



TORRANCE COUNTY
COMMISSION MEETING
September 10, 2025
9:00 A.M.

**For Public View
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 1



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 2



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

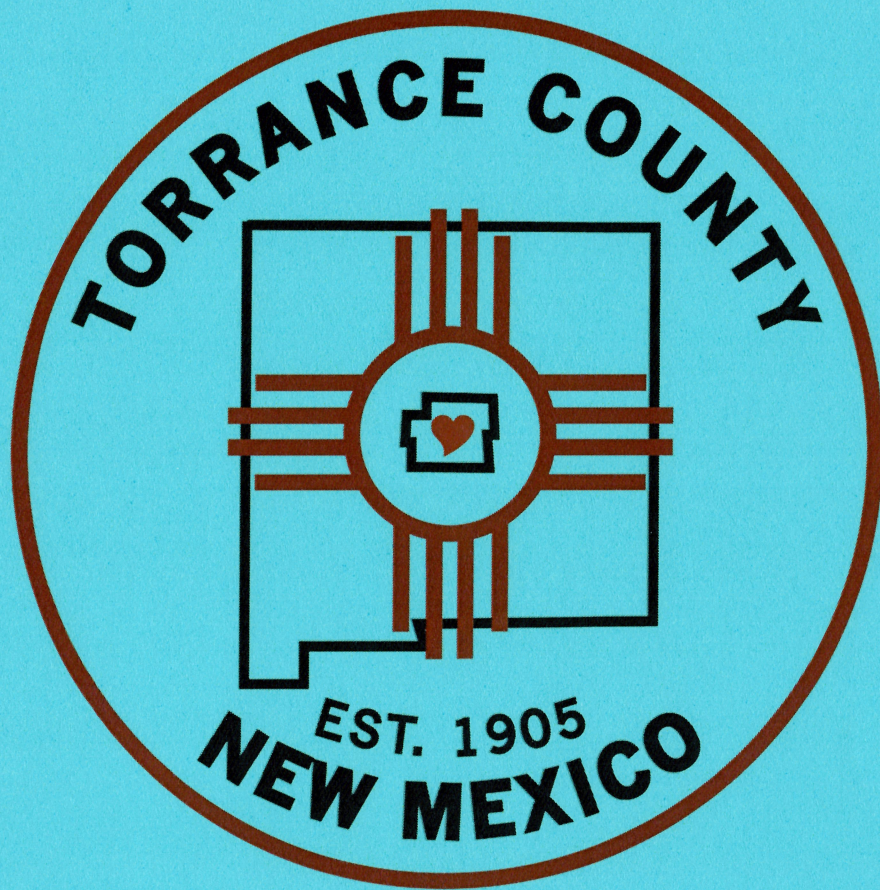
No. 3



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

Donald Goen

From: B Larson <billthepumpkinman@gmail.com>
Sent: Wednesday, August 20, 2025 3:49 PM
To: Donald Goen
Subject: Re: EBWPC reappointment
Attachments: image001.jpg

You don't often get email from billthepumpkinman@gmail.com. [Learn why this is important](#)

I am willing to serve .

Blessings to you + yours

Kind Regards,

Larson Marketing

On Tue, Aug 12, 2025, 7:06 PM Donald Goen <dgoen@tcnm.us> wrote:

Hello Bill,

At your earliest convenience please provide your letter of interest to serve another term as the Torrance County Agricultural Representative.

Regards,



Don Goen

Director

Planning & Zoning

505-544-4391

dgoen@tcnm.us

www.torrancecountynm.org

Office hours are



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 7



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 8 A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 8 B

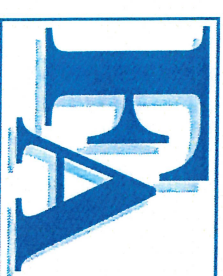


DISCUSSION OF A TORRANCE COUNTY PERMANENT FUND FOR EXCESS COUNTY REVENUES

**September 10, 2025
COMMISSION MEETING**

Rob Burpo. President

First American Financial Advisors, Inc.



PERMANENT FUND STATUTES

NM Stat § 6-6-19 (2024)

A. The local governing body of a county or municipality may **by ordinance** establish a local government permanent fund and a local government income fund.

B. The local government permanent fund shall constitute a fund in the treasury of the county or municipality into which may be deposited at the end of a fiscal year an amount of the unappropriated general fund surplus. The amount that may be deposited into the local government permanent fund is any portion of the unappropriated general fund surplus that is in excess of fifty percent of the prior fiscal year's budget of the county or municipality.

Money in the permanent fund may be appropriated or expended only pursuant to approval of the voters of the county as provided in Subsection E of this section.



PERMANENT FUND STATUTES

NM Stat § 6-6-19 (2024)

Earnings from the investment of the permanent fund shall be deposited in the local government income fund (aka general fund) in the treasury of the county.

Money in the income fund may be budgeted and appropriated by the local governing body for expenditure for any purpose of the county or may be deposited in the permanent fund.



PERMANENT FUND STATUTES

NM Stat § 6-6-19 (2024)

C. Money in the local government permanent fund may be invested by the local board of finance for the county in the types of investments specified in Section 6-10-10 NMSA 1978 and as specified in Sections 6-10-36 and 6-10-44 NMSA 1978, except as provided in Paragraph (2) of Subsection D of this section.

D. Investment authority for a local government permanent fund shall be as follows:

- (1) if the fund is less than forty million dollars (\$40,000,000), it shall be invested as other funds of the local government;
- (2) if the fund is forty million dollars (\$40,000,000) or over, it may be invested as funds of class A counties are invested...



PERMANENT FUND STATUTES

NM Stat § 6-6-19 (2024)

E. The governing body of a county or municipality *may* adopt a resolution calling for an election on the question of expenditure of any amount of the local government permanent fund for a specified county or municipal purpose.

The election shall be held within sixty days after the action of the governing body. The election shall be called, conducted, counted and canvassed substantially in the manner provided by law for general elections within the county or special municipal elections under the Local Election Act [Chapter 1, Article 22 NMSA 1978].



PERMANENT FUND STATUTES

NM Stat § 6-6-19 (2024)

If a majority of the registered voters of the county or municipality voting on the question votes for the expenditure of a specified amount of the local government permanent fund for a specified county purpose, then that amount of money shall be available for appropriation and expenditure by the county for that purpose.



PERMANENT FUND STATUTES

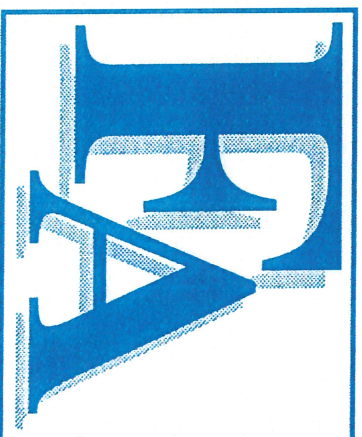
NM Stat § 6-6-19 (2024)

If a majority of the registered voters of the county voting on the question votes against the expenditure of a specified amount of the local government permanent fund for a specified county purpose, then money in the local government permanent fund shall not be expended or appropriated for that purpose.

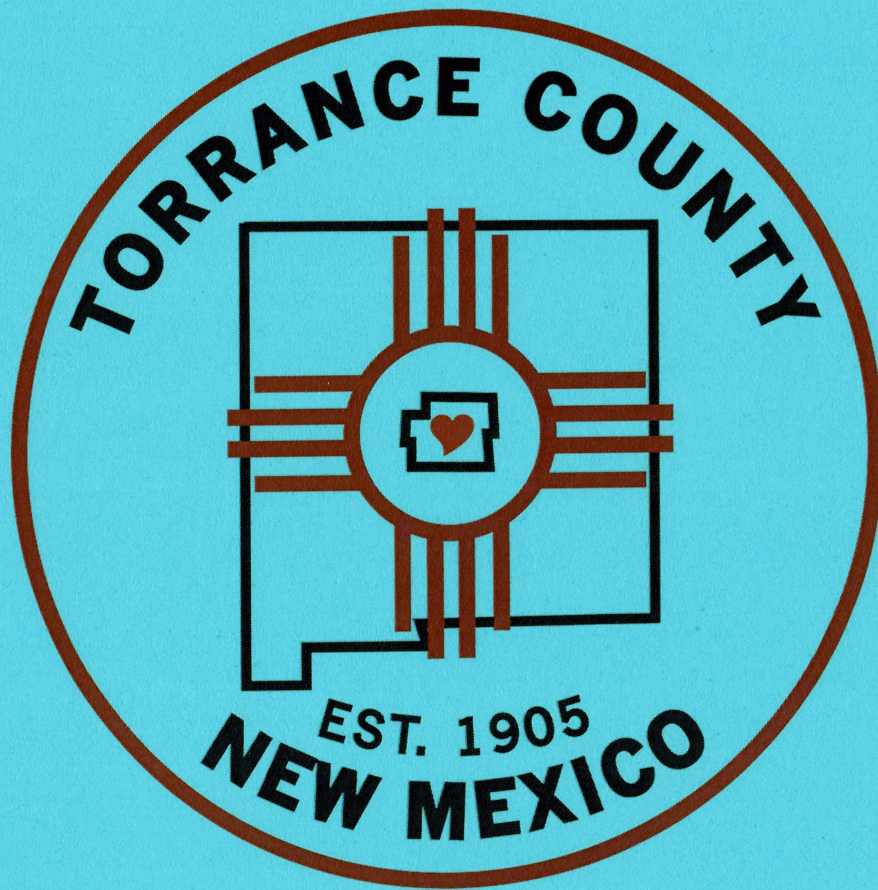
Following an election at which the question was not approved, the question shall not again be submitted to the voters of that county within one year of the date of that election.



**THANK YOU FOR
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TORRANCE COUNTY**



**FIRST AMERICAN
FINANCIAL ADVISORS, INC**



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 9 A

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
August 27, 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
GENELL MORRIS – ADMINISTRATIVE ASSISTANT III
DONALD GOEN – PLANNING & ZONING DIRECTOR

1. **Call the Meeting to order.**

Ryan Schwebach, County Chairman: Calls the August 27, 2025, Regular Commission Meeting to order at 9:06 AM.

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

Invocation led by: Kevin McCall – County Commissioner

3. **Changes to the Agenda:**

Misty Witt, Deputy County Manager: None

4. **PROCLAMATION:** None

5. **AWARDS and RECOGNITIONS:** None

6. BOARD AND COMMITTEE APPOINTMENTS: None

A. PLANNING AND ZONING: Request the Reappointment of Rhonda King for a Second Term as a Torrance County Representative to the Estancia Basin Water Planning Committee.

Rhonda King: It's a real honor to be here with you today. I have lots of fond memories of Torrance County when I represented this area in the legislature. I can remember attending the swearing-in of the Commission and other elected officials when my daughter Ashley was just about six weeks old. I came down with my father and daughter. Former Judge Jones swore me in that day, and now it's hard to believe that my daughter's going to be turning 21 in a few weeks. Time goes by quickly, but Torrance County is certainly special to me. I hold a lot of very fond memories of representing this area. I want to thank all of you, and I appreciate the opportunity to be considered to be reappointed to the Estancia Basin Water Planning Committee. With my background of growing up here and also representing this area in the legislature for 14 years and then being part of the farming and ranching community, I hope I can bring a perspective that will help the committee move forward in its mission, its goals that it has. Thank you today for allowing me to have the honor of your consideration to be reappointed.

Action Taken:

Ryan Schwebach, County Chairman: Motion to reappoint Rhonda King.

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

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

Lucy Lawarncce, Resident: It's entitled, "Bring it back and create anew." The County Fair should be fun. Attendance is way down, as we all know. Let's bring it back. Marketing is a major concern. I have done due diligence in that area. This is an example of what can be done and the information that can be put out. (held up a

poster). If you'd like to look at it closer, it is available. I would require access to information about past participants to entice them to return. However, there needs to be attractions. Livestock is wonderful, but there needs to be music, a dance for all concerned, even a DJ to get those feet tapping, interviews for winners of the exhibit hall, and even a dinner of some kind. People need to be acknowledged for their efforts, perhaps with stories about something creative that happened with their artwork. This can be done with an announcement in the schools, a short paragraph upon entry, and bios on some of the animals. Have a calling contest on cows and chickens, and pigs. Make one of those photo-op cutouts. Shoot the rubber ducky with a squirt gun and a water pond, or a Duck Race. Have an open mic. Bring in local musicians. I have found that if you pay them for food and gas, they'll come, pony rides for kids, corn hole, hula hoops, how to train your bunny for a litter box in the house, and a kissing booth. Bring in a carnival dunk tank, butcher paper with crayons for whoever can be creative, and be occupied in gunfights with foam balls, or laser tag. Learn cursive, or their signature. For those who do want to learn, learn to play poker with pinto beans and make little chicken hats for the winners. All of this, I believe, can be done by disseminating information through County and state radio, newspapers, and other media. The marketing person I have in mind can reach out throughout the County via email.

Tracey Master, Resident: Thank you to the Commission and County Manager for taking seriously the concerns involving Valencia Shelter Services and times when they have failed to assist our Torrance County victims of domestic violence. I saw the press release on Facebook yesterday, indicating that the contract had concluded, but that they would still be here for Torrance County residents. Interestingly, the first time VSS mentions Torrance County on Facebook is to say the contract is concluded. It's kind of like a bad relationship where she knows he's going to break up with her, so she breaks up with him first. Apparently, you can pretend he didn't know the Commission was already working on this and then spin a press release to say anything you want. I don't know where things stand currently for this, but I can say that through my own experiences, I never heard a complaint about the responsiveness of the DV program when it was operated in-house. Specifically, I would call an officer who told me that when the Jarah was here, everything went smoothly. You may want to consider the possibility of bringing her back and having things in-house with appropriate funding. Additionally, there are several former trained and dedicated VSS employees who might want to

continue trying to make a difference in our community. I appreciate you looking at the different options and being willing to do whatever. It takes time to provide needed services, and I still stand by to help. Thank you.

***Comments by Zoom**

Tiffany Wong, Innovation Law Lab: Played audio in Spanish.

Arial Prado, Innovation Law Lab: I'll read a translation of the recording that my colleague played. My name is Axel Alberto Carrillo Moreno. I'm a 22-year-old Salvadoran. Since my youth, I've always had dreams and goals. I've aspired to achieve through school and through church. My parents are pastors, and I've always been raised in the church. As part of that, I also studied music. I'm a musician, and I know how to play quite a few instruments, and as time went by, my Country denied me all those opportunities, through injustice, through racism, through abuse. That is the reason that I had to leave behind my dreams in my Country, looking for a new opportunity. I came to the United States, where everything was going well. For a while. I lived with my family, who live here, with my Uncle, Aunt, Cousins, and everything was going well. I started studying English to renew my dreams, which I had left in El Salvador. Everything was going well until the laws changed. I was detained by ICE agents, and in a very unfair way, I am currently being held at the Torrance County Detention Center. The guards discriminate against us. They treat us badly. The accommodations are very bad. The facilities are very bad, the water, I don't know what, but one feels like it's not good for your body when you drink it. The food doesn't sustain you at all. A lot of us detained here suffer from illnesses, and so we just pray to God that one day this will end and remain only a nightmare. Thank you for your time.

8. Department updates and Communication:

A. EMWT: Project Update

Bobby Ortiz, EMWT Regional Water: Amy May, one of our Board Members, and Donzel Worthington from Bohanna-Houston are here with me. We appreciate

the opportunity to give you an update on this project. These projects are finally getting traction.

Donzel Worthington, Bohannon-Houston: I'm pleased to be associated with the EMWT regional water. This was a presentation we did at the New Mexico Infrastructure Finance conference a few months ago. The Estancia Basin was declared in 1950; there have been a couple of expansions since then. It makes up a fairly large basin, 2400 square miles, a closed groundwater basin. Through those years, because of threats and concerns about water quality, there have been organizations, such as the Estancia Basin Water Planning Committee, the Estancia Basin Resource Association, EMW gas water division, and later, the EMWT Regional Water Association is the entity that's organized regionalization in conjunction with the Communities in the basin that are part of the EMWT organization. One of the reasons the State Engineer was concerned with this was because there was concern about depleting water. This was as of 2013: 5000 domestic, 1100 irrigation, 19 municipal.

Years ago, the EPWC concerns prohibited severe evaporation of water, protecting existing water rights, promoting sustainability, comprehensive programs, safe, high-quality water, and water management by a localized source. The timeline of what's going on for a while. It was originally in 2007 that the first PDR was done, and you'll see the timelines. It's had funding through Senator Bingaman, before the downturn of 2008, when the money went away, and since then, USDA has provided funding for it. Since that time, there have been three preliminary engineering ports completed, approved by the state, along with the long-range master plan and environmental reports, two of them approved by the state for this project and the long-range master plan. That all culminates in the most recent years with the New Mexico Water Trust Board funding. The biggest point of concern today is that in FY23, the association made an application to the New Mexico Water Trust Board for design and construction of the McIntosh port project, which is a public water system serving the unincorporated community of McIntosh here in Torrance County. That area has been underserved and has had failing water wells and water levels. The EMWT received a 100% grant of \$491,050 in the FY 23 funding cycle, which was actually FY 2024 before it was closed. That was a 100% grant for design purposes, with instructions by the Water Trust Board to get the design done. Then come back to the Water Trust Board for construction. As part of an application, the Water Trust Board requires some local match and some investment as far as a local match or participation of other funds. As part of that at that time for that FY 23 application, Torrance County came to the table with some support for that project in the form of an American Projects Fund application grant

money, a 100% grant on that end, which they were able to utilize for part of this, and one reason is that the Water Trust Board funds are not allowed for the acquisition and ownership of water rights, just for the water systems. Torrance County, with 100% grant funds, came to the table, and since then, has put together the acquisition of water rights for the project, which the Torrance County owns, and has purchased those and put them in place. It's being reviewed right now by the OSE would tend to do approval and to close that condition for that in and that also includes the funds to complete the rest of the design for the McIntosh project.

Linda Jaramillo, County Commissioner: What was the amount that the County gave?

Donzel Worthington, Bohannon-Houston: Approximately \$981,155. The most recent FY 25 Water Trust Board Foundation was for construction funds only, as the Water Trust Board had advised EMWT to come back to the table for \$14 million for construction funds to complete the work that was done with the previous awards for design and the grants through the County for water acquisition, water rights, and phase two design. That application has been approved in its initial application, it's in the process of closing now, and the award that's been awarded, that's being closed, looking at the final application, is \$14 million request through the Water Trust Board, at 90% grant. The three funding allowances so far that have been either awarded or are in the process of being awarded for this project. The first two were under a percent grant. The last one is a 90% grant. Of this entire project, less than 10% is money that would require debt service for repayment. In the bylaws of EMWT, when Incorporated, it has been updated since then and has been based on the concept that the work, if completed and happens, would have to be based on there being competitive rates for the users in that area to subsidize to pay for this through a subsidy on that end. At this point, it appears that's on track to make that happen. We are looking forward to finishing up the third. 60% plans are complete and will be invoiced in one or two weeks and are completed as well. They are anticipated to be completed before the end of the calendar year. The calendar year and the Water Trust Board have given us an extension through March of next year to complete this and keep the project moving, and be ready to go to bid. In which case, they anticipate the construction funds to be available by year's end as well. We can move right to the construction of the full project and the implementation of it at that point. We're ongoing with EMWT to continue to have meetings to address concerns or questions that people have.

The generalized layout of the system changed slightly. This was out of the preliminary engineering, but the tank location had moved a little bit of the well, if it's supported, which is a pipeline from the Willard area to Moriarty area, the 41 corridor that could convey water for the various water users to provide, to move water as needed when someone's out of water, for instance, when Estancia was struggling with water here lately. In that case, you could move water sold or leased through that pipeline. We had a meeting on this last week with a new organization through the Drinking Water State Revolving Fund, and they expressed that they liked this project and would really like to see some participation in it at a 90% grant, which suddenly makes it very viable at that point. If that's something that is wanted. The last estimate on that one is approximately \$30 million. It's gone up since that, although in the last six months, we're seeing a little bit of stabilization in our bid cost. We're hitting some bids pretty well, having some contractors come in under our bids and awarding some a little more competitive bids than we've seen for two or three years now, which is positive.

Bobby Ortiz, EMWT Regional Water: In this particular phase of the project, we may or may not be able to get funding for the full corridor, but we can develop a phased approach to it and knock off chunks of the time and eventually connect these communities for some redundancy in the water system. That's the goal.

Donzel Worthington, Bohannon-Houston: We meet this week with the Drinking Water Bureau's new division that's in the recent regionalization money. They do have 90% grant money available, and they like pipeline-connected projects, and this could be phased as funds are available to keep it affordable. Most people who look at this have wanted to look at the regionalization activities. That's been one reason that the Community and the area have gotten so much grant money; it's happened that we have ongoing issues. Unsolicited queries for people wanting to sell water rights. There's a surprising number of people who contact and do that. Private water systems like EMWT have been approached by PRC in recent weeks and months to look at possibly helping them out to take care of some of their concerning water systems in the area. They could be a milestone to help them make those happen. We've had unsolicited requests to take over ownership and operations of existing private water systems. EMWT has recently acquired, and the process to acquire another local water system that has had challenges. We'll be looking at additional funding through the Water Trust Board to implement improvements for those systems, if they are acquired. Local, established private systems are in the process of purchase by EMWT, or, in some cases, gifting, because there's no one prepared to operate or run those systems. There are the local established private systems, or negotiation for conveyance. There's been a lot of

interest in this regionalization. We get more calls and several meetings with the PRC and people in the state who are asking if the EMWT might be in place to help assist some of these underserved or systems that are failing or struggling. There are excerpts from the set of plans from a while back. The plans are much more advanced, and we still anticipate our deadline with the Water Trust Board is to be out for bid by March 2026. We anticipate making that before the end of the year, and that would be to move forward with a bid for the full project. Work with phase one, phase two, and have the system and operation, ideally, if everything stays in place and works perfectly. Late 2026, early 2027 is when it should be complete in the operation.

Bobby Ortiz, EMWT Regional Water: EMWT has acquired Homestead Estates north of where we are already in the business now. We're selling water. We're still working through the hoops of the PRC on that; they're working with us, trying to get that conveyed over EMWT 100% on the PRC side of the regulatory side. We are reading the meters. We're managing it. We're operating the system. We've got a water operator working with us. Ed Cardenas is helping us out as well. We are also getting ready to close on the Sunset Acres subdivision, Northwest of Moriarty. The first agreements are in place; now we're getting the attorneys together to get the closing scheduled and get all that completed. We have been approached by EMWT with the PRC in regards to Melody Ranch. We all know what the situation they're in there. I've been speaking with Jordan Barela here at the County, we've been working together, setting up meetings and getting some discussion going. We had a Board Meeting last night, and everybody agreed that we can start doing some due diligence on that to see if it's something that we want to take on. It seems like a good fit for us. I've spoken with the folks from Melody Ranch, and they're amenable to donating the system and the water rights. We understand the situation, and we need to get water there, whether by drilling a new well or a pipeline to another well. We need to take a step back, make sure we understand what the system is comprised of. We've had Bohannon Houston do some tech memos for us on other Homestead Estates and Sunset Acres that we go in and we pothole, and we look at the conditions of the lines. We try and get a good understanding of what type of valves they use, make sure they're zoned correctly, so we can isolate problems if we have them. We want to look at the tank condition, etc. We would also like to see if the well may be able to be drilled deeper, and we can utilize that for the interim. We're looking for some money to take to do that due diligence at this point. The discussion is moving forward.

One of my daily chores today is to get a hold of the PRC and let them know that we are interested, and we're going to move forward with some due diligence on

that and see what we can do to help. This is not going to be an overnight solution. If we do decide to move down that road would have to go through the acquisition component of it, which is not too difficult; we've done it in the past. We have some templates in place. We'll need to work with the state agencies or the federal agencies to try and get funding for that. However, we're going to get water to that system. It's not going to be a one-month solution, maybe six months. I can't give you a timeline, but we're pushing as hard as we can.

Ryan Schwebach, County Chairman: The reality is that Melody Ranch has been without water for six months. It's been a long time. Is there any way that we can speed that up? I agree with due diligence. But if due diligence comes out, yes, this is something EMWT wants to acquire. What do we have in place? Do we have to wait for a monthly board meeting? Do we have an operator that can move forward within parameters? What does that look like?

Bobby Ortiz, EMWT Regional Water: We can call special meetings; we have to advertise correctly. We do plan on expediting this as much as possible. The reason I put the big timeline out there is that on the grant side of things, we're working with whatever entity we're going to apply to. The state can give us a commitment, we're going to give you this grant. They'll get a grant. They'll do this well, they'll say, "Well, you can apply for that grant, and hopefully you get it". I would figure, under the circumstances, they would get some political push to help push that through, but that takes time. One way the County could help would be to potentially fund some help in some way, and then, with the thought that once we get the monies in place. That's a gamble on the County's part, because we don't know if we're going to be awarded any grants at this point.

Ryan Schwebach, County Chairman: I think that's something that needs to be talked about. EMWT was modeled after EMW Gas, which is a nonprofit. What makes us unique is that you're bound to the cost of production. Just like the County can't put in a negative budget. You can't put in a negative budget, but you can't retain profits either; you're limited. Rates could be evolving once more customers, in theory. That's what happens with EMW Gas. They expand it and the cost, and the list goes on and on. That's a huge advantage. You also have access to low-interest loans from PRC, from USDA, and from different entities that a private entity would not have access to. Is that correct?

Bobby Ortiz, EMWT Regional Water: Not PRC. I don't think the PRC is a grant, but any state or federal agency, yes. The grant that we got from the Water Trust Board is a point two and five percent, quarter percent; they do have very

low-interest loans. In working with the PRC and Med, they've given me a list of state agencies that I believe would try and help out as much as possible and get us the financing of money in place. It takes time to do that. If we decide to move forward with this, we can work with the County and potentially come up with a solution to get the funding up front. Once we get that funded from a different source, we will pay back the County. That may be an option for Melody Ranch. Between Donzel and me and the other board members, we put a lot of time into this. This has been a long time coming, but we're getting some traction, and we appreciate all the support we've gotten from your board and you all.

B. PMS: Annual Program Update

Angela Coburn, PMS Coordinator: We're here to provide an annual update for the Senior Program. In FY 25, we served 40,710 meals between home-delivered and congregate. We're still struggling a little bit to get clients back into the centers following COVID. They got attached to the grab-and-go pick up their meals, but we're continuing to work on strategies to get them back in the door. Any help you can give us to share that information, we would certainly appreciate. In your packet. You have a copy of our financial statement, which is also something that we provide to AAA. Greg is my Financial Manager, is here to answer any questions that you might have about the document.

Kevin McCall, County Vice Chair: Currently, we don't pay anything for janitorial; we're not doing the service ourselves.

Angela Coburn, PMS Coordinator: At the time, we entered into the initial contract for the janitorial services, which was probably six years ago. The County staff was doing it, but there was only one person, and so it was really tough for that person to make it fully around to all the sites. We entered into the agreement initially, and what we do is we just pay one of our staff a couple of extra hours a week to do the deep cleaning at the centers.

Mountainair is our largest participant. They probably get anywhere from 25 to 35 a day. Estancia is very up and down. They can be as low as four, up to 15 or 20. Moriarty is a little more stagnant because we haven't had a full staff. We're open fewer hours, but I would say it's probably on average 15-18 hours a day. It's a congregate setting that gets one meal a day. Home-delivered get a hot meal, and then on the weekends, they get two additional meals for the weekend if they need

their daily recommended nutrition. We've done a couple of split routes. This was something that was implemented maybe two weeks ago. That's when Lisa started doing those routes, because there are not enough hours in the day and time in our delivery window. This is every day, but we ensure they have a meal every day.

Kevin McCall, County Vice Chair: You are intercepting all of our long-term and aging funding. This \$40,000 is an addition to that to provide the services that you need.

Angela Coburn, PMS Coordinator: In all transparency and as a good partner in the County. PMS is looking at all of our contracts, because we currently contract in three Counties, Torrance, McKinley, and Catron. We notified AAA that mid-year, we're going to have to do a review to see where we're at, because we can't continue to lose dollars, and we appreciate and it's on the agenda. A while later, the \$30,000 that Commission has approved for this year to help offset some of the costs, but some very basic information that I want you to be aware of is that our funding back in FY16 was about \$389,000, which is what we received from AAA. 10 years later, we received \$438,000, in 10 years, where we've increased meals by almost 2000, we've had a \$40,000 increase from AAA. We would request that we continue to be strong partners, that you advocate at the state level for Aging and Long-term services funding, because it's not enough. There are a lot of programs across the state that are closing because they don't have the funding. We're glad that we have the PMS umbrella to help subsidize some of this. In the hard economic times, PMS is also struggling at the clinic level. Our cost of doing business has gone up. Our reimbursement rates have stayed the same. I wanted to let you know that we will be reviewing the year of our contract and whether we will renew that contract with AAA. We hope we can continue to work and find other, other ways to help subsidize the program, because if this program doesn't fit into the PMS mission, I don't know what does, and so I implore you to talk to anybody.

Ryan Schwebach, County Chairman: What is the shortfall projected?

Greg Smith, Financial Manager: The actual income statement this past year that ended June 30 was one of the better years that there's been fiscally in as close as PMS has been to the black as possible, and that shortfall is still \$7,600.

Ryan Schwebach, County Chairman: That includes the \$30,000 that the County gave last year?

Greg Smith, Financial Manager: No, sir, we did not receive \$30,000 from the County. As Angie mentioned, the difference we were cut in budget this year versus what we received last year by AAA federal dollars is essential in remaining. The same, but the state dollars, which are House Bill 2, changed drastically. We also received \$40,000 from Senator Stefanics's GRO money. We had understood initially that that was going to be \$40,000 over two years, but we received notice mid-year, January this year, that it all had to be expended this year. That brought that dollar amount closer to that zero budget, which we look for, but we don't have that this year coming. We are losing approximately \$80,000 from last year to this year, and that is before we finish our budget, because our budget year is the calendar year. We're right in the middle of doing our budgets for our FY26 coming up, and the initial shortfall is \$80,000, but I believe it's going to grow from that. For example, insurance is going to go up 7% and within that, the big thing that we don't add into our budget because AAA asks us not to put it in. These are our indirect costs. Our indirect costs are approximately 10% to 12% of the total expense. The total expense is going to be close to \$600,000; we can add about another close to \$60,000 on top of that. I won't know that until everything's approved towards the end of this year, the calendar year. That's when the reevaluation was done.

Ryan Schwebach, County Chairman: The \$80,000 shortfall includes operational and cost of goods, total \$80,000 shortfall?

Greg Smith, Financial Manager: That's correct. Torrance County only.

Angela Coburn, PMS Coordinator: We had a full-time lobbyist; he just retired. We have not hired yet; he's still a friend of PMS, and he will talk to anybody who will listen. Larry Martinez was with PMS for many years, and he lobbied, and he will continue to do so. We all have good relationships. We communicate and send them updates and information. We invite them to come to the programs. Senator Stefanics is probably the closest relationship we have, because she's been involved in this County.

Kevin McCall, County Vice Chair: As I'm there, I will advocate.

Angela Coburn, PMS Coordinator: We appreciate the partnership with the County.

Ryan Schwebach, County Chairman: Your budget starts first of the year, you'll have final budgets by to end of this quarter?

