



*Agenda Item  
No. 6*

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Torrance County, New Mexico, a New Mexico County ("County"), and Duke City HealthCare, a New Mexico corporation, 4411 Montano NW, Suite F, Albuquerque, NM 87120 ("Contractor").

### RECITALS

WHEREAS, the Contractor is an entity which employs a board certified emergency medicine physician with an unrestricted license to practice medicine in the State of New Mexico; and

WHEREAS, the Contractor has the experience to provide medical direction to licensed emergency medical technicians and emergency medical dispatchers providing care to the sick and injured; and

WHEREAS, the County has certified first responders who require medical direction, continuing education, quality assurance, and representation in order to perform patient care in compliance with NMSA 24-10B-3.

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith and the Contractor is willing to provide such services.

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

1. **Scope of Services.** The Contractor shall perform the following services (hereinafter referred to as the 'Services') in a satisfactory and proper manner, as determined by the County:

- A. Train, monitor, and mentor emergency medical technicians;
- B. Train, monitor, and mentor emergency medical dispatchers;
- C. Establish treatment protocols, training, and quality improvement programs for the County;
- D. Recognize the unique challenges of rural, wilderness and tactical medicine;
- E. Develop and implement community training programs;
- F. Provide continuing education;

G. Structure an ongoing community relationship between the public and the County.

2. **Time of Performance.** Services of the Contractor shall commence upon execution of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

3. **Compensation and Method of Payment.**

A. **Compensation.** For performing the Services specified in Section 1 hereof, the County agrees to pay the Contractor \$500/month, which includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. **Method of Payment.** Such amount shall be paid to the Contractor at the rate of \$500/month. Payments shall be made to the Contractor monthly for Service completed in the prior month upon receipt by the County of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the County and on the condition that the Contractor has accomplished the Services to the satisfaction of the County.

C. **Appropriations.** Notwithstanding any provision in this Agreement to the contrary, the terms of this Agreement are contingent upon the County making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the County, this Agreement may be terminated at the end of the County's then current Fiscal Year upon written notice given by the County to the Contractor. Such event shall not constitute an event of default. All payment obligations of the County and all of its interest in this Agreement will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

4. **Independent Contractor.** Neither the Contractor nor its employees are considered to be employees of Torrance County for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the County under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. **Personnel.**

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. **Insurance.** The Contractor shall procure and maintain at its expense until final payment by the County for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents.

A. **Commercial General Liability Insurance.** N/A

B. **Automobile Liability Insurance.** N/A.

C. **Workers' Compensation Insurance.** Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico.

D. **Professional Liability Insurance.** Professional liability insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate.

7. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.

8. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the 'ADA'), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the County, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

9. **Conflict of Interest.** No officer, agent or employee of the County will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

10. **Interest of Contractor.** The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

11. **No Collusion.** The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

12. **Debarment, Suspension, Ineligibility and Exclusion Compliance.** The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the County immediately.

13. **Reports and Information.** At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the County, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the County.

14. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized by the County, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

15. **Audits and Inspections.** At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. **Ownership, Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under

this Agreement, subject to applicable state and federal law and regulation concerning such material.

18. **Compliance With Laws.** In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

19. **Changes.** The County may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

20. **Assignability.** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

21. **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the County, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

22. **Termination for Convenience of County.** The County may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the County as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.

23. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

24. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

25. **Applicable Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the County of Torrance.

26. **Approval Required.** This Agreement shall not become binding upon the County until approved by the highest approval authority of the County required under this Agreement.

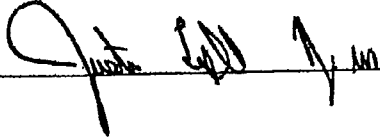
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IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date first above written.

**County of Torrance**

**CONTRACTOR: Duke City HealthCare**

Approved By:

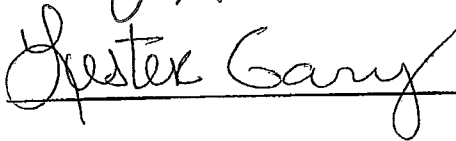
By: 



Title: Medical Dirct

County Administrative Officer

Date: July 25, 2017



Fire Chief

Date: 7-25-2017



County Procurement Officer

Date: 7/27/2017





*Agenda Item*  
*No. 7*

**NEW MEXICO ENVIRONMENT DEPARTMENT  
SOLID WASTE BUREAU**

**PROJECT # 18 RAID-09  
RECYCLING AND ILLEGAL DUMPING FUND GRANT AGREEMENT**

**THIS GRANT AGREEMENT** ("Agreement") is made and entered into by the New Mexico Environment Department ("NMED") and Torrance County ("GRANTEE") (collectively, "the parties").

