrance County Investment Policy ("Investment Policy"); and

WHEREAS, the Investment Policy establishes the authority of the BCC, acting in its capacity as the County Board of Finance, to set policy for the management of all County investments and to ensure that such policy is carried out; and

WHEREAS, on January 22, 2025, the Board of County Commissions of Torrance County adopted Resolution No. 2025-05, amending the Investment Policy to reestablish the membership of the Torrance County Investment Committee ("Investment Committee"); and

WHEREAS, the Investment Committee met of June 24, 2025, to evaluate the County's current Investment Policy; and

WHEREAS, the Investment Committee in conjunction with the County's Financial Advisor have recommended a revised Investment Policy for Torrance County to further protect public funds, to invest and deposit public funds in a manner that ensures safety and maximizes investment income, and to establish a clear understanding between the County and any portfolio manager, financial institution and/or investment advisory utilized by the County.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, the governing body of the County of Torrance, New Mexico, pursuant to the provisions of the

Public Money Act, that the Board hereby repeals and replaces Resolution No. 2025-05 and adopts Exhibit A to this Resolution as the Torrance County Investment and Deposit Policy.

PASSED, APPROVED, AND ADOPTED THIS ___ DAY OF _____, 2025.

BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:

_____
Ryan Schwebach, Chair, District 2

_____
Kevin McCall, Vice Chair, District 1

_____
Linda Jaramillo, Member, District 3

ATTEST:

_____ _____
Sylvia Chavez, Torrance County Clerk Date

APPROVED AS TO FORM:

_____
Michael Garcia, Torrance County Attorney

EXHIBIT A

REVISED INVESTMENT AND DEPOSIT POLICY OF TORRANCE COUNTY

Effective August 13, 2025

INTRODUCTION:

This Investment and Deposit Policy ("Policy') applies to all financial assets of Torrance County, New Mexico ("County") including, but not limited to, the assets of the County's:

General Funds
Special Revenue and PILOT Funds
Capital Projects Funds
Bond and Loan Proceeds
Debt Service and Debt Service Reserve Funds

1) SCOPE OF POLICY:

The goal of this Policy is to protect public funds and to invest and deposit County funds in a manner that insures the safety of the investment, that provides for adequate liquidity and proper maturities and that maximizes investment income after providing for safety and liquidity. It also serves to establish a clear understanding between the County and any portfolio manager, financial institution and/or investment advisor utilized by the County as to the guidelines, limitations and directions that the County has determined appropriate for accounts under its purview.

It is the policy of the County to be fully invested (100% of available cash, less float and compensating balances) at all times. The County will use projected

monthly cash receipts and outlays as a tool for maximizing available cash for investment purposes.

2) **OBJECTIVE:** The primary objectives, in priority order, of the County's investment and deposit activities shall be:

SAFETY: Safety of principal is the foremost objective of the investment and deposit program. Investments and deposits of the County shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual investments and deposits do not exceed the income generated from the remainder of the portfolio.

LIQUIDITY: The County's investment and deposit portfolios will remain sufficiently liquid to enable the County to meet all operating requirements which might be reasonably anticipated. Future use of funds shall be criteria in determining maturities for any investment or deposit.

RETURN ON INVESTMENTS AND DEPOSITS: The County's investment and deposit portfolios shall be designed with the objective of attaining at least a market rate of return throughout budgetary and economic cycles, taking into account the County's risk constraints and the cash flow characteristics of the portfolios.

3) **DELEGATION OF AUTHORITY:**

The Board of County Commissioners ("Board"), acting in its capacity as the County Board of Finance ("BOF") pursuant to §6-10-8, NMSA 2018, shall have authority to set policy for management of all County investments and deposits and ensure that such Policy is carried out.

The County Treasurer ("Treasurer"), with the advice and consent of the BOF charged with the supervision and control of the respective funds, has ultimate authority over the investment and deposit of public funds as outlined in the Policy. The Treasurer shall be responsible for all investment and deposit transactions and shall implement and maintain the system of controls outlined in the Policy in order to regulate investment and deposit activities pursuant to §4-38-1 and § 6-10-10-F NMSA 2018. The Treasurer shall designate in writing an employee of the Treasurer's office to act on the Treasurer's behalf in the absence of the Treasurer.

4) **PRUDENT PERSON RULE:**

The prudence which is to be used by the Treasurer investing and depositing County funds shall be used in accordance with the provisions of §6-8-10, NMSA 2018 which states "Investments shall be made with judgement and care; under circumstances then prevailing, which persons of prudence, discretion and

intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived."

5) ETHICS AND CONFLICT OF INTEREST:

All BOF members, the County Manager and the Treasurer shall refrain from personal business activity that could conflict with the proper execution of the County's investment and deposit program or which could affect or impair their ability to make impartial investment and deposit decisions on behalf of the County (§6-10-40 and 6-10-53 NMSA 2018) and the New Mexico Constitution Article VII, Section 4.

6) CASH MANAGEMENT:

The Board, County Manager, County Finance Director and the Treasurer's Office shall jointly prepare and maintain an ongoing cash management program. This program will involve the preparation of a regular report that includes projections for cash receipts (revenues), cash disbursements (expenditures) and interest earned or estimated to be earned on overnight investments and deposits. The Board shall notify the Treasurer on a regular basis of County expenditures and of any large expenditures anticipated so that cash liquidity can be planned according to the cash management report and County expenditures. The Treasurer shall take into consideration these projected cash needs of the County when setting investment and deposit maturity dates. It shall be the duty of the Treasurer to provide adequate security for funds received, receipt and disbursement reports and accounting of all cash and cash management activities.

7) BANKS SELECTION:

Public money may be deposited by the Treasurer, with the advice and consent of the BOF charged with the supervision and control of the respective funds, with banks, savings banks and credit unions having their main or manned branch offices within the geographical boundaries of the County or as otherwise located that benefits the County, which have qualified as public depositories by reason of insurance of the account by an agency of the United States such as the Federal Deposit Insurance Corporation ("FDIC") or National Credit Union Share Insurance Fund ("NCUSIF"), or by depositing collateral security of United States Treasury or agency securities as provided herein, letters of credit from the Federal Home Loan Bank or by giving bonds as provided by law (Section 6-10-36C, NMSA 1978).

8) MINIMUM INTEREST RATE:

The interest rate to be paid on time deposits shall not be less than the rate of interest on United States treasury bills or notes of the same maturity on the day of deposit (§6-10-36E, NMSA, 2018). Additionally, the County will diversify the use of investment and deposit instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.

9) COLLATERALIZATION:

The following guidelines shall be utilized to ascertain the level of collateral required from each financial institution on deposits on amounts greater than federal insurance such as FDIC or NCUSIF coverage. These ratios are in agreement with those set by the State Board of Finance for the State of New Mexico. The County reserves the right to set the level of collateral required based on criteria other than the ratios below. Written justification for the variance shall be kept on file in the Treasurer's office.

Should the institution's ratios result in a different collateral requirement for any of the ratios, the higher collateral level will be required.

Determination of the collateral level must be determined every six months, in April and October, if the County chooses to reduce the collateral requirement to under 102%. Each financial institution shall submit a current Statement of Financial Condition and a completed Risk Assessment Ratio Form to the Treasurer.

Ratios	50%	75%	102%
Primary Capital Assets	Above 6.0%	5.0% - 6.0%	Less than 5.0%
Net Operating Income / Total Average Assets	Above .60%	.51% - .61%	Less than .51%
Non-Performing Loans / Primary Capital	Under 35.0%	35.0% - 49.9%	Above 49.9%

Should the financial institution use a payment or performance bond, if provided by law, then the amount of collateralization shall be equal to the amount of the principal and accrued interest not otherwise covered by federal insurance. The maturity of deposits so collateralized shall be for the lesser of the term of the deposit or time for cancellation of such payment or performance bond.

All banks, savings banks and credit unions in which the County's funds in excess of federal insurance amounts are deposited will be required to enter into a Collateral Security Agreement which shall be mutually agreed upon by the Treasurer and the financial institution. (§6-10-18a NMSA 2018).

10) INVESTMENTS AND DEPOSITS:

All sinking funds or money remaining unexpended from the proceeds of any issue of bonds or negotiable securities which by law are entrusted to the care and custody of the Treasurer, and all money not immediately necessary for public use, may be invested in securities or deposited in interest bearing deposits with banks, savings banks and credit unions within the geographical boundaries of the County. All funds available for time deposit with local banks, savings banks and credit unions must be equitably distributed according to the net worth of each institution in accordance with §6-10- 36 NMSA 2018. For purposes of calculation, the County shall use the total deposits as reported to federal agencies by the local banks, savings banks and credit unions as of March 31 of each calendar year.

If any bank, savings bank or credit union within the geographical boundaries of the County declines to accept any part of their pro-rata share of County funds, a written notice of such shall be obtained by the Treasurer. The Treasurer, in consultation with the Investment Committee, may allow any bank declining to receive distribution of future funds at the Treasurer's discretion.

The funds that are declined shall be considered excess, as well as funds subject to the New Mexico Constitution Article VIII, Section 4 and may be invested and deposited in those financial instruments authorized by the laws of the State of New Mexico, including the following approved investments and deposits:

A. Certificates of Deposits with federal or state-chartered banks, savings banks or credit unions, to be collateralized by United States Treasury or agency securities whose daily closing price ("mark-to- market") is equal to or greater than that portion of the Certificate of Deposit and interest thereon and/or Municipal Bonds issued by New Mexico entities at par, for those amounts that the FDIC or NCUSIF does not insure;

B. Shares of a diversified investment company registered pursuant to the federal Investment Company Act of 1940 that invests in fixed-income securities or debt instruments that passively match or track the components of a broad-market, fixed-income-securities market index; provided that the investment company or manager has total assets under management of at least one hundred million dollars ($100,000,000) and provided that the BOF of the county or municipality may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments; is registered with the United States securities and exchange commission; complies with the diversification, quality and maturity requirements of Rule 2a-7, or any successor rule, of the United States securities and exchange commission applicable to money market mutual funds; and assesses no fees pursuant to Rule 12b-1, or any successor rule, of the United States securities and exchange commission, no sales load on the purchase of shares and no contingent deferred sales charge or other similar charges, however designated, provided that the County shall not, at any time, own more than five percent of a money market mutual fund's assets.

C. Bonds or negotiable securities of the United States, the state or a county, municipality or school district that has a taxable valuation of real property for the last preceding year of at least one million dollars ($1,000,000) and that has not defaulted in the payment of any interest or sinking fund obligation or failed to meet any bonds at maturity at any time within five years last preceding and that have a maturity date that does not exceed ten years from the date of purchase;

D. Short term investments with the Local Government Investment Pool as per §6- 1 0- 1.1 NMSA 2018. Also see §6-1 0-1 0 and 6-10-44, NMSA 2018;

E. Securities that are issued and backed by the full faith and credit of the United States government or issued by its agencies or instrumentalities, including securities issued by federal home loan banks, the federal home loan mortgage corporation, the federal national mortgage association, the federal farm credit banks funding corporation, the federal agricultural mortgage corporation or the government national mortgage association and that have a maturity date that does not exceed ten years from the date of purchase; or "United States government sponsored enterprises" includes federal home loan banks, the federal home loan mortgage corporation, the federal national mortgage association, the federal farm credit banks funding corporation, the federal agricultural mortgage corporation and the government national mortgage association;

F. Contracts with banks, savings banks or credit unions for the present purchase and resale at a specified time in the future of specific securities at specified prices at a price differential representing the interest income to be earned by the investor. The contract shall be fully secured by obligations of the United States or the securities of its agencies, instrumentalities or United States government sponsored enterprises having a market value of at least one hundred two percent (102%) of the contract. The collateral required for investment in the contracts provided for in this subsection shall be shown on the books of the financial institution as being the property of the investor and the designation shall be contemporaneous with the investment (§ 6.10.10.H NMSA 2018); brokered certificates of deposit, certificate of deposit account placement services and federally insured cash accounts.

All investments set forth in A-F above must have readily ascertainable market value and be easily marketable.

In the event that any State Statutes are legally changed or modified to allow other securities or financial instruments as appropriate for investment and deposit by the County then this Policy may be amended to include those securities or financial instruments as appropriate with the approval of the BOF.

11) SCHEDULING OF INVESTMENT AND DEPOSIT MATURITIES:

Investment and deposit maturities shall be scheduled to coincide with projected cash flow needs, taking into account expenditures (payroll, debt-retirement payments, Capital Improvements Program disbursements, etc.) as well as considering anticipated revenue (property taxes, payment in lieu of taxes, etc.) utilizing the Cash Management program developed by the Treasurer, with the advice and consent of the BOF. The Treasurer shall provide the BOF with current schedules on a quarterly basis for their review and approval.

12) SECURITIES INVESTMENT SELECTION CRITERIA AND ASSET ALLOCATION:

A. Cash and cash equivalents may include Treasury bills, notes or bonds, certificates of deposit due within twelve (12) months, and money market funds that invest in securities of the U.S. Government and its agencies. The purpose of these funds is to provide income, liquidity and preservation of the funds' principal value.

B. The maximum maturity or duration of the securities purchased for an account shall not be greater than ten (10) years. The maximum maturity or duration of time deposits for an account shall not be greater than three (3) years. The Treasurer may require any portfolio to have a lower maturity or duration.

C. The maturity schedule of the securities and deposit portfolios must take into account and reflect future cash needs and the goal of maximizing investment returns after providing for safety and liquidity.

D. The weighted duration of the securities portfolios should not exceed three (3) years unless there is prior review by the Treasurer. Duration is defined as the weighted average time to full recovery of principal and interest payments. Duration provides a summary statistic of the average maturity of the portfolio. Second, it is an essential tool in immunizing a portfolio from interest rate risk. Finally, duration can be used to estimate the interest rate sensitivity of a portfolio. For example, if the portfolio has a duration of five (5) years, and if yields decline by one percent, the portfolio market value could rise in value by approximately five (5) percent. In the case of Mortgage-Backed Securities, (MBS) the average life of the MBS pools should not exceed seven (7) years.

