

TORRANCE COUNTY
COMMISSION MEETING

September 25, 2024

9:00 A.M.

**For Public View
Do Not Remove**



Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

Tracy Sedillo, Interim County Manager

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

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, September 25, 2024 @ 9:00 AM
205 S. Ninth Street, Estancia, NM 87016

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE AND INVOCATION**
3. **CHANGES TO THE AGENDA**
4. **PROCLAMATIONS**
5. **CERTIFICATES AND AWARDS**
 - A. **Retirement Plaque** – Tracy Sedillo, 36 years
6. **BOARD AND COMMITTEE APPOINTMENTS**
7. **A. PUBLIC COMMENT and COMMUNICATIONS** (Comments limited to two minutes)
B. DEPARTMENT UPDATES AND COMMUNICATIONS
 1. **CLERK:** 2024 Upcoming Elections
8. **APPROVAL OF MINUTES**
 - A. **COMMISSION:** Request approval of minutes of the September 05, 2024, Special Session Meeting of the Board of County Commissioners.
 - B. **COMMISSION:** Request approval of minutes of the September 11, 2024, Regular Meeting of the Board of County Commissioners.
 - C. **COMMISSION:** Request approval of minutes of the September 19, 2024, Special Session Meeting of the Board of County Commissioners.

9. APPROVAL OF CONSENT AGENDA

A. FINANCE & PURCHASING: Request approval of payables.

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**11. ADOPTION OF RESOLUTION**

A. FINANCE: Request approval of Resolution 2024-__ FY2024-25 Budget Adjustment.

12. APPROVALS

A. DISPATCH: Request approval to hire Communications Deputy Director for Dispatch at \$30.50 per hour or an Administrative Assistant for Dispatch at \$17.75 per hour. (Deferred from 08/28/2024 meeting)

B. FIRE: Request approval to utilize Tablet Command services for the Fire Department. Services include mobile software that increases awareness, incident response, incident management and improves firefighter accountability. Agreement is yearly for the amount of \$2,995.00 for three end users. (Deferred from 09/11/2024 meeting)

C. FIRE: Request approval to create new full-time position of Division Chief of Training for Fire/EMS. (Deferred from 09/11/2024 meeting)

D. FIRE: Request approval to reimburse Darell Fixler for purchases of \$51.78 at Harbor Freight.

E. FIRE: Request approval to reimburse Randy Devers for purchases of \$170.55 at TLC Uniforms.

F. EMERGENCY MANAGEMENT: Approval of Amendment No. 1 to the Memorandum of Agreement between The New Mexico Energy, Minerals and Natural Resources Department and Torrance County (signed in 2020).

G. FINANCE: Approval of Non-Professional Services Agreement with Hayley Encinias for Administrative Assistant Services for the Torrance County Fair Board.

H. GRANTS: Approval of Amendment No. 1 with Jessica Love, Girls Circle Facilitator to increase contract to match the new CYFD contract pay schedule. The new contract amount will be \$200 per session for a total of \$94,200.

I. GRANTS: Approval of Amendment No. 1 with Sterling Donner, Boys Council Facilitator to increase contract to match the new CYFD contract pay schedule. The new contract amount will be \$200 per session for a total of \$79,600.

- J. CLERK:** Ratification of the Institute for Responsive Government Election Grant to administer a secure, nonpartisan election, to include planning, operation, technology, physical, materials, supplies, furnishings, personnel, and facilities. Grant executed by Clerk, Linda Jaramillo.
- K. MANAGER:** Approval of Memorandum of Agreement with New Mexico Department of Health for use of Hope Medical Building for the Public Health Office.
- L. MANAGER:** Approval of Intergovernmental Agreement with US Immigration and Customs Enforcement Extension to December 31, 2024.
- M. COMMISSION:** Approval of County Manager contract with J. Jordan Barela.

13. DISCUSSION

- A. MANZANO MUTUAL DOMESTIC WATER ASSOCIATION:** Discussion on completion of the Manzano Mutual Domestic Water Association project.
- B. MANAGER'S REPORT**
- C. COMMISSIONERS' REPORTS**
- 1) Commissioner McCall, District 1
 - 2) Commissioner Schwebach, District 2
 - 3) Commissioner Schropp, District 3

14. EXECUTIVE SESSION

- A. COMMISSION:** Discussion regarding bargaining strategy, closed pursuant to NMSA 1978, Section 10-15-1(H) (5).

- 15. Announcement of the next Board of County Commissioners Meeting:** October 9, 2024 at 9:00 AM

16. SIGNING OF OFFICIAL DOCUMENTS

17. ADJOURN

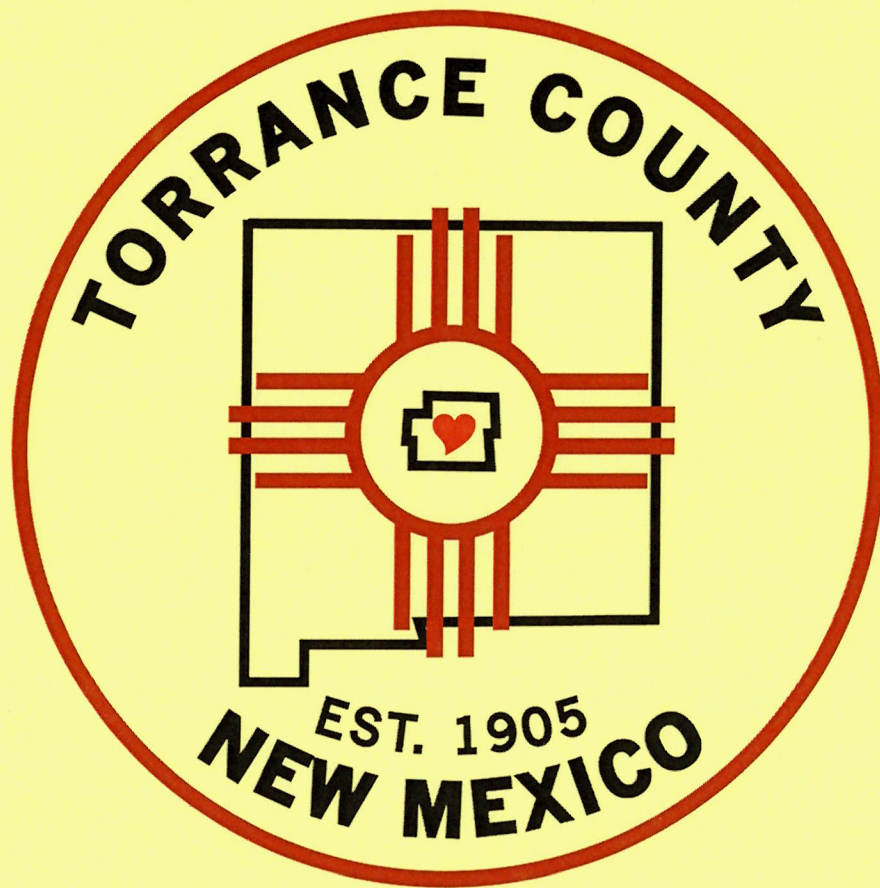
*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing(s) or meeting(s), please contact the Manager's Office at 505-544-4700 at least one week prior to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



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 1



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 2



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 3



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 4



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

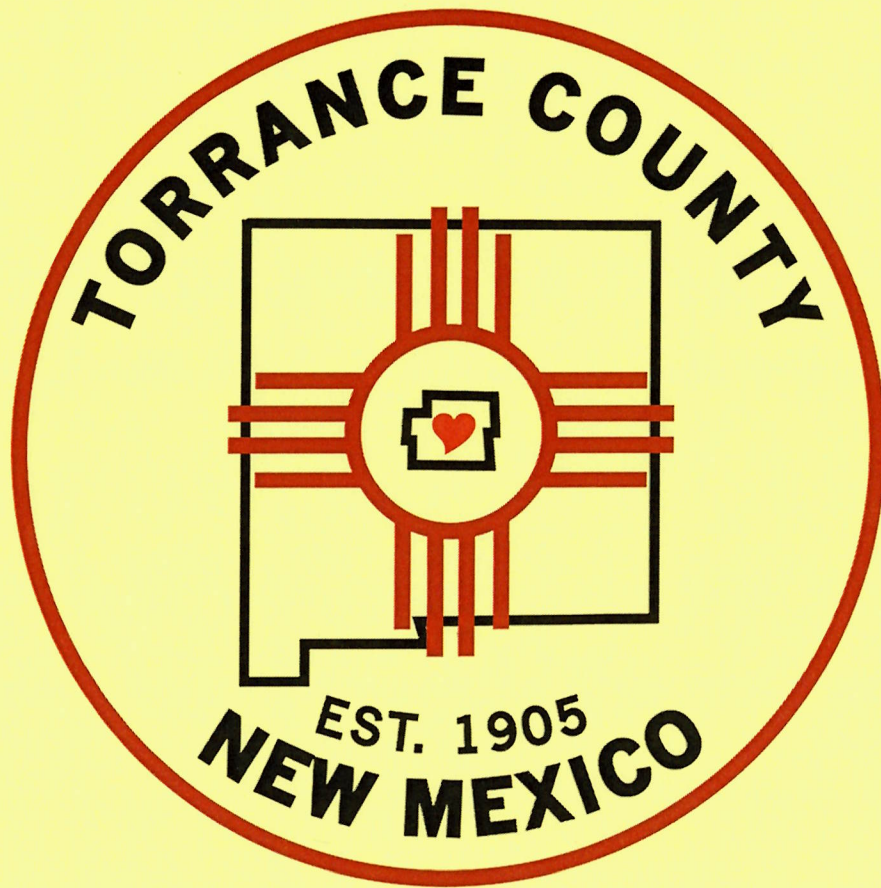
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

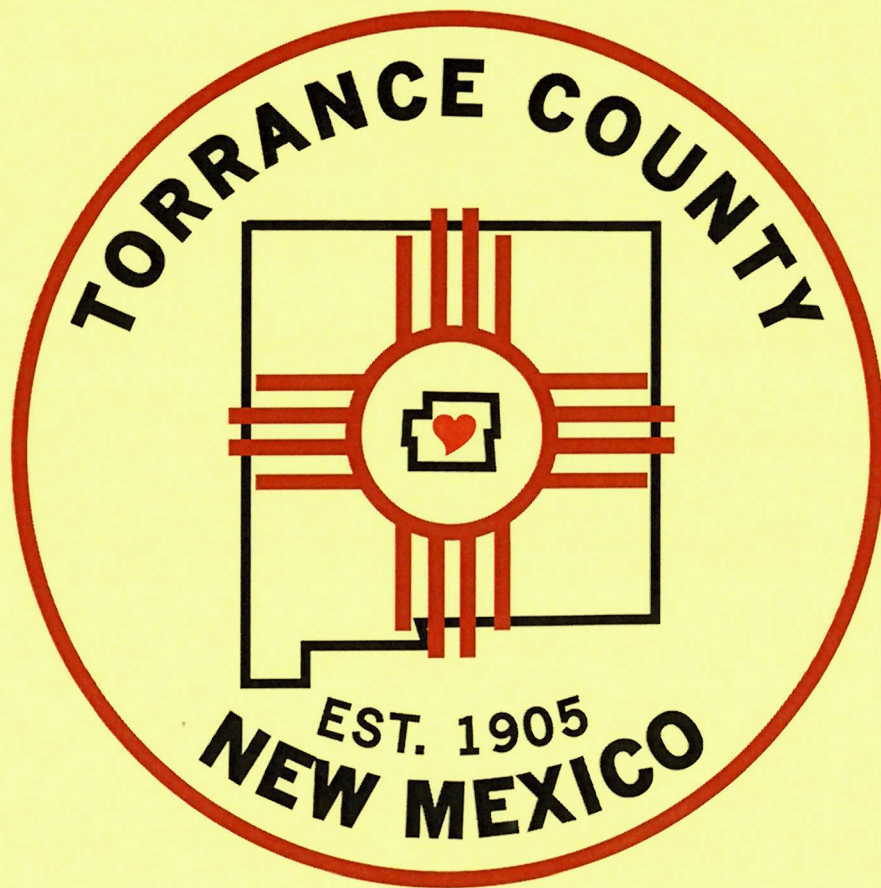
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 7 A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 7 B.1

Voter Registration Statistics By County

TORRANCE County

As of September 16, 2024

DISTRICT	DEMOCRATIC	LIBERTARIAN	REPUBLICAN	OTHER	NO PARTY/INDEP ENDENT/DECL INED TO SELECT	TOTAL
CONGRESSIONAL						
DISTRICT 1	2,783	153	5,046	102	2,160	10,244
TOTAL	2,783	153	5,046	102	2,160	10,244
COUNTY COMMISSIONER						
DISTRICT 1	913	67	1,670	44	838	3,532
DISTRICT 2	792	52	1,541	29	661	3,075
DISTRICT 3	1,078	34	1,835	29	661	3,637
TOTAL	2,783	153	5,046	102	2,160	10,244
DISTRICT ATTORNEY SEVENTH JUDICIAL DISTRICT						
Judicial District 7TH	2,783	153	5,046	102	2,160	10,244
TOTAL	2,783	153	5,046	102	2,160	10,244
EDUCATION COMMISSION						
DISTRICT 6	2,783	153	5,046	102	2,160	10,244
TOTAL	2,783	153	5,046	102	2,160	10,244
LEGISLATIVE						

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Voter Registration Statistics By County

TORRANCE County

As of September 16, 2024

DISTRICT	DEMOCRATIC	LIBERTARIAN	REPUBLICAN	OTHER	NO PARTY/INDEPENDENT/DECLINED TO SELECT	TOTAL
DISTRICT 22	1,912	97	3,413	72	1,494	6,988
DISTRICT 70	871	56	1,633	30	666	3,256
TOTAL	2,783	153	5,046	102	2,160	10,244
MAGISTRATE						
MAGISTRATE	2,783	153	5,046	102	2,160	10,244
TOTAL	2,783	153	5,046	102	2,160	10,244
MUNICIPAL						
CITY OF MORIARTY	371	17	572	9	273	1,242
MUNICIPAL - OUT	1,913	122	3,728	79	1,593	7,435
TOWN OF ESTANCIA	193	10	333	7	120	663
TOWN OF MOUNTAINAIR	217	4	310	7	151	689
VILLAGE OF ENCINO	19		25		4	48
VILLAGE OF WILLARD	70		78		19	167
TOTAL	2,783	153	5,046	102	2,160	10,244
PRECINCT						
PRECINCT 001	203	12	404	6	128	753

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Voter Registration Statistics By County

TORRANCE County

As of September 16, 2024

DISTRICT	DEMOCRATIC	LIBERTARIAN	REPUBLICAN	OTHER	NO PARTY//INDEP ENDENT//DECL INED TO SELECT	TOTAL
PRECINCT 002	69	3	200	1	60	333
PRECINCT 003	107	2	152	3	69	333
PRECINCT 004	84	2	108	1	41	236
PRECINCT 005	198	10	361	7	140	716
PRECINCT 006	181	9	333	9	147	679
PRECINCT 007	216	19	459	6	199	899
PRECINCT 008	74	1	109		23	207
PRECINCT 009	208	4	303	7	145	667
PRECINCT 010	130	3	222	5	77	437
PRECINCT 011	26	1	68		5	100
PRECINCT 012	18		57		10	85
PRECINCT 013	285	19	464	8	230	1,006
PRECINCT 014	13	2	69	2	18	104
PRECINCT 015	100	6	194	6	118	424
PRECINCT 016	172	5	211	4	90	482
PRECINCT 017	138	10	249	10	155	562
PRECINCT 018	154	11	269	5	113	552
PRECINCT 019	92	10	224	5	82	413
PRECINCT 020	73	7	132	9	93	314
PRECINCT 021	127	11	240	5	138	521
PRECINCT 022	115	6	218	3	79	421

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TORRANCE COUNTY
2020 GENERAL PRESIDENTIAL ELECTION

Ballots Cast

Election Day

Dr. Saul Community Center:	339
Duran Community Center:	47
Encino Community Center:	34
Estancia High School Gym:	203
Manzano Community Center:	89
McIntosh Senior Center:	158
Moriarty Civic Center:	432
Moriarty/Edgewood Admin Bldg.:	350
Tajique Community Center:	117
Torreon Community Center:	73
Willard Community Center:	75

ABSENTEE BY MAIL: TORRANCE COUNTY ADMINISTRATIVE OFFICE:

2,000 estimated voters

EARLY-IN PERSON: TORRANCE COUNTY ADMINISTRATIVE OFFICE

1,000 estimated voters

ALTERNATE EARLY/IN PERSON: MORIARTY CIVIC CENTER

2,200 estimated voters

LINDA JARAMILLO-TORRANCE COUNTY CLERK

2024 General Presidential Election Voting

Election Day November 5, 2024: 7am-7pm

EARLY IN PERSON at TORRANCE COUNTY ADMINISTRATIVE OFFICES
205 S. NINTH STREET ESTANCIA, NM 87016

Begins: Tuesday 10/08/2024.

Ends: Saturday 11/02/2024.

Hours of Operation: **Mondays thru Thursdays 7:30am to 5:30pm**

Friday 11/01/2024.

Hours of Operation: **7:30am to 5:30pm**

Saturday 11/02/2024.

Hours of Operation: **10:00am to 6:00 pm**

ALTERNATE EARLY/IN PERSON at MORIARTY CIVIC CENTER
202 BROADWAY AVE. MORIARTY, NM 87035

Begins: Saturday 10/19/2024

Ends: Saturday 11/02/2024.

Hours of Operation: **Tuesdays thru Saturdays 10:00am to 6:00pm**

ABSENTEE BY MAIL at TORRANCE COUNTY ADMINISTRATIVE OFFICES
205 S. NINTH STREET ESTANCIA, NM 87016

For **Absentee Applications** call **505-544-4350** or apply at **nmvote.org**

Begins: Tuesday 10/08/2024

Ends: Saturday 11/02/2024

Hours of Operation: **Mondays thru Thursdays 7:30am to 5:30pm**

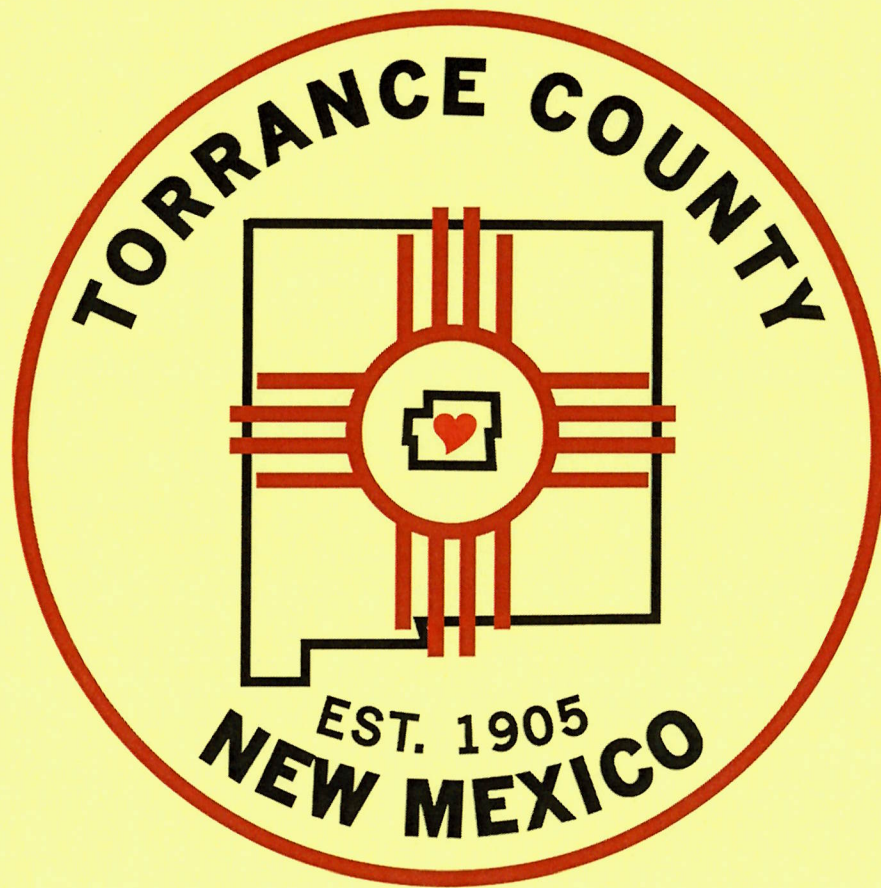
Friday 11/01/2024.

Hours of Operation: **7:30am to 5:30pm**

Saturday 11/02/2024.

Hours of Operation: **10:00am to 6:00 pm**

DEADLINE FOR ACCEPTING ABSENTEE BY MAIL APPLICATION:
10/22/2024



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 8 A

DRAFT COPY
Torrance County Board of Commissioners
Special Commission Meeting
September 5, 2024
9:00 AM

Commissioners Present:

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

Others Present:

TRACY SEDILLO – INTURIM COUNTY MANAGER
MICHAEL GARCIA – COUNTY ATTORNEY
LINDA JARAMILLO – COUNTY CLERK
SYLVIA CHAVEZ – CHIEF DEPUTY CLERK
DONALD GOEN – COUNTY P & Z DIRECTOR

1. Call Meeting to order.

Ryan Schwebach – County Chairman: Calls the September 5, 2024, Special Commission Meeting to order at 9:05 AM.

2. Pledge led by: Ryan Schwebach – County Chairman

Invocation lead by: Samuel Schropp – Commissioner

3. EXECUTIVE SESSION:

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

ACTION TAKEN:

Ryan Schwebach – County Chairman makes a motion to go into Executive Session.

Kevin McCall – County Vice Chair seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner Dist.#3: - Yes: Ryan Schwebach – County Chairman Dist.#2: – Yes: Kevin McCall – County Vice Chairman Dist.#1: - Yes: **MOTION CARRIED**

Executive session began at 9:06 am

4. DISCUSSION AND ACTION ON CLOSED SESSION ITEMS

ABOVE:

A. COMMISSION: Discussion and possible action regarding Executive Session Item 3.A. regarding filling County Manager Position.

Back in session at 1:20 pm

Chairman Schwebach stated that there was no action taken.

5. ANNOUNCEMENT OF THE NEXT BOARD OF COUNTY COMMISSIONERS MEETING: September 11, 2024, at 9:00 am

6. ADJOURN:

Action Taken:

Ryan Schwebach – County Chairman: Motion to adjourn.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner Dist.#3: - Yes: Ryan Schwebach – County Chairman Dist.#2: – Yes: Kevin McCall – County Vice Chairman Dist.#1: - Yes: **MOTION CARRIED**

The meeting adjourned at 01:21 PM.

Ryan Schwebach - Chairman

Sylvia Chavez – Chief Deputy Clerk

Date

Linda Jaramillo – County Clerk

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



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 8 B

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
September 11, 2024
9:00 AM

Commissioners Present:

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

Others Present:

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

1. **Call Meeting to order.**

Ryan Schwebach – County Chairman: Calls the September 11, 2024, Regular Commission Meeting to order at 9:04 AM.

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

Invocation lead by: Kevin McCall– County Vice Chairman

3. **Changes to the Agenda:**

Tracy Sedillo-Interim County Manager: Defer agenda items 12B and 12K and move 13A after public comment.

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

A. PUBLIC COMMENT (Comments limited to two minutes.)

John Humphries – Resident: I live at 331 Riley Road, and my family has been farming and ranching here in Torrance County since 1910. My great-grandparents homesteaded south of Willard. I grow vegetables and raise cattle about a mile south of one of the proposed cannabis operations. I want to come and affirm my support of the Planning and Zoning Board's decision to reject or deny the conditional use permit, among other things. On the purpose statement of The Planning and Zoning Board to protect property values. In terms of conditional use, the ordinance states that the economic noise layer, or the effects of the conditional use on adjoining properties, is a reason to reject the conditional use. I've heard that the Commission may find the Planning and Zoning Board's decision untenable and potentially turn it over because they don't think it's strong enough. I want to make clear that I think that the effects surrounding property values are one of the primary purposes of the Planning and Zoning Ordinance, and it seems like this is a very strong reason for the rejection of those conditional uses. We can expect that if we continue allowing properties to become cannabis grow operations, all the surrounding properties will only be purchased by other cannabis grow operations, because who will want to live next to one of these operations? I want to encourage you, when it comes to the two permits that were denied being appealed in two more meetings that you uphold those denials. Thank you.

Anne Schropp - Resident: The system is stacked against us. It certainly seems that way, if you do not understand how the system works and how to work it. I am thrilled to see citizens getting involved in the management of our water, the cannabis grow licenses, and everything else that affects our lives. However, petitioning our County Commission, Planning and Zoning, or anyone else at the county level regarding cannabis licensing is not going to fix the problem. The problems originated at the state level. They have to be fixed at the state level. Our Commissioners can't do it, but we can. We must flood the Governor's Office with phone messages and emails. The Governor is the only person who can put a moratorium on this petition. The County Commission can't do anything. If you have your heart set on getting a petition, then petition the Governor's Office. Encourage people in other counties to do the same thing. We're not the only County with this problem. Contacting the Governor's Office civilly and concisely will force action as this is a statewide issue. I have copies of contact information and a sample of what your statement needs to be. Your statement should be simple,

direct, civil, and based on legal issues, not personal feelings. I suggest something along the following. “I'm asking the Governor to place a temporary moratorium on new cannabis grow licenses. We do not have the water in our aquifer to support them.” The State Legislature needs time to enact controls on the over-issuing of cannabis licenses before our aquifer is destroyed. Thank you.

Tiffany Wang – Innovation Law Lab: I will be playing a comment from Edwin from September 4 during his detention at TCDF. (audio in Spanish)

PJ Podesta – Innovation Law Lab: I'll be reading a translation of the comment from Edwin, who was detained at TCDF. All the infrastructure here at Core Civic is dysfunctional and old. It's been around for a long time. I previously reported that the button where you press to flush the water from the toilet didn't work. The water was shooting out on you and came out of the base of the toilet. When I got up one morning and stepped out onto the floor, I slid on the pool of water, and I hit my shoulder. From that moment on, my arm was hurt. I can't apply force with my arm anymore. It hurts me to sleep. I have to take a lot of pills. The doctor tells me, I don't care how many pills you take. I'm Edwin Oswaldo Rivas Torres, I'm Salvadoran, and I would like to let all those people who have taken the time to listen to the laments and cries of the migrants who have been in this place. May this place stop now from causing so much suffering for the migrants. Because this is a place of torture. Thank you.

Arial Prado -Director of Civic Engagement with Innovation Law Lab:

We've heard a lot about water in recent weeks in this venue. Community members are discussing the water usage of cannabis grows and water management plans for the region in general. All with the understanding that water is scarce, and water is precious. As many are aware, the Estancia Valley water basin aquifer is depleting each year faster than it can be replenished. As I understand, it is inspiring to see community members work together to address critical water concerns. Meanwhile, as we heard just now, from yet another man detained at Torrance, who suffered a slip and fall, and as has been cited in federal oversight reports, water leaks are commonplace at TCDF. Neglect of this kind keeps leading to harm and it is also wasteful. Documents show that from January through July of this year, TCDF was the fourth greatest consumer of Estancia water, ahead of the County Fair Board and several school sites. TCDF used well over 200,000 gallons of water per month

on average. From January through July of this year, since reopening in 2019 there have been 15 months in which the facility has used more than 1 million gallons of water at times. The facility's water usage has surpassed 2 million and even 3 million gallons per month. Testimonies from people detained inside TCDF have long demonstrated irresponsible stewardship of increasingly scarce water resources in Torrance County. Core Civic is the world's largest private prison company that owns and operates TCDF and profits from family separation and human suffering and have shown that it is only concerned with their profit margin and not the best interests of the residents of Torrance County. Meanwhile, they have failed for years to remedy repeatedly failing plumbing infrastructure that wastes Torrance County's precious water. As Torrance county endeavors to remedy its water management and distribution challenges, responsible parties should prioritize water availability for residents of Torrance County and not the interests of an out-of-state corporation. Thank you.

Larry Crow - Resident: I live at 1311 West Highland. My wife and I moved here four years ago. My wife's family has been here for maybe close to 100 years. My only reason for being here is the concern that everybody has stated and that is the water rights. I love this community. My concern is that what's coming in here may not be desirable. Protect the town, community, and certainly the property holders. I didn't come prepared with a bunch of facts and figures. I come as a concerned citizen, and I want to see it stay viable and prosperous. Not to the extent that it's going to cost people in the town and the property owners problems because it looks to me like I've seen a change in the four years that I've been here. A change that may not be in the best interest of the people in this town. I would encourage you to acknowledge what they have stated and that you would address their issues in a good way, and limit what's taking place. It looks to me like undesirables are possibly moving in here. Thank you.

Andreas Esquibel – Campaigns Manager New Mexico Dream Team: We are a youth-led Immigrant Advocacy Network. I'm here advocating on behalf of the organization urging to end contracts at Torrance County Detention Facilities. I've heard testimonies, and there are many articles describing the inhumane conditions of this place. It's sad to see that places like this are still operating because of profit motive over human dignity. We have to understand that asylum seekers are seeking a place to feel safe and to call home. Being placed in horrible places like the one that is here is not the solution and would never be. Detainees are treated badly.

They are fed poorly. Health care is denied, and their mental health and physical well-being in general are being put at risk day to day. New Mexico residents should not live in fear of being detained in a Federal Immigration Detention Center, or seeing their family go through the horrors of detention. No asylum seekers should have to question why they are placed here as public servants. We hope that you stand by your community values and together we can envision a New Mexico that does not thrive off of caging vulnerable populations but instead welcomes migrants and asylum seekers with dignity.

Samantha O'Dell - County Emergency Manager: I wanted to mention that we still have some seats available in our Emergency Preparedness and Evacuation Workshop tomorrow at nine o'clock here in the Commission room. I wanted to let the Commission know of an incident that occurred over the weekend at the Moriarty building. We didn't see anything, so we don't have proof, but it appears as though a vehicle rammed into the gate, there's extensive damage to the gate. It was bent, the fences damaged, and it was about two feet off of the path from where the gate normally moves. The automatic gate piece is also twisted due to the force, so we've been able to bend the gate back in a way that we can secure it in the meantime until the company can come out and see what needs to be done. We're most likely going to have to be replacing that gate. We did not notice any attempted entry into the building. It doesn't appear that anything was stolen, but we have done some additional locks and some additional securing in the building. In the meantime, we're looking at some other potential security measures until we know where we're going with this building. There's not any light, so you can't tell there's a building there. I don't know if doing something reflective would help.

*Comment by Zoom

Sofia Genovese - Managing Attorney for the New Mexico Immigrant Law Center: Dozens of organizations, community members, and even elected members of Congress have visited the Torrance County Detention Facility and spoken directly with people detained there. We have collectively been reading detained asylum seekers' statements and escalating their complaints for years. The government's oversight bodies continue to find deficiencies in TCDF operations, making clear that it is an unsafe environment for detained people and employees alike. Reasonable minds cannot reasonably disagree about the dangers that TCDF poses for communities. Why is this place still open? Then we look at Torrance County that has said it needs the money from the ICE contract. It's important for you all in the public to understand that local governments are barred from profiting off of IGSA contracts. All of that money is required to be spent on the care of

people in detention under federal law. I'll point you to two CFR Section 200.4 100, subsection G, there is no economic profit for the County from TCDF, at least there shouldn't be, under federal law. Community members do not want to work at TCDF. The vast majority of the staff at TCDF are from Texas, and more staff are coming from Texas every week. This is not a place where people want to work. TCDF does not help position the County for success. We asked the County to cancel its contract with ICE and no longer support the abuses and immigration detention that you all hear about week in and week out. Enough is enough. Thank you.

Steve Bishop - volunteer with (VIDA) Visitors in Detention Albuquerque:

I will read the following statement from Teo, a man detained at the Torrance County Detention Facility. "The food here is practically cardboard or synthetic. For example, when you put sausages in the oven, they smell of plastic or carcasses, not meat. When there is leftover food in the kitchen, the official prefers to throw the food away instead of giving us more food. They do not feed us sufficiently. They prefer that we buy food in the commissary to profit off of us. I buy soup to eat enough calories. I have no support from anyone, and they pay me \$3 a day to work here, and the detention center owes me one week's pay, and they haven't paid me. Several colleagues haven't been paid for weeks when they don't pay me on time. I can't call my wife. I was separated from my wife and child at the border, I presented my marriage certificate, but they didn't let me see my wife and son. This is an injustice to be treated this way." Thank you for your time.

Amani Sarras: I'm pursuing a master's degree in international relations, and currently I intern with the New Mexico Immigrant Law Center. I work with asylum seekers, including people who are detained. I'm a trained Attorney in Palestine and have dedicated my life to ensuring all people have access to safety. I will read the following statement of someone currently detained at Torrance County Detention Facility.

My name is Amir Jose. I came to the United States to seek asylum but was sent to Torrance instead of my family in the US. I've been experiencing medical problems, and I was diagnosed with thyroid cancer. To operate on me, the immigration agents wanted me to sign a Power of Attorney to perform the surgery within the next 90 days. Since there are doctors in my family, I wanted a second opinion, for which I needed my medical records, which I requested without any success. I don't know why they will not give me my medical documents or give them to my family. I want to be able to have access to doctors, and I'm willing to pay for it. I do not trust

the medical attention here at Torrance, There are many deficiencies I fear for my life. Can you please help me? Thank you.

Stephanie Lawyer -volunteer with the New Mexico Immigrant Law Center:

The following is a group statement written by men who were ultimately released from the Torrance County Detention Facility after months of needless detention. In our opinion, the Torrance County Detention Facility should be closed. The officials are mostly racist, and rude. The food is not balanced. Many of us arrive at a good weight, and when we leave, we have nutritional problems. The officials treat us badly. As soon as you turn 18 for being an immigrant, you are taken to a federal prison. We have seen many teenagers treated like adults here, even though they came with their parents. The vents smell like sewage and the water has a high chlorine content, which tastes odd. Requests to the doctor are ignored, and you go many days after having requested it, there are no activities and little access to legal materials. Confinement leads us to suffer depression and stress, we cannot focus our energy on other things. After confinement, we face the world differently because of all the stress and pain we suffered in Torrance this whole process felt unnecessary. The government released us, but why are we detained to begin with, only to suffer a lot in this process? Thank you.

David Chavez - volunteer with the asylum and detention team at the New Mexico Immigrant Law Center:

I'm a retired engineer and researcher, and I now spend my time assisting new arrivals to our Country. I regularly visit with asylum seekers detained at the Torrance County Detention Facility and hear their constant pleas for help and basic human dignity. I'll read the following statement from someone currently detained at TCDF and hope that the extreme conditions will be taken seriously by the Commission.

My name is Eugenio Junior Castaneda, I am detained here at Torrance, and I am diabetic. It's been three months without treatment for my disease. They pull me in occasionally for a blood sample, usually at four in the morning when my blood sugar is high, they don't give me any medicine to bring it down and stabilize it. The medical care at the facility is the worst I've ever experienced in my life. It is a life-threatening situation for those of us with necessary medical needs. We are not fed frequently enough for my glucose levels to be stabilized. I want the County Commissioners to know that the lack of medical attention is life-threatening to us, and we need actual medics who care about us here. I want the world to know that if you are an asylum seeker, you will not be safe here in Torrance. I complain about the treatment in this prison because here, they treat us like we are not human and

are punishing us because we are migrants. I know people who are not detained when they seek asylum. Why me? I'm in the same situation escaping violence in my country, I have never done anything wrong. I need to air these complaints, and I hope that you listen.

Renee Wolters - New Mexico Immigrant Law Center: Today I'll be playing testimony from Brian. My colleague, Fabiola will then read the English translation.