**WHEREAS**, the New Mexico Legislature has enacted the Recycling and Illegal Dumping Act, NMSA 1978, §§ 74-13-1 to -20, ("RAIDA") which establishes the Recycling and Illegal Dumping Fund, NMSA 1978, Section 74-13-19; and

**WHEREAS**, §§ 74-13-17 and 74-13-19 of the Recycling and Illegal Dumping Act authorizes NMED to make grants to counties, municipalities, Indian nations, pueblos, tribes, land grant communities, cooperative associations, or solid waste authorities for the abatement of illegal dumpsites, for processing, transportation or recycling of all recyclable materials and scrap tires, for providing funds to public landfills in New Mexico to offset the cost of collecting or recycling of tires and for carrying out the provisions of the Recycling and Illegal Dumping Act; and

**WHEREAS**, the GRANTEE is a county established under NMSA 1978, §§ 4-1-1 to -62-10; and

**WHEREAS**, the GRANTEE is eligible, pursuant to the RAIDA, Section 74-13-17, and the Recycling, Illegal Dumping and Scrap Tire Management Regulations, 20.9.20 NMAC for said grant funds for the purpose of obtaining reimbursement funds for eligible projects; and

**WHEREAS**, NMED is empowered, pursuant to NMSA 1978, Section 74-1-6, to enter into this agreement;

**NOW THEREFORE**, the parties agree to the following:

**ARTICLE 1            FUNDING**

Pursuant to Sections 74-13-17 and 74-13-19 of the RAIDA, NMED grants funds in the amount of up to **THIRTY-THREE THOUSAND THREE HUNDRED Dollars 33,300 (\$)**, including Gross Receipts Tax, to the GRANTEE for the execution of the project as referenced in Article 5 and defined in the Project Description (Exhibit A) ("Project"). Such grant funds shall be provided to the GRANTEE as reimbursement for allowable costs as defined in Article 10.

**ARTICLE 2            EFFECTIVE DATE AND TERM OF AGREEMENT**

This grant agreement shall become effective upon the signatory execution by the Secretary of Environment and shall expire on **JUNE 30, 2018**, if not earlier terminated as provided in Article 17 of this Agreement. No funds shall be expended nor work undertaken unless and until this Agreement is executed by the Secretary of Environment.

If the Project cannot be completed within the term of this Agreement, the GRANTEE shall notify NMED in writing at least sixty (60) days prior to the expiration date of the term. The notification shall include an explanation of and reason for the inability for the GRANTEE to meet the term deadline, and a proposed amended term date. NMED shall, at its sole discretion, determine whether to amend this Agreement to extend its term.

### **ARTICLE 3 SPECIAL TERMS AND CONDITIONS**

The parties agree that:

A. Grant funds shall not be used to pay, refund, renew, roll over, retire or replace any other obligations previously issued or incurred by the GRANTEE.

B. GRANTEE shall provide a written assurance signed by signatory authority that the GRANTEE has proper title, easements, leases, and right-of-ways to the property upon which any facility associated with the grant funding is to be constructed or improved.

C. NMED shall reimburse GRANTEE for expenditures only as described in Article 10 and only if incurred after execution of this Agreement by the Secretary of Environment and after a purchase order from NMED has been received by the GRANTEE.

### **ARTICLE 4 GRANT CONTRIBUTIONS**

The parties recognize that the costs of the Project may exceed \$33,300 and, in such event, the GRANTEE shall contribute the difference between the total cost of the Project and the funds available from NMED under this grant agreement plus any matching funds, or the scope of work (Article 5) shall be reduced, subject to NMED's right of prior approval as provided in Article 5 of this grant agreement.

### **ARTICLE 5 SCOPE OF WORK**

The GRANTEE shall implement, in all respects, the project outlined in the Project Description, attached as Exhibit A, the Budget, attached as Exhibit B, the Work Plan and Schedule, attached as Exhibit C, and the Work / Reimbursement Schedule, attached as Exhibit E.