E. The Treasurer shall give a verbal and written report at least quarterly to the BOF regarding the current investment selection criteria and asset allocation.

15) DIVERSIFICATION

The County will diversify their investments and deposits by security type and institution. The County will diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.

16)SAFEKEEPING OF SECURITIES:

All investment securities owned by the County or held as collateral under this Policy shall be held in third-party safekeeping by an institution acceptable to the County. The safekeeping institution shall issue a safekeeping receipt or other evidence (i.e. book entry notice) to the County listing the specific instrument, rate, amount, maturity date, instrument number, term and other pertinent information. Any financial institution holding securities for the benefit of the County shall be required to provide insurance sufficient to cover 100% said securities in the event that the financial institution fails financially and is unable to meet obligations to securities clients. Insurance such as Securities Investor Protection Corporation (SIPC) and private insurance shall be acceptable. The Treasurer shall prepare and provide the BOF the Safekeeping Report at least quarterly.

17)INTERNAL CONTROLS:

The Treasurer shall document and maintain a system of internal controls for the making of deposits and investments of County funds. The internal controls and compliance thereof shall be reviewed by independent auditors on an annual basis. The Treasurer shall review the systems of controls at least quarterly to ensure such controls are effective and that the County is complying with such controls.

18)INTERNAL REPORTS:

The Investment Report shall be compiled by the Treasurer monthly and published along with the Treasurer's Monthly Financial Statement. The Treasurer shall have daily access to reports from safekeeping institutions showing daily mark-to-market valuations of investments and deposits in local banks, savings banks and credit unions.

19)PERFORMANCE STANDARDS:

The investment portfolios shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

Market Yield (Benchmark): The investment strategy of the County is active. Given this strategy, the basis used by the BOF to determine whether market returns are being achieved shall be the Barclay's Intermediate Term Government Index or other appropriate indices as designated by the BOF.

20)SECURITIES COMMUNICATIONS AND REPORTS:

Any investment advisor and/or professional fund manager actively doing business with the County must submit to the Treasurer, County Manager and

Finance Director on, but not less than, both a quarterly, and fiscal annual basis, investment reports showing total amount invested, cost basis and market value of each security, amount invested in each type of security, maturity schedule of the portfolio, yield and cash flow analysis of the portfolio, and the time weighted return for each reporting period. They shall also submit or cause to be submitted by a third-party custodian, within seven (7) business days at the end of each month, a report showing account balances, transactions, market valuations and similar information. Any transaction that occurred during the reporting period should be shown as well as any realized gains or losses. All exhibits and written material that will be used for presentation to the Treasurer and BOF shall be submitted to and received by the Treasurer at least five (5) business days prior to any meetings with the BOF, unless otherwise approved in writing or unless waived in writing by the Treasurer.

21)INVESTMENT ADVISOR:

The County may retain an Investment advisor under a contract approved by the Board, if said advisor: (i.) is licensed to perform such services in the State of New Mexico, is a Registered Investment Advisor ("RIA") or Investment Advisor Representative of an RIA, (ii.) has had at least seven years experience in managing and/or advising investments approved herein for other governments and fiduciary institutions, (iii.) has liability and fiduciary insurance coverage, (iv.) agrees to the communications requirements herein; (v.) agrees to advise the County in writing of any significant changes in the investment philosophy, management style, ownership, organizational structure financial condition or senior personnel staffing of the firm or manager assigned to the County within 30 days of each change; (vi.) does not have a proprietary interest in any professional fund manager utilized by the County. (vii.) is compensated only on a fee (agent only) basis and does not receive commissions, mark-ups or other compensation on securities purchased for the County; (viii.) agrees to meet personally with the Treasurer and the BOF at least quarterly; and (ix) agrees to be bound by the dictates of this Policy. Such meetings shall address the investment advisor's views on developments within the national/local economies, the securities and interest rate markets and the potential affects of these developments on investment and deposit strategy, portfolio maturities, potential amendments to this Policy and other fiscal matters. The investment advisor's performance shall be evaluated based on the lessor of a 3-5 year time period or a complete market cycle. A copy of this Policy shall be given to the investment advisor by the County.

22)PROFESSIONAL FUND MANAGER:

The Treasurer, with advice and consent of the BOF, may retain one or more professional fund manager(s), under a contract or other agreement approved by the Board, if said manager: (i.) is licensed to perform such services in the State of New Mexico and as an RIA under the Investment Advisor's Act of 1940, as

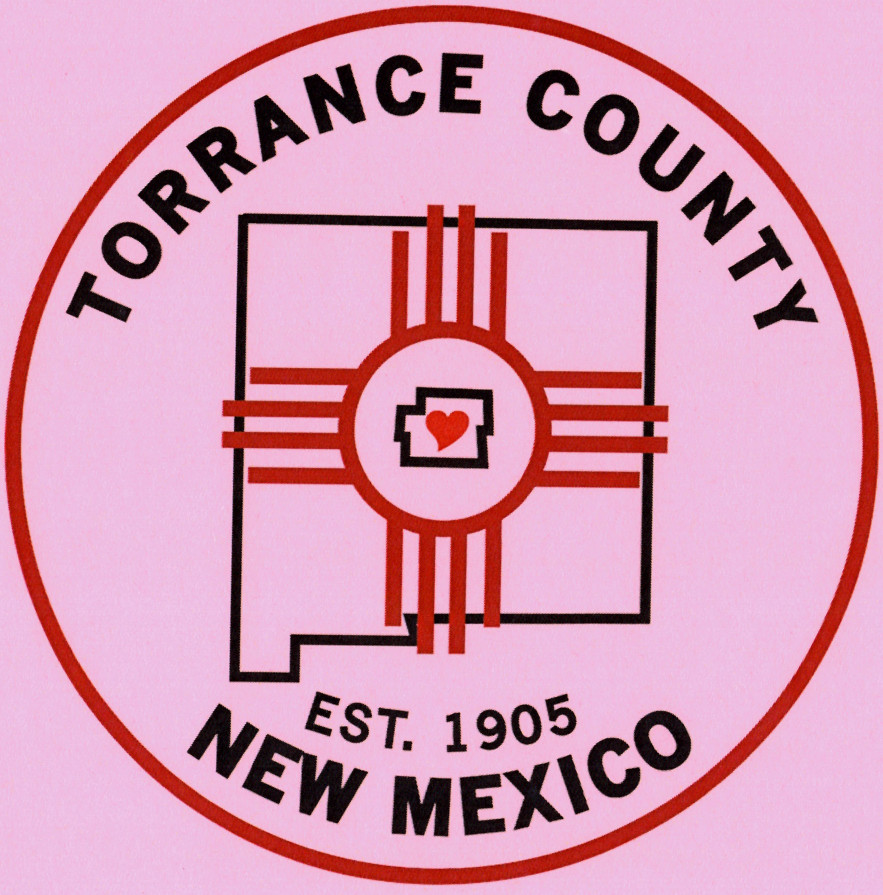
amended, (ii.) has had at least seven years experience in managing investments approved herein for other governments and fiduciary institutions and has at least $1,000,000,000 under management for investment disciplines similar to this Policy; (iii.) has liability and fiduciary insurance coverage, (iv.) agrees to the communications requirements herein; (v.) agrees to advise the County in writing of any significant changes in the investment philosophy, management style, ownership, organizational structure, financial condition or senior personnel staffing of the fund manager or manager assigned to the County within 30 days of each change; (vi.) is compensated only on a fee (agent only) basis and does not receive commissions, mark-ups or other compensation on securities purchased for the County; (vii.) agrees to meet personally with the Commission at least annually; and (ix) agrees to be bound by the dictates of this Policy. Such meetings shall address the professional fund manager's views on developments within the national economies, the securities and interest rate markets and the potential effects of these developments on investment strategy, portfolio maturities and other fiscal matters. Manager's rate of return shall be measured against their peer and passive indices and their performance shall be evaluated based on the lesser of a 3–5-year time period or a complete market cycle. A copy of this Policy shall be given to the professional fund manager hired by the County

23)INVESTMENT COMMITTEE:

There is hereby established an Investment Committee ("Investment Committee") comprised of the Treasurer (as Chair), County Manager, County Finance Director, the Chief Deputy County Treasurer and one (1) member of the public ("Community Member") who shall be appointed by the Board. The County Attorney shall also be considered an ex-officio member of the Investment Committee. The Board shall determine the minimum qualifying criteria for the Community Members and establish the provisions for appointment, reappointment and replacement. The Investment Committee shall make recommendations regarding amendments to this Policy and related matters to the Treasurer for approval (§ 6.10.10.E NMSA 2018). Meetings shall be determined by the Chair of the Committee.

24AMENDMENTS:

This Policy may be revised and/or amended by the BOF, as appropriate, but shall be reviewed no less than every two (2) years. It shall be the obligation of the Treasurer to bring such amendments, if any, to the BOF and obtain the approval of their majority before such changes and amendments take effect.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 B

TORRANCE COUNTY
RESOLUTION NO. 2025 - _____

A RESOLUTION APPROVING PARTICIPATION IN PUBLIC EMPLOYEES RETIREMENT ASSOCIATION MUNICIPAL FIRE MEMBER COVERAGE PLAN 3

WHEREAS, the Public Employees Retirement Act, NMSA 2024, Sections 10-11-1, et seq. (2024), establishes the Public Employees Retirement Association and authorizes Municipal Fire Member Coverage Plan 3 (Section 10-11-98 through Section 10-11-103, NMSA 2024) which provides a plan for retirement of Municipal Fire members who were members as of June 30, 2013, at two and one-half percent (2.5%) pension factor per year of service which would then provide for fifty percent (50%) of final average salary at 20 years of service with a maximum of one hundred percent (100%) of final average salary at 40 years of service. For members who were members on or after July 1, 2013, the plan provides for retirement of Municipal Fire members at two percent (2.0%) pension factor per year of service which would then provide fifty percent (50%) at 25 years of service with a maximum of one hundred percent (100%) of final average salary at 50 years of service. Under this plan the municipal employer contributes twenty-two and four-tenths percent (23.90%) to the employer accumulation retirement fund and the member contributes thirteen percent (13.00%) of each member's salary; and

WHEREAS, the Torrance County has determined that adoption of PERA Municipal Fire Member Coverage Plan 3 is in the best interest of the Torrance County and of its municipal Fire service members and that necessary budget changes should be made to implement such plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:

That PERA Municipal Fire Member Coverage Plan 3 be and the same hereby is, adopted as the retirement plan for the Torrance County Municipal Fire members and that the Torrance County as municipal employer shall contribute twenty-three and nine-tenths percent (23.90%) of the members' salary to the state retirement fund pursuant to Section 10-11-73, NMSA 2024 to be effective with the first pay period in September of 2025; and

That the County Manager be, and hereby is, authorized to sign such documents and take such further action as may be necessary to implement this resolution.

PASSED, APPROVED, AND ADOPTED THIS ___ DAY OF _____, 2025.

BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:

_____
Ryan Schwebach, Chair, District 2

_____
Kevin McCall, Vice Chair, District 1

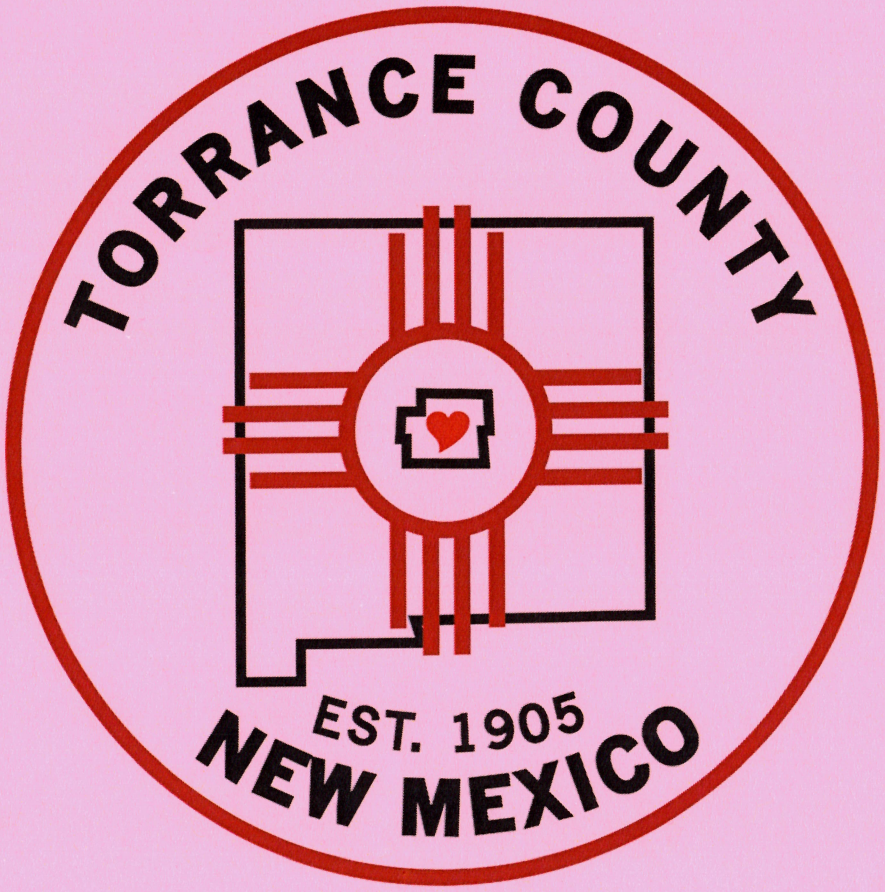
_____
Linda Jaramillo, Member, District 3

