

**T**ORRANCE **C**OUNTY  
COMMISSION MEETING  
DECEMBER 28<sup>TH</sup>, 2016  
9:00 A.M.

FOR PUBLIC VIEW, DO NOT REMOVE



# Torrance County Commission

**Regular Meeting to be Held at:**  
*Administrative Offices of Torrance County  
Commission Chambers  
205 9<sup>th</sup> Street  
Estancia, NM 87016*

**AGENDA**  
December 28<sup>th</sup>, 2016  
9:00 A.M.

**Please Silence All Electronic Devices**

Call Meeting to Order  
Pledge of Allegiance  
Invocation

Approval of Minutes: December 14<sup>th</sup>, 2016 Regular Meeting  
Approval of Meeting Agenda  
Approval of Consent Agenda:  
1. *Approval of Warrants*

**ACTION ITEMS\*:**

***ITEMS TO BE CONSIDERED AND ACTED UPON***

**\*Department Requests/Reports:**

1. Updates: a. Various County Departments b. Other Boards or Land Grants (upon request) c. Forest Service (upon request) d. Commission
2. Motorola Contract for Torrance County Simulcast Project – Dorothy Rivera, EMS Director
3. Request for Supplemental funding for DWI Prevention Program – Tracey Master
4. Amendment Contract #1 to Contract FY2017-DWI-01 Between Lucia Lucero and Torrance County – Tracey Master, DWI Prevention
5. Resolution 2016-54 Cash Transfers & Line Item Transfers – Amanda Tenorio, Purchasing Director
6. Resolution 2016-55 Line Item Transfers – Amanda Tenorio, Purchasing Director

**\*Commission Matters:**

7. Award RFP 2017-01 On-Site Fire Apparatus Repair – Leslie Olivas, Purchasing Director
8. Request Payment of Invoice, Purchase Made Without Following Procurement – Betty Cabber, Assessor
9. 2017 Commission Schedule
10. 2017 Holiday Schedule

**\*County Manager Requests/Reports:**

11. Retirement Recognition
12. Update

**Public Requests:**

At the Discretion of the Commission Chair. For Information Only (No Action Can Be Taken). Comments are limited to three (3) minutes per person on any subject.

**\*EXECUTIVE SESSION:**

*As Per Motion and Roll Call Vote, Pursuant to New Mexico State Statute Section 10-15-1, the Following Matters Will be Discussed in Closed Session:*

- a) Pending Litigation related to Filippi, et al v. Torrance County, Section 10-15-1(H)(3)
- b) Pending Litigation related to Cullin v. Torrance County, Section 10-15-1(H)(3)

**\*Reconvene from Executive Session:**

- Pursuant to Open Meetings Act, Section 10-15-1(J), Commission Report from Closed Meeting:
- c) Consider and Act upon, if necessary

**\*Adjourn**

**The Administrative Offices of Torrance County will be closed on Monday January 2, 2017**





*Minutes*

**Draft Copy**  
**Torrance County Board of Commissioners**  
**Commission Meeting**  
**December 14, 2016**

**Commissioners Present:**      **LeRoy Candelaria -Chair**  
   **Julia DuCharme-Member**  
   **James Frost-Member**

**Others Present:**                **Annette Ortiz- Interim County Manager**  
   **Brandon Huss- County Attorney**  
   **Michelle Jones –Admin. Assist. III**

**Call Meeting to Order:**

Chairman Candelaria calls the meeting to order at 9:03 am; he welcomes all those present to the meeting, leads us in the pledge. Mr. and Mrs. Ludwig give the invocation.

**Approval of the Meeting Minutes:**

Chairman Candelaria asks for a motion to approve the November 14, 2016 Special Commission Meeting minutes. **ACTION TAKEN:** Madam Commissioner DuCharme makes a motion to approve the November 14, 2016 Special Commission Meeting Minutes. Commissioner Frost seconds the motion. No further discussion. The Commissioners vote; all in favor, none opposed. **MOTION CARRIED.**

**Approval of the Meeting Minutes:**

Chairman Candelaria asks for a motion to approve the November 23, 2016 Regular Commission Meeting minutes. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the November 23, 2016 Regular Commission Meeting Minutes. Madam Commissioner DuCharme seconds the motion. No further discussion. The Commissioners vote; all in favor, none opposed. **MOTION CARRIED.**

#311113016 paid to Zia Graphics in the amount of \$2,450.00 for hooded tops for the volunteer firefighters and administrative staff. She asks if it is fair that all the fire districts and the fire administrative staff are all paying an equal amount for these shirts. Ms. Olivas replies that they buy the shirts in bulk and split the cost; they all pay together and whoever needs one, gets one. No further discussion. The Commissioners vote; all in favor, none opposed. **MOTION CARRIED.**

**There are no Indigent Claims.**

**\*Action Items\***

**Items to Be Considered and Acted Upon**

**\*Department Requests/Reports:**

**1. Updates**

**Berta Espinosa-Moore, Home Visiting Program Manager,** speaks. In the month of July, they provided services to 30 families and conducted 59 home visits. In August, they provided services to 32 families and conducted 69 home visits. In September, they provided services to 31 families and conducted 54 home visits. In October, they provided services to 28 families and conducted 45 home visits. In November, they provided services to 34 families and conducted 63 home visits. These figures show that their work load has remained steady and stable. Ms. Espinosa-Moore has brought updated program brochures for anyone who wants one. There is also TCPO website information on the back of the brochure; interested parties can go to [www.tcponm.com](http://www.tcponm.com) for more information. A copy of the brochure in English and in Spanish is included in the file for this meeting.

**Janice Barela, Treasurer,** speaks. She presents the Commission with copies of the Torrance County Treasurer's Financial Report Fund Summary reported as of Wednesday, December 14, 2016, which is included in the file for this meeting. She points out for the Commission that there is currently \$922,945.38 in the Wind PILT Fund. She reminds the Commission that they had previously approved a budget transfer of \$170,000.00 out of this fund now in December. She is working with triadic to complete this report.

for December this year. She states that more people seem to be paying in full this year and her office is processing payments much quicker this year. She believes that going out into the field this year seems to have brought awareness to the public that it was tax time. Ms. Betty Cabber, Assessor, will address the question of higher assessed values.

**Tracey Master, DWI Prevention Coordinator**, speaks. She informs all that she still has about 100 'One Team One Fight' stickers available for \$7.00 each. These stickers show support for our Law Enforcement, First Responders, and Dispatch.

Ms. Master now reads the following written statement:

Good Morning Mr. Chairman, Commissioner, Madam County Manager, Mr. Wallin, Staff and Members of the Public:

Twice in the past five months, I have stood before you to give you bad news regarding the state of the Department of Finance and Administration, Local Government Division, Special Programs Bureau, Local DWI Grant and Distribution Program.

Today, for the third time this fiscal year, I am here to tell you that the Local DWI Grant and Distribution Programs across the state have again suffered a decrease in funding.

I cannot emphasize my next statement enough-

The cause of this funding decrease has nothing to do with the management of the Torrance County DWI Prevention Program. As a matter of fact, since I began as DWI Prevention Program Coordinator in May 2004, the program has been audited a total of five times. Every audit was a clean audit, meaning that – in my tenure as coordinator- there has never, NEVER, been a finding. The Torrance County DWI Prevention Program's grant applications and required reports have all been submitted to DFA in a timely and accurate fashion.

The funding cuts come as a result of two things. First, the legislature voted during the 2016 regular session to sweep \$4 million from the LDWI fund. Again, during the special session earlier this fall, the legislature voted to sweep another \$3.645 million. The second issue is that the second quarter distribution of collected liquor

2,213 prevention education classes or alternate activity programs have been provided to local residents, with a total of 132,624 attendees/impressions.

Of those 2,213 prevention activities, 1,389 were school-based programs, with a total of 97,971 attendees/impressions.

Until recently, the Torrance County DWI Prevention Program funded two billboards on I-40, just east of Moriarty. One of these billboards was to discourage underage drinking and the other was to promote DWI prevention. The last time I obtained traffic study information from the New Mexico Department of Transportation, I was told that approximately 11,000 vehicles travel in each direction on that particular portion of the interstate. Using the information from NM-DOT, that amount calculates to approximately 76 million 136 thousand vehicles to pass our two billboards. Yes. You heard that right. SEVENTY-SIX MILLION, ONE HUNDRED THIRTY SIX THOUSAND vehicles passed our billboards on I-40. Some of those vehicles had only one person. Others were personal vehicles carrying families. Others were school buses carrying students to and from schools. Some people may have seen the messages only once as they passed through or numerous times on their daily commute. There is no way to know exactly how many people saw our messages that told people that underage drinking and DWI are wrong.

As an aside here – the billboards were up for nearly five years. Unfortunately, a few good wind storms last year put them out of commission and there is no LDWI money available to replace them.

Also during that time period, and going back to July 2005, the Torrance County DWI Prevention Program funded approximately 1,830 hours of law enforcement overtime during 388 activities, in the form of saturation patrols and check points. This was in addition to the funding provided through the Community DWI fund for enforcement activities.

The Smart Choice Ride designated driving program has been in operation for just over eight years. During this time period, a total of 1,802 passenger trips were provided. While we know that we cannot prevent EVERYONE from getting behind the wheel after consuming alcohol, we know that we can take the credit for 1,802 times that someone rode in our vehicle and did NOT drink and drive. We know that 1,802 times we provided a safe alternative to those who might have gotten behind the wheel after consuming alcohol.

community. It is more than conducting substance abuse screenings, or providing treatment and compliance monitoring for convicted DWI offenders. This program is also about sitting in court rooms for hours, monitoring the DWI cases are processed and adjudicated.

It is about answering the phone in the middle of the night because a surviving family member needs to know that someone cares that her loved on was killed by someone who chose to commit the crime of DWI.

It's about having the cashier at Walmart remember you teaching prevention to them ten years ago and remembering the brain is the boss of their body.

It is about sitting in a courtroom, next to a victim of DWI and having her crush your hand as she listens to the judge pronounce verdict and sentence upon the offender who changed her family's life forever.

It's about answering the hard questions when a student comes to you at the end of a class to ask you what to do if his parents are using illegal drugs.

It is about second guessing everything you are doing, when you host an all-day prevention activity, alternate community activity and fund an enforcement activity on the same day someone decided to drink and drive, drive the wrong way on a Torrance County Road, and kill three victims – including a toddler.

I have attempted to find alternate sources of funding, including federal sources, foundations, and even through the liquor industry – with no success.

There is some money available in the Smart Choice fund to be used in case of an emergency, such as vehicle maintenance or repair or computer replacement or repair.

There is also a balance in the county's Drug Education Fund, although that has oversight from a committee and it is not always easy to access.

Because of the budget cuts, we were unable to provide any financial support for red ribbon week drug prevention activities in Torrance County elementary schools this year, for the first time in my tenure as coordinator.

My intent today is to ask you to open your minds, put on your thinking caps, and help me to find a solution to this funding issue. GoFundMe? Fundraisers? Bake



The publications went out today in The Independent for the Moriarty Schools and the publications will go out tomorrow in the Mountain View Telegraph for the Estancia and Mountainair schools.

**Betty Cabber, Assessor**, speaks. She states that there was an increase in values and part of that has to do with the state assessed accounts, such as the railroads, cell towers, etc., which increased quite a bit. There was also an increase in some residential and non-residential properties and the mill rates also increased slightly. The Assessor's Office will be mailing out the agricultural rendering forms in January, which will include a schedule of when they will be going out into the community and conducting satellite offices.

Ms. Cabber states that the State Legislature's opening session begins on January 17<sup>th</sup>. The budget is the top priority and it's very important that every citizen be involved in this process.

**Commissioner Frost** has no report this morning.

**Madam Commissioner DuCharme** comments about the recent application from the Fire Department for a grant to purchase an ambulance. The purchase price of the ambulance is approximately \$144,000.00, with a County match of \$15,000.00. She comments that she thinks this is a very good deal for the County and thanks the Fire Department for finding this grant.

Madam Commissioner DuCharme comments about the recent Holiday decorations around the community that add so much to the spirit of the holiday's for our community. She comments about a resident who has a decoration with Santa on a motorcycle; what else can you do but smile? If your neighbor is doing this kind of thing, tell them what happiness they are bringing and thank them! And Merry Christmas to everyone!

**Chairman Candelaria** informs all that the Estancia High School Basketball team is hosting a Holiday Hearts Clothing Drive. Please consider donating gently used clothing. You can drop off your donations at any Estancia School office until Friday, December 16<sup>th</sup>. All donations will be greatly appreciated! Chairman Candelaria takes this opportunity to wish all our County employees and all our County and State residents a very safe and Merry Holiday season. He especially recognizes our Law Enforcement that is, at times, so disrespected. This year, 80% more officers have been killed in the line of duty, primarily because of

reviewed the nominations and agreed that each of these employees is worthy of this recognition. And the winners are.....

- Anthony Medina from the Road Department- Accident free for 197 days!
- Carol Aragon from the Treasurer's Office- Accident free for 3,303 days!
- Ron Fulfer from the Sheriff's Department- Accident free for 3,403 days!

Congratulations to all!!!

And a big thanks again to Mr. Nick Sedillo for his outstanding efforts as the Chair of our Safety Committee!

**15. Transfer of Animal Control to the Torrance County Animal Shelter- Sheriff White** Sheriff White speaks. The Sheriff's office has been in charge of animal control for some time and it has worked well, but they have been experiencing a significant increase in the call volume for animal control recently. Today, Sheriff White is requesting that the Commission approve the transfer of the animal control duties to the Animal Shelter. Ms. Cindi Sullivan, Animal Shelter Director, has presented the Commission with a proposed budget for the addition of a full-time and a part-time animal control employee to take over these duties. The addition of a full-time and part-time employee will mean that there will be someone available for animal control issues 7 days a week without having to use any overtime. This transfer will release a Deputy from handling animal control duties and enable him to focus on his Deputy duties and will enable the Animal Shelter to handle animal control issues on their own. Sheriff White clarifies for the Commission that if an animal control issue appears to be felony-related and/or dangerous, the Sheriff's office will still be involved. The addition of a full-time and part-time animal shelter employee will require an increase of \$60,500.00 to the Animal Shelter budget. The Commission agrees to this increase and directs the Manager's office to pull these funds from the Wind PILT budget. The Sheriff's office will also transfer a vehicle to the Animal Shelter. All documentation hereto attached. **ACTION TAKEN:** Commissioner Frost makes a motion to transfer Animal Control to the Torrance County Animal Shelter. Madam Commissioner DuCharme seconds the motion. No further discussion. The Commission votes; all in favor, none opposed. **MOTION CARRIED**


**3. Youth Risk and Resiliency Presentation- Billie Clark, Partnership for a Healthy Torrance Community** Ms. Clark speaks. She presents the Commission

ways to get results out to the public that better demonstrate the impact parents have on their youth. Ms. Clark will look into this.

Ms. Clark is sincerely thanked for her informative presentation and all her hard work. All documentation hereto attached. **NO ACTION, INFORMATION ONLY**

**4. December 2016 DWI Awareness Month Proclamation- Tracey Master, DWI Prevention Coordinator Ms. Master speaks. She reads the following Proclamation into the record:**

PROCLAMATION



**“DWI Awareness Month”  
December 2016**

**WHEREAS**, Torrance County values the health and safety of all our citizens; and

**WHEREAS**, local leaders, in government and in the community, know that the support of the citizens in our communities is the most effective tool they can have in their efforts to reduce the use of alcohol and other drugs by New Mexicans; and

**WHEREAS**, Torrance County is joining with the New Mexico DWI Coordinators Affiliate to support their efforts to reduce DWI crashes, DWI fatalities and the use of alcohol by residents throughout the State; and

**WHEREAS**, the New Mexico DWI Coordinators Affiliate represents 33 counties with the common goal of reducing the incidence of DWI, alcoholism, alcohol abuse, drug addiction or drug abuse and preventing or reducing the incidence of domestic abuse related to the use or abuse of alcohol; and

**WHEREAS**, the DWI Coordinators in these counties provide services under Local DWI Programs that provide Compliance Monitoring/Tracking for over 12,588 offenders ensuring that these offenders are in compliance with Court Ordered requirements; and

**WHEREAS**, these programs throughout the State also provided more than 73,925 hours and 14,168 sessions of treatment in 2015 with over 14,671 offenders receiving detoxification services; and

**WHEREAS**, students (K-12<sup>th</sup> grade) throughout the State also receive prevention education/activities through these programs; and

this increase are available in Ms. Master's overall treatment budget. All documentation hereto attached. **ACTION TAKEN:** Madam Commissioner DuCharme makes a motion to approve Amendment 1 to Contract FY2017-DWI-04 between Torrance County Counseling and Torrance County. Commissioner Frost seconds the motion. No further discussion. The Commission votes; all in favor, none opposed. **MOTION CARRIED**

**6. Termination of Professional Service Agreement with John Steiner- Tracey Master DWI Prevention Coordinator** Ms. Master speaks. She reads the following letter into the record:

December 14, 2016

John Steiner  
533 Arizona SE  
Albuquerque, NM 87108

Dear Mr. Steiner:

On behalf of the Torrance County DWI Prevention Program, we would like to thank you for the time and effort you have invested in evaluating our prevention component. The information gleaned from the evaluation is valuable and will be used to improve our program.

As you are aware, the state's budget crisis has had a negative impact on many programs, with the legislature having to raid various fund balances, including the Local DWI Grant and Distribution Program, administered by the Department of Finance and Administration, Local Government Division, Special Programs Bureau. These cuts have proven devastating to many county programs and, unfortunately, Torrance County is no exception.

Due to the aforementioned funding decrease, Torrance County must exercise the termination clause found in your contract, effective January 31, 2017. The final invoice will be due no later than February 15, 2017.

We thank you for the time and effort you provided to our program and wish you well in the future.

Sincerely,

All documentation hereto attached. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the termination of the Professional Service Agreement with John Steiner. Madam Commissioner DuCharme seconds the motion. No further discussion. The Commission votes; all in favor, none opposed. **MOTION CARRIED**

**7. Amendment Contract #1 to Contract FY2017-DWI-01 between Lucia Lucero and Torrance County- Tracey Master DWI Prevention Coordinator**

makes a motion to approve the Memorandum of Understanding between Torrance County and the Department of Finance and Administration. Commissioner Frost seconds the motion. No further discussion. The Commission votes; all in favor, none opposed.

**MOTION CARRIED**

- c. **DOH Assurances and Cooperative Agreement** This basically states that we will follow the confidentiality rules as they pertain to substance abuse treatment. All documentation hereto attached.