The GRANTEE shall not change the Project Description without (i) submitting a written request to NMED and obtaining NMED's written approval of the change and (ii) an amendment of the Agreement, if necessary.

The GRANTEE shall submit quarterly reports to NMED. Quarters shall end on March 31, June 30, September 30 and December 31. Quarterly reports shall:

1. be submitted within two weeks from the end of a quarter;
2. be provided in narrative form and adequately summarize the quarter's Project activities;

3. Summarize the Project's progress, status, and milestones;
4. Include revised work plans or timelines as necessary;
5. Include a description of any issues that may hinder timely completion of the project and proposed solutions;
6. Include a discussion of future Project activities;
7. include an itemized list of any requests for reimbursements for that quarter, evidence of payments (copies of invoices, vouchers, cancelled checks) and any other relevant supporting documents; and
8. Include all reimbursement requests and written support documentation for purchases of services, goods and/or equipment received in each quarter.

## **ARTICLE 6 ADMINISTRATIVE PROCEDURES**

Upon execution of this Agreement, the GRANTEE shall follow the procedures listed below unless waived in writing by NMED.

A. Copies of any pre-existing agreements or executed contracts that the GRANTEE proposes for use during the Project shall be submitted to NMED for review approval prior to any performance or expenditure, if deemed necessary by NMED. If NMED determines that any such contract or agreement is invalid, this Agreement may be terminated by NMED upon written notification.

B. All purchases made using grant funds shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-1 to -199. The Grantee shall submit confirmation of Procurement Code compliance with all reimbursement requests. If funds are to be used for the purchase of equipment, services, construction supplies, or other approved items of tangible personal property for the purposes of completion of the Agreement, quotes must be obtained in accordance with New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. Quotes must be submitted to NMED for approval prior to purchase and must be valid at the time of purchase. As allowed under NMSA 1978, Section 13-1-98(K), municipalities that have adopted a home rule charter and having enacted their own purchasing ordinances may follow the municipality purchasing ordinance. A copy of Grantee's municipal purchasing ordinance shall be provided to NMED upon signature of the Grant Agreement. In the event that the Grantee's municipal purchasing ordinance does not contain specific quote or bidding procedures or source selection for procurement, the New Mexico Procurement Code shall prevail. As allowed under Section 13-1-98(GG) of the Procurement Code, Indian nations, tribes or pueblos may follow their procurement policy, should they have one. If Indian nations, tribes or pueblos do not have their own procurement policy, they must comply with New Mexico Procurement Code, NMSA 1978, §§ 13-1-1 to -199 for all purchase made using grant funds. Failure to follow applicable procurement regulations will result in non-payment of the amount in question.

C. The GRANTEE is permitted to make cumulative transfers among budget categories to meet unanticipated requirements that do not exceed or are not expected to exceed ten percent of the total approved budget.

D. Request for Proposals (“RFP”) for professional services and/or other services shall comply with the New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. If grant funds are to be used for professional services, the GRANTEE shall submit documentation regarding the selection process used or that will be used and a copy of the RFP or RFQ, if applicable, to NMED for review and approval prior to selecting professional services.

E. Invitations to Bids (“ITB”) for items of tangible personal property, construction, or services shall comply with the New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. The GRANTEE shall submit documentation regarding the selection process used or that will be used and a copy of the ITB, if applicable, to NMED for review and approval prior to selection.

F. If grant funds are to be used for engineering design or for construction, the GRANTEE shall submit all plans, specifications, and any addenda or change orders to NMED for review and approval before the project is advertised for construction bids, if deemed necessary by NMED. Plans and specifications shall be prepared and stamped by a registered New Mexico Professional Engineer.

G. The GRANTEE shall submit all modifications to plans and contracts in writing to NMED for written approval prior to implementation of such modification. NMED’s decision approving or disapproving the modification shall be made in a timely manner in writing to the GRANTEE. If immediate action is needed, a verbal notification of NMED’s decision will be made, followed by written notification.

H. The GRANTEE shall submit requests for reimbursement to NMED in a timely manner and in accordance with Article 9. Requests for reimbursement and supporting documentation must be submitted during the same state fiscal quarter as the costs are incurred (the state fiscal year is July 1 to June 30.) Requests for reimbursement for eligible expenses completed within the last 60 days in a fiscal year shall be submitted to NMED within the first week of July, or as instructed by the grant administrator.