ATTEST:

_____ _____
Sylvia Chavez, Torrance County Clerk Date

APPROVED AS TO FORM:

_____
Michael Garcia, Torrance County Attorney



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 C

TORRANCE COUNTY
RESOLUTION NO. 2025 - _____

A RESOLUTION REPEALING AND RESTATING RESOLUTION NO. 2025-20, AUTHORIZING A 56.25% PICK-UP OF PUBLIC EMPLOYEES RETIREMENT ASSOCIATION MEMBER CONTRIBUTIONS FOR CURRENT PLANS

WHEREAS, NMSA 1978, Section 10-11-5, authorizes affiliated public employers to be responsible for making contributions of up to seventy-five percent of its employees' member contributions to the Public Employees Retirement Association (PERA) under certain conditions; and

WHEREAS, the Board of County Commissioners of Torrance County (BCC) is adopting this resolution to enhance the compensation package for current and future employees to assist with retention and recruitment; and

WHEREAS, on May 23, 2025, the BCC adopted Resolution No. 2025-20, which authorized a 56.25% pick up of PERA Retirement Association Member Contributions for its municipal, police and firefighter employees covered under the PERA Municipal Coverage Plan 2 and PERA Police Coverage Plan 5; and

WHEREAS, on June 25, 2025, the BCC executed a Collective Bargaining Agreement (CBA) with the Professional Firefighters Association of Torrance County, Local 5441; and

WHEREAS, the CBA authorized the adoption of a PERA Municipal Fire Member Coverage Plan 3 for qualified members; and

WHEREAS, the BCC wishes to repeal and restate Resolution No. 2025-20, to identify all current employee member plans, including the PERA Municipal Fire Member Coverage Plan 3, and to authorize a fifty-six and one quarter percent (56.25%) pick up of PERA Retirement Association Member Contributions for its municipal, police and firefighter employees covered under the PERA Municipal Coverage Plan 2, PERA Police Coverage Plan 5 and PERA Municipal Fire Member Coverage Plan 3; and

WHEREAS, pursuant to NMSA 1978, Section 10-11-5, this Resolution is irrevocable (subject to the exceptions set forth in Section 10-11-5) and shall apply to all Torrance County employees within the PERA Municipal Fire Member Coverage Plan 3.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:

Pursuant to NMSA 1978, Section 10-11-5, the County hereby elects to be responsible for making contributions of fifty-six and one-quarter percent (56.25%) of employees' member contributions to the Public Employees Retirement Association for its firefighter employees under the PERA Municipal Coverage Plan 2, PERA Police Coverage Plan 5 and PERA Municipal Fire Member Coverage Plan 3 effective immediately upon the date of adoption of this resolution.

PASSED, APPROVED, AND ADOPTED THIS ___ DAY OF _____, 2025.

BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:

_____
Ryan Schwebach, Chair, District 2

_____
Kevin McCall, Vice Chair, District 1

_____
Linda Jaramillo, Member, District 3

ATTEST:

_____ _____
Sylvia Chavez, Torrance County Clerk Date

APPROVED AS TO FORM:

_____
Michael Garcia, Torrance County Attorney



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 D

TORRANCE COUNTY
RESOLUTION NO. 2025 - _____

A RESOLUTION APPROVING PARTICIPATION IN THE LOCAL GOVERNEMENT ROAD FUND PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORATION FOR DORTHEA ROAD (CONTROL NUMBER HW2L500614)

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 $109,188 to be funded in proportional shares by the parties as follows:

New Mexico Department of Transportation's share shall by 75% or $81,891,

Torrance County's proportional matching share shall be 25% or $27,297,

Torrance County Shall pay all costs that exceed the total project budget of $109,188; 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, 2026, 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:

*Dorthea Road: *from HWY 41 proceed west .5 tenths of a mile to Mi Ranchito Road then north .5 miles to Dorthea Road start of project, proceed west 1 mile to end of project*

1 Mile Total

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Torrance County that this Cooperative Agreement Project SB, control number HW2LS00614 with the New Mexico Department of Transportation for LGRF Project for years 2025-2026, is hereby approved.

PASSED, APPROVED, AND ADOPTED THIS ___ DAY OF _____, 2025.

BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:

_____
Ryan Schwebach, Chair, District 2

_____
Kevin McCall, Vice Chair, District 1

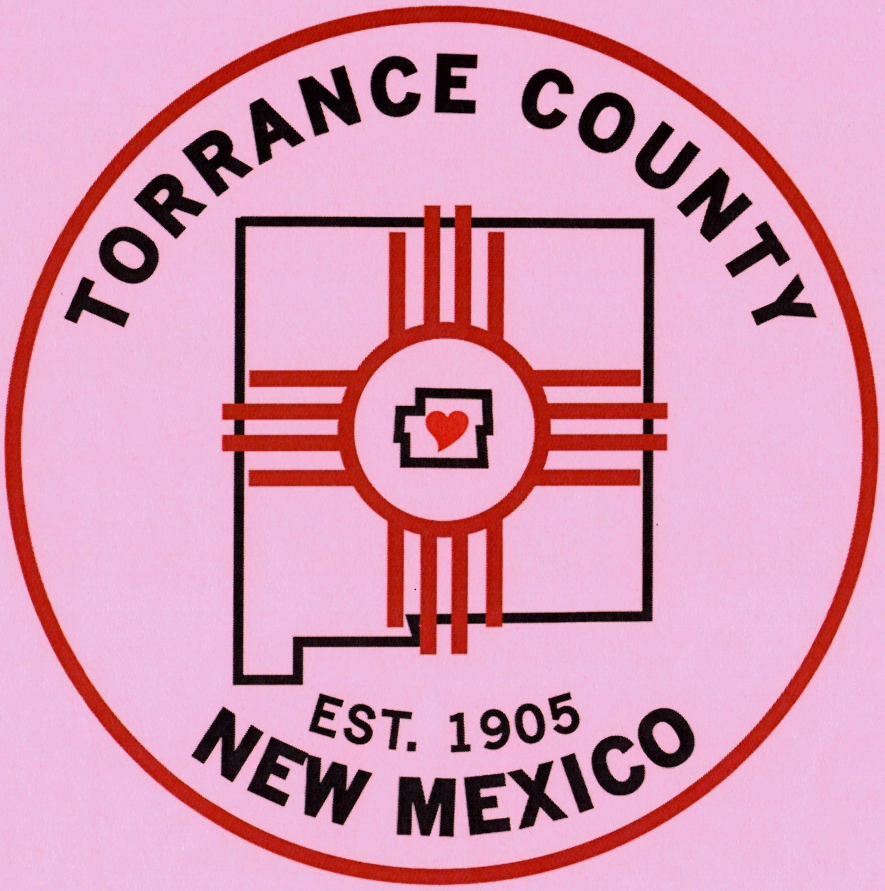
_____
Linda Jaramillo, Member, District 3

ATTEST:

_____ _____
Sylvia Chavez, Torrance County Clerk Date

APPROVED AS TO FORM:

_____
Michael Garcia, Torrance County Attorney



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 E

TORRANCE COUNTY
RESOLUTION NO. 2025 - _____

A RESOLUTION APPROVING PARTICIPATION IN THE LOCAL GOVERNEMENT ROAD FUND PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORATION FOR CLUBHOUSE ROAD, SKYLINE ROAD AND COUNTY ROAD A102 (CONTROL NUMBER HW2L500636)

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 $146,717 to be funded in proportional shares by the parties as follows:

New Mexico Department of Transportation's share shall by 75% or $110,038,
Torrance County's proportional matching share shall be 25% or $36,679,
Torrance County Shall pay all costs that exceed the total project budget of $146,717; 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, 2026, 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:

Clubhouse Road: *from HWY 41 proceed west .1 tenth of a mile to A076 Road then, Clubhouse Road, start of project, proceed for 1 mile to end of project*

Skyline Road: * from Old HWY 66 proceed south on Skyline Road for 2 miles to Start of project, proceed 1 mile to end of project*

A102 Road: * from Old HWY 66 proceed south on Edgewood 7 for 1.5 miles to Windmill Road, turn east for .4 miles the road changes to Martinez Road then turn west on community Road for .5 miles to Road A103 start of project, go 1 mile to end of project*

3 Miles Total

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Torrance County that this Cooperative Agreement Project SB, control number HW2LS00636 with the New Mexico Department of Transportation for LGRF Project for years 2025-2026, is hereby approved.

PASSED, APPROVED, AND ADOPTED THIS ___ DAY OF _____, 2025.

BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:

_____
Ryan Schwebach, Chair, District 2

_____
Kevin McCall, Vice Chair, District 1

_____
Linda Jaramillo, Member, District 3

ATTEST:

_____ _____
Sylvia Chavez, Torrance County Clerk Date

APPROVED AS TO FORM:

_____
Michael Garcia, Torrance County Attorney



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 F

TORRANCE COUNTY
RESOLUTION NO. 2025 - _____

A RESOLUTION APPROVING PARTICIPATION IN THE LOCAL GOVERNEMENT ROAD FUND PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORATION FOR MARSHALL ROAD, MARTINEZ ROAD AND WILSON ROAD (CONTROL NUMBER HW2L500643)

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 $280,241 to be funded in proportional shares by the parties as follows:

New Mexico Department of Transportation's share shall by 75% or $210,181,
Torrance County's proportional matching share shall be 25% or $70,060,
Torrance County Shall pay all costs that exceed the total project budget of $280,181; 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, 2026, 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:

Marshall Road: *from HWY 41 start project, proceed for 1 mile to end of project*

Martinez Road:* from Lexco go west start of project, proceed 1 mile to end of project*

Wilson Road:* from Lexco proceed west around the loop, start of project, proceed 1 mile to end of project*

3 Miles Total

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Torrance County that this Cooperative Agreement Project SB, control number HW2LS00636 with the New Mexico Department of Transportation for LGRF Project for years 2025-2026, is hereby approved.

PASSED, APPROVED, AND ADOPTED THIS ___ DAY OF _____, 2025.

BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:

_____
Ryan Schwebach, Chair, District 2

_____
Kevin McCall, Vice Chair, District 1

_____
Linda Jaramillo, Member, District 3

ATTEST:

_____ _____
Sylvia Chavez, Torrance County Clerk Date

APPROVED AS TO FORM:

_____
Michael Garcia, Torrance County Attorney

TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 A

ROAD USE AND CROSSING AGREEMENT

This ROAD USE AND CROSSING AGREEMENT (this "**Agreement**") is entered into as of the Effective Date (as defined on the signature page of this Agreement), by and between **AFE CEDARVALE WIND, LLC,** a Delaware limited liability company ("**Company**") and **TORRANCE COUNTY, NEW MEXICO** ("**County**").

RECITALS

A. In connection with Company's planned construction, maintenance and operation of a commercial wind powered electric generation and storage project partially located in Torrance County, New Mexico, which project shall consist of without limitation, the wind facilities and related utilities and all machinery, equipment, facilities, appurtenances and other improvements to be developed, constructed, owned, operated and/or maintained for such wind-powered electric generation and storage facilities, and all additions, replacements, expansions and modifications thereto (the "**Project**"), Company and its contractors and subcontractors desire (i) to use certain County roads and rights-of way located in Torrance County, New Mexico, as shown and designated on the map attached hereto as **Exhibit A** (collectively, the "**Roads**"); and (ii) to cross over and under certain County roads and rights-of way located in Torrance County, New Mexico, (collectively, the "**ROW Crossing Locations**").

B. Company intends to start Construction (as defined in Section 1 below) of the Project on a date approximately within the period of the second quarter (2Q) of 2025 to the first Quarter (2Q) of 2029, and Construction is estimated to continue 4 years until first quarter 2029 following the Construction start date (the "**Estimated Initial Construction Period**").

C. The Project is anticipated to exist for a period of up to fifty (50) years following the Estimated Initial Construction Period (including any extensions of the Estimated Initial Construction Period under Section 4 below), during which Company and its contractors and subcontractors may have to use all or any of the Roads in a similar manner as during the Estimated Initial Construction Period in connection with any subsequent Construction on the Project land (each, a "**Subsequent Construction Period**") (the Estimated Initial Construction Period and any Subsequent Construction Period are sometimes referred to herein as "**Construction Period**").

D. The County desires to allow Company and its contractors and subcontractors to use the Roads for the travel of motorized vehicles, including heavy trucks and other heavy vehicles and equipment, to transport and/or haul parts, facilities and equipment (whether light or heavy, small or large) to and from the Project and to carry out other related activities during the construction, maintenance and operation of the Project, pursuant to the terms and conditions of this Agreement.

E. The County also desires to allow Company and its contractors and subcontractors to cross over and under certain roads at the ROW Crossing Locations with electrical transmission and distribution lines and systems, collection lines and systems, communication lines and systems, access roads and related facilities necessary to construct, operate and maintain the Project, such systems, lines, and access roads (collectively, the "**Lines**"), pursuant to the terms and condition of this Agreement and in accordance with permitting requirements (if any).

AGREEMENTS

NOW, THEREFORE, for and in consideration of the mutual promises and covenants made herein by the parties, the parties hereby agree as follows:

1. Definition of Construction. As used in this Agreement, the term **"Construction"** shall mean material site activities necessary to construct the Project, examples of which activities include major civil earthworks requiring mobilization of a significant number of earth-moving equipment, foundation construction, electrical power line and substation installation, and turbine delivery and installation. Notwithstanding the foregoing, Construction shall not include site grading activities on the Project land or construction or other activities on such land during which Company and its contractors and subcontractors would use the Roads only in a similar or routine manner as other individuals use them for the travel of motorized vehicles.

2. Permitted Road Use. Company and its contractors and subcontractors shall be permitted to use the Roads for the travel of motorized vehicles, including heavy trucks and other heavy vehicles and equipment, to transport and/or haul parts, facilities and equipment (whether light or heavy, small or large) to and from the Project.