Angela Coburn, PMS Coordinator: Yes.

Ryan Schwebach, County Chairman: We need to have another conversation in November, where we can be prepped on what that final budget looks like, and get it to the legislation. Get with Misty, make sure we have those numbers in front of us.

Kevin McCall, County Vice Chair: I'm concerned about this program.

Greg Smith, Financial Manager: We will finalize our budgets for calendar year 2026, mid to late October. All that reporting will be available mid to late November.

C. DWI: Annual Program Update

Myra Luna, County DWI Program Coordinator: I started working in my position on February 10 of this year. In the first four and a half months, I completed over 20 trainings related to my job and how to enter information into the systems that the Compliance Officer uses to enter offender information. I've attended several meetings, monthly, such as the Criminal Justice Coordinator Council meeting, Estancia Valley Youth and Family Council, Teen Court, Partnership for Healthy Torrance County, DWI grant council meeting in Santa Fe, and DWI court. I've organized two DWI court planning council meetings; the next public meeting is September 4, in Moriarty. I attended the Community Alcohol Prevention Summit in Albuquerque and DWI Day in Santa Fe. I've gone to over 20 businesses in Moriarty, Estancia, Willard, and Mountainair to provide posters, brochures, coasters, and other items with DWI prevention information and to advertise a Smart Choice ride van. Then I've attended 12 Community events. There have been school events, Estancia High School Reach Day, Mountainair High School prom, and Mountainair School District field day. At these events, we had tables where we provided free information, brochures, and promotional items like pencils, frisbees, etc.

In FY25, we've spent money to advertise a smart choice van ride on Radio 102.1, and we've had ads in the Independent newspaper. There's a new billboard on I-40 behind Arby's restaurant. We partnered with Law Enforcement for FY25 to pay overtime for DWI-related checkpoints, patrols, etc. We spent approximately \$22,235 on that over the last couple of months. I have been assisting the Misdemeanor Compliance Department during their vacancy. FY25, our grant was

\$100,000, \$58,215.52 was awarded in a special application as a result of FY24 reverted monies. Our distribution was \$102,682. Our distribution for FY26 will be about \$200 less. Our grant has been reduced to \$96,000. Most of the money used in FY25 was spent in the fourth quarter. I try to utilize our money as much as possible, and we ended up returning \$69,622. Most of that money was for Smart Choice van overtime, \$7,570, \$10,000 for out-of-state travel. I'm trying to learn the job. \$26,000 in contractual services. \$22,295 in employee benefits.

Our goals for FY26 are definitely to expend as much money as possible and to ensure that monies for treatment are spent for offenders, as treatment greatly helps reduce recidivism. I have a meeting next week with Chaplain Gary from Torrance County Detention Facility to set up classes there with an evidence-based curriculum for inmates who are there because of DWI or DWI-related offenses. A lot of them are domestic violence-related and start NAA meetings at the facility. I worked there for six years. I know that can be something that can work. We are attempting to find and purchase a Smart Choice van. The one we have has over 229,000 miles. The lights are going on, and the inside is in very poor condition. Ruben took the van for a diagnostic, and we're going to work on getting quotes for repairs. In the meantime, for FY25, we had approximately 43 riders; so far, for FY26, we have had 24 riders. Ridership is up. I think the advertising and getting the word out are helping.

9. APPROVAL OF MINUTES

A. COMMISSION: Request approval of minutes of the August 13, 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. APPROVAL OF CONSENT AGENDA

A. FINANCE: Request approval of payables with date range August 07, 2025, to August 20, 2025.

Action Taken:

Linda Jaramillo, County Commissioner: Motion to approve payables.

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

11. TORRANCE COUNTY BOARD OF FINANCE

A. TREASURER: Treasurer's Board of Finance Report and FY25 Bank Reconciliation Update

Kathryn Hernandez, County Treasurer: For July, all accounts are current and reconciled with the bank. Except for the Main Account and the Tax Account. The Main Account reconciliation is approximately 99% complete. The only thing remaining that we have is that it involves two deposits that Finance entered, which are under the online items. It's caused the deposits to post on my credit during the end-of-day closeout. I have already discussed this with Misty; however, neither she nor I has been able to resolve the correction. I currently have about 20 open tickets with Tyler, and I've stressed the urgency of this matter through multiple follow-ups and emails. We have not received any resolution. On the Tax Account, I have Franchesca, Carol, Sharaya, and myself working diligently to complete the reconciliation as quickly as possible. Have a large item from the prior fiscal year that we've not properly posted out, and we are currently working with both the bank and our folks to ensure balances are accurate and aligned. This is a priority, and significant progress has been made with it. This afternoon, at 4:30, we have a meeting with the Auditor, Justin, and Misty. That concludes my update. I'm happy to answer any questions.

Ryan Schwebach, County Chairman: We're almost done with last year's?

Kathryn Hernandez, County Treasurer: Yes.

Ryan Schwebach, County Chairman: How are we doing on this year's?

Kathryn Hernandez, County Treasurer: We can't reconcile till the others are done. The system only allows one year at a time, but it's not going to be an issue. Probably going to take me two days to get it done. Justin will show us how to upload the numbers.

Ryan Schwebach, County Chairman: Where does this put us with the state and our budget?

Misty Witt, Deputy County Manager: Thus far, we have not submitted the FY 25 Q4 reporting, nor the FY26 final budget. I have been transparent with DFA. I let them know that it's not getting submitted by the deadline. Obviously, the deadline has passed. We have, however, received three follow-up letters from the DFA thus far inquiring about the submission of both of those items.

Kathryn Hernandez, County Treasurer: If we reverse anything in the system, it can mess up more than we anticipate. That's why we need Tyler to make sure we do it accurately.

Misty Witt, Deputy County Manager: We have spoken with a few different technical support people about these two transactions that Madam Treasurer is referring to. They have given us some partial solutions, but it doesn't fix the whole problem. They told us how to do journal entries, but it doesn't fix the invoicing side. We're trying to get with Tyler to get both sides of that program. We fix one side, we have to fix the other, and that is where we're having the whole depth is, getting both of those sides of the program to match.

Ryan Schwebach, County Chairman: Until that's fixed, you can't reconcile anything, now?

Misty Witt, Deputy County Manager: On the main account, she cannot close reconciliation until those two transactions are done on the Tax Account, which is independent of those; they can continue to work on and reconcile in the meantime, which is the bigger task at hand right now.

Kevin McCall, County Vice Chair: On the three letters we've gotten from the DFA, are there any consequences?

Misty Witt, Deputy County Manager: We haven't yet; however, the most recent inquiry they sent was from their Department Head. It is escalating rather quickly. I

assume, now that the top of the DFA is involved, we will probably start to see a little bit more.

Ryan Schwebach, County Chairman: What can we anticipate?

Misty Witt, Deputy County Manager: That's to be determined. I know one of the biggest impacts, especially with DFA, was not to release future funding. That could be one consequence, funding from the state if we don't get our final budgets, and obviously, audit findings are another consequence that it's going to happen. It'll also put us in a bad light. There are a lot of funding entities for grants that call the DFA for references on Counties, and as long as we are not current, they will not provide a good reference for even outside funding sources outside of the state. It'll really start affecting the incoming funds. If we don't get this reconciled.

Ryan Schwebach, County Chairman: We're thinking maybe after this meeting today, you're going to get your answers?

Kathryn Hernandez, County Treasurer: I hope I'm going to continue on them. I go on to the chat on Tyler and watch all day for a response.

Ryan Schwebach, County Chairman: Have you looked at a different way to close it out? If we get a glitch on a computer, is there any other way to do it?

Kathryn Hernandez, County Treasurer: We can try it. We can do the reversal on it.

Misty Witt, Deputy County Manager: We did reach out to the local Tyler team. They have a Tyler tech team in Albuquerque. However, they told us they're not assigned to our account, and they can't help us. We have tried to escalate with Tyler. We just kind of get the run around on that.

Ryan Schwebach, County Chairman: I think we need to look at an alternative way of filing it, and we need to put Tyler responsible of it. If we can talk to the DFA, we're talking about two entries. Surely we can figure that out on hand in the ledger in front of a piece of paper and an affidavit, can we not?

Misty Witt, Deputy County Manager: I think at this point, we have an option to either reverse them or do a journal entry; it would probably mess up the accounts

receivable side of the outstanding invoice. I think the worst-case scenario on that would probably be an audit finding.

Ryan Schwebach, County Chairman: Is that better than possibly not receiving funds?

Misty Witt, Deputy County Manager: I would say yes. I think we're looking at about \$4,000 between the two transactions.

Kathyrn Hernandez, County Treasurer: I can go to the office and probably do a reversal now.

Ryan Schwebach, County Chairman: Reversal, what does that mean?

Kathyrn Hernandez, County Treasurer: Reverse it out of the system and try to push it to the current location. Because it was closed out with the end-of-day process, with the staff. When the deposit was brought into the office, it combined the entire end of the day, and the numbers might not balance.

Ryan Schwebach, County Chairman: The consequences of that accurate reconciliation on dates, which would be the audit finding. If we document that we knowingly do this, we backed it out. These are the correct dates. It's no different than procurement, and the dates missed the closing date, and it comes before the Commission. We approve it. Can we not just do something like that? We know what's there. We have a system that is not allowing us to do this. It is ridiculous. If we need to bring it before here and have the Commission sign off on it, saying we're aware of it, I don't know. There's got to be a way.

Linda Gallegos, Chief Deputy Assessor: Have a comment regarding Tyler. Interestingly, the Treasurer's Office can't get the support from Tyler. I'm surprised that they're not getting the support from Tyler that they need on the financial side, because certainly, as far as the Assessor's Office goes, we have that support. We have contact people, and whenever we have an issue, a ticket is turned in, or a phone call is made, and they assist us. I find it interesting that on the finance side that Tyler isn't assisting and they're not returning phone calls or providing the support that they're being paid to give us. I know who our contacts are. I don't know if they're the same contacts for the Treasurer's Office or not, and Misty is saying no, but, interestingly, we have the same software, but different support systems, one that assists.

Ryan Schwebach, County Chairman: Are you aware of all these tickets? Are you in the middle of this in the Manager's Office?

Misty Witt, Deputy County Manager: I do not see the ticket submitted on behalf of other departments. Madam Treasurer has let us know that when she submits tickets, she's working with Tyler and putting in tickets, and then making calls.

Ryan Schwebach, County Chairman: I'm going to want to bring the Manager's Office in on this. It's nothing personal. We need to get this fixed. Whether it's with Tyler, whether it's with the office, I need verification that these tickets are going through, that there are no calls coming back, that the emails are going through, and some answers.

B. FINANCE: Finance Department Board of Finance Report

Misty Witt, Deputy County Manager: You are now receiving monthly updates with the Board of Finance from the Treasurer's Office. I felt it may be appropriate and proposed to the board to provide a finance update monthly. This is an evolving report. Please give me your feedback. Tell me if you want more information or less information. What we've started with this month is a budget versus actual synopsis for July. As the reconciliations get caught up. We will plan to add revenues, budget versus actual, to the monthly reports as well. On page one of your packet, I tried to put together a summary for the General Fund, Road Fund, Fire Administration, Emergency Management, County infrastructure, and Dispatch. I tried to give you a summary of most of our meat and potatoes for the operating expenses and personnel expenses, excluding Special Funds. I wanted to open up the transparency for the Commission for the public and staff about where we are as far as expenditures in the budget. For example, in the General Fund, I included the personnel expenses. We've used approximately 10% of the personnel expense budget. Then, Operating Expenses, we spent about 12% of our Operating Expenses out of the General Fund. Each one of those categories you'll see on page one is the same sort of formula, just so that you all can see where we stand on pages two and three. I gave you the breakdown, including special funds, in case you wanted to review those as the Commission. Of course, most of those special funds are going to be grant-funded, or they're going to be things like the Clerk's fund that can only be spent on certain items for the Clerk. They're not part of our General Operating Budget, but that is provided if you would like to see that. Lastly, I provided an Account Summary breakdown, so that will show you by IGL, by department,

where we're at, as far as the expenditures budgeted versus the actual amounts thus far for July. As time goes on, if the Commission can tell me if this would be of interest to you. I do plan on providing presentations, probably not monthly, but every about cash flow projections, especially for investment, the main decisions, and investment committees, etc. I'll start providing cash flow projections. I also want to do projections as far as overall budget, revenue, expenditures, and where we're at, percentage-wise. I think that'll help in budgeting decisions going on, to get that actual dollar for spending 80% of our budget and zero goes on, whatever that looks like. I would like to start doing some trend analysis from the economic side of things as to where our GRTs are coming from. What industries are they coming from? I'm going to take a little deeper dive into that and try to do some GRT trend analysis for the Commission.

Linda Jaramillo, County Commissioner: I think that's a great idea, especially for me, learning the budget, and instead of waiting till the end, when we have to approve the budget, we can be familiar all the way through. I appreciate this.

Ryan Schwebach, County Chairman: I like it, it will help.

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

13. ADOPTION OF RESOLUTION: None

14. APPROVAL/ACTION ITEMS

A. MANAGER: Request Approval of Task Order No. 2 for Bohannon Huston for the McIntosh Water Rights Evaluation, Amending Bohannon Huston's Scope of Work, and Reallocating Existing Appropriations to Additional Services Related to the Acquisition of Water Rights.

Jordan Barela- County Manager: Donzel Worthington is here with BHI, who can answer questions. BHI has provided the County with task order two, which essentially amends the scope of work for the initial project, phase two project of

the EMWT project that they've been working on, and the purpose of this amendment is to change the scope to add additional work related to the acquisition of the water rights. That additional scope of work would include meetings with the OSC, with the project owner, looking at potential hydrological studies and land acquisition to acquire property for the well from Mr. Larson, as well as additional work related to the protest and help the County navigate that process. In total, the change in scope would amount to about \$26,285, which is not new money for the project. That's just reallocating money that's already been appropriated to different functions related to the project.

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. FINANCE: Request Approval of a Memorandum of Agreement Between Torrance County and Presbyterian Medical Services, Allocating \$10,000.00 in Janitorial Services Funding and \$30,000.00 in Food Services Funding for FY26.

Misty Witt, Deputy County Manager: I want to point out the changes for transparency for the public. The last paragraph on page one has changed. It changed from what it said. PMS has agreed to provide all necessary meals and delivery for Senior Citizen Centers for the period of July 1, 2025, through June 30, 2026, for the amount of \$30,000. That verbiage was changed to say for the period of July 2025 through June 2026, or until the \$30,000 is fully expended, whichever comes first. Similar language was included on page two, item three, to add that in there, whichever comes first of \$30,000 being fully expended, or for FY 26. That was a request of the PMS legal team.

Kevin McCall, County Vice Chair: I don't like that first page where they can stop services after \$30,000 is expended; that could leave our citizens high and dry. Could it not?

Misty Witt, Deputy County Manager: It could. The initial agreement said that after the \$30,000 was expended, PMS would be liable to cover those additional

expenses. As PMS presented, they don't have the funds to cover the additional expenses, which is why they requested the change to the agreement.

Kevin McCall, County Vice Chair: I assume they'll be diligent with money, but nothing says they have to. That could be months, weeks, that our citizens, our elderly citizens, go without eating. You have to sign a contract that says you will go from this calendar to this date to this date with the services.

Ryan Schwebach, County Chairman: I agree with where you're coming from, because what this essentially says is there's no guarantee there. Taking this \$30,000 budgeting out throughout the year, there are just no options for I get what they're saying; they may or may not be out of funds. It doesn't mean we just throw \$30,000 at it and we have no services. It's tough to do when you don't see the full projection they're getting close to.

Kevin McCall, County Vice Chair: Another troublesome thing is that they were here, and they left.

Ryan Schwebach, County Chairman: I want more discussions on this. PMS has done a good job. I think they are short on cash, like everybody else. I alluded to this when I was visiting with them. I don't know the entire funding mechanisms, and I don't have the confidence that this is all we've got. I feel like they're looking at the County to fill in the gaps, which may be the only option, but I need to feel comfortable enough that all other options have been exhausted, and I don't have those answers. In the verbiage of this, they could essentially spend our \$30,000 in two months, and services cut for the remainder of it. We have no control over those funds. If they spend the \$30,000 after they spend their funds on a budget that we look at, then they give us, and we say our \$30,000 is going to cover the last two months of the year, we can look at that. We can look at bringing it down, as long as they're up to \$30,000 on a monthly payment, as long as they're providing services. We need some verbiage in there to stretch that out. I also want to talk to AAA and all the other players.

Michael I. Garcia, County Attorney: One thought is maybe to have the expenditures every month, so that it doesn't get all spent at once. We could maybe put some wording in the contract.

Ryan Schwebach, County Chairman: The other thing, if they come up with funding and they're willing to do a 12-month contract, and that might change once they finish their budget, that's their preliminary projections. The verbiage of the

contract does hinge on their budget and what those services look like, because if they're \$80,000 short, what does that mean? I think we need those answers before we sign a contract.

Jordan Barela, County Manager: In terms of my discussions with PMS, that is a variable. I think there's still a lot of unknowns in terms of the final funding that they're going to get and how to approach it. Based on initial conversations, they indicated to me they'd probably be two months short of funding at their current operations. But what that means, practically, was still kind of up in the air as well. Do you stop services for two months? Do you cut back services throughout the course of the year to ensure that you're functioning for a full 12 months? What are those services, and what does that look like? I think they were still trying to work out some of those items internally.

Action Taken:

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

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. EMERGENCY MANAGEMENT/MANAGER: Request Ratification of the State Homeland Security Grant Program Application in the Amount of \$155,000.00 for: (1) Law Enforcement Training, Travel Expenses and Overtime Costs, (2) Unmanned Aircraft Systems, (3) Mobile Radio Accessories, (4) Generators, and (5) Base Radio Systems.

Samantha O'Dell, County Emergency Manager: The reason we're requesting ratification on this application is that this grant was released from the state on a Friday afternoon with a deadline of Wednesday. We went ahead and submitted it with the Manager's approval, and then I brought it in before you for ratification. There is a breakdown of what amounts are per item. The way it's broken down, total \$155,000, with \$10,000 is law enforcement training, training, travel expenses is \$15,000, training overtime is \$25,000, the unmanned aircraft system is \$20,000, mobile radio accessories is \$30,000, generators is the \$25,000 base station radios is \$30,000 and this grant is for two years, and there is no match. We don't know what

we will get from this grant; these numbers are based on meeting with the Sheriff's Department.

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

D. ASSESSOR: Request Approval of an Unauthorized Purchase in the Amount of \$95.70 to Rich Ford for an Oil Change and Vehicle Service.

Geno Jones, Assessor Office Manager: This is an isolated incident where the unit was picked up from our fleet, and it was done without a PO. Today I'm requesting permission to pay that PO.

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. ROADS: Request Authorization to Reclassify One Full-Time Roads Laborer Position into Two Part-Time Roads Laborer Positions Utilizing the Current Allocated Budget Authority.

Leonard Lujan, County Road Superintendent: A couple of years ago, we opened that Labor position. Trying to get Labor to come into work in our department. Nobody wants to apply for a Labor position. We have a Labor issue in the way we wrote it out because they're not allowed to run equipment. They are there to help us do other stuff. We have two areas, Cedarvale and Cedarville. I think that in them areas, I could utilize a part-time position, especially the Encino area, rather than having a full-time position, having somebody to have to drive from here all the way over there every single day. I think there's not enough traffic

out there. It's mainly ranchers, a couple of people who call us. We know them really well. The roads have to be done. Years ago, I did have a part-time job out there. It worked really good, but he passed away on us, and there's just nobody out there that wants to work. We're thinking, if we converted part-time positions, maybe we can find somebody, or we can find somebody from here who has a job that wants to work a few hours. We can train them on a machine, and they could run and take care of the mariners, which I could bring my guy that I have in the Cedarville area closer to us, that would be more on the roads where we have all the public running on the roads, because seemingly they want us to be maintaining the roads a lot more than we and keep up with them. I think this would be better. All we're doing is just changing the name from labor to part-time.

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

Leonard Lujan, County Road Superintendent: An update on East Martinez. I'm getting emails on it. The state and we are looking into whether there is a state road number. They are saying there is no number and are not going to maintain it anymore; it's going to be County Road. They want us to look to see if we can find out who owns it, because they can't find out who owns East Martinez from 41 all the way to 203. They just paved it two years ago, and they found out that it does not have a state road number.

F. SHERIFF: Request Approval of a Cost of Care Agreement Between Torrance County and Bernalillo County for the Detention of Youth Arrestees and/or Detainees at the Bernalillo County Youth Services Center.

Jordan Barela, County Manager: We have been presented with a Cost of Care Agreement with Bernalillo County for juveniles who need to be placed in custody, who are arrested in Torrance. Bernalillo is the closest facility to us. In the last couple of years, juvenile correctional facilities across the state were shut down. I believe the Sheriff can speak to the frequency with which juveniles are detained

either for criminal charges or by the state for protective custody reasons. This agreement will allow us access to the facility in Bernalillo County, should we have to detain a juvenile, and would outline the cost associated, the daily bed rate for those juveniles held in custody at that facility. We currently have an agreement with Bernalillo County, but that agreement has expired. The MOU is indefinite.

Ryan Schwebach, County Chairman: How many nights have we paid Bernalillo County to hold them for juvenile?

Reecie Eckard, County Sheriff Executive Assistant: I haven't paid for one bill in a year; it's not common, and we do need to have something in case you need a backup plan.

Action Taken:

Ryan Schwebach, County Chairman: Motion to approve 13F.

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

G. LEGAL: Request Approval of the New Mexico Department of Corrections 2025 Second Quarter Restrictive Housing Report.

Jordan Barela, County Manager: This information has personal identifying information that the Commission has been provided. This is not included in the packet material. This is a report from the New Mexico Corrections Department related to detainees at TCDF who were put in restrictive custody. This information has to be provided to New Mexico Counties.

Action Taken:

Ryan Schwebach, County Chairman: Motion to approve 13G.

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

15. DISCUSSION/PRESENTATION

A. **EMERGENCY MANAGEMENT:** Discussion on the Use of Title III Funding in the Amount of \$219,971.72 for the Purchase of First Responder Radios to Allow for Improved Interoperability.

Samantha O'Dell, County Emergency Manager: The County receives funding annually from the Forest Service, a Title III funding that can be used for County projects. It's not been used in quite some time. It was brought to our attention that it will revert in September 2026 if it's not utilized. We currently have \$219,971.73 that we would like to put towards the radio upgrade to the state radio system. We do have to have a 45-day public comment period. This is to let the Commission, as well as the public, know that we're in that 45-day public comment period. Currently, it has been placed on the County website. New Mexico news put it out in their online publication yesterday. It's going out in the Indi paper today, and then Mountainair Dispatch also pushed it out last night. These are handheld radios or unit radios. It would be for first responders for the County, whether it be the Sheriff's Department or, Fire Department.

Jordan Barela, County Manager: With the overall radio project and upgrading everybody's radios. You know, we did receive \$350,000 in grant funding, but we still have a gap. With Title III funding, one of the primary purposes that it can be used for is interoperability and communications. It did seem like a good source to get us a lot further along in terms of upgrading all of the radios for Fire, Sheriff, and other county departments.

B. **FIRE:** Discussion of the Torrance County Employee Volunteer Firefighter Program.

Gary Smith, County Fire Chief: This is County Manager Barela's idea. They used it up in Santa Fe County. This allows us to try and put an influx into some of our volunteers in the southern end. We currently have approximately 45 volunteers. Less than half of them are active; this program would allow them to be able to do some of the training. I don't think any of them will get up to our standard that we're going to have for training, but we'll at least be able to put them through a little makeshift fire academy, we'll get them up on driving the trucks safely, do an emergency vehicle operator course with them, and get them through some type of

pump offs, so they can take the truck to the scene. Then, when the fully fledged firefighters show up on scene, they'll at least have water to their hoses. They'll be able to start working. I think it's an awesome idea. It would allow them to have five hours of annual leave per week for the allotment of that condensed, makeshift academy of a four-week pilot program. We're talking about coming back, readjusting in six months. See if it works, see if we got any takers, see if it makes a difference.

Jordan Barela, County Manager: This is a program that Santa Fe County implemented about a couple of years ago. I went through it, and I think they were seeing the same issues that we're seeing here, which is little to no participation on the volunteer side. Specifically in Torrance County, we have about 143 employees right now, a lot of whom reside in Torrance County and live in some of the districts in which we have no participation. The way that we envision the program functioning is to get some type of fire support for people who reside in the County as a whole, but primarily in the southern part of the County. The thought would be to allocate about 20 hours of administrative leave over the course of a month, or a month and a half, because another issue that really happens with volunteers, specifically people with full-time jobs, is that they do not have the time to get in the amount of training necessary to operate equipment, etc. Similar to how it's been framed in Santa Fe, there would be just for assumption, five hours for four Thursdays in a row, where the training Chief would put together a baseline training plan for any employees who would be interested in the program, where they would learn emergency vehicle operations, how to work the trucks. After 20 hours, they would get deployed back in the field. If they did respond to a scene, they would be paid per call as any volunteer would. It would not be overtime, it wouldn't be the regular pay rate, but it is an opportunity to get some people who are employed in the County committed to the County, lived in the County, responding to some of these calls, and even if it is as simple as getting a truck or a tender with water to a scene in the southern part of the County quickly. When certified firefighters get there, the resources are there and available, and it really helps the Fire Department's response time in terms of adequately addressing that. We did put some feelers out to some employees that we knew who lived in those areas. We did get a response back, at least from five individuals, that they would be interested in doing this program if it were rolled out. This was a discussion item today. I think we wanted to get some feedback from the Commission in terms of your thoughts. If it does sound like it's a good idea, we would bring back a resolution to implement it. We did want to look at this as a pilot program to say, let's do this first round, see if we get any type of response. See if these people are actually going in their districts, if they're getting involved in their districts, and is it successful, and

then in about six months, bringing that data back to the Commission to see if this is something worthwhile continuing and implementing long term, or if it's something that we want to sort of nip in the bud then, because it's really not having the effect that we intended it to have.

Ryan Schwebach, County Chairman: I'm good with it.

Kevin McCall, County Vice Chair: Would that put your department in any trouble if four or five of them decided that's what they want to do, go get trained? That's the last thing I want to do. I understand we need to fill the gap. We've got some issues. I just want to hear from you, because I think your department would be the one that could do this.

Leonard Lujan, County Road Superintendent: I think it'd be a good program to try. It's not like it's going to be forever. It's four weeks of getting trained. Once they sign up for it, they just have to make sure that's where they're going. They would literally go to that training and be there for those four weeks. They're going to be on the clock but be at training. I think, in the long run, it would help, because it is part of our County, and it's most of our guys, that's where they come from. We got a lot of guys that come out of the South. They said they would sign up to do that, just to get training. I don't think it would hurt us, because it would be a scheduled time. If we had a snowstorm or something, it might be different, but as long as we're doing regular work, it would be alright.

Ryan Schwebach, County Chairman: We are good with it. Let's give it a try.

C. FINANCE: Discussion on the Potential Outsourcing of Payroll Processing for Torrance County

Misty Witt, Deputy County Manager: In this discussion item, I wanted to bring to you all the different ways that we can streamline the processes within Finance since our reorganization. We all had conversations about that process and what that looks like in my new role. One idea is outsourcing payroll. Payroll is a huge ask for the Finance Department. I would estimate that Joanna is spending anywhere between 10 and 12 hours every other week on regular payroll processing alone. That's not any payroll corrections or handling the benefits; that's not any of that extra stuff. This would be one way to streamline some of the finance duties. I have met with three different companies and got three different payroll outsourcing

options. I provided what each of those options would cost us. I would like to recommend going with option three. We would be changing to a platform called ISolved. They would handle our timekeeping, and that would be where the payroll processing happens. Then, a company called The Payroll Company out of Albuquerque would do the payroll processing. That would be a full, comprehensive payroll process, all the way from processing every other week payroll to doing the PERA reporting to the W-2, IRS reporting, and payments; all of those things would be handled by this outsourced company. Some of the benefits of that would be that we had some audit findings for PERA reconciliations last year. We also received some of those IRS notices that came before our Commission last year. Hopefully, this will clear up some of those potential audit findings and liabilities that we get. I think it would also be a lot more user-friendly and transparent for employees and department heads as well. Right now, all of our systems within the County have separate systems that don't talk to each other. We have a time clock that doesn't talk to payroll, which is processing Tyler, which doesn't talk to ESS, which is the employee side of things, where they can view pay stubs. None of the information can be synced, so none of the information matches. With the ISolved platform or another platform that we choose, those would all be in one system, and an employee, department head, and payroll department would see the same thing. I think it'll be a lot easier as far as that goes. The other side of this is that down the road, we could bring an HR module in. This could be a comprehensive plan that HR could use down the road, if she chooses. We're under a contract until 2027, with our current HR platform, but we could look at where we have one system that all talks together and alleviates some of these issues. The other thing to consider as we're having these discussions is if we did switch to a different platform and an outsourced payroll provider, we could get rid of Time Clock Plus, and also the Tyler payroll module, which is called Personnel Management. Getting rid of those two items would result in cost savings, approximately \$18,000 annually. We could reallocate that \$18,000 into this new outsourced payroll system. Option three costs \$30,356, which would be the annual cost. We would be looking at an additional \$12,000 that we would need to fund; the County would need to outsource.

Ryan Schwebach, County Chairman: Why is there such a big difference in these costs between options one, two, and three?

Misty Witt, Deputy County Manager: I had that same question. When I met with option three, The Payroll Company. Their focus is local; they are out of Albuquerque. They don't provide services nationally. These other companies do

that, which is why charges are higher. They have a lot larger customer base. The Payroll Company and ISL platform have a smaller, more localized customer base. They pride themselves on keeping those prices low.

Jordan Barela, County Manager: The company already has contracts with local County governments, then the state of New Mexico, that are similar to our County in size.

Misty Witt, Deputy County Manager: We had discussions about the Fire Department's schedule. They are also familiar with working with Unions, which is another advantage for the Fire Department, as well as the Sheriff's Department, which has a shift differential. I also spoke with Cibola County and Guadalupe County. Those are two of the Counties that use them now. They're both very happy. They say it was an easy transition, that they handle all of their reporting. All we have to do on our side is approve timecards, and then they send us a journal entry to put into Tyler. The Treasurer's Office can reconcile the bank. It does take a lot off the plate of the County. They assume all liability for payroll and tax errors.

Ryan Schwebach, County Chairman: How does it interface? How does that work? How is that approved?

Misty Witt, Deputy County Manager: Employees have to go in and approve their time on their time clock. They check to make sure that it's accurate and make sure they put in all their PTO requests. Then it goes to the Department Heads, where Department Heads can review to make sure they've met their minimum hours, to make sure that they took PTO on the days they said they did. Once the Manager approves, it kicks up for payroll processing. That process would still say the same.

Kevin McCall, County Vice Chair: If an employee had an issue with their payroll, would they contact them directly?

Misty Witt, Deputy County Manager: They contact the payroll company directly, providing customer support for our employees.

Ryan Schwebach, County Chairman: I'm assuming you're looking at this because Finance is a little overwhelmed at the moment.