Fabiola Landeros: My name is Brian. On August 20, I suffered an attack by Core Civic officers, where, days before, I had asked to speak with a supervisor officer. They attacked me, and they almost broke my hand and shoulders, and they hit me on the head. They left me in this state where they almost broke my knee. They were recording me, and they were laughing, when they were mistreating me. I've now been here for seven months where I've suffered discrimination from the officer for being Colombian, and from the officers for being an immigrant. I've suffered a lot of discrimination. I don't understand what the reason is, because I have never done anything here. I don't know why they have me in prison, I have never attacked anyone, and I have never disrespected anyone. For 10 days, they would not let me call my family, and the ICE officers didn't come to look at the injuries they had done to me and the bruises that had been left on my body. She finally came on September 4, 15 days after the officers attacked me. I also want to speak with Officer Sanchez to be able to tell her about this. I also need the videos of where they attacked me, because I want to file a complaint based on this for all the discrimination, for the bullying, what they have done to me, and the injuries they have caused me. Thank you very much.

Gretchen Lee – Student in Brooklyn, New York: I'm reading a statement from someone in immigration detention at the Torrance County Detention Facility in Spanish, a translation will be read during the next public comment. Thank you.

Valerie McLaughlin - Pro bono volunteer Attorney with The New Mexico Immigrant Law Center: I represent asylum seekers including people who are detained at the Torrance County Detention Facility. I will read a translation of the public comment that was just provided by Gretchen. Hello, I am detained at the Torrance County Detention Facility. My complaint is the following, please listen to us, the immigrants who left our countries because of many problems that made it dangerous for us. We cannot return to our home countries because they'll kill many of us. The Asylum judges don't understand this. They do not let us speak, and

when we do speak, they don't listen. We also have family and children who depend on us for their safety. Please have mercy on us the immigrants who have problems in our home country, if we are here, it is because we are afraid that we will die in our country. Thank you.

Faith Yoman - Volunteer with (VIDA) Volunteers in Detention Albuquerque:

I have visited Torrance Detention Center many times. The following is a statement from Kevin Alejandro Mina. I am from Ecuador. I am fleeing my country because my family and I have been receiving threats to kill us. I have been detained for almost six months at Torrance for seeking asylum. My wife and I were separated at the border. She was released, but the government kept me. I don't understand why. I miss my wife. I want to talk to her to make sure she is okay. I have lost all contact with my family. I do not have any contact with family in Ecuador or with my wife anymore. The government got rid of free phone minutes for immigrants, and now I cannot call her. All I can hope to do is hope for the best. Being here, you learn to cope mentally. I was told that if I turned myself in at the border, I would be let go and allowed to seek asylum. This was not true. I am here detained, and I don't know why the treatment is horrible. I am very sad, but I am prepared for what the judge and God have for me because hope is all I can cling to. Thank you.

Rick Dean – Resident: I need to make an apology for making a false statement in the last meeting about EMWT Board Members being self-appointed. I didn't double-check my information, and I have apologized to some of them, I apologize for that, and I will strive not to make a mistake like that again. I have some concerns about working out the financial end of Torrance County for EMWT. I'm glad to see that there's been some progress with a meeting going on trying to straighten out some of the situations with the EMWT as far as public representation. I would like to address something to do with the Torrance County Fire and Rescue and that is that we need to give these people what they need to help us when we are in need, including if they need an extra position. Let's give it to them so nobody's overworked, so there are not any mistakes. Other than that, I will reserve all comments for future meetings. Thank you for your time.

Ian Philabaum – Innovation Law Lab: I will read to you today testimony from Giancarlo, a pseudonym used due to fear of retaliation as he was detained in the Torrance County Detention Facility. What affects us is when the water from the showers runs into the drains, the pipe, which is clogged, overflows in the center of the unit, in the dining area. That's where the water starts to come out and bad odors

start to come out of the water. That same plumbing is the one for the bathrooms and everything, and that's when it's blocked. The vapors begin to come out, and there are bad smells in the unit. The bad smells harm you. It harms one's health a lot. We also told this to the internal staff of the facility. We told them what was happening, that there were bad odors, that it was flooding, and all that. They said that they were going to check it out, but so far, they haven't checked anything. That was about 20 - 25 days. There are the times that the officers arrive and there is a moment to complain, and you tell them, but nothing else is known from then onward. Thank you.

Quanta Naharda - Paralegal for the detention and asylum team at the New Mexico Immigrant Law Center: I will read the following anonymous statement from someone who recently suffered a medical attack at the Torrance County Detention Facility.

On Saturday, August 24, I felt bad in the morning with a headache, and I started to feel intense pain and tremors. My friends and I knocked on the door for help, but no one answered. Then I fainted and started having convulsions. I don't remember anything else, but all of my friends mentioned that they screamed and knocked on the door as loudly as they could, but no one came to help me. They say it took them about 20 minutes to open the door, while I was convulsing and unresponsive. As soon as they opened the door, all of my friends took me medical. The guard said that they wanted to punish my friends, but my friends refused to listen until I was helped. I woke up in the hospital with diabetes, oxygen tubes, and worst of all, chained to the bed in handcuffs by my hands and feet. I came back to the jail the next day. There were also days when the guards didn't let me out to take my medications, but the next day they made me sign a sheet that said I did. This is clear fraud. I am not receiving my medicine as instructed by my doctors. I hope to be released so that I can be responsible for my medical care. Thank you.

Julia Montany - Program Manager: The Federally funded Survivors of Torture Program at Las Cumbres Community Services provides comprehensive services to people seeking asylum, including people detained at the Torrance County Detention Facility. I'll read the following statement from Alexander Jose Loyo Mendoza. I am from Venezuela, and I fled because I was being targeted due to my political opposition to our hateful and dangerous government. Here in Torrance, I've been discriminated against, and the officials are racist. We receive too little food with too little nutrition. Some officials do not give you water when you ask,

or they don't give us hygienic products like shampoo and toilet paper. I'm confused because I was seeking asylum, and I'm shocked by how the US is treating me. We only go outside for one hour, and sometimes they don't let you out at all. I've been in Torrance for two months. I've struggled with anxiety and depression since being here. We are not treated like people. Our needs are ignored. We don't receive medical attention in emergencies. I've seen people have convulsions and no one responds. Everything here is hidden. The problems are not acknowledged. I ask that you please pay attention to what we are saying. Thank you.

Jessica Matinez - Director of Policy and Coalition building at the New Mexico Immigrant Law Center: I am also an immigration attorney, and I serve as one of the Board of Directors of the Immigration Law Section of the New Mexico State Bar. At NMLC, I work with several attorneys and legal experts who have documented and substantiated claims of terrible conditions in these detention centers. I met with detainees in the Torrance facility and saw with my eyes men with injuries, and heard from several of them how bad the conditions are. I met with several attorneys across the state and legal advocates who have witnessed detainees with serious injury, suffering, and pain. A case that continues to haunt me is one of a man with a bone sticking out of his ankle, and nothing was being done for him. The experiences detainees have shared continue to fall on deaf ears as no action has been taken to stop their suffering. This is simply unacceptable, and it does not align with our values in the state, and it does not align with our essence of humanity. Legal experts have said that the detention centers in New Mexico, are some of the worst, if not the worst, in the country. Not only have we documented and substantiated these claims, but these have also been confirmed by multiple government oversight bodies, such as the office of Civil Rights and Civil Liberties and the Office of the Inspector General. Every member of the New Mexico congressional delegation has called for the cancelation of the ICE contracts in Torrance. We continue to elevate and uplift the voices of detainees. We hope that you will work with us on the only viable solution, which is to end this suffering of detainees and take a stance by refusing to be complicit in these human rights abuses. Thank you.

Michelle Ortiz - Summer Intern with the Las Americas Immigrant Advocacy Center: My internship duties primarily included making legal visits to noncitizens detained at the Torrance County Detention Facility. One significant issue that kept happening was regarding the operational challenges within the detention center. I

attempted to schedule six in-person, confidential legal visits and four confidential legal phone calls and video calls at TCDF. None of these visits were scheduled as requested, despite ample notice, and lacking confidentiality and privacy. These issues are a result of the inherent flaws within the existing system, primarily revolving around the limited availability of meetings and the uncooperative behavior of guards and staff members. The lack of available time, and the frequent need to reschedule or adapt to uncooperative staff not only delayed my processes but also impeded my ability to perform these tasks effectively. I experienced inconsistencies with the meetings I attended. I was initially informed about one setup of circumstances or arrangements, but upon arrival, I found that the actual situation was different. This lack of alignment between what was communicated and what occurred led to confusion and inefficiencies. Furthermore, issues with the detainee availability and unresponsive staff regarding detainee studies further hindered my efforts. These repeated challenges significantly obstructed my ability to provide effective legal support, fulfill my internship responsibilities, and provide help to those detainees at TCDF. My own experiences with the staff have been troubling as well. I encountered disrespectful treatment when staff members criticized my clothing despite my wearing an unofficial t-shirt for my organization. This unnecessary focus on my appearance rather than addressing the core issues at hand, only compounded the difficulties they faced and created uncomfortable and unwelcoming environmental problems at TCDF. This created a situation where individuals detained are now receiving crucial legal information despite the best efforts of pro bono service providers, this lack of access to essential legal resources severely undermines the detainee's ability to effectively navigate the legal situation and exercise their right.

*In person

Sterling Donner - Co-founder and CEO of Flame NM: We are a nonprofit that operates here in the Estancia Valley that mentors young men and women, ages 10 to 18, and gives them a place where they can go to talk and learn about leadership. They can get mentorship and start trying to improve their outlook on life. This area, for so long, has had a reputation for being one of the poorest counties, and I don't think it has to be that way. A lot of these kids that we mentor have family members who are in prison, and they're feeling like they're destined for that. That's not the case, and we've had some outstanding and phenomenal changes in kids, my wife and I, Lindsay, are Torrance County contractors as well. We run the boys' Council and girls' circle, and we are in the schools here in Torrance County, Estancia Middle School, Moriarty, EVCA, which is just on the other side, as well

as many of the other schools. We've seen some outreach and some outstanding changes. Flame NM is an extension of that. It's a partnership with the County. I wanted to introduce myself. I appreciate what you guys do. I'm an elected official in Edgewood, so I know how hard your job is. If you have any questions, please feel free to reach out to me. Thank you.

B. DEPARTMENT UPDATES AND COMMUNICATIONS

13. DISCUSSION

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

Lisa Gardener – Resident: Thank you for the opportunity to speak today. We're here to present a petition on behalf of the citizens of Torrance County. Our petition is requesting that Torrance County put a moratorium on cannabis grow farms. The moratorium would give time for the County to review cannabis regulations, water regulations, Zoning ordinances, and state and local cannabis laws. This would also give Torrance County time to work with the state Cannabis Control and our state Legislatures on solutions. We have collected 357 signatures, and many in the Ewing and surrounding areas are seeing and or experiencing firsthand the negative impact these grow farms are having on our communities, our schools, and our rural lives. Citizens from other parts of Torrance County heard about the petition. They're also concerned all over Torrance County about their communities and their schools. All signers are registered voters in Torrance County, and we request that their names and addresses are not shared in your minutes only the number of petition signers for security reasons. Thank you.

Clayton Gardner – Resident: I called the Governor, and she seemed uninterested. That's why we decided to bring it here. The biggest thing we're asking for is the same process that happened on the Riley Road farms with John Humphreys. Yes, there is a way. We had two farms come before zoning; they voted them down. Now it has to go through the process. At the end of the day, we should go after zoning and fix our zoning to the best of our ability. There's the issue of water rights. The State Engineer is calling it commercial. The more you research it, the more you have no idea what they're doing with water. They have an agreement to

haul water with the State Engineer's Office, for the 542 farms. That's outrageous. I know it's a state problem, but the moratorium is us standing up to the state and saying we're going to look into this. Looking into our zoning is our number one thing. We think things need to go through the zoning board. We think Planning and Zoning needs to be cleaned up, where everybody involved with zoning says, we understand what to do with this and where the process isn't complicated. Cannabis Control indicated there was a way to work on zoning. Colorado has unique laws. The process is, they're coming in, they're getting zoning. They're running over to Cannabis Control and they're applying for a license. With zoning they might not get a license. They open and grow from 5000 plants to 100,000 plus plants before they have a license. We have three of these farms. One of these farms did get shut down, Bliss Farms, and now it's open again. Second, is Law Enforcement. What have we done before this cannabis mess happened that the State gave us? If somebody was growing illegal marijuana, what would we have done? I think we would have shut them down. We're growing a lot of illegal marijuana, they're unlicensed, and now we don't shut them down. So what changed? Why can't we go back to what was before, if they're still not legal? I know the state isn't supportive. That's why we're saying, let's take care of this locally.

Ryan Schwebach-County Chairman: Legally, what does the moratorium look like? I'm accustomed to the Governor putting a moratorium.

Michael I. Garcia-County Attorney: A moratorium is a pause that's put on in the land use context for a specific use of land. Let me preface this by saying, I sympathize with what your concerns are. I agree with what you want, and what you're trying to achieve. There are a multitude of problems with the moratorium, from a land use perspective. The biggest problem is you risk taking the rights from a landowner. If you go back to your constitutional law, you look at the 14th Amendment, Americans have a fundamental right, a constitutional right, to use their property lawfully in this particular context. If somebody's growing something without a permit, then we argue that it's illegal, that it's unlawful. In the current context of state law, growing pot is lawful under the state law.

Ryan Schwebach-County Chairman: We all have an understanding of what needs to be accomplished. How do you go about doing it?

Samuel Schropp-County Commissioner: I want everybody to know that Mr. Garcia, Ms. Sayers from the CCD, and I spent over two hours this past week on the phone discussing how to make the law work for us. Mr. Garcia had come up with a very obscure precedent case law that would be used against us.

Michael I. Garcia-County Attorney: Some of my reluctance is my background. For most of my career, I've done land use for the City of Albuquerque and Bernalillo County. I want to avoid liability for Torrance County, in the context of land use law. Land use law is almost always going to be the most expensive judgment that you get against a municipality or a County in a lawsuit because you're dealing with lots of money, and lots of value when you're talking about people's land. One of the worst ones I saw in the city of Albuquerque, which thankfully I wasn't involved in, was a \$14 million judgment when it was all said and done. That was all because of what was arguably alleged to be downzoning where a sector plan changed the zoning of about seven acres in Uptown where you go shopping off Louisiana. So that cost the city of Albuquerque \$14 million. My earnest desire is to prevent that kind of situation in Torrance County. This is all your tax dollars. We don't have insurance for a land use judgment, it comes out of our treasury.

Ryan Schwebach-County Chairman: What you need to understand is that the County Attorney's job is to make us aware of the liability upon this County. It is our job to decide where we put the liability of this county. Let's talk about the ordinance. We can change an ordinance.

Samuel Schropp-County Commissioner: One of the things that we discussed in that two-hour discussion is that we did not want to set a precedent. We do not want to lose a case or bring a case to trial, and then lose that case and have it be a precedent that's thrown in the face of every County in the state. This has to be done very carefully. I know everybody's impatient and would like quick answers, but there are none.

Ryan Schwebach-County Chairman: We start from a liability standpoint, we can change an ordinance, to mandate that any grow house, regardless of what is grown, has to have a special use permit. That goes through the P & Z Board. Can we do that?

Michael I. Garcia-County Attorney: Yes, it has to go through zoning. If we're treating everybody the same, then we're on a lot stronger footing.

Ryan Schwebach-County Chairman: Cannabis is not an issue here. The issue is a greenhouse and a hoop house. When the lights are on, how much light is there, and how much water is used? I don't care if you're growing tomatoes, carrots, cannabis, or little bunny rabbits. If it's in a hoop house, it needs to go through

P & Z. In the P & Z permitting process, we're not even going to ask what they're growing. We have to change the ordinance for that. I would like to get that set up. That is a long process. That's a public meeting. I would like to get that in the works, starting at the next meeting. We cannot take action today. That's step number one.

The next step that should be taken is if they have a permit for 100 plants, and they're growing 200, they are breaking the law on the 100-plus plants. What can and can't the Sheriff do when we have a grow house operating outside of their permit parameters, whether that permit is pulled, or whether they're growing more than conceived?

David Frazee-County Sheriff: I don't have all the answers that you're asking. I'll lean on our legal counsel. I will tell you that it is on our Governor, or whoever made it legal to possess marijuana. As far as the amounts, I have not seen any law in black and white, that I can myself go out and enforce. It's more of a civil issue. Where they've been issued a permit to grow so much, and they violated the permit. It's more like a civil problem that needs to be hashed out in court, rather than a law enforcement issue. The federal government would like to step in at their level because marijuana is illegal at the federal level. We would like to work with them. I'd personally like to have them all shut down. I don't think they're good for the community. As far as enforcement goes it can only be if they have so many plants, and they're not authorized for that many plants or their permit has expired. The possession of marijuana is legal in this state.

Ryan Schwebach-County Chairman: What is the limit?

Michael I. Garcia-County Attorney: I look at the criminal statutes, it's not my area of expertise. I do understand that there are limits. I could get with the DA, they would be the ones who would prosecute it. Sheriff and I could talk with them about what the DA thinks they could accomplish, and how they go about doing it. If it's going to be a criminal matter, we do need to get the DA involved.

Ryan Schwebach-County Chairman: I agree with that. I also think that the County needs to find an expert opinion, for our benefit where the Sheriff's limitations are and aren't. I would like a definite confirmation from the State Police on whether they will or will not enforce some of these permit violations in writing from the head of the state police. I would like federal contact with the DEA. The only line we have is to hit it from every angle push the envelope as hard as we can and limit liability. None of this is outside of our realm. None of this is putting

liability on anybody, but it is taxing our employees of the County to do the legwork. If this Commission is willing, I don't think it takes a motion. It just takes a consensus to direct you.

Michael I. Garcia-County Attorney: I can make calls.

Ryan Schwebach-County Chairman: I would like to have that by the next meeting, have contacts in place, and have confirmation on who's going to help us and who's not, until we narrow it down to what we can and can't do. The P & Z is merely a stall tactic. At some point, it's going to go to a court of law.

David Frazee-County Sheriff: Until I can see it in black and white, I can't enforce that law.

Ryan Schwebach-County Chairman: Do you have any resources?

David Frazee-County Sheriff: I do, and the federal government is involved at this point. I will reach out to them, I will work with our Attorney, and I'll see what we can do about having an answer next meeting.

Samuel Schropp-County Commissioner: Since the CCD Attorney was here, I've spoken with the New Mexico Division of OSHA. They'll come down and start inspecting complaints. You're required to have bathroom facilities within 50 feet of the workplace. As you're driving by places, if there aren't porta potties out by this hoop house, go to NM OSHA, and you can make a complaint. The OSHA attorney has told me they will come down for a full inspection, which includes their chemical store, a log of the use of those chemicals, the training that their people have in using those chemicals, PPE, and electricity. The Sheriff needs statutory authority that will allow him to go into these places and see if they have more plants in there than they are licensed to have. At that point, it is no different than where I was living before, where the cops go out and pull all the plants and they arrest people, but that statutory authority is not there yet.

I'm compiling a list for Stefanics and Lord for this new bill. One of the things. I talked to the Department of Environmental Quality attorney to look at septic tank perk tests groundwater runoff to test what the chemical use is doing to groundwater. I talked to the New Mexico AG's office because what you brought up before is if we can come up with a specific statute, the AG's interpretation of that statute has the force of law. If we can find a statute that will give this Sheriff's

Department the authority to do this, then take it to the AG's office, and get him to rule. We may not like the ruling, but that's a way to go. Since our last meeting, P & Z enforcement went out and checked on this operation, and it was sunflowers and weeds growing in there.

As for the Road Department, La Tranquita grow operation put gates across the county road. Leonard Lujan went out and looked at it, and the guys that were there were somewhat aggressive, and he told them that if the gates weren't off the county right away, he'd be out with a piece of equipment and law enforcement, and they were just going to move them out of the way and put them back on their property. Stefanics, in our meeting with the lawyer from the CCD, was very careful, because she could not take a position on some political things or law. What's going to be needed? I gathered that CCD is asking for is passing these things on to Lord and Stefanics. They need a law enforcement arm that has certified Law Enforcement Officers with arrest powers. They do not have that.

What I'm asking for is a County's ability to limit how many plants, not how many grow farms, but how many plants can be grown in the County so that you don't wind up with these monster grow operations. You go back to mom-and-pop places. Regarding the time, the manner in place, and regulations in the Cannabis Regulation Act, Mr. Garcia and I agree that the wording that is ambiguous about an agricultural grow operation. We can pass a time a regulation that you can only sell during the day and can't have a patio, and those kinds of things. The way that law is written, we can't tell these guys how many plants they can grow here in the county. It's a very ambiguous wording that needs to be cleaned up and clarified. As far as statutory authority for the TCSO, that's gone to them. I'm asking people to send me your suggestions to my email address, which is on the county website. As we work through these things. We have got a full-court press going on this with what we're able to do. We are just as frustrated with this as all of you are.

Yesterday, there was an interview with the new Director of the OSE in Source, New Mexico. She is talking about how due to the lack of water metering; the issuance of permits is based on skewed data that the amount of water we have available in these aquifers is not what the OSE thinks is in these aquifers. She is proactive in her approach. She sees that our aquifers across the state are in crisis, and because of reporting and metering, the OSE is not making decisions based on good science. I'll be calling her tomorrow. I'll get Mr. Garcia in on that, and we can discuss some of the things that I feel the OSE needs to be doing to change, to help us out here.

Ryan Schwebach-County Chairman: Every individual can protest any permits that come through from the Office of the State Engineer. From what I've seen. A lot of these farms have not been in production for many years. They're bringing them back into production, and it has the potential to affect the neighboring wells.

Clayton Gardner – Resident: Can you protest the water hauling agreement? Through the Legislature and Cannabis Control, you can have a water hauling agreement where they show receipts of where they're getting water from. They're not supposed to be using commercial wells. I reached out to Cannabis Control on this, and that was the reason they stated they don't have a commercial license.

Ryan Schwebach-County Chairman: You could protest, it depends on where the water is coming from. That goes to whoever's selling. If it hasn't been converted to consumptive use, they don't have the authority to sell it, haul it, or move it. They can go to the City of Moriarty if they get a tag from there to sell water, they can haul it. There's nothing preventive. The protests are simply bringing staff awareness to the State Engineer Office. Odds are it's not going to be nice but it's still an avenue, along with going to a CNMEC board. I've been informed that there have been many meters that have been tampered with and have been overloaded, and they've had to disconnect for multiple reasons. That is a safety issue that falls under OSHA. Central New Mexico Electric has had to change policies for some of this. Any federal bank, if they're getting money that has derived from cannabis growing, they're not supposed to take the money, they're supposed to report it. Talk to your banks. Who are their customers? Until our state and our Governor get their act together and address this, the only avenue we have without putting tremendous liability on us is stall tactics and promoting, that this is not right. This is not working. You hit him at every other angle you can.

Samuel Schropp-County Commissioner: The Riley Road well permit has not been producing for eight years that I've been here. That ground was not being farmed for a reason. The well directly to the south has a young family who was here during the cannabis meeting, their well is weak. The well on John Meadow's has failed. Now they're going to another location looking for water. My point is that, when we have inactive wells and they're going to start back up, there will be consequences for all of the neighbors. That is up to the OSE mapping and permitting process to determine. Reading the interview with the new director, I think we have someone open to the argument that, if you issue this permit based on the change of ownership, that well is going to affect everybody around it, and we don't know what that effect will be with the way water is going in the state of New Mexico. The OSE should know, what that effect will be.

Sterling Donner: I'm not a resident of Torrance County, but I am in Edgewood, and we are part of the same basin. We're in the Estancia Valley, the same community. We have commercial growers in Edgewood, but we've built partnerships with them, and what they have agreed to do is a certain portion of the water that they use is reclaimed water. They are purchasing reclaimed water, and that counts as a percentage of the water that they're using. It's not all coming from core wells. They are bringing a majority of it as reclaimed reuse water. The state, a couple of years ago, produced something around a total of 5 billion barrels of water, which is 300,000 Olympic swimming pools. That water is used for various things, of different grades. We haven't had an issue in Edgewood yet with our commercial growers because they are using a certain portion. This is being used in other states that are having similar issues. This is also being tested. Commercial growers need to use a certain portion of reclaimed water so that it doesn't wipe out aquifers and basins.

Ryan Schwebach-County Chairman: We'll put that on the list too. We have direction. At the next meeting, we'll bring the ability to start acting on the ordinance, which requires a public hearing, and feedback, and then we'll come back with approval of the change in order.

8. APPROVAL OF MINUTES

A. COMMISSION: Request approval of minutes of the August 28, 2024, Regular Meeting of the Board of County Commissioners.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve minutes of the August 28, 2024, Regular Meeting of the Board of County Commissioners.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

9. APPROVAL OF CONSENT AGENDA

A. FINANCE & PURCHASING: Request approval of payables.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve payables.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE:

None

11. ADOPTION OF RESOLUTION:

- A. ASSESSOR:** Request approval of Resolution 2024-29 approving the Mill Rates 2024 and signing the order to submit to the State of New Mexico Department of Finance and Administration.

Linda Gallegos-Chief Deputy Assessor: This discussion is an annual statutory obligation that states that you, as the Commission, have to approve the mill rates. I am presenting the work that I do when I get the mill rates to make sure that it is in line with our valuation. Valuation changes how the effects on the County's revenues. I presented a few months ago regarding the reappraisal plan and how that affected everything. You'll see based on the spreadsheets. I do this to help me understand where we may be losing valuation and what the justification for increases and decreases to this Commission. I look for anything that looks like a significant increase or decrease based on the mill rates because we all know that if the mill changes the valuation goes up, and the mill rate goes down. The difference between the valuation from 2023 to 2024 was an increase of \$14,983,692. I am happy to report that we're still seeing increases and you'll notice it on your evaluation sheet. The worksheet shows the decreases in red in each of the school districts, and that looks significant, but I have justification for that because we have to justify to the state why our values are going up and down like a roller coaster. I'll start with school district seven, the Estancia area. We've been doing account cleanup of about 32,000 accounts. We've gone in there, and changed the classification of properties, from residential to nonresidential or the other way around. In eight in and eight out, the Moriarty area, the school levy is 10.524% and I'm thinking, why in the world do they have a mill levy that high? Last year, there was a bond approval for the Estancia Valley Classical Academy, and the voters said, yes, to that. So they're paying for that through the mill rate. Mountainair 13 in and out, also did a school education, tech, and debt service for

3.061 mills. That's where we're seeing a little bit of a variation there in 13 in, nonresidential. It went from 7.284 mills to 6.747 and that's a reduction in the debt service due to that Senior Citizen Center that got the mill rate, In 16 in and out, Encino, a couple of things have occurred in that area. There is a significant decrease in that area and that's because of the protested valuations that were done by property owners. What happened is that ag property owners did not render their livestock, and so their special method evaluation was taken away. Their land values went to the vacant land rate, and then they came back and protested, and provided the information, so we decreased it back down to the Ag rate which is a special method of valuation. Not only that, we had the closure of the Rock Hill dairy farm, which also protested their valuation. It was left higher since they've closed the dairy portion down, and their valuation decreased as well.

Vaughn School District, under House Bill 33 increases the levy for their new school building improvements. In 2025 residential which is Corona/Vaughn Schools, the mill rate changed from 2.386 mills to 5.970 a difference of almost 3.6 mills. On the non-residential side, there was a difference of 3.413 mills. That was 2.476 increased to 5.889 and that was also because of the Corona/Vaughn School Board of Education. Those were the significant areas of increase and decrease. Normally, we're not in charge of doing anything or changing anything, but just verifying what DFA is presenting to the County. The reason why I'm here is to show you the process that we take, to make sure that we're on board with our values and mill rates as been presented to the state, and then ultimately to you all for your approval on the resolution today. I've spoken with Treasure Hernandez, and she and I went through this, she's approved, what I have presented.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Resolution 2024-29 approving the Mill Rates 2024 and signing the order to submit to the State of New Mexico Department of Finance and Administration.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

B. FINANCE: Request approval of Resolution 2024-30 Budget Adjustments for FY2024-25 Budget.

Misty Witt-County Finance Director: If you refer to Schedule B on the ordinance. It outlines the adjustments that we're asking for. The first adjustment is

to adjust the donations we received for Animal Services. We'd like to make this one available for her to use to buy supplies for the animals. The second adjustment is for land and buildings. That's because Torrance County has picked up the lease for the Superior building, and the Fire and EMS services. We need to increase that budget for that lease. Third is the budget increase for the Firefighter Recruitment Grant that we received. We need to adjust the budget to include the funds that we were awarded. Lastly, the budget adjustment funding reversion. That is for the DWI Grant. Some funds were not used last year and will be reverted. It's my understanding that we're going to reapply for those funds in October to try to get them back.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve Resolution 2024-30 Budget Adjustments for FY2024-25 Budget.

Kevin McCall-County Vice Chair:: Seconds the motion.

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

MOTION CARRIED

C. ROAD DEPARTMENT: Request approval of Resolution 2024-31 for participation in the Local Government Road Fund Program Administered by the New Mexico Department of Transportation for FY2025 CAP Project HW2L500594.

Charmen Padilla-County Road Asst. Executive: These are 2025, state contacts. They're pretty basic, just like every year. This coming year, we will have an increase with the cap of \$6,461 and the total will be \$288,908 and the actual project will be a chip seal project. We're here today to get the resolution approved and signatures for the contract.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve Resolution 2024-31 for participation in the Local Government Road Fund Program Administered by the New Mexico Department of Transportation for FY2025 CAP Project HW2L500594.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

D. ROAD DEPARTMENT: Request approval of Resolution 2024-32 for participation in the Local Government Road Fund Program Administered by the New Mexico Department of Transportation for FY2025 SB Project HW2L500600.

Charmen Padilla-County Road Asst. Executive: This is our SV project a total of \$125,740 it's an increase of \$4,929 and it's also a chip seal project, and we're just here for approval of the resolution and signatures.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve Resolution 2024-32 for participation in the Local Government Road Fund Program Administered by the New Mexico Department of Transportation for FY2025 SB Project HW2L500600.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

E. ROAD DEPARTMENT: Request approval of Resolution 2024-33 for participation in the Local Government Road Fund Program Administered by the New Mexico Department of Transportation for FY2025 SP Project HW2L500570.

Charmen Padilla-County Road Asst. Executive: This is the SV project the total is \$83,099 which has an increase of \$59.00. This is a graveled road project.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve Resolution 2024-33 for participation in the Local Government Road Fund Program Administered by the New Mexico Department of Transportation for FY2025 SP Project HW2L500570.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

12. APPROVAL

A. MANAGER: Presentation and possible approval of the current plans for the New County Administration Building - Wilson and Company, Inc

Amanda Lujan - Grants Administrator: The architects from Wilson and Company are here to present the floor plans.

Scott Nice-Wilson and Associates, Engineers, and Architects: We've been working with the staff here at the County, putting together a building program and schematic design for the new County Administration Building. We have a slide presentation to go through. The programming document tells us the square footage of each space and the adjacencies of spaces. We can talk about the floor plan in detail. Then go into the elevations of the building, schematic design of the elevations, site plan, preliminary site plan, and some sections. Then we have renderings of the building.

Amelia Clore-Wilson and Associates, Engineers, and Architects: We will start with the different programs that will be in this building. You will need space for public entrance, and an admin suite that will have the Managers, legal, and HR area, and all having their workspaces to share. Storage is a big concern. The Clerk's Office has Early Voting and lots of storage. There is the Assessor's, Treasurer's, Planning and Zoning, Facilities, and Hearing Chambers. Finance, Grants, DWI, and Compliance are together. The Hearing Chambers are set across from the main entrance. We have a private lobby for the Hearing Chambers and a noise buffer, and then people can talk in the lobby, and have separation from the public lobby as well. We have 144 seats shown for the hearing chambers with room to add more, five chairmen seats, and eight seats on the sides. It's about 3700 square feet, with an executive meeting room, a kitchenette, and a training/conference room. The rest of the building can utilize this space as well. In the individual programs, we tried to put them in a way the public interfacing towards the front. Planning and Zoning get a lot of foot traffic. We put them in the front. Clerks to the right of them. Treasures and Assessors, all of the ones that have the public interface, try to put them near the public entrance. Several public entrances. Facilities will have a private entrance. We have fleet parking in a gated-off area. We have the suites sharing restrooms. Financing and Grants get their own. The Hearing Chambers and the Administration suite will share a restroom as well. The Manager Offices, Legal Offices, and the HR Offices are together. Some of them are open lobbies, and some of them are closed lobbies, as requested so that the seating can overflow into this common corridor that acts as a lobby as well.

One of the main concerns with this building currently that is being occupied is the lack of natural sunlight. We tried to open up these public areas to create a lot of areas for sunlight and daylight. We have high windows that will give light to the suites. We tried to organize where offices are on the ends and the storage area towards the center to utilize the natural daylight. We have the Admin suite sitting at a total of 2,850 square feet, and that's including circulation spaces. Assessors are

2,964 square feet, Clerks, at 3,513 square feet, Finance/Grants at 2,383 square feet, and Hearing Chambers, which include the training in the Executive meeting room, with the kitchen at 6,344 square feet, Planning and Zoning at 2,259 square feet. Treasures 2,282 square feet, and then plus the lobby and common circulation areas, a total of 32,749 square feet.

Kevin McCall-County Vice Chair: It's been a while, but I thought we were staying around 27,000 square feet.

Amelia Clore-Wilson and Associates, Engineers, and Architects: From what we've heard from each department, it's the growth and the space that they need. It's become this number. Not sure where the other number was at some point.

Scott Nice-Wilson and Associates, Engineers, and Architects: In the first design, we were at about 29,000 square feet when we originally met and reviewed the programming document, and then started the design.

Samuel Schropp-County Commissioner: Is this a 40-year expected life building?

Scott Nice-Wilson and Associates, Engineers, and Architects: At least, I'd say 50 to 70 years. After viewing this current facility, Clerk's, and Assessors' Offices, need some serious storage.

Ryan Schwebach-County Chairman: How much square footage do we have in this building currently?

Donald Goen-County P & Z Director: The square footage is 22,000.

Amelia Clore-Wilson and Associates, Engineers, and Architects: The new build, allows for future growth and also gives ample space for what's already here. We have two options. Alan Ayers is North of the building. Coming off of Alan Ayers, a possible future animal shelter to the left or room for something else we just designated that for now. This is a huge property. It's approximately 27 acres. You'll be able to see the building entrance off of Alan Ayers. The building faces Northwest, with ample parking in the front, and a drop-off area in the front. We also need some drop-off box windows. We accounted for that in the plan as well. The Commissioners have a private entrance on the rear end of the building with parking. That would be separation from the front public entrance. This one has the fleet vehicle parking on the side, and that would be a gated-off area. The employee entrance, the facilities entrance, and a dock area for the facilities and the building

use itself at the west end of the building. There are a couple of mechanical yards set because we noted that you do not want a flat-roof building. The design has been driven off of giving you a good building that functions well, and you won't have to maintain a lot of it. You won't have to do a ton of maintenance. That was a big driver of the design. The second design has Alan Ayers on the north again; this one is facing west and is up against the east property line. Same thing facing west. We indicated the assumed developed area on the site where an asphalt edge might occur, as well as fences and landscaping. The site shown is approximately 5.7 acres, which is being utilized by the parking and the new County Building and some landscape areas as a buffer for the property.

Ryan Schwebach-County Chairman: Can you turn it a quarter turn, another 45 degrees?

Scott Nice-Wilson and Associates, Engineers, and Architects: So it's facing due north? Can we.