**ACTION TAKEN:** Madam Commissioner DuCharme makes a motion to approve the DOH Assurances and Cooperative Agreement. Commissioner Frost seconds the motion. No further discussion. The Commission votes; all in favor, none opposed. **MOTION CARRIED**

- d. **Statement of Assurances** This basically outlines the rules that were indicated in the MOU. All documentation hereto attached. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the Statement of Assurances. Madam Commissioner DuCharme seconds the motion. No further discussion. The Commission votes; all in favor, none opposed. **MOTION CARRIED**

**11. Resolution 2016-52 Line Item Transfer(s) - Amanda Tenorio, Finance**

**Director** Ms. Tenorio speaks. She is requesting approval of Resolution 2016-52 Line Item Transfers. These line item transfers are within their budgeted funds. All documentation hereto attached. **ACTION TAKEN:** Commissioner Frost makes a motion to approve Resolution 2016-52 Line Item Transfers. Chairman Candelaria seconds the motion. No further discussion. The Commission votes; all in favor, none opposed. **MOTION CARRIED**

**12. Resolution 2016-53 Cash Transfers & Line Item Transfers between funds**

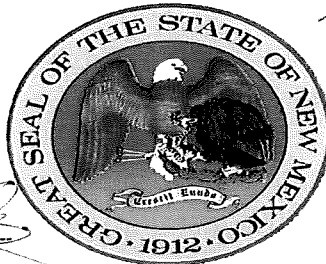
– **Amanda Tenorio, Finance Director** Ms. Tenorio speaks. She is requesting approval of Resolution 2016-53 Cash Transfers & Line Item Transfers. This cash transfer is from the P&Z General fund to the P&Z Court Fee fund. All documentation hereto attached. **ACTION TAKEN:** Commissioner Frost makes a motion to approve Resolution 2016-53 Cash Transfers & Line Item Transfers between funds. Chairman Candelaria seconds the motion. Madam Commissioner DuCharme asks if this kind of transfer is allowed. Ms. Tenorio replies that it is. No further discussion. The Commission votes; all in favor, none opposed. **MOTION CARRIED**

## Certificate of Election


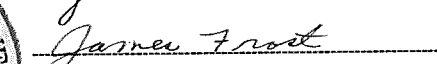
We, the undersigned, do hereby certify that, after having canvassed carefully the votes cast for the election held on the 8th day of November in the year 2016, in Torrance County, New Mexico, do find and declare that

LINDA JARAMILLO

has been duly and lawfully elected to the office of County Clerk. Given under our hands and official seal at Torrance County, New Mexico, on this 14th day of December, A.D., 2016.



  
CLERK

  
Julia DuCharme  
  
James Frost  
MEMBERS

**ACTION TAKEN:** Madam Commissioner DuCharme makes a motion to approve the issuance of Certificates of Election for the General Election held November 8, 2016. Commissioner Frost seconds the motion. No further discussion. The Commission votes; all in favor, none opposed. **MOTION CARRIED**

**17. Fair Board Letters of Interest Due December 21<sup>st</sup>, 2016** Ms. Annette Ortiz informs the Commission that the new deadline for submission of letters of interest for positions on the Torrance County Fair Board is December 21, 2016. The Commission will have the opportunity to make Fair Board appointments at the December 28<sup>th</sup> Commission meeting. **NO ACTION, INFORMATION ONLY**

**18. Qualifications/Hiring Process for County Manager Position** Commissioner Frost speaks. Last month, Commissioner Frost presented a proposed list of qualifications for the hiring of a new County Manager. He asks for input and after some discussion, he reads his updated proposed invitation for applicants into the record. The Commission agrees that a criminal background check will be conducted on all applicants and a possible financial background check as well, if it is allowed by law. A job specification sheet will be attached to the application. The request for applicants will be published in the local papers, announced on our local radio station, published once in the Albuquerque journal, possibly advertised

Torrance County Board of Commissioners  
PO BOX 48  
Estancia, NM 87016.

Chairman Candelaria seconds the motion. Madam Commissioner DuCharme comments that if Ms. Ortiz decides to apply for this position, she should not participate in any part of the hiring process. She also comments that the new Commission should be working on this, not the current Commission. Ms. Ortiz comments that her administrative assistant can accept the applications, time stamp them, and put them in a file for Commission review. As HR for the County, she has a list of possible interview questions that the Commission can review, if they wish, to assist them in the interview process. No further discussion. The Commission votes; all in favor, none opposed. **MOTION CARRIED**

**9. FY16 EMPG Sub-Grant Agreement Ratification- Javier Sanchez, Emergency Manager** Ms. Ortiz speaks. Mr. Sanchez is not able to attend today's meeting. This is the salary grant that pays for the Emergency Manager. Madam Commissioner DuCharme asked why we are approving this grant now when performance period listed on the grant is from July 1, 2016 to June 30, 2017. Ms. Ortiz replies that Mr. Sanchez informed her that the grant is in arrears because the State had a delay and did not issue the sub-grant agreements until the end of October. All documentation hereto attached. **ACTION TAKEN:** Commissioner Frost makes a motion to ratify the FY16 EMPG Sub-Grant Agreement, Chairman Candelaria seconds the motion. No further discussion. The Commission votes; all in favor, none opposed. **MOTION CARRIED**

**10. FEMA-4152-DR-NM Grant Extension- Javier Sanchez, Emergency Manager** Ms. Ortiz speaks. Mr. Sanchez is not able to attend today's meeting. Ms. Ortiz states that Mr. Sanchez is requesting this grant extension because the Road Department needs more time to complete this disaster recovery project. All documentation hereto attached. **ACTION TAKEN:** Commissioner Frost makes a motion to the FEMA-4152-DR-NM Grant extension. Chairman Candelaria seconds the motion. Madam Commissioner DuCharme asks for clarification about project 'PW 37' as listed on the extension amendment, which will be extended until 2/28/17. Mr. Leonard Lujan from the Road Department explains. He states that 'PW 37' is the name FEMA gave to these projects. 'PW 37' will involve the following:

Madam Commissioner DuCharme asks about the renovations at the Judicial Complex. Ms. Ortiz states that she will be going tomorrow to do the final walk through and the punch list. The Sheriff has been visiting the site; cubicles are being ordered and locks are being installed.

**Public Requests:** At the Discretion of the Commission Chair. For Information Only (**No Action Can Be Taken**). Comments are limited to three (3) minutes per person on any subject.

**Michelle Jones, resident and Clerk's Office Admin. Asst. III**, (myself) speaks. She thanks the Commission for their consideration concerning supplementing the DWI program. It's critical and she looks forward to the next Commission meeting when she hopes to see the Commission approve funding the gaps in the program.

**Annette Ortiz, resident and Interim County Manager**, reminds all that the Estancia High School Girls Basketball Team is hosting a Holiday Hearts clothes drive. Please consider donating.

**\*Adjourn**

**ACTION TAKEN:** Madam Commissioner DuCharme makes a motion to adjourn the December 14, 2016 Commission Meeting. Commissioner Frost seconds the motion. No further discussion. The Commissioners vote; all in favor, none opposed. **MOTION CARRIED.** Meeting adjourned at 12:51 pm

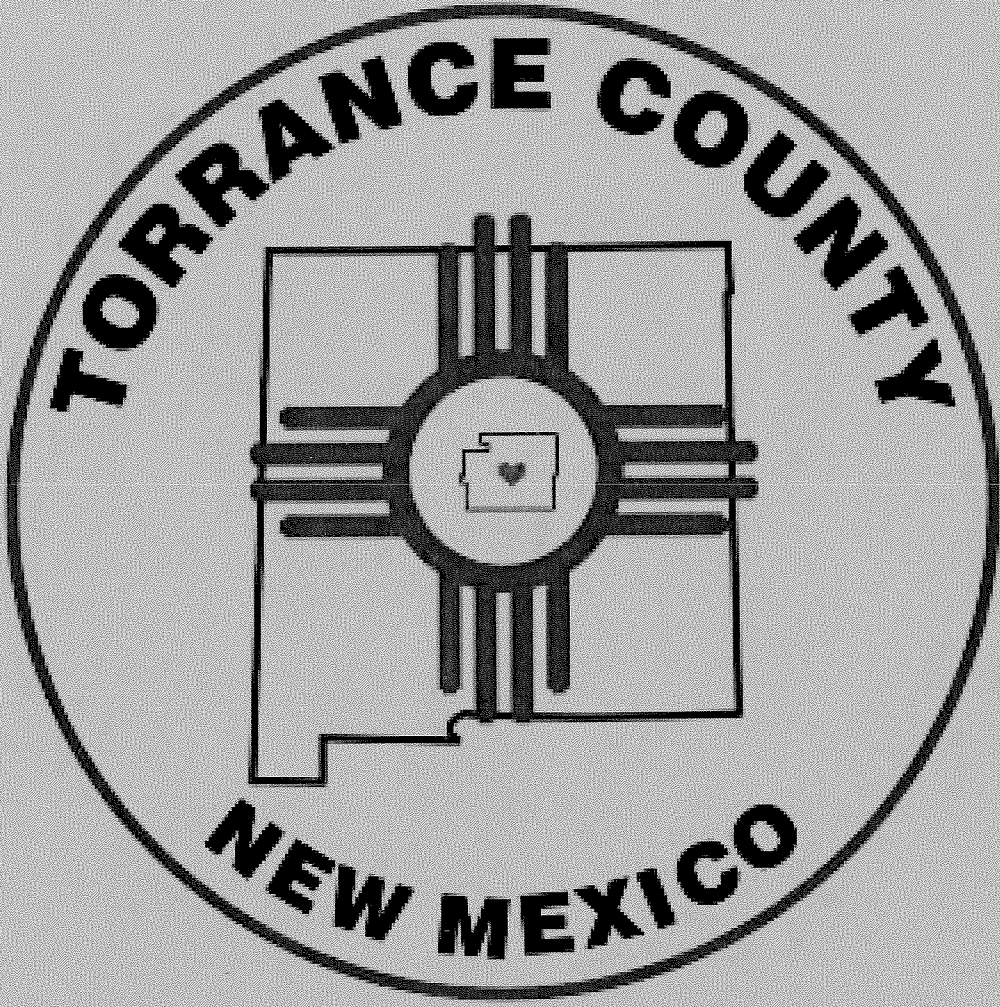
\_\_\_\_\_  
Chairman Candelaria

\_\_\_\_\_  
Michelle Jones, Admin. Assist. III

\_\_\_\_\_  
Date

**The video of this meeting can be viewed in its entirety on the Torrance County NM Website. Audio discs of this meeting can be purchased in the Torrance County Clerk's Office and the audio of this meeting will be aired on our local radio station KXNM.**





*Consent Agenda*

C E R T I F I C A T I O N

TOTAL CHECKS PRINTED

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 139,787.08 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 12/20/2016 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

-----  
James W. Frost

-----  
Leroy M. Candelaria

-----  
Julia DuCharme

-----  
Linda Jaramillo

ATTEST BY

THE UNDERSIGNED COUNTY TREASURER DOES HEREBY CERTIFY THAT SUFFICIENT FUNDS EXIST FOR THESE ACCOUNTS PAYABLE CHECKS TO BE ISSUED ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

-----  
Janice Y. Barela

INVC#	Name	Description	Line Item	PO#	Amount
1121416	AIRGAS USA LLC	CYLINDER RENTAL FEE NOV -16	406912230		88.87
88.87	TOT\$ AIRGAS INC	INVOICE # 9941035636			
	PAID P O BOX 676015	ACCOUNT # 2159858			
88.87	BAL DALLAS TX 75267 6015				
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31121416	AIRGAS USA LLC	CYLINDER RENTAL FEE	405912230		111.12
111.12	TOT\$ AIRGAS INC	INVOICE # 9941035635			
	PAID P O BOX 676015	ACCOUNT# 2287851			
111.12	BAL DALLAS TX 75267 6015				
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32121416	AIRGAS USA LLC	2-OXYGEN USP MEDICAL PURE 200	405912230		159.33
478.00	TOT\$ AIRGAS INC	CGA 540 (1) OXYGEN USP 125	406912230		159.33
	PAID P O BOX 676015	8-OXYGEN USP DA MED CGA 870	408912230		159.34
478.00	BAL DALLAS TX 75267 6015	DELIVERY FEE/FUEL SURCHARGE/HAZM			
		INVOICE# 9058102113			
		ACCOUNT# 2296717			
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33121416	AUTOZONE INC.	4 - BATTERIES FOR COMMAND	411922248		679.11
679.11	TOT\$	TRAILER - BATTERY BACKUP			
	PAID P.O. BOX 116067	FOR RADIO COMMUNICATIONS AND			
679.11	BAL ATLANTA GA 30368 6067	LIGHTING			
		VEREAL APPROVAL BY L. OLIVAS			
		1543 ON 11/14/16 TMP-171110			
		INVOICE# 2248498399			
		INVOICE# 2248498766			
		ACCOUNT# 716410			
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34121416	AUTOZONE INC.	BATTERIES, WIPER BLADES, WASHER	401502201		983.82
983.82	TOT\$	FLUID, AUTO SUPPLIES			
	PAID P.O. BOX 116067	NOVEMBER 2016			
983.82	BAL ATLANTA GA 30368 6067	COMMODITY CODES: 92847			
		INVOICE# 2248498502, 2248498944,			
		2248499266, 2248505107, 22485058			
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35121416	BLACK DUCK INC	20-TCSO BEANIES (64443)	401502236		410.00
410.00	TOT\$	4-COKKLIN SHIRTS (64443)			
	PAID 4820 PAN AMERICAN FWY NE	2-GARCIA SHIRTS (64443)			
410.00	BAL ALBUQUERQUE NM 87109	2-FORMENTO SHIRTS (64685)			
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36121416	C & H METALCRAFTS	SHERIFF FLAT BADGE	410502222		78.00
78.00	TOT\$	H. WHITE			
	PAID 4900 LOMAS NE	INVOICE# 4001			
78.00	BAL ALBUQUERQUE NM 87110				
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2121416	CENTURYLINK	TCFD 5 MONTHLY BILL NOV-DEC	405912207		442.83
2997.45	TOT\$	CLERK NOVEMBER FAX LINE	401202207		54.80
	PAID P O BOX 29040	TCFD 6 MONTHLY BILL	418912207		223.78
2997.45	BAL PHOENIX AZ 85038 9040	TREASURE'S OFFICE	401302207		56.26
		ROAD MONTHLY BILL	402602207		94.41
		ASSESSOR'S OFFICE MONTHLY FAX	401402207		56.26

INVC#	Name	Description	Line Item	PO#	Amount
37121416	COMPUTER CORNER INC	SAMSUNG 21.5 LED LCD MONITOR	685082218		149.52
149.52	TOT\$	INVOICE # 150331			
	PAID	ACCOUNT # 2464732			
149.52	BAL				
3121416	CORRECTIONS CORP. OF AMERICA	INMATE COST	420702172		55039.25
58834.83	TOT\$	INMATE MEDICAL	420702173		3795.58
	PAID	NOV-16			
58834.83	BAL				
1121416	DIAL-HERNANDEZ, LILLIAN	LILLIAN DIAL-HERNANDEZ / MILEAGE	629492205		83.56
83.56	TOT\$				
	PAID				
83.56	BAL				
4121416	EAST MOUNTAIN PHYSICAL THERAPY	CHAVEZ INMATE MEDICAL	420702173		386.68
386.68	TOT\$				
	PAID				
386.68	BAL				
38121416	EAST MOUNTAIN PHYSICAL THERAPY	CHAVEZ- INMATE MEDICAL	420702173		193.34
193.34	TOT\$				
	PAID				
193.34	BAL				
39121416	EMERGENCY REPORTING	4 - FIRE AND EMS PACKAGE ANNUAL	407912272	30220	1888.45
15191.15	TOT\$	SUBSCRIPTION	406912272	30220	2381.45
	PAID	4 - FIRE AND EMS PACKAGE ONE-	408912272	30220	2381.45
	BAL	TIME SETUP FEE	409912272	30220	1888.45
15191.15	BAL	3 - FIRE PACKAGE ANNUAL	405912272	30220	2381.45
		SUBSCRIPTION	418912272	30220	1888.45
		3 - FIRE PACKAGE ONE-TIME	413912272	30220	2381.45
		SETUP FEE		30220	
		7 - GOOGLE MAPS ANNUAL		30220	
		SUBSCRIPTION		30220	
		7 - GOOGLE MAPS ONE-TIME SETUP		30220	
		FEE		30220	
		INVOICE # 2016_5709			

5121416	ESPINOSA-MOORE, BERTHA	TRAVEL REIMBURSEMENT	629522205		68.18
68.18	TOT\$				
	PAID				

INVC#	Name	Description	Line Item	PO#	Amount
68.18	BAL EDGEWOOD NM 87015				
59121416	EVSWA	P&Z (8) ROLL-OFF PULLS	628342272		7395.00
7395.00	TOT\$	(1) TIRE RECYCLING			
	PAID	ACCOUNT# 1426			
7395.00	BAL ESTANCIA NM 87016				
60121416	EVSWA	P&Z (9) ROLL-OFF PULLS	628392272		4823.00
4823.00	TOT\$	(1) CLEAN UP LABOR			
	PAID				
4823.00	BAL ESTANCIA NM 87016				
61121416	EVSWA	P&Z (1) MOBILE HOME TEAR DOWN	685082274		1260.00
1260.00	TOT\$				
	PAID				
1260.00	BAL ESTANCIA NM 87016				
6121416	G & K SERVICES	MATS, MOPS, ECT. ADMIN. BLDG. NOV	401152237		856.05
1876.85	TOT\$	MATS, MOPS, ECT. ADMIN. BLDG. NOV	401162237		1020.80
	PAID				
1876.85	BAL BOXTON MA 02284 2385				
7121416	GARCIA, DIEGO	DOT PHYSICAL	402602272		110.00
110.00	TOT\$				
	PAID				
110.00	BAL TIJERAS NM 87059				
8121416	GUSTIN HARDWARE INC.	4 - INSULATED BEBS/COVERALLS	600062248		254.16
254.16	TOT\$	ROAD DEPARTMENT			
	PAID	JOHNNY CHAVEZ, JOHN 'ADAM' GOMEZ			
254.16	BAL ESTANCIA NM 87016	ANTHONY MEDINA, RANDALL			
		RODRIGUEZ			
9121416	HART'S TRUSTWORTHY HARDWARE	10 - VALSPAR PAINT FOR FLOOR	405912215		299.90
299.90	TOT\$	VERBAL APPROVAL BY L. OLIVAS			
	PAID	1345 ON 8/1/2016 TMP-070803			
299.90	BAL MORIARTY NM 87035	COMMODITY CODES: 63050			
		INVOICE# B195166			
		ACCOUNT# 33			
10121416	HART'S TRUSTWORTHY HARDWARE	38 - BATTERY OPERATED SMOKE	411922248		189.62
189.62	TOT\$	DETECTORS			
	PAID	INVOICE# C189469			
189.62	BAL MORIARTY NM 87035	ACCOUNT# 33			
40121416	HART'S TRUSTWORTHY HARDWARE	GLASS CLEANER, LIBMAN WHISK	406912220		92.28
284.38	TOT\$	BROOM, SHOP TOWELS, HAND CLEANER	406912218		85.52
	PAID	TRUCK WASHING SPONGE, WASHER			
284.38	BAL MORIARTY NM 87035	FLUID, PENZOIL 10W40, RATCHET	406912248		106.58
		STRIP, OIL ABSORBENT			
		INVOICE # B206995			