3. Permitted ROW Crossings. Company and its contractors and subcontractors shall be permitted to install and construct, and Company shall have the right to operate and maintain, the Lines over and under County roads and rights-of-way in the ROW Crossing Locations and to carry out other related activities in connection with the construction, maintenance and operation of such Lines. The crossing permissions, occupancy of the Lines within such County's rights-of-way and other rights with respect to the Lines and the ROW Crossing Locations shall be for the duration of the Term (as defined in Section 5 below).

4. Modification of Estimated Initial Construction Period. The Estimated Initial Construction Period may be advanced by Company (in which event Company shall give the County at least thirty (30) days' prior notice of same) and may be extended by Company if, despite Company's commercially diligent efforts or due to force majeure events, there are Project facilities for which the initial construction has not been fully completed by the expiration of the Estimated Initial Construction Period.

5. Term of this Agreement. The term of this Agreement shall commence on the Effective Date and shall expire until the date that all Project facilities are permanently removed from the Project site due to ceased operations (the **"Term"**).

Within one (1) year after the (i) expiration of the Term or (ii) the earlier termination of this Agreement, Company shall (A) complete all final repairs it is required to make under this Agreement and make final payment or reimbursement to the County for amounts invoiced by the County to Company under this Agreement and (B) remove the Lines (or, to the extent any are underground, Company may abandon such underground Lines in place) and restore any surface damage to the land caused by the removal of the Lines.

6. Speed Limit. Vehicles driven by Company employees, contractors, and subcontractors will abide by all local, state, and federal laws, regulations, and ordinances, including all applicable speed limits. In the event any of the Roads do not have a posted speed limit sign, all vehicles will abide by a speed limit not to exceed 35 miles per hour or lower as conditions require.

7. Traffic Coordination. Each of Company and the County shall designate one or two individuals as representatives of such party to coordinate and communicate with the other party's designated individuals with respect to use of the Roads by Company and its contractors and subcontractors engaged in construction, maintenance and operation of the Project. Such coordination shall include, but not be limited to, communicating planned work to any of the Roads to the other party, including closures or partial closures of any of the Roads (or any portion of any of the Roads) by either party at least twenty-four (24) hours prior to such closures or partial closures, by either an e-mail and/or telephone call to one of the other party's designated representatives. In the event the scheduled closure or partial closure is on a weekend or non-working day, the party closing or partially closing such Roads will notify the other party at least forty-eight (48) hours in advance of such closure or partial closure.

8. Road Monitoring During Construction. During any Construction, Company and its contractors and subcontractors will monitor the Roads from time to time for any issues that adversely impact the Roads that were caused by or result from such Construction, including, but not limited to, road safety issues, road damage, culvert damage, washouts and potholes that need prompt or timely repairs, safety and other signs needing replacement, or other activity requiring actions to alleviate transportation restrictions on the Roads (collectively, "**Road Impacts**"). In addition, if the County otherwise becomes aware of any such Road Impacts during Construction, the County shall promptly provide written notice to Company (at the address listed in Section 27 below) of such matters. Company and the County shall work together to cure any such Road Impacts. Notwithstanding Company's foregoing obligation to monitor the Roads in connection with any such damage or road safety issues caused by Company and its contractors and subcontractors, County shall continue to have the obligation to also monitor the Roads in the normal manner that it monitors other County roads, and Company's monitoring obligations with respect to the Roads shall in no way relieve County of its monitoring duties for the Roads.

9. Pre-Construction Condition of Roads. Prior to the start of any Construction Period, Company and the County will work together to examine, record, photograph and/or video the existing conditions of all Roads covered under this Agreement and the signs and culverts associated with such Roads.

10. Safety Signage. During each Construction Period, Company and its contractors and subcontractors will display safety signs and cones indicating caution when work crews engaged in Construction on the Project are using the Roads. Such signs shall be displayed no less than 200 feet (considering the speed limit and the type of road) from the affected areas of the Roads. In addition, the designated transportation official for the County may notify Company in writing of

additional required safety signs. In the event of differences in the signage rules of the State of New Mexico and the signage rules of the County of Torrance, New Mexico, the more restrictive signage rules shall apply.

11. Transportation Permits. No over-weight or over-size permits will be required from the County for Company's and its contractors' and subcontractors' use of the Roads.

12. Road Improvements. Company may, at its sole cost and expense, (i) make modifications and improvements (both temporary and permanent) to the Roads, including, without limitation, widening Roads and intersections and constructing wider turning radiuses at intersections of the Roads, and (ii) without having to obtain permits from the County in each instance, construct new roads and driveways and modify existing roads and driveways within the Project to provide access to and from the Project and the Roads. All of the foregoing work shall be undertaken and completed in accordance with the County's road construction rules and regulations to the extent applicable to such Roads and such roads and driveways within the Project.

13. Road Repairs During Construction Periods. If during any Construction Period, Company or its contractors or subcontractors cause Road Impacts, then, promptly following written notice from the County's designated transportation official to Company (at the address listed in Section 27 below) of such Road Impacts, Company will, at its expense, undertake the necessary repairs and complete them in a timely manner, except that the County shall repair or replace any damaged road signs and invoice Company for costs and expenses related to same. If Company fails to complete any such required repairs of Road Impacts, then the County shall have the right to make such repairs and invoice Company for the costs and expenses incurred by the County in completing such repairs.

14. Road Repairs After Construction Periods. After each Construction Period, Company and the County will work together (i) to assess the then-existing condition of all of the Roads used by Company and its contractors and subcontractors during such Construction Period and the culverts and signs associated with such Roads in comparison to the condition of such Roads, culverts and signs immediately prior to such Construction Period and (ii) to determine what repairs (if any) Company will be required to make to such Roads due to Road Impacts (if any) caused by Company or its contractors or subcontractors. Following such determination by the parties, Company shall undertake and complete all such repairs within four (4) months of such determination, except for any damaged road signs, which shall be repaired or replaced by the County and Company shall be invoiced for such costs and expenses incurred by the County.

15. Insurance. Throughout the Term, Company will keep and maintain in force the following policies of insurance:

(a) Commercial General Liability Insurance with a limit of liability not less than $2,000,000 per occurrence and in the aggregate;

(b) Business Auto Liability for autos owned, hired, scheduled or non-owned with a combined single limit no less than $1,000,000.00 per occurrence; and

(c) Workman's Compensation Insurance as to Company's employees (if any) involved

in the construction, operation, or maintenance of the Project in compliance with applicable law, with limits not less than $1,000,000 per person per accident.

All insurance maintained in accordance with this Section shall be issued by creditworthy and commercially reasonable licensed companies, provide that all such insurance may be obtained by Company by endorsement or equivalent means under any blanket insurance policies maintained by Company or by a self-insurance program so long as the coverage and other terms of such insurance otherwise comply with this Section.

16. Intentionally deleted.

17. Indemnification. Company shall indemnify, defend and hold harmless the County from and against any claims, suits, actions, judgments, demands, losses, costs, and expenses (including reasonable attorneys' fees) caused by or resulting from the negligent acts, errors, or omissions of Company with regard to its use of the Roads. This indemnification obligation shall survive the termination or expiration of this Agreement for one (1) year.

18. Warranty of Repairs. ALL CONTRACTORS AND SUBCONTRACTORS ENGAGED BY COMPANY TO MAKE ANY SUCH REPAIRS SHALL BE REQUIRED TO PROVIDE THE COUNTY WITH A ONE-YEAR (1-YEAR) WARRANTY OF SUCH WORK. SUCH WARRANTIES ARE EXCLUSIVE TO THE COUNTY AND SHALL BE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CUSTOM, USAGE OR OTHERWISE. NO SUCH WARRANTY SHALL COVER NORMAL WEAR AND TEAR.

19. No Consequential Damages. Under no circumstances shall either party have any right to recover consequential, punitive, special or other similar damages in connection with this Agreement or the subject matter covered by this Agreement.

20. Assignment. Company shall have the right to assign this Agreement or any of its rights and obligations hereunder, in whole or in part, to any person or entity, without the prior written consent of the County. Any assignee of Company with respect to this Agreement shall assume and perform, as of the date of the assignment or as otherwise agreed to between such assignor and assignee, all obligations and liabilities of Company under this Agreement (or, in the case of a partial assignment, to the extent of such assigned rights and obligations). Each such assignor of this Agreement shall be released from all liabilities, claims and obligations under this Agreement to the extent the assignee of such rights and obligations expressly assumes same in writing provided to the County.

21. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New Mexico, without regard to any conflicts of law principles of that or any other State.

22. Modifications. Modifications and amendments to this Agreement, including any exhibit or appendix, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

23. Counterparts. This Agreement may be signed by the parties in multiple counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns as of the Effective Date.

25. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

26. Entire Agreement. This Agreement, together with the Exhibit attached hereto, supersedes any prior agreement or understanding (whether written or oral) between the parties hereto and contains the entire agreement of said parties concerning the subject of this Agreement.

27. Notices. All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

If to the County:

J. Jordan Barela
Torrance County Manager
PO BOX 48
205 S Ninth Street
Estancia New Mexico 87016
Phone: (505) 544-4703

If to Company:

AFE CEDARVALE WIND, LLC,
3610 N 44th Street, Suite 250
Phoenix, Arizona 85018
Attn: David Getts
Phone: (602) 808-2004

[Signature page follows this page.]

Each party hereto has caused its duly authorized representative(s) to sign this Agreement on its behalf on the date set forth below, and the later signature date shall be the effective date of this Agreement for all purposes (the **"Effective Date"**).

COMPANY

AFE CEDARVALE WIND, LLC

By: _____
Name: Ravi Sankaran
Title: Director of Business Development
Date: July 30, 2025

COUNTY

TORRANCE COUNTY, NEW MEXICO

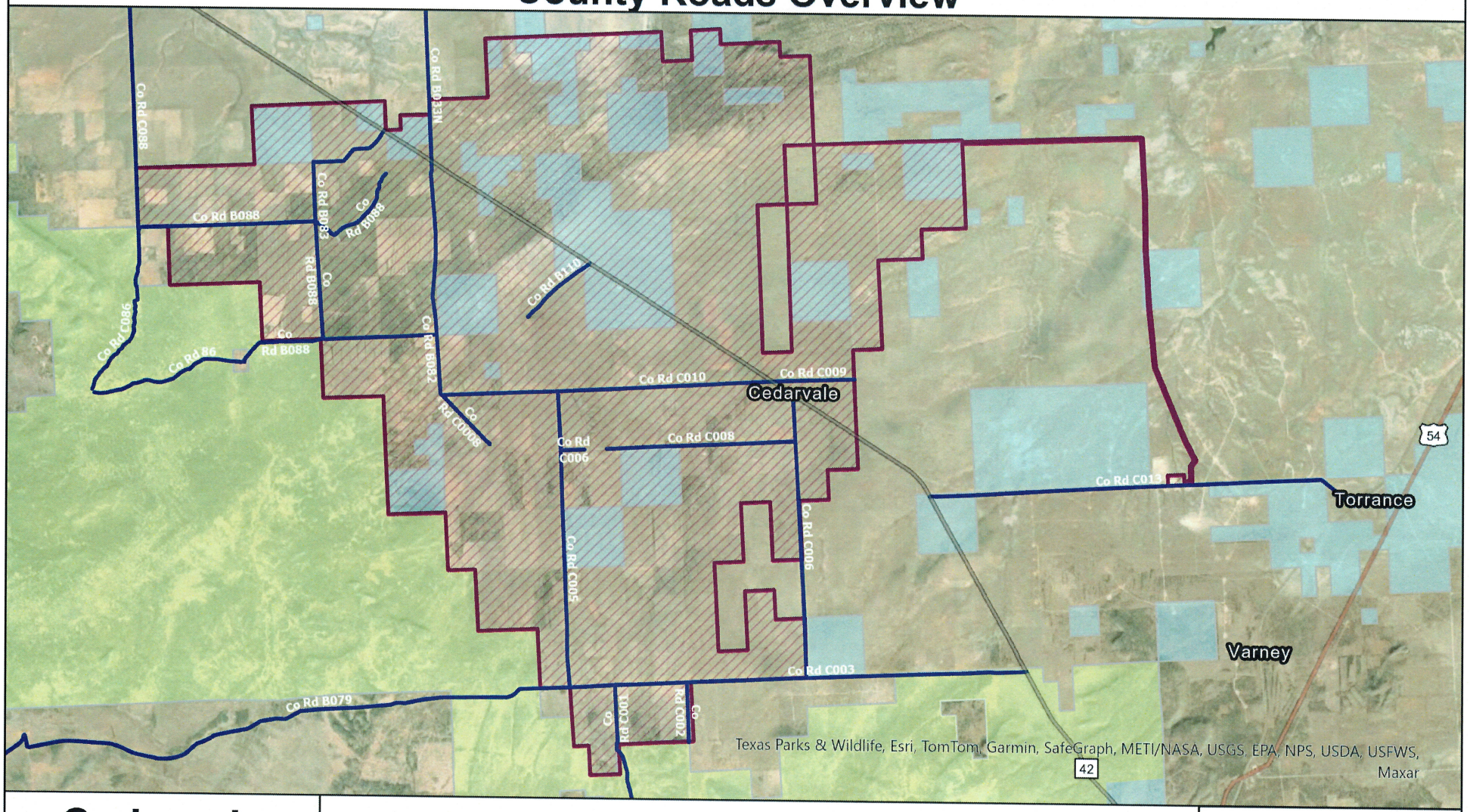
By: _____
Name: JJordan Barela
Title: County Manager
Date: July 30, 2025

EXHIBIT A

MAP OF ROADS

[see the next page]