I. NMED may require proof of deposit and/or proof of payment to contractors or consultants, including the disbursement of funds from other sources used for the Project.

J. The Project will not be considered complete until the work as defined in this Agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

## **ARTICLE 7            NMED REVIEW**

NMED inspection, review, and approval are for purposes of compliance with applicable State grant requirements, procedures, and regulations only. NMED approval shall not be interpreted as any warranty or guarantee, and all defects and their correction shall be the responsibility of the GRANTEE. Approval of plans and design of the Project indicates only that the submitted plans are complete and in compliance with applicable State grant requirements, procedures, and regulations. The GRANTEE shall be responsible for the completion and success of the Project.

Approval by NMED does not relieve the GRANTEE of any legal obligations or responsibilities, including obligations and responsibilities under the RAIDA.

NMED shall have the right to examine all installations comprising the project, including materials intended for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans.

NMED shall have the right to inspect and audit all quote sheets, bids, proposals and contracts for compliance before any services, work or goods are received. NMED's approval to proceed with procurement does not release the GRANTEE from their responsibility for compliance with all procurement rules and regulations.

## **ARTICLE 8            OPERATIONS AND MAINTENANCE**

The GRANTEE shall perform all operation and maintenance of the Project.

## **ARTICLE 9            COMPENSATION AND METHOD OF PAYMENT**

A. No expenditure of funds by GRANTEE in anticipation of reimbursement pursuant to this Agreement is authorized prior to execution of this Agreement by the Secretary of Environment and the acquisition of a State Purchase Order by NMED.

B. For satisfactory performance of all work and services required under the terms of this Agreement, NMED shall reimburse the GRANTEE for actual costs and Gross Receipts Tax incurred, up to the limit set forth in Article 1. NMED shall reimburse the GRANTEE when NMED determines, in its sole discretion, that expenditures have been properly documented. Copies of all applicable vouchers paid shall be submitted to NMED with requests for reimbursement. All requests for reimbursement shall be prepared by the GRANTEE in the manner required by NMED, and submitted using forms provided by NMED, and shall be accompanied by the appropriate supporting documentation to assure that those costs being reimbursed are correct and within the approved scope of work as described in Exhibit A. Requests for reimbursement shall include expenditures to date by approved budget category (Exhibit B). Failure to provide timely, accurate periodic requests for reimbursement may result in the forfeiture of grant funds or significant delay in payment. Payment will not be authorized for any reimbursement request submitted after the date specified in ARTICLE 6(G) of this grant agreement.

C. Interim payments will be made as the work progresses for properly prepared reimbursement requests. The GRANTEE shall prepare and certify requests for reimbursement for interim payments in the quarter that the services, goods or equipment was completed and received. Interim payments for approved services shall be made in accordance with the approved contracts or agreements for those services. All reimbursement requests shall be signed by the chief financial officer and certified procurement officer as designated in Article 21, except for Indian nations, tribes, and pueblos who must have all reimbursement requests signed by only the chief financial officer. In the event that chief financial officer or certified procurement officer is no longer employed by the GRANTEE, the persons occupying those positions shall sign reimbursement requests. By signing the reimbursement request, the GRANTEE acknowledges that any

procurement not compliant with applicable procurement regulations will result in non-payment of the amount in question, that expenditures have been made in accordance with the grant agreement, and that payment from NMED has not been received at the time the request is submitted. Failure to obtain appropriate signatures will result in non-payment of the amount in question. All reimbursement requests shall be prepared and submitted using the NMED-approved format and include copies of checks and invoices.

D. Interim or final payment by NMED may be withheld until such time as NMED determines, in its sole discretion that the GRANTEE has complied with the terms of this grant agreement, including all administrative procedures (Article 6).

E. When multiple funding sources are used to complete the Project, the project Budget (Exhibit B) shall identify all funding sources and the line item to which funds are allocated from each source.

F. Any grant funds which remain unexpended after all conditions of this Agreement have been satisfied will revert to the Recycling and Illegal Dumping Grant Fund.

G. The funds referred to in Article 1 shall constitute full and complete payment of monies to be received by the GRANTEE from NMED.