INVC#	Name	Description	Line Item	PO#	Amount
41121416	HART'S TRUSTWORTHY HARDWARE	ROLL INSULATION	406912215		74.97
74.97	TOT\$	(2) ELECTRIC SPACE HEATERS			
PAID	P.O. BOX 2459	INVOICE # C189446			
74.97	BAL	ACCOUNT# 33			
42121416	HIGHER STANDARDS AUTOMOTIVE	RIGHT, LEFT, AND INNER TIRE RODS	420742201		889.00
889.00	TOT\$	FRONT SHOCKS/STRUTS			
PAID	PAUL AVILA	HOOPER - CROWN VIC			
889.00	BAL	INVOICE # 223			
		ACCOUNT # 132			
12121416	HONSTEIN OIL CO.	P&Z FUEL NOVEMBER	685082202		122.43
122.43	TOT\$	INVOICE# Z23			
PAID	11 PASEO REAL	ACCOUNT# 3873			
122.43	BAL				
13121416	INDEPENDENT NEWS LLC	AD FOR SATELLITE OFFICES	609302221		370.12
370.12	TOT\$	INVOICE # 75942			
PAID	P O BOX 1056				
370.12	BAL				
14121416	LIL SONNYS SIGN SOURCE LLC	12 - 3" X 3" DECALS	401502218		374.00
374.00	TOT\$	20 - 3" X 3" DECALS			
PAID	PO BOX 759	6 - 6" X 6" DECALS			
374.00	BAL	2 - 12" X 12" DECALS			
		20 - 1* 3" X 3" DECALS			
		TAX			
		TO REPLACE DECALS ON DEPUTY			
		UNITS THAT ARE PEELING			
15121416	LOBO INTERNET SERVICES LTD	FRONTNET WIRELESS INTERNET ACCE	401652203		476.52
476.52	TOT\$	10 MEG CONNECTION W/20 MEG BURST			
PAID	2419 SAN PEDRO DR NE	@ DISPATCH-911 CENTER, FIRE MARSH			
476.52	BAL	INVOICE# 87757			
		ACCOUNT# TORCOU			
16121416	LOBO INTERNET SERVICES LTD	DOMAIN NAME RENEWAL	401652203		34.46
34.46	TOT\$	ACCOUNT# 87758			
PAID	2419 SAN PEDRO DR NE	ACCOUNT# TORCOU			
34.46	BAL				
43121416	LOBO INTERNET SERVICES LTD	RECORDING OF COMMISSION MEETINGS	401052272		437.48
437.48	TOT\$	& PLANNING & ZONING			
PAID	2419 SAN PEDRO DR NE	INVOICE # 88228			
437.48	BAL	ACCOUNT# TORCOU			

INVC#	Name	Description	Line Item	PO#	Amount
44121416	LOBO INTERNET SERVICES LTD	(3) HOURS WEBSITE DESIGN	401652203		274.60
274.60	TOT\$	PER N. SEDILLO REQUEST 10/13/16			
	PAID	INVOICE # 88230			
274.60	BAL				
45121416	MORIARTY FOODS	FOR CHRISTMAS PARTY 12/8/2016	629522224		87.96
87.96	TOT\$	HOT COCOA, PASTRIES, 8 OZ CUPS,		30461	
	PAID	BOTTLED WATER, RIBBON, BALLOONS,		30461	
	PAID	2 DOOR PRIZES		30461	
87.96	BAL	INVOICE # 4920			
		ACCOUNT # 554			
17121416	MOUNTAIN VIEW TELEGRAPH	LEGAL NOTICE FOR RFP 2017-01	413912221		60.86
60.86	TOT\$	ON SITE FIRE APPARATUS REPAIR		30373	
	PAID	2 EDITION RUN		30373	
60.86	BAL	INVOICE# 10001321168-1117			
		INVOICE# 10001321168-1124			
		ACCOUNT# 1005009			
46121416	MOUNTAIN VIEW TELEGRAPH	AD FOR SATELLITE OFFICES	609302221		387.68
387.68	TOT\$	ACCOUNT # 1004918		30318	
	PAID				
387.68	BAL				
47121416	MOUNTAIN VIEW TELEGRAPH	RESOLUTION 2016-046 CLEAN UP	401082221		169.56
169.56	TOT\$	1 EDITION 11/3/2016		30323	
	PAID	INVOICE# 10001319465-1103		30323	
169.56	BAL	ACCOUNT# 1005905			
48121416	MOUNTAIN VIEW TELEGRAPH	ONGOING TIRE AMNESTY AD	628342221		204.60
204.60	TOT\$	INVOICE # L0001319829-117		30354	
	PAID	INVOICE # 1320746			
204.60	BAL				
49121416	MY STORAGE	USED STORAGE SHED	430822238		1750.00
1750.00	TOT\$			30463	
	PAID				
1750.00	BAL				
50121416	NEW MEXICO APPARATUS LLC	DIST. 1 VFD	407912201		608.16
7212.85	TOT\$	BRUSH 12 MECHANICAL SEAL KIT			
	PAID	INVOICE # 91928			
7212.85	BAL	FIRE ADMIN. (5) TON MILITARY	411922248		5822.49
		REPAIR WATER LEAK, LIGHT INSTAL.			
		INVOICE # 91927			
		TCFD 3	408912201		782.20
		RESCUE 3 PM.DOT.TIRE ROATATION			
		INVOICE # 91926			
51121416	NEW MEXICO CLEAN ENERGY	PARTIAL REFUND FOR OVERCHARGE	610402270		50.00
				30486	

INVC#	Name	Description	Line Item	PO#	Amount
150.00	TOT\$ KRISTINA LORD LINDE	PERMIT UT2016-13	685082270	30486	50.00
	PAID 305 SIERRA PLACE NE		401082270	30486	25.00
150.00	BAL ALBUQUERQUE NM 87108		675072270	30486	25.00
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18121416	NM ONE CALL SYSTEM INC	NM108 QUARTERLY BASIC MEMBERSHIP	402602203		798.12
798.12	TOT\$ NEW MEXICO 811	NM109 QUARTERLY ALLOCATION USAGE			
	PAID 1021 EUBANK BLVD NE	NM103 FAX HANDLING FEE			
798.12	BAL ALBUQUERQUE NM 87112	INVOICE # 150926285			
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52121416	NORTHERN TOOL & EQUIPMENT CO	1 - NATURAL GAS MR. HEATER VENT-	405912215	30379	379.98
379.98	TOT\$ BLUETARP FINANCIAL INC	FREE RADIANT HEATER FOR USE		30379	
	PAID PO BOX 105525	AT DISTRICT 5 SUBSTATION		30379	
379.98	BAL ATLANTA GA 30348 5525	1 - PROPANE MR. HEATER VENT-FREE		30379	
		RADIANT HEATER		30379	
		SHIPPING		30379	
		INV36565774			
		INV36565774			
		INV36625966			
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53121416	NORTHERN TOOL & EQUIPMENT CO	1 - 18V 9PC CORDLESS KIT FOR	413912248	30377	1289.98
1289.98	TOT\$ BLUETARP FINANCIAL INC	EXTRICATION PURPOSES FOR		30377	
	PAID PO BOX 105525	TORRANCE 49 (CHIEF)		30377	
1289.98	BAL ATLANTA GA 30348 5525	1 - PROFESSIONAL 2-IN-1		30377	
		POWERPACK AND JUMPSTARTER		30377	
		SYSTEMS		30377	
		SHIPPING		30377	
		INV36565763			
		INV36763871			
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54121416	PADILLA, CHARMEN	CHARMEN PADILLA - MILEAGE	629522205		348.75
348.75	TOT\$				
	PAID PO BOX 844				
348.75	BAL MOUNTAINAIR NM 87036				
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55121416	PHYSIO CONTROL INC	4 - LIFEPAK 1000 BATTERY	406912248	30421	680.30
2040.90	TOT\$	3206245-003	408912248	30421	680.30
	PAID 11811 WILLOWS RD NE	20 - ADULT LIFEPAK PADS	405912248	30421	680.30
2040.90	BAL REDMOND WA 98052	ELECTRODES 3202674-005		30421	
		VERBAL APPROVAL BY L. OLIVAS		30421	
		959 ON 11/22/2016 TMP-171123		30421	
		INVOICE # 416192176			
		ACCOUNT # 12911303			
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19121416	PITNEY BOWES INC.	LEASING CHARGES	401052203		426.45
426.45	TOT\$ FINANCIAL SERVICES LLC	LEASE # 3302247436			
	PAID P.O. BOX 371887	INVOICE# 3302247436			
426.45	BAL PITTSBURGH PA 15250 7887	ACCOUNT# 15859284			



INVC#	Name	Description	Line Item	PO#	Amount
20121416	PLATEAU WIRELESS	CIRCUIT LINES FOR FIBEROPTIC	401652203		1768.55
1768.55	TOT\$	INVOICE # 8183086			
	PAID	ACCOUNT# 00003 61934			
1768.55	BAL				
56121416	RADAR SHOP	RADAR UNIT RECERTIFICATION	401502272	30398	1273.00
1273.00	TOT\$	2017		30398	
	PAID	INVOICE # 8574			
1273.00	BAL				
21121416	RESCUE TACTICS & TRAINING LLC	7 - SAR TECH II CLASS TRAINING/	411922266	30427	3465.15
3465.15	TOT\$	BOOKS/TESTING		30427	
	PAID	R. STURCHIO, A. STURCHIO, M.		30427	
3465.15	BAL	BELLANTE, Y. MARRS, B. TRAVIS,		30427	
		C. FUERTES, D. TUCKER		30427	
		INVOICE # 1026			
23121416	RICOH USA, INC	MP354SP C86130949	401302203		222.01
222.01	TOT\$	9/23/2016 TO 10/22/2016			
	PAID	INVOICE # 97931558			
222.01	BAL	ACCOUNT # 80569-101603447			
24121416	RICOH USA, INC	MPC3503-C86131093	401082203		288.95
288.95	TOT\$	INVOICE # 97931560			
	PAID	ACCOUNT# 80569-10272665051			
288.95	BAL				
22121416	RICOH USA, INC	***REPLACES PO 28745***	402602203	29850	10.45
10.45	TOT\$	BLACK & WHITE COPIES			
	PAID	INVOICE # 5045833362			
10.45	BAL	ACCOUNT # 3940880			
57121416	RICOH USA, INC	***REPLACES PO 29791, WHICH WAS	401052203		413.16
413.16	TOT\$	ACCIDENTALLY CLOSED ON 11/28/16*			
	PAID	1 RICOH MPC4530; 1 NSI AS WRKFLW			
413.16	BAL	DVE LIC (IDEV LIC) MAINT 8PS			
		INSTALLATION NSI AUTOSTORAGE			
		MP5001 V801500501 P/U			
		THIS PO IS SUBJECT TO WSCA			
		CONTRACT #1715 AND STATE OF			
		NEW MEXICO CONTRACT #90-000-00-			
		000092A. 36 MO. LEASE			
		383.22/ MONTH			
		EACH B&W COPY IS BILLABLE AT			
		.0107 PER COPY. GOLD INCLUDES			
		PARTS, LABOR, TONER, AND STAPLES			
		EXCLUDES PAPER			
		FULL SHIP TO ADDRESS:			
		205 0TH STREET (PO BOX 48)			
		ESTANCIA, NM 87016 (ROOM 24)			

INVC#	Name	Description	Line Item	PO#	Amount
58121416	RICOH USA, INC	***REPLACES PO 29791***	401082203	30551	204.07
204.07	TOT\$	1702 COLOR IMAGES			
	PAID	INVOICE # 22138781			
204.07	BAL	ACCOUNT # 3940880			
25121416	RODRIGUEZ, RANDALL	DOT PHYSICAL RANDALL RODRIGUEZ	402602272		110.00
110.00	TOT\$				
	PAID				
110.00	BAL				
26121416	SAMBA HOLDINGS, INC.	DL MONITORING & BACKGROUND	413912272	30011	130.47
130.47	TOT\$	INVOICE # 4795-201611 NOVEMBER			
	PAID	ACCOUNT# 4795			
130.47	BAL				
27121416	SPORTSMAN'S WAREHOUSE, INC.	WINTER GEAR ITEMS - EMERGENCY	410502222	30262	1169.53
1169.53	TOT\$	FIRST AID SUPPLIES, SEARCH AND		30262	
	PAID	RESCUE ITEMS, SURVIVAL KITS,		30262	
1169.53	BAL	EMERGENCY REPLACEMENT KIT ITEMS,		30262	
		GUN ACCESSORIES AND PARTS, BLANK		30262	
		INVOICE # 126-23716			
		ACCOUNT # 0126-271697			
62121416	TRIADIC INC.	IT - TRIADIC INC. CONTRACT CHARG	401652203		4201.22
4201.22	TOT\$	INVOICE # 56080			
4201.22	BAL				
72121416	U.S. POSTMASTER	POSTAGE FOR 2017 BUSINESS	401052206		1098.00
1098.00	TOT\$	PERSONAL, PROPERTY & LIVESTOCK			
	PAID	BULK MAILINGS			
1098.00	BAL	ESTANCIA PERMIT # 12			
		ASSESSOR'S OFFICE			
63121416	UNIQUE ENTERPRISES	REPLACE WHEEL BEARING ASSEMBLY	401502201	30471	888.43
888.43	TOT\$	WATTS DODGE		30471	
	PAID	VERBAL APPROVAL BY L. OLIVAS		30471	
888.43	BAL	928 ON 12/7/2016 TMP-171205		30471	
		INVOICE # 2559			
64121416	UNIQUE ENTERPRISES	WHEEL BEARINGS AND SEALS	401502201	30472	1661.48
1661.48	TOT\$	YOUNG - CROWN VICTORIA		30472	
	PAID	VERBAL APPROVAL BY L. OLIVAS		30472	
1661.48	BAL	1456 ON 12/5/2016 TMP-171203		30472	
		INVOICE # 2554			

INVC#	Name	Description	Line Item	PO#	Amount
65121416	UNIQUE ENTERPRISES	2450 HEADLIGHT (WATTS)	401502201	29812	512.09
572.04	TOT\$	2487 OIL CHNG./AIR FLTR. (RIVERA)	420742201	29812	59.95
PAID	P O BOX 1426	2497 OIL CHNG./AIR FLTR. (FULFER)		29812	
572.04	BAL	2509 OIL CHNG./AIR FLTR. (SPRUNK)		29812	
	MORIARTY NM 87035	2511 TIRE FIX, OIL CHANGE, AIR FILTER, TIRE ROTATION; (COBB)		29812	
66121416	UNIQUE ENTERPRISES	4WD WORK	401502201	30396	668.48
668.48	TOT\$	COBB DODGE		30396	
PAID	P O BOX 1426	VERBAL APPROVAL BY L. OLIVAS		30396	
668.48	BAL	1449 ON 11/21/2016 TMP-171121 INVOICE # 2513		30396	
67121416	WAGNER EQUIPMENT CO.	PARTS, LABOR, AND TRAVEL TO	911802218	30198	1397.28
1397.28	TOT\$	REPLACE THERMOSTAT AND BELT ON		30198	
PAID	P O BOX 919000	GENERATOR AT DISPATCH		30198	
1397.28	BAL	INVOICE # S15W0766721 ACCOUNT# 88059			
68121416	WALMART COMMUNITY/GEMB	DEFENDER SENTINEL PRO WIRELESS	406912248	29183	431.99
431.99	TOT\$	8 CHANNEL DVR WITH WIRELES		29183	
PAID	PO BOX 530934	CAMERAS		29183	
431.99	BAL	ATLANTA GA 30353 0934 INVOICE # 3121655279346			
69121416	WALMART COMMUNITY/GEMB	4 - LAPTOP COMPUTERS	610402218	30332	2235.00
2235.00	TOT\$	INVOICE # 632700840605			
PAID	PO BOX 530934				
2235.00	BAL	ATLANTA GA 30353 0934			
28121416	WARREN REMMY	MONTHLY MAINTENANCE DECEMBER	911802203		360.00
360.00	TOT\$				
PAID	46 PAJARITO				
360.00	BAL	MORIARTY NM 87035			
30121416	WEX FLEET UNIVERSAL	ELECTION TRANSPORTATION FUEL	612202205		101.61
346.65	TOT\$	FUEL & CARWASH PURCHASING	401272205		70.65
PAID	PO BOX 6293	FUEL RISK MANAGER UNIT T24 SAFET	600062202		53.62
346.65	BAL	CAROL STREAM IL 60197 6293 FUEL MAINTENANCE	401152202		120.77
70121416	WITMER PUBLIC SAFETY GROUP	1 - PGI FIRELINE WILDLAND	406912248	30235	146.99
146.99	TOT\$	OVERPANT		30235	
PAID	104 INDEPENDENCE WAY	1 - PGI FIRELINE WILDLAND COAT		30235	
146.99	BAL	COATESVILLE PA 19320 1 - PGI THOROGOOD GEN-FLEX 8" SIDE ZIP JUMP BOOT ESTIMATED SHIPPING INVOICE # 1731382		30235	

INVC#	Name	Description	Line Item	PO#	Amount
71121416	WITMER PUBLIC SAFETY GROUP	1 - PGI FIRELINE WILDLAND	405912248		
461.37	TOT\$	OVERPANT;		30232	461.37
	PAID	1 - PGI FIRELINE WILDLAND COAT		30232	
461.37	BAL	1 - GLOBE QUAD CERTIFIED ZIPPER		30232	
		BOOT		30232	
		ESTIMATED SHIPPING		30232	
		INVOICE # 1731369			
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29121416	ZIA GRAPHICS INC.	125 - 16OZ GRIP N GO GRANDE RED	600062248		
675.00	TOT\$	POLYPRO CUP WITH DIAMOND PATTERN		30400	675.00
	PAID	RUBBER GRIP WITH DRINK THRU LID		30400	
675.00	BAL	INVOICE # 46856		30400	

\*\*\*TOTAL INVOICING\*\*\* 139787.08

DEBITS CREDITS

** GRAND TOTAL **	139,787.08	.00
**TOTAL	19,905.45	.00
GENERAL FUND		
COUNTY COMMISSION	2,722.68	.00
MAINTENANCE CONTRACTS	839.61	.00
POSTAGE	1,098.00	.00
TELECOMMUNICATIONS	347.59	.00
PROFESSIONAL SERVICES	437.48	.00
**DEPT		
PLANNING & ZONING	687.58	.00
MAINTENANCE CONTRACTS	493.02	.00
PRINTING/PUBLISHING/ADVERTISING	169.56	.00
REFUNDS	25.00	.00
COUNTY MANAGER	189.75	.00
TELECOMMUNICATIONS	189.75	.00
**DEPT		
ADMINISTRATIVE OFFICES MAINTENAN	976.82	.00
VEHICLE FUEL	120.77	.00
CLEANING SERVICE	856.05	.00
**DEPT		
JUDICIAL COMPLEX MAINTENANCE	1,020.80	.00
CLEANING SERVICE	1,020.80	.00
COUNTY CLERK	54.80	.00
TELECOMMUNICATIONS	54.80	.00
**DEPT		
PURCHASING DEPARTMENT	70.65	.00
MILEAGE/PER DIEM	70.65	.00
COUNTY TREASURER	278.27	.00
MAINTENANCE CONTRACTS	222.01	.00
TELECOMMUNICATIONS	56.26	.00
COUNTY ASSESSOR	56.26	.00
TELECOMMUNICATIONS	56.26	.00
COUNTY SHERIFF	6,831.82	.00
VEHICLE MAINTENANCE/REPAIR	4,714.30	.00
TELECOMMUNICATIONS	60.52	.00
EQUIPMENT MAINTENANCE/REPAIR	374.00	.00
UNIFORMS	410.00	.00
PROFESSIONAL SERVICES	1,273.00	.00
INFORMATION TECHNOLOGY DEPARTMEN	6,755.35	.00
MAINTENANCE CONTRACTS	6,755.35	.00
**DEPT		
ANIMAL SHELTER	260.67	.00
TELECOMMUNICATIONS	260.67	.00
ROAD FUND	1,122.98	.00
COUNTY ROAD DEPARTMENT	1,122.98	.00
**TOTAL		
**DEPT		