Misty Witt, Deputy County Manager: Finance is overwhelmed at the moment. I think I see an opportunity to clean up our audit findings and liabilities, and free up

some time. That will also streamline a lot of what I do. I'm doing a lot of the quarterly tax returns, responding to the IRS notices, and anything pertaining to that. It frees up my time as well, a little bit on some of those payroll-related tasks.

Ryan Schwebach, County Chairman: Do you think, based on the current workload in Finance, that this is enough to settle it without adding another position?

Misty Witt, Deputy County Manager: I believe so. I do not feel we would have to add another position in Finance.

Ryan Schwebach, County Chairman: Let's move forward with this.

D. CLERK'S REPORTS:

Sylvia Chavez, County Clerk: I came to you two weeks ago to let you know that we were going to have candidate filing day. It was yesterday. I had 34 candidates come in and file for positions. Three positions were not filed for; two were from Encino. One was for their two-year Trustee position, and one was for their four-year position. Mountainair Public Schools had a board member position that was not filled. People still have the opportunity to come in next Tuesday to file as a write-in candidate. I was trying to explain yesterday, because people were thinking that they could come in today and still file. I explained the write-in process; they can file as a write-in, and they would be a candidate. Their name does not appear on the ballot. People physically have to write their name on the ballot.

I have a list of everybody who filed. In the City of Moriarty, we had two Council positions available. We had four people who applied: Bobby Ortiz, Maggie Gibson, Kenneth Snow, and Robin Spalding. For Municipal Judge, incumbent Bobby Garcia. He was the only one who declared his candidacy. For the Town of Estancia, for the Mayor position, incumbent Nathan Dile and Runnel Riley. For the Trustee positions, stating that they have two positions available for the Town of Estancia. We have three individuals declare: Albert Lovato, Martin Lucero, and Mark Martinez. For Municipal Judge for the Town of Estancia, incumbent Bruce Dial and Irina Dile declare their candidacy. For the Town of Mountainair's Mayor position, incumbent Mayor Peter Nieto and Ernesto Lopez Jr. There are two Council positions: Jose Torrez and Dustin Kayser. For the Village of Willard, the Mayor position, Edward Redondo, two trustee positions for the Village of Willard,

Roberta Chavez and David Dean. For the Village of Encino, for their Mayor position, that's for a two-year term, Elias Sanchez. No one else filed for the other positions they had available.

For the school districts, Moriarty/Edgewood School District 81.3. I didn't have anybody from the Torrance side declare, but there was somebody from Santa Fe County who did declare; there is someone to fill that position. At the Estancia Municipal School, they have three positions that are available: Randol Riley, Heather Hedges, Roy Hubbard, Lee Weidner, and Jonathan Barela. Mountainair Public Schools had two positions, only one declared, Lori Archuleta. In the Conservation Districts for the Central Tri-County, there were two positions available; Danielle Presley Johnston filed on the Torrance County side. There was a position filed on the Santa Fe side. For the East Torrance Soil and Water Conservation District. We had two positions available, and three people declared: Jim Berlier, Joe Everett, and John Humphries. In Claunch Pinto, there were two positions available: David Cain and Thomas Carroll.

I'll be in the process of qualifying these particular candidates who came in and declared yesterday. I will give you an update on my process. In September, I will be contacting all my Precinct Workers to see who is available and who would like to work on Election Day, Early Voting, and Absentee Voting. I will have programming/certification of the tabulators in the latter part of September, which I will announce that everybody can attend. It is open to the public; people can come and view as certification of our tabulators. Then we will have our Election School. We went to individualized training for our Precinct Workers. Instead of doing one big election school, as we have done in the past. We were finding that people were having issues with the Ballot On Demand. We went on to having individualized training for each polling location, which cut down on errors. October 7 is when early voting starts, and Election Day is November 4.

Reminder: Candidate filing day for write-ins is next Tuesday. Hopefully, the Village of Encino will speak to some people in the Village and see if anyone will declare. If no one ever comes in to declare, the Municipality or the school board will have the opportunity to appoint someone.

E. MANAGER'S REPORTS:

Jordan Barela- County Manager: I wanted to give the Commission an update on Melody Ranch and where that water situation is currently. My understanding in

terms of talking to Bobby Ortiz is that there was an EMWT meeting scheduled for Tuesday evening. Potentially exploring the option of the acquisition of Melody Ranch. I will follow up with Bobby to see where that is in the short run. The Albuquerque Water Authority, we've had several conversations with them. There is a tanker still currently deployed out at Melody Ranch and available to residents at the County Line Feed. In talking to the Albuquerque Water Authority, they deployed a tanker last Wednesday. The original one was 6000 gallons. It got down to about 500 before they redeployed another one. They would likely be able to deploy one more tanker, and then they would have to pull water services from that facility. They do not sell or haul water. Their ability to do this is based on a grant-funded emergency program they put together. Through that program, they are limited in terms of how much water they can deploy to an area. Moving forward, private water hauling would be an option. You still have to take into consideration the tanker and the deployment method, because that's a factor. I did want to make the board aware, a tanker was lasting anywhere from 10 days to two weeks. If they deploy another tanker this week, we're probably talking within, by the end of the month, early September, that the Albuquerque Water Authority would have to pull from the location.

Another update is related to Valencia Shelter Services. I know this information went out to the Commission, but for members of the public, we received a 60-day notice of termination of our MOU with Valencia Shelter Services, which would mean that the MOU would expire on or about October 25 of this year. They did not give an explicit reason. I would summarize it in terms of saying that they felt that their services were not supported by the County, having a feeling that they did not have support internally.

Ryan Schwebach, County Chairman: Can we terminate sooner?

Jordan Barela- County Manager: I'll take a look at the contract to make that determination. I think the 60 days was a provision of the MOU, which is why they provided that to us. From the County side, I can take a look and see if that's a possibility. Interestingly enough, though, the Commission did provide us direction to look at some potential options for domestic violence services in the County. All Faiths is a nonprofit organization out of Albuquerque that provides similar services in that area. The day that we received this notice of termination from VSS, we held a meeting with All Faiths to discuss what those services might look like in Torrance County. I provided some details in terms of the County, what our previous arrangements have been with VSS, what we provide, as far as financing through grants, as well as in-kind services. They are supposed to be getting us a

proposal. Hopefully, we'll have a proposal within the next week or two that we can bring back to the Commission. We'll also discuss a contingency plan in case, for whatever reason, All Faiths does not become an organization that's able to assist us, and what we do in the short run to ensure that those services are provided to residents. I've also notified the Undersheriff about what was going on with this particular MOU and what options we're looking at to address it.

The last item is the reason why I was late today. I attended a CCJ Committee hearing that was held at NMSU on Tuesday. That Committee was evaluating House Bill Nine, which had been proposed in previous legislative sessions and made it to the Senate Judiciary last session, then died on the docket. It was not put on the agenda. What that bill would do would prohibit a local government's ability to contract with ICE directly for the housing of migrant detainees in local correctional facilities. It was a long discussion. The Cibola County Attorney and I were there for roughly three hours answering questions and providing testimony. It was an emotional issue, a lot of back and forth between both Democrats and Republicans. You could tell from the rhetoric of the conversation, which I believe got heated on several occasions. It boils down to the fact that I think there's a strong disagreement in terms of federal immigration policy and how that's being enforced today. For that reason, the target ends up in these facilities. The Governor's office was present. They did not confirm or deny whether or not that item would be on a special session agenda, but that is still in the works. Overall, the sentiment that I got from the Committee is that there's, there's likely a greater appetite for moving forward with that bill in whatever the next available session there is. New Mexico Counties were there. We had a debrief, and we're trying to coordinate efforts to address this. We discussed with them and their lobbyists. New Mexico Counties are opposed to the bill, and they're pushing to see what can be done to get that off of any particular agenda and fight that bill through the process. I would say this is probably the third session in a row. I know that there's been a hard push, and my inclination is based on those discussions. If it makes it to Senate Judiciary again, there's a likelihood it will go to a vote.

Ryan Schwebach, County Chairman: New Mexico Counties is opposed to it. Do New Mexico Counties make these decisions on what they're for or against based on what the County tells them?

Jordan Barela- County Manager: That's correct. New Mexico Counties do listen to the opinion of all Counties, but in this particular situation, I think they've taken the side of Counties that would be directly impacted by it, as far as the biggest opinion as to whether or not they oppose. In terms of Cibola County and our

County, CoreCivic owns those facilities. They're privately owned and operated. In the situation of Otero County, that is a County-owned facility, and they've taken out bonds against that facility. I think their argument is, if this bill passes and that contract gets cut, it really prohibits their ability to pay back those bonds, which puts them in a precarious financial situation. There was a significant number of people from Otero County present at the hearing yesterday.

F. COMMISSIONERS' REPORT:

1. Kevin McCall – County Vice Chairman, District 1

Kevin McCall- County Vice Chair: We've been saying it's a matter of time. I've been fighting that bill for five or six years since I've been on the Commission; we've always been able to defeat it.

I wanted to let the other Commissioners know, and it's no secret, I've had some conversations about moving our Dispatch to a different County, to a different area. Dispatch is aware of it, the Fire Chief, the Sheriff's Department, and Emergency Management. We're exploring some different ideas. Sandoval County, Santa Fe County, and Bernalillo County have all had interest. I wanted you all to know that. There are a lot of questions about funding. What funding do we lose? What funding do we keep and get to revert back? A lot of those discussions still had to be made. They would be willing to take our employees on if they're willing to move to those facilities. The Fire Chief came to me very concerned about the safety of his staff and the lack of communication.

Gary Smith, County Fire Chief: My concerns are our direct communications, which we are trying to fix, but how much infrastructure are we going to put into a system? It's nothing per se against the personnel that are in there, but the organization, Bernalillo County specifically, that I know. That's a big component to our ISO, and that's what you hired me for: a component to lower your ISO. That 10 points in there, the accreditation is huge, the Dispatchers are being trained to a certain level, and all those other things that go into it, not saying we couldn't bring this whole system up to that. I don't know how long that would push us out. This Regional Dispatch concept, which is happening across the state, would snap us into normalcy quickly. The 700-mega system would come online quickly. Our communications would get better with that. Along with that, we are getting those points that get into the matrix of the ISO. This is in preliminary talks. I have

spoken with the Dispatch Director. She knows my thoughts. This is not a joke. I do not want to have somebody hurt because of our communication system.

Kevin McCall- County Vice Chair: I asked Misty to run me some numbers on what revenue looks like for Dispatch and what expenditures look like for Dispatch. I do have those numbers, but until we know some funding mechanisms in which we keep, in which we lose, it's hard to pinpoint what it would cost us to move.

2. Ryan Schwebach- County Chairman, District 2

Ryan Schwebach-County Chairman:

I think most of my updates have been covered throughout the meeting.

3. Linda Jaramillo – County Commissioner, District 3

Linda Jaramillo, County Commissioner: I attended the Tajique Land Grant meeting last week. I met with Andrew Gutierrez, the President of the land grant, and our Manager. We discussed details about the movement of that transfer station. Jordan will fill you in and what was discussed.

Jordan Barela, County Manager: We had some discussions about the term of the lease. The land grant was in agreement in terms of doing a long lease. They wanted to stay somewhere in the 20-25 year range. One of the concerns that I brought to their attention was the requirement of investing public funds in a piece of property that we did not own. Some of the feedback that I got from the land grant was, they're not in a position financially to make those upgrades to the to the site right now, but they would be more than willing to work with the County in terms of addressing things like providing labor for clearing out brush, putting in a request to the state for base course to update the property. From a financial perspective, I think that they felt as though they weren't in a position financially to provide whatever necessary site readiness stuff needed to be done to get this equipped. Though they did say they would be willing to work with the County through labor and potentially quiet materials to get that done. I can formalize a presentation in terms of what that looks like. I was happy that they were able to come to the table, because negotiating something like this through email will never get done. The one thing they did also indicate was that the one-month lease that we're on right now would probably be the last extension of the current site location that the land grant would consider. We've also looked at other options in terms of purchasing

property. A couple of parcels in that area had restrictive covenants that would prohibit us from doing this. I had a couple of landowners reach out to me to have a discussion about a potential sale of their properties or lease of their properties. Subsequent to that, they got some feedback from neighbors, a little upset about the concept, and they rescinded that offer. We've explored a couple of options, but nothing has panned out into something tangible at this point.

16. EXECUTIVE SESSION: None

**17. Announcement of the next Board of County Commissioners Meeting:
September 10, 2025, at 9:00 AM.**

18. Signing of Official Documents.

19. Adjourn.

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 12:35 PM.

Ryan Schwebach – Chairman

Genell Morris – 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 **September 10, 2025**, and approved the attached check report as presented against the funds of Torrance County in the amount of **\$2,198,303.42**

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.

Kathryn Hernandez, County Treasurer

Check Report Summary:

Check Report Dates: 08/21/2025 to 09/03/2025 **Total Payments: 102**

Total Checks: 84

Checks: 134149 to 134236

Voided Checks: 6

Checks: 134152, 134154, 134171, 134172, 134185, 134215

Bank Drafts: 7

DFT0001343, DFT0001344, DFT0001345, DFT0001346,
DFT0001348, DFT0001349, DFT0001350, (DFT0001347 NOT USED),
DFT0001340, DFT0001341, DFT0001342, DFT0001348
REVERSED)

Electronic Fund Transfers: 5

EFT: 384 TO 388

Total Payments Issued: \$2,198,303.42



Torrance County, NM

My Check Report

By Check Number

Date Range: 08/21/2025 - 09/03/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking	Main Checking					
418	COLUMBUS BANK AND TRUST	08/27/2025	EFT	0.00	514.30	384
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0005274</u>	Invoice	08/28/2025	Flex Plan	0.00	514.30	
	<u>401-000-9001</u>		Payroll Liabilities		514.30	
4832	PRESBYTERIAN HEALTH PLAN	08/27/2025	EFT	0.00	55,095.15	385
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0005285</u>	Invoice	08/28/2025	Presbyterian Health Insurance	0.00	50,516.12	
	<u>401-000-9001</u>		Payroll Liabilities		50,516.12	
<u>INV0005286</u>	Invoice	08/28/2025	Presbyterian Health Insurance	0.00	4,579.03	
	<u>401-000-9001</u>		Payroll Liabilities		4,579.03	
VEN01472	PROFESSIONAL FIREFIGHTERS OF TORRANCE C	08/27/2025	EFT	0.00	184.00	386
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0005273</u>	Invoice	08/28/2025	FIRE FIGHTER UNION DUES	0.00	184.00	
	<u>401-000-9001</u>		Payroll Liabilities		184.00	
5189	SUNRISE BANK	08/27/2025	EFT	0.00	1,904.88	387
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0005289</u>	Invoice	08/28/2025	Sunrise Loan	0.00	1,904.88	
	<u>401-000-9001</u>		Payroll Liabilities		1,904.88	
1232	CORECIVIC INC.	09/02/2025	EFT	0.00	1,883,808.82	388
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TCDF 062025 ICE</u>	Invoice	09/02/2025	CoreCivic ICE & USMS FY26	0.00	1,851,315.30	
	<u>825-070-2172</u>		CARE OF INMATES		1,851,315.30	
<u>TCDF 062025T</u>	Invoice	09/02/2025	CoreCivic ICE & USMS FY26	0.00	13,480.90	
	<u>825-070-2172</u>		CARE OF INMATES		13,480.90	
<u>TCDF 062025T-M</u>	Invoice	09/02/2025	CoreCivic ICE & USMS FY26	0.00	19,012.62	
	<u>825-070-2172</u>		CARE OF INMATES		19,012.62	
419	AFLAC	08/27/2025	Regular	0.00	2,103.62	134149
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0005228</u>	Invoice	08/14/2025	Aflac	0.00	720.20	
	<u>401-000-9001</u>		Payroll Liabilities		720.20	
<u>INV0005229</u>	Invoice	08/14/2025	Aflac	0.00	331.61	
	<u>401-000-9001</u>		Payroll Liabilities		331.61	
<u>INV0005265</u>	Invoice	08/28/2025	Aflac	0.00	720.20	
	<u>401-000-9001</u>		Payroll Liabilities		720.20	
<u>INV0005266</u>	Invoice	08/28/2025	Aflac	0.00	331.61	
	<u>401-000-9001</u>		Payroll Liabilities		331.61	
5450	AMAZON BUSINESS	08/27/2025	Regular	0.00	109.00	134150

My Check Report

Date Range: 08/21/2025 - 09/03/2025

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		
ad2ff523-40cb-4c	Invoice	08/25/2025	P card for Notary renewal Kevin Pham	0.00	31.95	
	401-020-2269		SUBSCRIPTIONS & DUES		31.95	
5408	BANK OF AMERICA	08/27/2025	Regular	0.00	30.00	134156
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3969	Invoice	08/25/2025	P card for notary training & exam	0.00	30.00	
	401-020-2269		SUBSCRIPTIONS & DUES		30.00	
5410	BERNALILLO COUNTY	08/27/2025	Regular	0.00	8,931.52	134157
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2025-118	Invoice	08/26/2025	Inmate Housing	0.00	8,931.52	
	420-070-2172		CARE OF INMATES		3,907.54	
	420-070-2172		CARE OF INMATES		558.22	
	420-070-2172		CARE OF INMATES		558.22	
	420-070-2172		CARE OF INMATES		837.33	
	420-070-2172		CARE OF INMATES		3,070.21	
3920	BOOT BARN INC	08/27/2025	Regular	0.00	161.95	134158
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
214540	Invoice	08/25/2025	Safety work boots for ACO Monica Galleg	0.00	161.95	
	401-082-2248		SUPPLIES - SAFETY		161.95	
106	CENTRAL NM ELECTRIC COOP.	08/27/2025	Regular	0.00	398.05	134159
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2025 70701	Invoice	08/20/2025	Sheriff Electric	0.00	398.05	
	401-050-2208		UTILITIES - ELECTRICITY		398.05	
106	CENTRAL NM ELECTRIC COOP.	08/27/2025	Regular	0.00	361.13	134160
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2025 7901	Invoice	08/20/2025	Mountainair Sr Center Electric	0.00	361.13	
	401-027-2208		UTILITIES - ELECTRICITY		361.13	
106	CENTRAL NM ELECTRIC COOP.	08/27/2025	Regular	0.00	325.90	134161
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07.2025 21201	Invoice	08/20/2025	Moriarty Sr Center Electric	0.00	325.90	
	401-037-2208		UTILITIES - ELECTRICITY		325.90	
3391	CINTAS CORPORATION NO. 2	08/27/2025	Regular	0.00	4,998.00	134162
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5287772201	Invoice	08/21/2025	Large EMT Trauma Bags	0.00	4,998.00	
	600-006-2248		SUPPLIES - SAFETY		4,998.00	
4270	COLONIAL LIFE	08/27/2025	Regular	0.00	865.68	134163
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005232	Invoice	08/14/2025	Colonial	0.00	239.13	
	401-000-9001		Payroll Liabilities		239.13	
INV0005233	Invoice	08/14/2025	Colonial Post tax	0.00	193.71	
	401-000-9001		Payroll Liabilities		193.71	
INV0005269	Invoice	08/28/2025	Colonial	0.00	239.13	
	401-000-9001		Payroll Liabilities		239.13	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2108</u>	Invoice	08/26/2025	Inv 2108 Res 2023-35 Salt Missions clean	0.00	4,558.08	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 7		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 2 overage		149.28	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 4 overage		57.87	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 9		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 10		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 4		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 5 overage (tires)		421.67	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 5		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 7 overage		213.39	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 11 overage		162.10	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 2		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 8		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 10 overage		107.19	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 1		360.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 1 overage		177.55	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 6		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 3 overage		215.04	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 11		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 3		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 9 overage		193.99	
<u>2109</u>	Invoice	08/26/2025	Inv 2109 Res 2023-35 Salt Missions clean	0.00	3,246.93	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 20 overage		151.25	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 12 overage		167.36	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 20		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 12		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 15 overage		51.62	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 13		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 18 overage		328.47	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 17		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 14		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 15		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 19		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 16		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 14 overage		77.93	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 16 overage		220.30	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 18		250.00	
<u>2117</u>	Invoice	08/26/2025	2023-33 Washington Loop	0.00	808.92	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 1		360.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 2		250.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	Container 1 overage		198.92	
<u>2118</u>	Invoice	08/26/2025	2023-36 clean up	0.00	360.00	
	<u>685-008-2274</u>	CONTRACT - PROPERTY C	1st container		360.00	
	Void	08/27/2025	Regular	0.00	0.00	134171
	Void	08/27/2025	Regular	0.00	0.00	134172
5019	GLOBE LIFE & ACCIDENT INSURANCE	08/27/2025	Regular	0.00	163.00	134173
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0005275</u>	Invoice	08/28/2025	Globe Life Insurance	0.00	163.00	
	<u>401-000-9001</u>	Payroll Liabilities	Globe Life Insurance		163.00	
214	Hart's Trustworthy Hardware	08/27/2025	Regular	0.00	407.76	134174
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>A163167</u>	Invoice	08/21/2025	GE 32W T8 U Shape Fluorescent Bulbs - 1	0.00	407.76	
	<u>401-016-2215</u>	MAINTENANCE & REPAIR	GE 32W T8 U Shape Fluorescent		407.76	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>401-000-9001</u>	Payroll Liabilities	Metlife employer life and accide		588.28	
<u>INV0005245</u>	Invoice	08/14/2025	Metropolitan Supplemental Life	0.00	6.36	
	<u>401-000-9001</u>	Payroll Liabilities	Metropolitan Supplemental Pos		6.36	
<u>INV0005280</u>	Invoice	08/28/2025	MET LIFE LTD	0.00	780.88	
	<u>401-000-9001</u>	Payroll Liabilities	METLIFE DISABILITY		780.88	
<u>INV0005281</u>	Invoice	08/28/2025	Metlife employer	0.00	599.15	
	<u>401-000-9001</u>	Payroll Liabilities	Metlife employer life and accide		599.15	
<u>INV0005282</u>	Invoice	08/28/2025	Metropolitan Supplemental Life	0.00	6.36	
	<u>401-000-9001</u>	Payroll Liabilities	Metropolitan Supplemental Pos		6.36	
4987	NEW YORK LIFE	08/27/2025	Regular	0.00	134.34	134183
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0005247</u>	Invoice	08/14/2025	New York Life Insurance	0.00	67.17	
	<u>401-000-9001</u>	Payroll Liabilities	New York Life Insurance		67.17	
<u>INV0005284</u>	Invoice	08/28/2025	New York Life Insurance	0.00	67.17	
	<u>401-000-9001</u>	Payroll Liabilities	New York Life Insurance		67.17	
1096	NM RETIREE HEALTH-CARE AUTHORI	08/27/2025	Regular	0.00	7,432.35	134184
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>CM0000220</u>	Credit Memo	07/31/2025	Retiree Health Care	0.00	-46.48	
	<u>401-000-9001</u>	Payroll Liabilities	Retiree Health Care		-46.48	
<u>INV0005287</u>	Invoice	08/28/2025	Retiree Health Care	0.00	7,478.83	
	<u>401-000-9001</u>	Payroll Liabilities	Retiree Health Care		7,478.83	
1481	NM TREASURER'S AFFILIATE	08/28/2025	Regular	0.00	-250.00	134185
1481	NM TREASURER'S AFFILIATE	08/27/2025	Regular	0.00	250.00	134185
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0005260</u>	Invoice	08/11/2025	Treasurer's Fall Conference August 25-29,	0.00	250.00	
	<u>401-030-2266</u>	EMPLOYEE TRAINING	Treasurer's Fall Conference Aug		250.00	
VEN01313	PAYPRO CORPORATION	08/27/2025	Regular	0.00	535.90	134186
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>0000082554</u>	Invoice	08/21/2025	HR Applicant Tracking System	0.00	535.90	
	<u>401-014-2271</u>	CONTRACT-OTHER SERVI	August		535.90	
1711	POSITIVE PROMOTIONS	08/27/2025	Regular	0.00	1,332.67	134187
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>07611597</u>	Invoice	08/25/2025	Positive Promotions 911 Dispatch Swag fo	0.00	1,332.67	
	<u>911-080-2221</u>	PRINTING/PUBLISHING/A	Dial 911 Water Bottle Kit		888.75	
	<u>911-080-2221</u>	PRINTING/PUBLISHING/A	Dial 911 silicone awareness brac		183.92	
	<u>911-080-2221</u>	PRINTING/PUBLISHING/A	Dial 911 Fidget Pop Wristlet Pho		195.00	
	<u>911-080-2221</u>	PRINTING/PUBLISHING/A	Set Up Fee for wrist band design		65.00	
2021	PRE-PAID LEGAL SERVICES, INC	08/27/2025	Regular	0.00	268.18	134188
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0005276</u>	Invoice	08/28/2025	Legal Shield	0.00	268.18	
	<u>401-000-9001</u>	Payroll Liabilities	Legal Shield		268.18	
3859	PRUDENTIAL OVERALL SUPPLY	08/27/2025	Regular	0.00	315.28	134189

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3859	PRUDENTIAL OVERALL SUPPLY	08/27/2025	Regular	0.00	107.21	134195
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>450766779</u>	Invoice	08/27/2025	JUDICIAL CUSTODIAL SUPPLIES RENTAL	0.00	107.21	
<u>401-016-2220</u>	SUPPLIES - CLEANING		MAT 3X4 BLACK		57.68	
<u>401-016-2220</u>	SUPPLIES - CLEANING		DELIVERY CHARGE		15.07	
<u>401-016-2220</u>	SUPPLIES - CLEANING		PRFM DUST MOP BLUE 30" MM		0.20	
<u>401-016-2220</u>	SUPPLIES - CLEANING		PRFM DUST MOP BLUE 30" REN		11.90	
<u>401-016-2220</u>	SUPPLIES - CLEANING		PRFM DUST MOP BLUE 42" FRA		6.26	
<u>401-016-2220</u>	SUPPLIES - CLEANING		BLUE WET MOP 24 OZ RENT		13.45	
<u>401-016-2220</u>	SUPPLIES - CLEANING		MAT 3X4 BLACK MMP		1.65	
<u>401-016-2220</u>	SUPPLIES - CLEANING		PRFM DUST MOP BLUE 42" FRA		0.50	
<u>401-016-2220</u>	SUPPLIES - CLEANING		BLUE WET MOP 24 OZ MMP		0.50	
3859	PRUDENTIAL OVERALL SUPPLY	08/27/2025	Regular	0.00	107.21	134196
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>450764055</u>	Invoice	08/27/2025	JUDICIAL CUSTODIAL SUPPLIES RENTAL	0.00	107.21	
<u>401-016-2220</u>	SUPPLIES - CLEANING		PRFM DUST MOP BLUE 42" FRA		0.50	
<u>401-016-2220</u>	SUPPLIES - CLEANING		MAT 3X4 BLACK		57.68	
<u>401-016-2220</u>	SUPPLIES - CLEANING		PRFM DUST MOP BLUE 30" REN		11.90	
<u>401-016-2220</u>	SUPPLIES - CLEANING		PRFM DUST MOP BLUE 42" FRA		6.26	
<u>401-016-2220</u>	SUPPLIES - CLEANING		BLUE WET MOP 24 OZ RENT		13.45	
<u>401-016-2220</u>	SUPPLIES - CLEANING		DELIVERY CHARGE		15.07	
<u>401-016-2220</u>	SUPPLIES - CLEANING		BLUE WET MOP 24 OZ MMP		0.50	
<u>401-016-2220</u>	SUPPLIES - CLEANING		PRFM DUST MOP BLUE 30" MM		0.20	
<u>401-016-2220</u>	SUPPLIES - CLEANING		MAT 3X4 BLACK MMP		1.65	
3859	PRUDENTIAL OVERALL SUPPLY	08/27/2025	Regular	0.00	107.21	134197
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>450764739</u>	Invoice	08/27/2025	JUDICIAL CUSTODIAL SUPPLIES RENTAL	0.00	107.21	
<u>401-016-2220</u>	SUPPLIES - CLEANING		PRFM DUST MOP BLUE 30" REN		11.90	
<u>401-016-2220</u>	SUPPLIES - CLEANING		MAT 3X4 BLACK MMP		1.65	
<u>401-016-2220</u>	SUPPLIES - CLEANING		PRFM DUST MOP BLUE 42" FRA		0.50	
<u>401-016-2220</u>	SUPPLIES - CLEANING		DELIVERY CHARGE		15.07	
<u>401-016-2220</u>	SUPPLIES - CLEANING		PRFM DUST MOP BLUE 30" MM		0.20	
<u>401-016-2220</u>	SUPPLIES - CLEANING		PRFM DUST MOP BLUE 42" FRA		6.26	
<u>401-016-2220</u>	SUPPLIES - CLEANING		BLUE WET MOP 24 OZ RENT		13.45	
<u>401-016-2220</u>	SUPPLIES - CLEANING		MAT 3X4 BLACK		57.68	
<u>401-016-2220</u>	SUPPLIES - CLEANING		BLUE WET MOP 24 OZ MMP		0.50	
107	QWEST CORPORATION	08/27/2025	Regular	0.00	251.24	134198
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>07.2025 69229</u>	Invoice	08/21/2025	Fire Dist 5 Qwest	0.00	251.24	
<u>405-091-2207</u>	TELECOMMUNICATIONS	July 9229			251.24	
107	QWEST CORPORATION	08/27/2025	Regular	0.00	77.79	134199
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>07.2025 80726</u>	Invoice	08/21/2025	Mountainair Sr Center Qwest	0.00	77.79	
<u>401-027-2207</u>	TELECOMMUNICATIONS	July			77.79	
107	QWEST CORPORATION	08/27/2025	Regular	0.00	81.41	134200
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>07.2025 65927</u>	Invoice	08/21/2025	Fire Dist 5 Qwest	0.00	81.41	
<u>405-091-2207</u>	TELECOMMUNICATIONS	July 5927			81.41	
107	QWEST CORPORATION	08/27/2025	Regular	0.00	54.18	134201

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>07.2025 84146</u>	Invoice	08/21/2025	Facilities Qwest	0.00	139.39	
	<u>401-096-2207</u>		TELECOMMUNICATIONS		139.39	
215	RICH FORD SALES	08/27/2025	Regular	0.00	1,019.56	134212
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2055797/1</u>	Invoice	08/26/2025	Multi point inspection	0.00	1,019.56	
	<u>402-060-2201</u>		MAINTENANCE & REPAIR		38.93	
	<u>402-060-2201</u>		MAINTENANCE & REPAIR		157.20	
	<u>402-060-2201</u>		MAINTENANCE & REPAIR		389.90	
	<u>402-060-2201</u>		MAINTENANCE & REPAIR		433.53	
VEN01156	SANCHEZ, JAVIER ERNESTO	08/27/2025	Regular	0.00	11.58	134213
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>317467</u>	Invoice	08/21/2025	Fitting and valves for the water supply	0.00	11.58	
	<u>401-036-2215</u>		MAINTENANCE & REPAIR		7.29	
	<u>401-036-2215</u>		MAINTENANCE & REPAIR		4.29	
5426	SENERGY PETROLEUM, LLC	08/27/2025	Regular	0.00	7,601.99	134214
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>415201000</u>	Invoice	08/26/2025	Bulk Fuel	0.00	7,601.99	
	<u>402-060-2202</u>		SUPPLIES - VEHICLE FUEL		7,601.99	
VEN01498	SHARAYA MEDINA	08/27/2025	Regular	0.00	820.03	134215
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2025 NM TREASU</u>	Invoice	08/19/2025	TRAVEL TO SANTA FE NM 2025 NM TREAS	0.00	820.03	
	<u>401-030-2205</u>		TRAVEL - EMPLOYEES		820.03	
VEN01498	SHARAYA MEDINA	08/28/2025	Regular	0.00	-820.03	134215
VEN01509	SHOWWORKS, LLC	08/27/2025	Regular	0.00	4,190.00	134216
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>21010</u>	Invoice	08/27/2025	Showworks LLC	0.00	4,190.00	
	<u>412-053-2228</u>		SOFTWARE		195.00	
	<u>412-053-2228</u>		SOFTWARE		3,995.00	
3978	STAPLES BUSINESS ADVANTAGE	08/27/2025	Regular	0.00	81.68	134217
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>6039261895</u>	Invoice	08/26/2025	Ink for HP OfficeJet 3830 printer	0.00	81.68	
	<u>605-002-2219</u>		SUPPLIES - GENERAL OFFI		81.68	
3978	STAPLES BUSINESS ADVANTAGE	08/27/2025	Regular	0.00	37.18	134218
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>6039261897</u>	Invoice	08/26/2025	Ink for HP OfficeJet 3830 printer	0.00	37.18	
	<u>605-002-2219</u>		SUPPLIES - GENERAL OFFI		37.18	
3978	STAPLES BUSINESS ADVANTAGE	08/27/2025	Regular	0.00	249.83	134219