H. Notwithstanding the other provisions of this article, five percent (5%) of the total grant amount may be withheld by NMED until NMED has determined in its sole discretion that the Project is at least ninety percent 90% complete. This amount may be withheld by NMED pending final Project inspection by NMED, submission by the GRANTEE of a final report, and acceptance of the Project by NMED. Final Project inspection by NMED shall be performed promptly and the results shall be conveyed to the GRANTEE in writing if deficiencies are found. The Project will not be considered complete until the work defined in this Agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

I. Upon project completion, final payment shall not be made by NMED until after a final inspection has been conducted by Solid Waste Bureau staff. If the GRANTEE has contracted or subcontracted with others, the GRANTEE shall provide the following items for review and approval by NMED:

1. A final reimbursement request including the final certified pay request approved by the GRANTEE's signatory authority;
2. A written affirmation or certification letter than includes the following:
  - a) A brief narrative stating that the GRANTEE has confirmed that all Project work has been satisfactorily completed and that all contractors and subcontractors have fulfilled all of the obligations required under the contract documents with the GRANTEE regarding the date of successful completion of the Project;
  - b) For contracts that exceed \$60,000 for contractor or subcontractor costs, a certification by the GRANTEE that describes how the Labor Standards Contract Provisions have been met;

3. A complete and legally effective release or waivers (satisfactory to the GRANTEE) of liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under;
4. A written consent of the surety, if any, to final payment; and
5. GRANTEE's ledger sheets, including all payments made by the GRANTEE, may be requested with the final reimbursement request, and before the final reimbursement request is processed by NMED.

J. Upon project completion, final payment shall not be made by NMED until after a final report has been submitted to NMED. At a minimum, the final report shall include the following:

1. A narrative description of the Project including photographs of any equipment or construction (pictures of before and after and progress during construction, and photographs of the project at completion);
2. A list of all major equipment (e.g., loaders, 40-yard cubic bins, waste compactors, tractor trailers) and the cost of such equipment purchased under the terms of this Agreement;
3. A narrative description and photographs of all construction projects that were partially or completely funded under the terms of this Agreement;
4. Any other information requested in writing by NMED.

#### **ARTICLE 10 ALLOWABLE AND UNALLOWABLE COSTS**

The parties agree that allowable costs shall be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this Agreement as defined in Exhibit A. GRANTEE shall justify, in accordance with NMED criteria and procedures, all expenditures for which it requests reimbursement. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the GRANTEE provides sufficient justification.

Unallowable costs include but are not limited to: administrative expenses (including grant application preparation), costs of GRANTEE employees not directly employed at the solid waste facility, late fees, interest or penalties, and, in accordance with Article 23, any Special Terms and Conditions. Unallowable costs shall be paid by the GRANTEE.

#### **ARTICLE 11 ACCOUNTING**

Funds received by the GRANTEE from NMED and all other funding sources for the Project shall be established as separate identifiable ledger accounts or be deposited in separate bank accounts. The GRANTEE shall comply with generally accepted accounting principles to account for all funds.



**ARTICLE 12            RECORDS/AUDIT AND INSPECTION**

The GRANTEE shall maintain books, records, documents, and other evidence sufficient to substantiate the costs incurred in the performance of this Agreement. The Project site and GRANTEE facilities that are in any part the subject of this Agreement, including all books, records, documents, ledgers, and other evidence required by this article, shall be preserved and made available to NMED, the State Auditor and/or his agent(s) during the Agreement term and for a period of six (6) years from date of final payment. If, upon expiration or termination of this Agreement, NMED has questions concerning proper expenditure of funds and has conveyed such to GRANTEE in writing, the GRANTEE shall preserve and make available all books, records, documents, ledgers, and other evidence relating to this Agreement until such questions are resolved and the GRANTEE has received written notice to that effect from NMED. This article applies to all contracts let by the GRANTEE and costs that are to be claimed for reimbursement.

**ARTICLE 13            CERTIFICATION**

By signing this Agreement, the GRANTEE gives assurance and certifies that:

- A. The GRANTEE possesses legal authority to make application for these funds and to execute this agreement;
- B. If required by applicable local rule or ordinance, the GRANTEE's current governing body has duly adopted or passed a resolution authorizing the person(s) identified as the official representative of the GRANTEE to submit any documents pertaining to the project, along with all understandings and assurances contained in this Agreement.
- C. If required by applicable local rule or ordinance, the resolution also identifies the person(s) with signatory authority for the GRANTEE (the person(s) authorized to submit and sign reimbursement requests to NMED). The GRANTEE shall provide a copy of the resolution to NMED with the signed Agreement.
- D. The GRANTEE will provide or appropriately obtain all necessary qualified personnel, material, and facilities to implement the Project described in this Agreement.
- E. The GRANTEE will only use subcontractors if approved by NMED for the completion of the scope of work as specified in Exhibits A and B herein.
- F. The GRANTEE will comply with federal, State and local statutes, regulations, policies, guidelines and any other requirements with respect to the acceptance and use of funds for this Project.
- G. When real property, easement, or other right to use real property is acquired by the GRANTEE, either through purchase or donation, as a part of this Project and within the Agreement term, the GRANTEE will submit documentation of title pertaining to such property, easement, or rights-of-way to NMED.