DEBITS CREDITS

402-60-2203 MAINTENANCE CONTRACTS 808.57 .00  
 402-60-2207 TELECOMMUNICATIONS 94.41 .00  
 402-60-2272 PROFESSIONAL SERVICES 220.00 .00  
 \*\*TOTAL DISTRICT 5 VFD 4,916.28 .00

\*\*DEPT STATE FIRE ALLOTMENT 4,916.28 .00  
 405-91-2207 TELECOMMUNICATIONS 442.83 .00  
 405-91-2215 BUILDING MAINTENANCE/REPAIR 679.88 .00  
 405-91-2230 MEDICAL SUPPLIES 270.45 .00  
 405-91-2248 SAFETY EQUIPMENT 1,141.67 .00  
 405-91-2272 PROFESSIONAL SERVICES 2,381.45 .00  
 \*\*TOTAL DISTRICT 2 VFD 4,456.66 .00

\*\*DEPT STATE FIRE ALLOTMENT 4,456.66 .00  
 406-91-2207 TELECOMMUNICATIONS 208.38 .00  
 406-91-2215 BUILDING MAINTENANCE/REPAIR 74.97 .00  
 406-91-2218 EQUIPMENT MAINTENANCE/REPAIR 85.52 .00  
 406-91-2220 CLEANING SUPPLIES 92.28 .00  
 406-91-2230 MEDICAL SUPPLIES 248.20 .00  
 406-91-2248 SAFETY EQUIPMENT 1,365.86 .00  
 406-91-2272 PROFESSIONAL SERVICES 2,381.45 .00  
 \*\*TOTAL DISTRICT 1 VFD 2,496.61 .00

\*\*DEPT STATE FIRE ALLOTMENT 2,496.61 .00  
 407-91-2201 VEHICLE MAINTENANCE/REPAIR 608.16 .00  
 407-91-2272 PROFESSIONAL SERVICES 1,888.45 .00  
 \*\*TOTAL DISTRICT 3 VFD 4,289.45 .00

\*\*DEPT STATE FIRE ALLOTMENT 4,289.45 .00  
 408-91-2201 VEHICLE MAINTENANCE/REPAIR 782.20 .00  
 408-91-2207 TELECOMMUNICATIONS 286.16 .00  
 408-91-2230 MEDICAL SUPPLIES 159.34 .00  
 408-91-2248 SAFETY EQUIPMENT 680.30 .00  
 408-91-2272 PROFESSIONAL SERVICES 2,381.45 .00  
 \*\*TOTAL DISTRICT 4 VFD 2,056.47 .00

\*\*DEPT STATE FIRE ALLOTMENT 2,056.47 .00  
 409-91-2207 TELECOMMUNICATIONS 168.02 .00  
 409-91-2272 PROFESSIONAL SERVICES 1,888.45 .00  
 \*\*TOTAL L. E. PROTECTION FUND 1,247.53 .00  
 \*\*DEPT COUNTY SHERIFF 1,247.53 .00  
 410-50-2222 FIELD SUPPLIES 1,247.53 .00  
 \*\*TOTAL COUNTY FIRE PROTECTION FUND 10,156.37 .00

\*\*DEPT 1/4% FIRE EXCISE TAX 10,156.37 .00  
 411-92-2248 SAFETY EQUIPMENT 6,691.22 .00  
 411-92-2266 TRAINING 3,465.15 .00

DEBITS

CREDITS

**TOTAL		4,137.67	.00
FIRE DEPARTMENT ADMIN			
**DEPT		4,137.67	.00
413-91-2207	STATE FIRE ALLOTMENT		
413-91-2221	TELECOMMUNICATIONS	274.91	.00
413-91-2248	PRINTING/PUBLISHING/ADVERTISING	60.86	.00
413-91-2272	SAFETY EQUIPMENT	1,289.98	.00
	PROFESSIONAL SERVICES	2,511.92	.00
**TOTAL	DISTRICT 6 VFD	2,112.23	.00
**DEPT		2,112.23	.00
418-91-2207	STATE FIRE ALLOTMENT		
418-91-2272	TELECOMMUNICATIONS	223.78	.00
	PROFESSIONAL SERVICES	1,888.45	.00
**TOTAL	JAIL FUND	60,636.91	.00
**DEPT		59,687.96	.00
420-70-2172	ADULT INMATE CARE		
420-70-2173	CARE OF INMATES	55,039.25	.00
420-70-2207	INMATE MEDICAL	4,375.60	.00
	TELECOMMUNICATIONS	273.11	.00
**DEPT	TRANSPORTATION OF PRISONERS	948.95	.00
420-74-2201	VEHICLE MAINTENANCE/REPAIR	948.95	.00
**TOTAL	ANIMAL SHELTER	1,750.00	.00
**DEPT		1,750.00	.00
430-82-2238	ANIMAL SHELTER		
	GROUND MAINTENANCE/IMPROVEMENTS	1,750.00	.00
**TOTAL	SAFETY PROGRAM	982.78	.00
**DEPT		982.78	.00
600-06-2202	RISK MANAGEMENT		
600-06-2248	VEHICLE FUEL	53.62	.00
	SAFETY EQUIPMENT	929.16	.00
**TOTAL	TREASURER'S FEE	757.80	.00
**DEPT		757.80	.00
609-30-2221	COUNTY TREASURER		
	PRINTING/PUBLISHING/ADVERTISING	757.80	.00
**TOTAL	PROPERTY VALUATION FUND	2,285.00	.00
**DEPT		2,285.00	.00
610-40-2218	COUNTY ASSESSOR		
610-40-2270	EQUIPMENT MAINTENANCE/REPAIR	2,235.00	.00
	REFUNDS	50.00	.00
**TOTAL	CLERK'S EQUIPMENT FUND	101.61	.00
**DEPT		101.61	.00
612-20-2205	COUNTY CLERK		
	MILEAGE/PER DIEM	101.61	.00
**TOTAL	RECYCLING & ILLEGAL DUMPING GRAN	12,422.60	.00
**DEPT		7,599.60	.00
	GRANT PROJ#17 RAID-14		

	DEBITS	CREDITS
628-34-2221	204.60	.00
628-34-2272	7,395.00	.00
===== **DEPT	4,823.00	.00
628-39-2272	4,823.00	.00
===== **TOTAL	588.45	.00
===== **DEPT	83.56	.00
629-49-2205	83.56	.00
===== **DEPT	504.89	.00
629-52-2205	416.93	.00
629-52-2224	87.96	.00
===== **TOTAL	25.00	.00
===== **DEPT	25.00	.00
675-07-2270	25.00	.00
===== **TOTAL	1,581.95	.00
===== **DEPT	1,581.95	.00
685-08-2202	122.43	.00
685-08-2218	149.52	.00
685-08-2270	50.00	.00
685-08-2274	1,260.00	.00
===== **TOTAL	1,757.28	.00
===== **DEPT	1,757.28	.00
911-80-2203	360.00	.00
911-80-2218	1,397.28	.00
===== BANK01	139,787.08	.00
===== ** BANK TOTALS **	139,787.08	.00



C E R T I F I C A T I O N

TOTAL CHECKS PRINTED

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 3,906.81 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 12/13/2016 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

-----  
James W. Frost

-----  
Leroy M. Candelaria

-----  
Julia DuCharme

-----  
Linda Jaramillo

THE UNDERSIGNED COUNTY TREASURER DOES HEREBY CERTIFY THAT SUFFICIENT FUNDS EXIST FOR THESE ACCOUNTS PAYABLE CHECKS TO BE ISSUED ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

-----  
Janice Y. Barela

INVC#	Name	Description	Line Item	PO#	Amount
1121316	EMW GAS ASSOCIATION	MONTHLY BILL DISPATCH	911802209		111.93
111.93	TOT\$	ACC# 60-9530-000			
111.93	PAID				
BAL	BOX 118				
BAL	ESTANCIA NM 87016				
2121316	NEXTIIVA INC	ASSESSOR MONTHLY BILL	610402207		342.55
3794.88	TOT\$	10/17/16 - 11/17/16 CLERK	612202207		184.45
3794.88	PAID	MANAGER	401102207		131.75
BAL	8800 CHARARRAL RD STE #300	FINANCE	401552207		79.05
BAL	SCOTTSDALE AZ 85250	MAINTENANCE	401152207		52.70
		PURCHASING	401272207		26.35
		COMMISSION	401052207		52.70
		P&Z	401082207		26.35
		CODE ENFORCE	685082207		52.70
		DWI	605222207		26.35
		IT	401652207		26.35
		ROAD	402602207		52.70
		PROBATE	401902207		26.35
		RA	675072207		26.35
		SHERIFF	401502207		263.50
		COMM. MONITOR	420732207		26.35
		TREASURE	401302207		210.80
		TCPO	690862207		52.70
		TCPO	629522207		52.70
		EXTENSION	401052207		26.35
		CIVIL DEFENSE	604832207		105.64
		ASSESSOR MONTHLY BILL	610402207		26.35
		11/17/16 - 12/17/16 CLERK	612202207		342.55
		MANAGER	401102207		184.45
		FINANCE	401552207		131.75
		MAINTENANCE	401152207		79.05
		PURCHASING	401272207		52.70
		COMMISSION	401052207		26.35
		P&Z	401082207		52.70
		CODE ENFORCE	685082207		26.35
		DWI	605222207		26.35
		IT	401652207		26.35
		ROAD	402602207		52.70
		PROBATE	401902207		26.35
		RA	675072207		26.35
		SHERIFF	401502207		263.50
		COMM. MONITOR	420732207		26.35
		TREASURER	401302207		210.80
		TCPO	690862207		52.70
		TCPO	629522207		52.70
		EXTENSION	401052207		26.35
		CIVIL DEFENSE	604832207		105.64
					26.35

\*\*\*TOTAL INVOICING\*\*\* 3906.81

	DEBITS	CREDITS
** GRAND TOTAL **	3,906.81	.00
**TOTAL	2,055.78	.00
GENERAL FUND		
COUNTY COMMISSION	316.68	.00
TELECOMMUNICATIONS	316.68	.00
PLANNING & ZONING	105.40	.00
TELECOMMUNICATIONS	105.40	.00
COUNTY MANAGER	263.50	.00
TELECOMMUNICATIONS	263.50	.00
ADMINISTRATIVE OFFICES MAINTENAN	105.40	.00
TELECOMMUNICATIONS	105.40	.00
PURCHASING DEPARTMENT	52.70	.00
TELECOMMUNICATIONS	52.70	.00
COUNTY TREASURER	421.60	.00
TELECOMMUNICATIONS	421.60	.00
COUNTY SHERIFF	527.00	.00
TELECOMMUNICATIONS	527.00	.00
FINANCE DEPARTMENT	158.10	.00
TELECOMMUNICATIONS	158.10	.00
INFORMATION TECHNOLOGY DEPARTMEN	52.70	.00
TELECOMMUNICATIONS	52.70	.00
PROBATE JUDGE	52.70	.00
TELECOMMUNICATIONS	52.70	.00
ROAD FUND	105.40	.00
COUNTY ROAD DEPARTMENT	105.40	.00
TELECOMMUNICATIONS	105.40	.00
JAIL FUND	52.70	.00
COMMUNITY MONITORING	52.70	.00
TELECOMMUNICATIONS	52.70	.00
CIVIL DEFENSE FUND	52.70	.00
COMMUNICATIONS/EMS TAX	52.70	.00
TELECOMMUNICATIONS	52.70	.00
DWI PROGRAM FUND	105.40	.00
DWI LOCAL GRANT FY17	105.40	.00
TELECOMMUNICATIONS	105.40	.00
PROPERTY VALUATION FUND	685.10	.00

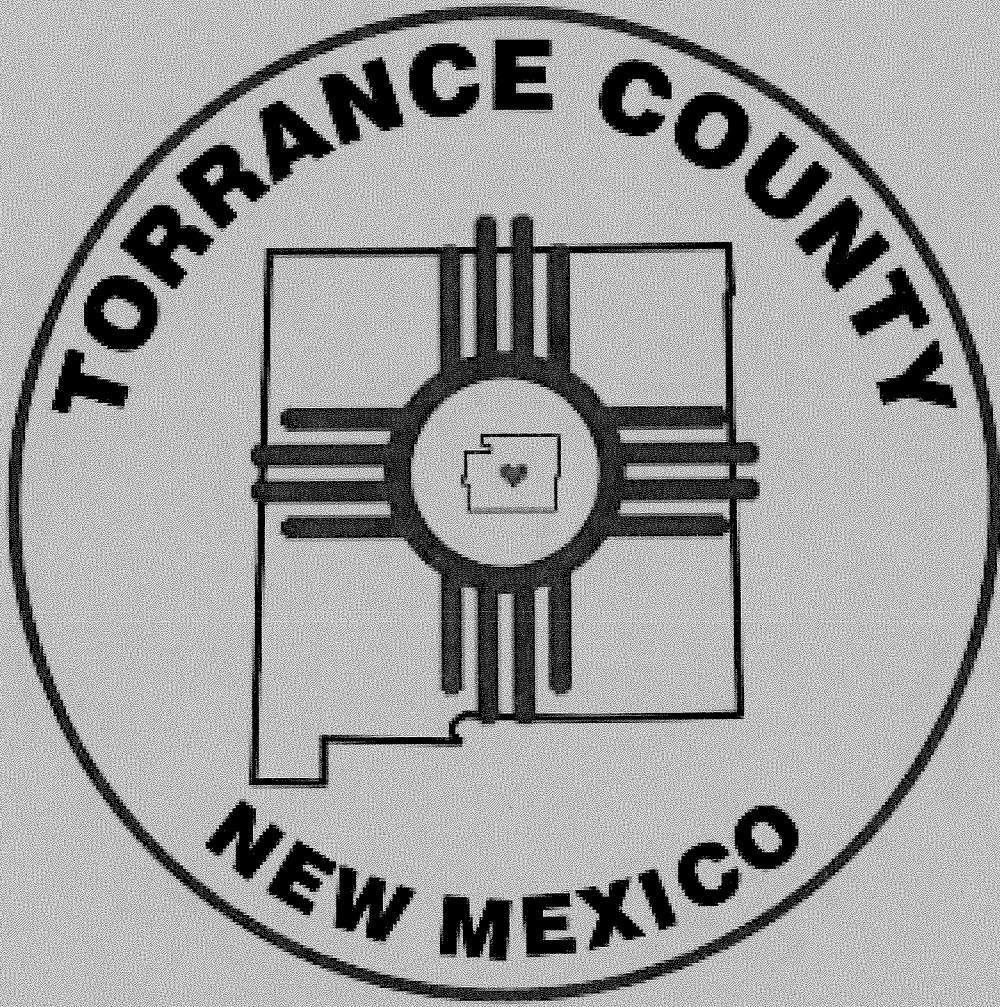
CREDITS

DEBITS

**DEPT	COUNTY ASSESSOR	685.10	.00
610-40-2207	TELECOMMUNICATIONS	685.10	.00
**TOTAL	CLERK'S EQUIPMENT FUND	368.90	.00
**DEPT	COUNTY CLERK	368.90	.00
612-20-2207	TELECOMMUNICATIONS	368.90	.00
**TOTAL	HOME VISITING GRANT	105.40	.00
**DEPT	HOME VISITING GRANT FY17	105.40	.00
629-52-2207	TELECOMMUNICATIONS	105.40	.00
**TOTAL	RURAL ADDRESSING	52.70	.00
**DEPT	RURAL ADDRESSING	52.70	.00
675-07-2207	TELECOMMUNICATIONS	52.70	.00
**TOTAL	P&Z COURT FEES	52.70	.00
**DEPT	PLANNING & ZONING	52.70	.00
685-08-2207	TELECOMMUNICATIONS	52.70	.00
**TOTAL	DOMESTIC VIOLENCE GRANT	105.40	.00
**DEPT	DV GRANT FY16	105.40	.00
690-86-2207	TELECOMMUNICATIONS	105.40	.00
**TOTAL	NM PRIMARY CARE ASSOCIATION	52.70	.00
**DEPT	NMPCA GRANT FY17	52.70	.00
819-47-2207	TELECOMMUNICATIONS	52.70	.00
**TOTAL	EMERGENCY-911 FUND	111.93	.00
**DEPT	911-DISPATCH CENTER	111.93	.00
911-80-2209	HEATING/GAS/PROPANE	111.93	.00
BANK01	WELLS FARGO	3,906.81	.00
	** BANK TOTALS **	3,906.81	.00



*Agenda Item*  
*No. 1*



*Agenda Item  
No. 2*

PO Box 48  
205 9<sup>th</sup> Street  
Estancia, NM 87016  
(505) 246-4725 Main Line (505) 384-5294 Fax  
[www.torrancecountynm.org](http://www.torrancecountynm.org)  
Email: [torrance@torrancecountynm.org](mailto:torrance@torrancecountynm.org)



**County Commission**  
Commissioner Chair Jim Frost, District 1  
Commissioner Paul M. (Tito) Chavez, District 2  
Commissioner LeRoy Candelaria, District 3  
**County Manager**  
Bob Ayre  
**Executive Assistant**  
Annette Ortiz

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY  
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is WEDNESDAY, NOON prior to the subsequent meeting.  
All fields must be filled out for consideration.

Name: Dorothy Rivera Dispatch  
First Last Department / Company / Organization Name

Today's Date: 12/13/16 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-384-9631 Fax Number: 384-9635  
Would you like this Agenda Faxed to you?  Yes  No

Email Address: drivera@torrancecounty911.com

Is this request for the next Commission meeting?  YES  NO If no, date of Commission Meeting: 12/28/16

Brief explanation of business to be discussed:  
MOTOROLA CONTRACT FOR TORRANCE COUNTY SIMULCAST PROJECT

Is this a Resolution, Contract, Agreement, Grant Application, Other? Contract

Has this been reviewed by the County Attorney?  YES  NO + approved

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.

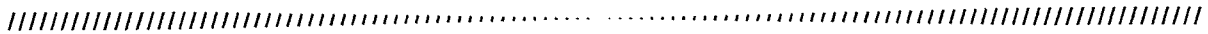
Has this been reviewed by the Finance Dept?  YES  NO Comptroller Initials: \_\_\_\_\_

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: \_\_\_\_\_



**MOTOROLA**  
SOLUTIONS



## CONTRACTUAL DOCUMENTATION

This proposal is subject to the terms and conditions of the State of New Mexico General Services Statewide Agreement (contract number 70-000-16-00014AJ) and the enclosed Communications System Agreement, together with its Exhibits.





## Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and \_\_\_\_\_ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

### Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated _____
C-2	"Equipment List" dated _____
C-3	"Statement of Work" dated _____
C-4	"Acceptance Test Plan" or "ATP" dated _____
C-5	"Performance Schedule" dated _____
Exhibit D	Service Statement(s) of Work and "Maintenance Service Terms and Conditions" (if applicable)
Exhibit E	"System Acceptance Certificate"

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- 2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.
- 2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this

Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorola.com> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit C. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Maintenance Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules,

payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

**Section 4 PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

**Section 5 CONTRACT PRICE, PAYMENT AND INVOICING**

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$\_\_\_\_\_. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4 **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

\_\_\_\_\_  
\_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

\_\_\_\_\_  
\_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

\_\_\_\_\_  
\_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

**Section 6 SITES AND SITE CONDITIONS**

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical

power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

## **Section 7 TRAINING**

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

## **Section 8 SYSTEM ACCEPTANCE**

8.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

## **Section 9 REPRESENTATIONS AND WARRANTIES**

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever

occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10 DELAYS**

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 11 DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 12 DEFAULT AND TERMINATION**

12.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days

after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

### **Section 13 INDEMNIFICATION**

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

#### **13.3. PATENT AND COPYRIGHT INFRINGEMENT.**

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.



13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

#### **Section 14      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

#### **Section 15      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

##### **15.1.      CONFIDENTIAL INFORMATION.**

15.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

15.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of

this Agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

15.1.3. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

## **Section 16 GENERAL**

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.	Customer
Attn: _____	Attn: _____
_____	_____
_____	_____
fax: _____	fax: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those

personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Exhibit A

### SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and \_\_\_\_\_ ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

#### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

#### **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

#### **Section 5      OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates,

modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be as set forth in the Primary Agreement (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13 GENERAL**



13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

## Exhibit B

### Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 20% of the System Total due upon contract execution;
2. 45% of the System Total due upon shipment of equipment;
3. 20% of the System Total due upon installation of equipment;
4. 10% of the System Total due upon system acceptance or start of beneficial use; and
5. 5% of the System Total due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

## Exhibit D

### MAINTENANCE SERVICE TERMS AND CONDITIONS

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

#### Section 1 APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

#### Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Maintenance Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

#### Section 3 ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

#### Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

## **Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7 CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8 PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

At the end of the first year from the Effective Date and each year after, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 3% during the

previous year, Motorola shall have the right to increase the current years and all future years' maintenance prices by the consumer price index ("CPI") increase amount exceeding 3%. The All Urban Consumers – West Urban Consumer Price Index (Series ID CUUR0400SA0, CUUS0400SA0, All Items, Not seasonally adjusted with Base Period 1982-1984=100) shall be used as the measure of CPI for this price adjustment. The CPI percentage change calculation will take place once the annual average for each new year has been posted by the Bureau of Labor Statistics.

## **Section 9      WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10     DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 The Parties agree that the annual fees for the Services are based upon the assumption that this Agreement will be in effect for the full \_\_\_\_ year term; and if the Agreement is terminated before the end of the term, then a termination will be assessed equal to annual multi-year discount set forth in the pricing section times the number of years the maintenance contract has been in effect ("Termination Fee"). The Termination Fee will be payable upon early termination and is not a penalty, but rather is a charge to compensate Motorola for Customer's failure to satisfy the full term on which the maintenance pricing was based.

## **Section 11     LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## **Section 12 EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## **Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will

safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## **Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

**Exhibit E**

**System Acceptance Certificate**

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





State of New Mexico  
General Services Department

Statewide Price Agreement

**Awarded Contractor**  
**0000013468**  
**Motorola Solutions, Inc.**  
**7237 Church Ranch Road, Blvd Suite 406**  
**Westminister, CO 80021**  
  
Attn: Adrena Carruthers-Adams at 858-368-3270  
Or Manny Barreras at 505-850-8194

Price Agreement Number: 70-000-16-00014AJ

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Contract

**Ship To:**  
**All State of New Mexico agencies, commissions,**  
**institutions, political subdivisions and local public**  
**bodies allowed by law.**

Procurement Specialist: Debra Saiz

Telephone No.: 505-827-0521


**Invoice:**  
**As Requested**

**Title: Communications, Radio Equipment, Parts, Accessories and Related Services**

**Term: November 04, 2016 to November 04, 2017**

**This Price Agreement is made subject to the "terms and conditions" shown on the attached pages as indicated in this Price Agreement.**

**Accepted for the State of New Mexico**

  
New Mexico State Purchasing Agent

Date: 11/04/2016

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this order.
  - b. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Contractor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be

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furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

**12. Non-Collusion:** In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

**13. Nondiscrimination:** Contractor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

**14. The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**15. Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

**16. Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

**17. Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

**18. Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

**19. Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

**20. Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

**21. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**22. Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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**Awards**

**Determination of Lowest Bidder** – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the State in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The State Purchasing Agent reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the State of New Mexico.

The New Mexico State Purchasing Agent or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the State of New Mexico.

**Special Notice** – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

**New Mexico Employees Health Coverage**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

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**New Mexico Pay Equity Initiative**

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Contractor.

The PE10-249 and PE250 worksheet is available at the following website:  
[http://www.generalservices.state.nm.us/statepurchasing/Pay\\_Equity.aspx](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)

**STATEWIDE PRICE AGREEMENT TERMS AND CONDITIONS**

**Article I – Statement of Work**

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

**Article II – Term**

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

**Article III – Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

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**Article IV – Shipping and Billing Instructions**

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If contractor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

**Article V – Termination**

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

**Article VII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

**SUPPLEMENTAL TERMS AND CONDITIONS**

**General**

This is a Statewide Price Agreement; therefore, there is no guarantee of the minimum quantities of items or services to be purchased.

Offerors submitting bids must be authorized employees of the company they represent who can fulfill all terms and conditions of the resulting Statewide Price Agreement.

**Multiple Awards**

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154 the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to insure availability and timely delivery.

**Contract Term**

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three

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(3) additional years, on a year-to-year basis; by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed four (4) years.

Price agreement renewals are on a year-by-year basis and subject to approval of State Purchasing, and the Contractor. Pricing in the agreement is based on a fixed percentage off the published list price. These percentages are fixed during the first two years of the agreement. Amended percentages off list may be negotiated after the second year at the discretion of State Purchasing.

**Contract Performance Monitoring**

Monitoring the performance of the contractor is a key function of proper contract administration to ensure that the contractor is performing all duties in accordance with the awarded contract and for the procuring agency to be aware of and address any developing problems or concerns. Pursuant to the Procurement Code, Sections 13-1-161 and 13-1-182 the State reserves the right to evaluate and monitor the performance of this Price Agreement.

**Reporting Requirements**

Contractor agrees to submit reports or other documentation in accordance with the Terms and Conditions of the ITB and Statewide Price Agreement. If the Contractor fails to submit reports to NM State Purchasing Division in a timely and satisfactory manner, any such reports, documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Statewide Price Agreement.

**Equipment Warranty**

All items proposed by the offeror should be warranted for defects in materials and workmanship for a minimum of one (1) calendar year, or the manufacturer's standard U.S. warranty period, from the date of delivery to the purchaser. If the offeror is the manufacturer of any item proposed or sells that item under its own brand label, the warranty offered to the State of New Mexico under this procurement should be as favorable as any warranties provided to other governmental or retail customers. The offeror should provide the authorized purchaser with any manufacturer warranty information or registration materials for items proposed supplied as a result of this procurement.

In the event defects become evident within the manufacturer's warranty period, the vendor shall furnish replacement parts and materials at no additional cost to the State.

**Extended Warranty**

If the radio equipment are subject to an extended warranty option it should be so noted and the price(s) of the extension(s) should be quoted in the Equipment and Services Schedule (ESS).

**Out of Warranty Repair Service and Parts**

The offeror may agree to service and repair all equipment sold by the offeror to authorized purchasers under the scope of this procurement for the term of any agreement resulting from this solicitation.

Send-in maintenance coverage may be available for all items sold. Such servicing and repairs may be performed on either a time and materials basis or maintenance agreement basis at the option of the purchaser of the equipment and should be provided throughout the life of the Price Agreement.

The offeror may include on their ESS a guaranteed maximum hourly rate for time and a price for parts for repair of their equipment that is beyond the standard warranty. All repair parts are to be available to the Agency if they choose to do their own repairs at the above repair parts prices.

The offerors should also agree to perform upgrades and/or modifications approved by the equipment's manufacturer on send-in time and material basis, fixed fee basis or make the materials required for the modification/upgrade available to the Agency for self-installation.

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**Warranty on Repairs**

The offeror should warrant all repairs, upgrades or modifications for at least 90 days from the date of repair, and should perform all repairs using materials and techniques in accordance with manufacture's specifications. The offeror may decline to perform any repair, upgrade or modification not recommended or approved by the equipment's manufacturer; however, if the offeror agrees to perform such repairs, upgrades or modifications, the repair should be warranted for a period of at least 90 days from the date of repair.

**Technical Support**

All contractors should make available factory level technical support of all items they offer to the Agency. This support may be by means of a telephone call to the factory or a factory representative at a "district level".

This requirement may also be met by a visit from an onsite technical representative from the manufacturer. The technical support should be available during regular working hours Monday through Friday.

**Engineering Support**

All contractors may provide pricing for engineering services including but not limited to system design, traffic routing, path analysis, microwave path budgeting, feasibility studies, terrain analysis, site development, system documentation and system trouble shooting.

**Discontinued Items**

During the term of this Price Agreement, should the manufacturer discontinue any of the items on the ESS, the vendor shall attempt to furnish a replacement item that is equal to or better than the discontinued item. The discount of the replacement item shall be similar to the discontinued item. After evaluating the replacement item, the Agency reserves the right to cancel the portion of the Price Agreement and re-bid if it is deemed in the best interest of the State of New Mexico.

**Training Costs**

The offeror may include on the ESS a list of all training classes, seminars, etc. that is available for the equipment offered to the Agency in the proposal. The offeror should list the price of each class, etc., the location where each is held, the duration of each and the maximum number of students per class. The offeror should also indicate which, if any, might be conducted at a location in New Mexico and approximate cost for a given number of students. Video presentations in DVD format are recognized as viable training programs and should be included in the offerors list if available. The video training programs must be of the same technical level as the live classroom instruction provide by the offeror.

**Shipping**

Unless the purchaser specifically request a different location with the State of New Mexico, all equipment purchased by the Department of Information Technology will be shipped to the address below.



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**Administrative Fee and Reporting**

1. The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

2. The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted.
3. The Contractor agrees to remit an administrative reporting fee payable by check to the State Purchasing Division for an amount equal to three-quarters of a percent (0.75%) of the total sales and other revenues derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number ~~70-000-16-00014###~~ and include the remittance check with the quarterly sales report.
4. A template for Quarterly Gross Sales Report can be located at <http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

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**Contractor Contact Information:**

Dun & Bradstreet Number: 00-132-5436  
dealer.)

(Is your company a manufacturer or an authorized dealer.)

Company Name: Motorola Solutions, Inc.  
Dealer

Please check one.

Manufacturer  Authorized

Address: 500 W. Monroe Street, Chicago, IL 60661  
Telephone Number: 847-576-5000  
Company URL Link: www.motorolasolutions.com

**Contract Administrator:**

Name: Manny Barreras  
Title: NM & El Paso Sr. Account Manager  
Address (If different from Company Address):  
1409 Cardenas, NE  
Albuquerque, NM 87110  
Telephone Number: 505-850-8194  
Email: Barreras@Motorolasolutions.com

**Additional Contact Information:**

Name: Larry Mabry  
Title: MSSSI Vice President & Director Sales  
Address (If different from Company Address):  
7237 Church Ranch Blvd #406  
Westminster, CO 80021  
Telephone No.: 303-527-4051  
Email: larry.mabry@motorolasolutions.com

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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**BID PRICING RESPONSE FORM**

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- I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)  
\*Additional rows and/or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	APC	Item	Short Description	Discount
1	Motorola	Portable Radiophone (Portables)	001	Subscriber	CDM1550	20%
2	Motorola	Video Solutions	002	Infrastructure	Command Central	10%
3	Motorola	Portable Radiophone (Portables)	004	Subscriber	EX500/EX600	20%
4	Motorola	Fixed Stations	005	Infrastructure	PR860	20%
5	Motorola	Dispatch Service	006	Service	Dispatch Service	5%
6	Motorola	Portable Radiophone (Portables)	008	Subscriber	HT1250	20%
7	Motorola	Fixed Wireless Broadband	015	Software	Special Applications	20%
8	Motorola	Portable Radiophone (Portables)	018	Subscriber	CP100/CP150/CP200	0%
9	Motorola	Portable Radiophone (Portables)	019	Subscriber	PM/CM Radios	0%
10	Motorola	CAD Equipment	020	Software	PremierOne	0%
11	Motorola	Portable Radiophone (Portables)	027	Subscriber	ALPHA L	17%
12	Motorola	Portable Radiophone (Portables)	037	Subscriber	MOTOTRBO	10%
13	Motorola	Mobile Stations	038	Subscriber	MOTOTRBO	10%
14	Motorola	CAD Equipment	039	Software	Radio IP	5%
15	Motorola	Video Solutions	039	Software	Radio IP	5%
16	Motorola	Data Applications	041	Software	Auto License Plate	10%
17	Motorola	Data Applications	041	Equipment	Video Cameras	10%
18	Motorola	LTE	051	Infrastructure	Site	10%
19	Motorola	LTE	052	Infrastructure	BTE	10%
20	Motorola	LTE	053	Infrastructure	MME, SGW, PGW	10%
21	Motorola	LTE	054	Infrastructure	HSS/PCRF	10%
22	Motorola	LTE	055	Infrastructure	Core	10%
23	Motorola	LTE	056	Infrastructure	Device Manager	10%
24	Motorola	LTE	057	Subscriber	Vehicular Modem	10%
25	Motorola	LTE	058	Subscriber	UM1000 LTE USB Modem	5%
26	Motorola	LTE	059	Software	Applications	10%
27	Motorola	LTE	061	Software	Applications	10%
28	Motorola	LTE	063	Software	PSIG	10%
29	Motorola	LTE	065	Subscriber	PDA Handheld	10%
30	Motorola	LTE	066	Infrastructure	Dropship	10%
31	Motorola	CAD Equipment	068	Software	Advanced Messaging	10%
32	Motorola	Fixed Wireless Broadband	683		MESH	0%
33	Motorola	Video Solutions	080	Software	RTCC	10%
34	Motorola	Trunking Products and Systems	085	Hardware	Fixed Data	15%
35	Motorola	Portable Radiophone (Portables)	087	Subscriber	MOTOTRBO	10%

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36	Motorola	Mobile Stations	103	Subscriber	CDM750	27%
37	Motorola	Mobile Stations	109	Subscriber	CDM1250	27%
38	Motorola	Dispatch Solutions	112	Infrastructure	G-Series Products	18%
39	Motorola	Dispatch Solutions	112	Infrastructure	G-Series Products	18%
40	Motorola	Trunking Products and Systems	115	Accessories	Comuport	27%
41	Motorola	Dispatch Solutions	118	Software	NG-911, Intrado	10%
42	Motorola	Dispatch Solutions	124	Console	Command Star/MC3000	15%
43	Motorola	Dispatch Solutions	129	Console	Gold Series Headsets	27%
44	Motorola	Network Products	131	Infrastructure	Microwave Radio	10%
45	Motorola	Beacon	133	Infrastructure	Beacon	17%
46	Motorola	Pagers/Receiver	136	Subscriber	Minitor Products	15%
47	Motorola	Secure Solutions	137	Subscriber	Key Management	20%
48	Motorola	Dispatch Solutions	139	Software	NG-911, ECW	0%
49	Motorola	Dispatch Solutions	147	Infrastructure	MND Products Cable, Kits, SW	15%
50	Motorola	Data Applications	153	Subscriber	HPD	20%
51	Motorola	Portable Radiophone (Portables)	158	Subscriber	CP110	20%
52	Motorola	Mobile Stations	159	Subscriber	GM300	20%
53	Motorola	Pagers/Receiver	169	Subscriber	Advisor II	20%
54	Motorola	Data Subscriber Devices	177	Subscriber	MC35/MC50	15%
55	Motorola	Data Subscriber Devices	185	Warranty	Service	0%
56	Motorola	Dispatch Solutions	185	Warranty	Service	0%
57	Motorola	Portable Radiophone (Portables)	185	Warranty	Software	0%
58	Motorola	Portable Radiophone (Portables)	187	Accessories	Portable Accessories	27%
59	Motorola	Mobile Stations	189	Accessories	Mobile Accessories	27%
60	Motorola	Software Upgrades/Flashport	195	Software	Infrastructure Software	20%
61	Motorola	Dispatch Solutions	201	Subscriber	KVL II	10%
62	Motorola	Dispatch Solutions	202	Subscriber	APX Deskset	20%
63	Motorola	Portable Radiophone (Portables)	205	Subscriber	XTS2500	25%
64	Motorola	Dispatch Solutions	207	Parts	Dropship	10%
65	Motorola	Fixed Station Accessories	207	Parts	Dropship	10%
66	Motorola	Fixed Station Antenna Systems	207	Parts	Dropship	10%
67	Motorola	Network Products	207	Parts	Dropship	10%
68	Motorola	Fixed Data Products	214	Infrastructure	Moscad	10%
69	Motorola	Fixed Network Equipment	222	Software	PDG Software	20%
70	Motorola	Fixed Wireless Broadband	224	Infrastructure	Point to Point	15%
71	Motorola	Fixed Stations	225	Infrastructure	Quantar/Quantro	20%
72	Motorola	Dispatch Solutions	226	Software	ISSI	20%
73	Motorola	Dispatch Solutions	228	Console	Centracom	20%
74	Motorola	Dispatch Solutions	229	Console	Logging/Astro-Tac	14%
75	Motorola	Dispatch Solutions	229	Accessories	Unbranded Fixed Accy's	14%
76	Motorola	CAD Equipment	232	Software	Advanced Messaging	5%
77	Motorola	Network Products	232	Infrastructure	Unified Network Srvs.	10%
78	Motorola	Quantar/Quantro ASTRO RP	243	Infrastructure	D- Infrastructure	20%

State of New Mexico  
 General Services Department  
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 Statewide Price Agreement 70-000-16-00014;