My Check Report

Date Range: 08/21/2025 - 09/03/2025

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		
INV0005294	Invoice	08/28/2025	TX SDU CHILD SUPPORT	0.00	249.69	
	401-000-9001		Payroll Liabilities		249.69	
5389	VIA HOMES & DEVELOPMENT LLC	08/27/2025	Regular	0.00	3,037.38	134228
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
67	Invoice	08/25/2025	JUVENILE JUSTICE CONTINUUM COORDIN	0.00	3,037.38	
	635-068-2272		CONTRACT - PROFESSION		2,852.00	
	635-076-2314		PROGRAM SUPPORT		185.38	
4376	WAGEWORKS	08/27/2025	Regular	0.00	143.50	134229
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV8172126	Invoice	08/27/2025	Health Benefits	0.00	143.50	
	401-014-2272		CONTRACT - PROFESSION		143.50	
2787	WASHINGTON NATIONAL INSURANCE CO	08/27/2025	Regular	0.00	27.70	134230
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0005255	Invoice	08/14/2025	Washington National Life	0.00	13.85	
	401-000-9001		Payroll Liabilities		13.85	
INV0005292	Invoice	08/28/2025	Washington National Life	0.00	13.85	
	401-000-9001		Payroll Liabilities		13.85	
VEN01375	CHRIS L. ARCHULETA	09/02/2025	Regular	0.00	2,582.57	134231
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
09.2025	Invoice	09/02/2025	Superior Lease Agreement	0.00	2,582.57	
	416-083-2204		RENT OF BUILDING/LAND		2,582.57	
4383	DE LAGE LANDEN FINANCIAL SERVICE	09/02/2025	Regular	0.00	1,989.04	134232
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
591317472	Invoice	08/27/2025	August Copy Machine Lease	0.00	1,989.04	
	401-008-2284		LEASE EQUIPMENT		278.85	
	401-010-2284		EQUIPMENT LEASES		326.05	
	401-050-2284		EQUIPMENT LEASES		278.85	
	401-055-2284		EQUIPMENT LEASES		326.05	
	401-073-2271		CONTRACT - OTHER SERV		278.85	
	402-060-2284		LEASE EQUIPMENT		221.54	
	612-020-2284		CONTRACT - EQUIPMENT		278.85	
3859	PRUDENTIAL OVERALL SUPPLY	09/02/2025	Regular	0.00	126.19	134233
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450770171	Invoice	09/02/2025	UNIFORM RENTAL FACILITIES	0.00	126.19	
	401-065-2236		SUPPLIES - UNIFORMS		20.87	
	401-065-2236		SUPPLIES - UNIFORMS		1.50	
	401-065-2236		SUPPLIES - UNIFORMS		29.12	
	401-065-2236		SUPPLIES - UNIFORMS		5.94	
	401-065-2236		SUPPLIES - UNIFORMS		9.00	
	401-065-2236		SUPPLIES - UNIFORMS		9.90	
	401-065-2236		SUPPLIES - UNIFORMS		29.68	
	401-065-2236		SUPPLIES - UNIFORMS		5.28	
	401-065-2236		SUPPLIES - UNIFORMS		14.90	
3859	PRUDENTIAL OVERALL SUPPLY	09/02/2025	Regular	0.00	107.21	134234

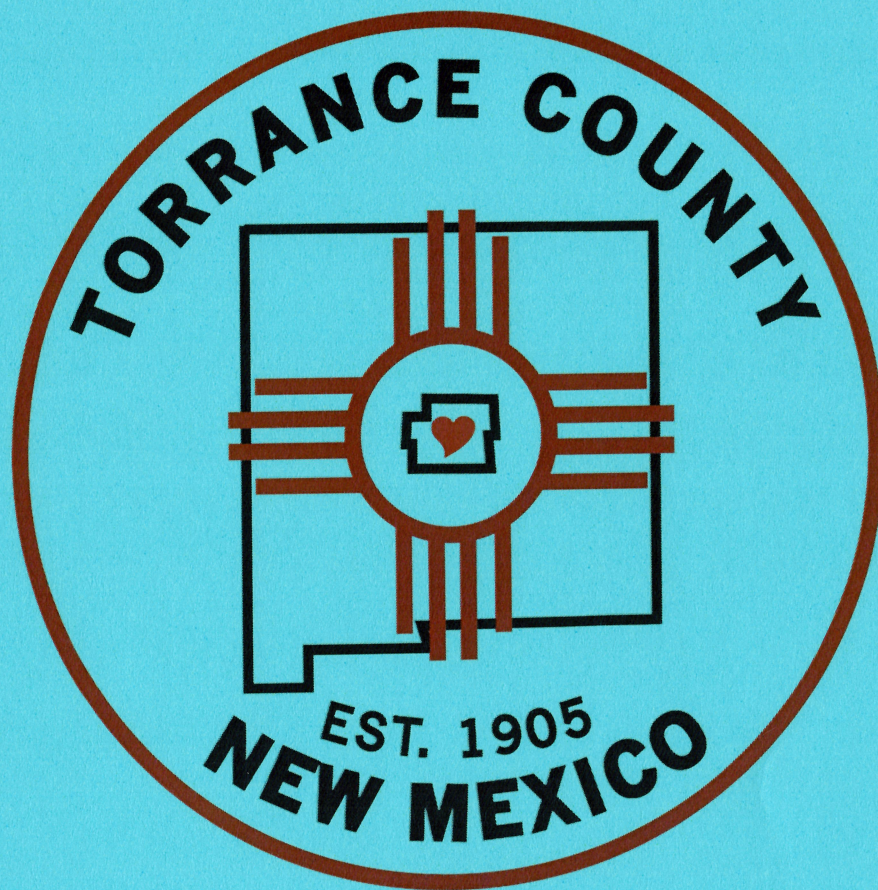
My Check Report

Date Range: 08/21/2025 - 09/03/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
448	NM TAXATION & REVENUE	08/28/2025	Bank Draft	0.00	3.78	DFT0001349
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0005297</u>	Invoice	08/28/2025	State Tax	0.00	3.78	
<u>401-000-9001</u>	Payroll Liabilities	State Tax			3.78	
1656	INTERNAL REVENUE SERVICE	08/28/2025	Bank Draft	0.00	7.48	DFT0001350
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0005298</u>	Invoice	08/28/2025	Federal Tax	0.00	7.48	
<u>401-000-9001</u>	Payroll Liabilities	Federal Tax			5.04	
<u>401-000-9001</u>	Payroll Liabilities	Medicare Taxes			2.44	

Bank Code Main Checking Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	112	84	0.00	119,889.09
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-1,070.03
Bank Drafts	7	7	0.00	137,977.21
EFT's	8	5	0.00	1,941,507.15
	127	102	0.00	2,198,303.42



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 11



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 A

TORRANCE COUNTY RESOLUTION NO. 2025 - _____

A RESOLUTION ADOPTING THE CERTIFICATE OF TAX RATES ORDER FOR FISCAL YEAR 2026

WHEREAS, the Department of Finance and Administration of the State of New Mexico has sent its Order setting property tax rates for Fiscal Year 2026 to the County of Torrance; and

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

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

WHEREAS, the Torrance County Board of County Commissioners acknowledges the receipt of imposed property tax rates pursuant to the laws of the State of New Mexico.

IT IS HEREBY ORDERED on this 10th day of September, 2025, that the property taxes rates for Torrance County for the Fiscal Year 2026 conform with the Certificate of Tax Rates transmitted with the Order from the Department of Finance and Administration for Tax Year 2025, and that a copy of the Order with the Certificate of Tax Rates, when received by the County Manager, be delivered immediately to the Torrance County Assessor.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Torrance County that this Order is hereby adopted.

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

Certificate of Property Tax Rates in Mills
Torrance County
Tax Year 2025

OVERALL COUNTY NET TAXABLE VALUE: \$592,975,826

Property Classification	Residential 13 IN R	Non-Residential 13 IN NR	Residential 13 OUT R	Non-Residential 13 OUT NR	Residential 16 IN R	Non-Residential 16 IN NR
Tax District						
Municipality	Mountainair (Town)	Mountainair (Town)			Encino (Village)	Encino (Village)
Public School District	Mountainair	Mountainair	Mountainair	Mountainair	Vaughn	Vaughn
College District						
Taxable Value	8,807,896	4,941,744	22,260,345	49,238,474	572,655	18,866,019
Mill Levies for State, County, Municipality, and School District						
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360
	1.360	1.360	1.360	1.360	1.360	1.360
County Debt Service	0.183	0.183	0.183	0.183	0.183	0.183
County Operational	11.850	11.316	11.850	11.316	11.850	11.316
	12.033	11.499	12.033	11.499	12.033	11.499
Total County	4.513	7.248	-	-	1.658	0.264
Total Municipal	4.513	7.248	0.000	0.000	1.658	0.264
School District Operational	0.460	0.500	0.460	0.500	0.500	0.438
School District Debt Service	2.607	2.607	2.607	2.607	2.696	2.696
School Capital Improvement (Senate Bill 9 Levy)	1.967	2.000	1.967	2.000	2.000	1.750
School District Ed. Tech. Debt Service	2.004	2.004	2.004	2.004	-	-
Total School District	7.038	7.111	7.038	7.111	5.196	4.884
Total State, County, Municipal and School District	24.944	27.218	20.431	19.970	20.247	18.007

Tax District	13 IN R	13 IN NR	13 OUT R	13 OUT NR	16 IN R	16 IN NR
Mill Levies for College and Hospital						
Total Higher Education	0.000	0.000	0.000	0.000	0.000	0.000
Total Hospital	0.000	0.000	0.000	0.000	0.000	0.000
Total College and Hospital	0.000	0.000	0.000	0.000	0.000	0.000
Grand Total State, County, Municipal, Public School, College, Hospital	24.944	27.218	20.431	19.970	20.247	18.007
Mill Levies for Other Taxing Entities						
Carrizozo SWCD						
Operational (Not Yield Controlled)	-	-	-	-	-	-
Central Tri-County Soil & Water Conservation District						
Operational (Not Yield Controlled)	-	-	-	-	-	-
Claunuch-Pinto SWCD						
Operational (Not Yield Controlled)	-	-	1.000	1.000	-	-
East Torrance SWCD						
Operational (Not Yield Controlled)	-	-	1.000	1.000	1.000	1.000
Total Other	0.000	0.000	2.000	2.000	1.000	1.000
Grand Total	24.944	27.218	22.431	21.970	21.247	19.007

Property Classification		Residential 16 OUT R	Non-Residential 16 OUT NR	Residential 20/35 R	Non-Residential 20/35 NR	Residential 7 IN R	Non-Residential 7 IN NR
Tax District							
Municipality							
Public School District	Vaughn				Corona	Estancia (Town)	Estancia (Town)
College District						Estancia	Estancia
Taxable Value		1,219,914	42,644,189	2,056,442	11,799,252	8,770,055	19,496,156
Mill Levies for State, County, Municipality, and School District							
State Debt Service		1.360	1.360	1.360	1.360	1.360	1.360
County Debt Service		1.360	1.360	1.360	1.360	1.360	1.360
County Operational		0.183	0.183	0.183	0.183	0.183	0.183
Municipal Operational		11.850	11.316	11.850	11.316	11.850	11.316
		12.033	11.499	12.033	11.499	12.033	11.499
Total Municipal		-	-	-	-	2.328	2.750
School District Operational		0.000	0.000	0.000	0.000	2.328	2.750
School District Debt Service		0.500	0.438	0.493	0.500	0.500	0.500
School Capital Improvement (Senate Bill 9 Levy)		2.696	2.696	4.812	4.812	5.544	5.544
School District Ed. Tech. Debt Service		2.000	1.750	1.974	2.000	2.000	2.000
		-	-	-	-	-	-
Total School District		5.196	4.884	7.279	7.312	8.044	8.044
Total State, County, Municipal and School District		18.589	17.743	20.672	20.171	23.765	23.653

Tax District	16 OUT R	16 OUT NR	20/35 R	20/35 NR	7 IN R	7 IN NR
Mill Levies for College and Hospital						
Total Higher Education	0.000	0.000	0.000	0.000	0.000	0.000
Total Hospital	0.000	0.000	0.000	0.000	0.000	0.000
Total College and Hospital	0.000	0.000	0.000	0.000	0.000	0.000
Grand Total State, County, Municipal, Public School, College, Hospital	18.589	17.743	20.672	20.171	23.765	23.653
Mill Levies for Other Taxing Entities						
Carrizozo SWCD						
Operational (Not Yield Controlled)	-	-	1.000	1.000	-	-
Central Tri-County Soil & Water Conservation District						
Operational (Not Yield Controlled)	-	-	-	-	-	-
Claunuch-Pinto SWCD						
Operational (Not Yield Controlled)	1.000	1.000	1.000	1.000	-	-
East Torrance SWCD						
Operational (Not Yield Controlled)	1.000	1.000	-	-	1.000	1.000
Total Other	2.000	2.000	2.000	2.000	1.000	1.000
Grand Total	20.589	19.743	22.672	22.171	24.765	24.653

Property Classification	Residential 7 OUT R	Non-Residential 7 OUT NR	Residential 7W IN R	Non-Residential 7W IN NR	Residential 8 IN R	Non-Residential 8 IN NR
Tax District						
Municipality			Willard (Village)	Willard (Village)	Moriarty (City)	Moriarty (City)
Public School District	Estancia	Estancia	Estancia	Estancia	Moriarty	Moriarty
College District						
Taxable Value	45,476,549	89,538,688	1,136,516	1,315,691	24,732,105	36,444,789
Mill Levies for State, County, Municipality, and School District						
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360
Total State	1.360	1.360	1.360	1.360	1.360	1.360
County Debt Service	0.183	0.183	0.183	0.183	0.183	0.183
County Operational	11.850	11.316	11.850	11.316	11.850	11.316
Total County	12.033	11.499	12.033	11.499	12.033	11.499
Municipal Operational	-	-	5.225	5.225	1.911	2.225
Total Municipal	0.000	0.000	5.225	5.225	1.911	2.225
School District Operational	0.500	0.500	0.500	0.500	0.386	0.497
School District Debt Service	5.544	5.544	5.544	5.544	8.151	8.151
School Capital Improvement (Senate Bill 9 Levy)	2.000	2.000	2.000	2.000	1.998	1.989
School District Ed. Tech. Debt Service	-	-	-	-	-	-
Total School District	8.044	8.044	8.044	8.044	10.535	10.637
Total State, County, Municipal and School District	21.437	20.903	26.662	26.128	25.839	25.721

Tax District	7 OUT R	7 OUT NR	7W IN R	7W IN NR	8 IN R	8 IN NR
Mill Levies for College and Hospital						
Total Higher Education	0.000	0.000	0.000	0.000	0.000	0.000
Total Hospital	0.000	0.000	0.000	0.000	0.000	0.000
Total College and Hospital	0.000	0.000	0.000	0.000	0.000	0.000
Grand Total State, County, Municipal, Public School, College, Hospital	21.437	20.903	26.662	26.128	25.839	25.721
Mill Levies for Other Taxing Entities						
Carrizozo SWCD						
Operational (Not Yield Controlled)	1.000	1.000	-	-	-	-
Central Tri-County Soil & Water Conservation District						
Operational (Not Yield Controlled)	1.000	1.000	-	-	-	-
Claunuch-Pinto SWCD						
Operational (Not Yield Controlled)	1.000	1.000	-	-	-	-
East Torrance SWCD						
Operational (Not Yield Controlled)	1.000	1.000	1.000	1.000	-	-
Total Other	4.000	4.000	1.000	1.000	0.000	0.000
Grand Total	25.437	24.903	27.662	27.128	25.839	25.721

Property Classification	Residential	Non-Residential
Tax District	8 OUT R	8 OUT NR
Municipality		
Public School District	Moriarty	Moriarty
College District		
Taxable Value	116,559,942	87,098,405
Mill Levies for State, County, Municipality, and School District		
State Debt Service	1.360	1.360
	1.360	1.360
County Debt Service	0.183	0.183
County Operational	11.850	11.316
	12.033	11.499
Total County	-	-
Municipal Operational		
	0.000	0.000
Total Municipal	0.000	0.000
School District Operational	0.386	0.497
School District Debt Service	8.151	8.151
School Capital Improvement (Senate Bill 9 Levy)	1.998	1.989
School District Ed. Tech. Debt Service	-	-
	10.535	10.637
Total School District	10.535	10.637
Total State, County, Municipal and School District	23.928	23.496

Tax District		8 OUT R	8 OUT NR
Mill Levies for College and Hospital			
Total Higher Education		0.000	0.000
Total Hospital		0.000	0.000
Total College and Hospital		0.000	0.000
Grand Total State, County, Municipal, Public School, College, Hospital		23.928	23.496
Mill Levies for Other Taxing Entities			
Carrizozo SWCD			
Operational (Not Yield Controlled)		-	-
Central Tri-County Soil & Water Conservation District			
Operational (Not Yield Controlled)		1.000	1.000
Claunuch-Pinto SWCD			
Operational (Not Yield Controlled)		-	-
East Torrance SWCD			
Operational (Not Yield Controlled)		1.000	1.000
Total Other		2.000	2.000
Grand Total		25.928	25.496

Livestock Mill Levies

Category	Rate	Applicable Tax Districts
Cattle Indemnity	8.888	13 IN, 13 OUT, 16 IN, 16 OUT, 20/35, 7 IN, 7 OUT, 8 OUT
Sheep/Goats/Swine/Alpaca	9.279	13 OUT, 16 IN, 16 OUT, 20/35, 7 IN, 7 OUT, 8 OUT
Dairy Cattle	3.559	13 OUT, 16 IN, 16 OUT, 20/35, 7 OUT, 8 OUT
Bison/Camelids/Ratite	8.118	13 OUT, 20/35, 7 OUT
Horses/Asses/Mules	9.869	13 OUT, 16 IN, 16 OUT, 20/35, 7 IN, 7 OUT, 8 OUT

Other Assessments

Category	Taxing Entity	Description
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Footnotes

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

Amendments

Date	Description
------	-------------



New Mexico
Department of Finance
and Administration

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Governor Michelle Lujan Grisham
Cabinet Secretary Wayne Propst

Local Government Division
Division Director Cecilia Mavrommatis

August 28, 2025

The Honorable Ryan Schwebach
Torrance County
205 S 9th St
Estancia, NM 87016

Order Setting Property Tax Rates - 2025 Property Tax Year

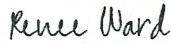
Dear Commissioner Schwebach,

Pursuant to NMSA 1978, Sections 7-37-7(A) and 7-38-33(A), I issue this order setting the 2025 tax rates in the attached Certificate of Property Tax Rates (Certificate) for all governmental units imposing rates in your county.

NMSA 1978, Section 7-38-34 requires the Board of County Commissioners (Board) to issue and deliver to the County Assessor its own written order imposing these rates within five days of its receipt of this rate-setting order. **Before the Board issues its order, the county is responsible for ensuring that the rates are correct and must notify the Local Government Division of the Department of Finance and Administration of any errors, in accordance with 3.6.50.1 I (D) NMAC.** To further those efforts, please immediately share the Certificate with all governmental units (other than the State) that have rates included in the Certificate, so that they may also check the accuracy of their rates. In addition, please note the "percent change I" used as specified in NMSA 1978, Section 7-37-7. I (A) for yield control calculations this year is 1.91%.

Any questions or questions concerning suspected errors in the rates should be immediately brought to the attention of the Local Government Division's Budget and Finance Bureau Chief, Cordelia Chavez, at 505-231-7246; or Supervisor, Shirley Green, at 505-629-8102.

Sincerely,

DocuSigned by:

2391383D0F60499...

Wayne Propst

Secretary of Finance & Administration

cc: Property Tax Division, Taxation & Revenue Department (JessicaV.Sena@tax.nm.gov)
County Assessor (jlucero@tcnm.us)
County Treasurer (jjbarela@tcnm.us)
County Manager (khernandez@tcnm.us)

Enclosure(s): Certificate of Property Tax Rates



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 B

TORRANCE COUNTY RESOLUTION NO. 2025 - _____

A RESOLUTION ESTABLISHING THE TORRANCE COUNTY EMPLOYEE VOLUNTEER FIREFIGHTING PILOT PROGRAM

WHEREAS, volunteer firefighters are critical to the operations of rural fire departments and have a significant impact on emergency response times to rural communities, as well as ISO ratings; and

WHEREAS, the Torrance County Fire Department has had a difficult time recruiting and retaining volunteer fire fighters for its current fire districts, particularly in the southern portion of Torrance County; and

WHEREAS, on many occasions firefighting staff and resources are deployed from Moriarty, NM or McIntosh, NM to respond to fires in the more remote areas of the County; and

WHEREAS, Torrance County currently employs approximately 143 employees, a majority of which reside in Torrance County and would be eligible to participate as a volunteer firefighter; and

WHEREAS, the County wishes to pursue an Employee Volunteer Firefighting Program (EVFP) to allow employees who reside in Torrance County to pursue volunteer supportive services in the fire districts in which they reside; and

WHEREAS, one of the barriers to volunteer firefighting participation is the requirement for training hours, particularly for volunteers with fulltime jobs; and

WHEREAS, to overcome the training barrier, the EVFP envisions providing pre-approved administrative leave to allow EVFP participants to train during common working hours.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Torrance County that the Commission hereby authorizes the Employee Volunteer Firefighting Pilot Program based on the following parameters.

1. To qualify as an EVFP participant, an employee must be non-probationary, in good standing with their department and must have residence within the jurisdictional boundaries of Torrance County.

2. The Fire Department shall establish a volunteer support training program to include up to 20 hours of training that would provide EVFP participants the basic knowledge to provide fire support within their districts.
3. The County Manager shall be authorized to provide up to 20 hours of administrative leave to allow EVFP participant to engage in the training program during normal working hours.
4. The training program shall be maxed at 5hr per week, to not create significant disruptions to normal Torrance County business operations.
5. Following the completion of the EVFP, participants shall be assigned to their Torrance County Fire District for additional training and deployment.
6. EVFP participants who respond to calls in a volunteer firefighter capacity shall do so in accordance with the Standard Operating Guidelines and Standard Operating Procedures of the Torrance County Fire Department. In addition, EVFP participants who respond to fire calls shall be eligible for per-call pay in accordance with volunteer policy, and shall not accrue pay at their standard employment pay rate, accrue overtime, or accrue leave for hours exercised in a volunteer capacity.
7. The Torrance County Fire Chief and County Manager shall report back to the Commission 3-months following the completion of the EVFP training program to provide an update on the program's effectiveness. This report shall include the number of EVFP participants, whether or not those participants are engaged in their fire districts, and the estimated impact of EVFP participants on fire and emergency response.

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 DELEGATING SIGNATURE AUTHORITY TO THE COUNTY MANAGER TO EXECUTE NECESSARY DOCUMENTATION RELATED TO OPIOID SETTLEMENT FUNDING

WHEREAS, the opioid epidemic has had negative health, social and economic impacts on communities in the United States, to include Torrance County; and

WHEREAS, the current opioid epidemic has been exacerbated by the over prescription and dissemination on prescription opioids; and

WHEREAS, states and local governments have entered into class action lawsuits and legal settlements with major pharmaceutical opioid manufacturers, marketers, distributors and retailers; and

WHEREAS, opioid settlement funding has been provided to states and local governments to fund a variety of initiatives aimed at addressing the opioid crisis, including prevention, treatment and recovery programs; and

WHEREAS, Torrance County anticipates additional class action lawsuits and settlements arising for which the County would be an eligible as a party to the litigation and could receive additional funding to aid with opioid treatment and prevention programming in Torrance County; and

WHEREAS, documentation related to participation in opioid litigation and litigation settlements often require immediate written response from the County.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Torrance County that the Commission hereby delegates signature authority to the County Manager to execute necessary documentation related to opioid settlement funding, to include the County's participation in the litigation and acceptance settlement funding.

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

NEW MEXICO
MEMORANDUM OF UNDERSTANDING
OFFICE OF THE SECRETARY OF STATE
AND
Torrance COUNTY

This **MEMORANDUM OF UNDERSTANDING** ("Agreement" or "MOU") is entered into by and between the Office of the Secretary of State ("Office" or "Agency") and Torrance County ("County"), (collectively, "the Parties") as of the last date of execution by the Parties below.

RECITALS

WHEREAS, the Regular Local Election ("Election") is to be held statewide on November 4th, 2025 "Election Day"; and

WHEREAS, the Agency, as required under the New Mexico Election Code, is responsible to pay eligible costs of the Election, including reasonable costs incurred by each County Clerk; (NMSA 1978 §1-11-19 Costs of Elections; Election Fund); and

WHEREAS, the Agency has been appropriated funds from the New Mexico State Legislature to pay for the cost of conducting and/or administering a Statewide Election; and

WHEREAS, it is in the interest of both Parties for the Office to sub-grant appropriated funds to each County prior to a given Election with the intent of such funds to cover the costs of running an Election.

AGREEMENT

THEREFORE, the Parties agree that this MOU is entered expressly and solely for the purpose of providing state-appropriated funds to **Torrance** to cover the costs of conducting and administering the Regular Local Election.

1. RESPONSIBILITIES

The Office shall:

- A. Issue to **Torrance** County a warrant drawn through the New Mexico Department of Finance and Administration (DFA) at least ninety (90) days prior to Election Day in the amount of **\$53,270.60** for projected costs that the Parties agree will be incurred in the administration of the Regular Local Election.

The County shall:

- A. Finalize and sign this MOU at least sixty (60) days prior to Election Day.
- B. Use the appropriated funds in accordance with the New Mexico Election Code and in compliance with the reimbursable expenses outlined in Appendix A of this Agreement.
- C. Provide to the Office, no later than forty-five (45) days following Election Day, a full accounting of expenses incurred during the Election and provide to the Office all invoices, receipts, and copies

2025 Regular Local Election MOU

of warrants paid by the County during the election cycle.

- A. Return any unused funds to the Office upon completion of election-related activity no later than forty-five (45) days following Election Day,

1. ADDITIONAL REIMBURSEMENTS

If Election costs incurred to a County exceed the initial amount provided through this MOU, the County may request reimbursement no later than forty-five (45) days after Election Day using a prescribed form provided by the Office with a description detailing the additional costs and their relevance to the Election. Additional costs are not guaranteed to be reimbursed but shall be reimbursed by the Office if such costs are deemed to be eligible expenses and if funds are available.

2. INELIGIBLE EXPENSES

The Office shall not reimburse ineligible expenses under any circumstance. The Office shall conduct an internal review of all expenditures under this MOU and utilize historical expenditure data to verify year-over-year trends to determine eligibility of expenses and their applicability to the items listed in Table 1. Appendix A.

All work is expected to be complete on or before Election Day; in no case shall work extend beyond Election Day with the exception of poll worker costs described in Table 1. Appendix A, a potential recount or recheck, or any work required by a court order issued pursuant to the Election Code. If any funds remain after the completion of the Election, such funds must be returned to the Office forty-five (45) days following Election Day.

Table 2. Appendix B is the Schedule of Non-Allowable Expenses. The items are not eligible for reimbursement with funds provided under this MOU. This does not mean these expenses are not legitimate election-related costs; rather, they must be covered using county funds. Counties must ensure that expenditures conform strictly to allowable categories as outlined in Appendix A. The items in Appendix B are examples of non-reimbursable cost for this fund source and are not intended to be exhaustive.

3. BUDGET ALLOCATION BY DESCRIPTION/AMOUNT

ELECTION EXPENDITURE SUMMARY		
Item	Description	Amount
1	Poll Worker/Election Board	31,725.33
2	Registration Officers <i>(including Same Day Registration)</i>	1379.7
3	Language Interpreters	0
4	Election Publication(s)	4,388.18
5	Tabulator Delivery	1,809.14
6	Postage <i>(if applicable)</i>	376.82
7	Office Supplies <i>(if applicable)</i>	8,362.63
8	Messengers/Couriers <i>(if applicable)</i>	1,164.59
9	Polling Place Signage & Building Requirement <i>(if applicable)</i>	892.08
10	Other	2,005.71
11	Recount Costs <i>(if applicable)</i>	1,166.40
Total Amount		53,270.60

4. TERM

This Agreement shall become effective upon the final signature affixed to this Agreement and shall remain in effect until its expiration forty-five (45) days following Election Day, unless terminated pursuant to Article 7.

5. RESPONSIBILITIES

- A. **Records.** The County shall maintain all fiscal records detailing expenditures under this MOU and follow Generally Accepted Accounting Principles (GAAP), and account for all receipts and disbursements of funds transferred to the County pursuant to this MOU.
- B. **MOU Execution.** Should a MOU between the Parties fail to be finalized sixty (60) days prior to Election Day, the County shall only be reimbursed for eligible expenses as outlined in 1.10.36 NMAC and will only be reimbursed upon finalization of an executed MOU.
- C. **Reporting.** Each County shall file a report of expenditures with the Office no later than forty-five (45) days after Election Day for accounting. The report shall include a completed expenditure form provided by the Office with a description detailing the costs and their relevance to the Election. The County shall return any unused funds via physical check made out to the Office of the Secretary of State no later than forty-five (45) days after Election Day. If a County does not file expenditure reports by the deadline established in Section A of 1.10.36.10 NMAC, the County shall not be reimbursed for additional requests until the expenditure report is filed and funds become available for reimbursement.

6. LIABILITY

Each Party shall be solely responsible for liabilities due to its own violation or alleged violation of requirements applicable to the performance of the MOU. Neither Party shall be responsible for the other Party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

7. TERMINATION

Either Party may terminate this Agreement for cause or convenience by giving notice in writing to the other Party within thirty (30) days of the date of intended termination.

8. AMENDMENT

This MOU shall not be altered, changed, or amended except by a written instrument duly executed by both Parties. Any amendments shall be made in writing and shall be agreed to and executed by the respective signatories before becoming effective.