County Roads Overview



Cedarvale Wind Project

PERCHERON

Project Features

- Cedarvale Wind Project Area

Existing Features

- County Road

Land Ownership

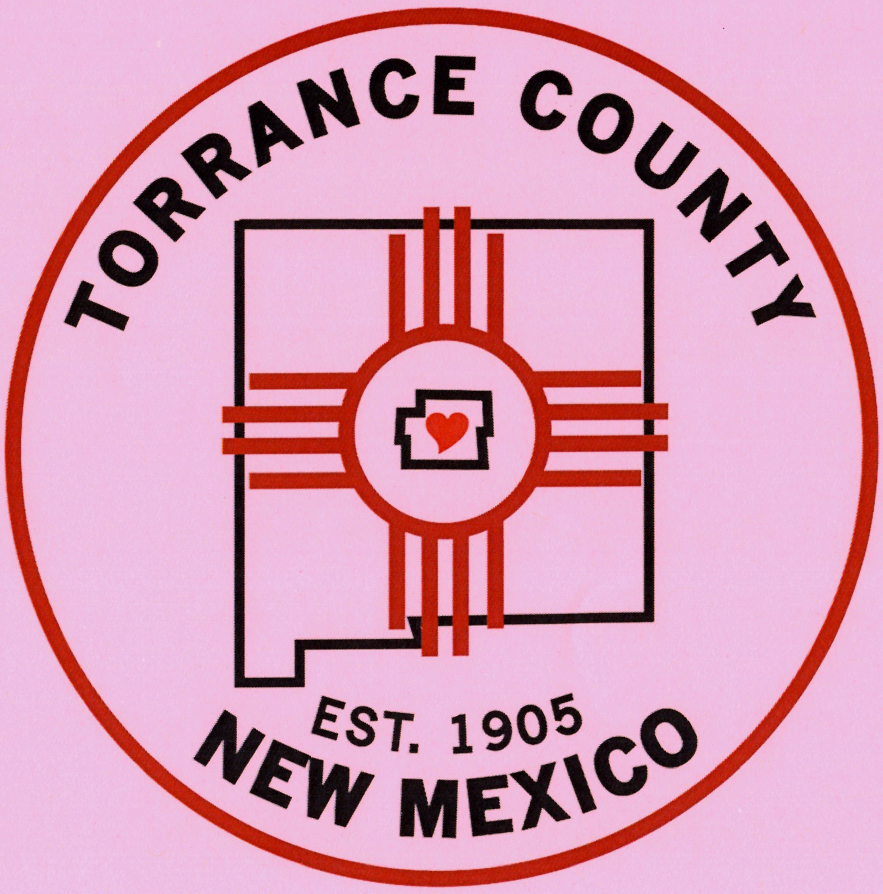
- USFS Land
- Private Land
- State Land

0 0.75 1.5 3 Miles

N
W E
S

Date: 7/29/2025

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 B

Docusign Envelope ID: 536B6238-4BAF-4291-A903-3096815F4E9F

Please fill in the Contact Information below. These contacts should be individuals who are expecting to hear from ESO on each of their respective responsibilites related to this purchase.

Contact	Name(s)	Email(s)	Phone(s)
Primary Business Contact	Gary Smith	gsmith@tcnm.us	(505) 712-8024
ESO Software Onboarding Contact	Gary Smith	gsmith@tcnm.us	(505) 712-8024
Invoicing Contact	Hanna Sanchez	hsanchez@tcnm.us	(505) 705-5351
Tax Exempt?	YES OR NO [X] [ ]	If YES, return Exempt Certificate with Agreement	
Purchase Oder Required?	YES OR NO [X] [ ]	If YES, return PO with Agreement	

Please email entire signed agreement to contracts@eso.com and your sales representative.

Docusign Envelope ID: 536B6238-4BAF-4291-A903-3096815F4E9F

Quote Date:	01/28/2025
Customer Name:	Torrance County Fire Department (NM)
Quote #:	Q-191067
Quote Expiration date:	04/28/2025
ESO Account Manager:	Chase Clabaugh

CUSTOMER CONTACT

Customer Name	Torrance County Fire Department (NM) Hanna Sanchez
Email	hsanchez@torrancecountyfire.com
Phone	(505)705-5351

BILLING CONTACT

Payor	Torrance County Fire Department (NM)
Name	Hanna Sanchez
Email	hsanchez@torrancecountyfire.com
Phone	(505)705-5351
Address	PO Box 449 McIntosh NM, 87032
Billing Frequency	Annual
Initial Term	12 months

Fire

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
Fire Incidents CAD Integration	4500 Fire Incidents	$964.00	($0.00)	$964.00	Recurring
ESO Fire Incidents	4500 Fire Incidents	$3,145.00	($0.00)	$3,145.00	Recurring
ESO Hydrants	4500 Fire Incidents	$944.00	($0.00)	$944.00	Recurring
ESO Properties	4500 Fire Incidents	$1,887.00	($0.00)	$1,887.00	Recurring
ESO Activities	4500 Fire Incidents	$1,258.00	($0.00)	$1,258.00	Recurring
Fire Incidents NFIRS Data Import	4500 Fire Incidents	$4,195.00	($4,195.00)	$0.00	One-time
Properties & Inspections Data Import	4500 Fire Incidents	$4,195.00	($4,195.00)	$0.00	One-time
Fire Setup & Online Training	2 Sessions	$1,250.00	($0.00)	$1,250.00	One-time

Personnel Management

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
Personnel Management	75 Employees	$2,462.00	($369.30)	$2,092.70	Recurring
Personnel Management Data Migration	75 Employees	$368.00	($368.00)	$0.00	One-time

Asset Management/Checklist

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
ESO Checklists	4500 Fire Incidents	$1,542.00	($0.00)	$1,542.00	Recurring
ESO Asset Management	4500 Fire Incidents	$1,928.00	($0.00)	$1,928.00	Recurring
Asset Management Online Training	1 Sessions	$625.00	($0.00)	$625.00	One-time
Checklist Online Training	1 Sessions	$625.00	($0.00)	$625.00	One-time

Total Recurring Fees	USD $13,760.70
Total One-Time Fees	USD $2,500.00
TOTAL FEES	USD $16,260.70

All Fees herein are in USD

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to

Docusign Envelope ID: 536B6238-4BAF-4291-A903-3096815F4E9F

Quote Date:	01/28/2025
Customer Name:	Torrance County Fire Department (NM)
Quote #:	Q-191067
Quote Expiration date:	04/28/2025
ESO Account Manager:	Chase Clabaugh

Docusign Envelope ID: 536B6238-4BAF-4291-A903-3096815F4E9F

Quote Date:	01/28/2025
Customer Name:	Torrance County Fire Department (NM)
Quote #:	Q-191067
Quote Expiration date:	04/28/2025
ESO Account Manager:	Chase Clabaugh

TERMS AND CONDITIONS:

1. If the Customer indicated above has an existing master agreement with ESO (Agreement) dated on or after January 1, 2018, then that Agreement will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

https://www.eso.com/legal-terms/

2. The Effective Date of this Quote shall be the final date of signature.

3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.

4. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Torrance County Fire Department (NM)

Signature: _____

Print Name: Jordan Barela

Title: County Manager

Date: _____

The subscription term shall begin **15 calendar days** after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.

Docusign Envelope ID: 536B6238-4BAF-4291-A903-3096815F4E9F

Quote Date:	01/28/2025
Customer Name:	Torrance County Fire Department (NM)
Quote #:	Q-191067
Quote Expiration date:	04/28/2025
ESO Account Manager:	Chase Clabaugh

Fire

Product	Description
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.
ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
ESO Hydrants	Inventory and document testing and status of hydrants.
ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
Properties & Inspections Data Import	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
ESO Activities	Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.

Personnel Management

Product	Description
Personnel Management Data Migration	Migration of Information in Personnel Management that includes Demographics, Training Classes, Certifications, and Drivers License information.
Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.

Asset Management/Checklist

Product	Description
ESO Checklists	Web-based apparatus checklist for Fire and EMS.
ESO Asset Management	Web-based asset management for Fire and EMS.
Asset Management Online Training	Setup and Webinar Training Session for ESO Asset Management.
Checklist Online Training	Setup and Webinar Training Session for ESO Checklists.

Certificate Of Completion

Envelope Id: 536B6238-4BAF-4291-A903-3096815F4E9F
Subject: Documents for your DocuSign Signature
Source Envelope:
Document Pages: 5
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 0
Initials: 0

Status: Delivered

Envelope Originator:
Chase Clabaugh
11500 Alterra Parkway
Austin, TX 78758
chase.clabaugh@eso.com
IP Address: 155.226.129.250

Record Tracking

Status: Original
7/17/2025 8:48:18 AM

Holder: Chase Clabaugh
chase.clabaugh@eso.com

Location: DocuSign

Signer Events	Signature	Timestamp
Jordan Barela jjbarela@tcnm.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/21/2025 10:37:07 AM ID: 4eb9c6f3-f892-4f15-a0cc-fb13b6370a93		Sent: 7/17/2025 8:50:23 AM Resent: 7/21/2025 7:02:21 AM Resent: 7/22/2025 9:03:02 AM Viewed: 8/4/2025 1:22:34 PM
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Contracts Team contracts@eso.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/17/2025 8:50:24 AM
Hanna Sanchez hsanchez@tcnm.us Executive Assistant Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/17/2025 8:50:24 AM Viewed: 7/17/2025 9:21:40 AM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	7/17/2025 8:50:24 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	8/4/2025 1:22:34 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 11/20/2024 1:15:03 PM
Parties agreed to: Jordan Barela

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ESO Solutions (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ESO Solutions:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@eso.com

To advise ESO Solutions of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@eso.com and in the body of such request you must state: your previous

email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from ESO Solutions

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@eso.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ESO Solutions

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@eso.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ESO Solutions as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ESO Solutions during the course of your relationship with ESO Solutions.

TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 C

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the Torrance County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 533, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3188** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 53333, Three Million Seven Hundred Fifty Thousand Dollars and No Cents, $3,750,000.00, to plan, design, construct, equip and furnish county administrative offices in Estancia in Torrance county;.

B. Grantee's total reimbursements shall not exceed $3,750,000.00 Three Million Seven Hundred Fifty Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $37,500.00 Thirty Seven Thousand Five Hundred Dollars and No Cents, which equals $3,712,500.00 Three Million Seven Hundred Twelve Thousand Five Hundred Dollars and No Cents ("**Adjusted Appropriation Amount**").

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

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

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

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to

reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

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

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	Torrance County
Name:	Jordan Barela
Title:	County Manager
Address:	PO Box 48 Estancia, NM 87016
Email:	jjbarela@tcnm.us
Telephone:	(505) 221-2889

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	Torrance County
Name:	Misty Witt
Title:	Finance Director/Deputy County Manager
Address:	PO Box 48 Estancia, NM 87016
Email:	mwitt@tcnm.us
Telephone:	(505) 544-4702

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

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.

i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.

b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:

i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

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

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

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

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

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

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

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

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

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

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

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

XVII. REQUIRED TERMINATION CLAUSE

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

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the Torrance County, the Torrance County may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the Torrance County's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

_____
Entity Name

Official with Authority to Bind Grantee:

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

Fiscal Officer or Chief Financial Officer:

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

As To Legal Form And Sufficiency

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

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

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

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

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 D

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the Torrance County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 531, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3186** ("**Project**") 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 53133, Three Hundred Fifty Thousand Dollars and No Cents, $350,000.00, to purchase, equip and install communications systems, including a digital radio system, in Torrance county;.

B. Grantee's total reimbursements shall not exceed $350,000.00 Three Hundred Fifty Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $350,000.00 Three Hundred Fifty Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

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

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

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

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

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

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	Torrance County
Name:	Jordan Barela
Title:	County Manager
Address:	PO Box 48 Estancia, NM 87016
Email:	jjbarela@tcnm.us
Telephone:	(505) 221-2889

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	Torrance County
Name:	Misty Witt
Title:	Finance Director/Deputy County Manager
Address:	PO Box 48 Estancia, NM 87016
Email:	mwitt@tcnm.us
Telephone:	(505) 544-4702

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

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

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

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

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

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

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

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

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

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

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

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

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

XVII. REQUIRED TERMINATION CLAUSE

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

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the Torrance County, the Torrance County may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the Torrance County's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

_____
Entity Name

Official with Authority to Bind Grantee:

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

Fiscal Officer or Chief Financial Officer:

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

_____

As To Legal Form And Sufficiency

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: $ 0.00
C. AIPP Amount *(If Applicable)*: $ 0.00
D. Funds Requested to Date: $ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount *(if applicable)*: $ 0.00
G. Grant Balance: $ 0.00
H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____
Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

_____
Printed Name

Date: _____

_____
Grantee Representative

_____
Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

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

_____ _____
ASD Officer Date

_____ _____
Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approves: _____

Title: Grant Manager

Signature: _____

Date: _____

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

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

[THIS SPACE LEFT BLANK INTENTIONALLY]

data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

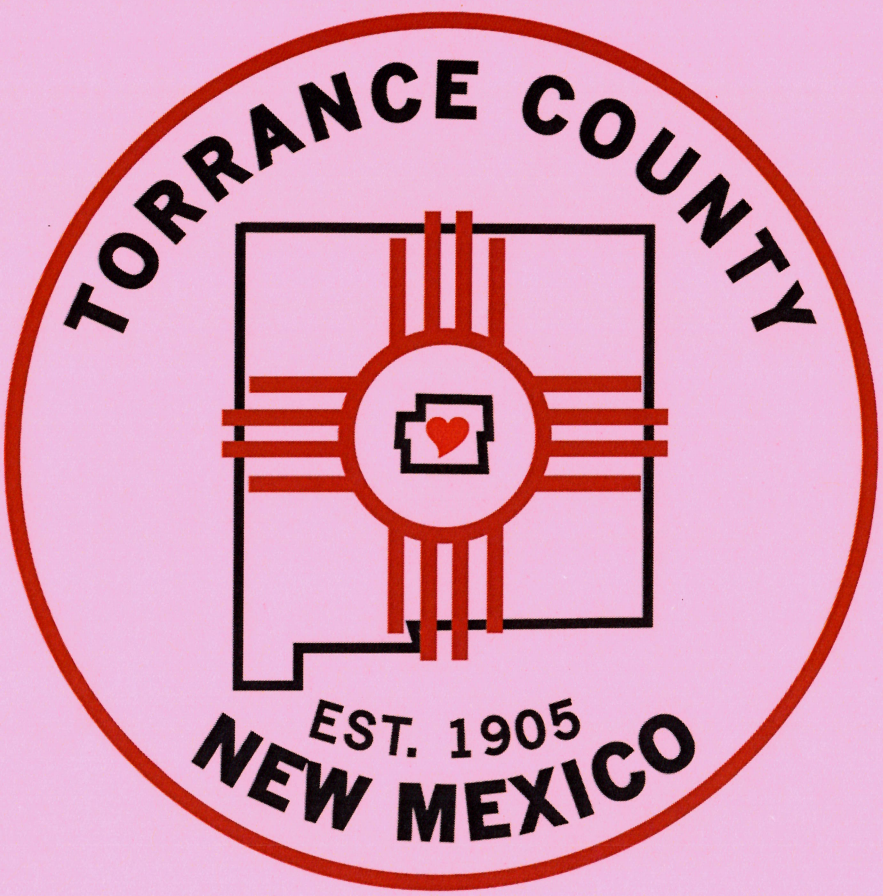
c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 E

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the Torrance County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 534, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3189** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 53433, Seventy Five Thousand Dollars and No Cents, $75,000.00, to plan, design, construct, equip and improve the animal shelter in McIntosh in Torrance county;.