79	Motorola	TRKD - CENTRACOMII	244	Console	Control Centers	20%
80	Motorola	Flashport Conv S/W Maintenance	260	Subscriber	Software Subscription Agreement	20%
81	Motorola	Dispatch Solutions	261	Service	Service/Shop Supplies	5%
82	Motorola	Test Equipment	262	Parts	Service/Shop Supplies	20%
83	Motorola	Portable Radiophone (Portables)	271	Accessories	Portable Accessories	27%
84	Motorola	Network Preventative Maintenance	269	Service	System Survey/Analysis	0%
85	Motorola	Fixed Station Accessories	273	Infrastructure	Analog Comparator	20%
86	Motorola	Fixed Data Products	275	Infrastructure	Moscad	20%
87	Motorola	Mobile Stations	276	Subscriber	XTL5000	25%
88	Motorola	Fixed Station Accessories	277	Infrastructure	Smart X	20%
89	Motorola	Trunking Products and Systems	277	Infrastructure	Smartnet Controller	20%
90	Motorola	Records Management Software	279	Software	CAD	0%
91	Motorola	Trunking Products and Systems	280	Infrastructure	Zone Controller Man	20%
92	Motorola	Fixed Stations	281	Infrastructure	Zone Manager	20%
93	Motorola	Trunking Products and Systems	281	Software	Zone Manager Interface	19%
94	Motorola	Mobile Stations	287	Subscriber	PAC-RT, VRS750	10%
95	Motorola	Portable Radiophone (Portables)	291	Accessories	APX Accessories	27%
96	Motorola	Service/Maintenance	293	Service	Services/Training	0%
97	Motorola	Training-Professional Services	286	Service	Training/Services	0%
98	Motorola	CAD Equipment	297	Infrastructure	Records Management	5%
99	Motorola	Fixed Stations	301	Infrastructure	Quantar Astro Trunking	20%
100	Motorola	Portable Radiophone (Portables)	320	Subscriber	XTSS000	25%
101	Motorola	Dispatch Solutions	322	Console	MCC Series I/O	15%
102	Motorola	Fixed Network Equipment	329	Infrastructure	Tower Top Amplifiers	10%
103	Motorola	CAD Equipment	330	Infrastructure	PremierOne	5%
104	Motorola	Portable Radiophone (Portables)	332	Software	Flashport Software	20%
105	Motorola	CAD Equipment	333	Infrastructure	PremierOne	10%
106	Motorola	Fixed Data Products	342	Infrastructure	Moscad	10%
107	Motorola	Data Applications	343	Parts	Dell Laptops	10%
108	Motorola	Fixed Stations	360	Infrastructure	Quantar Receiver	20%
109	Motorola	Paging/Receivers	361	Infrastructure	Paging	15%
110	Motorola	Portable Radiophone (Portables)	362	Parts	Parts	20%
111	Motorola	Software Upgrades/Flashport	371	Software	Radio Subscription Soft.	0%
112	Motorola	Portable Radiophone (Portables)	372	Accessories	XTS Accessories	27%
113	Motorola	Mobile Stations	374	Subscriber	Astro Console	15%
114	Motorola	LTE	375	Service	LTE	0%
115	Motorola	Fixed Stations	377	Infrastructure	Trunked Central Cont.	20%
116	Motorola	Trunking Products and Systems	377	Infrastructure	Central Controller	17%
117	Motorola	Fixed Network Equipment	381	Infrastructure	Enterprise Terminals	20%

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118	Motorola	Dispatch Solutions	382	Infrastructure	SDM Config	10%
119	Motorola	Preventive Maintenance Service	390	Service	Performance Management Reports	0%
120	Motorola	Portable Radiophone (Portables)	402	Accessories	GP900 Accessories	20%
121	Motorola	Fixed Data Products	403	Infrastructure	Data Controller/RNC	20%
122	Motorola	Dispatch Solutions	404	Console	Centracom	20%
123	Motorola	Portable Radiophone (Portables)	407	Subscriber	XTS2500	25%
124	Motorola	Portable Radiophone (Portables)	414	Accessories	Accessories	20%
125	Motorola	Dispatch Solutions	415	Accessories	Monitors	10%
126	Motorola	Fixed Stations	417	Infrastructure	Misc. Site Equipment	10%
127	Motorola	MOTOTRBO	422	Infrastructure	Infrastructure	10%
128	Motorola	Fixed Stations	424	Infrastructure	Master Site/Astro	20%
129	Motorola	Fixed Stations	425	Infrastructure	Small Systems	20%
130	Motorola	Mobile Stations	426	Subscriber	APX	27%
131	Motorola	Portable Radiophone (Portables)	426	Subscriber	APX	27%
132	Motorola	Portable Radiophone (Portables)	430	Subscriber	Flashport Software	20%
133	Motorola	Software Upgrades/Flashport	430	Subscriber	Flashport Software	27%
134	Motorola	Portable Radiophone (Portables)	442	Subscriber	PR400	20%
135	Motorola	Dispatch Solutions	443	Console	MCC7100/7500 Consoles	20%
136	Motorola	Fixed Stations	448	Infrastructure	Quantar/Quantro	20%
137	Motorola	Emerald HW	449	Infrastructure	Connect + Infra	20%
138	Motorola	Pagers/Receiver	452	Subscriber	Pagers	27%
139	Motorola	Portable Radiophone (Portables)	453	Accessories	XTS Accessories	27%
140	Motorola	Dispatch Solutions	454	Console	Footswitches	15%
141	Motorola	Fixed Data Products	455	Subscriber	Data Subscriber	15%
142	Motorola	Portable Radiophone (Portables)	456	Subscriber	RPG	20%
143	Motorola	Fixed Station Accessories	457	Parts	Infrastructure Antennas	20%
144	Motorola	Portable Radiophone (Portables)	458	Accessories	APX Accessories	20%
145	Motorola	Secure Solutions	462	Subscriber	KVL3000	10%
146	Motorola	APX1500	466	Subscriber	APX	27%
147	Motorola	Dispatch Solutions	469	Console	AUX/IO	10%
148	Motorola	Portable Radiophone (Portables)	470	Subscriber	APX7000	25%
149	Motorola	Mobile Stations	471	Subscriber	APX	27%
150	Motorola	Fixed Stations	474	Infrastructure	MTR	20%
151	Motorola	MOTOTRBO	475	Software	Applications	10%
152	Motorola	Portable Radiophone (Portables)	476	Accessories	XTS Accessories	20%
153	Motorola	Portable Radiophone (Portables)	481	Subscriber	APX	27%
154	Motorola	Portable Radiophone (Portables)	483	Subscriber	PM1500	25%
155	Motorola	Mobile Stations	484	Subscriber	MOTOTRBO	10%

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156	Motorola	Video Solutions	488	Infrastructure	Fixed Video	10%
157	Motorola	Trunking Products and Systems	495	Infrastructure	PDG Hardware	20%
158	Motorola	Fixed Data Products	499	Infrastructure	Moscad	10%
159	Motorola	Mobile Stations	500	Subscriber	XTL5000	25%
160	Motorola	Portable Radiophone (Portables)	505	Accessories	Accessories	27%
161	Motorola	Fixed Stations	509	Infrastructure	Astro Quantar	20%
162	Motorola	Receivers	509	Infrastructure	Astro Quantar	20%
163	Motorola	Fixed Stations	512	Infrastructure	MTR3000	20%
164	Motorola	Receivers	512	Infrastructure	Receiver Options	23%
165	Motorola	Mobile Stations	514	Subscriber	XTL2500	25%
166	Motorola	Fixed Station Accessories	515	Parts	Transmission Line	20%
167	Motorola	MOTOTRBO	516	Software	Applications	10%
168	Motorola	Mobile Stations	518	Subscriber	XTL2500	25%
169	Motorola	Security	519	Service	Network Security Monitoring	0%
170	Motorola	Security	519	Service	Security Update	0%
171	Motorola	Dispatch Solutions	520	Subscriber	WAVE Technology	10%
172	Motorola	Dispatch Solutions	524	Infrastructure	Motobridge	10%
173	Motorola	Fixed Station Accessories	524	Infrastructure	Astro DIU	20%
174	Motorola	Secure Solutions	524	Infrastructure	Astro DIU	20%
175	Motorola	Fixed Station Accessories	525	Infrastructure	Astro Comparator	20%
176	Motorola	Secure Solutions	525	Infrastructure	Astro Comparator	15%
177	Motorola	Mobile Stations	527	Subscriber	APX	27%
178	Motorola	Portable Radiophone (Portables)	527	Subscriber	APX	27%
179	Motorola	Private IDEN INFRA	529	Infrastructure	Private IDEN P&L	20%
180	Motorola	Portable Radiophone (Portables)	536	Subscriber	APX	27%
181	Motorola	Fixed Stations	537	Infrastructure	SZ Intellirepeater	20%
182	Motorola	CAD Equipment	548	Infrastructure	CAD	10%
183	Motorola	Mobile Accessories	554	Accessories	Mobile Antennas	27%
184	Motorola	Portable Antennas	555	Accessories	Two-Way Traditional	27%
185	Motorola	MOTOTRBO	557	Infrastructure	Controller	10%
186	Motorola	Service/Maintenance	561	Service	Network Monitoring	0%
187	Motorola	Portable Radiophone (Portables)	562	Subscriber	APX	27%
188	Motorola	MOTOTRBO	563	Infrastructure	Controller	10%
189	Motorola	Portable Radiophone (Portables)	570	Subscriber	PDR3500 Portable Repeater	10%
190	Motorola	Mobile Stations	571	Subscriber	DVR	15%
191	Motorola	Portable Radiophone (Portables)	577	Subscriber	Passport	20%
192	Motorola	APX8000	579	Subscriber	APX	27%
193	Motorola	Mobile Stations	585	Subscriber	XTL5000	25%
194	Motorola	Fixed Stations	590	Infrastructure	Quantar Receiver	22%
195	Motorola	Trunking Products and Systems	593	Infrastructure	MTR2000 Trunking	20%

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196	Motorola	Dispatch Solutions	595	Infrastructure	MCC7500 Conventional Site Oper	20%
197	Motorola	Wireless Mobility	606	Infrastructure	Canopy	15%
198	Motorola	Records Management Software	608	Software	PSA	10%
199	Motorola	Portable Radiophone (Portables)	619	Accessories	Digital Accessories	27%
200	Motorola	Portable Radiophone (Portables)	626	Subscriber	PR1500	20%
201	Motorola	Fixed Stations	643	Infrastructure	DIU	20%
202	Motorola	Mobile Accessories	644	Accessories	Misc. Accessories	27%
203	Motorola	Trunked Terminals	647	Infrastructure	D- Infrastructure	20%
204	Motorola	Mobile Stations	652	Subscriber	APX	27%
205	Motorola	Portable Radiophone (Portables)	654	Subscriber	XTS4000	0%
206	Motorola	Mobile Stations	655	Subscriber	APX	27%
207	Motorola	Portable Radiophone (Portables)	655	Subscriber	APX	27%
208	Motorola	Mobile Stations	656	Subscriber	APX	27%
209	Motorola	Portable Radiophone (Portables)	656	Subscriber	APX	25%
210	Motorola	NG-911 Service	659	Service	NG-911	0%
211	Motorola	Networking Security Service	659	Service	Security, IP Networking	0%
212	Motorola	Dispatch Solutions	660	Subscriber	WAVE Technology	10%
213	Motorola	Data Applications	670	Software	Intelligent Data Portal	0%
214	Motorola	System Implementation	670	Service	SI	0%
215	Motorola	Portable Radiophone (Portables)	672	Subscriber	HT750	34%
216	Motorola	Fixed Stations	675	Infrastructure	SZ Intellirepeater	20%
217	Motorola	Fixed Stations	680	Infrastructure	Data Base Station	22%
218	Motorola	Portable Radiophone (Portables)	687	Subscriber	XTS/MT 1500	20%
219	Motorola	CAD Equipment	702	Infrastructure	CAD	0%
220	Motorola	Dispatch Solutions	706	Accessories	MCC Accessories	27%
221	Motorola	Dispatch Solutions	708	Parts	Dropship	17%
222	Motorola	Dispatch Solutions	708	Infrastructure	Fire Station Alerting	17%
223	Motorola	Dispatch Solutions	708	Parts	Battery Backup	17%
224	Motorola	Dispatch Solutions	708	Software	Network Security	17%
225	Motorola	Dispatch Solutions	708	Parts	Dropship	17%
226	Motorola	Portable Radiophone (Portables)	721	Subscriber	XTS5000	25%
227	Motorola	Portable Radiophone (Portables)	726	Subscriber	XTL1500 u/v	25%
228	Motorola	Dispatch Solutions	729	Console	Gold Series Flashes	20%
229	Motorola	Data Subscriber Devices	736	Subscriber	MW810	22%
230	Motorola	Dispatch Solutions	740	Infrastructure	MIP5000	15%
231	Motorola	Portable Radiophone (Portables)	742	Accessories	APX Accessories	27%
232	Motorola	Receivers	743	Infrastructure	Astro Receiver	20%
233	Motorola	Fixed Stations	744	Parts	Misc Parts	20%
234	Motorola	Portable Radiophone (Portables)	749	Subscriber	HT1250	34%



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235	Motorola	Portable Radiophone (Portables)	755	Subscriber	APX6000 Basic	27%
236	Motorola	Portable Radiophone (Portables)	756	Subscriber	APX6000XE	25%
237	Motorola	Mobile Stations	761	Subscriber	APX	27%
238	Motorola	Data Applications	766	Software	IDP Services	0%
239	Motorola	Dispatch Service	768	Infrastructure	ASTRO 24, Master Site	0%
240	Motorola	Service/Maintenance	769	Service	Onsite Response (Local)	0%
241	Motorola	Service/Maintenance	769	Service	SUAII	0%
242	Motorola	Service/Maintenance	772	Service	Technical Support	0%
243	Motorola	Mobile Stations	775	Subscriber	XTL1500	17%
244	Motorola	Mobile Stations	776	Subscriber	Maratrac	20%
245	Motorola	MOTOTRBO	777	Subscriber	Portables	10%
246	Motorola	Portable Radiophone (Portables)	785	Accessories	Accessories	27%
247	Motorola	Air Time Accumulator	786	Software	D- Infrastructure	20%
248	Motorola	Mobile Stations	792	Subscriber	CDM1550	20%
249	Motorola	Professional Fixed	794	Infrastructure	Fixed Other	20%
250	Motorola	Portable Radiophone (Portables)	795	Accessories	APX Accessories	27%
251	Motorola	Portable Radiophone (Portables)	798	Accessories	APX Accessories	27%
252	Motorola	Fixed Wireless Broadband	800	Infrastructure	MESH	0%
253	Motorola	Fixed Stations	811	Software	Encryption	5%
254	Motorola	Lifecycle Services	823	Service	SMA/SUA	0%
255	Motorola	Fixed Wireless Broadband	832	Infrastructure	Wireless LAN/Symbol	10%
256	Motorola	Wireless Mobility	832	Infrastructure	Wireless LAN	10%
257	Motorola	Portable Radiophone (Portables)	837	Subscriber	APX	27%
258	Motorola	Paging/Receivers	839	Infrastructure	Encoders	15%
259	Motorola	Portable Radiophone (Portables)	841	Subscriber	HT1550 XLS	34%
260	Motorola	Professional Services	842	Software	311 Software	0%
261	Motorola	CAD Equipment	850	Infrastructure	CAD	0%
262	Motorola	Test Equipment	854	Parts	Test Equipment/Shop	0%
263	Motorola	Data Subscriber Devices	855	Infrastructure	Wireless Lan Ports/AP's	10%
264	Motorola	Fixed Station Accessories	856	Infrastructure	Alt Building	10%
265	Motorola	Mobile Stations	869	Subscriber	M1225	20%
266	Motorola	Dispatch Solutions	877	Console	Console Telephony Media Gateway	20%
267	Motorola	CAD Equipment	879	Infrastructure	CAD	0%
268	Motorola	Mobile Applications Software	879	Infrastructure	CAD	10%
269	Motorola	Fixed Stations	881	Infrastructure	Powerline LV	15%
270	Motorola	Fixed Wireless Broadband	882	Infrastructure	Broadband Services	15%
271	Motorola	Portable Radiophone (Portables)	883	Subscriber	Talkabouts	15%
272	Motorola	Dispatch Solutions	892	Subscriber	WAVE Technology	20%
273	Motorola	Lifecycle Services	901	Service	Migration Assurance Program	0%
274	Motorola	Lifecycle Services	902	Service	SMA	0%

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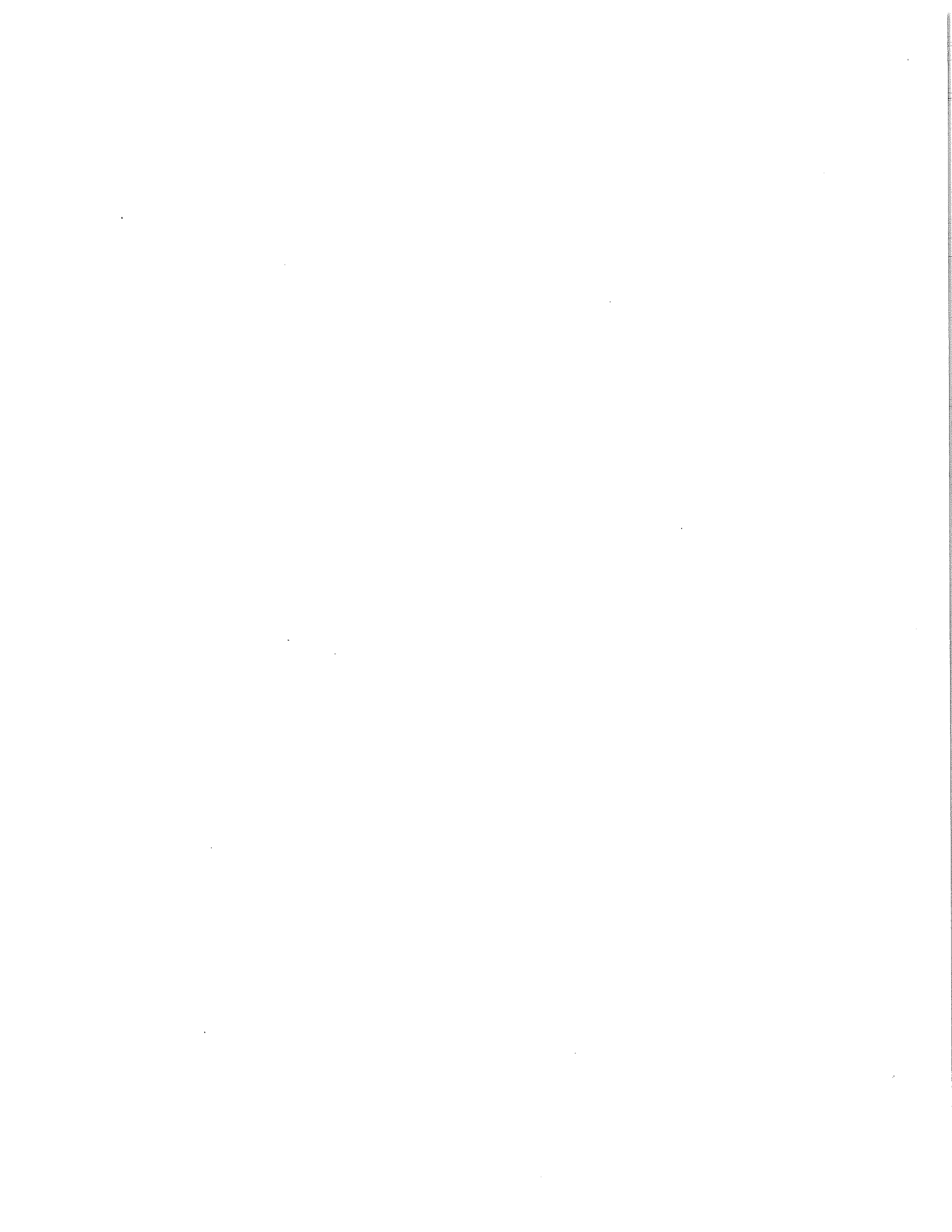
275	Motorola	Lifecycle Services	903	Service	SUA, SUA II	0%
276	Motorola	Fixed Wireless	904	Infrastructure	Canopy	15%
277	Motorola	Lifecycle Services	904	Service	SUS	0%
278	Motorola	Lifecycle Services	905	Service	SA	0%
279	Motorola	Fixed Wireless Broadband	906	Service	Canopy Service	15%
280	Motorola	Wireless Mobility	907	Infrastructure	Unlicensed	15%
281	Motorola	Wireless Mobility	908	Infrastructure	Licensed	15%
282	Motorola	Fixed Wireless Broadband	910	Service	PTP Service	15%
283	Motorola	Mobile Stations	922	Subscriber	CM200/CM300	20%
284	Motorola	Infrastructure Repair	929	Service	Services	0%
285	Motorola	Paging/Receivers	940	Parts	Minitor Parts	15%
286	Motorola	Paging/Receivers	941	Infrastructure	Infrastructure	15%
287	Motorola	Service/Maintenance	943	Service	System Manager	0%
288	Motorola	Fixed Wireless Broadband	947	Infrastructure	Broadband Peripherals	15%
289	Motorola	Warranty	964	Service	Additional Warranty	0%
290	Motorola	Priv Sys Intlnoc Release	967	Infrastructure	D- Infrastructure	20%
291	Motorola	Portable Radiophone (Portables)	977	Subscriber	MOTOTRBO	10%
292	Motorola	CAD Equipment	981	Infrastructure	Advanced Data Capture (Scanners)	0%
293	Motorola	Maintenance	983	Service	CAD	0%
294	Motorola	LTE	984	Service	LOCAL TECHNICAL SUPPORT	0%
295	Motorola	LTE	985	Infrastructure	CSI MATERIAL	0%
296	Motorola	Saturn Buy-Sell	987	Parts	Batteries	27%
297	Motorola	LTE	989	Infrastructure	NETWORK AIRTIME	0%