9. CONTACTS

The parties will send written notice when needed to the following individuals:

2025 Regular Local Election MOU

To the Office:

Johanna Kehoe
Chief Financial Officer
New Mexico Office of the Secretary of State
325 Don Gaspar Ave, Suite 300
Santa Fe, NM 87501
johanna.kehoe@sos.nm.gov
505.827.3615

To the County:

Torrance
County Clerk
P.O. Box 767, Estancia, NM 87016
schavez@tenm.us
(505) 544-4363

10. MISCELLANEOUS PROVISIONS

- A. **Compliance with Laws.** The laws of the State of New Mexico will govern this MOU. The Parties shall comply with all federal and State laws, regulations, and rules applicable to the performance of this MOU and the duties hereunder.
- B. **Subsequent Terms.** This MOU supersedes and replaces all previous oral or written agreements between the Parties relating to the subject matter hereof. Furthermore, this MOU contains the entire agreement and understanding between the Parties relating to the subject matter.
- C. **Appropriations.** The terms of this MOU are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico.
- D. **Property.** The parties understand and agree that property, if any, acquired as a result of this Agreement shall be the property of the County.

2025 Regular Local Election MOU

In witness whereof, this Agreement is duly executed upon the date of the last signature affixed and dated:

Maggie Toulouse Oliver, Secretary of State
Office of the Secretary of State

Date

Peter Auh, General Counsel
Office of the Secretary of State

Date

Sylvia Chavez, County Clerk
County of **Torrance**

Date

Michael Garcia, County Attorney
County of Torrance

Date

TABLE 1. APPENDIX A
Schedule of Cost Eligibility

DESCRIPTION	STATUTORY REQUIREMENT	RELEVANT STATUTE(S)	REASONABLY INCLUDES:
Poll Workers (Election Boards; Absentee, Early and Election Day)	Each election board shall consist of a minimum of three judges (required); one presiding judge and two election judges. Election clerks can also be appointed to assist the presiding judge and election judges.	1-2-12 & 1-9-5(C), 1-2-4,1-2-5, 1-2-16,1-2-17 NMSA 1978	For all polling locations, no fewer than three judges are required to administer the election. In the case of Voter Convenience Centers (VCCs), a minimum of two ballot-on-demand stations are required per site; counties will need to plan accordingly to ensure adequate staffing to operate these systems.
Registration Officers (Same Day Registration)	During a statewide the county clerk's office or alternate voting location if the clerk has assigned an authorized deputy to serve as a registration officer at the alternate voting location.	1-4-5.7 (D), NMSA 1978	The cost of one authorized registration officer, per polling location (that is offering SDR), per day.
Interpreters	In those polling places designated by the secretary of state as being subject to the provisions of the 1975 amendments to the federal Voting Rights Act of 1965, oral assistance shall be made available to assist language minority voters who cannot read sufficiently well to exercise the elective franchise. As used in the Election Code, "language minority" means a person who is an American Indian or of Spanish heritage and "inability to read well enough to exercise the elective franchise" means inability to read the languages in which the ballot is printed or the inability to understand instructions for operating the voting machine.	1-2-19, NMSA 1978	Assisting voters who speak a language that is unwritten; precincts identified as "Native American Precincts" through the Native American Election Information Program.
Messengers	The county clerk may appoint messengers to deliver ballot boxes, poll books, keys, election supplies and other materials pertaining to the election. Messengers may also be authorized to collect absentee ballots and removable media storage devices from polling places designated by the county clerk. and deliver them to locations.	1-2-20, NMSA 1978	Individuals appointed by the clerk to serve as messengers, who comply with the requirements outlined in 1-2-20.
Election Publications	Election board standby list: Not less than twenty-one days prior to the date for appointing members of election boards, the county clerk shall publish a notice once in a newspaper of general circulation to the effect that election boards are to be appointed for the specified number of precincts, stating the number of persons composing each board and that applications for the standby list will be accepted at the county clerk's office. Notice of election: The notice of election shall be published at least once, not more than twenty-one nor less than seven days before election day. The notice of election shall be published in a legal newspaper as provided in Section 14-11-2, NMSA 1978. If no legal newspaper is published in the	1-2-9 & 1-11-3(A), NMSA 1978	Publication of the election board standby list and notice of election.

	<p>county, the notice of election shall be published in a legal newspaper of general circulation in the county.</p> <p>The notice of election shall be printed in English and Spanish. The notice of election shall be broadcast on a radio station in the appropriate Native American languages in those counties affected by the federal Voting Rights Act of 1965, as amended.</p>		
Polling Place Signage & Building Requirements	<p>The location of each polling place within a building shall be clearly designated by appropriate signs, displayed prominently and clearly. Signs for each polling place shall be clearly displayed outside the building where polling takes place.</p>	1-3-18(A), 1-22-19, NMSA 1978	Appropriate signage and materials used to clearly and prominently display where polling is taking place.
Postage	<p>The Secretary of State shall deposit sufficient funds in the business reply mail account for each county clerk to ensure delivery of all mailed ballot applications and returned mailed ballots.</p> <p>The clerk shall determine the most reasonable expedited means of delivery for a ballot and balloting materials for a federal qualified elector who does not request secured electronic transmission.</p>	1-6-8(A)(2); 1-6B-5(E)(2); 1-6B-7(D); & 1-6C-6C NMSA 1978	Postage for absentee ballots (outbound) and returned mail ballots (inbound).
Tabulator Delivery	<p>The county clerk shall be responsible for transporting all voting systems to and from polling places. A reasonable fee may be charged by the county for the transportation and programming of the voting systems when used pursuant to Section 19 6, NMSA 1978, but in no case shall such fee exceed the actual cost to the county. Voting machines shall be delivered to the assigned precinct polling place at least three days before the polls are required to be opened. The election supplies and the keys of voting machines shall be delivered to the presiding judge at least one hour before the polls are required to be opened.</p>	1-9-12(A)(E) & 1-11-11(A), NMSA 1978	Transport of voting systems to and from polling locations.
Office Supplies (for the Election)	Supplies needed for the administration of the election.	1-11-19(A)(2), NMSA 1978	Consumable office supplies required to conduct the election and post-election canvass including paper, ballot marking pens, pencils, paperclips, staples, canvas bags for ballot boxes, etc.
"Other"	N/A	N/A	Temporary election support staff <i>and/or</i> overtime (OT) for county employees, provided the OT is incurred during the conduct and administration of the Election.

TABLE 2. APPENDIX B
Schedule of Non-Allowable Expenses

DESCRIPTION	EXAMPLES / DETAILS
County Staff Salaries	Base salaries for permanent county employees are not allowable under any circumstance. Hours worked while conducting election duties during a normally scheduled workday schedule is not an eligible item. Only the overtime (OT) costs incurred during the conduct and administration of the election is eligible.
Fringe Benefits for County Staff	Costs such as FICA, Medicare, PERA, health insurance, or other benefit-related expenses associated with permanent staff OT are not reimbursable. Only the OT is eligible.
Non-Election Supplies & Equipment	General office supplies or unrelated equipment such as Personal Protective Equipment (PPE), toolboxes, toner, laptops, extension cords, lighting, keyboards, monitors, routers, printers, kitchen appliances, etc. Counties should contact the Secretary of State's Office in advance for clarification on eligible items.
Pre-Early Voting Payroll	Any and all payroll costs, including temporary worker salaries and county staff, incurred before the official Early Voting period start date are not eligible.
Hired or Contracted Security	Security personnel, private guards, or local law enforcement not required under statute or specifically authorized for polling places are not reimbursable.
Vendor-Restricted Supplies	Supplies or services procured from Ballot on Demand vendors (e.g., Robis Inc. and AES dba Impressions Inc.) that are separate and independent of the pre-approved supply list provided by the Secretary of State are not eligible. This includes items such as Mi-Fis, hand-tally sheets, or any other miscellaneous supplies not explicitly included on the pre-approved list. The State either provides these approved supplies directly or procures them centrally. Counties should contact the Secretary of State's Office in advance for clarification on eligible items.
Travel Expenses Not Related to Election Operations	Mileage or lodging unrelated to direct support of training or messenger services outlined in 1-2-20 NMSA 1978 are not reimbursable.
Food or Refreshments	Meals, catering, snacks, or beverages for any staff members, poll workers, or volunteers are not eligible for reimbursement.
Capital Equipment or Durable Goods	Items with a lifespan beyond the election, such as furniture, safes, permanent signage, shelving, or storage cabinets, are non-reimbursable.
Promotional Materials	Items such as branded merchandise, giveaways, advertisements, or marketing materials are ineligible.
Software or Licenses Unrelated to Voting Equipment	Non-voting software, such as Microsoft Office licenses, payroll and/or people management software, antivirus software, or unrelated subscriptions, are not allowable.
Cleaning Services	Costs related to janitorial, sanitation, or office cleaning services are not reimbursable.
Legal or Consulting Fees	Attorney, lobbying, or general consulting services not directly tied to the statutory conduct of the election are not eligible.
Facility Improvements	Permanent building improvements, utility upgrades, or renovations are not reimbursable through these election funds.
Tabulator (and other) Consumables	Items such as batteries, ink cartridges, test decks, cleaning sheets, replacement keys, and security seals used in tabulators. These are either provided directly by the Secretary of State's Office for free or procured separately by the State. Counties should not purchase these items using these funds. Contact the Secretary of State's Office for details on availability or sourcing for tabulator consumables.

NEW MEXICO
MEMORANDUM OF UNDERSTANDING
OFFICE OF THE SECRETARY OF STATE
AND
Torrance COUNTY

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RECITALS

WHEREAS, the Regular Local Election ("Election") is to be held statewide on November 4th, 2025 "Election Day"; and

WHEREAS, the Agency, as required under the New Mexico Election Code, is responsible to pay eligible costs of the Election, including reasonable costs incurred by each County Clerk; (NMSA 1978 §1-11-19 Costs of Elections; Election Fund); and

WHEREAS, the Agency has been appropriated funds from the New Mexico State Legislature to pay for the cost of conducting and/or administering a Statewide Election; and

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THEREFORE, the Parties agree that this MOU is entered expressly and solely for the purpose of providing state-appropriated funds to **Torrance** to cover the costs of conducting and administering the Regular Local Election.

1. RESPONSIBILITIES

The Office shall:

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The County shall:

- A. Finalize and sign this MOU at least sixty (60) days prior to Election Day.
- B. Use the appropriated funds in accordance with the New Mexico Election Code and in compliance with the reimbursable expenses outlined in Appendix A of this Agreement.
- C. Provide to the Office, no later than forty-five (45) days following Election Day, a full accounting of expenses incurred during the Election and provide to the Office all invoices, receipts, and copies

2025 Regular Local Election MOU

of warrants paid by the County during the election cycle.

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1. ADDITIONAL REIMBURSEMENTS

If Election costs incurred to a County exceed the initial amount provided through this MOU, the County may request reimbursement no later than forty-five (45) days after Election Day using a prescribed form provided by the Office with a description detailing the additional costs and their relevance to the Election. Additional costs are not guaranteed to be reimbursed but shall be reimbursed by the Office if such costs are deemed to be eligible expenses and if funds are available.

2. INELIGIBLE EXPENSES

The Office shall not reimburse ineligible expenses under any circumstance. The Office shall conduct an internal review of all expenditures under this MOU and utilize historical expenditure data to verify year-over-year trends to determine eligibility of expenses and their applicability to the items listed in Table 1. Appendix A.

All work is expected to be complete on or before Election Day; in no case shall work extend beyond Election Day with the exception of poll worker costs described in Table 1. Appendix A, a potential recount or recheck, or any work required by a court order issued pursuant to the Election Code. If any funds remain after the completion of the Election, such funds must be returned to the Office forty-five (45) days following Election Day.

Table 2. Appendix B is the Schedule of Non-Allowable Expenses. The items are not eligible for reimbursement with funds provided under this MOU. This does not mean these expenses are not legitimate election-related costs; rather, they must be covered using county funds. Counties must ensure that expenditures conform strictly to allowable categories as outlined in Appendix A. The items in Appendix B are examples of non-reimbursable cost for this fund source and are not intended to be exhaustive.

3. BUDGET ALLOCATION BY DESCRIPTION/AMOUNT

ELECTION EXPENDITURE SUMMARY		
Item	Description	Amount
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10	Other	2,005.71
11	Recount Costs <i>(if applicable)</i>	1,166.40
Total Amount		53,270.60

4. TERM

This Agreement shall become effective upon the final signature affixed to this Agreement and shall remain in effect until its expiration forty-five (45) days following Election Day, unless terminated pursuant to Article 7.

5. RESPONSIBILITIES

- A. **Records.** The County shall maintain all fiscal records detailing expenditures under this MOU and follow Generally Accepted Accounting Principles (GAAP), and account for all receipts and disbursements of funds transferred to the County pursuant to this MOU.
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- C. **Reporting.** Each County shall file a report of expenditures with the Office no later than forty-five (45) days after Election Day for accounting. The report shall include a completed expenditure form provided by the Office with a description detailing the costs and their relevance to the Election. The County shall return any unused funds via physical check made out to the Office of the Secretary of State no later than forty-five (45) days after Election Day. If a County does not file expenditure reports by the deadline established in Section A of 1.10.36.10 NMAC, the County shall not be reimbursed for additional requests until the expenditure report is filed and funds become available for reimbursement.

6. LIABILITY

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2025 Regular Local Election MOU

To the Office:

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Chief Financial Officer
New Mexico Office of the Secretary of State
325 Don Gaspar Ave, Suite 300
Santa Fe, NM 87501
johanna.kehoe@sos.nm.gov
505.827.3615

To the County:

Torrance
County Clerk
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schavez@tcnm.us
(505) 544-4363

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2025 Regular Local Election MOU

In witness whereof, this Agreement is duly executed upon the date of the last signature affixed and dated:

Maggie Toulouse Oliver, Secretary of State
Office of the Secretary of State

Date

Peter Auh, General Counsel
Office of the Secretary of State

Date

Sylvia Chavez, County Clerk
County of **Torrance**

Date

Michael Garcia, County Attorney
County of Torrance

Date

TABLE 1. APPENDIX A
Schedule of Cost Eligibility

DESCRIPTION	STATUTORY REQUIREMENT	RELEVANT STATUTE(S)	REASONABLY INCLUDES:
Poll Workers (Election Boards; Absentee, Early and Election Day)	Each election board shall consist of a minimum of three judges (required); one presiding judge and two election judges. Election clerks can also be appointed to assist the presiding judge and election judges.	1-2-12 & 1-9-5(C), 1-2-4, 1-2-5, 1-2-16, 1-2-17 NMSA 1978	For all polling locations, no fewer than three judges are required to administer the election. In the case of Voter Convenience Centers (VCCs), a minimum of two ballot-on-demand stations are required per site; counties will need to plan accordingly to ensure adequate staffing to operate these systems.
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Messengers	The county clerk may appoint messengers to deliver ballot boxes, poll books, keys, election supplies and other materials pertaining to the election. Messengers may also be authorized to collect absentee ballots and removable media storage devices from polling places designated by the county clerk, and deliver them to locations.	1-2-20, NMSA 1978	Individuals appointed by the clerk to serve as messengers, who comply with the requirements outlined in 1-2-20.
Election Publications	Election board standby list: Not less than twenty-one days prior to the date for appointing members of election boards, the county clerk shall publish a notice once in a newspaper of general circulation to the effect that election boards are to be appointed for the specified number of precincts, stating the number of persons composing each board and that applications for the standby list will be accepted at the county clerk's office. Notice of election: The notice of election shall be published at least once, not more than twenty-one nor less than seven days before election day. The notice of election shall be published in a legal newspaper as provided in Section 14-11-2, NMSA 1978. If no legal newspaper is published in the	1-2-9 & 1-11-3(A), NMSA 1978	Publication of the election board standby list and notice of election.

	<p>county, the notice of election shall be published in a legal newspaper of general circulation in the county. The notice of election shall be printed in English and Spanish. The notice of election shall be broadcast on a radio station in the appropriate Native American languages in those counties affected by the federal Voting Rights Act of 1965, as amended.</p>		
Polling Place Signage & Building Requirements	<p>The location of each polling place within a building shall be clearly designated by appropriate signs, displayed prominently and clearly. Signs for each polling place shall be clearly displayed outside the building where polling takes place.</p>	1-3-18(A), 1-22-19, NMSA 1978	Appropriate signage and materials used to clearly and prominently display where polling is taking place.
Postage	<p>The Secretary of State shall deposit sufficient funds in the business reply mail account for each county clerk to ensure delivery of all mailed ballot applications and returned mailed ballots.</p> <p>The clerk shall determine the most reasonable expedited means of delivery for a ballot and balloting materials for a federal qualified elector who does not request secured electronic transmission.</p>	1-6-8(A)(2); 1-6B-5(E)(2); 1-6B-7(D); & 1-6C-6C NMSA 1978	Postage for absentee ballots (outbound) and returned mail ballots (inbound).
Tabulator Delivery	<p>The county clerk shall be responsible for transporting all voting systems to and from polling places. A reasonable fee may be charged by the county for the transportation and programming of the voting systems when used pursuant to Section 196, NMSA 1978, but in no case shall such fee exceed the actual cost to the county. Voting machines shall be delivered to the assigned precinct polling place at least three days before the polls are required to be opened. The election supplies and the keys of voting machines shall be delivered to the presiding judge at least one hour before the polls are required to be opened.</p>	1-9-12(A)(E) & 1-11-11(A), NMSA 1978	Transport of voting systems to and from polling locations.
Office Supplies (for the Election)	Supplies needed for the administration of the election.	1-11-19(A)(2), NMSA 1978	Consumable office supplies required to conduct the election and post-election canvass including paper, ballot marking pens, pencils, paperclips, staples, canvas bags for ballot boxes, etc.
"Other"	N/A	N/A	Temporary election support staff <i>and/or</i> overtime (OT) for county employees, provided the OT is incurred during the conduct and administration of the Election.

TABLE 2. APPENDIX B
Schedule of Non-Allowable Expenses

DESCRIPTION	EXAMPLES / DETAILS
County Staff Salaries	Base salaries for permanent county employees are not allowable under any circumstance. Hours worked while conducting election duties during a normally scheduled workday schedule is not an eligible item. Only the overtime (OT) costs incurred during the conduct and administration of the election is eligible.
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Non-Election Supplies & Equipment	General office supplies or unrelated equipment such as Personal Protective Equipment (PPE), toolboxes, toner, laptops, extension cords, lighting, keyboards, monitors, routers, printers, kitchen appliances, etc. Counties should contact the Secretary of State's Office in advance for clarification on eligible items.
Pre-Early Voting Payroll	Any and all payroll costs, including temporary worker salaries and county staff, incurred before the official Early Voting period start date are not eligible.
Hired or Contracted Security	Security personnel, private guards, or local law enforcement not required under statute or specifically authorized for polling places are not reimbursable.
Vendor-Restricted Supplies	Supplies or services procured from Ballot on Demand vendors (e.g., Robis Inc. and AES dba Impressions Inc.) that are separate and independent of the pre-approved supply list provided by the Secretary of State are not eligible. This includes items such as Mi-Fis, hand-tally sheets, or any other miscellaneous supplies not explicitly included on the pre-approved list. The State either provides these approved supplies directly or procures them centrally. Counties should contact the Secretary of State's Office in advance for clarification on eligible items.
Travel Expenses Not Related to Election Operations	Mileage or lodging unrelated to direct support of training or messenger services outlined in 1-2-20 NMSA 1978 are not reimbursable.
Food or Refreshments	Meals, catering, snacks, or beverages for any staff members, poll workers, or volunteers are not eligible for reimbursement.
Capital Equipment or Durable Goods	Items with a lifespan beyond the election, such as furniture, safes, permanent signage, shelving, or storage cabinets, are non-reimbursable.
Promotional Materials	Items such as branded merchandise, giveaways, advertisements, or marketing materials are ineligible.
Software or Licenses Unrelated to Voting Equipment	Non-voting software, such as Microsoft Office licenses, payroll and/or people management software, antivirus software, or unrelated subscriptions, are not allowable.
Cleaning Services	Costs related to janitorial, sanitation, or office cleaning services are not reimbursable.
Legal or Consulting Fees	Attorney, lobbying, or general consulting services not directly tied to the statutory conduct of the election are not eligible.
Facility Improvements	Permanent building improvements, utility upgrades, or renovations are not reimbursable through these election funds.
Tabulator (and other) Consumables	Items such as batteries, ink cartridges, test decks, cleaning sheets, replacement keys, and security seals used in tabulators. These are either provided directly by the Secretary of State's Office for free or procured separately by the State. Counties should not purchase these items using these funds. Contact the Secretary of State's Office for details on availability or sourcing for tabulator consumables.

NEW MEXICO
MEMORANDUM OF UNDERSTANDING
OFFICE OF THE SECRETARY OF STATE
AND
Torrance COUNTY

This **MEMORANDUM OF UNDERSTANDING** ("Agreement" or "MOU") is entered into by and between the Office of the Secretary of State ("Office" or "Agency") and Torrance County ("County"), (collectively, "the Parties") as of the last date of execution by the Parties below.

RECITALS

WHEREAS, the Regular Local Election ("Election") is to be held statewide on November 4th, 2025 "Election Day"; and

WHEREAS, the Agency, as required under the New Mexico Election Code, is responsible to pay eligible costs of the Election, including reasonable costs incurred by each County Clerk; (NMSA 1978 §1-11-19 Costs of Elections; Election Fund); and

WHEREAS, the Agency has been appropriated funds from the New Mexico State Legislature to pay for the cost of conducting and/or administering a Statewide Election; and

WHEREAS, it is in the interest of both Parties for the Office to sub-grant appropriated funds to each County prior to a given Election with the intent of such funds to cover the costs of running an Election.

AGREEMENT

THEREFORE, the Parties agree that this MOU is entered expressly and solely for the purpose of providing state-appropriated funds to **Torrance** to cover the costs of conducting and administering the Regular Local Election.

1. RESPONSIBILITIES

The Office shall:

- A. Issue to **Torrance** County a warrant drawn through the New Mexico Department of Finance and Administration (DFA) at least ninety (90) days prior to Election Day in the amount of **\$53,270.60** for projected costs that the Parties agree will be incurred in the administration of the Regular Local Election.

The County shall:

- A. Finalize and sign this MOU at least sixty (60) days prior to Election Day.
- B. Use the appropriated funds in accordance with the New Mexico Election Code and in compliance with the reimbursable expenses outlined in Appendix A of this Agreement.
- C. Provide to the Office, no later than forty-five (45) days following Election Day, a full accounting of expenses incurred during the Election and provide to the Office all invoices, receipts, and copies

2025 Regular Local Election MOU

of warrants paid by the County during the election cycle.

- A. Return any unused funds to the Office upon completion of election-related activity no later than forty-five (45) days following Election Day.

1. ADDITIONAL REIMBURSEMENTS

If Election costs incurred to a County exceed the initial amount provided through this MOU, the County may request reimbursement no later than forty-five (45) days after Election Day using a prescribed form provided by the Office with a description detailing the additional costs and their relevance to the Election. Additional costs are not guaranteed to be reimbursed but shall be reimbursed by the Office if such costs are deemed to be eligible expenses and if funds are available.

2. INELIGIBLE EXPENSES

The Office shall not reimburse ineligible expenses under any circumstance. The Office shall conduct an internal review of all expenditures under this MOU and utilize historical expenditure data to verify year-over-year trends to determine eligibility of expenses and their applicability to the items listed in Table 1. Appendix A.

All work is expected to be complete on or before Election Day; in no case shall work extend beyond Election Day with the exception of poll worker costs described in Table 1. Appendix A, a potential recount or recheck, or any work required by a court order issued pursuant to the Election Code. If any funds remain after the completion of the Election, such funds must be returned to the Office forty-five (45) days following Election Day.

Table 2. Appendix B is the Schedule of Non-Allowable Expenses. The items are not eligible for reimbursement with funds provided under this MOU. This does not mean these expenses are not legitimate election-related costs; rather, they must be covered using county funds. Counties must ensure that expenditures conform strictly to allowable categories as outlined in Appendix A. The items in Appendix B are examples of non-reimbursable cost for this fund source and are not intended to be exhaustive.

3. BUDGET ALLOCATION BY DESCRIPTION/AMOUNT

ELECTION EXPENDITURE SUMMARY		
Item	Description	Amount
1	Poll Worker/Election Board	31,725.33
2	Registration Officers <i>(including Same Day Registration)</i>	1379.7
3	Language Interpreters	0
4	Election Publication(s)	4,388.18
5	Tabulator Delivery	1,809.14
6	Postage <i>(if applicable)</i>	376.82
7	Office Supplies <i>(if applicable)</i>	8,362.63
8	Messengers/Couriers <i>(if applicable)</i>	1,164.59
9	Polling Place Signage & Building Requirement <i>(if applicable)</i>	892.08
10	Other	2,005.71
11	Recount Costs <i>(if applicable)</i>	1,166.40
Total Amount		53,270.60

4. TERM

This Agreement shall become effective upon the final signature affixed to this Agreement and shall remain in effect until its expiration forty-five (45) days following Election Day, unless terminated pursuant to Article 7.

5. RESPONSIBILITIES

- A. **Records.** The County shall maintain all fiscal records detailing expenditures under this MOU and follow Generally Accepted Accounting Principles (GAAP), and account for all receipts and disbursements of funds transferred to the County pursuant to this MOU.
- B. **MOU Execution.** Should a MOU between the Parties fail to be finalized sixty (60) days prior to Election Day, the County shall only be reimbursed for eligible expenses as outlined in 1.10.36 NMAC and will only be reimbursed upon finalization of an executed MOU.
- C. **Reporting.** Each County shall file a report of expenditures with the Office no later than forty-five (45) days after Election Day for accounting. The report shall include a completed expenditure form provided by the Office with a description detailing the costs and their relevance to the Election. The County shall return any unused funds via physical check made out to the Office of the Secretary of State no later than forty-five (45) days after Election Day. If a County does not file expenditure reports by the deadline established in Section A of 1.10.36.10 NMAC, the County shall not be reimbursed for additional requests until the expenditure report is filed and funds become available for reimbursement.

6. LIABILITY

Each Party shall be solely responsible for liabilities due to its own violation or alleged violation of requirements applicable to the performance of the MOU. Neither Party shall be responsible for the other Party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

7. TERMINATION

Either Party may terminate this Agreement for cause or convenience by giving notice in writing to the other Party within thirty (30) days of the date of intended termination.

8. AMENDMENT

This MOU shall not be altered, changed, or amended except by a written instrument duly executed by both Parties. Any amendments shall be made in writing and shall be agreed to and executed by the respective signatories before becoming effective.

9. CONTACTS

The parties will send written notice when needed to the following individuals:

2025 Regular Local Election MOU

To the Office:

Johanna Kehoe
Chief Financial Officer
New Mexico Office of the Secretary of State
325 Don Gaspar Ave, Suite 300
Santa Fe, NM 87501
johanna.kehoe@sos.nm.gov
505.827.3615

To the County:

Torrance
County Clerk
P.O. Box 767, Estancia, NM 87016
schavez@tcnm.us
(505) 544-4363

10. MISCELLANEOUS PROVISIONS

- A. **Compliance with Laws.** The laws of the State of New Mexico will govern this MOU. The Parties shall comply with all federal and State laws, regulations, and rules applicable to the performance of this MOU and the duties hereunder.
- B. **Subsequent Terms.** This MOU supersedes and replaces all previous oral or written agreements between the Parties relating to the subject matter hereof. Furthermore, this MOU contains the entire agreement and understanding between the Parties relating to the subject matter.
- C. **Appropriations.** The terms of this MOU are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico.
- D. **Property.** The parties understand and agree that property, if any, acquired as a result of this Agreement shall be the property of the County.

2025 Regular Local Election MOU

In witness whereof, this Agreement is duly executed upon the date of the last signature affixed and dated:

Maggie Toulouse Oliver, Secretary of State
Office of the Secretary of State

Date

Peter Auh, General Counsel
Office of the Secretary of State

Date

Sylvia Chavez, County Clerk
County of **Torrance**

Date

Michael Garcia, County Attorney
County of Torrance

Date

TABLE 1. APPENDIX A
Schedule of Cost Eligibility

DESCRIPTION	STATUTORY REQUIREMENT	RELEVANT STATUTE(S)	REASONABLY INCLUDES:
Poll Workers (Election Boards; Absentee, Early and Election Day)	Each election board shall consist of a minimum of three judges (required); one presiding judge and two election judges. Election clerks can also be appointed to assist the presiding judge and election judges.	1-2-12 & 1-9-5(C), 1-2-4,1-2-5, 1-2-16,1-2-17 NMSA 1978	For all polling locations, no fewer than three judges are required to administer the election. In the case of Voter Convenience Centers (VCCs), a minimum of two ballot-on-demand stations are required per site; counties will need to plan accordingly to ensure adequate staffing to operate these systems.
Registration Officers (Same Day Registration)	During a statewide the county clerk's office or alternate voting location if the clerk has assigned an authorized deputy to serve as a registration officer at the alternate voting location.	1-4-5.7 (D), NMSA 1978	The cost of one authorized registration officer, per polling location (that is offering SDR), per day.
Interpreters	In those polling places designated by the secretary of state as being subject to the provisions of the 1975 amendments to the federal Voting Rights Act of 1965, oral assistance shall be made available to assist language minority voters who cannot read sufficiently well to exercise the elective franchise. As used in the Election Code, "language minority" means a person who is an American Indian or of Spanish heritage and "inability to read well enough to exercise the elective franchise" means inability to read the languages in which the ballot is printed or the inability to understand instructions for operating the voting machine.	1-2-19, NMSA 1978	Assisting voters who speak a language that is unwritten; precincts identified as "Native American Precincts" through the Native American Election Information Program.
Messengers	The county clerk may appoint messengers to deliver ballot boxes, poll books, keys, election supplies and other materials pertaining to the election. Messengers may also be authorized to collect absentee ballots and removable media storage devices from polling places designated by the county clerk. and deliver them to locations.	1-2-20, NMSA 1978	Individuals appointed by the clerk to serve as messengers, who comply with the requirements outlined in 1-2-20.
Election Publications	Election board standby list: Not less than twenty-one days prior to the date for appointing members of election boards, the county clerk shall publish a notice once in a newspaper of general circulation to the effect that election boards are to be appointed for the specified number of precincts, stating the number of persons composing each board and that applications for the standby list will be accepted at the county clerk's office. Notice of election: The notice of election shall be published at least once, not more than twenty-one nor less than seven days before election day. The notice of election shall be published in a legal newspaper as provided in Section 14-11-2, NMSA 1978. If no legal newspaper is published in the	1-2-9 & 1-11-3(A), NMSA 1978	Publication of the election board standby list and notice of election.