H. No officer or employee of the GRANTEE or its designees or agents, or member of the governing body of the locality in which the project is situated during his/her tenure or for one year after his/her tenure, will have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the project under this Agreement. The GRANTEE will incorporate a provision prohibiting such interest pursuant to the purposes of this certification in all related contracts or subcontracts.

I. Assistance from the State of New Mexico will be acknowledged on all Project signs that acknowledge Project funding sources. The Project signs will include the name of the Project, the name of the GRANTEE, total cost of the Project and a listing of the financial participation by dollar amount from all sources.

#### **ARTICLE 14 OCCUPATIONAL SAFETY**

The GRANTEE agrees to take affirmative action to ensure that the Project is conducted in conformance with federal and State laws and regulations relating to occupational health and safety. Authorized inspectors from NMED's Occupational Health and Safety Bureau shall have unobstructed access to Project sites and shall not be impeded in any way from performance of their duties. These provisions shall be included in any contract related to this Agreement.

#### **ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY**

The GRANTEE agrees to abide by all federal and state laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, the GRANTEE agrees to assure that no person will, on the grounds of race, color, national origin, gender, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or otherwise be subject to, discrimination under any activity performed under this Agreement. If GRANTEE is not in compliance with these requirements during the life of this Agreement, GRANTEE agrees to take appropriate steps to correct any such deficiencies.

#### **ARTICLE 16 SCOPE OF AGREEMENT AND AMENDMENTS**

This grant agreement constitutes the entire and exclusive Agreement between the GRANTEE and NMED with respect to the Project. This Agreement supersedes any and all prior agreements, discussions, communication, representation, or negotiations, written or verbal. The parties may amend this Agreement if the amendment is in writing and signed by both parties.

#### **ARTICLE 17 TERMINATION**

NMED shall have the right to terminate this Agreement if at any time in the judgment of NMED the terms of the Agreement have been violated or the activities described in the attached exhibits are not progressing satisfactorily. This Agreement may also be terminated for failure to provide adequate deliverables within the agreed upon time frames, non-performance of tasks, or for

missing two consecutive quarterly report deadlines as mutually agreed upon in work plan dates, proper procurement has not been followed or any other reasons as determined by NMED.

The above mentioned time frames include, but are not limited to, those specified in Exhibit E (Work / Reimbursement Schedule).

Termination shall be effected by sending written notice to the GRANTEE and is effective upon receipt or as determined by NMED in the termination letter. The GRANTEE shall accept as final NMED's decision as to terminate the Agreement.

Upon termination, NMED may demand a refund of all or part of the funds disbursed to the GRANTEE.

#### **ARTICLE 18            APPROPRIATIONS**

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

#### **ARTICLE 19            LIABILITY**

As between NMED and the Grantee, each party shall be responsible for liability arising from personal injury or damage to persons or property by its own agents or employees in the performance of this Agreement, subject in all instances to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 to -30, and any amendments thereto.

#### **ARTICLE 20            NMED REPRESENTATIVE / SIGNATORY AUTHORITIES**

NMED hereby designates the person(s) listed below as the official NMED Representative(s) responsible for overall supervision of the Project and the official NMED Signatory Authority(s).