**II. Implementation Services: Software Integration, Hardware Installation and Training**

No.	Service	% Discount	\$ Rate (Indicate Hourly or Daily)
1.	System Technologist	0%	\$1,625.00 daily
2.	Standard Shop Installation	0%	\$150.00 per hour
3.	Mobile Radio Installation	0%	\$180.00 - \$500.00 per unit
4.	Radio Programming	0%	\$55.00 - \$125.00 per unit
5.	Software Installation		System
6.	Training		System
7.	Post Warranty Maintenance		System
8.	Support Services		System

**III. Provide URL Link or Links to Communications, Radio Equipment, Parts, Accessories and Related Services Price Catalogs:**

1. <https://businessonline.motorolasolutions.com>
2. \_\_\_\_\_
3. \_\_\_\_\_





*Agenda Item*  
*No. 3*

PO Box 48  
205 9<sup>th</sup> Street  
Estancia, NM 87016  
(505) 544-4700 Main Line (505) 384-5294 Fax  
[www.torrancecountynm.org](http://www.torrancecountynm.org)



County Commission  
Commissioner James "Jim" Frost, District 1  
Commissioner Julia DuCharme, District 2  
Commissioner LeRoy M. Candelaria, District 3  
County Manager  
Joy Ansley  
Deputy County Manager  
Annette Ortiz

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY  
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is WEDNESDAY, NOON prior to the subsequent meeting.  
All fields must be filled out for consideration.

Name: Tracey Master DWI  
First Last Department / Company / Organization Name

Today's Date: 12.14.16 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 705.0332 Fax Number: \_\_\_\_\_  
Would you like this Agenda Faxed to you? Yes No

Email Address: tmaster@tcnm.us

Is this request for the next Commission meeting?  YES  NO If no, date of Commission Meeting: \_\_\_\_\_

Brief explanation of business to be discussed:

Request for PILT-funded supplemental funding for  
Torrance County DWI Prevention Program

Is this a Resolution, Contract, Agreement, Grant Application, Other? NO

Has this been reviewed by Grant Committee?  YES  NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept?  YES  NO Comptroller Initials: \_\_\_\_\_

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: \_\_\_\_\_



## TORRANCE COUNTY DWI PROGRAM

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P. O. BOX 48  
ESTANCIA, NM 87016  
TRACEY MASTER - COORDINATOR  
PHONE (505) 705-0332  
FAX (505) 384-5294  
[tmaster@tcnm.us](mailto:tmaster@tcnm.us)

Date: December 21, 2016

To: Torrance County Board of County Commissioners

Re: Request allocation of PILT money to provide supplemental funding for Torrance County  
DWI Prevention Program

Commissioners:

On behalf of the Torrance County DWI Prevention Program, I am requesting a maximum of \$35,000 in supplemental funding. Authorization of this funding will enable this program to remain whole for the remainder of Fiscal Year 2017. For clarification, approval of supplemental funding will put the budget back at the funding level it was at in the beginning of the fiscal year, but will still be approximately \$17,500 less than Fiscal Year 2016.

Restoration of funding will mean:

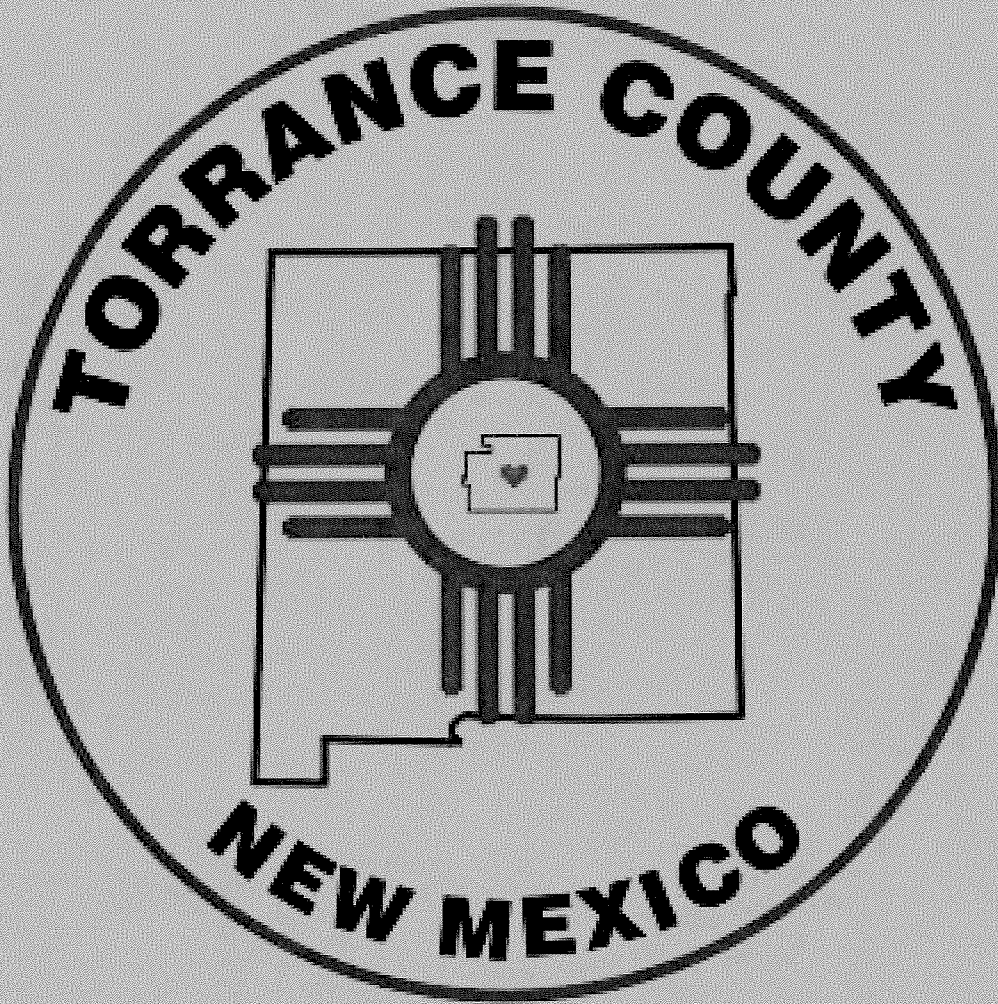
- Continuation of the Smart Choice Ride designated driving service through June 2017
- Restoration of funding for TNT alternate prevention activities
- Continuation of community outreach events and alternate prevention activities
- Continuation of prevention education at the current level of exposure to the students
- Restoration of saturation patrols for the sheriff's office and municipal police departments
- Restoration of underage drinking enforcement activities at area prom and graduations
- Renewal of an I-40 billboard to promote DWI prevention
- Underage drinking prevention advertisements for prom and graduation season

Thank you for your consideration.

Tracey Master, MA-Chap  
Program Coordinator



Torrance County is a member of good standing in the New Mexico DWI Coordinators Affiliate



*Agenda Item  
No. 4*

PO Box 48  
205 9<sup>th</sup> Street  
Estancia, NM 87016  
(505) 246-4725 Main Line (505) 384-5294 Fax  
[www.torrancecountynm.org](http://www.torrancecountynm.org)  
Email: [torrance@torrancecountynm.org](mailto:torrance@torrancecountynm.org)



County Commission  
Commissioner Jim Frost, District 1  
Commissioner Julia DuCharme, District 2  
Commissioner LeRoy M. Candelaria, District 3  
**County Manager**  
Joy Ansley  
**Deputy County Manager**  
Annette Ortiz

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY  
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is WEDNESDAY, NOON prior to the subsequent meeting.  
All fields must be filled out for consideration.

Name: Tracey Master DWI  
First Last Department / Company / Organization Name

Today's Date: 12/7/2016 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-705-0332 Fax Number: \_\_\_\_\_  
Would you like this Agenda Faxed to you? Yes No

Email Address: tmaster@tcnm.us

Is this request for the next Commission meeting? <sup>YES</sup> If no, date of Commission Meeting: \_\_\_\_\_

Brief explanation of business to be discussed:

Amendment Contract #1 to Contract FY2017-DWI-01, between Torrance County and Lucia Lucero

Is this a Resolution , Contract, Agreement, Grant Application, Other? CONTRACT  
AMENDMENT

Has this been reviewed by Grant Committee? If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? PENDING

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? <sup>YES NO</sup> Comptroller Initials: \_\_\_\_\_

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: \_\_\_\_\_



PROFESSIONAL SERVICES AGREEMENT  
TORRANCE COUNTY DWI PROGRAM  
CONTRACT FY-2017-DWI-01  
AMENDMENT 1

Project Description Revision   xx  

Name of Contractor   Lucia Lucero  

Scope of Work   xx  

Budget Revision   xx  

Time Expansion           

This contract agreement for the above referenced project is amended as follows:

**1. Scope of Services.**

The following items are deleted:

2. Assist in the county-wide DWI Program to implement alcohol and drug-free alternative activities for youth and will also promote community awareness and change for DWI and underage drinking prevention.
9. Provide school based prevention education and curriculum and technical assistance to schools and teachers, and assist schools in developing, maintaining, and compiling statistical reports of services offered to students. Services will be provided to the Moriarty-Edgewood, Estancia, and Mountainair Public School Districts, and efforts will be made to provide services to the home-schooled and private school population. The Contract will accept direction from the Torrance County DWI Coordinator and input from the membership of the Torrance County Substance Abuse Prevention Task Force.
10. Network with other such programs in New Mexico and will maintain status as a "member in good standing" of the New Mexico DWI Coordinators Affiliate Prevention ad-hoc committee, New Mexico Prevention Network and Prevention Advocates. This will include attendance at trainings and meeting on the community and state level where prevention is a common goal to share information and experiences.
12. Work with local liquor establishments and liquor license holders to promote safety, underage drinking and DWI public awareness.
13. Review literature and research on DWI and underage drinking prevention and make recommendations to the DWI coordinator for program development and implementation.
14. Disseminate a variety of prevention information: prepare prevention and outreach materials for health fairs and other related events, participate in community health and safety fairs throughout

the year, coordinate and provide for designated driver activities and booths at various community-wide events and festivals.

And

15. Conduct evaluation of alcohol and substance abuse prevention efforts to determine the effectiveness.

The following item is inserted:

1. Provide prevention education and training sessions to teen court participants at least one time per quarter.
2. **Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$38,933. (This is a decrease from the \$48,666 allotted in the original contract.) This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

**In witness whereof**, the parties have executed this Agreement this 14th day of December   , 2016.

**CONTRACTOR:**

**BOARD OF COUNTY COMMISSIONERS  
OF TORRANCE COUNTY:**

**BY:** \_\_\_\_\_  
Contractor

**BY:** \_\_\_\_\_  
Leroy M. Candelaria, Commission Chairman



*Agenda Item*  
*No. 5*



**TORRANCE COUNTY**  
**RESOLUTION # 2016-**

**Cash Transfers & Line Item Transfers Between Funds**

**WHEREAS**, the Torrance County Commission in regular session on Wednesday, December 28<sup>th</sup> 2016 did propose to authorize cash transfers and line item transfers between funds in the FY 2016-17 Budget, and

**WHEREAS**, cash transfers and line item transfers between funds require authorization from the Department of Finance and Administration, and

**WHEREAS**, we request authorization for the following cash transfers and line item transfers between funds:

**CASH TRANSFERS:**

From:	To:	Amount:
641 (Wind Pilt)	401 (General)	\$60,500.00

**LINE ITEM TRANSFER:**

*(See Schedule A)* attached

**NOW THEREFORE**, it is respectfully requested that these cash transfers and line item transfers between funds in the 2016-17 FY budget be approved by the Department of Finance and Administration.

**DONE** at Estancia, New Mexico, Torrance County this 28<sup>th</sup> day of December 2016.

**TORRANCE COUNTY COMMISSION**

\_\_\_\_\_  
James W. Frost, District 1

Attest:

\_\_\_\_\_  
Julia DuCharme, District 2

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
LeRoy M. Candelaria, District 3

DFA Approval





*Animal Services Dept.*

# TORRANCE COUNTY

## 2016-2017 Interim Budget Request

Requesting Department: \_\_\_\_\_

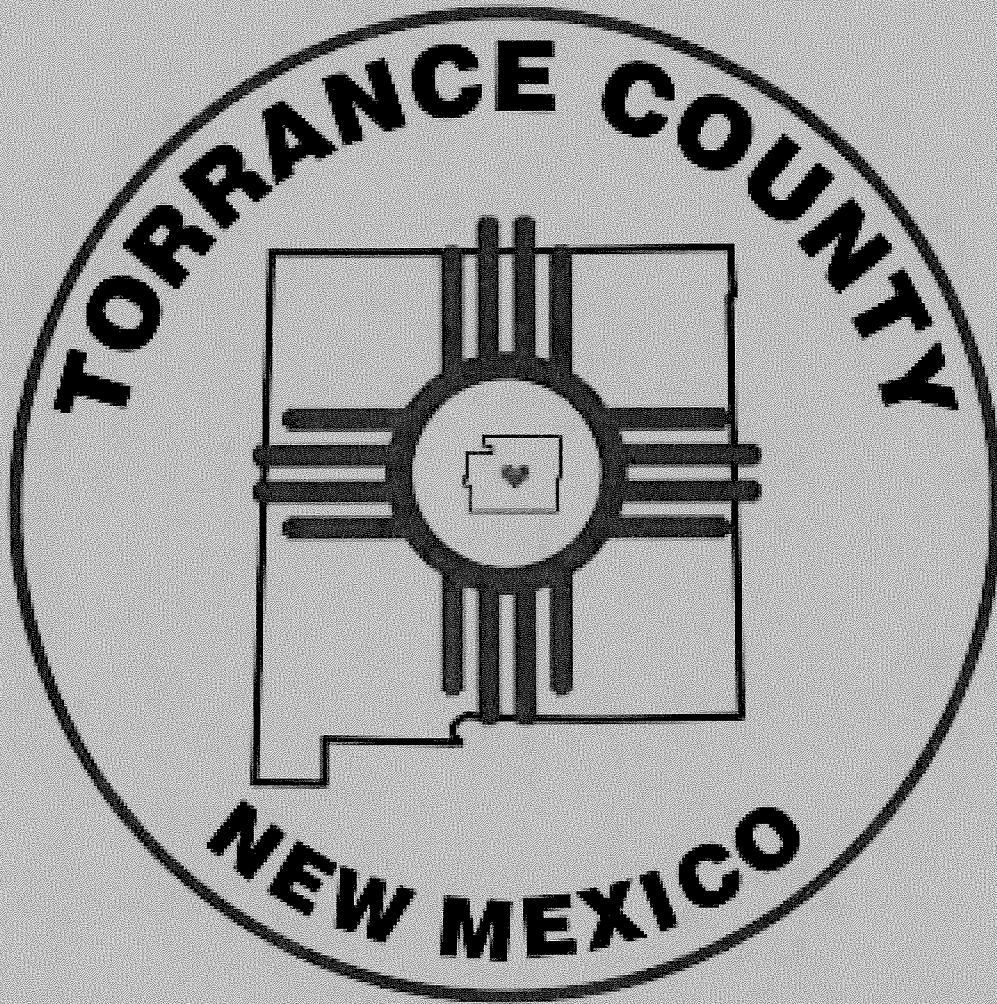
Animal Control

Line Item Number	Line Item Description	FY 2016 Budget Request	FY 2017 Budget Request	Increase/Decrease Amount
401-82-2063	PERA		\$ -	\$ -
401-82-2064	FICA		\$ -	\$ -
401-82-2065	Health Insurance match	\$ 1,000.00	\$ -	\$ (1,000)
401-82-2067	Retiree health care match		\$ -	\$ -
401-82-2102	Full Time Salaries	\$ 30,460.00	\$ -	\$ (30,460)
401-82-2103	Part Time Salaries	\$ 12,480.00	\$ -	\$ (12,480)
401-82-2104	Over Time	\$ 1,500.00	\$ -	\$ (1,500)
401-82-2105	Shift Differential/Holiday	\$ -	\$ -	\$ -
401-82-2106	Worker's Comp		\$ -	\$ -
401-82-2107	Risk Management Ins		\$ -	\$ -
			\$ -	\$ -
401-82-2201	Vehicle Maintenance/rep	\$ 1,000.00	\$ -	\$ (1,000)
401-82-2202	Vehicle Fuel	\$ 3,500.00	\$ -	\$ (3,500)
401-82-2205	Milage/ PerDiem	\$ 1,600.00	\$ -	\$ (1,600)
401-82-2207	Telephones	\$ 1,500.00	\$ -	\$ (1,500)
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
401-82-2219	Office Supplies	\$ 400.00	\$ -	\$ (400)
			\$ -	\$ -
401-82-2221	Printing / Publishing	\$ 400.00	\$ -	\$ (400)
401-82-2222	Field Supplies	\$ 600.00	\$ -	\$ (600)
		\$ -	\$ -	\$ -
			\$ -	\$ -
401-82-2236	Uniforms	\$ 600.00	\$ -	\$ (600)
		\$ -	\$ -	\$ -
			\$ -	\$ -
401-82-2248	Safety Equipment	\$ 400.00	\$ -	\$ (400)
401-82-2266	Training	\$ 2,000.00	\$ -	\$ (2,000)
401-82-2269	Membership Dues/ sub	\$ 60.00	\$ -	\$ (60)
401-82-2272	Professional Services	\$ 3,000.00	\$ -	\$ (3,000)
<b>TOTALS</b>		<b>\$ 60,500</b>	<b>\$ -</b>	<b>\$ (60,500)</b>