Amelia Clore-Wilson and Associates, Engineers, and Architects: We spoke with the Facilities Director, who voiced concern about the north-facing, having the shade in the winter with ice. Facing northwest could be a nice compromise. You'd still get some of the west-facing. It wouldn't be directly north. You could utilize some of that sun as well, and some of the East in the morning.

Scott Nice-Wilson and Associates, Engineers, and Architects: We like this scheme because the building will present itself as if you're driving from 41 up to it.

Ryan Schwebach-County Chairman: I think that's kind of irrelevant until we get to the price tag.

Amelia Clore-Wilson and Associates, Engineers, and Architects: We have to be up to code to be the most energy-efficient, we can go extra if you want it.

Scott Nice-Wilson and Associates, Engineers, and Architects: The mechanical system VRF, Variable Refrigerant split system, ground-mounted outdoor, and then indoor are the most efficient and reliable.

Ryan Schwebach-County Chairman: We have a huge piece of property. We need to get to usage and the cost.

Samuel Schropp-County Commissioner: Then start adding options within the budget.

Amelia Clore-Wilson and Associates, Engineers, and Architects: Going on to the exterior of the building. The north elevation is your entrance with a nice, pitched roof for the lobby. This will bring lots of natural light. We put these high windows, to increase natural light into the corridors, to get the other suites, the sides that don't have the exterior windows, to bring lighting to them in that way. These north-facing windows will be dual-pane glass. They have overhangs. We didn't want a flat roof so that drove a lot of the design and exterior materiality. We're doing a combination of CMU block and then metal panel. We're going to possibly do different materiality in the rear, stucco, or synthetic material that is still good quality. We wanted to bring really good quality materials to not have to maintain it a lot. You have an outdoor employee area, with an overhang, and mechanical yards. We're thinking of an open structure in the lobby, and an open structure in the hearing chambers. This will allow for a lot of space, and a nice place for the whole community. You can have your art in here. We've heard that some historical art is going to be displayed. So we need places for that. The corridor has lots of light from the high windows.

The design was driven off of where Estancia had a railroad, and they brought a lot of the people here. We tried to take an ode to that, and in the materialities, with some brick and CMU, the industrial look, but also not overly industrial. If you wanted to put the solar on the backside, or the south side, that would be a r good place to put them. Logically, we laid out the building to try to make a good, easy structure. It's not going to be very complicated, which will help with the costs and price of laying out the offices and trying to make them as organized as possible. The structure works because we don't want different little jogs in the buildings which can become very pricey. We're trying to make a prefabricated structure so that we really can invest in some finishes, have a good structure, a good base, and give you a good quality product.

Scott Nice-Wilson and Associates, Engineers, and Architects: I've done a preliminary analysis. I'm still in the process of doing a detailed cost estimate. For a single-story office building in this region, with these types of materials, the average cost is somewhere around \$300-\$350 a square foot. That's based on some projects that we've just completed in the Albuquerque area. Right now, with the square footage that we're showing, the building is going to be around \$9.7 million. I don't believe that includes site costs. This does not include furnishings. This is 32,000 square feet, which does not include the parking lot.

Kevin McCall-County Vice Chair: We have \$10 million borrowed.

Tracy Sedillo-Interim County Manager: We also have a few Legislative Appropriations and some additional funds that we had set aside from investment, pushing at 2 million.

Ryan Schwebach-County Chairman: You came up with square footage. Do you generally add 20%, how did you come up with that for each department?

Scott Nice-Wilson and Associates, Engineers, and Architects: We met with Janice, Tracy, and each of the department heads. We simply asked them, What are the spaces that you need? We quickly came up with a list of offices, the internal open space for people who aren't in an office, and storage. That's how we derived from conversations over three meetings and what was needed to facilitate the departments so they could function well.

Amelia Clore-Wilson and Associates, Engineers, and Architects: We added for accessibility and circulation reasons. We originally had larger offices for Department Heads, as opposed to other workers. We were told that we don't want to do that. We should keep everybody on par. We came up with square footage, per office at about 121 square feet per office. Some are a little larger than that, because of the corners, and the doors. A lot of times you can make them larger.

Samuel Schropp-County Commissioner: We started discussing the fringes of economic expansion in the County on a 50-year building. We're building for the future. 140 people in the conference room may be overkill. I know it's the sticker shock, but we should seriously consider this and see what kind of money we could chase to make up the difference, for the reasons I outlined, employee retention and where the County's going to be going in the next 50 years.

Ryan Schwebach-County Chairman: I'm not arguing. I want options. We're confident that we have the space available.

Kevin McCall-County Vice Chair: I'll need to spend some time studying this.

Samuel Schropp-County Commissioner: I would too. One thing sitting up here in the front of this room, week after week, and a reality in the country at this time is a few more outside exits for an active shooter scenario.

Amelia Clore-Wilson and Associates, Engineers, and Architects: We have all the exits that are required by code, but we can add extra.

Kevin McCall-County Vice Chair: I was the Commissioner who was set in on the workshop with the Department Heads two years ago. The one thing that came out of that workshop is we can build metal buildings, on-site. Each department has a storage unit. It's climate control and fire, but, it's outside of this building. Since you said we've got plenty of sites, I think we can build storage much cheaper than we can inside of here.

Linda Jaramillo-County Clerk: Most of that storage that you're looking at in the Clerk's Office was expanded because we have our voting machines and all the storage we need for elections. My thinking and Sylvia's is that all our machines and all the materials that we need for elections would be adjacent to our offices. During early voting this year, we're going to have about 2000 people voting. There are a lot of people who came through our area during election time. They had us come through the dock to move machines. I asked if we could have an opening outside of our area so that we could move our machines in and out quickly. Most of this storage is for the purpose of having our voting machines and all election materials available for certifying and all other election procedures. The square footage of the warehouse where we house our election machines and materials is 12,000 square feet. We have the warehouse, but we would be coming back and forth. Tracy suggested that it would be better to keep everything adjacent to our offices for election purposes. If you give us that, then you'd have the warehouse to be utilized for something else.

As for the extra expansion in our vault it is to allow for growth. The Clerk's Office is the keeper of all the County records. These are permanent records. We are running out of room in our vault. More plat cabinets will be needed. Permanent records cannot be destroyed.

Tracy Sedillo-Interim County Manager: My only concern about some of the records being in outside storage. We've had records ruined, leaks, and flooding. However, a lot of the record storage within the building is records that the public needs to have access to at any given time. They can't be set aside in a segregated storage area because we have to have them readily available for public inspection.

Kevin McCall-County Vice Chair: I'm thinking of a pretty nice building, insulated, climate controlled, just at a very different cost than CMU blocking and in this facility.

Tracy Sedillo-Interim County Manager: My concern is that if the public needs to view it, are we going to escort them to a storage shed in the back of the building?

Linda Jaramillo-County Clerk: We have up to eight people inspecting our records in our vault, due to the wind towers. We have a lot of other people in our vault, searching our records, and we are getting crowded. We're ready for another plat cabinet. It's not convenient for our searchers.

Tracy Sedillo-Interim County Manager: The Clerk's record is permanent; the Treasurer's records are a 10-year retention. We are very vigilant with record destruction. We only keep records that we need on hand, but 10 years of banking records, and 10 years of tax roll documentation, do take up some space.

Kevin McCall-County Vice Chair: I'm going to ask you to speculate a little bit, by the time we do a lot of development, design, and furnishings, it's pretty safe to say we're at another four to five million.

Scott Nice-Wilson and Associates, Engineers, and Architects: Correct. I don't know about furnishings, in terms of what's being relocated, if anything.

Tracy Sedillo-Interim County Manager: Most of the furniture in this building is fairly new, and the intent is to repurpose it in the new building. Most of the offices have new furniture.

Samuel Schropp-County Commissioner: This would be a comparable price tag, to what we're hoping for with the fairgrounds, \$14 million total fairground improvement is what our ICIP is.

Linda Jaramillo-County Clerk: I'm speaking for all the employees of this building. I've been working here for 25 years, with extension cords, coolers with vans out the windows. When you walk into this building, it's dark and dingy. Every time I walk in here, I think the employees deserve a lot better than that, and I know you will work with them and with us to ensure that your employees, our employees, are in a great environment, just like the Road Department. When I walked in there, I thought that this was so nice for The Road Department.

Ryan Schwebach-County Chairman: I want to put this in perspective, because one, this money is coming from a different location than what the fairgrounds is coming. This is coming from a loan the taxpayers are going to bear. Step number

two, I'm not opposed to the square footage or the nice buildings and storage. These are all good concerns, but I would not be doing my due diligence to go down every road to make sure that tax dollar is spent as efficiently as possible.

Linda Jaramillo-County Clerk: I understand that, but the people who work here in the County are the ones that produce the money for the County.

Ryan Schwebach-County Chairman: They do not produce the money for the county. I'm sorry.

Linda Jaramillo-County Clerk: They work diligently.

Ryan Schwebach-County Chairman: They do, and I respect that. I'm not opposed to any of this. I'm realistic. The fact of the matter is, we had a ten million budget, realistically, we're looking at 16 million. The question is, how do we fill that gap on the 6 million? Where's that at?

Samuel Schropp-County Commissioner: This is not something we're going to decide on today. It's a lot of money.

Ryan Schwebach-County Chairman: When you get down to the details. I like the floor plan, the flow of traffic, and how it's presented. I question on the amount of windows for being too hot. I agree with the lighting. Those are small details that are not going to affect the big price.

Amelia Clore-Wilson and Associates, Engineers, and Architects: These are things that during the design development process can be cut out and make changes like finishing out the storages. Those don't need high ceilings, nice lighting, etc. A functional space and not add on the extra. You can put that money elsewhere. We'll think those kinds of things through, and however you want us to approach it, we want to cut down some windows and things like that.

Ryan Schwebach-County Chairman: We don't need to heat the Commission chambers. It doesn't need to be heated all the time, but it needs to have the ability to heat quickly or cool quickly. That is a better place to spend money on those efficiencies with the ability to cut your operating costs down of the building. That's important to me and the floor space. Having the confidence that we're putting in adequate space based on what we have with concepts of expansion because we're constantly running into that here. We have the limits. This is more for the department heads and everyday operations. What do you need as a department

head? You need a place where you can communicate with all of your employees, yes, all of your staff, but then they have a quiet, honest workplace to be in. This 120 square foot serves that purpose. For staff meetings, and Director head meetings, we have this public space to fill the needs.

Samuel Schropp-County Commissioner: On the Commission Chambers, where the Commissioners sit. Can we reduce the size of that?

Ryan Schwebach-County Chairman: I think we could.

Samuel Schropp-County Commissioner: We're not going to need 144 seating chambers, and we can reduce the size of the bump out reduce the size of the square footage to 300 or 350 square foot.

Amelia Clore-Wilson and Associates, Engineers, and Architects: That's an easy way to make the square footage smaller, is to bring that wall in, and then we do have some generous aisle widths as well. We can look into those. If we could come up with a number that seems reasonable of how many chairs we would need, we can go off of the minimum.

Ryan Schwebach-County Chairman: We have microphones to where you can broadcast a meeting that can accommodate a lot more. If we foresee a huge turnout, for whatever reason, we simply move it to a different location to accommodate that, because now you're looking at a special meeting type of thing. In today's world, that's where Zoom comes in.

Kevin McCall-County Vice Chair: What needs to be in a vault, I'm concerned about your price per square foot.

Tracy Sedillo-Interim County Manager: There's not a vault in this building. They don't build vaults anymore.

Ryan Schwebach-County Chairman: What is a vault, is it a fireproof room?

Scott Nice-Wilson and Associates, Engineers, and Architects: In this building, it's a secure room, usually a poured concrete room, like a bank vault. It's super secure with reinforced steel walls and doors. The fire rating is around four hours. We're not building this on the new facility. Some of the storage has masonry exterior walls, but other than that, it'd be a frame. It's storage space.

Kevin McCall-County Vice Chair: What are the needs for fire?

Linda Jaramillo-County Clerk: I've been to Santa Fe, and they have their books out in the open. They don't have them in a vault. They have them secure in an open space. I think this building was built in the 1960s, maybe they determined that a vault was needed. With the combination of your voter registrations, all the search books, plats and probate records maybe they felt they needed to be in a vault. That's not necessary, but it does need to be climate control.

Samuel Schropp-County Commissioner: We can build up a fire rating with a wallboard.

Scott Nice-Wilson and Associates, Engineers, and Architects: You could do two things realistically without impacting the cost, the building is sprinkled. These spaces will be sprinkled. The door could be rated. The walls and ceiling could be rated for two hours.

Ryan Schwebach-County Chairman: The shared conference room for Treasurers and Assessors. Do they currently have a conference room?

Tracy Sedillo-Interim County Manager: It's the treasurer's vault, and each one of them has a vault. Instead of having two separate meeting areas they will be more for staff meetings and training and shared.

Ryan Schwebach-County Chairman: Having one central training/conference room does not work.

Tracy Sedillo-Interim County Manager: That area was set up for staff training, safety training we have with OSHA. The type of areas where we could have centralized training, maybe smaller meetings. The Commission Chambers would probably be used for the larger meetings. The Emergency Management has wildfire meetings, where there are hundreds of people here at one location, so it would have to be in the larger room, but we were trying to keep the smaller room set up. That's the question, are you okay if, the whole Treasure Office closes and walks to a conference room for a staff meeting? Those are what we were trying to avoid.

Linda Gallegos-Chief Deputy Assessor: The Assessor's vault is a storage and employee eating area. It's not our conference room. It's not suitable for having a conference with the public.

Tracy Sedillo-Interim County Manager: We're hoping to eliminate those areas where employees are eating in the office with the employee break area to be a nice place where they could take a break from their office, walk out, and have a true lunch break instead of constant interruption. What was called vaults are now record storage.

Scott Nice-Wilson and Associates, Engineers, and Architects: We will go ahead and make the cuts to the plan, the square footage reductions. If we're good with that site plan angle, we'll move forward with that and then work with our estimate to get you a broken-out price, showing the line items and totals. Are you shooting for any particular number?

Ryan Schwebach-County Chairman: We borrowed 10 million. Realistically, that number was there for various reasons. When we said that, we said it probably wouldn't cover a complete build, but at that point, that's what works within our budget to pay off down the road. That's what works with decent-priced financing. The extra money was maybe 2 million over. I'm not saying we're tied to that, but I'm saying if we get beyond that, we're going to have to start looking hard. At that time, we were also going off data from what was 27,000 square feet. That's what came up from a study 10 years ago when previous Commissions were looking at this.

Amelia Clore-Wilson and Associates, Engineers, and Architects: Something to note too is, unfortunately, the prices always vary. This year might be worse than 2025 but this year, it may be worse than it was in 2022, or 2020 so it's always varying.

Kevin McCall-County Vice Chair: We want a nice place. I may regret saying this. There's nothing that irks me more than going to Central New Mexico Electric Co-Op into their building, and there are couches and TVs, knowing that I as a ratepayer, I pay for that, and that irked me when I saw that building over the top. I do not want this for County Administration building. I want it to be nice. I want it to be functional, but I do not want it over the top with TVs and leather couches.

Ryan Schwebach-County Chairman: I have to agree with that. The other thing that everybody needs to be aware of is that when you start looking at especially smaller county's. More counties have gone into major financial problems by building a new building, and we're acutely aware of that.

Samuel Schropp-County Commissioner: The function is the number one priority. As to the architectural design, we don't want a dated design. We want it to look good for 40 years. Timeless exterior design. It's a reality that we're changing the way we use energy. This building is going to have operating costs over its life. We should build with good insulating, with windows and orientation to the sun, to use the New Mexico sun when we can.

Ryan Schwebach-County Chairman: Based on this design, that would be the most compelling reason to orientate it opening doors to the north, and then just the old snow removal. That's down the road. Then the last thing is the possibility of phases. I don't see it here. It depends on how much we incorporate into two additional buildings. You have direction.

Scott Nice-Wilson and Associates, Engineers, and Architects Yes, we do. Thank you.

B. FIRE: Request approval to utilize Tablet Command services for the Fire Department. Services include mobile software that increases awareness, incident response, and incident management and improves firefighter accountability. The agreement is yearly for the amount of \$2,995.00 for three end users. (Deferred from 08/28/2024 meeting.)

Deferred

C.GRANTS: Discussion and possible approval to be the fiscal agent for Estancia Moriarty Willard Torrance (EMWT) Water Association and the following funds. (Deferred from 08/28/2024 meeting)

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

Samuel Schropp-County Commissioner: For everybody on Zoom and everybody here, all of the information is in the packet and available on the website.

It will address any concerns that anybody has about the amount of work that the staff will be taking on. I talked to Ms. Lujan earlier, and that will be minimal. All of the paperwork in these next three items complies with the law and states the law in the agreement. I had concerns about this at the last meeting, and those concerns have been addressed. Anybody that has any concerns can look this up for themselves and see that this is well written and well thought out.

Ryan Schwebach-County Chairman: At the last meeting, the question was brought to my attention on items one, two, and three, whether or not EMWT could act as their fiscal agent, and they could. The reason why they were coming to the county is that they do not have staff to administrate this. I wanted to be very clear about the reason. As I stated before, I think it's in our purview to say that this is not a long-term goal. If it turns into that, then that would be the failure of EMWT, in which case the County can pull out. That is the intent.

1. Mid-Region Council of Governments - GRO Fund Appropriation to purchase water systems and rights.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve Mid-Region Council of Governments - GRO Fund Appropriation to purchase water systems and rights.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

2. New Mexico Environment Department - Legislative Appropriation to purchase water systems and rights.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve New Mexico Environment Department - Legislative Appropriation to purchase water systems and rights.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

3. New Mexico Finance Authority - Water Trust Board Funding for Phase I design professional services for the McIntosh Water System Project.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve New Mexico Finance Authority - Water Trust Board Funding for Phase I design professional services for the McIntosh Water System Project.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

D. GRANTS: Discussion and possible approval to RFP for an EMWT Project Manager. (Deferred from 08/28/2024 meeting)

Ryan Schwebach-County Chairman This was a concept I had a long time ago, and the theory was, with the County agreeing to enter into purchasing water rights and essentially EMWT using those. They don't have a full-time Manager. In that process, before they become brick and mortar, I felt that as a Commission, we needed to look at making sure we had the proper management within that to get them started. Not to run it, but for that phase, until they are there, and they can stand on their own. Depend on when we start the scope of work, and how we frame out the scope of work on what we're asking that this position to do. I don't see it being more than a year.

Samuel Schropp-County Commissioner: One of the things that Mr. Ortiz and I discussed was making this a quicker process than putting out an RFP in that EMWT could retain a Project Manager on a 1099 contract basis, and then as fiscal agent. We can disperse money to that contract, as well as the other contracts which we approved before. That might speed up the process of getting a Project Manager on board and up to speed before December 31 when the Water Trust Board money has to be under contract.

Kevin McCall-County Vice Chair: Because of procurement reasons I don't think we can do that.

Ryan Schwebach-County Chairman: Misty, can comment up here and help us, walk us through this. Do you understand what we're looking at?

Misty Witt-County Finance Director: Yes. I do think it would be best for the County to facilitate that RFP and to have that Contractor. One, we can make sure that we are following procurement. Two, I believe that gives you all as the Commission a little bit more power to direct that Contractor if the project is getting off track. I feel that may be important. As the fiscal agent, I think the County should have some say in how they're performing.

Samuel Schropp-County Commissioner: To put that in another way, in doing it this way, the County would have oversight of how the money is coming out of our fiscal agency and going to Contractors. It's a safeguard for the County.

Tracy Sedillo-Interim County Manager: This particular Project Manager, though, would be funded by the County. There is no Legislative Appropriation to fund this position. This would be funded by the County. I believe there was a threshold. The reason why we decided it had to go out to RFP is that it's not particularly a professional service that falls under the \$60,000 cap. It would require an RFP, or we would be limited to \$10,000.

Misty Witt-County Finance Director: That is correct. The consultant position for this probably wouldn't qualify for professional service anyway. So either way, we would have to go out for an RFP.

Ryan Schwebach-County Chairman: What I envisioned, was the scope of work that we go out to a contractor that is capable on an hourly rate, like an attorney, and it's up to \$60,000. Then the key is in the scope of work. Working with EMWT, and if at one point this individual says it's working well. EMWT then takes it over and then we step back. I also think if we start getting into two, three-year contracts, that's not the design. I'm adamant that it is a small boost that will get them going and they sink or swim.

Bobbie Ortiz – EMWT: I agree 100%, This is a short-term endeavor for the County to help us get up and running and stay in compliance with the state. It allows the County to keep an eye on making sure we are complying, especially administering the grants. I'm foreseeing a one-time deal for about a year or so. I think by then we can be up and running and have our employees after that.

Kevin McCall-County Vice Chair: Explain to me why a professional agreement doesn't apply to this.

Misty Witt-County Finance Director: For professional services, it's very specific. It has to be specific licensure. This particular consultant doesn't have those licenses that fall under that category.

Bobbie Ortiz – EMWT: If they have to have a Water One or Water Two qualification through the state, would that be considered a professional category?

Misty Witt-County Finance Director: We looked into that with the State Procurement and that was not listed as one of the qualifying licensures.

Samuel Schropp-County Commissioner: I'm getting emails from the New Mexico University Project Manager Department. Would a degree in Project Management Qualify?

Misty Witt-County Finance Director: We can look at that. I do know that specifics like Architects and Engineering and those types of degrees do qualify.

Samuel Schropp-County Commissioner: Let's call the Dean of that school and see if he's got some people and send them our way.

Ryan Schwebach-County Chairman: How long does an RFP take?

Misty Witt-County Finance Director: Probably two to three months to give them adequate time to respond.

Bobbie Ortiz – EMWT: I'd like to say that the Water Trust Board Money should be under contract once the County starts administering that money and we kick off phase one. I know the County's busy; I'm not trying to push them in any way, but I think it can be done quicker than that. That Water Trust Board Money will be allocated by December 1, with you all administering it will surely help drive that.

Ryan Schwebach-County Chairman: I am thinking RFP because of the quality individual and the length of time it requires for an RFP. In the meantime, to satisfy some of the other timelines, EMWT is qualified to get started with County staff as a fiscal agent, in which case we enter that into the scope of work on what we're looking for. Some of these decisions being made are going to be commissioned decisions, like potential water rights acquisitions. I'm comfortable with that. EMWT does have enough help to make sure we don't miss those deadlines. They've been doing it for 17 years. Bobby. Do you agree with that?

Bobbie Ortiz – EMWT: Yes, sir, I agree with that.

Amanda Lujan - Grants Administrator: Article four says the borrow grantee shall pay the fiscal administrator as compensation for services rendered upon satisfactory completion of the services, etcetera. We put none, we put \$0 that would be paid to us for being the administrator. That can be changed, but as of right now, we don't get compensated. We're not charging them any overhead for our services.

Ryan Schwebach-County Chairman: Are you good with that?

Kevin McCall-County Vice Chair: I am on a short-term basis.

Samuel Schropp-County Commissioner: Yes.

Ryan Schwebach-County Chairman: I agree with the short-term basis. If these funds aren't spent in two years, they revert.

Amanda Lujan - Grants Administrator: The scope of work provided is a very simple outline of the types of things we would expect them to accomplish. That's something that we can work on.

Bobbie Ortiz – EMWT: I put that together, and with the help of my board, we're amenable to tweaking that in any way that you all deem necessary. It's basic and straightforward. It helps sustain compliance with the state in many regards, as well as set rates. It's exactly what we need as far as the scope of work from the Project Manager.

Ryan Schwebach-County Chairman: State compliance is number one. Strategic planning, define the visions for the future and create a plan to achieve goals. Work with members, joint Powers agreements, and other stakeholders. Item three, the scope of operations determines activities needed to provide services to customers. This is all the structural type of it, what it means is the finance system develops structures to support the needs of EMWT and meet all required fiscal requirements. It will help with PRC potentially, and then grant administration. The concept in this is to alleviate any concept of any wrongdoing, of any misguidance, to make sure everything is on the up and up. One of the things that keeps coming up, and I agree with this, is the exporting water outside of this valley. It's honestly a very real concept, you put a pipeline in, then suddenly that's a straight line to ship it wherever you want. When I look at private industry, if you're buying the water

rights, you get the easements, you have the money, and you can ship it wherever you want to. With this organization and the right structure, combined with the Ordinance set up within their bylaws, along with the County Ordinance tied to anything funding with it, it will never be 100% eliminated. It can give more ability to discourage it and eliminate it. I've looked into it because you have to go back to the bottom line, water is administered by the State Engineer, and that's the catch-22.

Samuel Schropp-County Commissioner: Last week, Mr. Ortiz and I met, and we addressed some of the things you just brought up, which will have to go through the EMWT Board. Everybody that has a stake in this, like people in McIntosh, need to get involved and pay attention, learn the process, and help us along. Mayor Dial had asked for a change to the corporate charter that would give them some comfort on water being exported and some other different things, but those are EMWT issues people are going to have to get involved in EMWT to resolve these issues and quit wasting the mental energy on rumors and misinformation.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve an RFP for this scope of work and be presented at an hourly rate not to exceed \$60,000 annually.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

E. GRANTS: Request approval of Intergovernmental Agreement between Torrance County and the Mid Region Council of Governments for Government Results and Opportunity Funding (GRO funds) for Appropriation Project #1 – 24-ID075 \$200,000 for programmatic costs and resources for Torrance County Road Department and Appropriation Project #2 – 24-ID076 \$160,000 for programmatic costs and resources for Torrance County Sheriff's Office.

Amanda Lujan - Grants Administrator: This is the GRO Fund, which used to be called Junior Appreciations. We're asking for approval of the agreement so we can send it in and start getting the money spent.

Action Taken:

Kevin McCall-County Vice Chair: Motion to approve Intergovernmental Agreement between Torrance County and the Mid Region Council of Governments for Government Results and Opportunity Funding (GRO funds) for Appropriation Project #1 – 24-ID075 \$200,000 for programmatic costs and resources for Torrance County Road Department and Appropriation Project #2 – 24-ID076 \$160,000 for programmatic costs and resources for Torrance County Sheriff's Office.

Ryan Schwebach-County Chairman: Seconds the motion.

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

MOTION CARRIED

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

Amanda Lujan - Grants Administrator: This is the funding that has been earmarked for EMWT that is coming through the County from the State Legislatures.

Action Taken:

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

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

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

Misty Witt-County Finance Director: This was a prior year's purchase. Dispatch thought it was going to be covered under the Orkin service contract. It was not. There was no purchase order. I'd like approval to pay them.

Action Taken:

Ryan Schwebach-County Chairman: Motion the approval to pay Orkin invoice 268406594 for \$26.63. No purchase order is in place before service.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

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

Misty Witt-County Finance Director: This is two months' worth of services in the prior fiscal year, there was a purchase order in place. However, these particular invoices were going to the previous dispatch director's email address, so they were not received before closing out the year.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve to pay Document Solutions invoice 319604 for \$69.97 and invoice 323158 for \$69.97 for prior fiscal year services.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

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

Misty Witt-County Finance Director: This is the same MOU that came before your last Commission meeting to provide dispatch services. The Moriarty City Council did request two small changes to the MOU including a liability section and a tort section. Michael Garcia, County Attorney reviewed both and signed off on both of those, but those are the only changes to the MOU.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve changes to MOU as requested by the City of Moriarty for Moriarty Police Department officers providing dispatch services at Torrance County Dispatch.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

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

Misty Witt-County Finance Director: This revision is based on suggestions from Rob Burpo. The current reserve ordinance is very confusing and hard to ensure that we comply with. We've worked with Mr. Burpo to get this cleaned up. We would like your permission to schedule a public hearing to consider a date to be determined based on Rob's availability. We would like to shoot for the second September Commission meeting for this public hearing.

Action Taken:

Ryan Schwebach-County Chairman: Motion to approve to schedule and advertise a public hearing to amend Torrance County Ordinance 2020-05 Torrance County Financial Reserve Ordinance for the second Commission meeting in September.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

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

Deferred

13. DISCUSSION

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

*Heard after Public Comments

B. MANAGER'S REPORT:

Tracy Sedillo-Interim County Manager: None

C.COMMISSIONERS' REPORTS

1) **Kevin McCall – County Vice Chairman, District 1**

Kevin McCall- County Vice Chair: None

2) **Ryan Schwebach - County Chairman, District 2**

Ryan Schwebach-County Chairman: I want to publicly thank, Commissioner Schropp, for doing what you did, for looking into the EMWT. I appreciate that.

3)**Samuel Schropp – County Commissioner, District 3**

Samuel Schropp-County Commissioner: We're all working here to try and make the lives better for the people here in the county. I appreciate the complete packet this time with all the information I needed to make this decision.

I made my report during the discussion over cannabis growth, and I will continue to work with the different state agencies and put together something to keep this manageable until the Legislature can act. One other serious thing is that people who have ideas about faults in the Cannabis Regulation Act can send their suggestions to Representative Lord and Senator Stefanics as they hear them from your constituents. It's the only way we're going to get this straightened out.

14. EXECUTIVE SESSION:

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

Action Taken:

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

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

1:00 PM

Action Taken:

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

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

1:32 PM

15. DISCUSSION AND ACTION ON CLOSED SESSION ITEMS ABOVE

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

Ryan Schwebach – County Chairman: We discussed only personnel matters that were closed and presented to NMSA 1978 Section 10-15-1(H)(2), filling the County Manager's position. The Commission Board will direct Michael Garcia, County Attorney, to move forward as directed.

- 16. Announcement of the next Board of County Commissioners Meeting:**
September 25, 2024, at 9:00 AM

- 17. Signing of Official Documents.**

18. Adjourn.

Action Taken:

Ryan Schwebach – County Chairman: Motion to adjourn.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

The meeting adjourned at 01:33 PM.

Ryan Schwebach - Chairman

Genell Morris – Admin Assistant

Date

Linda Jaramillo – County Clerk

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



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 8 C

DRAFT COPY
Torrance County Board of Commissioners
Special Commission Meeting
September 19, 2024
3:30 AM

Commissioners Present:

RYAN SCHWEBACH – ABSENT
KEVIN MCCALL – ACTING COUNTY CHAIRMAN VIA ZOOM
SAMUEL SCHROPP – COUNTY COMMISSIONER

Others Present:

TRACY SEDILLO – INTERIM COUNTY MANAGER
LINDA JARAMILLO – COUNTY CLERK
KEVIN PHAM– ADMINISTRATIVE ASSISTANT
DONALD GOEN – COUNTY P & Z DIRECTOR

1. Call Meeting to order.

Kevin McCall – Acting County Chairman: Calls the September 19, 2024, Regular Commission Meeting to order at 9:04 AM.

2. Pledge led by: Kevin McCall – Acting County Chairman

Invocation lead by: Samuel Schropp– County Commissioner

2. ASSESSOR: Request approval of Resolution 2024-34 approving the Corrected Mill Rates for 2024 and signing the order to submit to the State of New Mexico Department of Finance.

Linda Gallegos-Chief County Deputy Assessor: It was brought to her attention by Dr. Martins, Director of the Public Education Department that the Assessor had overlooked a mill rate should have applied to School District 16, in and out on the non-residential side. House Bill 33 was voted on for the Vaughn School District. She just found out that this was a bond for tax years 2019 through 2024. The rate should be 0.65 mills. She did not present this at the last meeting. The Department of Finance Administration corrected that and added those mill rates back so the 0.65 mill school mill rate for 16 in and 16 out. The corrected rate is 6.679 which

includes the 0.65 mill which was overlooked. She apologizes for overlooking this on her worksheet and others as well.

Samuel Schropp-County Commissioner: I went to the Assessors office, and this was reviewed with him, and it all reflects what Chief Deputy Assessor presented today.

Kevin McCall – Acting County Chairman: Makes a motion to approve Resolution 2024-34

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: – Kevin McCall Acting County Chairman: - Yes: **MOTION CARRIED**

16. **Announcement of the next Board of County Commissioners Meeting:**
September 25, 2024, at 9:00 AM

18. **Adjourn.**

Kevin McCall – Acting County Chairman: Motion to adjourn.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Kevin McCall – Acting County Chairman: - Yes: **MOTION CARRIED**

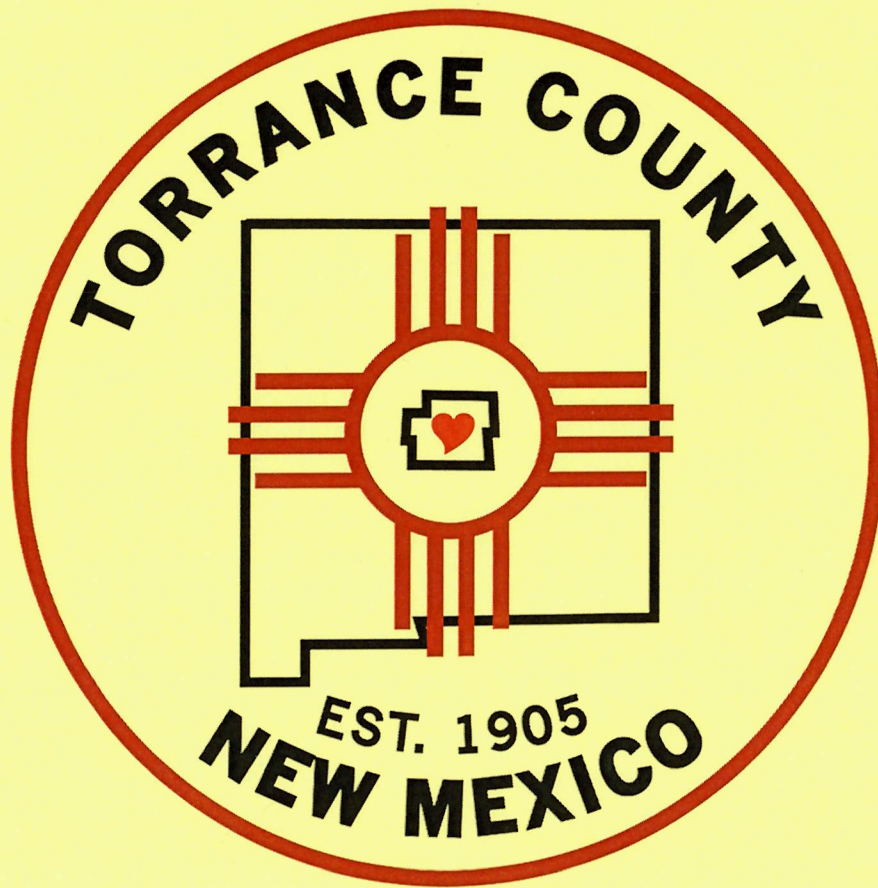
The meeting adjourned at 3:32 PM.