##### **NMED REPRESENTATIVE(s)**

Name: Layne Duesterhaus                      Phone: (505) 827-2828  
          Environmental Specialist                E-mail address: layne.duesterhaus@state.nm.us

Address: 1190 Saint Francis Dr. # N2150, PO Box 5469, Santa Fe, New Mexico 87502-5469

**NMED SIGNATORY AUTHORITY(s)**

Name: Butch Tongate, Cabinet Secretary

Phone: (505) 827-2885

Address: Attn: Layne Duesterhaus 1190 Saint Francis Dr. # N2150, PO Box 5469, Santa Fe, New Mexico 87502

**ARTICLE 21           GRANTEE REPRESENTATIVE / SIGNATORY AUTHORITY**

The GRANTEE hereby designates the person(s) listed below as the official GRANTEE Representative(s) responsible for overall supervision of the Project and the official GRANTEE Signatory Authority(s). The Signatory Authority must be a mayor; city or county manager; chairman of a county commission; director of a solid waste authority; governor of a pueblo, tribe or nation; or chairman or executive director of a cooperative association. The Chief Financial Officer must be the senior manager responsible for overseeing all financial activities for the GRANTEE.

**GRANTEE REPRESENTATIVE(s)**

Name: Dan DeCosta Phone: 505-544-4392

E-mail address: ddecosta@tcnm.us

Address: PO 48, Estancia NM 87016

**GRANTEE SIGNATORY AUTHORITY(s)**

Name: Belinda Garland Phone: 505-544-4700

E-mail address: bgarland@tcnm.us

Address: PO 48, Estancia NM 87016

**GRANTEE CHIEF FINANCIAL OFFICER**

Name: Amanda Tenorio Phone: 505-544-4720

E-mail address: atenorio@tcnm.us

Address: PO 48, Estancia NM 87016

**GRANTEE CERTIFIED PROCUREMENT OFFICER\***

Name: Leslie Olivas Phone: 505-544-4730

E-mail address: lolivas@tcnm.us

Address: PO 48, Estancia NM 87016

\*Indian nations, tribes, and pueblos may leave this section blank.

**ARTICLE 22           NOTICE**

The GRANTEE shall provide notice to all contractors that the Procurement Code imposes civil and criminal penalties for its violation and that the New Mexico criminal statutes impose felony penalties for illegal bribes, kick-backs or rebates.

ARTICLE 23

SPECIAL TERMS AND CONDITIONS

None.

SIGNATURES

**GRANTEE SIGNATORY AUTHORITY:**

Belinda Garland *Belinda Garland*  
Name

County Manager Date 8-1-17

**GRANTEE Chief Finance Officer:**

**Amanda Tenorio**  
Name *Amanda Tenorio*  
Comptroller  
Chief Finance Officer, Title Date 8-1-2017

**NMED:**

Butch Tongate, Cabinet Secretary Date \_\_\_\_\_

**EXHIBIT A  
PROJECT DESCRIPTION**

**NEW MEXICO ENVIRONMENT DEPARTMENT  
SOLID WASTE BUREAU  
RECYCLING AND ILLEGAL DUMPING FUND – GRANT #18 RAID-09**

**NAME OF GRANTEE: TORRANCE COUNTY  
FOR: Illegal tire dump cleanup and scrap tire amnesty**

The New Mexico Environment Department shall use Recycling and Illegal Dumping Funds to reimburse Torrance County for expenditures incurred in order to clean up two illegal scrap tire stock piles and host one scrap tire amnesty event.

Reimbursable grant expenses include: Tipping fees and advertisements associated with one scrap tire amnesty events and payments for two scrap tire dump site clean ups.

**EXHIBIT B  
BUDGET**

**NEW MEXICO ENVIRONMENT DEPARTMENT  
SOLID WASTE BUREAU  
RECYCLING AND ILLEGAL DUMPING FUND – GRANT #18 RAID-09**

**NAME OF GRANTEE: TORRANCE COUNTY  
FOR: Illegal tire dump cleanup and scrap tire amnesty**

<b>CLASSIFICATION</b>	<b>NMED FUNDS</b>	<b>OTHER SOURCES</b>	<b>TOTAL</b>
<b>Abatement Cost to Include Contract Labor, Advertising, Transportation and Tip Fees</b>	<b>\$33,300</b>		<b>\$33,300</b>
<b>Professional Services</b>			
<b>Construction Cost</b>			
<b>Administrative Cost</b>		<b>\$3330.00</b>	<b>\$3330.00</b>
<b>Equipment</b>			
<b>Other Costs</b>			
<b>Contingency</b>			
<b>TOTAL:</b>	<b>\$33,300</b>	<b>\$3330.00</b>	<b>\$36630.00</b>

Specify Other Costs Noted Above	
Identify Sources of Other Funds or Services Including In-Kind Match	In-kind Services \$3330.00 Matching Funds \$0 Total \$3330.00