*Cindi Sullivan*  
Signature

*12/5/16*  
Date

*Vehicle Citations*



*Agenda Item  
No. 6*



***TORRANCE COUNTY***

**RESOLUTION # 2016-\_\_\_\_\_**

**Line Item Transfers**

**WHEREAS**, County Departments are requesting line item transfers within their budgeted funds in the FY 2016-17 Budget, and

**WHEREAS**, line item transfers within the same fund require authorization from the Torrance County Commission, and

**WHEREAS**, the attached line item transfers within the same fund are hereby authorized:

(See Schedule A)

**NOW THEREFORE BE IT RESOLVED** by the Torrance County Commission.

**DONE** at Estancia, New Mexico, Torrance County this 28th day of December 2016.

**TORRANCE COUNTY COMMISSION**

\_\_\_\_\_  
**James W. Frost, District 1**

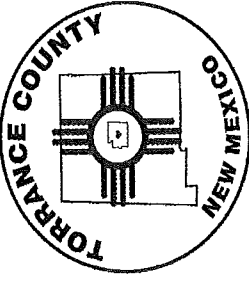
**Attest:**

\_\_\_\_\_  
**Julia DuCharme, District 2**

\_\_\_\_\_  
**County Clerk**

\_\_\_\_\_  
**LeRoy M. Candelaria, District 3**



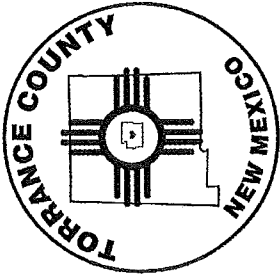


# Torrance County

Resolution 2016- \_\_\_\_\_

## Line Item Transfer Schedule A

Funding Source:		Transfer From:		Transfer To:		Total Amount
Department	Source	Line Item	Description	Line Item	Description	
commission	general	401 5 2 207	telecommunications	401 5 2 201	vehical maint/repair	\$ 5,000.00
commission	general	401 5 2 207	heating/propane	401 5 2 201	vehical maint/repair	\$ 5,000.00
DV Grant	grant funds	690 84 2 205	mileage/per diem	690 84 2 64	FICA Matching	\$ 77.65
DV Grant	grant funds	690 84 2 205	mileage/per diem	690 84 2 65	Health Ins. Matching	\$ 23.10
DV Grant	grant funds	690 84 2 205	mileage/per diem	690 84 2 106	workers comp fee	\$ 3.80
DV Grant	grant funds	690 84 2 205	mileage/per diem	690 84 2 202	vehicle fuel	\$ 39.05
DV Grant	grant funds	690 84 2 205	mileage/per diem	690 84 2 218	equip. maint./ repair	\$ 197.12
DV Grant	grant funds	690 84 2 205	mileage/per diem	690 84 2 284	equip. maint./ leases	\$ 54.14
Sheriff	general	401 50 2 272	professional services	401 50 2 201	vehicle maint/repair	\$ 5,000.00
safety	safety program	600 6 2 221	printing/publishing/Adv	600 6 2 218	equip. maint/rep	\$ 500.00
road	road fund	402 60 2 256	road materials	402 60 2 217	rental	\$ 2,000.00
<b>TOTAL</b>						<b>\$ 17,894.86</b>



# TORRANCE COUNTY Line Item Transfer Form

**Requesting Department:** \_\_\_\_\_ **Commission** \_\_\_\_\_

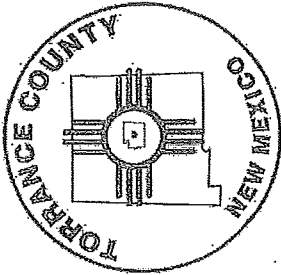
My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
401-05-2207	telecommunications	401-05-2201	vehical maint/repair	\$ 5,000.00
401-05-2209	heating/propane	401-05-2201	vehical maint/repair	\$ 5,000.00

**Reason for Transfer:**  
to cover vehical maintenance/repair for the senior center.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Annette Carb...*  
\_\_\_\_\_  
Signature

12/21/2014  
\_\_\_\_\_  
Date



# TORRANCE COUNTY

## Line Item Transfer Form

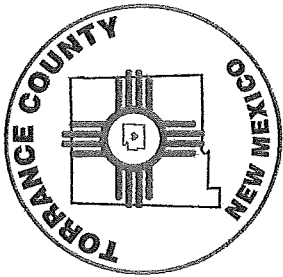
Requesting Department: Domestic Violence Grant

My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
690-84-2205	Mileage/Per Diem	690-84-2064	FICA Matching	77.65
690-84-2205		690-84-2065	Health Ins. Matching	23.10
690-84-2205		690-84-2106	Worker's comp fee	3.80
690-84-2205		690-84-2202	Vehicle fuel	39.05
690-84-2205		690-84-2218	Equip. maint/rep.	197.12
690-84-2205		690-84-2284	Equip. leases	54.14
Reason for Transfer:				
To cover negative line balances				

Signature: Quayn M. Martinez

Date: 12/2/10



# TORRANCE COUNTY

## Line Item Transfer Form

Requesting Department: \_\_\_\_\_

Sheriff

My department hereby requests that the following line item transfer(s) be made to the budget:

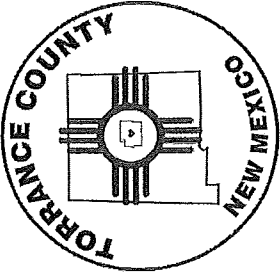
Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
401-50-2272	Professional Services	401-50-2201	Vehicle Maint/Repair	\$ 5,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

**Reason for Transfer:**

Transfer to cover vehicle maintenance cost for the rest of the year.

\_\_\_\_\_  
Signature

12/13/14  
Date



# TORRANCE COUNTY

## Line Item Transfer Form

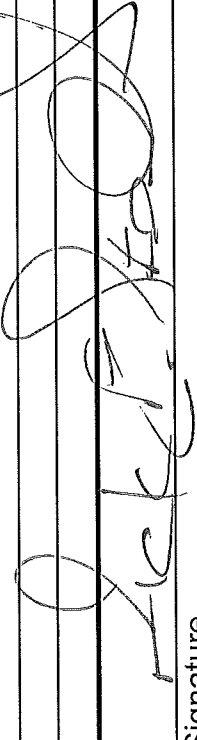
Requesting Department: Safety

My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
600-06-2221	Printing/Publishing/Advertising	600-06-2218	Equipment Maint/Rep	\$ 500.00

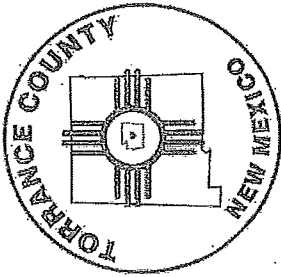
**Reason for Transfer:**

Transferring money to cover repairs to office equipment.



Date 12-12-2016

Signature



# TORRANCE COUNTY Line Item Transfer Form

ROAD

Requesting Department:

My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
41801000	ROAD MATERIALS	41000000	ROAD	2000.00

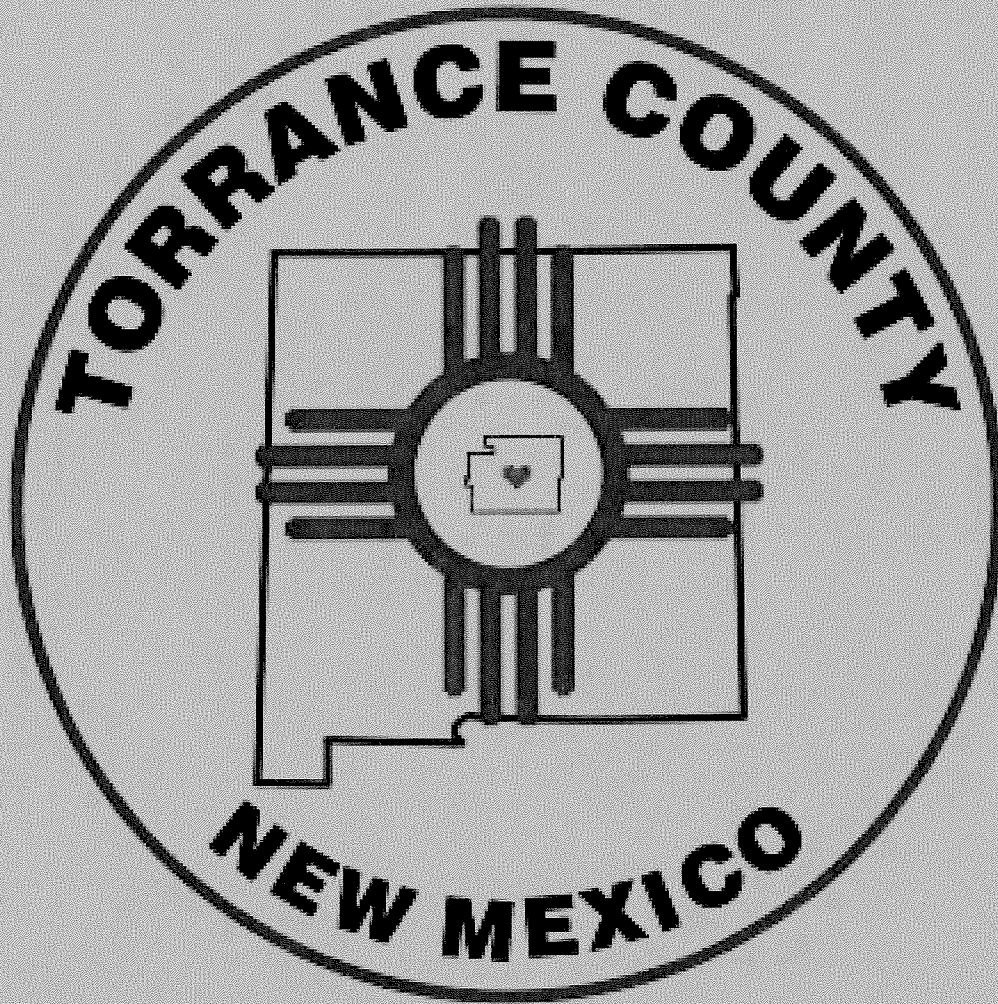
Reason for Transfer: go rent a zipper for a demo

Signature: *Michael J. Chavez*

Date: *12/12/10*



*Agenda Item*  
*No. 7*

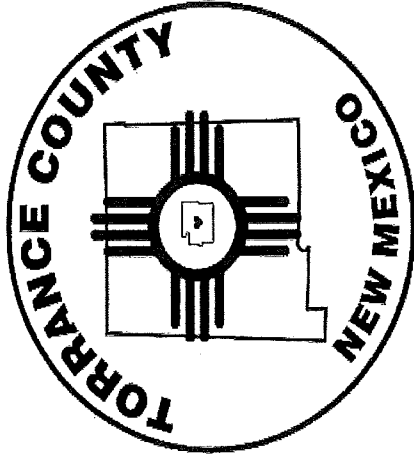


*Agenda Item  
No. 8*





*Agenda Item*  
*No. 9*

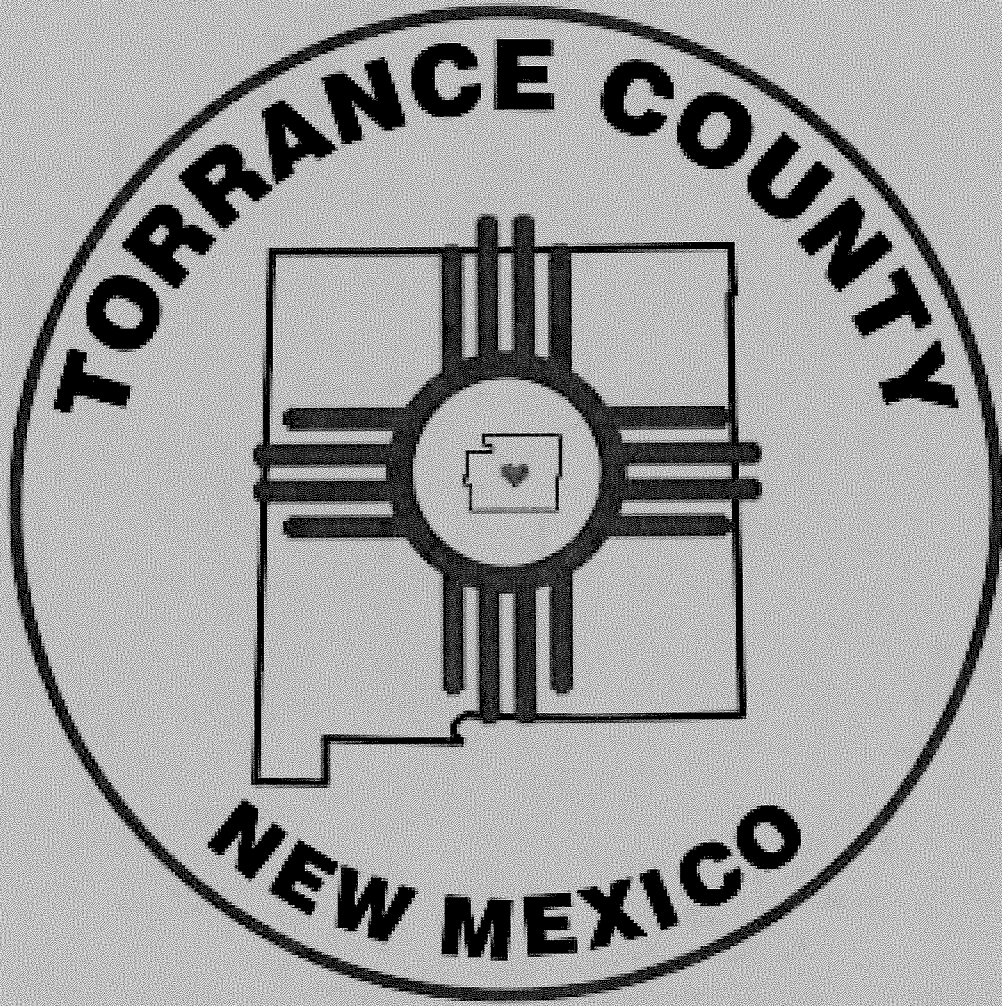


## Commission Schedule 2017

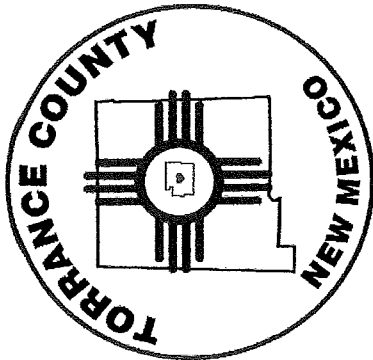
January	11	2017	July	12	2017
January	25	2017	July	26	2017
February	8	2017	August	9	2017
February	22	2017	August	23	2017
March	8	2017	September	13	2017
March	22	2017	September	27	2017
April	12	2017	October	11	2017
April	26	2017	October	25	2017
May	10	2017	November	8	2017
May	24	2017	November	22	2017
June	14	2017	December	13	2017
June	28	2017	December	27	2017

## Holiday Closure Schedule

January	2	2017	New Year's Observance
January	16	2017	Martin Luther King Jr. Day
February	20	2017	Presidents' Day
April	14	2017	Good Friday (Half Day)
May	29	2017	Memorial Day
July	4	2017	Independence Day
September	4	2017	Labor Day
October	9	2017	Columbus Day
November	10	2017	Veteran's Day Observance
November	23	2017	Thanksgiving
November	24	2017	Thanksgiving
December	24	2017	Christmas Eve
December	25	2017	Christmas
December	31	2017	New Year's Eve (Half Day)



*Agenda Item  
No. 10*



# 2017 TORRANCE COUNTY Employee Calendar

- Pay Period Ends
- Payday
- Holidays
- 1/2 Day Holidays
- Commission Meetings
- Safety Meetings
- Planning & Zoning Meetings
- Defensive Driving Class
- First Aid/CPR Class

**January**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**May**

S	M	T	W	T	F	S
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**September**

S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**February**

S	M	T	W	T	F	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

**June**

S	M	T	W	T	F	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**October**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**March**

S	M	T	W	T	F	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**July**

S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**November**

S	M	T	W	T	F	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**April**

S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**August**

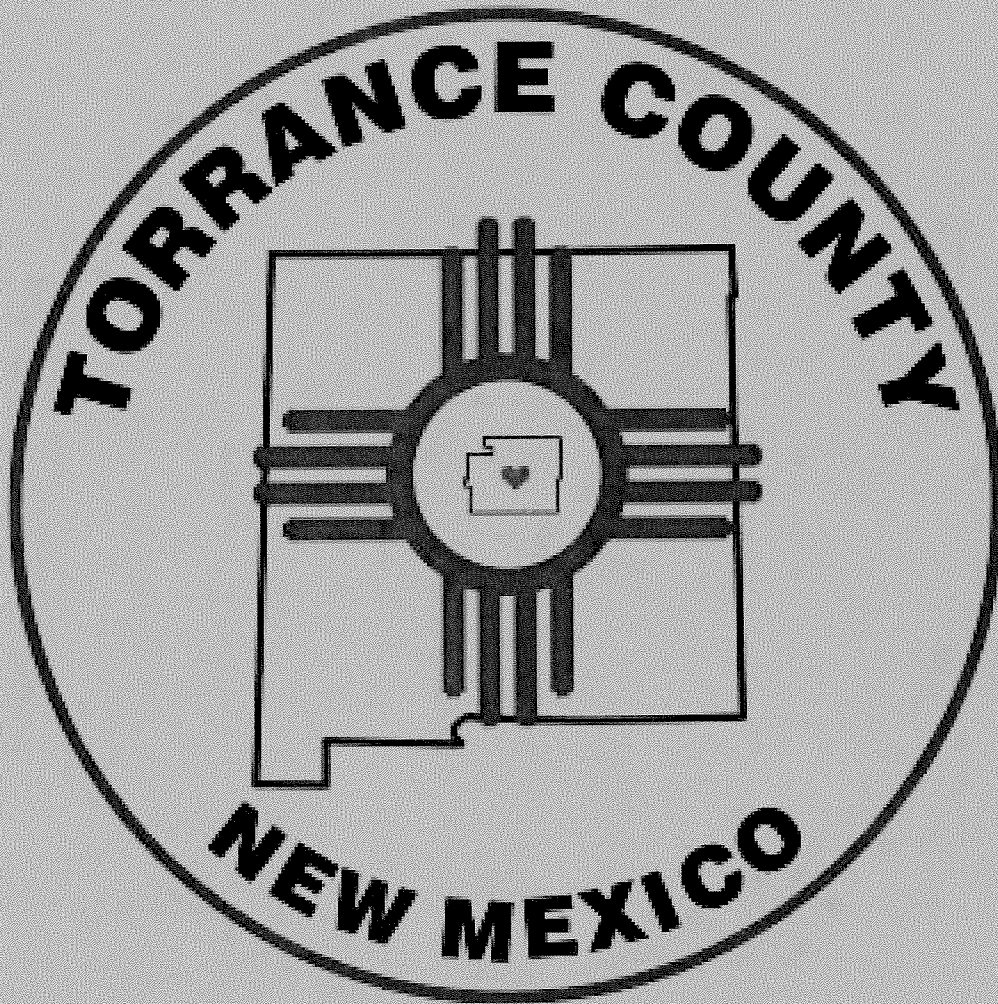
S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**December**

S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						



*Agenda Item  
No. 11*



*Agenda Item*  
*No. 12*