Kevin McCall – Acting County Chairman

Linda Jaramillo – County Clerk

Date

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



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 9 A



ACCOUNTS PAYABLE CHECK REPORT APPROVAL

Torrance County Commission Approval:

We the undersigned members of the Torrance County Board of County Commissioners met in regular session on **September 25, 2024**, and approved the attached check report as presented against the funds of Torrance County in the amount of **\$2,311,794.09**

Kevin McCall, District 1

Ryan Schwebach, District 2

Samuel D. Schropp, District 3

Attest:

Linda Jaramillo, County Clerk

Torrance County Treasurer Approval:

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

Kathryn Hernandez, County Treasurer

Check Report Summary:

Check Report Dates:	09/06/2024 to 09/19/2024	Total Payments: 154
Total Checks:	134	Checks: 130157 to 130291
Voided Checks:	5	Checks: 130029, 130070, 130214, 130220, 130285
Bank Drafts:	11	DFT0000964, DFT0000965, DFT0000966, DFT0000967, DFT0000969, DFT0000970, DFT0000971, DFT0000972, DFT0000973, DFT0000974, DFT0000975, (NOT USED DFT0000960, DFT0000961, DFT0000962, DFT0000963 DFT0000968)
Electronic Fund Transfers:	4	EFT: 251 TO 254
Total of Payments Issued:	\$2,311,794.09	



Torrance County, NM

Check Report

By Check Number

Date Range: 09/06/2024 - 09/19/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
418	COLUMBUS BANK AND TRUST	09/11/2024	EFT	0.00	626.39	251
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003915	Invoice	09/12/2024	Flex Plan	0.00	626.39	
	401-000-9001		Payroll Liabilities		626.39	
4832	PRESBYTERIAN HEALTH PLAN	09/11/2024	EFT	0.00	43,289.95	252
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003927	Invoice	09/12/2024	Presbyterian Health Insurance	0.00	38,405.86	
	401-000-9001		Payroll Liabilities		38,405.86	
INV0003928	Invoice	09/12/2024	Presbyterian Health Insurance	0.00	4,884.09	
	401-000-9001		Payroll Liabilities		4,884.09	
5189	SUNRISE BANK	09/11/2024	EFT	0.00	1,773.46	253
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003930	Invoice	09/12/2024	Sunrise Loan	0.00	1,773.46	
	401-000-9001		Payroll Liabilities		1,773.46	
4832	PRESBYTERIAN HEALTH PLAN	09/18/2024	EFT	0.00	819.30	254
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003956	Invoice	09/12/2024	Presbyterian Health Insurance	0.00	819.30	
	401-000-9001		Payroll Liabilities		819.30	
177	NEW MEXICO COUNTIES	09/10/2024	Regular	0.00	-600.00	130029
2534	CHILD SUPPORT ENFORCEMENT DIVS	09/10/2024	Regular	0.00	-254.31	130070
5450	AMAZON BUSINESS	09/11/2024	Regular	0.00	281.24	130157
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1LNQ-XK9P-1XQN	Invoice	09/09/2024	Office Supplies for DWI Program	0.00	281.24	
	605-022-2219		SUPPLIES - GENERAL OFFI		7.59	
	605-022-2219		SUPPLIES - GENERAL OFFI		-3.00	
	605-022-2219		SUPPLIES - GENERAL OFFI		82.99	
	605-022-2219		SUPPLIES - GENERAL OFFI		8.29	
	605-022-2219		SUPPLIES - GENERAL OFFI		28.70	
	605-022-2219		SUPPLIES - GENERAL OFFI		12.54	
	605-022-2219		SUPPLIES - GENERAL OFFI		12.86	
	605-022-2219		SUPPLIES - GENERAL OFFI		35.14	
	605-022-2219		SUPPLIES - GENERAL OFFI		19.58	
	605-022-2219		SUPPLIES - GENERAL OFFI		14.72	
	605-022-2219		SUPPLIES - GENERAL OFFI		7.99	
	605-022-2219		SUPPLIES - GENERAL OFFI		6.89	
	605-022-2219		SUPPLIES - GENERAL OFFI		7.99	
	605-022-2219		SUPPLIES - GENERAL OFFI		23.98	
	605-022-2219		SUPPLIES - GENERAL OFFI		14.98	
4818	AMBITIONS TECHNOLOGY GROUP LLC	09/11/2024	Regular	0.00	602.96	130158

Check Report

Date Range: 09/06/2024 - 09/19/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12856	Invoice 401-096-2213	09/06/2024	AUG 2024 RECURRING NETWORK SERVIC CONTRACT - IT SERVICES	0.00	602.96 602.96	
3594	AUTOZONE INC. Payable Type Account Number	09/11/2024	Regular	0.00	38.78	130159
2248696300	Invoice 406-091-2201	09/05/2024	TCFD AutoZone Open PO 7/24-10/24 MAINTENANCE & REPAIR AutoZone Open PO District 2	0.00	38.78 38.78	
3043	AWARDS ETC. Payable Type Account Number	09/11/2024	Regular	0.00	102.00	130160
0266633	Invoice 401-010-2221 401-010-2221	09/06/2024	Memorial Plaques PRINTING/PUBLISHING/A Memorial Plaque - Commission PRINTING/PUBLISHING/A Memorial Plaque - Deputy Rom	0.00	102.00 51.00 51.00	
5408	BANK OF AMERICA Payable Type Account Number	09/11/2024	Regular	0.00	100.00	130161
15093	Invoice 401-082-2269	09/06/2024	Memberships to NACA SUBSCRIPTIONS & DUES Memberships to NACA	0.00	100.00 100.00	
VEN01381	BLUE 360 MEDIA, LLC Payable Type Account Number	09/11/2024	Regular	0.00	375.70	130162
IN2409238699	Invoice 401-050-2222	09/09/2024	New Mexico Criminal & Traffic Law Manu SUPPLIES - FIELD SUPPLIE New Mexico Criminal & Traffic L	0.00	375.70 375.70	
859	BOUND TREE MEDICAL, LLC Payable Type Account Number	09/11/2024	Regular	0.00	259.98	130163
85474862	Invoice 416-083-2230	09/10/2024	EMS Supplies/Equipment/Medications FY SUPPLIES - MEDICAL EMS Supplies/Equipment/Medi	0.00	259.98 259.98	
4979	BRANDON BOE DAVIS Payable Type Account Number	09/11/2024	Regular	0.00	1,700.00	130164
TCSO 25-00483	Invoice 401-050-2201 401-050-2201	09/09/2024	Installation/Removal of items to repair Un MAINTENANCE & REPAIR Installation/Removal of items to MAINTENANCE & REPAIR Installation/Removal of items to	0.00	1,700.00 850.00 850.00	
4979	BRANDON BOE DAVIS Payable Type Account Number	09/11/2024	Regular	0.00	4,950.00	130165
TCSO 25-00467	Invoice 401-050-2201	09/06/2024	Vehicle Maintenance MAINTENANCE & REPAIR Transmisson, Labor, Oil, Progra	0.00	4,950.00 4,950.00	
4429	CARROLL, SELENA Payable Type Account Number	09/11/2024	Regular	0.00	281.60	130166
911	Invoice 911-080-2205	09/10/2024	911 DIRECTORS AFFILIATE 2024 TRAVEL - EMPLOYEES 911 DIRECTORS AFFILIATE 2024	0.00	281.60 281.60	
2534	CHILD SUPPORT ENFORCEMENT DIVS Payable Type Account Number	09/11/2024	Regular	0.00	234.00	130167
INV0003935	Invoice 401-000-9001	09/12/2024	Child Support Payroll Liabilities Child Support	0.00	234.00 234.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3391	CINTAS CORPORATION NO. 2	09/11/2024	Regular	0.00	329.61	130168
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
5228513372	Invoice	09/11/2024	SAFETY SUPPLIES FOR ROAD CABINET	0.00	208.61	
	402-060-2248		SUPPLIES - SAFETY		208.61	
9286431614	Invoice	09/11/2024	Eyewash Station Service	0.00	121.00	
	401-050-2271		OTHER SERVICES		121.00	
3770	COOPERATIVE EDUCATIONAL SERVICES	09/11/2024	Regular	0.00	1,255,432.39	130169
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
24-150391	Invoice	09/10/2024	TPF Grant Ewing Road	0.00	1,255,432.39	
	629-060-2792		EWING ROAD PROJECT H		-65,372.00	
	629-060-2792		EWING ROAD PROJECT H		1,178,809.76	
	629-060-2792		EWING ROAD PROJECT H		65,372.00	
	629-060-2793		MATCH EWING ROAD PR		76,622.63	
5416	CRYSTAL SPRINGS	09/11/2024	Regular	0.00	27.50	130170
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
9298674	Invoice	09/05/2024	Crystal Springs	0.00	27.50	
	911-080-2219		SUPPLIES - GENERAL OFFI		27.50	
5416	CRYSTAL SPRINGS	09/11/2024	Regular	0.00	41.22	130171
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
09-09-2024	Invoice	09/09/2024	Monthly Water Delivery	0.00	41.22	
	401-020-2219		SUPPLIES - GENERAL OFFI		41.22	
5416	CRYSTAL SPRINGS	09/11/2024	Regular	0.00	22.00	130172
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
9297102	Invoice	09/05/2024	Crystal Springs	0.00	22.00	
	911-080-2219		SUPPLIES - GENERAL OFFI		22.00	
5561	CULLIGAN ABQ LLC	09/11/2024	Regular	0.00	16.60	130173
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
301517	Invoice	09/06/2024	Water Delivery	0.00	16.60	
	401-050-2271		OTHER SERVICES		13.80	
	401-050-2271		OTHER SERVICES		2.80	
VEN01353	DESERT GREENS EQUIPMENT, INC	09/11/2024	Regular	0.00	973.02	130174
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02-88712	Invoice	09/09/2024	Diagnostics on John Deere Tractor	0.00	973.02	
	402-060-2244		MAINTENANCE & REPAIR		906.05	
	402-060-2244		MAINTENANCE & REPAIR		66.97	
4705	DOUBLE H AUTO	09/11/2024	Regular	0.00	1,493.20	130175
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
085085	Invoice	09/09/2024	Repair and service on equipment and ma	0.00	176.05	
	402-060-2244		MAINTENANCE & REPAIR		176.05	
085224	Invoice	09/09/2024	Repair and service on equipment and ma	0.00	14.99	
	402-060-2244		MAINTENANCE & REPAIR		14.99	
085225	Invoice	09/09/2024	Repair and service on equipment and ma	0.00	175.98	
	402-060-2244		MAINTENANCE & REPAIR		175.98	
085607	Invoice	09/10/2024	Repair and service on equipment and ma	0.00	673.84	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	402-060-2244	MAINTENANCE & REPAIR	Repair and service on equipmen		673.84	
085612	Invoice	09/11/2024	Repair and service on equipment and ma	0.00	87.98	
	402-060-2244	MAINTENANCE & REPAIR	Repair and service on equipmen		87.98	
085634	Invoice	09/11/2024	Repair and service on equipment and ma	0.00	70.97	
	402-060-2244	MAINTENANCE & REPAIR	Repair and service on equipmen		70.97	
597083	Invoice	09/11/2024	Repair and service on equipment and ma	0.00	85.49	
	402-060-2244	MAINTENANCE & REPAIR	Repair and service on equipmen		85.49	
597111	Invoice	09/11/2024	Repair and service on equipment and ma	0.00	207.90	
	402-060-2244	MAINTENANCE & REPAIR	Repair and service on equipmen		207.90	
156	EASTVIEW	09/11/2024	Regular	0.00	29.97	130176
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7-23-24	Invoice	09/10/2024	Welding, wireing and plumbing supplies.	0.00	22.99	
	402-060-2250	SUPPLIES - SHOP	Welding, wiring and plumbing s		22.99	
8-8-24	Invoice	09/10/2024	Welding, wireing and plumbing supplies.	0.00	6.98	
	402-060-2250	SUPPLIES - SHOP	Welding, wiring and plumbing s		6.98	
51	ESTANCIA, TOWN OF	09/11/2024	Regular	0.00	663.02	130177
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024 279	Invoice	09/11/2024	Monthly water bill- Health dept bldg	0.00	107.60	
	401-024-2210	UTILITIES - WATER	August		107.60	
08.2024 284	Invoice	09/11/2024	Monthly water bill- Senior Center	0.00	131.76	
	401-036-2210	UTILITIES - WATER	August		131.76	
08.2024 600	Invoice	09/11/2024	Monthly Water Bill- Fair Grounds	0.00	51.86	
	401-053-2210	UTILITIES - WATER	600.01-August		51.86	
08.2024 654	Invoice	09/11/2024	Monthly Water bill- Judicial	0.00	278.61	
	401-016-2210	UTILITIES - WATER	August		278.61	
08.2024 727	Invoice	09/11/2024	Monthly Water Bill- Fair Grounds	0.00	93.19	
	401-053-2210	UTILITIES - WATER	727.01-August		93.19	
2555	EVSWA	09/11/2024	Regular	0.00	159.15	130178
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1161693	Invoice	09/10/2024	Animal disposal	0.00	159.15	
	401-082-2210	UTILITIES - WATER	Animal disposal		159.15	
2555	EVSWA	09/11/2024	Regular	0.00	14,215.59	130179
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4798	Invoice	09/06/2024	AUG 2024 TIPPING FEES	0.00	14,215.59	
	419-005-2292	EVSWA TIPPING FEES	AUG 2024 TIPPING FEES		14,215.59	
4627	FOREMOST PROMOTIONS	09/11/2024	Regular	0.00	490.84	130180
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
728784	Invoice	09/09/2024	JUNIOR BADGES	0.00	490.84	
	401-050-2257	OUTREACH MATERIALS	DISCOUNT		-25.00	
	401-050-2257	OUTREACH MATERIALS	Junior Sheriff Badges		477.50	
	401-050-2257	OUTREACH MATERIALS	Shipping Costs		38.34	
5019	GLOBE LIFE & ACCIDENT INSURANCE	09/11/2024	Regular	0.00	163.00	130181
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003916	Invoice	09/12/2024	Globe Life Insurance	0.00	163.00	
	401-000-9001	Payroll Liabilities	Globe Life Insurance		163.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
36	GUSTIN HARDWARE, INC.	09/11/2024	Regular	0.00	882.18	130182
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
8-30-24	Invoice	09/10/2024	Hardware Supplies	0.00	882.18	
	402-060-2250		SUPPLIES - SHOP		882.18	
4585	HAMM, LAUREL	09/11/2024	Regular	0.00	680.00	130183
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
LIVE BURNS 1 AN	Invoice	09/11/2024	TRAVEL TO SOCORRO NM LIVE BURNS IFS	0.00	680.00	
	406-091-2205		TRAVEL - EMPLOYEES		680.00	
2203	HOLLYFRONTIER REFINING &	09/11/2024	Regular	0.00	32,215.22	130184
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
204768284	Invoice	09/05/2024	Asphalt Emulsion	0.00	14,231.82	
	402-060-2253		MAINTENANCE & REPAIR		14,231.82	
204769032	Invoice	09/05/2024	Asphalt Emulsion	0.00	17,983.40	
	402-060-2253		MAINTENANCE & REPAIR		17,983.40	
14	JUNIOR'S TIRE & AUTO PARTS INC.	09/11/2024	Regular	0.00	205.75	130185
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
192041	Invoice	09/10/2024	Rescue 5 Tire Replacement	0.00	205.75	
	405-091-2201		MAINTENANCE & REPAIR		205.75	
2291	LOBO INTERNET SERVICES LTD	09/11/2024	Regular	0.00	137.50	130186
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
N10958-58	Invoice	09/11/2024	Lobo Internet	0.00	137.50	
	911-080-2207		TELECOMMUNICATIONS		137.50	
2291	LOBO INTERNET SERVICES LTD	09/11/2024	Regular	0.00	475.00	130187
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
N10926-59	Invoice	09/11/2024	Lobo Internet Services Fire Dept	0.00	475.00	
	405-091-2207		TELECOMMUNICATIONS		158.36	
	406-091-2207		TELECOMMUNICATIONS		158.32	
	408-091-2207		TELECOMMUNICATIONS		79.16	
	409-091-2207		TELECOMMUNICATIONS		79.16	
2291	LOBO INTERNET SERVICES LTD	09/11/2024	Regular	0.00	45.00	130188
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
N12084-56	Invoice	09/11/2024	Monthly internet service	0.00	45.00	
	401-096-2207		TELECOMMUNICATIONS		45.00	
2291	LOBO INTERNET SERVICES LTD	09/11/2024	Regular	0.00	125.00	130189
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
B15014-7	Invoice	09/11/2024	Internet Services.	0.00	125.00	
	402-060-2207		TELECOMMUNICATIONS/I		125.00	
800	MID-REGION COUNCIL OF GOVERNMENT	09/11/2024	Regular	0.00	6,406.00	130190
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
25-016	Invoice	09/06/2024	Dues for participation MRCOG for FY2025	0.00	6,406.00	
	401-005-2269		SUBSCRIPTIONS & DUES		6,406.00	
1546	MOTOROLA INC	09/11/2024	Regular	0.00	109,430.71	130191

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1188083253	Invoice	09/11/2024	Motorola SUA	0.00	109,430.71	
	911-080-2271		CONTRACTS OTHER SERVI		109,430.71	
VEN01102	NM Local Government Law, LLC	09/11/2024	Regular	0.00	18,689.97	130192
2075	Invoice	09/06/2024	JUL 2024 LEGAL SERVICES CONTRACT	0.00	8,225.24	
	401-056-2275		CONTRACT - ATTORNEY F		8,225.24	
2152	Invoice	09/06/2024	AUG 2024 LEGAL SERVICES CONTRACT	0.00	10,464.73	
	401-056-2275		CONTRACT - ATTORNEY F		10,464.73	
1096	NM RETIREE HEALTH-CARE AUTHORI	09/11/2024	Regular	0.00	5,930.05	130193
INV0003889	Invoice	08/27/2024	Retiree Health Care	0.00	1.92	
	401-000-9001		Payroll Liabilities		1.92	
INV0003929	Invoice	09/12/2024	Retiree Health Care	0.00	5,928.13	
	401-000-9001		Payroll Liabilities		5,928.13	
5603	PFEIFER VETERINARY SERVICES, LLC	09/11/2024	Regular	0.00	1,173.45	130194
2204924	Invoice	09/07/2024	Sterilizations through grant program	0.00	1,173.45	
	431-082-2272		CONTRACT - PROFESSION		1,173.45	
2015	PLATEAU WIRELESS	09/11/2024	Regular	0.00	4,619.86	130195
09.2024 1934	Invoice	09/11/2024	Internet & wireless & phone services	0.00	4,619.86	
	401-096-2207		TELECOMMUNICATIONS		4,619.86	
3859	PRUDENTIAL OVERALL SUPPLY	09/11/2024	Regular	0.00	294.07	130196
450734155	Invoice	09/10/2024	Uniforms for Road Crew	0.00	294.07	
	402-060-2236		SUPPLIES - UNIFORMS		294.07	
3462	SAMBA HOLDINGS, INC.	09/11/2024	Regular	0.00	264.65	130197
INV01601674	Invoice	09/05/2024	Samba Safety Open PO	0.00	264.65	
	413-091-2271		CONTRACT - OTHER SERV		264.65	
3978	STAPLES BUSINESS ADVANTAGE	09/11/2024	Regular	0.00	15.08	130198
6010584617	Invoice	09/05/2024	Staples Advantage	0.00	15.08	
	911-080-2219		SUPPLIES - GENERAL OFFI		15.08	
3978	STAPLES BUSINESS ADVANTAGE	09/11/2024	Regular	0.00	29.38	130199
6011372526	Invoice	09/10/2024	Supplies	0.00	29.38	
	413-091-2219		SUPPLIES - GENERAL OFFI		29.38	
3978	STAPLES BUSINESS ADVANTAGE	09/11/2024	Regular	0.00	749.95	130200

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6010526474	Invoice	09/05/2024	Staples Advantage	0.00	749.95	
	911-080-2228	SOFTWARE	Microsoft office home 2021		749.95	
4123	THE HARVARD DRUG GROUP	09/11/2024	Regular	0.00	47.70	130201
811866	Invoice	09/07/2024	Medical and cleaning supplies for depart	0.00	47.70	
	401-082-2115	SUPPLIES - PHARMACY	Xylazine for tranquilizing animal		47.70	
1335	TORRANCE COUNTY	09/11/2024	Regular	0.00	81.48	130202
INV0003931	Invoice	09/12/2024	Torrance County Property Tax	0.00	81.48	
	401-000-9001	Payroll Liabilities	Torrance County Property Tax		81.48	
5414	TX CHILD SUPPORT SDU	09/11/2024	Regular	0.00	254.31	130203
1091	Invoice	09/10/2024	REPLACEMENT CHECK FOR CHILD SUPPOR	0.00	254.31	
	401-000-9001	Payroll Liabilities	REPLACEMENT CHECK FOR CHIL		254.31	
4354	U.S. PRISONER TRANSPORT	09/11/2024	Regular	0.00	4,654.00	130204
237615	Invoice	09/09/2024	Transportation of an Inmate	0.00	4,654.00	
	401-050-2272	CONTRACT - PROFESSION	Transportation of an Inmate		4,654.00	
1	WAGNER EQUIPMENT CO.	09/11/2024	Regular	0.00	290.61	130205
Po1C0903127	Invoice	09/05/2024	Service Contract for Cat Equipment	0.00	290.61	
	402-060-2244	MAINTENANCE & REPAIR	Service Contract for Cat Equipm		290.61	
2858	WASTE MANAGEMENT OF NM INC.	09/11/2024	Regular	0.00	3,112.88	130206
0707604-0573-1	Invoice	09/11/2024	Monthly dumpster charges- dist 3	0.00	832.01	
	408-091-2210	UTILITIES - WATER	July		832.01	
0708246-0573-0	Invoice	09/11/2024	Monthly dumpster charges- dist5	0.00	725.10	
	405-091-2210	UTILITIES - WATER	July		725.10	
0749600-0573-9	Invoice	09/11/2024	Monthly dumpster charges- dist 3	0.00	831.29	
	408-091-2210	UTILITIES - WATER	August		831.29	
0750239-0573-2	Invoice	09/11/2024	Monthly dumpster charges- dist5	0.00	724.48	
	405-091-2210	UTILITIES - WATER	August		724.48	
3207	AIRGAS USA LLC	09/18/2024	Regular	0.00	213.98	130207
5510563652	Invoice	09/17/2024	Fire Dept Airgas Rental Open PO District 2	0.00	213.98	
	406-091-2230	SUPPLIES - MEDICAL	Fire Dept Arigas Rental Open PO		213.98	
3207	AIRGAS USA LLC	09/18/2024	Regular	0.00	213.98	130208
5509849738	Invoice	09/17/2024	Fire Dept Airgas Rental Open PO District 2	0.00	213.98	
	406-091-2230	SUPPLIES - MEDICAL	Fire Dept Arigas Rental Open PO		213.98	
5450	AMAZON BUSINESS	09/18/2024	Regular	0.00	399.99	130209

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1GWC-JD9H-F6D	Invoice	09/16/2024	Mobile Inkjet Printer/Scanner	0.00	399.99	
	401-050-2222	SUPPLIES - FIELD SUPPLIE	Mobile Inkjet Printer/Scanner		399.99	
5450	AMAZON BUSINESS	09/18/2024	Regular	0.00	656.83	130210
1JM4-XG3L-KDFG	Invoice	09/16/2024	Shop and office supplies	0.00	656.83	
	402-060-2201	MAINTENANCE & REPAIR	Elantrip leather wheel cover		89.01	
	402-060-2201	MAINTENANCE & REPAIR	hoter steering wheel cover		96.90	
	402-060-2219	SUPPLIES - GENERAL OFFI	office supplies -copy paper		39.94	
	402-060-2250	SUPPLIES - SHOP	air chuck		199.80	
	402-060-2250	SUPPLIES - SHOP	tire pressure gage		169.90	
	402-060-2250	SUPPLIES - SHOP	air chuck -big ring		33.80	
	402-060-2250	SUPPLIES - SHOP	Bore Dual Head		27.48	
5450	AMAZON BUSINESS	09/18/2024	Regular	0.00	28.68	130211
1TCV-R3JM-14T4	Invoice	09/17/2024	Office Supplies	0.00	28.68	
	911-080-2219	SUPPLIES - GENERAL OFFI	12X36 picture frame 2 pk		28.68	
5450	AMAZON BUSINESS	09/18/2024	Regular	0.00	342.08	130212
1GYD-3HTD-FVP4	Invoice	09/11/2024	ELECTION SUPPLIES	0.00	342.08	
	401-021-2219	SUPPLIES - GENERAL OFFI	DMI 76-PIECE FIRST-AID KIT		32.60	
	401-021-2219	SUPPLIES - GENERAL OFFI	THOUSANDGEAR GALAXY A-35		15.99	
	401-021-2219	SUPPLIES - GENERAL OFFI	ORIGINAL REPLACEMENT FOR D		29.88	
	401-021-2219	SUPPLIES - GENERAL OFFI	ONERATE USB BLUETOOTH ADA		8.97	
	401-021-2219	SUPPLIES - GENERAL OFFI	MIFFLIN-USA HORIZONTAL CAR		27.98	
	401-021-2219	SUPPLIES - GENERAL OFFI	VEVOR CROWD CONTRL STANC		199.99	
	401-021-2219	SUPPLIES - GENERAL OFFI	THOUSANDGEAR GALAXY A-35		15.99	
	401-021-2219	SUPPLIES - GENERAL OFFI	GORILLA MOUNTING PUTTY		10.68	
5348	AMBITIONS DOCUMENT SOLUTIONS	09/18/2024	Regular	0.00	180.70	130213
17267	Invoice	09/17/2024	Business Cards	0.00	180.70	
	401-050-2221	PRINTING/PUBLISHING/A	Business Cards		180.70	
5348	AMBITIONS DOCUMENT SOLUTIONS	09/19/2024	Regular	0.00	-139.94	130214
5348	AMBITIONS DOCUMENT SOLUTIONS	09/18/2024	Regular	0.00	139.94	130214
319604/323158	Invoice	09/17/2024	COMMISSION APPROVED PRIOR YEAR PAY	0.00	139.94	
	911-080-2221	PRINTING/PUBLISHING/A	COMMISSION APPROVED PRIOR		69.97	
	911-080-2221	PRINTING/PUBLISHING/A	COMMISSION APPROVED PRIOR		69.97	
778	AMERIGAS PROPANE LP	09/18/2024	Regular	0.00	133.83	130215
737286103	Invoice	09/17/2024	Amerigas Utility District 1 Open PO	0.00	133.83	
	407-091-2209	UTILITIES - NATURAL GAS	Amerigas Utility District 1 Open		133.83	
5052	BETH MITCHELL PHOTOGRAPHY	09/18/2024	Regular	0.00	974.79	130216

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
000057	Invoice	09/16/2024	Torrance County Fair Photos	0.00	974.79	
	412-053-2271	CONTRACT - OTHER SERV	Torrance County Fair Photos	974.79		
5538	BOHANNAN HUSTON, INC.	09/18/2024	Regular	0.00	3,447.22	130217
000130868	Invoice	09/13/2024	Water rights evaluation	0.00	3,447.22	
	836-045-2272	CONTRACT - PROFESSION	Water rights evaluation	3,447.22		
859	BOUND TREE MEDICAL, LLC	09/18/2024	Regular	0.00	370.34	130218
85484058	Invoice	09/17/2024	EMS Supplies/Equipment/Medications FY	0.00	370.34	
	416-083-2230	SUPPLIES - MEDICAL	EMS Supplies/Equipment/Medi	370.34		
106	CENTRAL NM ELECTRIC COOP.	09/18/2024	Regular	0.00	402.46	130219
08.2024.3300	Invoice	09/16/2024	Monthly electric bill District 5	0.00	402.46	
	405-091-2208	UTILITIES - ELECTRICITY	July 1701	290.53		
	405-091-2208	UTILITIES - ELECTRICITY	July 3300	28.45		
	405-091-2208	UTILITIES - ELECTRICITY	July 3200	83.48		
2534	CHILD SUPPORT ENFORCEMENT DIVS	09/19/2024	Regular	0.00	-254.31	130220
2534	CHILD SUPPORT ENFORCEMENT DIVS	09/18/2024	Regular	0.00	254.31	130220
INV0003936	Invoice	09/12/2024	Child Support	0.00	254.31	
	401-000-9001	Payroll Liabilities	Child Support	254.31		
5416	CRYSTAL SPRINGS	09/18/2024	Regular	0.00	22.00	130221
9303108	Invoice	09/12/2024	Crystal Springs	0.00	22.00	
	911-080-2219	SUPPLIES - GENERAL OFFI	September Crystal Springs Open	22.00		
5416	CRYSTAL SPRINGS	09/18/2024	Regular	0.00	22.00	130222
9301379	Invoice	09/12/2024	Crystal Springs	0.00	22.00	
	911-080-2219	SUPPLIES - GENERAL OFFI	September Crystal Springs Open	22.00		
4383	DE LAGE LANDEN FINANCIAL SERVICE	09/18/2024	Regular	0.00	308.38	130223
588044875	Invoice	09/12/2024	EQUIPMENT LEASE AGREEMENT	0.00	308.38	
	401-040-2284	EQUIPMENT LEASES	EQUIPMENT LEASE AGREEMENT	308.38		
4383	DE LAGE LANDEN FINANCIAL SERVICE	09/18/2024	Regular	0.00	341.66	130224
588232047	Invoice	09/16/2024	EQUIPMENT LEASE AGREEMENT	0.00	341.66	
	401-040-2284	EQUIPMENT LEASES	AUGUST LATE FEE + TAX	33.28		
	401-040-2284	EQUIPMENT LEASES	EQUIPMENT LEASE AGREEMENT	308.38		
4383	DE LAGE LANDEN FINANCIAL SERVICE	09/18/2024	Regular	0.00	1,887.19	130225

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
588177583	Invoice	09/16/2024	Copy Machine Lease - August	0.00	1,887.19	
	401-008-2284		LEASE EQUIPMENT		264.30	
	401-010-2284		EQUIPMENT LEASES		311.50	
	401-050-2284		EQUIPMENT LEASES		264.30	
	401-055-2284		EQUIPMENT LEASES		311.50	
	401-055-2284		EQUIPMENT LEASES		88.10	
	401-073-2271		CONTRACT - OTHER SERV		88.10	
	401-073-2271		CONTRACT - OTHER SERV		88.10	
	402-060-2284		LEASE EQUIPMENT		206.99	
	612-020-2284		CONTRACT - EQUIPMENT		264.30	
4383	DE LAGE LANDEN FINANCIAL SERVICE	09/18/2024	Regular	0.00	308.38	130226
588295771	Invoice	09/12/2024	Printer/Copier Monthly Lease Contract	0.00	308.38	
	401-030-2284		EQUIPMENT LEASES		308.38	
4383	DE LAGE LANDEN FINANCIAL SERVICE	09/18/2024	Regular	0.00	308.38	130227
588135747	Invoice	09/12/2024	Printer/Copier Monthly Lease Contract	0.00	308.38	
	401-030-2284		EQUIPMENT LEASES		308.38	
4824	DESERT SHADE TINT AND SHADES LLC	09/18/2024	Regular	0.00	1,662.24	130228
9-12-24	Invoice	09/12/2024	Tint for Road office Windows	0.00	1,662.24	
	402-060-2218		MAINTENANCE & REPAIR		1,662.24	
5308	DIRECTV, LLC.	09/18/2024	Regular	0.00	113.14	130229
069212456X2408	Invoice	09/12/2024	Direct TV for Fire dept	0.00	113.14	
	416-083-2271		CONTRACT - OTHER SERV		113.14	
VEN01351	DIVERSE OFFICE SUPPLY	09/18/2024	Regular	0.00	165.39	130230
103552-00	Invoice	09/16/2024	Office Supplies	0.00	165.39	
	401-030-2219		SUPPLIES - GENERAL OFFI		1.18	
	401-030-2219		SUPPLIES - GENERAL OFFI		26.28	
	401-030-2219		SUPPLIES - GENERAL OFFI		1.55	
	401-030-2219		SUPPLIES - GENERAL OFFI		7.76	
	401-030-2219		SUPPLIES - GENERAL OFFI		44.72	
	401-030-2219		SUPPLIES - GENERAL OFFI		6.05	
	401-030-2219		SUPPLIES - GENERAL OFFI		6.94	
	401-030-2219		SUPPLIES - GENERAL OFFI		22.07	
	401-030-2219		SUPPLIES - GENERAL OFFI		1.56	
	401-030-2219		SUPPLIES - GENERAL OFFI		26.72	
	401-030-2219		SUPPLIES - GENERAL OFFI		20.56	
4705	DOUBLE H AUTO	09/18/2024	Regular	0.00	72.90	130231
597516	Invoice	09/17/2024	Repair and service on equipment and ma	0.00	72.90	
	402-060-2244		MAINTENANCE & REPAIR		72.90	
4705	DOUBLE H AUTO	09/18/2024	Regular	0.00	189.99	130232

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
084807	Invoice	09/12/2024	PZ 1 battery	0.00	189.99	
	401-008-2201	MAINTENANCE & REPAIR	PZ 1 battery		189.99	
5601	DRAGONFLY TRAINING AND CONSULTAT	09/18/2024	Regular	0.00	485.70	130233
Payable # 917245	Invoice	09/17/2024	Euthanasia training renewal X 5	0.00	485.70	
	401-082-2266	EMPLOYEE TRAINING	Charles Isom		97.14	
	401-082-2266	EMPLOYEE TRAINING	Danette Langdon		97.14	
	401-082-2266	EMPLOYEE TRAINING	Kevin Logan		97.14	
	401-082-2266	EMPLOYEE TRAINING	Topanga Bohannon		97.14	
	401-082-2266	EMPLOYEE TRAINING	Tanisha Starr		97.14	
51	ESTANCIA, TOWN OF	09/18/2024	Regular	0.00	354.87	130234
Payable # 08.2024 263	Invoice	09/16/2024	Monthly water bill- Maintenance	0.00	354.87	
	401-015-2210	UTILITIES - WATER	August		354.87	
51	ESTANCIA, TOWN OF	09/18/2024	Regular	0.00	578.08	130235
Payable # 08.2024 249	Invoice	09/11/2024	Monthly water bill- Admin	0.00	446.32	
	401-015-2210	UTILITIES - WATER	August		446.32	
Payable # 08.2024 655	Invoice	09/12/2024	Monthly water bill-Sheriff office	0.00	131.76	
	401-050-2210	UTILITIES - WATER	August		131.76	
2555	EWSWA	09/18/2024	Regular	0.00	68,256.73	130236
Payable # 2029	Invoice	09/17/2024	COMMISSION APPROVED PRIOR YEAR SE	0.00	68,256.73	
	419-005-2259	EWSWA COUNTY CONTRA	COMMISSION APPROVED PRIOR		68,256.73	
2555	EWSWA	09/18/2024	Regular	0.00	137.93	130237
Payable # 1160938	Invoice	09/13/2024	Animal disposal	0.00	10.61	
	401-082-2210	UTILITIES - WATER	Animal disposal		10.61	
Tkt 1160615	Invoice	09/13/2024	Animal disposal	0.00	127.32	
	401-082-2210	UTILITIES - WATER	Animal disposal		127.32	
2555	EWSWA	09/18/2024	Regular	0.00	111,966.50	130238
Payable # 2028	Invoice	09/17/2024	COMMISSION APPROVED PRIOR YEAR PAY	0.00	111,966.50	
	419-005-2259	EWSWA COUNTY CONTRA	COMMISSION APPROVED PRIOR		111,966.50	
VEN01380	FILE CONSTRUCTION, LLC	09/18/2024	Regular	0.00	82,338.48	130239
Payable # Pay Application 2	Invoice	09/16/2024	Duran Water Project	0.00	82,338.48	
	620-094-2612	CAPITAL OUTLAY - LAND	NMGRT		5,025.35	
	620-094-2612	CAPITAL OUTLAY - LAND	Potholing, compl.		2,920.65	
	620-094-2612	CAPITAL OUTLAY - LAND	AWWA D100 Welded Steel 20,0		70,084.68	
	803-059-2642	23-H2505 TC DURAN WAT	Construction Materials Testing A		4,307.80	
5359	GALLAGHER BENEFIT SERVICES, INC.	09/18/2024	Regular	0.00	2,810.00	130240