	<p>county, the notice of election shall be published in a legal newspaper of general circulation in the county. The notice of election shall be printed in English and Spanish. The notice of election shall be broadcast on a radio station in the appropriate Native American languages in those counties affected by the federal Voting Rights Act of 1965, as amended.</p>		
Polling Place Signage & Building Requirements	<p>The location of each polling place within a building shall be clearly designated by appropriate signs, displayed prominently and clearly. Signs for each polling place shall be clearly displayed outside the building where polling takes place.</p>	1-3-18(A), 1-22-19, NMSA 1978	Appropriate signage and materials used to clearly and prominently display where polling is taking place.
Postage	<p>The Secretary of State shall deposit sufficient funds in the business reply mail account for each county clerk to ensure delivery of all mailed ballot applications and returned mailed ballots.</p> <p>The clerk shall determine the most reasonable expedited means of delivery for a ballot and balloting materials for a federal qualified elector who does not request secured electronic transmission.</p>	1-6-8(A)(2); 1-6B-5(E)(2); 1-6B-7(D); & 1-6C-6C NMSA 1978	Postage for absentee ballots (outbound) and returned mail ballots (inbound).
Tabulator Delivery	<p>The county clerk shall be responsible for transporting all voting systems to and from polling places. A reasonable fee may be charged by the county for the transportation and programming of the voting systems when used pursuant to Section 196, NMSA 1978, but in no case shall such fee exceed the actual cost to the county. Voting machines shall be delivered to the assigned precinct polling place at least three days before the polls are required to be opened. The election supplies and the keys of voting machines shall be delivered to the presiding judge at least one hour before the polls are required to be opened.</p>	1-9-12(A)(E) & 1-11-11(A), NMSA 1978	Transport of voting systems to and from polling locations.
Office Supplies (for the Election)	<p>Supplies needed for the administration of the election.</p>	1-11-19(A)(2), NMSA 1978	Consumable office supplies required to conduct the election and post-election canvass including paper, ballot marking pens, pencils, paperclips, staples, canvas bags for ballot boxes, etc.
"Other"	N/A	N/A	Temporary election support staff <i>and/or</i> overtime (OT) for county employees, provided the OT is incurred during the conduct and administration of the Election.

TABLE 2. APPENDIX B
Schedule of Non-Allowable Expenses

DESCRIPTION	EXAMPLES / DETAILS
County Staff Salaries	Base salaries for permanent county employees are not allowable under any circumstance. Hours worked while conducting election duties during a normally scheduled workday schedule is not an eligible item. Only the overtime (OT) costs incurred during the conduct and administration of the election is eligible.
Fringe Benefits for County Staff	Costs such as FICA, Medicare, PERA, health insurance, or other benefit-related expenses associated with permanent staff OT are not reimbursable. Only the OT is eligible.
Non-Election Supplies & Equipment	General office supplies or unrelated equipment such as Personal Protective Equipment (PPE), toolboxes, toner, laptops, extension cords, lighting, keyboards, monitors, routers, printers, kitchen appliances, etc. Counties should contact the Secretary of State's Office in advance for clarification on eligible items.
Pre-Early Voting Payroll	Any and all payroll costs, including temporary worker salaries and county staff, incurred before the official Early Voting period start date are not eligible.
Hired or Contracted Security	Security personnel, private guards, or local law enforcement not required under statute or specifically authorized for polling places are not reimbursable.
Vendor-Restricted Supplies	Supplies or services procured from Ballot on Demand vendors (e.g., Robis Inc. and AES dba Impressions Inc.) that are separate and independent of the pre-approved supply list provided by the Secretary of State are not eligible. This includes items such as Mi-Fis, hand-tally sheets, or any other miscellaneous supplies not explicitly included on the pre-approved list. The State either provides these approved supplies directly or procures them centrally. Counties should contact the Secretary of State's Office in advance for clarification on eligible items.
Travel Expenses Not Related to Election Operations	Mileage or lodging unrelated to direct support of training or messenger services outlined in 1-2-20 NMSA 1978 are not reimbursable.
Food or Refreshments	Meals, catering, snacks, or beverages for any staff members, poll workers, or volunteers are not eligible for reimbursement.
Capital Equipment or Durable Goods	Items with a lifespan beyond the election, such as furniture, safes, permanent signage, shelving, or storage cabinets, are non-reimbursable.
Promotional Materials	Items such as branded merchandise, giveaways, advertisements, or marketing materials are ineligible.
Software or Licenses Unrelated to Voting Equipment	Non-voting software, such as Microsoft Office licenses, payroll and/or people management software, antivirus software, or unrelated subscriptions, are not allowable.
Cleaning Services	Costs related to janitorial, sanitation, or office cleaning services are not reimbursable.
Legal or Consulting Fees	Attorney, lobbying, or general consulting services not directly tied to the statutory conduct of the election are not eligible.
Facility Improvements	Permanent building improvements, utility upgrades, or renovations are not reimbursable through these election funds.
Tabulator (and other) Consumables	Items such as batteries, ink cartridges, test decks, cleaning sheets, replacement keys, and security seals used in tabulators. These are either provided directly by the Secretary of State's Office for free or procured separately by the State. Counties should not purchase these items using these funds. Contact the Secretary of State's Office for details on availability or sourcing for tabulator consumables.

NEW MEXICO
MEMORANDUM OF UNDERSTANDING
OFFICE OF THE SECRETARY OF STATE
AND
Torrance COUNTY

This **MEMORANDUM OF UNDERSTANDING** ("Agreement" or "MOU") is entered into by and between the Office of the Secretary of State ("Office" or "Agency") and Torrance County ("County"), (collectively, "the Parties") as of the last date of execution by the Parties below.

RECITALS

WHEREAS, the Regular Local Election ("Election") is to be held statewide on November 4th, 2025 "Election Day"; and

WHEREAS, the Agency, as required under the New Mexico Election Code, is responsible to pay eligible costs of the Election, including reasonable costs incurred by each County Clerk; (NMSA 1978 §1-11-19 Costs of Elections; Election Fund); and

WHEREAS, the Agency has been appropriated funds from the New Mexico State Legislature to pay for the cost of conducting and/or administering a Statewide Election; and

WHEREAS, it is in the interest of both Parties for the Office to sub-grant appropriated funds to each County prior to a given Election with the intent of such funds to cover the costs of running an Election.

AGREEMENT

THEREFORE, the Parties agree that this MOU is entered expressly and solely for the purpose of providing state-appropriated funds to **Torrance** to cover the costs of conducting and administering the Regular Local Election.

1. RESPONSIBILITIES

The Office shall:

- A. Issue to **Torrance** County a warrant drawn through the New Mexico Department of Finance and Administration (DFA) at least ninety (90) days prior to Election Day in the amount of **\$53,270.60** for projected costs that the Parties agree will be incurred in the administration of the Regular Local Election.

The County shall:

- A. Finalize and sign this MOU at least sixty (60) days prior to Election Day.
- B. Use the appropriated funds in accordance with the New Mexico Election Code and in compliance with the reimbursable expenses outlined in Appendix A of this Agreement.
- C. Provide to the Office, no later than forty-five (45) days following Election Day, a full accounting of expenses incurred during the Election and provide to the Office all invoices, receipts, and copies

2025 Regular Local Election MOU

of warrants paid by the County during the election cycle.

- A. Return any unused funds to the Office upon completion of election-related activity no later than forty-five (45) days following Election Day.

1. ADDITIONAL REIMBURSEMENTS

If Election costs incurred to a County exceed the initial amount provided through this MOU, the County may request reimbursement no later than forty-five (45) days after Election Day using a prescribed form provided by the Office with a description detailing the additional costs and their relevance to the Election. Additional costs are not guaranteed to be reimbursed but shall be reimbursed by the Office if such costs are deemed to be eligible expenses and if funds are available.

2. INELIGIBLE EXPENSES

The Office shall not reimburse ineligible expenses under any circumstance. The Office shall conduct an internal review of all expenditures under this MOU and utilize historical expenditure data to verify year-over-year trends to determine eligibility of expenses and their applicability to the items listed in Table 1. Appendix A.

All work is expected to be complete on or before Election Day; in no case shall work extend beyond Election Day with the exception of poll worker costs described in Table 1. Appendix A, a potential recount or recheck, or any work required by a court order issued pursuant to the Election Code. If any funds remain after the completion of the Election, such funds must be returned to the Office forty-five (45) days following Election Day.

Table 2. Appendix B is the Schedule of Non-Allowable Expenses. The items are not eligible for reimbursement with funds provided under this MOU. This does not mean these expenses are not legitimate election-related costs; rather, they must be covered using county funds. Counties must ensure that expenditures conform strictly to allowable categories as outlined in Appendix A. The items in Appendix B are examples of non-reimbursable cost for this fund source and are not intended to be exhaustive.

3. BUDGET ALLOCATION BY DESCRIPTION/AMOUNT

ELECTION EXPENDITURE SUMMARY		
Item	Description	Amount
1	Poll Worker/Election Board	31,725.33
2	Registration Officers <i>(including Same Day Registration)</i>	1379.7
3	Language Interpreters	0
4	Election Publication(s)	4,388.18
5	Tabulator Delivery	1,809.14
6	Postage <i>(if applicable)</i>	376.82
7	Office Supplies <i>(if applicable)</i>	8,362.63
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9	Polling Place Signage & Building Requirement <i>(if applicable)</i>	892.08
10	Other	2,005.71
11	Recount Costs <i>(if applicable)</i>	1,166.40
Total Amount		53,270.60

4. TERM

This Agreement shall become effective upon the final signature affixed to this Agreement and shall remain in effect until its expiration forty-five (45) days following Election Day, unless terminated pursuant to Article 7.

5. RESPONSIBILITIES

- A. **Records.** The County shall maintain all fiscal records detailing expenditures under this MOU and follow Generally Accepted Accounting Principles (GAAP), and account for all receipts and disbursements of funds transferred to the County pursuant to this MOU.
- B. **MOU Execution.** Should a MOU between the Parties fail to be finalized sixty (60) days prior to Election Day, the County shall only be reimbursed for eligible expenses as outlined in 1.10.36 NMAC and will only be reimbursed upon finalization of an executed MOU.
- C. **Reporting.** Each County shall file a report of expenditures with the Office no later than forty-five (45) days after Election Day for accounting. The report shall include a completed expenditure form provided by the Office with a description detailing the costs and their relevance to the Election. The County shall return any unused funds via physical check made out to the Office of the Secretary of State no later than forty-five (45) days after Election Day. If a County does not file expenditure reports by the deadline established in Section A of 1.10.36.10 NMAC, the County shall not be reimbursed for additional requests until the expenditure report is filed and funds become available for reimbursement.

6. LIABILITY

Each Party shall be solely responsible for liabilities due to its own violation or alleged violation of requirements applicable to the performance of the MOU. Neither Party shall be responsible for the other Party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

7. TERMINATION

Either Party may terminate this Agreement for cause or convenience by giving notice in writing to the other Party within thirty (30) days of the date of intended termination.

8. AMENDMENT

This MOU shall not be altered, changed, or amended except by a written instrument duly executed by both Parties. Any amendments shall be made in writing and shall be agreed to and executed by the respective signatories before becoming effective.

9. CONTACTS

The parties will send written notice when needed to the following individuals:

2025 Regular Local Election MOU

To the Office:

Johanna Kehoe
Chief Financial Officer
New Mexico Office of the Secretary of State
325 Don Gaspar Ave, Suite 300
Santa Fe, NM 87501
johanna.kehoe@sos.nm.gov
505.827.3615

To the County:

Torrance
County Clerk
P.O. Box 767, Estancia, NM 87016
schavez@tcnm.us
(505) 544-4363

10. MISCELLANEOUS PROVISIONS

- A. **Compliance with Laws.** The laws of the State of New Mexico will govern this MOU. The Parties shall comply with all federal and State laws, regulations, and rules applicable to the performance of this MOU and the duties hereunder.
- B. **Subsequent Terms.** This MOU supersedes and replaces all previous oral or written agreements between the Parties relating to the subject matter hereof. Furthermore, this MOU contains the entire agreement and understanding between the Parties relating to the subject matter.
- C. **Appropriations.** The terms of this MOU are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico.
- D. **Property.** The parties understand and agree that property, if any, acquired as a result of this Agreement shall be the property of the County.

2025 Regular Local Election MOU

In witness whereof, this Agreement is duly executed upon the date of the last signature affixed and dated:

Maggie Toulouse Oliver, Secretary of State
Office of the Secretary of State

Date

Peter Auh, General Counsel
Office of the Secretary of State

Date

Sylvia Chavez, County Clerk
County of **Torrance**

Date

Michael Garcia, County Attorney
County of Torrance

Date

TABLE 1. APPENDIX A
Schedule of Cost Eligibility

DESCRIPTION	STATUTORY REQUIREMENT	RELEVANT STATUTE(S)	REASONABLY INCLUDES:
Poll Workers (Election Boards; Absentee, Early and Election Day)	Each election board shall consist of a minimum of three judges (required); one presiding judge and two election judges. Election clerks can also be appointed to assist the presiding judge and election judges.	1-2-12 & 1-9-5(C), 1-2-4, 1-2-5, 1-2-16, 1-2-17 NMSA 1978	For all polling locations, no fewer than three judges are required to administer the election. In the case of Voter Convenience Centers (VCCs), a minimum of two ballot-on-demand stations are required per site; counties will need to plan accordingly to ensure adequate staffing to operate these systems.
Registration Officers (Same Day Registration)	During a statewide the county clerk's office or alternate voting location if the clerk has assigned an authorized deputy to serve as a registration officer at the alternate voting location.	1-4-5.7 (D), NMSA 1978	The cost of one authorized registration officer, per polling location (that is offering SDR), per day.
Interpreters	In those polling places designated by the secretary of state as being subject to the provisions of the 1975 amendments to the federal Voting Rights Act of 1965, oral assistance shall be made available to assist language minority voters who cannot read sufficiently well to exercise the elective franchise. As used in the Election Code, "language minority" means a person who is an American Indian or of Spanish heritage and "inability to read well enough to exercise the elective franchise" means inability to read the languages in which the ballot is printed or the inability to understand instructions for operating the voting machine.	1-2-19, NMSA 1978	Assisting voters who speak a language that is unwritten; precincts identified as "Native American Precincts" through the Native American Election Information Program.
Messengers	The county clerk may appoint messengers to deliver ballot boxes, poll books, keys, election supplies and other materials pertaining to the election. Messengers may also be authorized to collect absentee ballots and removable media storage devices from polling places designated by the county clerk, and deliver them to locations.	1-2-20, NMSA 1978	Individuals appointed by the clerk to serve as messengers, who comply with the requirements outlined in 1-2-20.
Election Publications	Election board standby list: Not less than twenty-one days prior to the date for appointing members of election boards, the county clerk shall publish a notice once in a newspaper of general circulation to the effect that election boards are to be appointed for the specified number of precincts, stating the number of persons composing each board and that applications for the standby list will be accepted at the county clerk's office. Notice of election: The notice of election shall be published at least once, not more than twenty-one nor less than seven days before election day. The notice of election shall be published in a legal newspaper as provided in Section 14-11-2, NMSA 1978. If no legal newspaper is published in the	1-2-9 & 1-11-3(A), NMSA 1978	Publication of the election board standby list and notice of election.

	<p>county, the notice of election shall be published in a legal newspaper of general circulation in the county. The notice of election shall be printed in English and Spanish. The notice of election shall be broadcast on a radio station in the appropriate Native American languages in those counties affected by the federal Voting Rights Act of 1965, as amended.</p>		
Polling Place Signage & Building Requirements	<p>The location of each polling place within a building shall be clearly designated by appropriate signs, displayed prominently and clearly. Signs for each polling place shall be clearly displayed outside the building where polling takes place.</p>	1-3-18(A), 1-22-19, NMSA 1978	Appropriate signage and materials used to clearly and prominently display where polling is taking place.
Postage	<p>The Secretary of State shall deposit sufficient funds in the business reply mail account for each county clerk to ensure delivery of all mailed ballot applications and returned mailed ballots.</p> <p>The clerk shall determine the most reasonable expedited means of delivery for a ballot and balloting materials for a federal qualified elector who does not request secured electronic transmission.</p>	1-6-8(A)(2); 1-6B-5(E)(2); 1-6B-7(D); & 1-6C-6C NMSA 1978	Postage for absentee ballots (outbound) and returned mail ballots (inbound).
Tabulator Delivery	<p>The county clerk shall be responsible for transporting all voting systems to and from polling places. A reasonable fee may be charged by the county for the transportation and programming of the voting systems when used pursuant to Section 196, NMSA 1978, but in no case shall such fee exceed the actual cost to the county. Voting machines shall be delivered to the assigned precinct polling place at least three days before the polls are required to be opened. The election supplies and the keys of voting machines shall be delivered to the presiding judge at least one hour before the polls are required to be opened.</p>	1-9-12(A)(E) & 1-11-11(A), NMSA 1978	Transport of voting systems to and from polling locations.
Office Supplies (for the Election)	<p>Supplies needed for the administration of the election.</p>	1-11-19(A)(2), NMSA 1978	Consumable office supplies required to conduct the election and post-election canvass including paper, ballot marking pens, pencils, paperclips, staples, canvas bags for ballot boxes, etc.
"Other"	N/A	N/A	Temporary election support staff <i>and/or</i> overtime (OT) for county employees, provided the OT is incurred during the conduct and administration of the Election.

TABLE 2. APPENDIX B
Schedule of Non-Allowable Expenses

DESCRIPTION	EXAMPLES / DETAILS
County Staff Salaries	Base salaries for permanent county employees are not allowable under any circumstance. Hours worked while conducting election duties during a normally scheduled workday schedule is not an eligible item. Only the overtime (OT) costs incurred during the conduct and administration of the election is eligible.
Fringe Benefits for County Staff	Costs such as FICA, Medicare, PERA, health insurance, or other benefit-related expenses associated with permanent staff OT are not reimbursable. Only the OT is eligible.
Non-Election Supplies & Equipment	General office supplies or unrelated equipment such as Personal Protective Equipment (PPE), toolboxes, toner, laptops, extension cords, lighting, keyboards, monitors, routers, printers, kitchen appliances, etc. Counties should contact the Secretary of State's Office in advance for clarification on eligible items.
Pre-Early Voting Payroll	Any and all payroll costs, including temporary worker salaries and county staff, incurred before the official Early Voting period start date are not eligible.
Hired or Contracted Security	Security personnel, private guards, or local law enforcement not required under statute or specifically authorized for polling places are not reimbursable.
Vendor-Restricted Supplies	Supplies or services procured from Ballot on Demand vendors (e.g., Robis Inc. and AES dba Impressions Inc.) that are separate and independent of the pre-approved supply list provided by the Secretary of State are not eligible. This includes items such as Mi-Fis, hand-tally sheets, or any other miscellaneous supplies not explicitly included on the pre-approved list. The State either provides these approved supplies directly or procures them centrally. Counties should contact the Secretary of State's Office in advance for clarification on eligible items.
Travel Expenses Not Related to Election Operations	Mileage or lodging unrelated to direct support of training or messenger services outlined in 1-2-20 NMSA 1978 are not reimbursable.
Food or Refreshments	Meals, catering, snacks, or beverages for any staff members, poll workers, or volunteers are not eligible for reimbursement.
Capital Equipment or Durable Goods	Items with a lifespan beyond the election, such as furniture, safes, permanent signage, shelving, or storage cabinets, are non-reimbursable.
Promotional Materials	Items such as branded merchandise, giveaways, advertisements, or marketing materials are ineligible.
Software or Licenses Unrelated to Voting Equipment	Non-voting software, such as Microsoft Office licenses, payroll and/or people management software, antivirus software, or unrelated subscriptions, are not allowable.
Cleaning Services	Costs related to janitorial, sanitation, or office cleaning services are not reimbursable.
Legal or Consulting Fees	Attorney, lobbying, or general consulting services not directly tied to the statutory conduct of the election are not eligible.
Facility Improvements	Permanent building improvements, utility upgrades, or renovations are not reimbursable through these election funds.
Tabulator (and other) Consumables	Items such as batteries, ink cartridges, test decks, cleaning sheets, replacement keys, and security seals used in tabulators. These are either provided directly by the Secretary of State's Office for free or procured separately by the State. Counties should not purchase these items using these funds. Contact the Secretary of State's Office for details on availability or sourcing for tabulator consumables.

NEW MEXICO
MEMORANDUM OF UNDERSTANDING
OFFICE OF THE SECRETARY OF STATE
AND
Torrance COUNTY

This **MEMORANDUM OF UNDERSTANDING** ("Agreement" or "MOU") is entered into by and between the Office of the Secretary of State ("Office" or "Agency") and Torrance County ("County"), (collectively, "the Parties") as of the last date of execution by the Parties below.

RECITALS

WHEREAS, the Regular Local Election ("Election") is to be held statewide on November 4th, 2025 "Election Day"; and

WHEREAS, the Agency, as required under the New Mexico Election Code, is responsible to pay eligible costs of the Election, including reasonable costs incurred by each County Clerk; (NMSA 1978 §1-11-19 Costs of Elections; Election Fund); and

WHEREAS, the Agency has been appropriated funds from the New Mexico State Legislature to pay for the cost of conducting and/or administering a Statewide Election; and

WHEREAS, it is in the interest of both Parties for the Office to sub-grant appropriated funds to each County prior to a given Election with the intent of such funds to cover the costs of running an Election.

AGREEMENT

THEREFORE, the Parties agree that this MOU is entered expressly and solely for the purpose of providing state-appropriated funds to **Torrance** to cover the costs of conducting and administering the Regular Local Election.

1. RESPONSIBILITIES

The Office shall:

- A. Issue to **Torrance** County a warrant drawn through the New Mexico Department of Finance and Administration (DFA) at least ninety (90) days prior to Election Day in the amount of **\$53,270.60** for projected costs that the Parties agree will be incurred in the administration of the Regular Local Election.

The County shall:

- A. Finalize and sign this MOU at least sixty (60) days prior to Election Day.
- B. Use the appropriated funds in accordance with the New Mexico Election Code and in compliance with the reimbursable expenses outlined in Appendix A of this Agreement.
- C. Provide to the Office, no later than forty-five (45) days following Election Day, a full accounting of expenses incurred during the Election and provide to the Office all invoices, receipts, and copies

2025 Regular Local Election MOU

of warrants paid by the County during the election cycle.

- A. Return any unused funds to the Office upon completion of election-related activity no later than forty-five (45) days following Election Day.

1. ADDITIONAL REIMBURSEMENTS

If Election costs incurred to a County exceed the initial amount provided through this MOU, the County may request reimbursement no later than forty-five (45) days after Election Day using a prescribed form provided by the Office with a description detailing the additional costs and their relevance to the Election. Additional costs are not guaranteed to be reimbursed but shall be reimbursed by the Office if such costs are deemed to be eligible expenses and if funds are available.

2. INELIGIBLE EXPENSES

The Office shall not reimburse ineligible expenses under any circumstance. The Office shall conduct an internal review of all expenditures under this MOU and utilize historical expenditure data to verify year-over-year trends to determine eligibility of expenses and their applicability to the items listed in Table 1. Appendix A.

All work is expected to be complete on or before Election Day; in no case shall work extend beyond Election Day with the exception of poll worker costs described in Table 1. Appendix A, a potential recount or recheck, or any work required by a court order issued pursuant to the Election Code. If any funds remain after the completion of the Election, such funds must be returned to the Office forty-five (45) days following Election Day.

Table 2. Appendix B is the Schedule of Non-Allowable Expenses. The items are not eligible for reimbursement with funds provided under this MOU. This does not mean these expenses are not legitimate election-related costs; rather, they must be covered using county funds. Counties must ensure that expenditures conform strictly to allowable categories as outlined in Appendix A. The items in Appendix B are examples of non-reimbursable cost for this fund source and are not intended to be exhaustive.

3. BUDGET ALLOCATION BY DESCRIPTION/AMOUNT

ELECTION EXPENDITURE SUMMARY		
Item	Description	Amount
1	Poll Worker/Election Board	31,725.33
2	Registration Officers (<i>including Same Day Registration</i>)	1379.7
3	Language Interpreters	0
4	Election Publication(s)	4,388.18
5	Tabulator Delivery	1,809.14
6	Postage (<i>if applicable</i>)	376.82
7	Office Supplies (<i>if applicable</i>)	8,362.63
8	Messengers/Couriers (<i>if applicable</i>)	1,164.59
9	Polling Place Signage & Building Requirement (<i>if applicable</i>)	892.08
10	Other	2,005.71
11	Recount Costs (<i>if applicable</i>)	1,166.40
Total Amount		53,270.60

4. TERM

This Agreement shall become effective upon the final signature affixed to this Agreement and shall remain in effect until its expiration forty-five (45) days following Election Day, unless terminated pursuant to Article 7.

5. RESPONSIBILITIES

- A. **Records.** The County shall maintain all fiscal records detailing expenditures under this MOU and follow Generally Accepted Accounting Principles (GAAP), and account for all receipts and disbursements of funds transferred to the County pursuant to this MOU.
- B. **MOU Execution.** Should a MOU between the Parties fail to be finalized sixty (60) days prior to Election Day, the County shall only be reimbursed for eligible expenses as outlined in 1.10.36 NMAC and will only be reimbursed upon finalization of an executed MOU.
- C. **Reporting.** Each County shall file a report of expenditures with the Office no later than forty-five (45) days after Election Day for accounting. The report shall include a completed expenditure form provided by the Office with a description detailing the costs and their relevance to the Election. The County shall return any unused funds via physical check made out to the Office of the Secretary of State no later than forty-five (45) days after Election Day. If a County does not file expenditure reports by the deadline established in Section A of 1.10.36.10 NMAC, the County shall not be reimbursed for additional requests until the expenditure report is filed and funds become available for reimbursement.

6. LIABILITY

Each Party shall be solely responsible for liabilities due to its own violation or alleged violation of requirements applicable to the performance of the MOU. Neither Party shall be responsible for the other Party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

7. TERMINATION

Either Party may terminate this Agreement for cause or convenience by giving notice in writing to the other Party within thirty (30) days of the date of intended termination.

8. AMENDMENT

This MOU shall not be altered, changed, or amended except by a written instrument duly executed by both Parties. Any amendments shall be made in writing and shall be agreed to and executed by the respective signatories before becoming effective.

9. CONTACTS

The parties will send written notice when needed to the following individuals:

2025 Regular Local Election MOU

To the Office:

Johanna Kehoe
Chief Financial Officer
New Mexico Office of the Secretary of State
325 Don Gaspar Ave, Suite 300
Santa Fe, NM 87501
johanna.kehoe@sos.nm.gov
505.827.3615

To the County:

Torrance
County Clerk
P.O. Box 767, Estancia, NM 87016
schavez@tcnm.us
(505) 544-4363

10. MISCELLANEOUS PROVISIONS

- A. **Compliance with Laws.** The laws of the State of New Mexico will govern this MOU. The Parties shall comply with all federal and State laws, regulations, and rules applicable to the performance of this MOU and the duties hereunder.
- B. **Subsequent Terms.** This MOU supersedes and replaces all previous oral or written agreements between the Parties relating to the subject matter hereof. Furthermore, this MOU contains the entire agreement and understanding between the Parties relating to the subject matter.
- C. **Appropriations.** The terms of this MOU are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico.
- D. **Property.** The parties understand and agree that property, if any, acquired as a result of this Agreement shall be the property of the County.

2025 Regular Local Election MOU

In witness whereof, this Agreement is duly executed upon the date of the last signature affixed and dated:

Maggie Toulouse Oliver, Secretary of State
Office of the Secretary of State

Date

Peter Auh, General Counsel
Office of the Secretary of State

Date

Sylvia Chavez, County Clerk
County of **Torrance**

Date

Michael Garcia, County Attorney
County of Torrance

Date

TABLE 1. APPENDIX A
Schedule of Cost Eligibility

DESCRIPTION	STATUTORY REQUIREMENT	RELEVANT STATUTE(S)	REASONABLY INCLUDES:
Poll Workers (Election Boards; Absentee, Early and Election Day)	Each election board shall consist of a minimum of three judges (required); one presiding judge and two election judges. Election clerks can also be appointed to assist the presiding judge and election judges.	1-2-12 & 1-9-5(C), 1-2-4, 1-2-5, 1-2-16, 1-2-17 NMSA 1978	For all polling locations, no fewer than three judges are required to administer the election. In the case of Voter Convenience Centers (VCCs), a minimum of two ballot-on-demand stations are required per site; counties will need to plan accordingly to ensure adequate staffing to operate these systems.
Registration Officers (Same Day Registration)	During a statewide the county clerk's office or alternate voting location if the clerk has assigned an authorized deputy to serve as a registration officer at the alternate voting location.	1-4-5.7 (D), NMSA 1978	The cost of one authorized registration officer, per polling location (that is offering SDR), per day.
Interpreters	In those polling places designated by the secretary of state as being subject to the provisions of the 1975 amendments to the federal Voting Rights Act of 1965, oral assistance shall be made available to assist language minority voters who cannot read sufficiently well to exercise the elective franchise. As used in the Election Code, "language minority" means a person who is an American Indian or of Spanish heritage and "inability to read well enough to exercise the elective franchise" means inability to read the languages in which the ballot is printed or the inability to understand instructions for operating the voting machine.	1-2-19, NMSA 1978	Assisting voters who speak a language that is unwritten; precincts identified as "Native American Precincts" through the Native American Election Information Program.
Messengers	The county clerk may appoint messengers to deliver ballot boxes, poll books, keys, election supplies and other materials pertaining to the election. Messengers may also be authorized to collect absentee ballots and removable media storage devices from polling places designated by the county clerk, and deliver them to locations.	1-2-20, NMSA 1978	Individuals appointed by the clerk to serve as messengers, who comply with the requirements outlined in 1-2-20.
Election Publications	Election board standby list: Not less than twenty-one days prior to the date for appointing members of election boards, the county clerk shall publish a notice once in a newspaper of general circulation to the effect that election boards are to be appointed for the specified number of precincts, stating the number of persons composing each board and that applications for the standby list will be accepted at the county clerk's office. Notice of election: The notice of election shall be published at least once, not more than twenty-one nor less than seven days before election day. The notice of election shall be published in a legal newspaper as provided in Section 14-11-2, NMSA 1978. If no legal newspaper is published in the	1-2-9 & 1-11-3(A), NMSA 1978	Publication of the election board standby list and notice of election.

	<p>county, the notice of election shall be published in a legal newspaper of general circulation in the county.</p> <p>The notice of election shall be printed in English and Spanish. The notice of election shall be broadcast on a radio station in the appropriate Native American languages in those counties affected by the federal Voting Rights Act of 1965, as amended.</p>		
Polling Place Signage & Building Requirements	<p>The location of each polling place within a building shall be clearly designated by appropriate signs, displayed prominently and clearly. Signs for each polling place shall be clearly displayed outside the building where polling takes place.</p>	1-3-18(A), 1-22-19, NMSA 1978	Appropriate signage and materials used to clearly and prominently display where polling is taking place.
Postage	<p>The Secretary of State shall deposit sufficient funds in the business reply mail account for each county clerk to ensure delivery of all mailed ballot applications and returned mailed ballots.</p> <p>The clerk shall determine the most reasonable expedited means of delivery for a ballot and balloting materials for a federal qualified elector who does not request secured electronic transmission.</p>	1-6-8(A)(2); 1-6B-5(E)(2); 1-6B-7(D); & 1-6C-6C NMSA 1978	Postage for absentee ballots (outbound) and returned mail ballots (inbound).
Tabulator Delivery	<p>The county clerk shall be responsible for transporting all voting systems to and from polling places. A reasonable fee may be charged by the county for the transportation and programming of the voting systems when used pursuant to Section 196, NMSA 1978, but in no case shall such fee exceed the actual cost to the county. Voting machines shall be delivered to the assigned precinct polling place at least three days before the polls are required to be opened. The election supplies and the keys of voting machines shall be delivered to the presiding judge at least one hour before the polls are required to be opened.</p>	1-9-12(A)(E) & 1-11-11(A), NMSA 1978	Transport of voting systems to and from polling locations.
Office Supplies (for the Election)	Supplies needed for the administration of the election.	1-11-19(A)(2), NMSA 1978	Consumable office supplies required to conduct the election and post-election canvass including paper, ballot marking pens, pencils, paperclips, staples, canvas bags for ballot boxes, etc.
"Other"	N/A	N/A	Temporary election support staff <i>and/or</i> overtime (OT) for county employees, provided the OT is incurred during the conduct and administration of the Election.