B. Grantee's total reimbursements shall not exceed $75,000.00 Seventy Five Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $75,000.00 Seventy Five Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

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

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

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

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

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

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	Torrance County
Name:	Jordan Barela
Title:	County Manager
Address:	PO Box 48 Estancia, NM 87016
Email:	jjbarela@tcnm.us
Telephone:	(505) 221-2889

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	Torrance County
Name:	Misty Witt
Title:	Finance Director/Deputy County Manager
Address:	PO Box 48 Estancia, NM 87016
Email:	mwitt@tcnm.us
Telephone:	(505) 544-4702

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

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

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

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

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

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
      i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

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

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

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

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

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

XVII. REQUIRED TERMINATION CLAUSE

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

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the Torrance County, the Torrance County may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the Torrance County's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

_____
Entity Name

Official with Authority to Bind Grantee:

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

Fiscal Officer or Chief Financial Officer:

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

As To Legal Form And Sufficiency

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____
Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

_____
Printed Name

Date: _____

_____
Grantee Representative

_____
Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

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

_____
ASD Officer Date

_____
Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

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

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 F

Contract No. _____
Vendor No. 0000054405
Control No. HW2L500614

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. L500614, and the Public Entity's resolution attached as **Exhibit C**. See:

   Pavement Rehabilitation/Improvements

   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 Nine Thousand One Hundred Eighty Eight Dollars and No Cents ($109,188)** 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%**	
FY 2026 Local Government Road Fund **For the purpose stated above in Section 1.**	**$81,891**	**$27,297**	**$109,188**
		Total Project Cost	**$109,188**

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 **12/31/2026.** In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. **Termination.**

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.

b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.

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

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

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

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

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

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

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

13. **Legal Compliance.**
The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues,

workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

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

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

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

By:_____ Date: _____
Assistant General Counsel

Torrance County

By:_____ Date: _____

Title: _____

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: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

EXHIBIT C
Torrance County RESOLUTION

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

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

WHEREAS, the total cost of the project will be **$109,188** to be funded in proportional share by the parties hereto as follows:

CN L500614 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2026 Local Government Road Fund Pavement Rehabilitation/Improvements	**$81,891**	**$27,297**	**$109,188**

WHEREAS, the **Torrance County** shall pay all costs, which exceed the total project cost of **$109,188**.

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

a. The project for this Cooperative Agreement is adopted and has a priority standing.
b. The Cooperative Agreement terminates on **12/31/2026** and the **Torrance County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
c. The agent of the **Torrance County,** _____(name or title), shall have signature authority to bind the **Torrance County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Torrance County** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Torrance County** to enter into Cooperative Agreement for Project Control Number **L500614** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2026** for **Hwy 41 .5 miles, Dorthea Rd.5 miles, - Pavement Rehabilitation/Improvements** within the control of **Torrance County** in the State of New Mexico.

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

_____ DATE _____
(PRINTED NAME, POSITION)

_____ DATE _____
(PRINTED NAME, POSITION)

_____ DATE _____
(PRINTED NAME, POSITION)



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 G

Contract No. _____
Vendor No. 0000054405
Control No. HW2L500636

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. L500636, and the Public Entity's resolution attached as **Exhibit C**. See:

   Pavement Rehabilitation/Improvements

   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 Forty Six Thousand Seven Hundred Seventeen Dollars and No Cents ($146,717)** 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%**	
FY 2026 Local Government Road Fund **For the purpose stated above in Section 1.**	**$110,038**	**$36,679**	**$146,717**
		Total Project Cost	**$146,717**

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 **12/31/2026.** In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.

b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.

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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:_____ Date: _____
Cabinet Secretary or Designee

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

By:_____ Date: _____
Assistant General Counsel

Torrance County

By:_____ Date: _____

Title: _____

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: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

EXHIBIT C
Torrance County RESOLUTION

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

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

WHEREAS, the total cost of the project will be **$146,717** to be funded in proportional share by the parties hereto as follows:

CN L500636 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
FY 2026 Local Government Road Fund Pavement Rehabilitation/Improvements	$110,038	$36,679	$146,717

WHEREAS, the **Torrance County** shall pay all costs, which exceed the total project cost of **$146,717**.

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

a. The project for this Cooperative Agreement is adopted and has a priority standing.
b. The Cooperative Agreement terminates on **12/31/2026** and the **Torrance County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
c. The agent of the **Torrance County**, _____(name or title), shall have signature authority to bind the **Torrance County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Torrance County** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Torrance County** to enter into Cooperative Agreement for Project Control Number **L500636** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2026** for **Hwy 41 1 mile, Skyline Rd 2 miles, A102 1.5 miles - Pavement Rehabilitation/Improvements** within the control of **Torrance County** in the State of New Mexico.

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

_____ DATE _____
(PRINTED NAME, POSITION)

_____ DATE _____
(PRINTED NAME, POSITION)

_____ DATE _____
(PRINTED NAME, POSITION)



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 H

Contract No. _____
Vendor No. 0000054405
Control No. HW2L500643

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. L500643, and the Public Entity's resolution attached as **Exhibit C**. See:

   Pavement Rehabilitation/Improvements

   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 Thousand Two Hundred Forty One Dollars and No Cents ($280,241)** 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%**	
FY 2026 Local Government Road Fund **For the purpose stated above in Section 1.**	**$210,181**	**$70,060**	**$280,241**
		Total Project Cost	**$280,241**

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 **12/31/2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. **Termination.**

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.

b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.

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

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

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

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

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

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

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

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

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

14. Equal Opportunity Compliance.

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

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

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

By:_____ Date: _____
Assistant General Counsel

Torrance County

By:_____ Date: _____

Title: _____

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: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

EXHIBIT C
Torrance County RESOLUTION

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

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

WHEREAS, the total cost of the project will be **$146,717** to be funded in proportional share by the parties hereto as follows:

CN L500636 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2026 Local Government Road Fund Pavement Rehabilitation/Improvements	$110,038	$36,679	$146,717

WHEREAS, the **Torrance County** shall pay all costs, which exceed the total project cost of **$146,717**.

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

a. The project for this Cooperative Agreement is adopted and has a priority standing.
b. The Cooperative Agreement terminates on **12/31/2026** and the **Torrance County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
c. The agent of the **Torrance County**, _____(name or title), shall have signature authority to bind the **Torrance County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Torrance County** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Torrance County** to enter into Cooperative Agreement for Project Control Number **L500636** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2026** for **Hwy 41 1 mile, Skyline Rd 2 miles, A102 1.5 miles - Pavement Rehabilitation/Improvements** within the control of **Torrance County** in the State of New Mexico.

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

_____ DATE _____
(PRINTED NAME, POSITION)

_____ DATE _____
(PRINTED NAME, POSITION)

_____ DATE _____
(PRINTED NAME, POSITION)



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 I

Unauthorized/Non-Conforming Purchase Notice

Date: 8-5-2025

Department: Road

Employee: Leonard Lujan

Purchase Amount: 1807.65

Date of Purchase: 7-15-2025

Vendor: Wagner

Explanation of purchase and why prior authorization was not received or why purchase was non-conforming (invoices and documentation must be attached to this notice):

The time line was between budget changes and there was not an purchase order in place. We were in the middle of a project and needed the parts.

Department Head Signature

For Finance Use Only

Purchase reviewed by Finance? ☐ Yes ☐ No Date reviewed: _____ Initials: _____

Line Item: _____ Funds available in budget? ☐ Yes ☐ No

Procurement Code followed? ☐ Yes ☐ No TC Policy followed ☐ Yes ☐ No

Payment ☐ Approved ☐ Denied

_____ _____

Commission Signature Date

WAGNER CAT

P.O. Box 17620
Denver, CO 80217-0620

INVOICE

INVOICE NUMBER: P10C0930589
Invoice Date: 07/16/25

DUE 08/10/25 **$642.16**

Make AA Model 950
Serial # *CAT0950MJEMB01064*
Equipment #
Machine ID # Meter Reading
Ship VIA WILLCALL

Bill To:

13325 1 MB 0.672 E0280X I0552 D14478106027 S2 P10858276 0001:0001

TORRANCE MANAGEMENT OFFICE
COUNTY ROAD DIVISION
PO BOX 48
ESTANCIA NM 87016-0048

Ship To:
10WILLCALL 10WILLCALL
ABQ WILLCALL
WILLCALL
ALBUQUERQUE, NM87105

TO VIEW & PAY ONLINE GO TO	WAGNEREQUIPMENT.BILLTRUST.COM	ENROLLMENT TOKEN	ZMQ HRF RMB

Customer #	PO #	PSO/WO #	PC LC MC	INV. SEQ. NO.	Doc Date	Salesman	Division	Store	Terms
88034	LEONARD	1AC830427	10 1G	1191574	07/15/25		G	10	2

Quantity	Item	Description	Unit Price	Extension
PARTS SALESPERSON: RICHARD FISHER - 7618			ORDERED BY: LEONARD LUJAN	
3	220-9090	RETAINER-GET	S 16.09	48.27
5	220-9090	RETAINER-GET	S 16.09	80.45
8	475-5468	TIP-EXTRA DU	N 64.18	513.44
		TOTAL PARTS DISCOUNT	275.28-	
		TOTAL PARTS		642.16 T
		GOVT CUSTOMER		.00 T

/
/
AURORA, PLEASE PUT PARTS ON THE SHUTTLE TONIGHT
TAX EXEMPTION LICENSE CRS 01-505585-0

REMIT TO
Wagner Equipment Co.
PO Box 209655
DALLAS, TX 75320-9655

Go Paperless Receive statements and invoices online 24/7 Register at www.wagnerequipment.com/gopaperless

TOTAL Page 1 of 1 **TOTAL DUE** **$642.16**

WE APPRECIATE YOUR BUSINESS. Your business is important to us and we strive to be your dealership of choice. If we did not meet your expectations, please call 303.739.3000

Terms of Payment: Cash customer - Payment due on date of invoice. Total amount due the 10th day of month following invoice date. Finance charge of 1.50% per month (annual percentage rate of 18%) will be charged on past due invoices. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Freight Terms: All parts purchased are f.o.b. source and incoming freight will be charged from source. Please refer to your parts sales order for the parts return policy details.
Wagner Equipment Co. hires EEO/AA/Minorities/Women/Disabled Veterans

WAGNER CAT

P.O. Box 17620
Denver, CO 80217-0620

INVOICE

INVOICE NUMBER: P10C0930849
Invoice Date: 07/18/25

DUE 08/10/25 **$318.32**

Make	Model
Serial #	
Equipment #	
Machine ID #	Meter Reading
Ship VIA WILLCALL	

Bill To:

4191 1 MB 0.672 E0120 I0274 D14483431475 S2 P10859453 0002:0002

TORRANCE MANAGEMENT OFFICE
COUNTY ROAD DIVISION
PO BOX 48
ESTANCIA NM 87016-0048

Ship To:
10WILLCALL 10WILLCALL
ABQ WILLCALL
WILLCALL
ALBUQUERQUE, NM87105

TO VIEW & PAY ONLINE GO TO	WAGNEREQUIPMENT.BILLTRUST.COM	ENROLLMENT TOKEN	ZMQ HRF RMB

Customer #	PO #	PSO/WO #	PC LC MC	INV. SEQ. NO.	Doc Date	Salesman	Division	Store	Terms
88034	Leonard	1AC830499	10 1G	1197410	07/15/25	DYR	G	10	2

Quantity	Item	Description	Unit Price	Extension
PARTS SALESPERSON: COMMERCE ORDER			ORDERED BY: Noel Albin	
1	475-5469	TIP-PENETRAT	N 39.79	39.79
7	475-5469	TIP-PENETRAT	N 39.79	278.53
		TOTAL PARTS DISCOUNT	136.48-	
		TOTAL PARTS		318.32 T
		GOVT CUSTOMER		.00 T

Albin_Noel@wagnerequipment.com
Need by tomorrow
TAX EXEMPTION LICENSE CRS 01-505585-0

If you're not completely satisfied please call 1-833-954-3116 or email us at customerexperience@wagnerequipment.com

Go Paperless. Receive statements and invoices online 24/7 Register at www.wagnerequipment.com/gopaperless

REMIT TO:
Wagner Equipment Co.
PO Box 209655
DALLAS, TX 75320-9655

TOTAL Page 1 of 1 **TOTAL DUE** **$318.32**

WE APPRECIATE YOUR BUSINESS. Your business is important to us and we strive to be your dealership of choice. If we did not meet your expectations, please call 303.739.3000

Terms of Payment: Cash customer - Payment due on date of invoice. Total amount due the 10th day of month following invoice date. Finance charge of 1.50% per month (annual percentage rate of 18%) will be charged on past due invoices. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Freight Terms: All parts purchased are f.o.b. source and incoming freight will be charged from source. Please refer to your parts sales order for the parts return policy details.
Wagner Equipment Co. hires EEO/AA/Minorities/Women/Disabled Veterans

It is Wagner's goal to safeguard and protect against fraud. Please do not change payment instructions without verbally confirming the change with a representative of Wagner Equipment Co. Following Wagner's payment instructions can help ensure payments are safely received. When in doubt please call Wagner Equipment Co. at 1-877-654-1237 and ask for the Credit Department.