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
321086	Invoice	09/16/2024	Benefits Contract Gallagher	0.00	2,810.00	
	401-014-2272	CONTRACT - PROFESSION	SEPT - FY25 BENEFIT SERVICES C		2,810.00	
944	GRAINGER, INC.	09/18/2024	Regular	0.00	171.66	130241
9245636288	Invoice	09/17/2024	Surveillance System District 5	0.00	171.66	
	405-091-2248	SUPPLIES - SAFETY	Standby,750.OVA,120VAC		171.66	
944	GRAINGER, INC.	09/18/2024	Regular	0.00	688.04	130242
9240668203	Invoice	09/17/2024	Pallet Jack District 2	0.00	688.04	
	406-091-2248	SUPPLIES - SAFETY	Pallet Jack District 2		688.04	
214	Hart's Trustworthy Hardware	09/18/2024	Regular	0.00	17.76	130243
8565736	Invoice	09/16/2024	Hart's Open PO July	0.00	17.76	
	408-091-2248	SUPPLIES - SAFETY	District 3- Supplies		17.76	
4910	HIGHER STANDARDS AUTOMOTIVE	09/18/2024	Regular	0.00	258.48	130244
4679	Invoice	09/13/2024	Battery for 2010 Ford Fusion	0.00	258.48	
	401-082-2201	MAINTENANCE & REPAIR	Replacement of battery		31.64	
	401-082-2201	MAINTENANCE & REPAIR	Battery for 2010 Ford Fusion		226.84	
4910	HIGHER STANDARDS AUTOMOTIVE	09/18/2024	Regular	0.00	73.00	130245
4688	Invoice	09/13/2024	Oil change for Fusion	0.00	73.00	
	401-082-2201	MAINTENANCE & REPAIR	LUBE, OIL AND FILETER WITH M		53.00	
	401-082-2201	MAINTENANCE & REPAIR	BG EXTENDED LIFE MOA		20.00	
3587	HOMESTEAD WATER CO.	09/18/2024	Regular	0.00	47.22	130246
08.2024	Invoice	09/16/2024	Monthly water bill district 5	0.00	47.22	
	405-091-2210	UTILITIES - WATER	August		47.22	
5179	LEAF CAPITAL FUNDING LLC	09/18/2024	Regular	0.00	572.53	130247
17079867	Invoice	09/11/2024	Plotter Printer HP Designjet T2600ps Leas	0.00	572.53	
	401-008-2284	LEASE EQUIPMENT	2024 August Insurance		20.31	
	401-008-2284	LEASE EQUIPMENT	2024 August Lease		552.22	
2291	LOBO INTERNET SERVICES LTD	09/18/2024	Regular	0.00	475.00	130248
N10926-60	Invoice	09/16/2024	Lobo Internet Services Fire Dept	0.00	475.00	
	405-091-2207	TELECOMMUNICATIONS	Lobo Internet Services Fire Dept		158.36	
	406-091-2207	TELECOMMUNICATIONS	Lobo Internet Services Fire Dept		158.32	
	408-091-2207	TELECOMMUNICATIONS	Lobo Internet Services Fire Dept		79.16	
	409-091-2207	TELECOMMUNICATIONS	Lobo Internet Services Fire Dept		79.16	
2291	LOBO INTERNET SERVICES LTD	09/18/2024	Regular	0.00	155.00	130249

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
N10715-65	Invoice	09/11/2024	INTERNET & WEB HOSTING	0.00	155.00	
	401-096-2207		TELECOMMUNICATIONS		155.00	
2291	LOBO INTERNET SERVICES LTD	09/18/2024	Regular	0.00	125.00	130250
B15014-8	Invoice	09/11/2024	Internet Services.	0.00	125.00	
	402-060-2207		TELECOMMUNICATIONS/I		125.00	
2291	LOBO INTERNET SERVICES LTD	09/18/2024	Regular	0.00	137.50	130251
N10958-59	Invoice	09/11/2024	Lobo Internet	0.00	137.50	
	911-080-2207		TELECOMMUNICATIONS		137.50	
2291	LOBO INTERNET SERVICES LTD	09/18/2024	Regular	0.00	155.00	130252
N10715-64	Invoice	09/11/2024	INTERNET & WEB HOSTING	0.00	155.00	
	401-096-2207		TELECOMMUNICATIONS		155.00	
2291	LOBO INTERNET SERVICES LTD	09/18/2024	Regular	0.00	45.00	130253
N12084-57	Invoice	09/11/2024	Monthly internet service	0.00	45.00	
	401-096-2207		TELECOMMUNICATIONS		45.00	
3729	MARLIN BUSINESS BANK	09/18/2024	Regular	0.00	654.39	130254
21361497	Invoice	09/16/2024	Marlin business bank	0.00	391.12	
	911-080-2284		LEASE EQUIPMENT		241.70	
	911-080-2284		LEASE EQUIPMENT		77.79	
	911-080-2284		LEASE EQUIPMENT		21.57	
	911-080-2284		LEASE EQUIPMENT		50.06	
21410252	Invoice	09/16/2024	Marlin business bank	0.00	263.27	
	911-080-2284		LEASE EQUIPMENT		241.70	
	911-080-2284		LEASE EQUIPMENT		21.57	
VEN01275	MCKINNEY, JASMINE	09/18/2024	Regular	0.00	40.00	130255
July 2024 Youth	Invoice	09/11/2024	Juvenile Justice Youth Member	0.00	40.00	
	635-076-2314		PROGRAM SUPPORT		40.00	
4771	MENDEZ, DEVON	09/18/2024	Regular	0.00	1,940.00	130256
TC FAIR 2024 #8	Invoice	09/18/2024	SALE #8 CHAMPION CHESTER MARKET H	0.00	1,940.00	
	412-053-2249		ANIMAL SALES AT COUNT		2,000.00	
	412-053-2249		ANIMAL SALES AT COUNT		-60.00	
1139	MOUNTAINAIR, TOWN OF	09/18/2024	Regular	0.00	238.07	130257

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024	Invoice	09/16/2024	Utilities- Water/Gas	0.00	238.07	
	401-027-2209		UTILITIES - NATURAL GAS		119.68	
	401-027-2210		UTILITIES - WATER		118.39	
3884	NM BOARD OF VETERINARY MEDICINE	09/18/2024	Regular	0.00	100.00	130258
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
KL2024	Invoice	09/18/2024	Euthanasia tech license renewals	0.00	100.00	
	401-082-2269		SUBSCRIPTIONS & DUES		100.00	
			License renewal for Kevin Logan			
3884	NM BOARD OF VETERINARY MEDICINE	09/18/2024	Regular	0.00	100.00	130259
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TB2024	Invoice	09/18/2024	Euthanasia tech license renewals	0.00	100.00	
	401-082-2269		SUBSCRIPTIONS & DUES		100.00	
			License renewal for Topanga Bo			
1096	NM RETIREE HEALTH-CARE AUTHORI	09/18/2024	Regular	0.00	69.87	130260
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003957	Invoice	09/12/2024	Retiree Health Care	0.00	69.87	
	401-000-9001		Payroll Liabilities		69.87	
			Retiree Health Care			
61	NMAAO	09/18/2024	Regular	0.00	600.00	130261
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
FALL CONFERENC	Invoice	09/17/2024	NM ASSESSOR'S FALL AFFILIATE 2024 REGI	0.00	600.00	
	401-040-2266		EMPLOYEE TRAINING		300.00	
	401-040-2266		EMPLOYEE TRAINING		300.00	
			L. GALLEGOS			
4760	OLD MILL EDGEWOOD LLC	09/18/2024	Regular	0.00	359.55	130262
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
494191	Invoice	09/17/2024	Bale shavings	0.00	359.55	
	412-053-2219		SUPPLIES - GENERAL OFFI		359.55	
			Bale shavings			
2194	ORKIN INC.	09/18/2024	Regular	0.00	26.63	130263
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
268406594	Invoice	09/17/2024	COMMISSION APPROVED PURCHASE	0.00	26.63	
	911-080-2271		CONTRACTS OTHER SERVI		26.63	
			COMMISSION APPROVED PURC			
5514	PERSONNEL EVALUATION INC.	09/18/2024	Regular	0.00	25.00	130264
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
52567	Invoice	09/16/2024	20 Personnel Eval Profiles (PEP)	0.00	25.00	
	911-080-2272		CONTRACT - PROFESSION		25.00	
			20 Personnel Eval Profiles (PEP)			
5514	PERSONNEL EVALUATION INC.	09/18/2024	Regular	0.00	25.00	130265
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
52565	Invoice	09/16/2024	20 Personnel Eval Profiles (PEP)	0.00	25.00	
	911-080-2272		CONTRACT - PROFESSION		25.00	
			20 Personnel Eval Profiles (PEP)			
5514	PERSONNEL EVALUATION INC.	09/18/2024	Regular	0.00	25.00	130266
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
52528	Invoice	09/16/2024	20 Personnel Eval Profiles (PEP)	0.00	25.00	
	911-080-2272		CONTRACT - PROFESSION		25.00	
			20 Personnel Eval Profiles (PEP)			

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5514	PERSONNEL EVALUATION INC.	09/18/2024	Regular	0.00	25.00	130267
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
52566	Invoice	09/16/2024	20 Personnel Eval Profiles (PEP)	0.00	25.00	
	911-080-2272		CONTRACT - PROFESSION		25.00	
5528	PETERS, NICHOLE	09/18/2024	Regular	0.00	20.00	130268
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
25-00404	Invoice	09/16/2024	CPR Class	0.00	20.00	
	911-085-2266		EMPLOYEE TRAINING		20.00	
3859	PRUDENTIAL OVERALL SUPPLY	09/18/2024	Regular	0.00	279.82	130269
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
450734923	Invoice	09/17/2024	Uniforms for Road Crew	0.00	279.82	
	402-060-2236		SUPPLIES - UNIFORMS		279.82	
VEN01112	QUICK MED CLAIMS LLC	09/18/2024	Regular	0.00	529.84	130270
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV38096	Invoice	09/12/2024	QMC Medical Billing Services Open PO FY	0.00	529.84	
	416-083-2271		CONTRACT - OTHER SERV		529.84	
107	QWEST CORPORATION	09/18/2024	Regular	0.00	342.33	130271
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
08.2024 7435	Invoice	09/16/2024	Monthly Charges for Jail Fund	0.00	342.33	
	401-096-2207		TELECOMMUNICATIONS		342.33	
107	QWEST CORPORATION	09/18/2024	Regular	0.00	68.74	130272
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
08.2024 2763	Invoice	09/16/2024	Monthly phone charges- Clerk	0.00	68.74	
	401-096-2207		TELECOMMUNICATIONS		68.74	
215	RICH FORD SALES	09/18/2024	Regular	0.00	218.53	130273
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2051143/1 20511	Invoice	09/11/2024	MAINTENANCE AND REPAIRS	0.00	218.53	
	401-040-2201		MAINTENANCE & REPAIR		33.70	
	401-040-2201		MAINTENANCE & REPAIR		17.90	
	401-040-2201		MAINTENANCE & REPAIR		92.63	
	401-040-2201		MAINTENANCE & REPAIR		16.60	
	401-040-2201		MAINTENANCE & REPAIR		9.38	
	401-040-2201		MAINTENANCE & REPAIR		48.32	
5426	SENERGY PETROLEUM, LLC	09/18/2024	Regular	0.00	5,130.87	130274
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
SEN-891614	Invoice	09/16/2024	Bulk Fuel and Oil	0.00	5,130.87	
	402-060-2202		SUPPLIES - VEHICLE FUEL		5,130.87	
5323	SOUTHWEST COPY SYSTEMS	09/18/2024	Regular	0.00	32.29	130275
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
550302	Invoice	09/11/2024	SOUTHWEST COPY SYSTEMS	0.00	32.29	
	401-040-2271		CONTRACT - OTHER SERV		32.29	
3331	SOUTHWEST PROPANE LLC	09/18/2024	Regular	0.00	89.00	130276

Check Report

Date Range: 09/06/2024 - 09/19/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
g63686	Invoice 406-091-2209	09/12/2024	Southwest Propane UTILITIES - NATURAL GAS	0.00	89.00	
3331	SOUTHWEST PROPANE LLC	09/18/2024	Regular	0.00	89.00	130277
g62842	Invoice 409-091-2209	09/16/2024	Southwest Propane UTILITIES - NATURAL GAS	0.00	89.00	
3978	STAPLES BUSINESS ADVANTAGE	09/18/2024	Regular	0.00	15.78	130278
7002171262	Invoice 413-091-2219	09/17/2024	Supplies SUPPLIES - GENERAL OFFI	0.00	15.78	
3978	STAPLES BUSINESS ADVANTAGE	09/18/2024	Regular	0.00	24.00	130279
7002214500	Invoice 413-091-2219	09/17/2024	Supplies SUPPLIES - GENERAL OFFI	0.00	24.00	
3978	STAPLES BUSINESS ADVANTAGE	09/18/2024	Regular	0.00	319.99	130280
7002148975	Invoice 413-091-2219	09/16/2024	Supplies SUPPLIES - GENERAL OFFI	0.00	319.99	
4887	SUPPLY CACHE INC	09/18/2024	Regular	0.00	1,127.30	130281
329613A	Invoice 406-091-2248 406-091-2248 406-091-2248 406-091-2248	09/16/2024	District 2 Supplies SUPPLIES - SAFETY SUPPLIES - SAFETY SUPPLIES - SAFETY SUPPLIES - SAFETY	0.00	1,127.30 295.00 514.90 107.70 209.70	
4123	THE HARVARD DRUG GROUP	09/18/2024	Regular	0.00	1,678.92	130282
811863	Invoice 401-082-2220	09/16/2024	Medical and cleaning supplies for depart SUPPLIES - CLEANING	0.00	1,678.92	
4354	U.S. PRISONER TRANSPORT	09/18/2024	Regular	0.00	3,687.00	130283
237772	Invoice 401-050-2272	09/18/2024	Transportation of an Inmate from TN CONTRACT - PROFESSION	0.00	3,687.00	
5339	US BANK CORPORATE PAYMENT SYSTEM	09/18/2024	Regular	0.00	19,521.74	130284

Check Report

Date Range: 09/06/2024 - 09/19/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8.15.2024	Invoice	09/17/2024	COUNTY FUEL CARD USAGE 7.15.24-8.15.	0.00	19,521.74	
	401-008-2202	SUPPLIES - VEHICLE FUEL	PZ		317.60	
	401-008-2202	SUPPLIES - VEHICLE FUEL	RA		116.94	
	401-010-2202	SUPPLIES - VEHICLE FUEL	MANAGER		60.00	
	401-020-2202	SUPPLIES-VEHICLE FUEL	CLERK		38.50	
	401-030-2202	SUPPLIES - VEHICLE FUEL	TREASURER		307.49	
	401-040-2202	SUPPLIES - VEHICLE FUEL	ASSESSORS		77.23	
	401-050-2202	SUPPLIES - VEHICLE FUEL	SHERIFF		10,652.52	
	401-065-2202	SUPPLIES - VEHICLE FUEL	MAINTENANCE		717.96	
	401-082-2202	SUPPLIES - VEHICLE FUEL	ANIMAL SERVICES		1,182.77	
	405-091-2202	SUPPLIES - VEHICLE FUEL	DIST 5		734.71	
	406-091-2202	SUPPLIES - VEHICLE FUEL	DIST 2		525.97	
	408-091-2202	SUPPLIES - VEHICLE FUEL	DIST 3		68.58	
	413-091-2202	SUPPLIES - VEHICLE FUEL	FIRE ADMIN		701.29	
	416-083-2202	SUPPLIES - VEHICLE FUEL	EMT/FF		3,615.41	
	604-083-2202	SUPPLIES - VEHICLE FUEL	EMERGENCY MANAGER		339.77	
	605-013-2202	SUPPLIES - VEHICLE FUEL	DWI		65.00	
	Void	09/18/2024	Regular	0.00	0.00	130285
5389	VIA HOMES & DEVELOPMENT LLC	09/18/2024	Regular	0.00	3,680.67	130286
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
August #56	Invoice	09/11/2024	Juvenile Justice Continuum Coordinator	0.00	3,680.67	
	635-067-2272	CONTRACT - PROFESSION	Juvenile Justic Continuum Coord		3,410.00	
	635-076-2314	PROGRAM SUPPORT	NM GRT		270.67	
4376	WAGWORKS	09/18/2024	Regular	0.00	187.50	130287
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV6803305	Invoice	09/16/2024	HealthBenefits	0.00	187.50	
	401-014-2272	CONTRACT - PROFESSION	HealthBenefits July 2024		187.50	
1	WAGNER EQUIPMENT CO.	09/18/2024	Regular	0.00	348,462.42	130288
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
B6144901	Invoice	09/11/2024	Motor Grader	0.00	348,462.42	
	620-094-2617	CAPITAL OUTLAY - EQUIP	Caterpillar Motor Grader		348,462.42	
2858	WASTE MANAGEMENT OF NM INC.	09/18/2024	Regular	0.00	1,547.85	130289
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0754046-0573-7	Invoice	09/16/2024	Monthly dumpster charges- dist 3	0.00	827.06	
	408-091-2210	UTILITIES - WATER	September		827.06	
0754684-0573-5	Invoice	09/16/2024	Monthly dumpster charges- dist5	0.00	720.79	
	405-091-2210	UTILITIES - WATER	September		720.79	
5592	WIDNER, REGAN	09/18/2024	Regular	0.00	2,667.50	130290
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
TC FAIR SALE #45	Invoice	09/18/2024	SALE #45 4TH PLACE CROSS MARKET HOG	0.00	2,667.50	
	412-053-2249	ANIMAL SALES AT COUNT	SALE #45 4TH PLACE CROSS MA		2,750.00	
	412-053-2249	ANIMAL SALES AT COUNT	FAIR BOARD COMMISSION 3%		-82.50	
810	WILLARD, VILLAGE OF	09/18/2024	Regular	0.00	111.44	130291

Check Report

Date Range: 09/06/2024 - 09/19/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08.2024	Invoice	09/16/2024	Monthly water	0.00	111.44	
	418-091-2210	UTILITIES - WATER	August		111.44	
5380	VOYA HOLDINGS, INC.	09/12/2024	Bank Draft	0.00	1,580.55	DFT0000964
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003932	Invoice	09/12/2024	Voya	0.00	1,580.55	
	401-000-9001	Payroll Liabilities	Voya		1,580.55	
233	PUBLIC EMPLOYEES RETIREMENT	09/12/2024	Bank Draft	0.00	52,234.75	DFT0000965
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003934	Invoice	09/12/2024	PERA Retirement	0.00	52,234.75	
	401-000-9001	Payroll Liabilities	PERA Retirement		10,184.09	
	401-000-9001	Payroll Liabilities	PERA Retirement		32,057.79	
	401-000-9001	Payroll Liabilities	PERA PICKUP		7,738.72	
	401-000-9001	Payroll Liabilities	PERA PICKUP LAW		2,254.15	
448	NM TAXATION & REVENUE	09/12/2024	Bank Draft	0.00	8,097.77	DFT0000966
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003937	Invoice	09/12/2024	State Tax	0.00	8,097.77	
	401-000-9001	Payroll Liabilities	State Tax		8,097.77	
1656	INTERNAL REVENUE SERVICE	09/12/2024	Bank Draft	0.00	51,024.56	DFT0000967
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003938	Invoice	09/12/2024	Federal Tax	0.00	51,024.56	
	401-000-9001	Payroll Liabilities	Federal Tax		18,017.92	
	401-000-9001	Payroll Liabilities	FICA Tax		25,714.38	
	401-000-9001	Payroll Liabilities	Medicare Taxes		7,292.26	
1656	INTERNAL REVENUE SERVICE	09/10/2024	Bank Draft	0.00	25.24	DFT0000969
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003939	Invoice	09/10/2024	Federal Tax	0.00	25.24	
	401-000-9001	Payroll Liabilities	Medicare Taxes		25.24	
1656	INTERNAL REVENUE SERVICE	09/12/2024	Bank Draft	0.00	15.24	DFT0000970
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003942	Invoice	09/12/2024	Federal Tax	0.00	15.24	
	401-000-9001	Payroll Liabilities	FICA Tax		7.54	
	401-000-9001	Payroll Liabilities	Medicare Taxes		7.70	
448	NM TAXATION & REVENUE	09/10/2024	Bank Draft	0.00	155.15	DFT0000971
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003943	Invoice	09/10/2024	State Tax	0.00	155.15	
	401-000-9001	Payroll Liabilities	State Tax		155.15	
1656	INTERNAL REVENUE SERVICE	09/10/2024	Bank Draft	0.00	994.93	DFT0000972
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003944	Invoice	09/10/2024	Federal Tax	0.00	994.93	
	401-000-9001	Payroll Liabilities	Medicare Taxes		123.26	
	401-000-9001	Payroll Liabilities	FICA Tax		527.00	
	401-000-9001	Payroll Liabilities	Federal Tax		344.67	

Check Report

Date Range: 09/06/2024 - 09/19/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
233	PUBLIC EMPLOYEES RETIREMENT	09/12/2024	Bank Draft	0.00	546.15	DFT0000973
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003959	Invoice	09/12/2024	PERA Retirement	0.00	546.15	
	401-000-9001		Payroll Liabilities		439.95	
	401-000-9001		Payroll Liabilities		106.20	
448	NM TAXATION & REVENUE	09/12/2024	Bank Draft	0.00	137.64	DFT0000974
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003960	Invoice	09/12/2024	State Tax	0.00	137.64	
	401-000-9001		Payroll Liabilities		137.64	
1656	INTERNAL REVENUE SERVICE	09/12/2024	Bank Draft	0.00	857.10	DFT0000975
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003961	Invoice	09/12/2024	Federal Tax	0.00	857.10	
	401-000-9001		Payroll Liabilities		107.44	
	401-000-9001		Payroll Liabilities		290.28	
	401-000-9001		Payroll Liabilities		459.38	

Bank Code Main Checking Summary

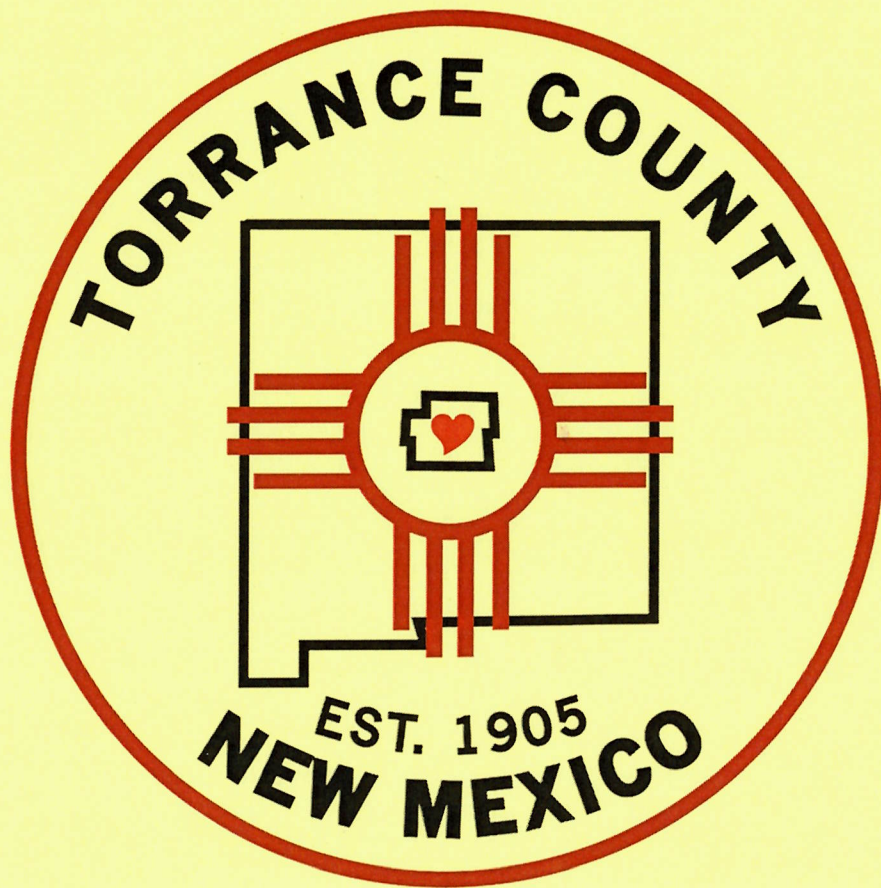
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	157	134	0.00	2,150,864.47
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-1,248.56
Bank Drafts	11	11	0.00	115,669.08
EFT's	5	4	0.00	46,509.10
	173	154	0.00	2,311,794.09

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	157	134	0.00	2,150,864.47
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-1,248.56
Bank Drafts	11	11	0.00	115,669.08
EFT's	5	4	0.00	46,509.10
	173	154	0.00	2,311,794.09

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	9/2024	2,311,794.09
			2,311,794.09



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 10



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 11 A



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

Budget Adjustments

WHEREAS, the Torrance County Commission in regular session on Wednesday, September 25, 2024, did authorize budget adjustments to the FY2024-2025 budget; *and*

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

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

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

AUTHORIZED this 25th day of September 2024.

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

County Attorney

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

ATTEST:

Linda Jaramillo, Torrance County Clerk



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 A

Proposed Communications Deputy Director

The benefits of this position are as follows:

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

Total Cost to budget:

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

Proposed Administrative Assistant

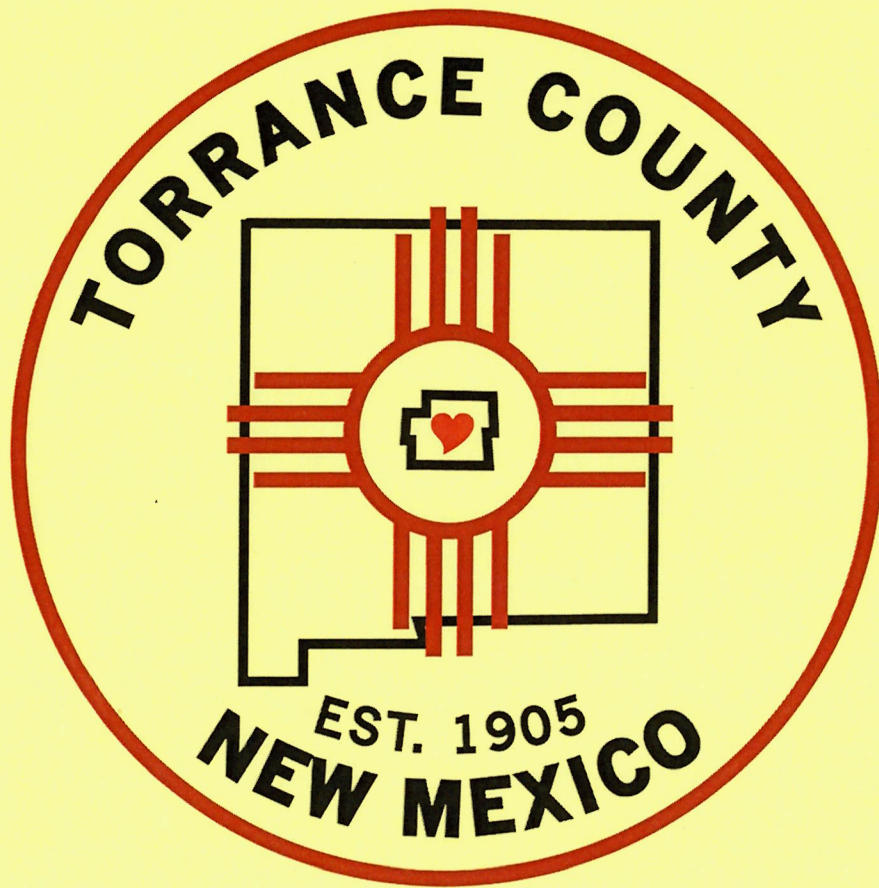
The benefits of this position are as follows:

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

Total Cost to budget:

Annual Salary	FICA	PERA	RHC	Health Ins	Worker's Comp	Total
\$ 36,920	\$ 2,824	\$ 5,854	\$ 738	\$ 15,000	\$ 10	\$ 61,346

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



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 B

Tablet Command Service Agreement



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

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

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

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

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

Whereas, both Parties recognize that a relationship described herein may be mutually beneficial.

Now therefore, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Services.** During the Term Company will provide the following “**Services**”: Services account activation, including CAD integration and testing, account configuration, mobile device authentication, integration to third party solutions (staffing, pre-planning, etc.) as outlined in the quote(s) provided, initial training and orientation, access to the Tablet Command services and applications for Authorized Users, and ongoing customer support.

2. **Customer Obligations, Representations and Warranties.**

- a. Customer users (“**Authorized Users**”) will be required to agree via a click-through agreement to the terms of the Apple Standard End User License Agreement (“**EULA**”), the content of which is available at <https://www.apple.com/legal/internet-services/itunes/dev/stdeula>. The terms of this Agreement and the EULA are binding on the Customer and each Authorized User. In the event of a conflict between the terms of this Agreement and the EULA, the terms of this Agreement shall control.

- b. In connection with the provision of the Services to Customer, Customer agrees to direct incident data to <https://api.tabletcommand.com>.
- c. Customer will not use the Services, or any of the content obtained from the Services, for any purpose that is unlawful or prohibited by this Agreement.

3. **License Grants and Restrictions.**

- a. **License Right.** Company grants Customer a revocable, non-exclusive, non-transferrable, non-assignable limited right to install and use the Services on a computer or device controlled by an Authorized User (each a “Device”), and to access and use the Services on such Device strictly in accordance with the terms and conditions of this Agreement for the purpose of assisting users in managing their human resources and apparatus during an emergency.
- b. **Restrictions.** Customer shall not: (i) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Services; (ii) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Services; (iii) violate any applicable laws, rules or regulations in connection with your access or use of the Services; or (iv) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Company or its affiliates, partners, suppliers or the licensors of the Services or otherwise obscure or modify the any manner in which the material is displayed by means of the Services.
- c. **License to Company.** Customer grants Company an irrevocable, royalty-free, fully paid-up right to view, record and analyze your use of the Services, including but not limited to technical information about the Devices (including Device UUID), computer, physical location, system and application software, and peripherals.
- d. **Restricted Use of the Services.** The Services are not a substitute for sound fire management techniques and practices in emergency situations. The Services are not intended to be used, and shall not be used, by any Authorized User, to protect or be used as a resource, tool, application or otherwise for fire safety or rescue on behalf of the public, Customer employees or any third-party. Customer agrees not to use, access, sell, resell, or offer for any commercial purposes, any portion of the Services.
- e. **General Practices Regarding Use and Storage.**
 - i. The Company may establish general practices and limits concerning use of the Services. Customer and its Authorized Users will use the Services in compliance with all applicable international, state, federal and local laws and in accordance with the terms of this Agreement. No Authorized User may access or use the Services for any purpose other than that for which the Company makes it available. Without limiting any other remedies, the Company may suspend or terminate any Authorized User account if the Company suspects that an Authorized User has engaged in unlawful or prohibited activity in connection with the Services. The Company acknowledges and understands that certain portions of the Services may require and utilize phone service, data access or text messaging capability.
 - ii. The Company may terminate an Authorized User’s account in its absolute discretion and for any reason. The is especially likely to terminate for reasons that include, but are not limited to, the following: (1) violation of this Agreement; (2) use of the Services in a manner inconsistent with the license right set forth above; (3) an Authorized User’s request for such

termination; or (4) as required by law, regulation, court or governing agency order. The Company's termination of any Authorized User's access to the Services may be affected without notice and, on such termination, the Company may immediately deactivate or delete such Authorized User's account and/or prohibit any further access to files or data from such account. The Company shall not be liable to the Customer, any Authorized User or any other third party for any termination of an Authorized User's access or account hereunder. In addition, an Authorized User's request for termination will result in deactivation but not necessarily deletion of the account.

- f. The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

4. **Fees.** Company shall provide the Services and the Services in consideration for the fees set forth in the quote(s) provided to and approved by the Customer. Each such quote shall be attached hereto as an Exhibit A. Company will issue periodic invoices and Customer agrees to pay such amounts within thirty (30) days of receipt. Any invoices that remain unpaid more than thirty (30) days past their due date shall incur interest at the rate equal to the lower of 15% per year or the maximum rate allowed by applicable law.

5. **Term.** The term of this Agreement will begin on the Effective Date and will continue until one year from the Effective Date. This Agreement shall renew automatically for additional one-year terms upon each anniversary of the Effective Date unless either party provides notice for non-renewal at least ninety (90) days prior to the end of the then-current term.

6. **Confidentiality and Data Security.**

- a. "**Confidential Information**" means any non-public information that relates to Company or Customer, as applicable, including without limitation, the terms and conditions of this Agreement, technical data, know-how, trade secrets, product plans, markets, services offerings, customer lists and customers, software, research and developments, inventions, processes, formulas, designs, drawings, hardware configurations or finances. Confidential Information does not include information that (i) is known to either Party at the time of disclosure as evidenced by written records, (ii) has become publicly known and made generally available through no wrongful act of the receiving Party or (iii) has been rightfully received by a Party from a third party who is authorized to make such disclosure.
- b. **Nonuse and Nondisclosure.** Neither Party will during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose other than the performance of this Agreement or (ii) disclose Confidential Information to any third party. Confidential Information will remain the sole property of the disclosing Party. Each Party agrees to take all reasonable precautions to prevent any unauthorized disclosure or use of such Confidential Information.

- c. **Permitted Disclosure.** Notwithstanding the restrictions on use and disclosure of Confidential Information in 6.b, a Party may disclose Confidential Information as necessary to comply with a legal demand or obligation (e.g., subpoena, civil investigative demand) so long as such Party provides at least five (5) business days prior written notice of such disclosure to the other Party (to the extent legally permitted) and any assistance reasonably requested by the other Party to contest or limit the disclosure. Company acknowledges and understands that the Customer is a public agency subject to the disclosure requirements of the California Public Records Act, Government Code section 7920.000 et seq. ("CPRA"). If the Customer receives a request for information or records that Company may consider Confidential (e.g., proprietary information), the Customer will provide notice to Company pursuant to this section prior to disclosure. If Company contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it may obtain a protective order, injunctive relief or other appropriate remedy from a court of law in the appropriate jurisdiction before the Customer is required to respond to the CPRA request.
 - d. **Remedies.** In addition to the procedures for a CPRA request specified in Section 6.c above, if a Party discloses or uses (or threatens to disclose or use) Confidential Information, the Party whose Confidential Information is or may be disclosed or used will have the right, in addition to any other remedies under this Agreement, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that other available legal remedies are inadequate.
- 7. **Ownership.** The Parties agree that all copyrights, moral rights, notes, records, drawings, designs, inventions, improvements, developments, discoveries, computer programs (e.g. source code, object code, listings), work-in-progress, deliverables, drawings, designs, logos, images, trademarks, and trade secrets conceived, discovered, developed or reduced to practice by Company (collectively, "Inventions"), solely or in collaboration with others, are the sole property of Company, except the extent of any Customer Confidential Information.
- 8. **Indemnity; Disclaimer; Limitations of Liability.**
 - a. **Indemnification by Customer.** The Customer shall indemnify, defend and hold harmless the Company, and its affiliates and their respective officers, employees and agents, from any and all claims, demands, damages, costs, and liabilities including reasonable attorneys' fees, due to or arising out of Customer's or any Authorized User's acts or omissions arising out of the use of the Services; or any breach of this Agreement.
 - b. **Indemnification by Company.** The Company agrees to indemnify, defend, and hold Customer harmless from and against any and all third party claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Customer, arising out of a claim that the Services infringe or misappropriate any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right (an "Infringement Claim"). In the event that the Company is enjoined from delivering either preliminary or permanently, or continuing to license to Customer, the Services and such injunction is not dissolved within thirty (30) days, or in the event that Customer is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any

patent, copyright, trade secret, trademark, or other proprietary right in the use of the Services, then the Company may, at its expense and option: (a) obtain for Customer the right to continue using the Services; (b) replace or modify the Services so that it does not infringe upon or misappropriate such proprietary right and is free to be delivered to and used by Customer; or, (c) in the event that the Company is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, the Company shall reimburse to Customer the unused portion of the fees paid for the Services.