TABLE 2. APPENDIX B
Schedule of Non-Allowable Expenses

DESCRIPTION	EXAMPLES / DETAILS
County Staff Salaries	Base salaries for permanent county employees are not allowable under any circumstance. Hours worked while conducting election duties during a normally scheduled workday schedule is not an eligible item. Only the overtime (OT) costs incurred during the conduct and administration of the election is eligible.
Fringe Benefits for County Staff	Costs such as FICA, Medicare, PERA, health insurance, or other benefit-related expenses associated with permanent staff OT are not reimbursable. Only the OT is eligible.
Non-Election Supplies & Equipment	General office supplies or unrelated equipment such as Personal Protective Equipment (PPE), toolboxes, toner, laptops, extension cords, lighting, keyboards, monitors, routers, printers, kitchen appliances, etc. Counties should contact the Secretary of State's Office in advance for clarification on eligible items.
Pre-Early Voting Payroll	Any and all payroll costs, including temporary worker salaries and county staff, incurred before the official Early Voting period start date are not eligible.
Hired or Contracted Security	Security personnel, private guards, or local law enforcement not required under statute or specifically authorized for polling places are not reimbursable.
Vendor-Restricted Supplies	Supplies or services procured from Ballot on Demand vendors (e.g., Robis Inc. and AES dba Impressions Inc.) that are separate and independent of the pre-approved supply list provided by the Secretary of State are not eligible. This includes items such as Mi-Fis, hand-tally sheets, or any other miscellaneous supplies not explicitly included on the pre-approved list. The State either provides these approved supplies directly or procures them centrally. Counties should contact the Secretary of State's Office in advance for clarification on eligible items.
Travel Expenses Not Related to Election Operations	Mileage or lodging unrelated to direct support of training or messenger services outlined in 1-2-20 NMSA 1978 are not reimbursable.
Food or Refreshments	Meals, catering, snacks, or beverages for any staff members, poll workers, or volunteers are not eligible for reimbursement.
Capital Equipment or Durable Goods	Items with a lifespan beyond the election, such as furniture, safes, permanent signage, shelving, or storage cabinets, are non-reimbursable.
Promotional Materials	Items such as branded merchandise, giveaways, advertisements, or marketing materials are ineligible.
Software or Licenses Unrelated to Voting Equipment	Non-voting software, such as Microsoft Office licenses, payroll and/or people management software, antivirus software, or unrelated subscriptions, are not allowable.
Cleaning Services	Costs related to janitorial, sanitation, or office cleaning services are not reimbursable.
Legal or Consulting Fees	Attorney, lobbying, or general consulting services not directly tied to the statutory conduct of the election are not eligible.
Facility Improvements	Permanent building improvements, utility upgrades, or renovations are not reimbursable through these election funds.
Tabulator (and other) Consumables	Items such as batteries, ink cartridges, test decks, cleaning sheets, replacement keys, and security seals used in tabulators. These are either provided directly by the Secretary of State's Office for free or procured separately by the State. Counties should not purchase these items using these funds. Contact the Secretary of State's Office for details on availability or sourcing for tabulator consumables.

NEW MEXICO
MEMORANDUM OF UNDERSTANDING
OFFICE OF THE SECRETARY OF STATE
AND
Torrance COUNTY

This **MEMORANDUM OF UNDERSTANDING** ("Agreement" or "MOU") is entered into by and between the Office of the Secretary of State ("Office" or "Agency") and Torrance County ("County"), (collectively, "the Parties") as of the last date of execution by the Parties below.

RECITALS

WHEREAS, the Regular Local Election ("Election") is to be held statewide on November 4th, 2025 "Election Day"; and

WHEREAS, the Agency, as required under the New Mexico Election Code, is responsible to pay eligible costs of the Election, including reasonable costs incurred by each County Clerk; (NMSA 1978 §1-11-19 Costs of Elections; Election Fund); and

WHEREAS, the Agency has been appropriated funds from the New Mexico State Legislature to pay for the cost of conducting and/or administering a Statewide Election; and

WHEREAS, it is in the interest of both Parties for the Office to sub-grant appropriated funds to each County prior to a given Election with the intent of such funds to cover the costs of running an Election.

AGREEMENT

THEREFORE, the Parties agree that this MOU is entered expressly and solely for the purpose of providing state-appropriated funds to **Torrance** to cover the costs of conducting and administering the Regular Local Election.

1. RESPONSIBILITIES

The Office shall:

- A. Issue to **Torrance** County a warrant drawn through the New Mexico Department of Finance and Administration (DFA) at least ninety (90) days prior to Election Day in the amount of **\$53,270.60** for projected costs that the Parties agree will be incurred in the administration of the Regular Local Election.

The County shall:

- A. Finalize and sign this MOU at least sixty (60) days prior to Election Day.
- B. Use the appropriated funds in accordance with the New Mexico Election Code and in compliance with the reimbursable expenses outlined in Appendix A of this Agreement.
- C. Provide to the Office, no later than forty-five (45) days following Election Day, a full accounting of expenses incurred during the Election and provide to the Office all invoices, receipts, and copies

2025 Regular Local Election MOU

of warrants paid by the County during the election cycle.

- A. Return any unused funds to the Office upon completion of election-related activity no later than forty-five (45) days following Election Day.

1. ADDITIONAL REIMBURSEMENTS

If Election costs incurred to a County exceed the initial amount provided through this MOU, the County may request reimbursement no later than forty-five (45) days after Election Day using a prescribed form provided by the Office with a description detailing the additional costs and their relevance to the Election. Additional costs are not guaranteed to be reimbursed but shall be reimbursed by the Office if such costs are deemed to be eligible expenses and if funds are available.

2. INELIGIBLE EXPENSES

The Office shall not reimburse ineligible expenses under any circumstance. The Office shall conduct an internal review of all expenditures under this MOU and utilize historical expenditure data to verify year-over-year trends to determine eligibility of expenses and their applicability to the items listed in Table 1. Appendix A.

All work is expected to be complete on or before Election Day; in no case shall work extend beyond Election Day with the exception of poll worker costs described in Table 1. Appendix A, a potential recount or recheck, or any work required by a court order issued pursuant to the Election Code. If any funds remain after the completion of the Election, such funds must be returned to the Office forty-five (45) days following Election Day.

Table 2. Appendix B is the Schedule of Non-Allowable Expenses. The items are not eligible for reimbursement with funds provided under this MOU. This does not mean these expenses are not legitimate election-related costs; rather, they must be covered using county funds. Counties must ensure that expenditures conform strictly to allowable categories as outlined in Appendix A. The items in Appendix B are examples of non-reimbursable cost for this fund source and are not intended to be exhaustive.

3. BUDGET ALLOCATION BY DESCRIPTION/AMOUNT

ELECTION EXPENDITURE SUMMARY		
Item	Description	Amount
1	Poll Worker/Election Board	31,725.33
2	Registration Officers <i>(including Same Day Registration)</i>	1379.7
3	Language Interpreters	0
4	Election Publication(s)	4,388.18
5	Tabulator Delivery	1,809.14
6	Postage <i>(if applicable)</i>	376.82
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9	Polling Place Signage & Building Requirement <i>(if applicable)</i>	892.08
10	Other	2,005.71
11	Recount Costs <i>(if applicable)</i>	1,166.40
Total Amount		53,270.60

4. TERM

This Agreement shall become effective upon the final signature affixed to this Agreement and shall remain in effect until its expiration forty-five (45) days following Election Day, unless terminated pursuant to Article 7.

5. RESPONSIBILITIES

- A. **Records.** The County shall maintain all fiscal records detailing expenditures under this MOU and follow Generally Accepted Accounting Principles (GAAP), and account for all receipts and disbursements of funds transferred to the County pursuant to this MOU.
- B. **MOU Execution.** Should a MOU between the Parties fail to be finalized sixty (60) days prior to Election Day, the County shall only be reimbursed for eligible expenses as outlined in 1.10.36 NMAC and will only be reimbursed upon finalization of an executed MOU.
- C. **Reporting.** Each County shall file a report of expenditures with the Office no later than forty-five (45) days after Election Day for accounting. The report shall include a completed expenditure form provided by the Office with a description detailing the costs and their relevance to the Election. The County shall return any unused funds via physical check made out to the Office of the Secretary of State no later than forty-five (45) days after Election Day. If a County does not file expenditure reports by the deadline established in Section A of 1.10.36.10 NMAC, the County shall not be reimbursed for additional requests until the expenditure report is filed and funds become available for reimbursement.

6. LIABILITY

Each Party shall be solely responsible for liabilities due to its own violation or alleged violation of requirements applicable to the performance of the MOU. Neither Party shall be responsible for the other Party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

7. TERMINATION

Either Party may terminate this Agreement for cause or convenience by giving notice in writing to the other Party within thirty (30) days of the date of intended termination.

8. AMENDMENT

This MOU shall not be altered, changed, or amended except by a written instrument duly executed by both Parties. Any amendments shall be made in writing and shall be agreed to and executed by the respective signatories before becoming effective.

9. CONTACTS

The parties will send written notice when needed to the following individuals:

2025 Regular Local Election MOU

To the Office:

Johanna Kehoe
Chief Financial Officer
New Mexico Office of the Secretary of State
325 Don Gaspar Ave, Suite 300
Santa Fe, NM 87501
johanna.kehoe@sos.nm.gov
505.827.3615

To the County:

Torrance
County Clerk
P.O. Box 767, Estancia, NM 87016
schavez@tcnm.us
(505) 544-4363

10. MISCELLANEOUS PROVISIONS

- A. **Compliance with Laws.** The laws of the State of New Mexico will govern this MOU. The Parties shall comply with all federal and State laws, regulations, and rules applicable to the performance of this MOU and the duties hereunder.
- B. **Subsequent Terms.** This MOU supersedes and replaces all previous oral or written agreements between the Parties relating to the subject matter hereof. Furthermore, this MOU contains the entire agreement and understanding between the Parties relating to the subject matter.
- C. **Appropriations.** The terms of this MOU are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico.
- D. **Property.** The parties understand and agree that property, if any, acquired as a result of this Agreement shall be the property of the County.

2025 Regular Local Election MOU

In witness whereof, this Agreement is duly executed upon the date of the last signature affixed and dated:

Maggie Toulouse Oliver, Secretary of State
Office of the Secretary of State

Date

Peter Auh, General Counsel
Office of the Secretary of State

Date

Sylvia Chavez, County Clerk
County of **Torrance**

Date

Michael Garcia, County Attorney
County of Torrance

Date

TABLE 1. APPENDIX A
Schedule of Cost Eligibility

DESCRIPTION	STATUTORY REQUIREMENT	RELEVANT STATUTE(S)	REASONABLY INCLUDES:
Poll Workers (Election Boards; Absentee, Early and Election Day)	Each election board shall consist of a minimum of three judges (required); one presiding judge and two election judges. Election clerks can also be appointed to assist the presiding judge and election judges.	1-2-12 & 1-9-5(C), 1-2-4,1-2-5, 1-2-16,1-2-17 NMSA 1978	For all polling locations, no fewer than three judges are required to administer the election. In the case of Voter Convenience Centers (VCCs), a minimum of two ballot-on-demand stations are required per site; counties will need to plan accordingly to ensure adequate staffing to operate these systems.
Registration Officers (Same Day Registration)	During a statewide the county clerk's office or alternate voting location if the clerk has assigned an authorized deputy to serve as a registration officer at the alternate voting location.	1-4-5.7 (D), NMSA 1978	The cost of one authorized registration officer, per polling location (that is offering SDR), per day.
Interpreters	In those polling places designated by the secretary of state as being subject to the provisions of the 1975 amendments to the federal Voting Rights Act of 1965, oral assistance shall be made available to assist language minority voters who cannot read sufficiently well to exercise the elective franchise. As used in the Election Code, "language minority" means a person who is an American Indian or of Spanish heritage and "inability to read well enough to exercise the elective franchise" means inability to read the languages in which the ballot is printed or the inability to understand instructions for operating the voting machine.	1-2-19, NMSA 1978	Assisting voters who speak a language that is unwritten; precincts identified as "Native American Precincts" through the Native American Election Information Program.
Messengers	The county clerk may appoint messengers to deliver ballot boxes, poll books, keys, election supplies and other materials pertaining to the election. Messengers may also be authorized to collect absentee ballots and removable media storage devices from polling places designated by the county clerk. and deliver them to locations.	1-2-20, NMSA 1978	Individuals appointed by the clerk to serve as messengers, who comply with the requirements outlined in 1-2-20.
Election Publications	Election board standby list: Not less than twenty-one days prior to the date for appointing members of election boards, the county clerk shall publish a notice once in a newspaper of general circulation to the effect that election boards are to be appointed for the specified number of precincts, stating the number of persons composing each board and that applications for the standby list will be accepted at the county clerk's office. Notice of election: The notice of election shall be published at least once, not more than twenty-one nor less than seven days before election day. The notice of election shall be published in a legal newspaper as provided in Section 14-11-2, NMSA 1978. If no legal newspaper is published in the	1-2-9 & 1-11-3(A), NMSA 1978	Publication of the election board standby list and notice of election.

	<p>county, the notice of election shall be published in a legal newspaper of general circulation in the county. The notice of election shall be printed in English and Spanish. The notice of election shall be broadcast on a radio station in the appropriate Native American languages in those counties affected by the federal Voting Rights Act of 1965, as amended.</p>		
Polling Place Signage & Building Requirements	<p>The location of each polling place within a building shall be clearly designated by appropriate signs, displayed prominently and clearly. Signs for each polling place shall be clearly displayed outside the building where polling takes place.</p>	1-3-18(A), 1-22-19, NMSA 1978	Appropriate signage and materials used to clearly and prominently display where polling is taking place.
Postage	<p>The Secretary of State shall deposit sufficient funds in the business reply mail account for each county clerk to ensure delivery of all mailed ballot applications and returned mailed ballots.</p> <p>The clerk shall determine the most reasonable expedited means of delivery for a ballot and balloting materials for a federal qualified elector who does not request secured electronic transmission.</p>	1-6-8(A)(2); 1-6B-5(E)(2); 1-6B-7(D); & 1-6C-6C NMSA 1978	Postage for absentee ballots (outbound) and returned mail ballots (inbound).
Tabulator Delivery	<p>The county clerk shall be responsible for transporting all voting systems to and from polling places. A reasonable fee may be charged by the county for the transportation and programming of the voting systems when used pursuant to Section 196, NMSA 1978, but in no case shall such fee exceed the actual cost to the county. Voting machines shall be delivered to the assigned precinct polling place at least three days before the polls are required to be opened. The election supplies and the keys of voting machines shall be delivered to the presiding judge at least one hour before the polls are required to be opened.</p>	1-9-12(A)(E) & 1-11-11(A), NMSA 1978	Transport of voting systems to and from polling locations.
Office Supplies (for the Election)	Supplies needed for the administration of the election.	1-11-19(A)(2), NMSA 1978	Consumable office supplies required to conduct the election and post-election canvass including paper, ballot marking pens, pencils, paperclips, staples, canvas bags for ballot boxes, etc.
"Other"	N/A	N/A	Temporary election support staff <i>and/or</i> overtime (OT) for county employees, provided the OT is incurred during the conduct and administration of the Election.

TABLE 2. APPENDIX B
Schedule of Non-Allowable Expenses

DESCRIPTION	EXAMPLES / DETAILS
County Staff Salaries	Base salaries for permanent county employees are not allowable under any circumstance. Hours worked while conducting election duties during a normally scheduled workday schedule is not an eligible item. Only the overtime (OT) costs incurred during the conduct and administration of the election is eligible.
Fringe Benefits for County Staff	Costs such as FICA, Medicare, PERA, health insurance, or other benefit-related expenses associated with permanent staff OT are not reimbursable. Only the OT is eligible.
Non-Election Supplies & Equipment	General office supplies or unrelated equipment such as Personal Protective Equipment (PPE), toolboxes, toner, laptops, extension cords, lighting, keyboards, monitors, routers, printers, kitchen appliances, etc. Counties should contact the Secretary of State's Office in advance for clarification on eligible items.
Pre-Early Voting Payroll	Any and all payroll costs, including temporary worker salaries and county staff, incurred before the official Early Voting period start date are not eligible.
Hired or Contracted Security	Security personnel, private guards, or local law enforcement not required under statute or specifically authorized for polling places are not reimbursable.
Vendor-Restricted Supplies	Supplies or services procured from Ballot on Demand vendors (e.g., Robis Inc. and AES dba Impressions Inc.) that are separate and independent of the pre-approved supply list provided by the Secretary of State are not eligible. This includes items such as Mi-Fis, hand-tally sheets, or any other miscellaneous supplies not explicitly included on the pre-approved list. The State either provides these approved supplies directly or procures them centrally. Counties should contact the Secretary of State's Office in advance for clarification on eligible items.
Travel Expenses Not Related to Election Operations	Mileage or lodging unrelated to direct support of training or messenger services outlined in 1-2-20 NMSA 1978 are not reimbursable.
Food or Refreshments	Meals, catering, snacks, or beverages for any staff members, poll workers, or volunteers are not eligible for reimbursement.
Capital Equipment or Durable Goods	Items with a lifespan beyond the election, such as furniture, safes, permanent signage, shelving, or storage cabinets, are non-reimbursable.
Promotional Materials	Items such as branded merchandise, giveaways, advertisements, or marketing materials are ineligible.
Software or Licenses Unrelated to Voting Equipment	Non-voting software, such as Microsoft Office licenses, payroll and/or people management software, antivirus software, or unrelated subscriptions, are not allowable.
Cleaning Services	Costs related to janitorial, sanitation, or office cleaning services are not reimbursable.
Legal or Consulting Fees	Attorney, lobbying, or general consulting services not directly tied to the statutory conduct of the election are not eligible.
Facility Improvements	Permanent building improvements, utility upgrades, or renovations are not reimbursable through these election funds.
Tabulator (and other) Consumables	Items such as batteries, ink cartridges, test decks, cleaning sheets, replacement keys, and security seals used in tabulators. These are either provided directly by the Secretary of State's Office for free or procured separately by the State. Counties should not purchase these items using these funds. Contact the Secretary of State's Office for details on availability or sourcing for tabulator consumables.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 13 B



MEMORANDUM OF AGREEMENT

Between Presbyterian Medical Services and Torrance County Concerning the Allocation of Funds to Offset the Cleaning Expenses and Meals for Torrance County Senior Citizen Centers

This Memorandum of Agreement ("MOA") is hereby entered into this ____ day of _____, _____, between Torrance County ("County") a political subdivision of the State of New Mexico, and Presbyterian Medical Services ("PMS"), a governmental entity, organized and existing under the laws of the State of New Mexico.

WHEREAS, the County owns and/or is responsible for the operation of three senior citizen centers within the County, to wit: Moriarty, Estancia and Mountainair; and

WHEREAS, PMS by agreement with County and through grant funding operates the senior citizen centers; and

WHEREAS, County has heretofore provided cleaning services for the senior citizen centers on a weekly basis, but the need has grown for more frequent cleaning services; and

WHEREAS, the County has approved funding of Ten Thousand Dollars (\$10,000.00) to provide for cleaning of the senior citizen centers for FY25, which has been carried forward to the FY26 budget; and

WHEREAS, PMS has agreed to provide all necessary cleaning services for the senior citizen centers for the period of time beginning July 1, 2025, through June 30, 2026, for said amount of \$10,000.00.

WHEREAS, the County has approved funding of Thirty Thousand Dollars (\$30,000.00) to provide meals and delivery for the senior citizen centers for FY26; and

WHEREAS, PMS has agreed to provide all necessary meal services and delivery for the senior citizen centers until the earlier of the period of time beginning July 1, 2025, through June 30, 2026, or until the said amount of \$30,000.00 has been fully expended.

IT IS THEREFORE AGREED AND UNDERSTOOD as follows:

1. PMS will provide for all necessary cleaning of the senior centers in Moriarty, Mountainair and Estancia for FY26 for the sole consideration of Ten Thousand Dollars (\$10,000.00).
2. Any amount expended for cleaning of said senior citizen centers in excess of the compensation set out herein shall be the responsibility of PMS.
3. For the sole consideration of Thirty Thousand Dollars (\$30,000.00), PMS will provide all necessary meals and delivery to the senior citizens in Moriarty, Mountainair, and Estancia until the earlier of (a) the end of FY26, or (b) the \$30,000 in funding provided hereunder has been fully expended.
4. PMS shall submit a monthly itemized invoice to County in the amount of Three Thousand, Three Hundred, Thirty-Three Dollars, and Thirty-Three Cents (\$3,333.33) on or before the 25th day of each month and County shall remit payment for said amount within two weeks of receipt.
5. The County shall only be invoiced for services rendered each month. If janitorial or meal and delivery services are not rendered for any month during the agreement period, the County will not receive invoices for those months.
6. The County may, in its discretion, terminate this Agreement at any time for its convenience, if the Board of County Commissioners does not appropriate funds for it, or if in the judgment of the Board of County Commissioners, sufficient funds are not available by giving PMS written notice of termination. The notice must specify the effective date of termination, which must not be less than 30 days from PMS's receipt of the notice. The County will pay PMS for acceptable services performed before the effective date of termination but will not be liable for services performed after the effective date of termination.
7. The funding provided by the County for this agreement is appropriated only for FY26 and future years funding, if any, must be approved by the Board of County Commissioners of Torrance County.
8. This MOA and further agreements shall be governed by the law of the State of New Mexico.
9. This MOA supersedes any prior written or oral agreements or understandings between the parties hereto, regarding the subject matter hereof. This MOA shall not be amended or modified except by writing executed by each of the parties hereto.
10. If required by law, this MOA is not effective until approved by the State Department of Finance Administration or any other necessary State agency.

IN WITNESS WHEREOF, the Parties have dully affixed their signatures under hand and seal on this:

_____ day of _____, _____

TORRANCE COUNTY

J. Jordan Barela, County Manager

Date

PRESBYTERIAN MEDIAL SERVICES

Service Provider Signature

Date



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 C

Agreement No.: 26 IGA 2005 00052

STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **DEPARTMENT OF HEALTH**, hereinafter referred to as the "Agency," and **TORRANCE COUNTY COMMISSION**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, the Agency is the State agency and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate **JUNE 30, 2027**, unless terminated pursuant to Article VI (Termination of Agreement), or Article XXII (Appropriations).

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless Attachment 1 is amended or this agreement is terminated pursuant to Article VI (Termination of Agreement), or Article XXII (Appropriations), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the scope of work.

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **\$202,248.00**. The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

Agreement No.: 26 IGA 2005 00052

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

- A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.
- B. Notice: Agency Opportunity to Cure.
1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXII, "Appropriations", of this Agreement.
- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.
- D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or

Agreement No.: 26 IGA 2005 00052

purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

The Contractor shall maintain detailed expenditure records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

ARTICLE IX. Confidentiality

- A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

ARTICLE X. Amendments

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

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ARTICLE XII. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

Agreement No.: 26 IGA 2005 00052

ARTICLE XVIII. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

ARTICLE XXI. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

Agreement No.: 26 IGA 2005 00052

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor –

Authorized Signatory

Date: _____

COUNTY MANAGER

Printed Title of Authorized Signatory

Legal Counsel, Contractor, if applicable

Date: _____

Agency – DEPARTMENT OF HEALTH

Secretary or Designee, DOH

Date: _____

Chief Financial Officer, DOH

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, DOH

Date: _____

Agreement No.: 26 IGA 2005 00052

Attachment 1 - Scope of Work

The Contractor shall perform the following work:

Ensure the provision of primary health care services in health care underserved areas (HCUAs) of New Mexico by providing the following using the Online Rural Primary Health Care Act (RPHCA) Reporting System. Ensure policies and procedures states that no person will be denied health care services they require because of their inability to pay. These policies and procedures should address medically indigent persons below poverty not covered by third party payors and those between 100 percent and 200 percent of poverty guidelines without third party coverage. The facility must:

Program Accountability and Performance Measures

Performance will be monitored and evaluated by periodic work reviews, review of narrative and data reports, and scheduled consultations (in person and/or virtually) with the Agency. Contractor shall:

- A. Expand health care access in rural and underserved areas. Report will address:
 - 1. Total number of medical and dental encounters at community-based primary care centers.
 - 2. Number of medical and dental encounters that are Medicaid, Medicare, private insurance, and self-pay.

Agreement No.: 26 IGA 2005 00052

Attachment 2 - Budget

The total amount of this agreement shall not exceed \$202,248.00 based on an average of \$101,124.00 per year.

Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Task Description	Deliverables	Budget	Due Date
Baseline Report: Annual Projected Level of Operations forms	Submit three (3) Baseline Reports: Annual Project Level of Operations forms, Contract Action Plan, and QI/QA Plan with invoice by the fifth (5th) working day in September in each State fiscal year.	FY26 Not to exceed \$11,100.00 FY27 Not to exceed \$11,100.00	Invoice upon completion of deliverable by September 5, 2025 Invoice upon completion of deliverable by September 7, 2026
Baseline Report: Contract Action Plan, which must include: a. Estimated level of services b. Staffing c. Hours of operation, including after-hours coverage and emergency care d. Prenatal care services e. Family planning services f. Dental services g. Behavioral health services h. Ancillary services i. Specialty clinics j. Referral relationships with Emergency Medical Services (EMS), hospital, dental, behavioral health, and other services k. integration methods for improving coordination of care across settings.	Submit three (3) Baseline Reports: Annual Project Level of Operations forms, Contract Action Plan, and QI/QA Plan with invoice by the fifth (5th) working day in September in each State fiscal year.	FY26 Not to exceed \$11,100.00 FY27 Not to exceed \$11,100.00	Invoice upon completion of deliverable by September 5, 2025 Invoice upon completion of deliverable by September 7, 2026

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<p>l. Collaborations with public and private providers, school-based health centers, and tribal (638) health centers to maximize delivery of primary care health care services.</p> <p>m. Recruitment and retention plan for healthcare providers, including:</p> <p>1. Total dollar amount of RPHCA funding used towards healthcare provider salaries and benefits.</p> <p>2. Total dollar amount of RPHCA funding used towards healthcare provider recruitment.</p> <p>n. Rate of retention of healthcare providers at the clinic</p> <p>o. Governing Board and/or Local/Regional Advisory Board information.</p> <p>p. Evaluation methods</p> <p>Other pertinent information</p>			
<p>Baseline Report: Quality Improvement/Quality Assurance (QI/QA) Plan for each clinic site ensuring that it includes:</p> <p>a. Clinical services and management services.</p> <p>b. Systematic collection and evaluation of patient records.</p> <p>Periodic assessment of the appropriateness of the utilization of services and the quality of services provided.</p>	<p>Submit three (3) Baseline Reports: Annual Project Level of Operations forms, Contract Action Plan, and QI/QA Plan with invoice by the fifth (5th) working day in September in each State fiscal year.</p>	<p>FY26 Not to exceed \$11,100.00</p> <p>FY27 Not to exceed \$11,100.00</p>	<p>Invoice upon completion of deliverable by September 5, 2025</p> <p>Invoice upon completion of deliverable by September 7, 2026</p>
<p>Monthly Services (Monthly Level of Operations and Monthly Narrative Reports). For FY26 (July 2025 – June 2026) and FY27 (July 2026 – June 2027) will be retroactive for reporting purposes to meet the</p>	<p>Submit Monthly Level of Operations and Monthly Narrative Report by the second (2nd) Friday of each</p>	<p>FY26 Not to exceed \$90,024.00</p> <p>FY27 Not to exceed \$90,024.00</p>	<p>FY26 Invoice \$7,502.00 monthly for 12 months</p> <p>FY27 Invoice \$7,502.00 monthly for 12 months</p>

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<p>provisions of the primary health care services.</p> <p>Monthly Level of Operations Data for each clinic site for services provided in the previous month. Should the actual level of services fall below 90% of the projected level for a period exceeding 60 days the contract may be renegotiated including reviewing and adjusting the amount of payment.</p> <p>Monthly Narrative Report on the status of the activities toward accomplishment of the scope of work, any significant issues and changes, and progress toward meeting the Annual Projected Level of Operation projections:</p> <ul style="list-style-type: none"> a. Assess all patients without third party coverage for Medicaid eligibility, and participate, as appropriate, in on-site Medicaid eligibility determination, presumptive eligibility and Early Periodic Screening, Diagnosis, and Treatment (EPSDT). b. Review Medicaid and Medicare reimbursements to assure maximization of generated revenues and, if appropriate, participate in reimbursement programs under the Rural Health Clinic (RHC) Services Act or Federally Qualified Health Centers (FQHC) Certification c. Maintain for inspection the appropriate and most current facility licensure from the Agency Health Facility 	<p>month in each State fiscal year.</p>		
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Agreement No.: 26 IGA 2005 00052

<p>Licensing & Certification Bureau by providing:</p> <ol style="list-style-type: none"> 1. Current Operator's License. 2. Current New Mexico professional licenses or certifications, and Board certification if applicable, for all service providers whose salaries or contracts or contracts are supported in whole or part by RPHCA funds. <p>d. Authorize the Agency access to all Health Resources and Services Administration (HRSA) documentation (if HRSA funded) regarding.</p> <ol style="list-style-type: none"> 1. Site visit reports and findings relating to the operation of the health centers. 2. Scheduled visits by HRSA. <p>Notify the Agency in advance of the HRSA visit.</p> <p>e. Participate in clinic site visit(s) conducted by the Agency and allow Agency participation in Board Meetings both in person and/or virtual.</p> <p>f. Complete the New Mexico Health Resources, Inc. Annual Salary Surveys and Quarterly Vacancy Surveys regarding health care recruitment and retention.</p> <p>g. Work with County and Tribal Health Councils, and Agency Health Promotion groups.</p> <p>h. Ensure Governing Board membership is generally representative of the HCUA(s) and the majority of the Governing Board shall be consumers of the primary health care services it provides.</p> <p>i. Adhere to the National Standards on Culturally and Linguistically Appropriate</p>			
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Agreement No.: 26 IGA 2005 00052

<p>Services (CLAS) in Health and Health Care to improve the quality of services provided to all individuals, which will ultimately help reduce health disparities and achieve health equity.</p> <p>j. Display the Agency and RPHCA as a funding source by:</p> <ol style="list-style-type: none"> 1. Posting notice in a conspicuous location in the facility's patient waiting area stating the funding source. 2. Posting on Contractor websites stating the funding source. <p>k. Notify the Agency in writing within 30 days of receipt of official notification of:</p> <ol style="list-style-type: none"> 1. Changes in funding to support the activities identified in this contract from the following types of sources: state, federal, private foundation grants, or contracts. The Agency may reevaluate the need for financial assistance. 2. Changes to points of contact. <p>l. Attend meetings (in person or virtually) and collaborate as necessary with Agency in the event of any public health emergency (such as natural disasters and/or disease outbreaks) to ensure delivery of effective and appropriate health care services to serve the health needs of the public.</p>			
Total		<p>FY26 \$101,124.00</p> <p>FY27 \$101,124.00</p>	\$202,248.00



Michelle Lujan Grisham
Governor

Gina DeBlassie
Cabinet Secretary

New Mexico Department of Health

Date: 5/1/25

Agency 66500
Supplier name: Torrance County
Supplier number: 0000054405
SHARE Billing Location: 33
SHARE Ship to Location: 33
Department Code: 2005

Contract Type: IGA

This funding string below is being provided as certification that funds have been set aside for the proposed contract for ASD contract staff to create the purchase order and Contract Module.