WAGNER CAT

P.O. Box 17620
Denver, CO 80217-0620

INVOICE

INVOICE NUMBER: P10C0930848
Invoice Date: 07/18/25

DUE 08/10/25 $847.17

Make Model
Serial #
Equipment #
Machine ID # Meter Reading
Ship VIA WILLCALL

Bill To:

4191 1 MB 0.672 E0120X I0273 D14483431470 S2 P10859453 0001:0002

TORRANCE MANAGEMENT OFFICE
COUNTY ROAD DIVISION
PO BOX 48
ESTANCIA NM 87016-0048

Ship To:
10WILLCALL 10WILLCALL
ABQ WILLCALL
WILLCALL
ALBUQUERQUE, NM87105

TO VIEW & PAY ONLINE GO TO	WAGNEREQUIPMENT.BILLTRUST.COM	ENROLLMENT TOKEN	ZMQ HRF RMB

Customer #	PO #	PSO/WO #	PC LC MC	INV. SEQ. NO.	Doc Date	Salesman	Division	Store	Terms
88034	Leonard	1AC830490	10 1G	1197409	07/15/25	DYR	G	10	2

Quantity	Item	Description		Unit Price	Extension
PARTS SALESPERSON: COMMERCE ORDER				ORDERED BY: Noel Albin	
31	2J-3505	NUT	S	4.02	124.62
31	5J-4772	BOLT	N	2.60	80.60
1	4T-2922	CUTTING EDGE	N	113.60	113.60
1	4T-2921	CUTTING EDGE	N	153.01	153.01
1	3G-8293	END BIT	N	130.87	130.87
1	4T-2922	CUTTING EDGE	N	113.60	113.60
1	3G-8294	END BIT	N	130.87	130.87
		TOTAL PARTS DISCOUNT		309.52-	
		TOTAL PARTS			847.17 T
		GOVT CUSTOMER			.00 T

Albin_Noel@wagnerequipment.com
Need tomorrow
TAX EXEMPTION LICENSE CRS 01-505585-0

If you're not completely satisfied please call 1-833-954-3113 or email us at customerexperience@wagnerequipment.com

Go Paperless. Receive statements and invoices online 24/7. Register at www.wagnerequipment.com/gopaperless

REMIT TO:
Wagner Equipment Co.
PO Box 209655
DALLAS, TX 75320-9655

TOTAL **Page 1 of 1** **TOTAL DUE** **$847.17**

WE APPRECIATE YOUR BUSINESS. Your business is important to us and we strive to be your dealership of choice. If we did not meet your expectations, please call 303.739.3000

Terms of Payment: Cash customer - Payment due on date of invoice. Total amount due the 10th day of month following invoice date. Finance charge of 1.50% per month (annual percentage rate of 18%) will be charged on past due invoices. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Freight Terms: All parts purchased are f.o.b. source and incoming freight will be charged from source. Please refer to your parts sales order for the parts return policy details.
Wagner Equipment Co. hires EEO/AA/Minorities/Women/Disabled Veterans

It is Wagner's goal to safeguard and protect against fraud. Please do not change payment instructions without verbally confirming the change with a representative of Wagner Equipment Co. Following Wagner's payment instructions can help ensure payments are safely received. When in doubt please call Wagner Equipment Co. at 877-654-1237 and ask for the Credit Department.

Rod



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 J

Unauthorized/Non-Conforming Purchase Notice

Date: 2025.08.04

Department: Planning & Zoning

Employee: Don Goen

Purchase Amount: 80.72

Date of Purchase: 2025.06.18

Vendor: Advanced Communications

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):

Request approval for an unauthorized purchase to Advanced Communications in the amount of 80.72 for RA-1 (Rural Addressing vehicle) lighting diagnostic and repair. Work performed, invoice not received from vendor. Purchase Order 25-01904 was closed at end of FY25.

Department Head Signature

For Finance Use Only

Purchase reviewed by Finance? ☑ Yes ☐ No Date reviewed: 8/4/25 Initials: [illegible]

Line Item: 401-008-2201 Funds available in budget? ☑ Yes ☐ No

Procurement Code followed? ☑ Yes ☐ No TC Policy followed ☐ Yes ☑ No

Payment ☐ Approved ☐ Denied

Commission Signature

Date

Advanced
Communications and Electronics, Inc.

2417 Baylor Drive SE
Albuquerque
(505) 244-3321 Fax: (505) 244-3675

Service Invoice

Bill To: TORRAN
Torrance County
PO Box 48

Estancia, NM 87016

Invoice No.: 302433
Invoice Date: 6/18/25

Job Ticket No. 302433

Shop Location: Advanced Communications - SVC
Unit/Loc./Vehicle:
Date Received: 4/23/25

Ship to:
Torrance County
ACE
2417 Baylor Dr SE
Albuquerque NM 87016

PO No.: 25-01904
Contract No.:

Tech No.: 999 258

Dropped Off By/Carrier: Ruben Gaste
Authorized By: Kristin Saavedra
Tag No.:
Date Completed: 5/27/25

Item Number:	Description:	Serial No.	Accessories:
		***-302433/01	NO ACCESSORIES

Service Requested

Trouble shoot electrical issue with signals\emergency lights on vehicle. Determine if electrical wiring/short issue or bad signal equipment. If bad signal equipment, gather information needed to quote a replacement system.

Technical Service Performed

Description	Hours	Unit Price	Extension
LABOR (1) Tech for (3) Hour troubleshoot of emergency light system in a truck at the Albuquerque shop. If any parts or further work is required, we will quote those separately for you approval.	.00	150.00	.00
LABOR Trouble shoot Wig Wags and found connector to module disconnected	.50	150.00	75.00

Continued on Next Page . . .

Advanced
Communications and Electronics, Inc.

2417 Baylor Drive SE
Albuquerque
(505) 244-3321 Fax: (505) 244-3675

Service Invoice

Bill To: TORRAN
Torrance County
PO Box 48

Estancia, NM 87016

Invoice No.: 302433
Invoice Date: 6/18/25

PO No.: 25-01904

Ship to:
Torrance County
ACE
2417 Baylor Dr SE
Albuquerque NM 87016

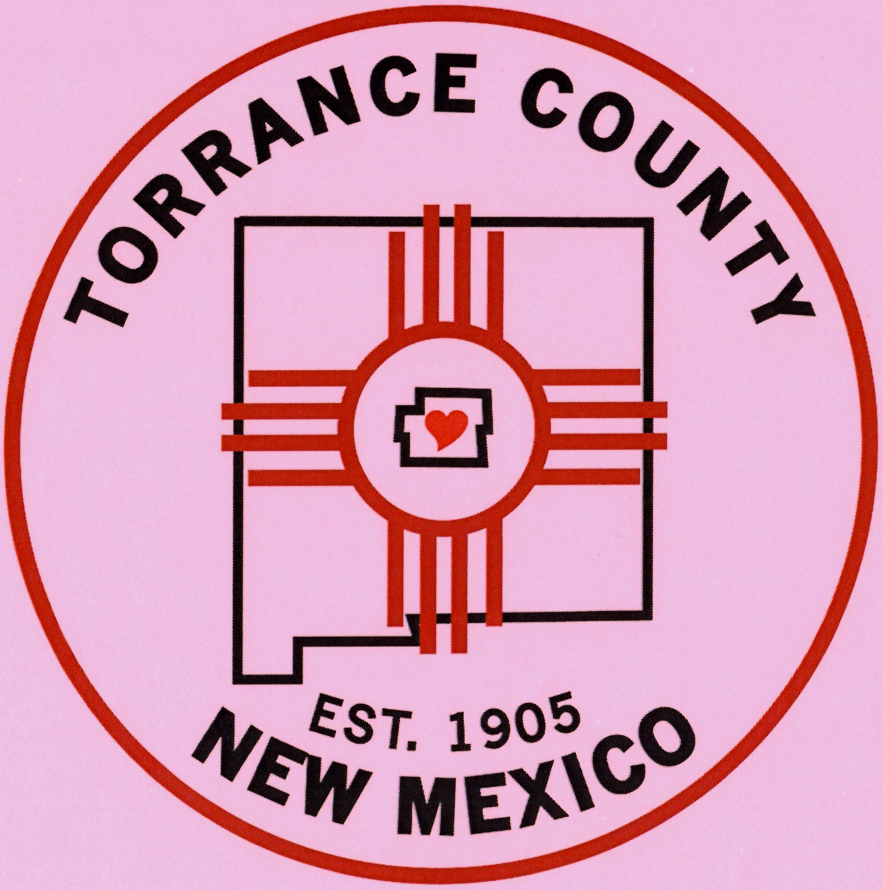
Job Ticket No. 302433

Parts:	.00
Tech Svc:	75.00
Freight:	.00
Sales Tax:	5.72
Total Due:	**80.72**

Terms: NET 30
Payment Due: 7/18/25

Please Remit To:
Advanced Communications
2417 Baylor Drive SE
Albuquerque, NM 87106

Signature X _____



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 K

Unauthorized/Non-Conforming Purchase Notice

Date: 7-31-25

Department: Assessor's office

Employee: H.G.jones

Purchase Amount: 23.75

Date of Purchase: 6-11-25

Vendor: DBC Waters LLC

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):

This invoice was inadvertently omitted due to an oversight. Asking for approval for an unauthorized purchase in the amount of 23.75 to DBC Waters LLC.

Linda T. Gregos

Department Head Signature

For Finance Use Only

Purchase reviewed by Finance? ☑ Yes ☐ No Date reviewed: 7/31/25 Initials: [illegible]

Line Item: 401-040-2271 Funds available in budget? ☑ Yes ☐ No

Procurement Code followed? ☑ Yes ☐ No TC Policy followed ☐ Yes ☑ No

Payment ☐ Approved ☐ Denied

Commission Signature

Date

INVOICE

DBC WATERS LLC
1111 SAN MATEO BLVD NE
ALBUQUERQUE NM 87110

(505) 260-9999 (505) 260-0215

Invoice Number 312466
Amt. Due $23.75
Invoice Date 06/11/2025

Account 94060

TORRANCE COUNTY ASSESSOR
H G JONES
PO BOX 258
ESTANCIA NM 87016

TORRANCE CO. ASSESSOR
GENO
205 9TH STREET
ESTANCIA NM 87016

Terms: NET DUE IN 30 DAYS

Acct#	Sales	P/O Number	Ship Via	Inv#	Invoice Date
94060	DW		COMPANY TRUCK	312466	06/11/2025

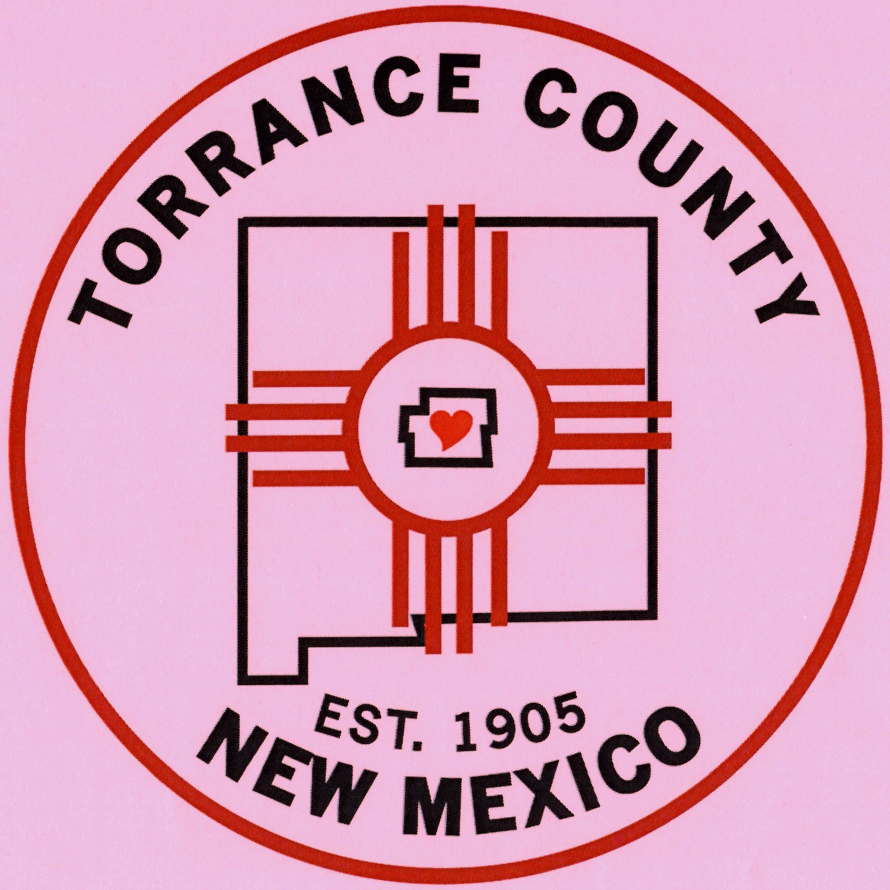
Date	Order	shipped	Description	Unit Price	Total
			Ticket1050094 Date 05/13/2025		
05/13	4.00	4.00	BOTTLED WATER 5GAL RO	5.50	22.00
05/13	1.00	1.00	ENERGY CHARGE	1.75	1.75

A Finance Charge of 1.5 % Per Month
May be applied on balances after 60 Days

Sub Total 23.75

DBC WATERS LLC
1111 SAN MATEO BLVD NE
ALBUQUERQUE NM 87110
(505) 260-9999 (505) 260-0215

Invoice Total $23.75



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 L

Unauthorized/Non-Conforming Purchase Notice

Date: 07/14/2025

Department: Maintenance

Employee: Richard Lesperance

Purchase Amount: 1197.78

Date of Purchase: 06/16/2025

Vendor: Harts Hardware

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):

Quote was issed on 06/16/2025, PO was issued on 07/17/2025, and all of the materials was picked up 07/01/2025.