- c. **Indemnification Procedures.** Promptly after receipt by Customer of a threat of any Infringement Claim, or a notice of the commencement, or filing of any Infringement Claim against Customer, Customer shall give notice thereof to the Company, provided that failure to give or delay in giving such notice to the Company shall not relieve the Company of any liability it may have to Customer except to the extent that the Company demonstrates that the defense of such action is prejudiced thereby. Customer shall not independently defend or respond to any such claim; provided, however, that Customer shall have the right, at its own expense, to monitor the Company's defense of any such claim. The Company shall have sole control of the defense and of all negotiations for settlement of such action. At the Company's request, Customer shall cooperate with the Company in defending or settling any such action; provided, however, that the Company shall reimburse Customer for all reasonable out-of-pocket costs incurred by Customer (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.
- d. **DISCLAIMER.** EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES AND INDEMNITIES, EXPRESS OR IMPLIED, IN THE PROVISION OF SERVICES HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. THE CUSTOMER'S AND EACH AUTHORIZED USER'S USE OF THE SERVICES IS AT THEIR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SPECIFICALLY, THE COMPANY MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS AND (ii) ANY AUTHORIZED USER ACCESS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. EXCLUDING ONLY DAMAGES ARISING OUT OF THE COMPANY'S WILLFUL MISCONDUCT, THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM THE CUSTOMER'S OR ANY AUTHORIZED USER'S USE OR INABILITY TO USE ANY SERVICES OR SERVICES THEREON. SCHEDULED AND PREVENTIVE MAINTENANCE AS WELL AS REQUIRED AND EMERGENCY MAINTENANCE WORK MAY TEMPORARILY INTERRUPT SERVICES OR ACCESS TO THE SERVICES. THE COMPANY IS NOT RESPONSIBLE FOR CUSTOMER'S OR ANY AUTHORIZED USER'S USE OF THE SERVICES OR THE DECISIONS AND INCIDENT MANAGEMENT OF THE CUSTOMER OR ANY OF ITS AUTHORIZED USERS.

- e. **LIMITATION OF LIABILITY.** In no event shall the company's total cumulative liability to the customer, any authorized user or any other party under this agreement, arising out of the use of the Services or otherwise exceed \$50.00. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to the company. The disclaimers of warranty and limitations of liability apply, without limitation, to any damages or injury caused by the failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of or use of any asset, whether arising out of breach of contract, tortious behavior, negligence or any other course of action by the company. Any claim or cause of action arising out of or related to use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

9. **Privacy Compliance.**

- a. **Personal Information Defined.** "Personal Information" for purposes of this section means information that the Company processes on Customer's behalf that identifies, relates to, describes, or is reasonably capable of being associated with or linked to a particular identifiable person or household and includes, without limitation, "personal information" as defined by the California Consumer Privacy Act of 2018, as amended, and as defined by the Personal Information Protection and Electronic Documents Act (Canada). For avoidance of doubt and not limitation, de-identified or aggregated information that is no longer reasonably capable of being associated with or linked to a particular identifiable person or household ("**Anonymized Information**"), will not be deemed Personal Information even if such information was derived from Personal Information. The Company may use and disclose Anonymized Information without limitation or restriction.
- b. **Restrictions on Use.** Unless specifically directed or authorized by Customer, the Company will not (i) sell or share (for cross-context behavioral advertising purposes) Personal Information; (ii) retain, use, or disclose Personal Information for any purpose other than the specific purpose of performing the services contemplated by this Agreement, including retaining, using, or disclosing Personal Information for a commercial purpose other than providing the services contemplated by this Agreement; (iii) retain, use, or disclose Personal Information outside of the direct business relationship between the parties; or (iv) combine the Customer's Personal Information with Personal Information the Company processes on behalf of third parties or itself to the extent prohibited by applicable privacy and data security laws. Notwithstanding the foregoing, the Company may retain, use, or disclose Personal Information as reasonably necessary to fulfill or demonstrate compliance with its legal obligations.
- c. **Consent for Use.** The Customer will provide all notices and obtain all consents required by applicable laws and regulations for the Company to process Personal Information in connection with the Services and services contemplated by this Agreement including, without limitation, the Company's transfer to and processing of Personal Information in the United States of America, Canada, and Australia. The Customer and each Authorized User will use the Services in compliance with all applicable laws and regulations.

- d. **Data Security.** The Company will implement reasonable administrative, technical, and physical safeguards to protect Personal Information in its control from unauthorized or unlawful access, disclosure, or use. Without limiting the generality of the foregoing, the Company will (i) encrypt all Personal Information while in transit from/to the Customer or a third party designated by the Customer to/from the Company via SSL 256 bit AES encryption or equivalent; (ii) store Personal Information on server(s) located in SSAE 16 certified data center(s); and (iii) not disclose Personal Information to third-party subcontractors unless such subcontractors have entered into a written agreement with the Company imposing privacy, data security, and confidentiality obligations on such subcontractors no less stringent than those imposed on the Company in this Agreement. The Customer gives consent to the Company's use of subcontractors to process Personal Information on the Customer's behalf so long as the foregoing criteria are satisfied, and the Customer waives any right it may have under applicable privacy and data security laws to receive notice of the Company's appointment or removal of any subcontractor. The Customer will not knowingly introduce, or negligently permit to be introduced, into the Company's computer systems, databases, hardware, or software, any virus, malware, ransomware, or other contaminants (including, but not limited to, codes, commands, instructions, devices, techniques, bugs, or flaw) that may be used to access, alter, delete, threaten, infect, damage, disable, or inhibit our full use of the Company's computer systems, databases, hardware, or software.
- e. **Cooperation.** The Company will reasonably cooperate with Customer, at the Customer's cost, (i) in response to data subject requests for access, correction, deletion, or to exercise any other right provided by applicable laws and regulations to the use of such data subject's Personal Information and (ii) in response to the Customer's requests for assistance in connection with a data protection impact assessment, risk assessment, or similar analysis required by applicable privacy and data security laws. In the event the Company receives a data subject request relating to Personal Information, the Company will notify such data subject that it is unable to respond to the request without authorization from the Customer and will direct such data subject to contact the Customer directly to make the request.
- f. **User IDs.** The Customer will use best efforts to protect the confidentiality of user IDs, passwords, and other access credentials used by the Customer, or Customer's employees, agents, representatives, and Authorized Users' to access any of the services provided by the Company. The Customer will provide prompt notice to the Company of any actual or suspected compromised user IDs, passwords, or other access credentials.
- g. **Notice of Noncompliance.** The Company will provide notice to the Customer if the Company determines it can no longer process your Personal Information in compliance with this Agreement or applicable privacy and data security laws. The Customer may, at Customer's cost and upon at least thirty (30) days prior written notice to the Company, take reasonable and appropriate steps to mitigate the Company's processing of Personal Information that is not in compliance with this Agreement or applicable privacy and data security laws.
- h. **Audit.** No more than once per twelve-month period, at the Customer's cost, the Customer or its designee may audit the Company's data security and privacy practices related to Personal Information. The Customer will provide at least thirty (30) days' prior written notice of its intent to conduct such audit and will reasonably

cooperate with the Company to minimize disruption to the Company's day-to-day business operations as a result of such audit.

- i. **Personal Information Retention.** Upon termination of the Customer's account, the Company will return or destroy, at the Customer's option, the Personal Information the Company processes on the Customer's behalf. Notwithstanding the foregoing, if return of such Personal Information is impractical, the Company may destroy such Personal Information. Further notwithstanding the foregoing, the Company may retain such Personal Information (i) stored in an archive or backup system until such Personal Information is deleted from such system in the normal course of the Company's business and (ii) as reasonably necessary to fulfill or demonstrate compliance with its legal obligations or to defend or pursue a legal claim.
- j. **Opt-In Data Disclosures.** From time-to-time the Company may make available features or integrations that permit Customer to make certain data, which may include Personal Information, available to other Company customers or to third parties. If Customer opts-in to the use of such features or integrations, Customer authorizes Company to make Customer's data available as explained during the opt-in process. Customer agrees that company will have no liability to Customer related to data disclosed to other Company customers or third parties in connection with such features or integrations. Customer may withdraw its consent at any time by providing written notice to Company at the address for notice listed below, or via an email message sent to support@tabletcommand.com.
- k. **AVL Data.** The Company is hereby authorized to share Automatic Vehicle Location ("AVL") data with other Company customers. Customer acknowledges and agrees that Company will have no liability to Customer related to AVL data shared with other Company customers. Company acknowledges and agrees that Customer retains the ability to opt out of participation in this AVL data sharing agreement at any time by providing written notice to Company at the address for notice listed below, or via an email message sent to support@tabletcommand.com.

10. **Insurance.** The Company will maintain in force during the term the insurance coverages as set forth on Exhibit B.

11. **Records.** The Company will maintain complete and accurate records in accordance with its then-current policies.

12. **Miscellaneous.**

- a. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California without regard to California's conflicts of law rules. The Parties agree that the exclusive venue for any dispute arising hereunder shall be the federal or state located in the City and County of San Francisco, California and the parties waive any objection to personal jurisdiction or venue in any forum located in that county.
- b. **Assignability.** This Agreement may not be assigned by Customer, including by operation of law, without the prior written consent of the Company. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, executors and administrators.

- c. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous written and oral agreements between the Parties regarding the subject matter of this Agreement. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by the Parties hereto.
- d. **Publicity.** Each party may issue press releases or otherwise publicly reference the other in advertising and marketing (such as Internet, TV, radio and print) including the use of quotations from key staff, pictures, and videos.
- e. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- f. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The parties agree that they will accept signature by electronic transmission in portable document format (PDF) in lieu of original signatures and that the Agreement and any amendments hereto or quotes entered pursuant to this Agreement will have the same binding and enforceable effect with electronic PDF signatures as they would have with original signatures.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above. The authorized representatives of the parties have signed this Agreement as of the Effective Date.

Customer	Tablet Command, Inc.
By:	By:
Name: Ryan Schwebach	Name: William Pigeon
Title: Commission Chair	Title: CEO
Address for Notice: PO Box 48 Estancia, NM 87016 invoices@tcnm.us	Address for Notice: Tablet Command, Inc. 1212 Broadway Plaza, Ste 2100 Walnut Creek, California 9459

EXHIBIT A
FORM QUOTE



Quote

Torrance County Fire Department (copy)

Torrance County Fire Department
205 South 9th Street, 48
Estancia, NM 87016
United States

Tablet Command, Inc.
822 Hartz Way
Suite 235
Danville, CA 94526
United States

Felicia Mahan
fmahan@tcnm.us
505-985-0138

Sales Person:
Thom Woodward
thom@tabletcommand.com
877-998-2639

Quote created: July 8, 2024
Quote expires: August 31, 2024

Total \$2,995.00

Products & Services

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

Total	\$2,995.00
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Comments

Purchase terms

Net 30

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of the Agreement, the Company will maintain in force no less than the insurance coverages set forth as follows:

General Liability

General Aggregate:	\$4,000,000
Each Occurrence:	\$2,000,000
Products/Completed Operations Aggregate:	\$4,000,000
Personal & Advertising Injury:	\$4,000,000
Damage to Rented Premises:	\$250,000
Medical Expenses (Any one person):	\$10,000

Automobile Liability

Hired/Non-Owned:	\$4,000,000
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Errors & Omissions

General Aggregate:	\$4,000,000
Per Claim:	\$2,000,000
Per Occurrence:	\$2,000,000

Cyber Liability

General Aggregate:	\$4,000,000
Each Occurrence:	\$2,000,000



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 C

Grant Position Job Description

James Winham <jwinham@tcnm.us>

Sun 01-Sep-24 17:48

To: Tracy Sedillo <TSedillo@tcnm.us>

Cc: Hanna Sanchez <hsanchez@tcnm.us>; Rochelle Wallace <rwallace@tcnm.us>

📎 1 attachments (37 KB)

DCT Position TCFRV1 DEH edits.docx;

Please see the attached job description for the Division Chief of Training. The position is funded from the recently awarded grant, (it is one of the new full-time positions). The salary is well within the funds. We will see a significant return on investment as the ISO training requirements are not being met by the Battalion Chiefs.

The position is responsible for all fire and EMS training for the entire department and will also function as a quick response paramedic response member or fill in for open shifts on suppression and EMS when necessary.

Additionally, we will be able to conduct on-site FF1 and 2 training, saving on travel costs and lost time.

We can also provide on-site EMR through paramedic courses to our members.

I believe I just need your approval prior to next steps.

Thank you.

James Winham, BSN, NRP-T
Fire Chief

Torrance County Fire Rescue

Cell: 505.712.8024

Email: jwinham@tcnm.us

www.torrancecountynm.org



"PRIDE, HONOR, SERVICE"



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0.00.00 Position Summary

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

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

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

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

3.03.02 Fundamental Duties and Ancillary Responsibilities:

Fundamental Job Duties:



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



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



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



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

Ancillary Job Responsibilities:



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



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0.03000 Qualifications:

Essential Knowledge, Skills and Abilities:

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



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



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17. Ability to operate, maneuver, and/or provide simple but continuous adjustments on equipment, machinery, or tools related to the presentation of public training and education programs such as computer, audio-visual equipment, or visual props.
 18. Ability to safely perform as a firefighter, fire officer, or emergency responder on emergency incidents.
 19. Ability to coordinate eyes, hands, and limbs on performing coordinated movements such firefighting evolutions.
 20. Ability to complete tasks involving the capacity to exert heavy physical effort which involves lifting, carrying, pushing, and pulling weighted objects weighing 50 to 200 pounds.
 21. Ability to recognize and identify similarities or differences between colors, shapes, and sounds associated with job-related tasks.
 22. Ability to work under conditions where exposure to environmental factors may cause discomfort and poses a limited risk of injury.
 23. Ability to work in an emergency environment which may include inclement weather and conditions in the performance of job duties.
- A. **Minimum Training and Experience:**
Such training as may have been gained through participation in fire prevention, suppression, rescue, Emergency Medical First Responder/Transport, public fire and life safety education, and administrative courses, and a minimum of five years of verifiable fire service experience as a Fire Officer.
- B. **Special Requirements:**



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

C. Refresher Training Requirements:

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

D. Non-Discrimination:

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



POSITION DESCRIPTION Division Chief of Training

Torrance County Fire Rescue
Administrative Operating Guidelines
Page 11 of 11

August 2024
Section TBD
Last Revised 08/24

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

0.00.00 Confidentiality:

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



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 D



Unauthorized/Non-Conforming Purchase Notice

Date: 9/12/2024

Department: Fire

Employee: James Winham

Purchase Amount: \$51.78

Date of Purchase: 09/03/2024

Vendor: Darrell Fixler (Harbor Freight)

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):

Chief Winham authorized Darrell Fixler to purchase wrap for moving and hose nozzles from Harbor Freight, without obtaining a purchase order for reimbursement. He overlooked the policy which indicates any purchases need to go through a purchase order approval.

Hanna Dasey
Department Head Signature

For Finance Use Only			
Purchase reviewed by Finance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date reviewed: <u>9/17/24</u>	Initials: <u>[Signature]</u>
Line Item: <u>413-091-2248</u>	Funds available in budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Procurement Code followed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	TC Policy followed	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Payment Approved Denied

Commission Signature

Date

HARBOR FREIGHT

EDGEWOOD NM #03347
5 Linnie Court
Edgewood, NM 87015
Telephone: (505) 926-5910

SALE

Customer Name: Darrell Fixler
Customer Number: 999029795937

58332 18IN X 1470FT STRETCH WRAP \$29.99
62470 SUPER DELUXE HOSE NOZZLE \$8.99
62470 SUPER DELUXE HOSE NOZZLE \$8.99

Subtotal \$47.97
Sales Tax 7.937% \$3.81
Total \$51.78

Visa \$51.78

Card No. XXXXXXXXXXXX2335
Expiration Date XX/XX
Auth. No. 04224B
CAPITAL ONE VISA

Chip Read
Signature Verified
Mode: Issuer
AID: A0000000031010
TVR: 000008000
IAD: 06010A0360A002
TSI: F800
ARC: 00

Please Retain for Your Records

Store: 03347 Reg: 02 Tran: 167191
Date: 9/3/2024 11:01:45 AM Asoc: XXXXXX
Ticket: 02167191

Item(s) Sold: 3
Item(s) Returned: 0

Annaliese served you today.
Thank you for shopping at
EDGEWOOD NM #03347

Proof of Purchase Required for Returns/
Exchanges Within 90 Days of Purchase.

GET EXCLUSIVE DEALS

Sign up today at HarborFreight.com/email
or Text TOOLS to 34648





TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 E



Unauthorized/Non-Conforming Purchase Notice

Date: 9/12/2024

Department: Fire

Employee: James Winham

Purchase Amount: \$170.55

Date of Purchase: 08/29/2024

Vendor: Randi Devers (TLC Uniforms)

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):

Chief Winham authorized Randi Devers to purchase uniform items (shirt and patches excludes tea) from TLC uniforms, without obtaining purchase order for reimbursement. He overlooked the policy which indicates any purchases need to go through a purchase order approval.

Haris Danchy
Department Head Signature

For Finance Use Only					
Purchase reviewed by Finance?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Date reviewed:	<u>9/17/24</u>	Initials: <u><i>RD</i></u>
Line Item:	<u>416-083-2236</u>		Funds available in budget?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Procurement Code followed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	TC Policy followed	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Payment Approved Denied

Commission Signature

Date

TLC UNIFORMS
925 SECOND ST NW
ALBUQUERQUE NM 87102

Phone : (505) 247-8900
Fax : (505) 247-8999

R e c e i p t
Reg 3

VISA
RANDY DEVERS
3343122916

Invoice # 280831 Date: Aug 29, 2024
PO# Sales Rep RD Time 4:59 PM

Item/Description	Amt
Z3314-16	
SHIRT NAVY S/S #Z3314-16	
2.0@ 67.9900	135.98
C 14	
FLAG PATCH	
1.0@ 5.9900	5.99
APS	
PATCH SEW	
4.0@ 4.0000	16.00
FLAG ON RIGHT	
1.0 0.0000	0.00
1 FLAG PATCH HIS	
1.0 0.0000	0.00
ARIZONA	
DRINK ARIZONA TEA 15.5OZ	
4.0@ 1.7500	7.00

Sub-Total	:	164.97
Tax	:	12.58
Net Due	:	177.55
Amt. Paid	:	177.55
Balance Due:		0.00

VISA

Signature: _____

Phone: _____

THANK YOU AND HAVE A NICE DAY
ALL CLAIMS AND RETURNED GOODS MUST BE
ACCOMPANIED BY THIS RECEIPT WITHIN 30
DAYS. ITEMS NOT RETURNABLE IF WASHED,
WORN, ALTERED, OR CUSTOMIZED UNLESS
DEFECTIVE



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 F

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND TORRANCE COUNTY**

THIS AMENDMENT NO. 1 is made and entered into by and between the State of New Mexico Energy, Minerals and Natural Resources Department (EMNRD) and Torrance County (County).

WHEREAS, the parties have previously made an Agreement effective January 24, 2020.

WHEREAS, Section 14 thereof provides that the original Agreement shall not be amended except by written instrument executed by the parties, and

WHEREAS, the parties now agree that it is in their mutual interest to amend their previously made Agreement.

NOW, THEREFORE, THE PARTIES DO AGREE TO AMEND their previous Agreement by this **AMENDMENT NO. 1** as follows:

1. The sixth Whereas is deleted in its entirety and replaced with the following:

"**WHEREAS**, DOE has agreed to provide funds to off-set costs associated with a hazardous materials response to a WIPP transportation event, of which up to \$40,000.00 is allocated under this MOA for the Torrance County Office of Emergency Management.

2. Section 1, paragraph B), is deleted in its entirety and replaced with the following:

"B provide management of the funds allocated under the Approved Budget to be provided to the County and to be used by the Torrance County Office of Emergency Management and reimburse the County for costs incurred under this MOA in an amount not to exceed forty thousand dollars (\$40,000.00), including New Mexico Governmental Gross Receipts Taxes, if applicable, and any travel necessary, for each fiscal year this MOA is in effect, subject to expected approval of the appropriate budget amounts when EMNRD submits its budget to DOE each fiscal year. Upon notification by EMNRD of available Fiscal Year funding, the County and EMNRD shall jointly develop projects that enhance the response to a WIPP transportation event;"

3. Section 2, paragraph C)5), is deleted in its entirety and replaced with the

following:

"5) demonstrate proficiency as it pertains to hazardous materials emergency response through mutually agreed upon participation in drills or exercises conducted by the Task Force. Funds allocated under this MOA may be used to support the local jurisdiction in preparation of and during Task Force training, drills and exercises."

4. All other terms and conditions of the parties' original Agreement shall remain the same.

5. This **Amendment No. 1** becomes effective on EMNRD's signature.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By: _____
Cabinet Secretary or Designee

Date: _____

TORRANCE COUNTY

By: _____
Authorized Representative Signature

Date: _____

Printed Name and Title

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND TORRANCE COUNTY**

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD) and Torrance County (County).

WHEREAS, EMNRD is responsible for providing staff support to the New Mexico Radioactive Waste Consultation Task Force (Task Force) authorized pursuant to NMSA 1978, § 74-4A-1 through 74-4A-14;

WHEREAS, the U.S. Department of Energy (DOE) has entered into a Cooperative Agreement with EMNRD to implement the Waste Isolation Pilot Plant (WIPP) transportation safety program;

WHEREAS, EMNRD is responsible for management of funds provided under the Cooperative Agreement DE-EM0004167 (Cooperative Agreement) (Attachment 1) between the State of New Mexico and the U.S. Department of Energy Carlsbad Field Office (DOE-CBFO);

WHEREAS, EMNRD is responsible for meeting the requirements of DOE's Special Terms and Conditions for Financial Assistance Awards (Special Terms and Conditions) (Attachment 2);

WHEREAS, in the approved budget (Approved Budget) (Attachment 3) of the Cooperative Agreement between the State of New Mexico and DOE, EMNRD is provided funding to assure that appropriate emergency response personnel in state, local, and tribal governments and emergency response organizations along the New Mexico WIPP routes are properly and adequately equipped to safely and effectively respond to, abate and control, and assist in the mitigation of a WIPP transportation emergency;

WHEREAS, DOE has agreed to provide funds to off-set costs associated with a hazardous materials response to a WIPP transportation event, of which up to \$7,000.00 is allocated under this MOA for the Torrance County Office of Emergency Management;

WHEREAS, the County does not have an existing mechanism to receive funding from DOE;

WHEREAS, the purpose of this MOA is to provide the County access to the funds provided under the Cooperative Agreement;

WHEREAS, EMNRD seeks to use its experience in oversight of the Cooperative Agreement to support management of those funds provided within the Approved Budget; and

WHEREAS, EMNRD and the County desire to enter into this Agreement for administrative efficiency so that the funds can be expended through a single program;

NOW, THEREFORE, THE PARTIES AGREE as follows:

1. EMNRD shall:

A) provide the County with a statement of annual funding prior to June 1 of each state Fiscal Year;

B) provide management of the funds allocated under the Approved Budget to be provided to the County and to be used by the County Office of Emergency Management and reimburse the County for costs incurred under this MOA in an amount not to exceed seven thousand dollars (\$7,000.00), including New Mexico Governmental Gross Receipts Taxes, if applicable, and any travel necessary, for each fiscal year this MOA is in effect, subject to expected approval of the appropriate budget amounts when EMNRD submits its budget to DOE each fiscal year. Upon notification by EMNRD of available Fiscal Year funding, the County and EMNRD shall jointly develop projects that enhance the response to a WIPP transportation event;

C) reimburse the County quarterly, for expenses arising from the MOA in accordance with the Cost Principles for Local Governments located in 2 Code of Federal Regulations (C.F.R.) 200;

D) render assistance in the development of a hazardous materials and radiological response program;

E) determine if the County's project justifications and workplans are sufficient to enhance the response capability as it relates to a WIPP transportation event prior to project start, and review proposed expenditures for funding eligibility;

F) review quarterly progress reports as required under the Special Terms and Conditions; and

G) provide quarterly progress and financial reports to the DOE.

2. The County shall:

A) comply with the established rules and regulations in the Cooperative Agreement;

B) submit in writing to EMNRD WIPP program staff a project justification for approval on each project, and have written approval prior to expending

any funds within this MOA to include all equipment purchases, proposed travel, and training-related expenses;

C) successfully implement, in all respects, the activities outlined below:

1) develop and implement a County-wide hazardous materials emergency response training program, including response protocols (to include fire fighters, emergency medical service providers, law enforcement officers, dispatchers, emergency managers, and volunteers, and others as appropriate) that enhances the response capability of emergency responders as it pertains to hazardous materials without negatively impacting other areas of response training;

2) use funds to provide OSHA 29 C.F.R. 1910.120 (Attachment 4) compliant awareness level training for personnel that may come upon an incident while performing their normal duties; OSHA 29 C.F.R. 1910.120 compliant operations level training for responders who will likely respond to an incident to take defensive actions to protect nearby persons, property, or the environment;

3) provide training on instruction on the State Hazardous Materials Emergency Response Plan (Attachment 5) and emergency response as it applies to an incident involving a WIPP shipment;

4) use funds for training-related expenses that enhance the WIPP transportation safety program, including course tuition, course materials, training aids, travel and per diem for fire services related activity, and instructor fees that are incurred for the purpose of enhancing its hazardous materials emergency response capability;

5) demonstrate proficiency as it pertains to hazardous materials emergency response through mutually agreed upon participation in drills or exercises conducted by the Task Force. Funds allocated under this MOA may be used to support the local jurisdiction in preparation of and during Task Force training and exercises. Such expenses intended for WIPP training, drills, and exercises will be to the County Emergency Manager by the Department of Homeland Security and Emergency Management (DHSEM) through a separate agreement between DHSEM and the County.

6) submit detailed statements accounting for all services performed, goods obtained, and expenses incurred to EMNRD for reimbursement. If EMNRD finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from the County that payment is requested, and (ii) all supporting documentation, EMNRD shall provide the County a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps the County may take to provide remedial action. Upon EMNRD's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, EMNRD shall tender payment to the County within 30 days after the date of acceptance. If payment is made by mail, the

payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein;

7) provide written quarterly project performance reports to EMNRD in accordance with the Cooperative Agreement, beginning with the first report due September 30, 2019 and on the last day of the month ending the quarter thereafter throughout the duration of this MOA, and until the completion of all projects, and all funds are expended in the approved Fiscal Year;

8) provide written quarterly financial reports on the projects to EMNRD with the first report due September 30, 2019 and on the last day of the month ending the quarter thereafter throughout the duration of this MOA, and until the completion of all projects, and all funds are expended in the approved fiscal year;

9) pay all costs of the project(s) over the amount set forth in this MOA;
and

10) maintain all equipment within the emergency management organization for which it was purchased. The County may only transfer equipment purchased under this MOA upon EMNRD's written approval to a fire service organization that has an MOA with EMNRD for this funding.

4. **Term:** This MOA becomes effective on EMNRD's signature and shall be ongoing, unless terminated earlier pursuant to Section 5, Termination, or Section 6, Appropriations, below.

5. **Termination:** Either party may terminate this MOA upon written notice delivered to the other at least 15 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

6. **Appropriations:** This MOA's terms are contingent upon the New Mexico Legislature, County Council, and DOE granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, either party may terminate this MOA, or in the alternative suspend performance pending approval of sufficient appropriation or authorization upon written notice from one party to the other. Either party's decision as to whether sufficient appropriations are available shall be final, binding and accepted by the other.

7. **Subcontracting:** Contractor shall not subcontract any portion of the services it performs under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval.

A. Contractor is required to provide EMNRD with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received and methods to select each subcontractor

B. Any subcontract shall include provisions necessary to allow Contractor to meet its obligations and requirements under this Agreement.

8. **Strict Accountability for Receipts and Disbursements:**

A. The County shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EMNRD, the Department of Finance and Administration, the New Mexico State Auditor, and DOE upon request, and shall maintain all such records for six years after the funding for each project has expired or has been terminated.

B. If the County receives \$750,000 or more in federal funding from all sources in the aggregate in a fiscal year, County's financial records involving services and procurement under this MOA shall be audited annually pursuant to all federal, state and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. Contractors who do not meet the \$750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. In order to comply with state audit requirements, County shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. County shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

9. **Disposition, Division, or Distribution of Property; Return of Surplus Funds:** Upon expiration or termination of this MOA, if either party has property or funds in its possession belonging to the other, it shall return the property or funds in proportion to the parties' original contribution.

10. **Equal Opportunity Compliance:** The County agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance

with all such laws of the State of New Mexico, the County 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, 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 the County is found not to be in compliance with these requirements during the life of this MOA, the County agrees to take appropriate steps to correct these deficiencies.

11. **Compliance with Funding Source Conditions:** the County shall comply with all applicable state and federal statutes and rules and regulations the funding source imposes.

12. **Insurance Coverage:** By signing this MOA, Contractor certifies that activities described in Section 1 above are covered by insurance as specified within this Section, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party. County shall maintain continuous insurance coverage as specified below of the activities described in Section 1 above so long as this MOA is in effect. Failure to maintain such coverage is reason for this MOA's immediate termination. County shall notify EMNRD prior to cancellation or expiration of any insurance required under this MOA.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Workers' Compensation Act, NMSA 1978, § 52-1-1, *et seq.*, if applicable. If County fails to comply with the Workers' Compensation Act and applicable rules when required to do so, EMNRD may terminate this MOA.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

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

14. **Amendment:** This MOA shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By: 
Cabinet Secretary or Designee

Date: 1/24/20

TORRANCE COUNTY

By: 
Authorized Representative Signature

Date: 12/11/19

Wayne A. Johnson, County Manager
Printed Name and Title



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 G

NON-PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into this 25th day September, 2024, by and between
Torrance County, New Mexico (hereinafter referred to as "COUNTY"), and Hayley Encinias,
hereinafter referred to "Contractor".

WHEREAS, the County is in need of nonprofessional services relative to administrative assistant services for the Torrance County Fair Board; and

WHEREAS, the Torrance County Fair Board has deemed Hayley Encinias as qualified to provide such service; and

WHEREAS, The County desires to engage Hayley Encinias, to render certain services in connection therewith, and Hailey Encinias is willing to provide such services;

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree to as follows:

1. **SCOPE OF SERVICES:** The Contractor shall provide administrative assistant services to the Torrance County Fair Board. Specific duties are outlined in Attachment I.
2. **COMPENSATION AND METHOD OF PAYMENT:** For performing the specified services, the County shall pay to the Contractor \$500 per month (excluding NM GRT), for twelve (12) months of services within the term of this contract. Payment under this contract shall be made each month upon receipt of a valid invoice. Payment will be no later than the 15th of each month for the previous month's services.
3. **CONFLICT OF INTEREST:** No officer, employee, or agent of Torrance County who exercises any function or responsibility in connection with the services provided pursuant to this agreement, or any other person who exercise any function or responsibility hereunder, shall have any personal financial interest, direct or indirect, in this agreement.
4. **INDEPENDENT CONTRACTOR:** Contractor and its agents, employees, and consultants are independent contractors performing nonprofessional services to the County and are not employees of the County. It is the intent of the parties that no employment relationship is created by this agreement.
5. **TERM:** This Contract shall be effective September 25, 2024 to September 24, 2025.

6. **TERMINATION:** This Agreement may be terminated by either party within thirty (30) days written notice:

7. **MERGER:** This Agreement incorporates and merges all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof. No prior agreements or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this agreement.

8. **GOVERNING:** This Agreement shall be governed and interpreted according to the laws of the State of New Mexico.

9. **BRIBES, GRATUITIES AND KICKBACKS PROHIBITED:** Bribes, gratuities and kickbacks are expressly prohibited. This contract incorporates by reference, as is fully stated herein, the applicable criminal laws prohibiting bribes, gratuities and kickbacks as required by NMSA 1978, § 13-1-191.

10. **NOTICE:** Official notices concerning this Contract shall be directed to the following authorized representatives:

CONTRACTOR:

Name: Hayley Encinias

Address: 15 Tierra Linda, Edgewood, NM 87015

COUNTY:

Name:

Title: County Manager

Address: PO Box 48, 205 9th Street, Estancia, NM 87016

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement as of the date of the last signature.

TORRANCE COUNTY

By: _____

Date: _____

CONTRACTOR:

By: _____

Date: _____

Attachment 1
Administrative Assistant Duties

1. Submit agenda to Fair Board.
2. Ensure agenda is posted on website.
3. Keep accurate minutes of all meetings and post within one week of meeting.
4. Prepare correspondence per board.
5. Follow Torrance County purchasing policy when preparing requisitions, accounts payable forms, etc.
6. Prepare contracts as necessary.
7. Become proficient with fair software.
8. Create spreadsheets as needed per board.
9. Attend tag ins.
10. Compile data for county fair class breaks and classes.
11. Compile sale sheet.
12. Be present during entire fair.
13. Be able to work all shows and rodeo as bookkeeper.
14. Assist Torrance County Treasurer during fair auction.
15. Compile data post sale for payment purpose.
16. Assist with editing fair book.
17. Perform other duties as assigned by Fair Board.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 H

Amendment No. 1

PROFESSIONAL SERVICES CONTRACT Estancia Valley Youth & Family Council (EYVFC) GIRLS CIRCLE SERVICES IN THE ESTANCIA VALLEY

THIS AMENDMENT is entered by and between the County of Torrance, hereinafter referred to as "County," and Jessica Love, hereinafter referred to as the "Subcontractor."

1. Subcontractor agrees she shall abide by the budget established by the New Mexico Children, Youth and Families Department, hereinafter referred to as "CYFD," within the Continuum of Graduated Sanctions Agreement No. 25-690-3000-79641 and any approved Budget Adjustment Requests, between CYFD and the County, and as described in "RFP TC-FY24-02 Girls Circle Facilitator," hereinafter referred to as "Agreement."
2. **Section 3. Limitation of Cost and Compensation** of this Agreement is hereby amended to delete the current language and insert in lieu thereof the following:

"3. Limitation of Cost and Compensation

A. The total amount made payable to the Subcontractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed ninety-four thousand, two hundred, and zero cents [\$94,200 (\$200 per session x 471 sessions)] for any fiscal year period and as approved by CYFD in Agreement No. 25-690-3000-79641. The Annual budget is attached hereto as "Attachment 2 - Budget" and incorporated herein by reference. Payments shall only be made as outlined in "Attachment 2 - Budget." This amount is a maximum and not a guarantee that the work assigned to the Subcontractor under this Agreement to be performed shall equal the amount stated herein.