Total compensation of Contract: \$202,248.00

Brief description of Service:
Provide primary care services in underserved areas of the state.

Complete necessary fields per your budgetary requirements. Add rows as needed. Must have total of all funding sources.

Split funding: No

Note: If contract crosses fiscal years only include the amounts for the current fiscal year purchase order.

Merchandise Amount	Fund	Dept	*Account	Sub Acct	Rpt Cat	PC Bus Unit	Project	Activity	Oper Unit	Bud Ref	Class
\$101,124.00	21904	2005030000	535200						00000001	126	J0000

Highlight **ONE** Below, if no PO will be processed.

Direct Pay/Policy Exemption
OPR
Non-Monetary

Approved by Authorized Funding Department:

Approved By: (type in name/title of individual)	Signature:	Date:
Jeremy Anaya / Budget Analyst	Jeremy Anaya <small>Digitally signed by Jeremy Anaya Date: 2025.05.01 11:38:59 -06'00'</small>	



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 D

CLIENT SERVICES AGREEMENT – ADMINISTRATIVE SERVICES OUTSOURCING

In consideration of the mutual covenants and agreements contained herein, and the following Client Service Agreement (collectively, the "**Agreement**"), the undersigned administrative service provider(s), with its principal place of business located at 10433 Montgomery Pkwy NE # 100, Albuquerque, NM 87111 (designated hereafter as "**ASO Provider**") and TORRANCE COUNTY ("**Client**"), whose address is, 205 S. NINTH STREET, ESTANCIA, NM 87016 agree to the following terms and conditions.

1.0 **RECITALS.**

ASO Provider engages in the employer support services business, a practice of outsourcing the administration of specified payroll and related tax matters. Such services by ASO Provider include acting as an agent for the Client for certain employee payroll-related administrative duties as set forth herein. The Client remains the employer of all employees for all purposes, and thereby takes sole responsibility for qualifying, supervising, hiring and firing all employees, as well as complying with applicable payroll, benefit and labor and employment laws and regulations. ASO Provider assists in the administration of payroll processing matters, but only as an off-site payroll outsourcing service. ASO Provider does not make an offer of hire for personnel under the supervision of Client, nor is ASO Provider an expressed or implied party to any collective bargaining agreement related to Client's employees.

2.0 **TERMS OF AGREEMENT.**

ASO Provider agrees to begin providing services pursuant to this Agreement on or after a payroll ending cycle and shall continue for one (1) calendar year unless terminated early pursuant to the terms of this Section (the "Initial Term"). This Agreement shall automatically renew for successive one (1) year periods (the "Renewal Period") after the expiration of the Initial Term or any previous Renewal Period, unless terminated pursuant to the terms of this Section. Either Client or ASP Provider may terminate this Agreement with a thirty (30) day written notice of termination sent to the other party.

IMMEDIATE TERMINATION.

ASO Provider may terminate this Agreement immediately without prior written notice, upon the occurrence of one or more of the following events as determined by ASO Provider in its sole discretion:

- (i) Failure to pay any invoice when due; In the event that Client is in default of this agreement due to its failure to pay invoice and/or all amounts due ASO Provider, ASO Provider, at its election reserves the right terminate this agreement retroactive to the beginning of Client's pay cycle for which Client is in default. Termination of the Agreement shall not relieve Client of any and all obligations set forth in this Agreement;
- (ii) Making a direct payment of taxable wages to any employee covered by this Agreement without consent of ASO Provider;
- (iii) The threat of, or actual filing by or against Client for bankruptcy, reorganization or appointment of a receiver, supervisor, assignee, or liquidator over its assets or property;
- (iv) A money judgment against Client which remains unsatisfied for more than thirty (30) days and has not been appealed; and/or
- (v) ASO Provider determines, in its sole discretion that Client is a credit risk.
- (vi) **Client materially breaches this Agreement, not related to monetary payment to ASO Provider, and fails to remedy said breach for ten (10) days after notice in writing from ASO Provider of the breach."**

3.0 **DUTIES AND RESPONSIBILITIES OF ASO PROVIDER.**

ASO Provider agrees to provide payroll services to the Client subject to the terms and conditions of this Agreement. Specifically, ASO Provider shall perform the services outlined in this Section 3.

3.1 **COMPLIANCE WITH THE LAW.**

ASO Provider shall perform its obligations under this Agreement in compliance with all federal and state laws and regulations governing administrative service organizations.

3.2 **PAYROLL ADMINISTRATION.**

ASO Provider shall process payroll payments in accordance with the applicable laws and regulations based upon timely and accurately reported payroll data provided by Client and will generate checks drawn upon the payroll bank account of ASO Provider. Client shall appoint ASO Provider as the Reporting Agent with authority to sign and file employment tax returns and make tax deposits for the Client to the federal, state and local jurisdictions. ASO Provider's obligations contained in this Section shall be subject to Client's timely payment for the payment of employer payroll, payroll taxes, workers' compensation and ASO Provider service fees as described in Section 6.1 INTEREST ON PAYMENTS IN DEFAULT.

3.3 **PAYROLL TAXES.**

ASO Provider shall withhold, remit, and report all required federal, state and local taxes using Client's payroll funds for which Client shall be invoiced. ASO Provider shall prepare and submit tax reporting forms required by law or regulation with respect to such compensation and benefits, including but not limited to Forms W-2 (Wage and Tax Statement) and comparable and/or counterpart forms prescribed by any state or local government.

3.4 **RECORDKEEPING.**

ASO Provider shall provide the Client with the payroll register and other reasonable summaries as requested by Client. While certain payroll records may be maintained by ASO Provider, they remain the property of the Client and will be returned to the Client upon written request and termination of this Agreement.

4.0 **DUTIES AND RESPONSIBILITIES OF THE CLIENT.**

Client understands that the employees are providing their services to the Client and that there is not a shared or joint employment relationship established between ASO Provider and the employees.

4.1 **EMPLOYMENT LAW COMPLIANCE.**

Client shall remain solely responsible for complying with federal, state and local laws governing labor and employment, including but not limited to the Civil Rights Acts of 1866, 1964 (including Title VII), and 1991; the Age Discrimination in Employment Act; the Americans with Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Fair Labor Standards Act ("FLSA"); the Worker Adjustment and Retraining Notification Act ("WARN"); the National Labor Relations Act ("NLRA") the Equal Pay Act; the Vietnam Era Veteran's Readjustment Assistance Act; the Fair Credit Reporting Act ("FCRA"); the Employee Polygraph Protection Act; the Immigration Reform and Control Act ("IRCA"); the Older Workers Benefits Protection Act ("OWBPA"); the Occupational Health and Safety Act ("OSHA"); the Uniformed Services Employment and Reemployment Rights Act ("USERRA"); the California Labor Code, Government Code, and Wage Orders; and all other local, State (including any and all states within the United States) and Federal laws governing the employment relationship, including but not limited to, such laws governing discrimination in the workplace (collectively, the "State and Federal Employment Laws").

4.2 **PAYROLL PREPARATION.**

Client shall timely and accurately provide the data necessary for ASO Provider to process payroll, using the forms provided by ASO Provider, including but not limited to hours worked, rates of pay, and exempt / non-exempt status. Client shall maintain records of actual time worked by employees. To ensure accurate calculation of fees and proper withholding and reporting of taxes, Client agrees not to pay any wages or salaries directly to any employee without informing ASO Provider in writing of such payment and obtaining ASO Provider's written consent to do so. ASO Provider shall process payroll and draw checks on ASO Provider's payroll bank account. Client agrees to pay the submitted invoice promptly which covers the payroll and other payroll factors related to the employee's checks. If there are any errors in the payroll the Client agrees to communicate these errors to ASO Provider within twenty four (24) hours of the last payroll issued. Client agrees to be the ultimate depository of payroll records for insurance and government purposes, as required by law. Client hereby acknowledges that ASO Provider's services are contingent upon Client's accurate provision of payroll data. Client shall be solely responsible for any errors, or omissions in the data provided to ASO Provider which result in damages, fines, penalties or fees. ASO Provider has no obligation nor responsibility to confirm the accuracy of Client's data.

4.3 **PAYROLL TAX**

Client shall timely and accurately provide the data necessary for ASO Provider to process and submit all related federal, state, and local taxes on behalf of Client. Data will include, but not be limited to any federal, state or local tax notice, payment requirement, payment coupon or change in method of timing of payment, due date, penalty, discrepancy, credit or adjustment of any kind.

4.4 **CLIENT SPONSORED EMPLOYEE BENEFITS.**

Client shall provide all necessary and required notices to employees eligible for participation in the employee benefit programs sponsored by the Client. Client shall provide ASO Provider with all Client benefit plan information necessary for ASO Provider to accurately perform its payroll related functions that may affect employees covered by this Agreement, including, but not limited to the processing of any employee related payroll deductions. ASO Provider will assist Client as requested by producing payroll information which may be required for plan compliance purposes which remain the sole responsibility of the Client.

4.5 **HUMAN RESOURCES AFFAIRS AND COMMUNICATION.**

Client is solely responsible for all human resources related decisions and actions. Client is solely responsible for employee warning notices, compensation reviews, notices of change of employment status, employee exit interviews, and similar personnel matters. Liability for wrongful termination, employment discrimination, sexual harassment, and other labor and employment related matters, remains solely with the Client as the final and ultimate authority for managing the workforce of the Client. ASO may freely communicate with the Client's employees through text message or other mediums of communication in an effort to provide the employees with ancillary services unless the employee chooses to opt-out of receiving the communications.

4.6 **EMPLOYEE SAFETY AND WORKERS' COMPENSATION.**

Client agrees to comply with applicable federal, state and local laws related to employee safety and accident prevention in the workplace. This includes, but is not limited to compliance with the Occupational Safety and Health Act (OSHA). The Client remains responsible for the creation, posting and accuracy of the OSHA 300 logs and for all injuries at the workplace unless otherwise specified in this Agreement. Client agrees to maintain proper and required coverage for workers' compensation insurance as required by law for all workers covered by this Agreement. ASO Provider is not a workers' compensation carrier, ASO Provider does not provide workers' compensation insurance under this Agreement, and any insurance purchased by Client shall be in the Client's name.

4.7 **BUSINESS OPERATIONS.**

Client shall remain solely responsible for overseeing all aspects of the operation of Client's business, including, but not limited to the production and delivery of services and products, product design, accounting, cash control, and loss/breakage/theft prevention.

4.8 **DOWNSIZING NOTICES.**

Client shall remain solely responsible for providing all notices required by the WARN Act and similar federal, state or local laws.

4.9 **EMPLOYEE SUPERVISION.**

Client shall remain solely responsible for sufficiently supervising, directing, and controlling employees in order for Client to safely and lawfully conduct its business.

4.10 **GOVERNMENT CONTRACTS.**

Client shall remain solely responsible for complying with requirements pertaining to government contracts pursuant to federal, state, or local laws, regulations, and ordinances, including but not limited to compliance with Executive Order 11246, the Walsh-Healey Public Contracts Act, the Davis Bacon Act, and the Service Contract Act of 1965

4.11 **NON-EMPLOYMENT LEGAL COMPLIANCE.**

Client shall remain responsible for complying with all laws governing the Client's business, including but not limited to required filings, licensing, taxes, fidelity bonding, insurance, facilities/building codes and regulations, and environmental compliance.

4.12 **RECORD KEEPING**

The Client agrees to timely obtain and verify employment forms for new hires. Within twenty-four (24) hours of hiring a new employee, a copy of the ASO Provider ASO enrollment forms for the new employee shall be sent to ASO Provider for entry into ASO Provider's payroll system.

INDEMNIFICATION.**5.1 CLIENT.**

Client hereby agrees to indemnify and hold ASO Provider harmless from and against any and all claims, demands, damages (including liquidated, punitive and compensatory), injuries, deaths, actions and causes of action, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties), and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof, arising from: the products, services, data or information provided by Client, the actions or in-actions of any employee of Client, or of any other individual, or Client's breach of this Agreement including without limitation, any claims asserting a violation of any federal, state and/or local law, regulation, ordinance, directive or rule whatsoever, and the State and Federal Employment Laws.

5.2 ASO PROVIDER.

ASO Provider hereby agrees to indemnify and hold Client harmless from any and all claims, demands, damages (including liquidated, punitive and compensatory), injuries, deaths, actions and causes of actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities arising from ASO Provider's material breach of this Agreement.

5.3 ASO FEE.

Client shall pay ASO Provider an ASO Fee, which shall be an amount, for each pay period ("Pay Period") according to the rates set forth in the Fee Schedule, attached hereto as Schedule A and such fees and other amounts accruing and due from Client to ASO. Should Client require additional services not included in this Agreement, the fee for any such additional services shall be negotiated and paid separately. Client agrees the fees outlined on Schedule A are not inclusive of other fees that may be assessed by ASO for failure to comply with the terms of this Agreement, including but not limited to the ancillary fees located on Schedule B.

5.4 INTEREST ON PAYMENTS IN DEFAULT.

If Client fails to pay the ASO Fee for any Pay Period, or any other amount payable by Client to ASO Provider under this Agreement, on or before fifteen (15) days following the applicable due date, ASO Provider may, at its option, collect interest on the past due amounts and/or terminate this Agreement. Any such interest shall be in addition to any Late Payment Fee. The rate of interest on such past due amounts shall be a rate equal to the greater of the maximum amount allowed by law, eighteen percent (18%) per annum, or five percent (5%) in excess of the prime rate of interest, as published by the Wall Street Journal. Client shall pay any accrued interest within ten (10) days following demand for payment. The imposition of interest on late payments shall not extend the due date of any such payment, nor shall imposition of interest delay or impede ASO Provider's termination of this Agreement, or the pursuit of other remedies, for non-payment. The Late Payment Fee is calculated as 3% of the total ASO Fee, as defined in Section 6.0, and becomes due upon any failed transfer of funds, regardless of payment method, so long as the failure is not a direct result of an ASO Provider error or omission. ASO Provider requires the ASO Fee to be paid two (2) business days before delivery of payroll. ASO Provider furthermore requires all funds to be wire transferred directly into ASO Provider's account administered by The Payroll Company's banking partner. Wire transfers are Client initiated and ASO Provider will provide all necessary bank account information during the Client intake process, prior to the processing of Client's first payroll under this Agreement. ASO Provider does not accept checks as payment for services of any kind.

5.5 PAYMENT PROCEDURES.

ASO Provider shall make payment on each Payday. The Payday shall be the same day of each Pay Cycle as the First Payday. Any change in the Payday shall require ASO Provider's prior consent one pay cycle prior to such change. ASO Provider may, if ASO Provider determines in its sole discretion that Client is a credit risk, require Client to tender payment for the charges for each employee, on the first business day prior to each payroll period in an amount equal to the estimated amount for the current payroll period. The estimated amount for the current payroll period will be the amount equal to the amount invoiced to and paid by the Client for the immediately preceding payroll unless ASO Provider, in its sole discretion, contacts the Client with a different amount. ASO Provider shall earn the amount concurrently with the accrual of the services ASO Provider provides to Client. Upon receiving an invoice from ASO Provider, Client shall immediately pay for any additional amount for that payroll period. Any overpayment can be used by the Client to offset the estimated amount due on the subsequent payroll period. If the Client does not make the payment on the first business day prior to each payroll period as required by this paragraph, ASO Provider may, at its option, declare the Client to be in default and immediately terminate this Agreement.

GOVERNMENT PROVISIONS OF THE AGREEMENT**6.1 AMENDMENTS.**

This Agreement can be amended or modified only by written agreement between the parties, provided however that notwithstanding anything to the contrary set forth in this Agreement or this Section, ASO may change any of the terms and conditions in this Agreement (excluding the schedules as described herein) upon thirty (30) days' prior written notice to CLIENT. If the other party is unwilling for the Agreement to continue as amended, it may terminate the Agreement by giving notice to the amending party no later than the effective date of the amendment. For the avoidance of doubt, no unilateral amendment will retroactively modify any binding dispute-resolution provisions of the Agreement for then-pending disputes unless the parties expressly agree otherwise. For the avoidance of doubt, without the Client's express written agreement, a unilateral amendment to this Agreement will not retroactively eliminate or modify any right already exercised by the non-amending party, including for example any right to demand that the amending party perform an obligation, under the Agreement. However, Schedule A is subject to unilateral amendment by ASO without notice based on changing market conditions and changes in the Client's business operations since the Effective Date that may be discovered by ASO at any time, including but not limited to an annual review of Client's business and any necessary adjustments that result.

6.2 ARBITRATION AND SMALL CLAIMS.

Any dispute shall be submitted to binding arbitration governed under the New Mexico Uniform Arbitration Act, before a mutually agreed upon arbitrator in Bernalillo County, New Mexico. In the event the parties cannot agree upon an arbitrator, each party shall select an arbitrator and the two selected arbitrators shall select a third arbitrator. The three arbitrators shall form a panel of arbitrators and a majority decision shall have the same effect as a single arbitrator mutually agreed upon by the parties. The arbitration shall commence not less than thirty (30) nor more than ninety (90) days after the arbitrator has been designated. The arbitration shall be concluded as soon as reasonably possible, and the arbitrator shall make a written determination of the dispute within fifteen (15) days of the completion of the

arbitration hearing. The prevailing Party in any such arbitration shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses and other costs and expenses incurred in connection with such arbitration, unless the arbitrator, for good cause, determines otherwise. Costs and fees of the arbitrator shall be borne by the non-prevailing Party unless the arbitrator determines otherwise. The arbitrator's adjudication shall be final and fully binding upon the Parties and enforceable in any court having jurisdiction.

6.3 **ASSIGNABILITY.**

This Agreement shall not be assigned by Client to another party without the written consent of ASO Provider, which consent shall not be unreasonably withheld. ASO Provider may assign this Agreement without any consent or notice to Client.

6.4 **ATTORNEY FEES.**

In the event of any proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of its costs and reasonable attorneys' fees incurred at all levels of proceedings.

6.5 **AUTHORITY TO SIGN AGREEMENT.**

Any individual signing this Agreement on behalf of Client represents, warrants and guarantees that she or he has full authority to do so. Each party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained therein.

6.6 **BUSINESS INTERRUPTION.**

Neither party shall be liable to the other for any loss of business or any other damage, including but not limited to profits, good will, special, incidental or consequential damage, which results from performance of each party's obligations hereunder.

6.7 **CONSTRUCTION.**

ASO Provider has prepared this Agreement and provided it to Client for Client's review. Client has either retained counsel or had the opportunity to do so to review this Agreement. With respect to any dispute concerning the meaning of this Agreement, this Agreement shall be interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning, and no part of this Agreement shall be construed against ASO Provider on the basis that ASO Provider drafted it. This Agreement shall be viewed as if prepared jointly by ASO Provider and Client.

6.8 **COUNTERPARTS AND FAX SIGNATURES.**

This Agreement, any document or instrument entered into, given, or made pursuant to this Agreement or authorized hereby, and any amendment or supplement thereto may be executed in two or more counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any Party may deliver its signature to this Agreement by facsimile and that signature shall be treated as an original for all purposes. Any signature page of this Agreement or of such an amendment, supplement, document, or instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages.

6.9 **ENTIRE AGREEMENT.**

Any proposal, bid offer, or other prior discussion or communication regarding the subject matter of this Agreement is preliminary in nature, is superseded by this Agreement, and is intended solely for the purpose of discussion and evaluation. This Agreement constitutes the entire Agreement between the parties. No other agreement, statement or promise, or modification or amendment of the Agreement shall be binding unless in writing and signed by both parties to this Agreement. Client acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement, including but not limited to any statement made by any marketing agent of ASO Provider. Client acknowledges that ASO Provider has made no representation concerning whether ASO Provider's services will improve the performance of Client's business.

6.10 **FALSE OR OMITTED INFORMATION.**

Any false statement or omission with regard to any information supplied by Client to ASO Provider in anticipation of Client's contracting with ASO Provider or at any other time shall be deemed a material breach of this Agreement and ASO Provider, at its option, may terminate this Agreement and seek appropriate relief.

6.11 **HEADINGS.**

Captions and organization are for convenience and shall not be used in construing meaning.

6.12 **INTEGRATION.**

This document, together with the Exhibit(s) attached hereto, constitutes the full, complete, absolute and entire agreement between the parties. There are no oral representations, arguments, or understanding affecting the same and any further such representations, agreements, understandings or waivers, in order to be binding upon the parties hereto, must be in writing and signed by the parties.

6.13 **NO PARTNERSHIP OR JOINT VENTURE.**

Nothing herein contained shall be deemed to create a joint venture or partnership between Client and ASO Provider.

6.14 **NO WAIVER OF RIGHTS.**

The waiver of performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise. The exercise of any remedy provided in the Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

6.15 **NOTICES.**

All notices and demands by mail shall be made by certified mail, postage prepaid, return receipt requested or by electronic mail. Notice shall be considered given and effective when mailed, or when transmitted, as applicable. Unless otherwise advised in writing by the other party, each party shall transmit notices and demands to the addresses indicated in the introductory paragraph of this Agreement or to any other such address or e-mail address provided to the other party in writing from time to time.

6.16 **RESPONSIBILITY FOR LEGAL RIGHTS.**

Client acknowledges and agrees that ASO Provider is not engaged in the practice of law or the provision of legal services, and that Client alone is completely and independently responsible for its own legal rights and obligations.

6.17 **SEVERABILITY.**

Should any term, warranty, covenant, condition or provision of this Agreement be held to be invalid or unenforceable by a court or other body of competent jurisdiction, the balance of this Agreement shall remain in force and shall stand as if the unenforceable part did not exist. The invalid or unenforceable provision shall be replaced by a provision as similar as possible and which is valid and enforceable.

- 6.18 **SUCCESSORS.**
The rights and obligations contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors.
- 6.19 **TERMS SURVIVING TERMINATION OF AGREEMENT.**
The obligation of either party to notify, indemnify, defend and hold harmless the other under the terms of this Agreement shall continue after the termination hereof with respect to events occurring prior to such termination.

FOR ASO	<u>THE PAYROLL COMPANY, INC.</u>	FOR THE CLIENT:	<u>TORRANCE COUNTY</u>
By:	_____	By:	_____
Print Name:	<u>NESTOR J. ROMERO</u>	Print Name:	_____
Title:	<u>PRESIDENT</u>	Title:	_____
Date:	_____	Date:	_____

NESTOR ROMERO
505-226-1601
NESTOR@YOURPAYROLLCO.COM

Schedule B

ADDITIONAL FEE SCHEDULE

Service	Rate	Per
PAYROLL		
ACH: Client NSF	\$100	Per Occurrence
ACH: Same Day Processing	\$40	Per Occurrence
Stop Payment	\$25	Per Check
TAXES		
Payroll Tax Account Registration (SIT, SUI LIT) (Does not include fees charged by registration entity)	\$250	Per Account Registered
Fee Applied for Delinquent Tax Account Information Due by Filing Date	\$100	Per Delinquent Month
W-2c Adjustments	\$25	Per Adjustment
Amended Tax Return	\$150 per Hour	Per Amendment
PTO		
Additional Policy Setup (In excess of service tier allowance (1).)	\$100	Per Policy
Policy Updates (Changes to policy after initial setup.)	\$250	Per Update
OTHER		
Failure to Provide 30 Days Notice of Cancellation	\$2,500	One-Time

Acknowledgement Signature for Schedules A and B:

FOR ASO THE PAYROLL COMPANY, INC.

FOR THE
CLIENT:

TORRANCE COUNTY

By: _____ By: _____

Print Name: NESTOR J. ROMERO Print Name: _____

Title: PRESIDENT Title: _____

Date: 3/12/2025 Date: _____



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 E



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 13 F



Unauthorized/Non-Conforming Purchase Notice

Date: 09/02/2025

Department: HR

Employee: Heidi Vermaak

Purchase Amount: \$5,572.16

Date of Purchase: 08/05/2025

Vendor: Robert Caswell Investigations

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 invoice for Robert Caswell Investigations should have been rolled over from the FY24-25 fiscal year. This was an oversight on my part and ask that an approval be made for this invoice.

Heidi Vermaak
Department Head Signature

For Finance Use Only

Purchase reviewed by Finance? ☒ Yes ☐ No

Date reviewed: 9/2/2025

Initials: RV

Line Item: 401-014-2272

Funds available in budget? ☒ Yes ☐ No

Procurement Code followed? ☒ Yes ☐ No

TC Policy followed ☐ Yes ☒ No

Payment ☐ Approved ☐ Denied

Commission Signature

Date



Robert Caswell Investigations

5901 Wyoming Blvd NE
Suite J 332
Albuquerque, NM 87109

Invoice

Date	Invoice #
8/5/2025	29457

Bill To

Torrance County
Attn: Human Resources
205 S Ninth Street
PO Box 48
Estancia, NM 87016

505-797-5661

rci@rcipi.com

www.rcipi.com

	Due Date	Account #	Case
	8/5/2025		
Description	Qty	Rate	Amount
Investigative Hours Worked	57	90.00	5,130.00T
OMI Report		51.00	51.00
Gross Receipts Tax		7.625%	391.16
		Please note new mailing address!	
		Total	\$5,572.16
		Payments/Credits	\$0.00
		Balance Due	\$5,572.16

There will be a 1.0% interest charge per month on late invoices.



TORRANCE COUNTY
COMMISSION MEETING

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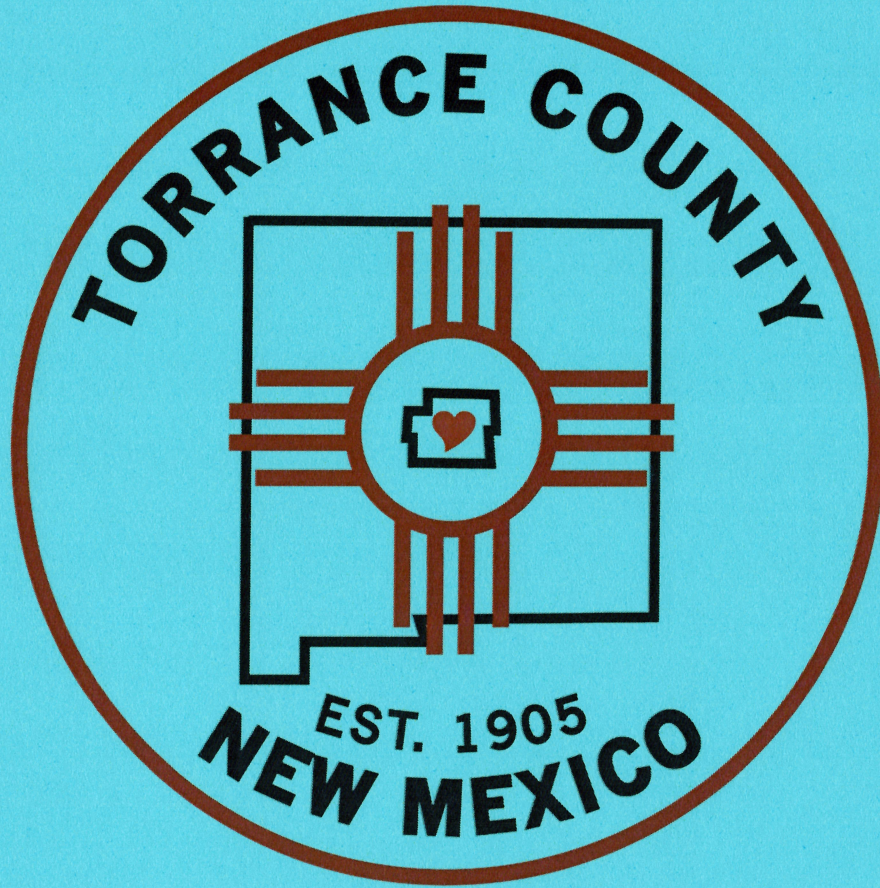
TORRANCE COUNTY
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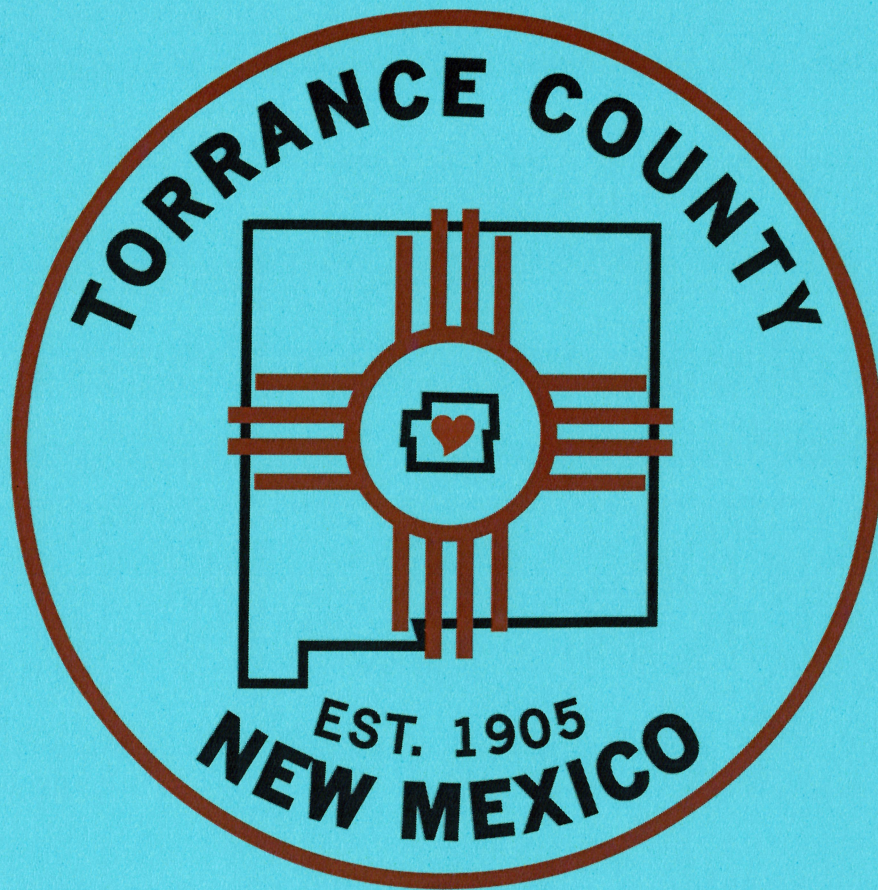
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COMMISSION MEETING

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TORRANCE COUNTY
COMMISSION MEETING

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No. 14 D



TORRANCE COUNTY
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No. 15



TORRANCE COUNTY
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Agenda Item

No. 16



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 17



TORRANCE COUNTY
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Agenda Item
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