The PO was not able to be riceipted before the 2024/2025 FY deadline, because the materials was not in hand on time.

Department Head Signature

For Finance Use Only

Purchase reviewed by Finance? ☑ Yes ☐ No Date reviewed: 7/14/25 Initials: [illegible]

Line Item: 401-036-2215 Funds available in budget? ☑ Yes ☐ No

Procurement Code followed? ☑ Yes ☐ No TC Policy followed ☐ Yes ☑ No

Payment ☐ Approved ☐ Denied

Commission Signature

Date

HARTS HARDWARE

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty NM 87035
505-832-6883

Transaction#: A160288
Associate: Alex C
Date: 06/25/2025 Time: 08:58:45 AM

Due Date: 07/15/2025

*** SALE ***

PO: 25-01976

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

5GAL STAKOOL ROOF COAT - 1403799
3.00 EACH @ $99.99 N $299.97
CEMENT RF PLSTC WET DRY 4-2358646
1.00 PAIL @ $64.99 N $64.99
BLK FLEX TAPE 10FTX21IN - 3476231
2.00 EACH @ $63.99 N $127.98
5GAL PAIL USG READYMIX CO-2299311
2.00 EACH @ $22.99 N $45.98
POLE EXTENSION ALUMINUM 4-4300141
1.00 EACH @ $12.99 N $12.99
ROLLER COVER POLY 3PK 9X3-9332636
3.00 EACH @ $7.99 N $23.97

Subtotal: $575.88
TAX EXEMPT
TOTAL: $575.88

INVOICE: $575.88
CHANGE: $0.00

TOTAL = $1,194.78

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

(X)_____
ADMIN- maintenance & repairs

Thank You!
No Returns after 30 days

HARTS HARDWARE

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty, NM 87035
(505) 832-6883

Transaction#: B604485
Associate: JAZMINE
Date: 07/01/2025 Time: 09:45:52 AM

Due Date: 08/15/2025

*** SALE ***

PO: 25-01976

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

ROLLER COVER POLY 3PK 9X3-9332636
3.00 EACH @ $7.99 N $23.97
5GAL STAKOOL ROOF COAT - 1403799
4.00 EACH @ $99.99 N $399.96
027134552755
CEMENT RF PLSTC WET DRY 4-2358646
3.00 PAIL @ $64.99 N $194.97

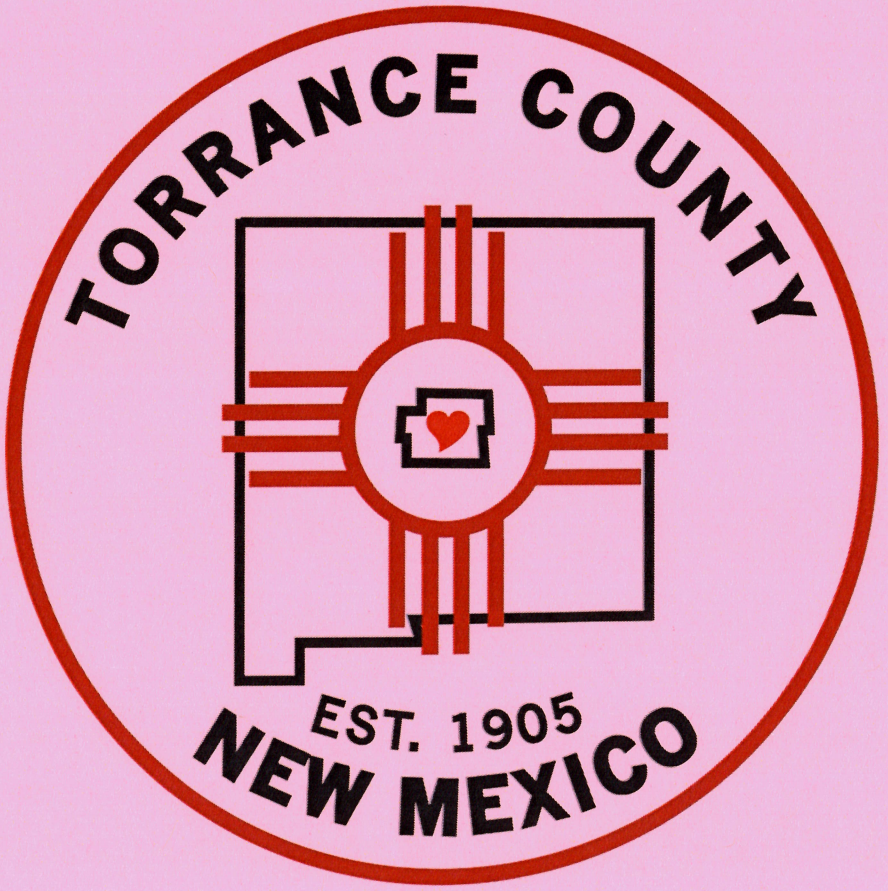
Subtotal: $618.90
TAX EXEMPT
TOTAL: $618.90

INVOICE: $618.90
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

(X)_____
MAINTENANCE

Thank You!
NO RETURNS AFTER 30 DAYS!

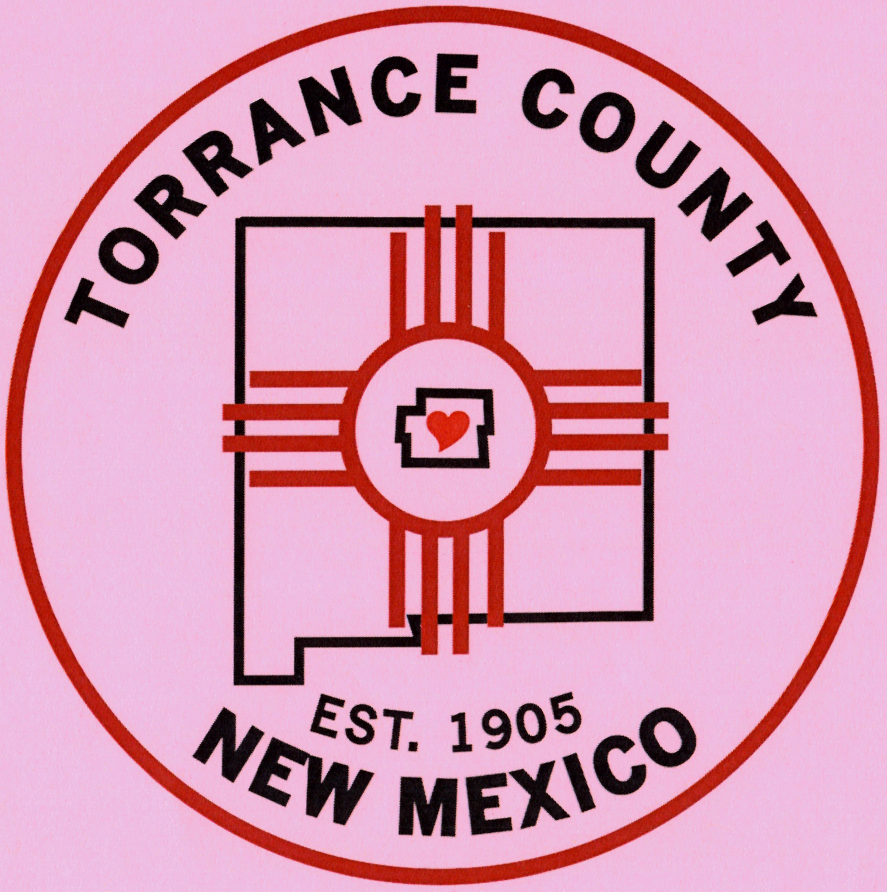


TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14 A

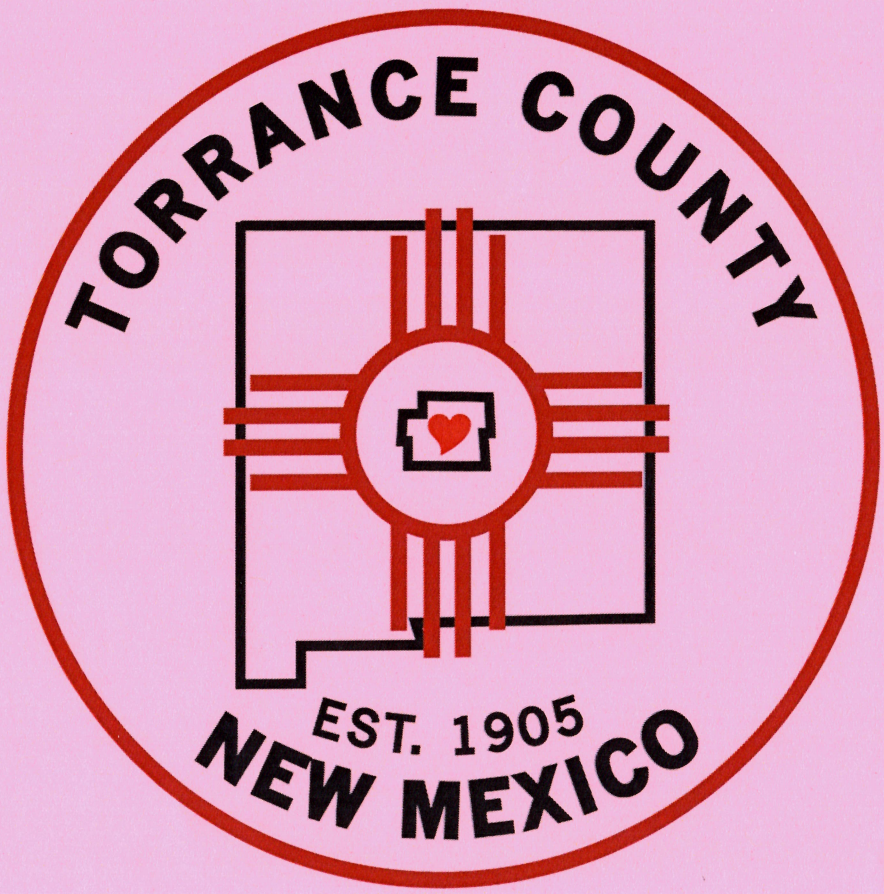
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 14B



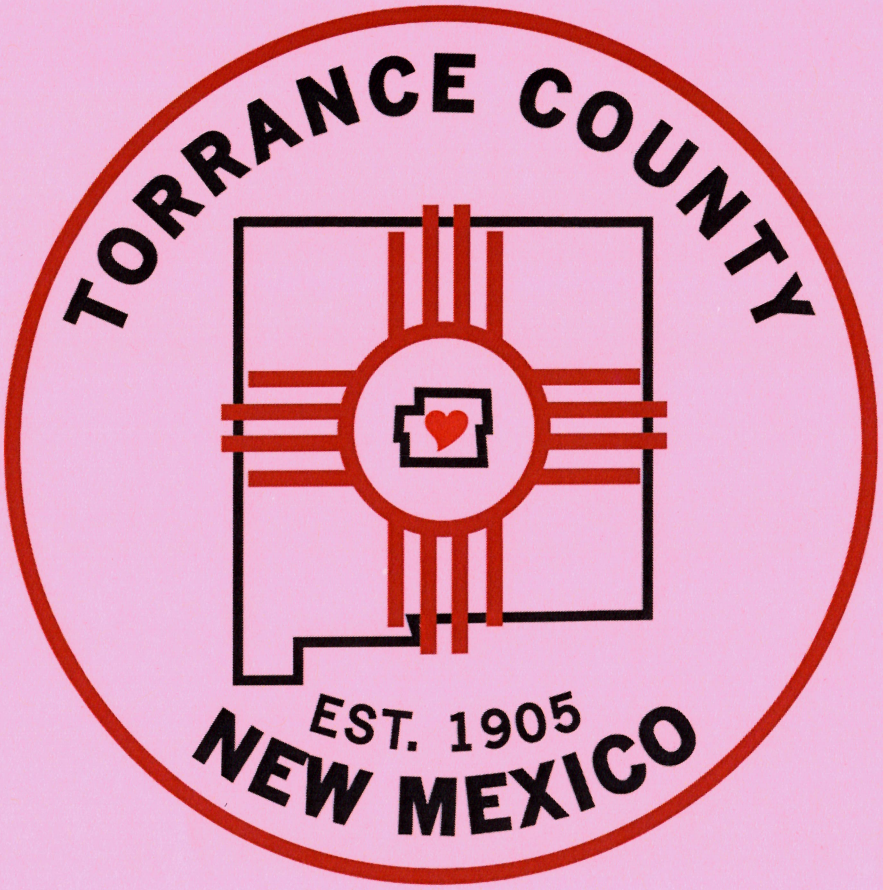
TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 15



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 16



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 17



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 18