3. **Attachment 2 - Budget** of this Agreement is hereby amended to delete the current language and amounts, and insert in lieu thereof the following:

Attachment 2 - Budget

Torrance County

\$200 per session x 471 sessions Projected 125 youth served.	\$94,200.00
TOTAL ANNUAL PROGRAM BUDGET	\$94,200.00

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures below:

By: _____ Date: _____
Subcontractor

Printed Name: Jessica Love
Address: 74 High Vista Ct; Moriarty, NM 87035

By: _____ Date: _____
Torrance County

Printed Name:
Address: 205 S Ninth Street; Estancia, NM 87016

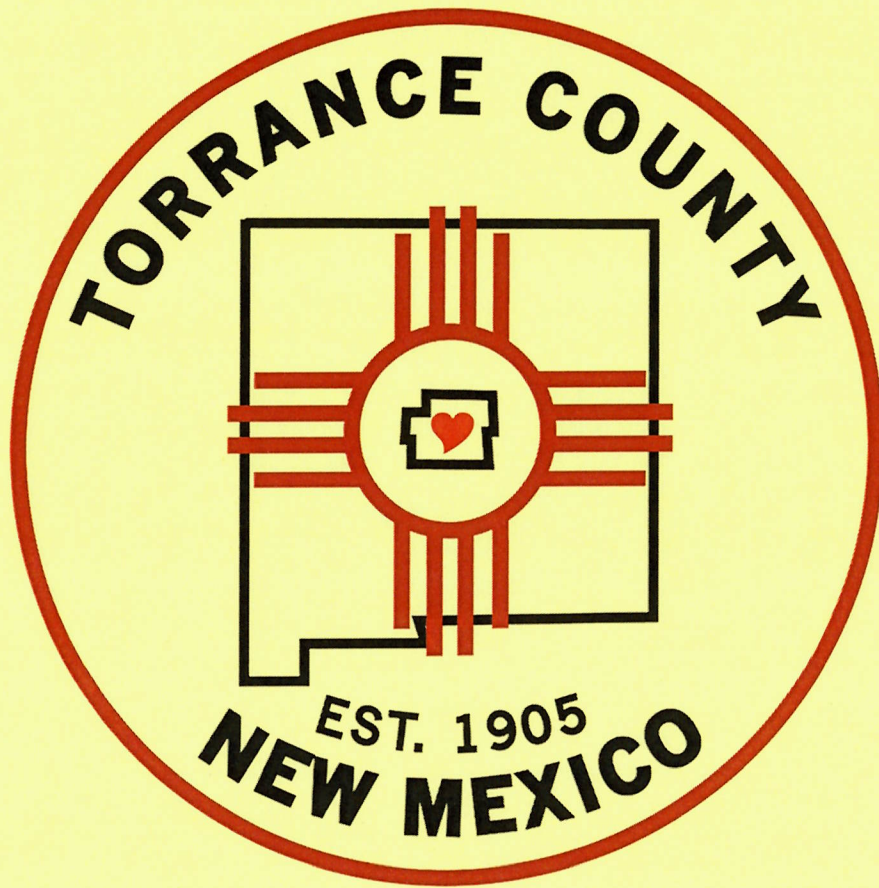
Approved as to form:

By: _____ Date: _____
Torrance County Attorney

Printed Name: Michael I. Garcia
Address: 6121 Indian School Road, NE, Suite 202; Albuquerque, NM 87110

JJAC Grant Application Fee Schedule for FY25-27

JJAC Service	Unit of Measure	Payment Rate
Coordinator	Per contract deliverables (hours worked on JJAC)	up to \$33.00
Travel Per Diem	Max is \$159.00 per diem per night which includes room, meals and tips for 3 overnight stays (2 Board Meetings and 1 Training + mileage closest to your location) San Miguel, Lincoln, Sandoval and Taos, and training in Santa Fe	\$159.00 overnight
Travel Mileage	Based on NMDOT Map Mileage Chart (2 Board Meetings and 1 Training + mileage closest to your location) San Miguel, Lincoln, Sandoval and Taos, and training in Santa Fe	Currently at .48 per mile
Youth Sub-Committee	\$40.00 per meeting stipend	\$480.00
Program Support 15%	Unit of Local Government for Program Support of the Grant	15% of monthly invoices
Assessment and Intake	per youth	\$75.00
Attendance in Court	per hour	\$50.00
Girls Circle/Boys Council (2 or more youth)	per session	\$200.00
Case Management	per hour	\$50.00
Classes (established)	per class	\$200.00
Client Support	per hour	\$50.00
Discharge Plan	per youth	\$100.00
Family Support	per hour	\$50.00
Final Client Report	per youth	\$100.00
Follow Up	per youth	\$40.00
Home and Jail Visit		
Home	per visit	\$50.00
Jail	per visit	\$50.00
Learning Lab (in school)	per day	\$225.00
Day Reporting (off school grounds)	per day	\$300.00
Life Skills		
Group (2 or more youth)	per session	\$200.00
Programming	per hour	\$40.00
Mentoring/Tutoring		
Group (2 or more youth)	per session	\$60.00



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 I

Amendment No. 1

PROFESSIONAL SERVICES CONTRACT Estancia Valley Youth & Family Council (EVYFC) BOYS COUNCIL SERVICES IN THE ESTANCIA VALLEY

THIS AMENDMENT is entered by and between the County of Torrance, hereinafter referred to as "County," and Sterling Donner, hereinafter referred to as the "Subcontractor."

1. Subcontractor agrees she shall abide by the budget established by the New Mexico Children, Youth and Families Department, hereinafter referred to as "CYFD," within the Continuum of Graduated Sanctions Agreement No. 25-690-3000-79641 and any approved Budget Adjustment Requests, between CYFD and the County, and as described in "RFP TC-FY24-03 Girls Circle Facilitator," hereinafter referred to as "Agreement."
2. **Section 3. Limitation of Cost and Compensation** of this Agreement is hereby amended to delete the current language and insert in lieu thereof the following:

"3. Limitation of Cost and Compensation

A. The total amount made payable to the Subcontractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed seventy-nine, six hundred, and zero cents [\$79,600 (\$200 per session x 398 sessions)] for any fiscal year period and as approved by CYFD in Agreement No. 25-690-3000-79641. The Annual budget is attached hereto as "Attachment 2 - Budget" and incorporated herein by reference. Payments shall only be made as outlined in "Attachment 2 - Budget." This amount is a maximum and not a guarantee that the work assigned to the Subcontractor under this Agreement to be performed shall equal the amount stated herein.

3. **Attachment 2 - Budget** of this Agreement is hereby amended to delete the current language and amounts, and insert in lieu thereof the following:

Attachment 2 - Budget

Torrance County

\$200 per session x 398 sessions Projected 125 youth served.	\$79,600.00
TOTAL ANNUAL PROGRAM BUDGET	\$79,600.00

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures below:

By: _____ Date: _____
Subcontractor

Printed Name: Jessica Love
Address: 20 Camino Cerritos; Edgewood, NM 87015

By: _____ Date: _____
Torrance County

Printed Name:
Address: 205 S Ninth Street; Estancia, NM 87016

Approved as to form:

By: _____ Date: _____
Torrance County Attorney

Printed Name: Michael I. Garcia
Address: 6121 Indian School Road, NE, Suite 202; Albuquerque, NM 87110

JJAC Grant Application Fee Schedule for FY25-27

JJAC Service	Unit of Measure	Payment Rate
Coordinator	Per contract deliverables (hours worked on JJAC)	up to \$33.00
Travel Per Diem	Max is \$159.00 per diem per night which includes room, meals and tips for 3 overnight stays (2 Board Meetings and 1 Training + mileage closest to your location) San Miguel, Lincoln, Sandoval and Taos, and training in Santa Fe	\$159.00 overnight
Travel Mileage	Based on NMDOT Map Mileage Chart (2 Board Meetings and 1 Training + mileage closest to your location) San Miguel, Lincoln, Sandoval and Taos, and training in Santa Fe	Currently at .48 per mile
Youth Sub-Committee	\$40.00 per meeting stipend	\$480.00
Program Support 15%	Unit of Local Government for Program Support of the Grant	15% of monthly invoices
Assessment and Intake	per youth	\$75.00
Attendance in Court	per hour	\$50.00
Girls Circle/Boys Council (2 or more youth)	per session	\$200.00
Case Management	per hour	\$50.00
Classes (established)	per class	\$200.00
Client Support	per hour	\$50.00
Discharge Plan	per youth	\$100.00
Family Support	per hour	\$50.00
Final Client Report	per youth	\$100.00
Follow Up	per youth	\$40.00
Home and Jail Visit		
Home	per visit	\$50.00
Jail	per visit	\$50.00
Learning Lab (in school)	per day	\$225.00
Day Reporting (off school grounds)	per day	\$300.00
Life Skills		
Group (2 or more youth)	per session	\$200.00
Programming	per hour	\$40.00
Mentoring/Tutoring		
Group (2 or more youth)	per session	\$60.00



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 12 J



Torrance County Grant Review Form

Meeting Date 9/18/2024

Be prepared to discuss all items below with the Grants Committee.

Committee Action			
Approved <input type="checkbox"/>	Approved with Conditions <input type="checkbox"/>	Not Approved <input type="checkbox"/>	
Conditions to be Met			
Grant Name	Institution for Responsive Government Grant	Agreement Number	JRG-99699
Amount Awarded	\$ 18,000.00 -	Match Amount	\$NONE -
Reason for Grant Committee Review	Application Approval	Award Acceptance	Grant Term
	New <input type="checkbox"/> Renewal <input type="checkbox"/>	New <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Renewal <input type="checkbox"/>	PRESENT - MAY 30, 2024
Requesting Department:	CLERK - ELECTIONS	Funding Department	ELECTIONS
Type of Grant	Reimbursement <input type="checkbox"/>	Disbursement <input type="checkbox"/>	Pass Through <input type="checkbox"/>
Funding Type If other, please explain.	State <input type="checkbox"/> Federal <input type="checkbox"/> Private <input checked="" type="checkbox"/> Other <input type="checkbox"/>	INSTITUTE FOR RESPONSIVE GOVERNMENT, A NON PARTISAN NONPROFIT ORGANIZATION, TAX EXEMPT UNDER INTERNAL REVENUE CODE 501 C 3	
Program/Project Summary <small>(include specific deliverables. i.e., 55 hours of staff training, 50 youth through Teen Court, 2 miles of road paved, 15 deputies paid, etc.)</small>	ALL ELECTION RELATED MATERIALS, SUPPLIES, PROGRAMING, PERSONNEL, FACILITIES PLANNING AND OPERATING SECURE, EFFICIENT AND ACCESSIBLE ELECTION ADMINISTRATION		
Program/Project Budget Summary	\$18,000.00 (PLANNING STAGE)		
Impact of Funding			
Committee Notes			



Torrance County Grant Review Form

Reporting Information What documents are required for reporting? (i.e., funder generated form, payment packets, paychecks, employee salary and benefit reports, program reports, etc.)	Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other <input checked="" type="checkbox"/>	How are reports submitted?	Email <input checked="" type="checkbox"/> Online Platform <input type="checkbox"/> Other <input type="checkbox"/>
Funding Agency Contact Information	ELECTRONIC CORRESPONDANCE - SEE APPLICATION		

External Compliance with Funding Agencies			
Is your department up to date with reporting of all your current grants?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Has your department been non-compliant with any reporting, or other items in the last year?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	

Internal Compliance with Grants Policy and Procedure			
Has your department submitted all required items to the Grants Department for current grants?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Has your department been non-compliant with any portion of the Grants Policy in the last year?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	

Legal Requirements			
Are there any additional legal requirements for this grant? If yes, please explain.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

Finance and Planning			
Will this grant require new contracts?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Will this grant require a change to existing contracts/vendors?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Will this grant require a budget change before the Commission?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Is this project in the ICIP or other County plan?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Does this project/program currently have pending grant applications or other funding sources?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>

Agenda Request Form	Date Submitted	Commission Meeting Date	
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Commission Action	Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Deferred <input type="checkbox"/> Changes <input type="checkbox"/>	Resolution #	
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Comments or Concerns	
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Line Item Request	Date Submitted	Line Item Numbers Created	Date
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County Manager's Office	Treasurer's Office	Requesting Department
Finance Office	Chief Procurement Officer	Grants Administrator

Institute for Responsive Government

Saturday, September 7, 2024

IRG1-69699
Saturday, September 7, 2024
Torrance County, New Mexico

Dear Torrance County Clerk Linda Jaramillo,

I'm pleased to inform you that the Institute for Responsive Government ("Responsive Gov"), a nonpartisan, nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award the **Torrance County Clerk's Office** ("Grantee") a grant to support its nonpartisan work planning and operationalizing secure, efficient, and accessible election administration. We based this decision on the information and materials provided in the **Torrance County Clerk's Office** Grant Application ("Application"), which is incorporated into this Grant Agreement as an Appendix. A copy of the Application has been provided simultaneously with this Grant Agreement for your records.

The following is a description of the grant:

- **Amount of Grant: \$18,000**
- **Public Purpose:** The grant funds must be used exclusively for the nonpartisan public purpose of planning and operationalizing secure, efficient, and accessible election administration in **Torrance County, New Mexico**. Examples of uses that fall within this public purpose include expenditures for the key human, physical, and technological assets that the U.S. Department of Homeland Security has identified as necessary to conduct elections.*

Before Responsive Gov transmits these grant funds, an authorized representative of the **Torrance County Clerk's Office** must sign this agreement ("Grant Agreement"). By signing the Grant Agreement, the **Torrance County Clerk's Office** agrees to comply with all **United States, New Mexico, and Torrance County** laws and regulations, including but not limited to those relating to taxes, gifts, and private funding of elections ("Applicable Laws"), when accepting and using the grant funds. Grantee also agrees to accept and use the funds subject to the terms and conditions below.

By signing this Grant Agreement, you agree and certify the following:

1. The **Torrance County Clerk's Office** is a U.S., state, or local government unit or political subdivision within the meaning of IRC section 170(c)(1). This grant shall be used only for the Public Purpose described above and for no other purposes.
2. The **Torrance County Clerk's Office** is authorized to receive this grant from Responsive Gov, receipt of the grant does not violate any Applicable Laws, and Grantee represents that it has taken all steps, including necessary approvals, required to apply for, accept, and utilize the grant for the Public Purpose set forth above and in the Proposal.
3. Grantee has submitted an Application, which (among other things) sets forth the intended use of grant funds. That Application is incorporated into this Grant Agreement as an Appendix. Grantee shall commence expending this grant for the purposes identified in its Application upon receipt and may use the grant funds for such purposes until May 31, 2025. If Grantee needs to reallocate grant funds between the purposes identified in the Application, Grantee is permitted to do so without any notice to Responsive Gov so long as those purposes are consistent with the Public Purpose described above.
4. If Grantee uses any part of this grant to fund another organization, it will take reasonable steps to

ensure that any grant funds are used consistently with the Public Purpose of this grant and all of the terms and conditions of this Grant Agreement. Grantee further agrees that the grant funds may not be used: (1) to participate in, intervene in, or carry on, directly or indirectly (including the publishing or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office or public referendum; (2) to engage in any effort to induce or encourage violations of law or public policy; (3) to cause any private inurement or improper private benefit to occur; or (4) for any purpose inconsistent with IRC Section 170(c)(2)(B), which relates to charitable, educational, scientific, religious, or literary purposes.

5. The **Torrance County Clerk's Office** shall not share with Responsive Gov—and Responsive Gov will never ask for—non-public or confidential information about your jurisdiction's voters or voting systems.

6. Grantee shall produce a report documenting how this grant has been expended to support its public purpose described above. This report shall be provided to Responsive Gov by June 30, 2025.

7. The purpose of the grant is to supplement the funds available to the **Torrance County Clerk's Office** and not to substitute for previously budgeted funds that would otherwise be provided to Grantee by **Torrance County, New Mexico** but for the grant. You represent and warrant to the best of your knowledge that **Torrance County, New Mexico** does not intend to reduce the **Torrance County Clerk's** budget or fail to appropriate or provide previously budgeted funds to the **Torrance County Clerk's Office** because it has received this grant.

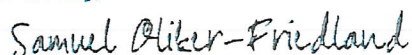
8. Responsive Gov may discontinue, modify, withhold part of, or ask for the return of all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above conditions have not been met, (b) any of the representations or certifications by Grantee are inaccurate, or (c) Responsive Gov must do so to comply with Applicable Laws.

9. The grant term shall be June 1, 2024, through May 31, 2025, and is the period during which covered costs may be applied to this Grant. To request an extension of the grant term, Grantee must provide a written request, including a new requested end date, to Responsive Gov before the end date of the grant term. Grantee must receive an amendment to the Grant Agreement to expend funds beyond the grant term.

10. Beyond the rights and obligations specifically set forth in the Grant Application and this Grant Agreement, Responsive Gov claims no legal right to control or otherwise influence the Grantee's use of any funds provided pursuant to this Grant Agreement. Responsive Gov has no role or involvement in the operation or administration of elections conducted by **Torrance County Clerk** as a result of this Grant Agreement, independent of the provision of the grant itself. Furthermore, it is expressly understood that by making this grant, Responsive Gov neither has or incurs any obligation to provide additional funding to the Grantee.

Please indicate that you accept and agree to these terms and conditions by having an authorized representative of your election jurisdiction sign and certify below. Please return a scanned copy of the signed letter via the link in your email at your earliest convenience. If needed, you may also return it via email at grants@responsivegov.org.

Sincerely,

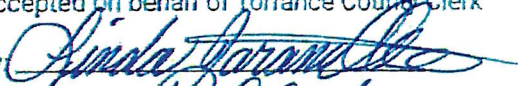


Sam Oliner-Friedland
Executive Director
Institute for Responsive Government

By signing this Grant Agreement, I certify that I am authorized to bind the **Torrance County Clerk's Office** to the terms and conditions of the Grant Agreement and that the **Torrance County Clerk's** shall fully comply with the Grant Agreement including all restrictions on the use of funds.

Accepted on behalf of Torrance County Clerk

By



Title:

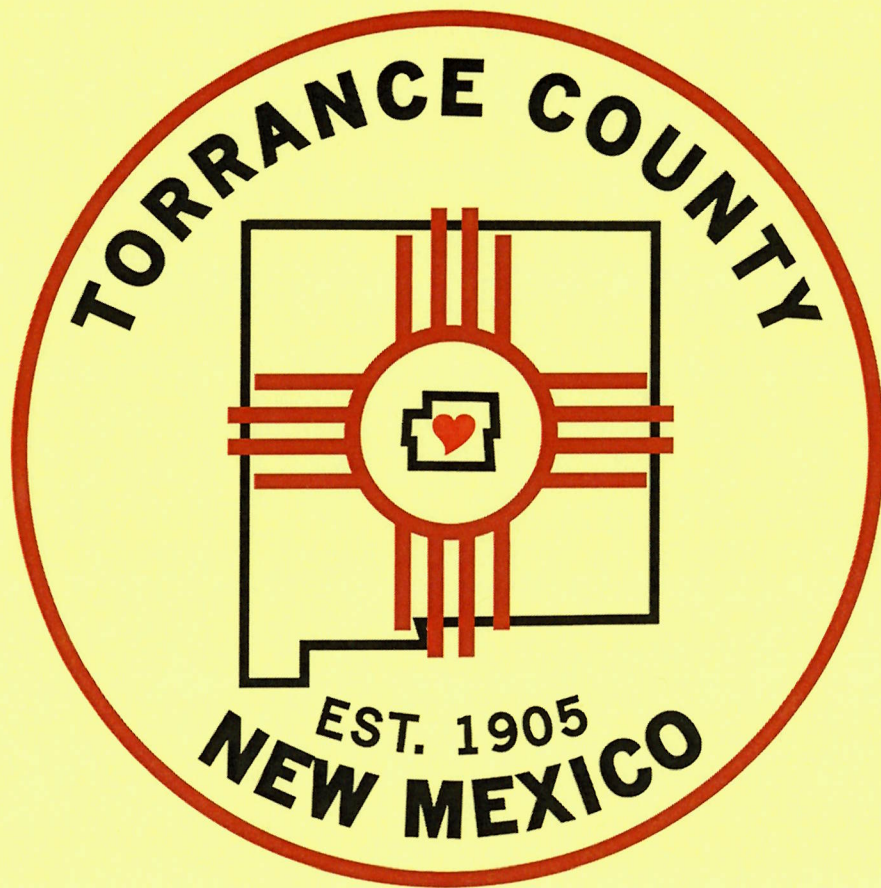
County Clerk

Date:

9/9/2024

APPENDIX: Torrance County, New Mexico *A More Responsive Government 2024 Grant Program* Grant Application Submitted to the Institute for Responsive Government

* See U.S. Department of Homeland Security, Cybersecurity and Infrastructure Security Agency, 2020 Election Infrastructure Subsector-Specific Plan, at 3-4 (2020), available at https://www.cisa.gov/sites/default/files/publications/election_infrastructure_subsector_specific_plan.pdf



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 K

**MEMORANDUM OF AGREEMENT
BETWEEN
NEW MEXICO DEPARTMENT OF HEALTH
AND
TORRANCE COUNTY**

This Memorandum of Agreement (Agreement) is entered into by and between the **New Mexico Department of Health** (Department) and Torrance County (County), collectively referred to as “the Parties” hereinafter.

Whereas, the County houses Department staff necessary to operate the Public Health Office at 300 S. Eighth St. PO Box 107 Estancia, NM 87016 according to the diagram of the premises as shown in Exhibit A, and provides all the building services, utilities (gas, electric, sewer, and water) and maintenance; and,

Whereas, Department provides public access to the Estancia Public Health Office within available funding levels, including but not limited to WIC Program nutrition services, Children's Medical Services, Families First Services, Disease Prevention Services, Health Promotion Services, and Clinical Services Monday through Friday during normal business hours, 8:00 am to 5:00 pm as individual program funding permits, except on state recognized holidays, and provides the necessary state funded staffing such as registered nurse(s), WIC nutritionist(s), CMS social worker(s), and administrative staff in order to execute and enforce the health laws and regulations and provide public health services to the residents of the Estancia/Torrence and surrounding areas as program funding permits, as required pursuant to the Public Health Act, the Department of Health Act and other applicable public health laws.

IT IS AGREED BETWEEN THE PARTIES:

1. PURPOSE

The purpose of this Agreement is to delineate the roles and responsibilities, including fiscal responsibilities, of the New Mexico Department of Health and County in the operation of the Estancia Public Health Office in 300 S. Eighth St. PO Box 107 Estancia, NM 87016.

2. SCOPE OF WORK

A. The County shall perform the following services at the Estancia Public Health Office, located at 300 S. Eighth St. PO Box 107 Estancia, NM 87016.

1. Allow and support Department to provide external signage that is visible from roadway identifying the location of public health services and internal signage directing clients to all Department program services.
2. Provide utilities (electric, sewage, water, gas, etc..) for the Department occupied space.
3. Provide timely snow and ice removal for the parking lot and walkways to ensure safe access to the Estancia Public Health Office at all times.

4. Provide regular building maintenance services, including preventive and repair maintenance to maintain a safe interior environment for clients and staff.
5. Provide adequate heating and cooling regulation for staff and clients as well as for temperature specific ranges required for services, (pharmacy and drug temperature restrictions).
6. Indoor air quality shall be maintained within pertinent ASHRAE, OSHA, and State of New Mexico guidelines.
7. Adequate security measures should be present and maintained including operation and maintenance of alarm systems, if present at location, and door locks to aid in the protection of staff, clients, and physical property.
8. Provide grounds keeping services and maintain a safe exterior for clients and staff.
9. Maintain an effective pest control program so that the Public Health Office is free of pests and rodents.
10. Maintain existing external building and parking lot lighting for client and staff safety.
11. Provide adequate client and staff parking during office hours, including staff and client handicap parking.
12. Permit Department to utilize the Public Health Office for Department-sponsored activities, consistent with the occupancy and uses of the other Public Health Office tenants.
13. Permit Department the use of all common use areas of the Public Health Office.
14. Obtain Department's preliminary input and approval on any proposed building or assigned space modifications that impact Department staff and services including agreements to house additional programs and staff in the Public Health Office.
15. Allow for the Department to access, install and maintain communications service connections in a secure and appropriately conditioned space, which may be co-located with other communications service connections for the Public Health Office.
16. Life Safety- Fire Protection Equipment
 - a. Detection and notification systems (e.g. control panel, smoke detection sensing devices, strobe alarm lights, audible alarm indicating devices, phone line communication module, etc.) shall be inspected annually. Testing and inspection of these systems shall be documented.
 - b. Fire extinguishers shall be inspected and tagged annually by a certified inspector.
 - c. Emergency directional and exit devices (e.g. exit signs, emergency lights, ADA assist equipment, alarm communicators, etc.) shall be inspected at least annually for proper operation.
17. Electrical Systems
 - a. Every electrical panel shall be properly labeled identifying the following: panel identifier, area being serviced by each individual breaker, equipment being serviced by each breaker or disconnect. (Panel Schedule)
 - b. All pull boxes, junction boxes, electrical termination boxes shall have proper covers in place and panels accessible to persons other than maintenance personnel shall remain locked to guard against vandalism or personal injury.
18. Corrective Maintenance
 - a. A work request process shall be defined by the county and made available to the user of the Public Health Office so that minor maintenance problems can be reported and logged promptly by the maintenance department. A log

of all requests shall be maintained indicating the date of the request and the date of completion.

- b. Maintenance requests on the Public Health Office shall be regularly reviewed and addressed in a timely manner.

B. The Department shall perform the following services at the Estancia Public Health Office, located at 300 S. Eighth St. PO Box 107 Estancia, NM 87016.

1. Comply with applicable federal and state law and regulatory provisions concerning the confidentiality of client information, State of New Mexico and Department of Health (Department) policy, rules and regulations concerning provision of client services.
2. Provide external signage that is in accordance to Department regulation and standard template, that is visible from roadway identifying the location of public health services and internal signage directing clients to all Department program services.
3. Maintain safety mats at all entrances to the Public Health Office.
4. Provide independent contractors to supply janitorial services, equipment and necessary supplies for the Public Health Office, including all Department occupied space, to meet sanitation standards.
5. Report any Public Health Office maintenance issues to the County in a timely manner, to allow the County the ability to plan and execute the necessary work via work request process set forth by the County.
6. Provide for office telephone service, including local and long-distance services, fax machine and all Department telecommunication equipment and system maintenance services within the Public Health Office.
7. Provide public access to the services the Department is responsible for pursuant to the applicable public health laws.
8. Provide computer systems and computer internet service. This includes installation of equipment and computer system maintenance within the Public Health Office for Department owned equipment.
9. Provide Department staff with furniture, fixtures, equipment and supplies necessary to provide services.
10. Obtain County preliminary input and approval on any proposed building or assigned space modifications that impact building structure, usage, or operation.
11. Life Safety- Fire Protection Equipment
 - a. Monthly fire extinguishers checks should be performed by a trained individual to ensure fire extinguishers are operational and within code.
 - b. Emergency directional and exit devices (e.g. exit signs, emergency lights, ADA assist equipment, alarm communicators, etc.) shall be inspected at least monthly for proper operation.
12. Electrical Systems
 - a. Maintain a clearance of three feet around all electrical panels.
 - b. Electrical rooms shall not be used for general storage.
13. Department will identify a safety officer that will establish and provide the following:
 - a. Monthly building inspections to identify fire, life safety, and building maintenance and potential safety concerns.

- b. Provide an Emergency Action Plan to include emergency evacuation and disaster recovery, to be reviewed annually.
 - c. Maintain Safety Data Sheets (SDS) identification requirements.
14. Limit its occupancy and use of the facility, except as otherwise provided for and allowed by this Agreement, to the area of the Public Health Office floorplan indicated on the attached Exhibit A.
15. The Department will inform the County of current building contacts to ensure adequate communications and provide updated contacts when changes arise.

3. **ADMINISTERING AGENCY**

The administering agency is the Department.

4. **COMPENSATION**

Parties agree that no compensation shall be paid under this agreement.

5. **PROPERTY**

The parties understand and agree that there will be no property acquired under this agreement.

6. **CLIENT RECORDS AND CONFIDENTIALITY**

The County shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client, when the record is a client record, or the Department.

7. **FUNDS ACCOUNTABILITY**

The parties understand and agree that there will be no funds transferred under this agreement.

8. **LIABILITY**

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended. Up to date versions of both County and Department evidence of coverage shall be provided and kept on file and updated annually.

9. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least one hundred twenty (120) days prior to the intended date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the County if the County becomes unable to perform the services contracted for, as determined by the Department or if, during the term of this Agreement, the County or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the Department. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PARTIE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE OTHER PARTIES DEFAULT/BREACH OF*

THIS AGREEMENT.

10. 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 NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the County acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

11. PERIOD OF AGREEMENT

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on December **31, 2035** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective. The Department shall have the continuing option to extend the term of this agreement in four-year increments during the continued ownership and operation of the facility by the County.

12. NOTICES

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

To the Department:

New Mexico of Health
P.O. Box 26110
1190 St. Francis Drive,
Santa Fe, NM 87502-6110

To the County:

Torrance County
PO Box 48
205 S. Ninth Street
Estancia, NM 87016

IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is upon approval of both parties, whichever is later.

NEW MEXICO DEPARTMENT OF HEALTH

TORRANCE COUNTY

By: _____
Authorized Signature Designee

By: _____
Authorized Signature Designee

Date: _____

Date: _____

Certified for Legal Sufficiency:

By: _____
Department of Health
Assistant General Counsel

By: _____
General Counsel Torrance County

Date: _____

Date: _____

Review for Program Sufficiency:

By: _____
Department of Health Public Health Division Director

Date: _____

By: _____
Department of Health Office of Facility Management

Date: _____

Exhibit A

**300 S. Eighth Street
Estancia, NM 87016**

Insert floorplan here



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 L

2. AMENDMENT/MODIFICATION NO. P00037	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE 70CDCR DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024	7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW Washington DC 20024
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8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) TORRANCE COUNTY OF PO BOX 48 ESTANCIA NM 870160048	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%;">(x)</td> <td>9A. AMENDMENT OF SOLICITATION NO.</td> </tr> <tr> <td></td> <td>9B. DATED (SEE ITEM 11)</td> </tr> <tr> <td style="width:5%;">X</td> <td>10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009</td> </tr> <tr> <td></td> <td>10B. DATED (SEE ITEM 13) 05/15/2019</td> </tr> </table>	(x)	9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009		10B. DATED (SEE ITEM 13) 05/15/2019
(x)	9A. AMENDMENT OF SOLICITATION NO.								
	9B. DATED (SEE ITEM 11)								
X	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000009								
	10B. DATED (SEE ITEM 13) 05/15/2019								
CODE Q8N2MFFYFMC4	FACILITY CODE								

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW 70CDCR19DIG000009

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 1 _____ copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

UEI: Q8N2MFFYFMC4

CONTACT INFORMATION

Contracting Officer's Representative COR: Randy LeCompte (Randy.C.Lecompte@ice.dhs.gov)

POC/Acceptor: Vaselindez.Barela (Vaselindez.Barela@ice.dhs.gov)

Contracting Officer: Brittany Tobias, 202-878-1666 (Brittany.Tobias@ice.dhs.gov)

Contract Specialist: Shereen Demarais, 682-308-7110 (Shereen.Demarais@ice.dhs.gov)

The purpose of this modification is to:

- Extend the current contract period of performance end date from 09/29/2024 to 12/31/2024. The rates on the contract will remain the same for this time period with the Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRITTANY TOBIAS
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>exception of any valid cost adjustments associated with Department of Labor updates, CBA updates or any change in scope of services.</p> <p>2. Incorporate wage determination 2015-5443, revision 23, dated 07/22/2024. This wage determination is effective 09/30/2024. The service provider shall notify the CO of any increase claimed within 30 days after the receipt of this modification. See Attachment A.</p> <p>Period of Performance: 05/15/2019 to 12/31/2024</p>				

<p style="text-align: center;">"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p>	<p style="text-align: center;">U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>
<p>Daniel W. Simms Division of Director Wage Determinations</p>	<p>Wage Determination No.: 2015-5443 Revision No.: 23 Date Of Last Revision: 07/22/2024</p>

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: New Mexico

Area: New Mexico Counties of Bernalillo, Sandoval, Torrance, Valencia

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.63***
01012 - Accounting Clerk II		18.67
01013 - Accounting Clerk III		20.88
01020 - Administrative Assistant		33.05
01035 - Court Reporter		29.98
01041 - Customer Service Representative I		14.50***
01042 - Customer Service Representative II		15.82***
01043 - Customer Service Representative III		17.75
01051 - Data Entry Operator I		15.05***
01052 - Data Entry Operator II		16.42***
01060 - Dispatcher, Motor Vehicle		20.92
01070 - Document Preparation Clerk		18.90
01090 - Duplicating Machine Operator		18.90
01111 - General Clerk I		14.92***
01112 - General Clerk II		16.28***
01113 - General Clerk III		18.28

01120 - Housing Referral Assistant	22.67
01141 - Messenger Courier	16.30***
01191 - Order Clerk I	18.28
01192 - Order Clerk II	19.94
01261 - Personnel Assistant (Employment) I	18.23
01262 - Personnel Assistant (Employment) II	20.39
01263 - Personnel Assistant (Employment) III	22.74
01270 - Production Control Clerk	24.84
01290 - Rental Clerk	16.73***
01300 - Scheduler, Maintenance	18.18
01311 - Secretary I	18.18
01312 - Secretary II	20.33
01313 - Secretary III	22.67
01320 - Service Order Dispatcher	18.70
01410 - Supply Technician	33.05
01420 - Survey Worker	20.33
01460 - Switchboard Operator/Receptionist	16.24***
01531 - Travel Clerk I	17.30
01532 - Travel Clerk II	18.68
01533 - Travel Clerk III	20.79
01611 - Word Processor I	16.48***
01612 - Word Processor II	18.51
01613 - Word Processor III	20.70
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.88
05010 - Automotive Electrician	20.76
05040 - Automotive Glass Installer	19.12
05070 - Automotive Worker	19.12
05110 - Mobile Equipment Servicer	15.86***
05130 - Motor Equipment Metal Mechanic	22.40
05160 - Motor Equipment Metal Worker	19.12
05190 - Motor Vehicle Mechanic	22.40
05220 - Motor Vehicle Mechanic Helper	14.21***
05250 - Motor Vehicle Upholstery Worker	17.49
05280 - Motor Vehicle Wrecker	19.12
05310 - Painter, Automotive	20.76
05340 - Radiator Repair Specialist	19.12
05370 - Tire Repairer	14.48***
05400 - Transmission Repair Specialist	22.40
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.58***
07041 - Cook I	15.26***
07042 - Cook II	18.40
07070 - Dishwasher	13.92***
07130 - Food Service Worker	12.99***
07210 - Meat Cutter	18.24
07260 - Waiter/Waitress	12.56***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.93
09040 - Furniture Handler	11.76***
09080 - Furniture Refinisher	21.93
09090 - Furniture Refinisher Helper	15.07***
09110 - Furniture Repairer, Minor	18.54
09130 - Upholsterer	21.93
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.12***
11060 - Elevator Operator	14.33***
11090 - Gardener	24.96
11122 - Housekeeping Aide	14.33***
11150 - Janitor	14.33***
11210 - Laborer, Grounds Maintenance	17.38
11240 - Maid or Houseman	13.66***
11260 - Pruner	15.93***
11270 - Tractor Operator	22.36
11330 - Trail Maintenance Worker	17.38

11360 - Window Cleaner	15.01***
12000 - Health Occupations	
12010 - Ambulance Driver	18.23
12011 - Breath Alcohol Technician	26.86
12012 - Certified Occupational Therapist Assistant	33.70
12015 - Certified Physical Therapist Assistant	29.49
12020 - Dental Assistant	18.54
12025 - Dental Hygienist	46.04
12030 - EKG Technician	33.22
12035 - Electroneurodiagnostic Technologist	33.22
12040 - Emergency Medical Technician	18.23
12071 - Licensed Practical Nurse I	24.01
12072 - Licensed Practical Nurse II	26.86
12073 - Licensed Practical Nurse III	29.94
12100 - Medical Assistant	18.42
12130 - Medical Laboratory Technician	23.23
12160 - Medical Record Clerk	20.78
12190 - Medical Record Technician	23.24
12195 - Medical Transcriptionist	20.27
12210 - Nuclear Medicine Technologist	43.90
12221 - Nursing Assistant I	13.61***
12222 - Nursing Assistant II	15.29***
12223 - Nursing Assistant III	16.69***
12224 - Nursing Assistant IV	18.74
12235 - Optical Dispenser	18.38
12236 - Optical Technician	18.37
12250 - Pharmacy Technician	19.92
12280 - Phlebotomist	18.59
12305 - Radiologic Technologist	34.31
12311 - Registered Nurse I	27.09
12312 - Registered Nurse II	33.14
12313 - Registered Nurse II, Specialist	33.14
12314 - Registered Nurse III	40.09
12315 - Registered Nurse III, Anesthetist	40.09
12316 - Registered Nurse IV	48.05
12317 - Scheduler (Drug and Alcohol Testing)	33.28
12320 - Substance Abuse Treatment Counselor	29.48
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.34
13012 - Exhibits Specialist II	26.42
13013 - Exhibits Specialist III	32.34
13041 - Illustrator I	19.38
13042 - Illustrator II	24.00
13043 - Illustrator III	29.37
13047 - Librarian	29.25
13050 - Library Aide/Clerk	14.72***
13054 - Library Information Technology Systems Administrator	26.40
13058 - Library Technician	18.18
13061 - Media Specialist I	19.06
13062 - Media Specialist II	21.32
13063 - Media Specialist III	23.76
13071 - Photographer I	18.13
13072 - Photographer II	20.28
13073 - Photographer III	25.13
13074 - Photographer IV	30.74
13075 - Photographer V	37.18
13090 - Technical Order Library Clerk	18.89
13110 - Video Teleconference Technician	22.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.11
14042 - Computer Operator II	22.50
14043 - Computer Operator III	25.09
14044 - Computer Operator IV	27.88
14045 - Computer Operator V	30.87

14071 - Computer Programmer I	(see 1)	24.65
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		20.11
14160 - Personal Computer Support Technician		27.88
14170 - System Support Specialist		31.70
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.42
15020 - Aircrew Training Devices Instructor (Rated)		40.40
15030 - Air Crew Training Devices Instructor (Pilot)		48.47
15050 - Computer Based Training Specialist / Instructor		33.42
15060 - Educational Technologist		31.25
15070 - Flight Instructor (Pilot)		48.47
15080 - Graphic Artist		23.90
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		47.16
15086 - Maintenance Test Pilot, Rotary Wing		47.16
15088 - Non-Maintenance Test/Co-Pilot		47.16
15090 - Technical Instructor		26.26
15095 - Technical Instructor/Course Developer		32.12
15110 - Test Proctor		21.19
15120 - Tutor		21.19
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		14.45***
16030 - Counter Attendant		14.45***
16040 - Dry Cleaner		16.51***
16070 - Finisher, Flatwork, Machine		14.45***
16090 - Presser, Hand		14.45***
16110 - Presser, Machine, Drycleaning		14.45***
16130 - Presser, Machine, Shirts		14.45***
16160 - Presser, Machine, Wearing Apparel, Laundry		14.45***
16190 - Sewing Machine Operator		17.20
16220 - Tailor		17.89
16250 - Washer, Machine		15.15***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.01
19040 - Tool And Die Maker		30.73
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		25.33
21030 - Material Coordinator		24.84
21040 - Material Expediter		24.84
21050 - Material Handling Laborer		16.96***
21071 - Order Filler		17.32
21080 - Production Line Worker (Food Processing)		25.33
21110 - Shipping Packer		17.56
21130 - Shipping/Receiving Clerk		17.56
21140 - Store Worker I		13.62***
21150 - Stock Clerk		17.08***
21210 - Tools And Parts Attendant		25.33
21410 - Warehouse Specialist		25.33
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		32.94
23019 - Aircraft Logs and Records Technician		24.07
23021 - Aircraft Mechanic I		30.83
23022 - Aircraft Mechanic II		32.94
23023 - Aircraft Mechanic III		34.71
23040 - Aircraft Mechanic Helper		19.55
23050 - Aircraft, Painter		28.57
23060 - Aircraft Servicer		24.07
23070 - Aircraft Survival Flight Equipment Technician		28.57
23080 - Aircraft Worker		26.32
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		26.32

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	30.83
II		
23110	- Appliance Mechanic	21.28
23120	- Bicycle Repairer	18.34
23125	- Cable Splicer	31.72
23130	- Carpenter, Maintenance	22.59
23140	- Carpet Layer	21.77
23160	- Electrician, Maintenance	27.28
23181	- Electronics Technician Maintenance I	29.90
23182	- Electronics Technician Maintenance II	32.46
23183	- Electronics Technician Maintenance III	35.02
23260	- Fabric Worker	20.23
23290	- Fire Alarm System Mechanic	22.70
23310	- Fire Extinguisher Repairer	18.34
23311	- Fuel Distribution System Mechanic	28.08
23312	- Fuel Distribution System Operator	21.03
23370	- General Maintenance Worker	19.62
23380	- Ground Support Equipment Mechanic	30.83
23381	- Ground Support Equipment Servicer	24.07
23382	- Ground Support Equipment Worker	26.32
23391	- Gunsmith I	18.34
23392	- Gunsmith II	22.12
23393	- Gunsmith III	25.91
23410	- Heating, Ventilation And Air-Conditioning Mechanic	22.99
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.56
23430	- Heavy Equipment Mechanic	27.22
23440	- Heavy Equipment Operator	22.69
23460	- Instrument Mechanic	34.85
23465	- Laboratory/Shelter Mechanic	24.01
23470	- Laborer	16.96***
23510	- Locksmith	20.75
23530	- Machinery Maintenance Mechanic	25.15
23550	- Machinist, Maintenance	24.15
23580	- Maintenance Trades Helper	17.70
23591	- Metrology Technician I	34.85
23592	- Metrology Technician II	37.23
23593	- Metrology Technician III	39.24
23640	- Millwright	30.53
23710	- Office Appliance Repairer	23.32
23760	- Painter, Maintenance	20.72
23790	- Pipefitter, Maintenance	28.15
23810	- Plumber, Maintenance	26.08
23820	- Pneudraulic Systems Mechanic	25.91
23850	- Rigger	29.21
23870	- Scale Mechanic	22.12
23890	- Sheet-Metal Worker, Maintenance	30.95
23910	- Small Engine Mechanic	19.99
23931	- Telecommunications Mechanic I	28.13
23932	- Telecommunications Mechanic II	30.05
23950	- Telephone Lineman	25.50
23960	- Welder, Combination, Maintenance	22.11
23965	- Well Driller	26.05
23970	- Woodcraft Worker	25.91
23980	- Woodworker	18.34
24000	- Personal Needs Occupations	
24550	- Case Manager	19.60
24570	- Child Care Attendant	13.53***
24580	- Child Care Center Clerk	17.66
24610	- Chore Aide	13.15***
24620	- Family Readiness And Support Services Coordinator	19.60
24630	- Homemaker	19.60

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.05
25040 - Sewage Plant Operator	22.40
25070 - Stationary Engineer	28.05
25190 - Ventilation Equipment Tender	17.79
25210 - Water Treatment Plant Operator	22.40
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.59
27007 - Baggage Inspector	15.18***
27008 - Corrections Officer	20.03
27010 - Court Security Officer	20.10
27030 - Detection Dog Handler	16.98***
27040 - Detention Officer	20.03
27070 - Firefighter	20.20
27101 - Guard I	15.18***
27102 - Guard II	16.98***
27131 - Police Officer I	29.51
27132 - Police Officer II	32.79
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.98
28042 - Carnival Equipment Repairer	20.07
28043 - Carnival Worker	13.30***
28210 - Gate Attendant/Gate Tender	14.89***
28310 - Lifeguard	12.16***
28350 - Park Attendant (Aide)	16.65***
28510 - Recreation Aide/Health Facility Attendant	12.16***
28515 - Recreation Specialist	20.64
28630 - Sports Official	13.27***
28690 - Swimming Pool Operator	24.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.95
29020 - Hatch Tender	23.95
29030 - Line Handler	23.95
29041 - Stevedore I	21.90
29042 - Stevedore II	25.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.69
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.50
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.69
30021 - Archeological Technician I	20.70
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.69
30030 - Cartographic Technician	28.69
30040 - Civil Engineering Technician	28.01
30051 - Cryogenic Technician I	31.77
30052 - Cryogenic Technician II	35.09
30061 - Drafter/CAD Operator I	20.70
30062 - Drafter/CAD Operator II	23.15
30063 - Drafter/CAD Operator III	25.82
30064 - Drafter/CAD Operator IV	31.77
30081 - Engineering Technician I	17.34
30082 - Engineering Technician II	19.45
30083 - Engineering Technician III	21.76
30084 - Engineering Technician IV	26.96
30085 - Engineering Technician V	32.98
30086 - Engineering Technician VI	39.90
30090 - Environmental Technician	30.51
30095 - Evidence Control Specialist	28.69
30210 - Laboratory Technician	24.14
30221 - Latent Fingerprint Technician I	23.84
30222 - Latent Fingerprint Technician II	26.33
30240 - Mathematical Technician	28.69
30361 - Paralegal/Legal Assistant I	20.60
30362 - Paralegal/Legal Assistant II	25.53
30363 - Paralegal/Legal Assistant III	31.23

30364 - Paralegal/Legal Assistant IV	37.78
30375 - Petroleum Supply Specialist	35.09
30390 - Photo-Optics Technician	28.69
30395 - Radiation Control Technician	35.09
30461 - Technical Writer I	26.35
30462 - Technical Writer II	32.23
30463 - Technical Writer III	38.99
30491 - Unexploded Ordnance (UXO) Technician I	29.04
30492 - Unexploded Ordnance (UXO) Technician II	35.13
30493 - Unexploded Ordnance (UXO) Technician III	42.11
30494 - Unexploded (UXO) Safety Escort	29.04
30495 - Unexploded (UXO) Sweep Personnel	29.04
30501 - Weather Forecaster I	31.77
30502 - Weather Forecaster II	38.64
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.82
30621 - Weather Observer, Senior	(see 2) 28.69
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.13
31020 - Bus Aide	11.74***
31030 - Bus Driver	18.59
31043 - Driver Courier	17.06***
31260 - Parking and Lot Attendant	14.32***
31290 - Shuttle Bus Driver	16.77***
31310 - Taxi Driver	12.92***
31361 - Truckdriver, Light	19.04
31362 - Truckdriver, Medium	21.00
31363 - Truckdriver, Heavy	23.47
31364 - Truckdriver, Tractor-Trailer	23.47
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.13***
99030 - Cashier	13.46***
99050 - Desk Clerk	13.58***
99095 - Embalmer	25.76
99130 - Flight Follower	29.04
99251 - Laboratory Animal Caretaker I	14.82***
99252 - Laboratory Animal Caretaker II	16.54***
99260 - Marketing Analyst	28.64
99310 - Mortician	25.76
99410 - Pest Controller	22.01
99510 - Photofinishing Worker	15.26***
99710 - Recycling Laborer	23.02
99711 - Recycling Specialist	29.62
99730 - Refuse Collector	21.58
99810 - Sales Clerk	14.40***
99820 - School Crossing Guard	16.29***
99830 - Survey Party Chief	25.96
99831 - Surveying Aide	23.60
99832 - Surveying Technician	23.81
99840 - Vending Machine Attendant	15.62***
99841 - Vending Machine Repairer	21.03
99842 - Vending Machine Repairer Helper	15.62***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

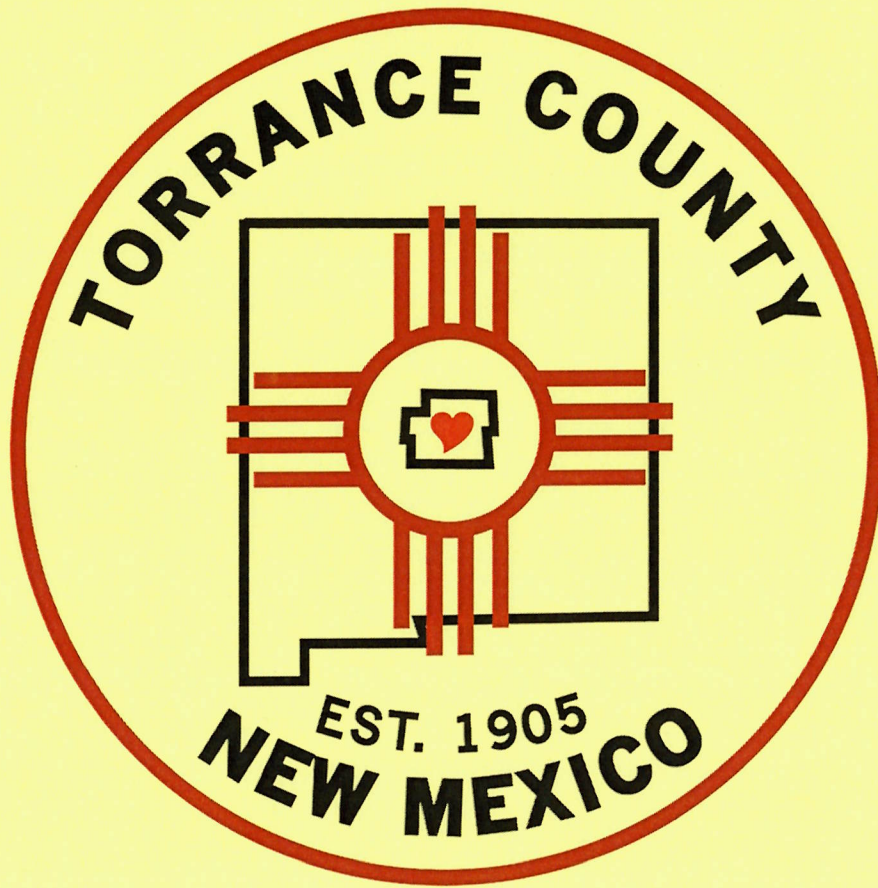
When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 M



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 13 A

Deputy County Manager Torres: I think we can do this.

Deputy County Manager Torres: I would like to pick your brain and see how you handle the actual figures. If you're going off Resolution 2023-09, you have items four, five and six. We are setting aside \$750,000.00 for building overruns and then two amounts for \$859,475.00. The total amount between those three comes up to \$2,469,148.00. That is what's unencumbered of ARPA funds. Off the first list of the capital to put in there that's \$1,436,795.00. Of the uncovered that would now leave us \$1,032,353.00.

Chairman Schwebach: Walk through real quick summary of what we have encumbered.

Deputy County Manager Torres: That would be the IT project, the EMWT water rights study, the water rights purchase, and planning that's encumbered. Another is the \$859,475.00 for the Road Department. If you take out the \$100,00.00 Leonard just mentioned that leaves \$932,353.00.

Chairman Schwebach: We have about \$932,000.00.

Deputy County Manager Torres: Yes.

Further Discussion: On all dollar amounts and projects. Encumbered and unencumbered money in the ARPA fund.

Chairman Schwebach: I would like to make it work on the wells and meters. Asks if Manzano has any funds available.

Orlando Lopez-Manzano Land Grant Mutual Domestic Water System: They do not.

Further Discussion: Manual vs Automatic meter reading.

Chairman Schwebach: After discussion we will go with manual reading of the meters and the pumps. I believe we can accomplish this under our procurement code. Is everyone good with that?

Commissioner Schropp: Yes. I really appreciate the effort in figuring out how to make this work.

Chairman Schwebach: For purposes of the resolution let's do Manzano, repair/replace pumps and existing wells up to \$45,000.00. On the meters, \$40,000.00. Next is Tajique.

Jason Quintana-President of the Manzano Land Grant: Andrew Gutierrez is asking for \$6,550.00 They need that so that the pump and the wellhouse speak to each other. They're on a timer, where it's just on off on off and wasting energy and water. This is an amount from a quote they were given.

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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2023-11**

**FURTHER AUTHORIZING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR
PROJECTS WITHIN TORRANCE COUNTY**

WHEREAS, the Torrance County Board of County Commissioners “the BCC” desires to make full use of Torrance County’s American Rescue Plan Act funds for the betterment of Torrance County residents; and,

WHEREAS, the BCC has previously enacted Resolution 2023-09 authorizing American Rescue Plan Act (ARPA) Funds for Projects;

NOW, THEREFORE BE IT RESOLVED that this Resolution incorporates and supersedes Resolution 2023-09 by listing specific projects to be funded by ARPA; and,

BE IT FURTHER RESOLVED that the Torrance County Board of County Commissioners authorizes the use of ARPA funds for the following projects:

1. *Water Rights Identification and Acquisition*, \$50,000, to Bohannan Huston, one of Torrance County’s on-call engineers. (RFP TC-FY22-04)
2. *Purchase of Water Rights*, \$250,000, purchased and owned by Torrance County, with the intent to lease said water rights to EMWT Regional Water Association for the McIntosh Water Project.
3. *Second Phase of Planning and Design of EMWT Regional Water Association’s McIntosh Water Project*, \$681,050, to Bohannan Huston, currently planning and developing design of First Phase of the project and one of Torrance County’s on-call engineers. (RFP TC-FY22-04).
4. *Emergency Operations Plan Update*, \$38,000.
5. *Chip Seal Materials and Lift, One Layer*, \$300,000.
6. *938M Wheel Loader*, \$263,028.10.
7. *Two Three-Quarter Ton V8 Pickup Trucks*, \$105,000.
8. *John Deere 5045E Utility Tractor*, \$27,317.36.
9. *T-40T Trailer (Pintle Hitch)*, \$43,450.
10. *IT Upgrades*, \$345,000.
11. *Three Sheriff’s Department Vehicles*, \$225,000.
12. *Two Planning and Zoning Vehicles*, \$90,000.
13. *Repair/Replace Pumps for Two Existing Wells for Manzano Mutual Domestic Well Association*, up to \$45,000 (up to 27 meters, replaced and installed up to \$45,000).
14. *Chilili Land Grant Water Distribution Project*, \$25,139.63.
15. *Torreon Mutual Domestic Water Association*, \$78,100 (for preliminary engineering design at \$60,000 and 10 meters at \$18,100.).
16. *Two Fleet Vehicles*, \$90,000.
17. *Improvements on Existing Roads*, \$652,663.37.

1 18. Smart Wireless Digital Radios for Tajique Mutual Domestic Water Association, \$6,550.

2
3 DONE THIS 24th DAY OF MAY, 2023.

4
5
6 APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

7 Michael I. Garcia
8
9 Michael I. Garcia, County Attorney

Ryan Schwebach
Ryan Schwebach, Chair, District 2

10 Date: 24 May 2023

Kevin McCall
Kevin McCall, Vice Chair, District 1

Samuel D. Schropp
Samuel D. Schropp, Member, District 3

15 ATTEST:

16 Linda Jaramillo
17 Linda Jaramillo, County Clerk

18
19 Date: 5/24/2023
20
21





Nov 28, 2023

Name: Torrance County
For: Manzano Mutual Water Domestic
Address:
Albuquerque, NM 87113

We are pleased to offer our cost estimate proposal for providing labor and equipment for

SCOPE OF WORK:

- Supply Labor and Materials to Remove and Replace Both Domestic Well Pumps and Power 3-wire with new Control.
- Proposed work to be done on standard working hours (7am-4:30pm).

Labor \$125 hr \$2,616.10
 Material \$9,365.78
 Subcontractors \$23,809.52
 Misc and consumables \$4,703.81

Tax: \$2,632.19

Total: \$43,127.40

Note: Pricing is good for 30 days. Due to the current volatility in the commodity market and supply chain, Yearout Mechanical is unable to predict material pricing. Prices for commodity material and fixtures are estimated on today's cost for the material and many fluctuate depending upon market conditions that are outside of Yearout Mechanical's control. Yearout Mechanical shall receive an "add" to the contract price to reflect any accompanying increases to Yearout Mechanical in the cost of commodity.

The following are NOT included in the scope (general):

Exclusions:

- Bid Bond



- Retainage [pursuant to State Law 57-28-1 (Prompt Payment Act)]
- Design or Engineering fees including fees for drawings in electronic (DWG) format
- Requirement to provide additional insured status on the employer's worker's compensation insurance
- (CCIP and OCIPS.)
- Liquidated or consequential damages.
- Abatement and Removal of any hazardous materials or any costs resulting from the discovery of hazardous material.
- Seismic supports or bracing
- Provisions for any unforeseen underground obstacles or hazardous conditions, including rock excavation.
- ANY ITEMS NOT SPECIFICALLY MENTION IN THE SCOPE OF WORK ABOVE

Clarifications:

- In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Subcontractor, the contract sum, time of performance, or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5 percent between the date of the contract and the date the materials are approved for release.
- This proposal is good for 30 days.
- This proposal is presented with the expectation that Yearout Mechanical LLC will have input with any schedules involving this contract.
- Additional work not covered by this scope will be done only by written change order and billed at a time and materials price or a quoted price only.
- Please note we can only warranty the new Parts and Labor on installation. Upon completion of installation there is the possibility of other unknown mechanical failures within the existing components which would NOT be included in this quotation. Lead time (Delivery) on these replacement parts would be approximate and ordered ONLY upon acceptance of contract.
- All Warranties (labor, material, or equipment) will be valid only if; 1- all payments are made in accordance with the terms listed below, unless otherwise stated IN WRITING. 2- All maintenance and repairs are completed in accordance with the manufacture's recommendations. 3-None of the problem are caused by abuse, misuse, or acts of God (such as winds, hails, and flooding). Yearout will assume no responsibility and will be held harmless from any causes resulting from any of the above-mentioned events.
- Our proposal anticipates operating under the guidelines of Yearout's safety program. We reserve the right to review requirements of any other safety program that will be in force on the project to determine if additional costs will apply.
- We assume that the work areas and pathways to work areas will be accessible during the installation phase of this project. We expect to work closely and coordinate with owner and owner's contractors working in or nearby our work areas. Our proposal assumes all work by others will be coordinated and sequenced in a manner to avoid stacking of trades or delays in critical path activities.



- Our proposal assumes site working hours will be in accordance with jurisdictional labor agreements. We include providing one single shift for typical 8-hour work days and 40 hour work weeks.
- Invoicing will be provided monthly based on progress. Our proposal assumes payment within 30 days of invoice. Any delay in payment beyond 50 days will incur a late fee of 2.5% per month on past due balance.
 - Full amount is due plus applicable New Mexico Gross Receipts Tax, unless Yearout Mechanical receives a valid, reviewed and accepted non-taxable transaction certificate or other acceptable documentation

Terms:

- Progress Billing (NET 30)

**Note: Multiple invoices may be issued for this scope

Please sign and date this letter proposal as acceptance of the project work to be completed. Once endorsed this proposal will become a contract document for the above mentioned scope. (Other attachments may be included as long as they are clearly noted on this page)

Signature _____ Date 12/7/23
 Printed Name: Toni Rowery
 Position: EPD Attachments: MA

Thank you for the opportunity to present this proposal to you and your company. If you have any questions, please feel free to contact me.

Sincerely,

Jerry Crites
 Project Manager
 Yearout Mechanical, LLC.
 Main: 505-884-0994
 Cell: 505-715-8813
jerry.crites@welchsboiler.com





Nov 28, 2023

Name: Torrance County
For: Manzano Mutual Water Domestic
Address:
Albuquerque, NM 87113

We are pleased to offer our cost estimate proposal for providing labor and equipment for

SCOPE OF WORK:

- Supply Labor and Materials to Remove and Replace Both Domestic Well Pumps and Power 3-wire with new Control.
- Proposed work to be done on standard working hours (7am-4:30pm).

Labor \$125 hr \$2,616.10
 Material \$9,365.78
 Subcontractors \$5,679.78
 Misc and consumables \$4,368.40

Tax: \$1,431.93

Total: \$23,461.57

Note: Pricing is good for 30 days. Due to the current volatility in the commodity market and supply chain, Yearout Mechanical is unable to predict material pricing. Prices for commodity material and fixtures are estimated on today's cost for the material and many fluctuate depending upon market conditions that are outside of Yearout Mechanical's control. Yearout Mechanical shall receive an "add" to the contract price to reflect any accompanying increases to Yearout Mechanical in the cost of commodity.

The following are **NOT** included in the scope (general):

Exclusions:

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- Design or Engineering fees including fees for drawings in electronic (DWG) format
- Requirement to provide additional insured status on the employer's worker's compensation insurance
- (CCIP and OCIPS.)
- Liquidated or consequential damages.
- Abatement and Removal of any hazardous materials or any costs resulting from the discovery of hazardous material.
- Seismic supports or bracing
- Provisions for any unforeseen underground obstacles or hazardous conditions, including rock excavation.
- ANY ITEMS NOT SPECIFICALLY MENTION IN THE SCOPE OF WORK ABOVE

Clarifications:

- In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Subcontractor, the contract sum, time of performance, or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5 percent between the date of the contract and the date the materials are approved for release.
- This proposal is good for 30 days.
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- Our proposal assumes site working hours will be in accordance with jurisdictional labor agreements. We include providing one single shift for typical 8-hour work days and 40 hour work weeks.
- Invoicing will be provided monthly based on progress. Our proposal assumes payment within 30 days of invoice. Any delay in payment beyond 50 days will incur a late fee of 2.5% per month on past due balance.
 - Full amount is due plus applicable New Mexico Gross Receipts Tax, unless Yearout Mechanical receives a valid, reviewed and accepted non-taxable transaction certificate or other acceptable documentation

Terms:

- Progress Billing (NET 30)

**Note: Multiple invoices may be issued for this scope

Please sign and date this letter proposal as acceptance of the project work to be completed. Once endorsed this proposal will become a contract document for the above mentioned scope. (Other attachments may be included as long as they are clearly noted on this page)

Signature Date

Printed Name: _____

Position: _____ Attachments: _____

Thank you for the opportunity to present this proposal to you and your company. If you have any questions, please feel free to contact me.

Sincerely,

Jerry Crites
Project Manager
Yearout Mechanical, LLC.
Main: 505-884-0994
Cell: 505-715-8813
jerry.crites@welchsboiler.com





TORRANCE COUNTY

PO Box 48
Estancia, NM 87016

PURCHASE ORDER

PO Number: 24-01040

Date: 12/07/2023

Requisition #: 24-01072


Vendor #: VEN01282

ISSUED TO: YEAROUT MECHANICAL, LLC
8501 Washington St NE
Albuquerque, NM 87113-

SHIP TO: Torrance County Administration
Attn:Grants
205 S Ninth Street
PO Box 48
Estancia, NM 87016

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 Labor	836-045-2272		2,616.10	2,616.10
2	1 Material	836-045-2272		9,365.78	9,365.78
3	1 Subcontractors	836-045-2272		5,679.78	5,679.78
4	1 Misc	836-045-2272		4,368.40	4,368.40

Tax incorrect

Authorized by: _____ 

SUBTOTAL:	22,030.06
TOTAL TAX:	2,632.19
SHIPPING:	0.00
TOTAL	24,662.25

1. To ensure payment, invoices must be sent to: invoices@tcnm.us or Torrance County, PO Box 48, Estancia, NM 87016.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the County.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The County is exempt from all federal excise and state tax – ID# 85-6000257 & CRS 01-505585-00-0



TORRANCE COUNTY

PO Box 48
Estancia, NM 87016

PURCHASE ORDER

PO Number: 24-01041

Date: 12/07/2023

Requisition #: 24-01073

Vendor #: VEN01276

ISSUED TO: NEW MEXICO METERS LLC
9119 Anacapa Ave NW
Albuquerque, NM 87121-

SHIP TO: Torrance County Administration
Attn:Grants
205 S Ninth Street
PO Box 48
Estancia, NM 87016

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	40 Meter Cans NMSWPA	836-045-2272		150.00	6,000.00
2	40 Install NMSWPA	836-045-2272		150.00	6,000.00
3	3 Hot Tap NMSWPA	836-045-2272		1,000.00	3,000.00

Authorized by: _____ 

SUBTOTAL:	15,000.00
TOTAL TAX:	1,143.75
SHIPPING:	0.00
TOTAL	16,143.75

- To ensure payment, invoices must be sent to: invoices@tcnm.us or Torrance County, PO Box 48, Estancia, NM 87016.
- Payment may be expected within 30 days of receipt of goods and invoice.
- C.O.D. shipment will not be accepted.
- Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
- All goods are to be shipped F.O.B. Destination unless otherwise stated.
- All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the County.
- All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
- Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
- Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
- The County is exempt from all federal excise and state tax - ID# 85-6000257 & CRS 01-505585-00-0

New Mexico Meters LLC

\$16,143.75

Review and pay

Powered by QuickBooks

Dear CASH CUSTOMER,

Please find your estimate details here. Feel free to contact us if you have any questions. We look forward to working with you. Have a great day!

Have a great day,
New Mexico Meters LLC

Address

CASH CUSTOMER
CASH SALE

Ship to

CASH CUSTOMER
CASH SALE

VACTOR METER CAN

\$6,000.00T

VACTOR OUT DIRT FROM METER CAN

40 X \$150.00

INSTALL

\$6,000.00T

R&R METER

40 X \$150.00

HOT TAP

\$3,000.00T

HOT TAP

3 X \$1,000.00

Subtotal	\$15,000.00
Tax	\$1,143.75
Total	\$16,143.75

State Contract Numbers:
Water Meter Contract -
00-00000-20-00114
Water Service Connection -
10-00000-20-00044

Review and pay

New Mexico Meters LLC
 9119 Anacapa Ave NW
 Albuquerque, NM 87121 US
 505-948-1645
 chris@newmexicometers.com

Invoice



BILL TO
 CASH CUSTOMER
 CASH SALE

SHIP TO
 CASH CUSTOMER
 CASH SALE

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
21-1148	12/12/2023	\$16,143.75	01/11/2024	Net 30	

P.O. NUMBER
 24-01041

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	VACTOR METER CAN			
	VACTOR OUT DIRT FROM METER CAN	40	150.00	6,000.00T
	INSTALL			
	R&R METER	40	150.00	6,000.00T
	HOT TAP			
	HOT TAP	3	1,000.00	3,000.00T

State Contract Numbers:
 Water Meter Contract -
 00-00000-20-00114
 Water Service Connection -
 10-00000-20-00044

SUBTOTAL	15,000.00
TAX	1,143.75
TOTAL	16,143.75
BALANCE DUE	\$16,143.75

NM CRS# 03173441003

Unpaid balances over 30 days are subject to a
 monthly finance charge of 1.5%



INVOICE

INVOICE #: 42179
INVOICE DATE: 6/24/2024
CUSTOMER NUMBER: TORRANCE

Bill to: Torrance County
 205 S. Ninth Street
 PO Box 48
 Estancia, NM 87016

Service at: Manzano Mutual Water WBS
 205 S. Ninth Street
 PO Box 48
 Estancia, NM 87016

Description: Replace both domestic well pumps and power wire with new control

Terms: Net 30 - Finance charge of 1.5% will be added to all late payments

Reference: Work Order 42400

PO Number: 24-01040

Item	Description	Quantity	Unit Price	Amount
Other	Final Billing	1.00		22,030.06
	Other Subtotal			22,030.06

REMIT TO:
 Yearout Mechanical, LLC
 8501 Washington Street NE
 Albuquerque, NM 87113
 [p] 505.884.0994

Subtotal:	22,030.06
Sales Tax:	1,748.64
Total Due:	23,778.70



8-21-2024

Name: Torrance County
For: Manzano Mutual Water Domestic COR
Address:
Albuquerque, NM 87113

We are pleased to offer our cost estimate proposal for providing labor and equipment for SPA# 90-000-18-00073 Projects Under 60,000.00

SCOPE OF WORK:

- Provide Complete Well Rehabilitation on Well #1 and #2 Plus Re-Pipe Pump House Piping from Galvanized to PVC sch 80 and Install Clean out running outside Building with Camlock Fitting to Hook-up Hose.
- Brush, bail, Swab in Acid , let sit overnight, Next day; Swab, Bail, Install HGS Pump, Pump out until Clear, Pull HGS Pump.
- Proposed work to be done on standard working hours (7am-4:30pm).

Labor \$110hr \$1,110.19

Subcontractors \$28,865.79

Misc and consumables\$399.68 Minus 10% \$359.71

Tax: \$1,434.13

Total: \$23,463.78

Note: Pricing is good for 30 days. Due to the current volatility in the commodity market and supply chain, Yearout Mechanical is unable to predict material pricing. Prices for commodity material and fixtures are estimated on today's cost for the material and many fluctuate depending upon market conditions that are outside of Yearout Mechanical's control. Yearout Mechanical shall receive an "add" to the contract price to reflect any accompanying increases to Yearout Mechanical in the cost of commodity.

The following are NOT included in the scope (general):



Exclusions:

- Bid Bond
- Retainage [pursuant to State Law 57-28-1 (Prompt Payment Act)]
- Design or Engineering fees including fees for drawings in electronic (DWG) format
- Requirement to provide additional insured status on the employer's worker's compensation insurance
- (CCIP and OCIPS.)
- Liquidated or consequential damages.
- Abatement and Removal of any hazardous materials or any costs resulting from the discovery of hazardous material.
- Seismic supports or bracing
- Provisions for any unforeseen underground obstacles or hazardous conditions, including rock excavation.
- ANY ITEMS NOT SPECIFICALLY MENTION IN THE SCOPE OF WORK ABOVE

Clarifications:

- In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Subcontractor, the contract sum, time of performance, or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5 percent between the date of the contract and the date the materials are approved for release.
- This proposal is good for 30 days.
- This proposal is presented with the expectation that Yearout Mechanical LLC will have input with any schedules involving this contract.
- Additional work not covered by this scope will be done only by written change order and billed at a time and materials price or a quoted price only.
- Please note we can only warranty the new Parts and Labor on installation. Upon completion of installation there is the possibility of other unknown mechanical failures within the existing components which would NOT be included in this quotation. Lead time (Delivery) on these replacement parts would be approximate and ordered ONLY upon acceptance of contract.
- All Warranties (labor, material, or equipment) will be valid only if; 1- all payments are made in accordance with the terms listed below, unless otherwise stated IN WRITING. 2- All maintenance and repairs are completed in accordance with the manufacture's recommendations. 3-None of the problem are caused by abuse, misuse, or acts of God (such as winds, hails, and flooding). Yearout will assume no responsibility and will be held harmless from any causes resulting from any of the above-mentioned events.
- Our proposal anticipates operating under the guidelines of Yearout's safety program. We reserve the right to review requirements of any other safety program that will be in force on the project to determine if additional costs will apply.
- We assume that the work areas and pathways to work areas will be accessible during the installation phase of this project. We expect to work closely and coordinate with owner and



- Our proposal assumes site working hours will be in accordance with jurisdictional labor agreements. We include providing one single shift for typical 8-hour work days and 40 hour work weeks.
- Invoicing will be provided monthly based on progress. Our proposal assumes payment within 30 days of invoice. Any delay in payment beyond 50 days will incur a late fee of 2.5% per month on past due balance.
 - Full amount is due plus applicable New Mexico Gross Receipts Tax, unless Yearout Mechanical receives a valid, reviewed and accepted non-taxable transaction certificate or other acceptable documentation

Terms:

- Progress Billing (NET 30)

**Note: Multiple invoices may be issued for this scope

Please sign and date this letter proposal as acceptance of the project work to be completed. Once endorsed this proposal will become a contract document for the above mentioned scope. (Other attachments may be included as long as they are clearly noted on this page)

Signature Date

Printed Name: _____

Position: _____ Attachments: _____

Thank you for the opportunity to present this proposal to you and your company. If you have any questions, please feel free to contact me.

Sincerely,

Jerry Crites
Project Manager
Yearout Mechanical, LLC.
Main: 505-884-0994
Cell: 505-715-8813
jerry.crites@welchsboiler.com





TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 13 B



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 13 C



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 14 A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 15



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 16



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 17