**EXHIBIT C  
PROJECT SCHEDULE**

**NEW MEXICO ENVIRONMENT DEPARTMENT  
SOLID WASTE BUREAU  
RECYCLING AND ILLEGAL DUMPING FUND – GRANT #18 RAID-09**

**NAME OF GRANTEE: TORRANCE COUNTY**  
**FOR: Illegal tire dump cleanup and scrap tire amnesty**

TASK	YEAR 2017												YEAR 2018											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Quarterly reports due									X			X				X								
Submit procurement documentation (quotations, RFPs, IFBs) to NMED for approval									X	X														
Conduct amnesty event										X	X	X	X	X	X	X	X	X						
Abate illegal tire dumps										X	X	X	X	X	X	X	X							
Submit project completion survey, photographs, and final reimbursement request.																		X						



**EXHIBIT D  
MECHANISMS FOR NON-RECURRENCE**

**NEW MEXICO ENVIRONMENT DEPARTMENT  
SOLID WASTE BUREAU  
RECYCLING AND ILLEGAL DUMPING FUND – GRANT #18 RAID-09**

**NAME OF GRANTEE: TORRANCE COUNTY  
FOR: Illegal tire dump cleanup and scrap tire amnesty**

Torrance County in cooperation with Estancia Valley Solid Waste Authority (EVSWA) have been highly successful in applying for grants and using them for cleaning properties, holding tire amnesty events, and promoting recycling.

Torrance County also contributes funds to tearing down dilapidated mobile homes and property clean ups. Code Enforcement has been successful catching and prosecuting illegal dumping with the help of the community and surveillance cameras we purchased with grant funding.

EVSWA takes up to 2 tires per load from County Customers with no upfront costs.

Torrance County just adopted an ordinance targeted at dilapidated mobile homes that will allow Code Enforcement to prosecute owners that neglect the care of unoccupied mobile homes and force them to remove them. These abandoned mobile homes are an eyesore and create places for illegal activities and illegal dumping.

**EXHIBIT E  
WORK / REIMBURSEMENT REQUEST SCHEDULE**

**NEW MEXICO ENVIRONMENT DEPARTMENT  
SOLID WASTE BUREAU  
RECYCLING AND ILLEGAL DUMPING FUND – GRANT #18 RAID-09**

**NAME OF GRANT: TORRANCE COUNTY  
FOR: Illegal tire dump cleanup and scrap tire amnesty**

<b>3 MONTH REPORTING PERIOD</b>	<b>1<sup>st</sup> THREE MONTH PERIOD</b>	<b>2<sup>nd</sup> THREE MONTH PERIOD</b>	<b>3<sup>rd</sup> THREE MONTH PERIOD</b>	<b>4<sup>th</sup> THREE MONTH PERIOD</b>
<b>TASKS EXPECTED TO BE COMPLETED DURING PERIOD</b>	Sign grant agreement	Approval of MOU's start amnesty event, start illegal dumpsite abatement		Finish illegal dumpsite abatement, complete tire amnesty event
<b>EXPECTED STATUS OF TASKS PROPOSED TO BE IN PROGRESS DURING PERIOD (list all applicable)</b>	Getting bids from EVSWA , start MOU approval process with County Commission, then NMED	Approval of MOU's start amnesty event, start illegal dumpsite abatement	Tire amnesty event, clean up of illegal dumpsites	Tire amnesty event, clean up of illegal dumpsites
<b>AMOUNT OF FUNDS ESTIMATED TO BE EXPENDED DURING PERIOD</b>		\$11100.00	\$11100.00	\$11100.00



*Agenda Item*  
*No. 8*

PO Box 48  
205 9<sup>th</sup> Street  
Estancia, NM 87016  
(505) 246-4725 Main Line (505) 384-5294 Fax  
www.torrancecountynm.org  
Email: 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: Leonard Lujan ROAD  
First Last Department / Company / Organization Name

Today's Date: 7/24/2017 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 46666 Fax Number: \_\_\_\_\_  
Would you like this Agenda Faxed to you? Yes No

Email Address: lchavez@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:  
\* Resolution by 17/18 for state project  
CAP, SB, SP  
\* REUSED Estimated cost + quantities - CAP SB SP

Is this a Resolution , Contract, Agreement, Grant Application, Other? Estimated cost/quantities

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: \_\_\_\_\_

**RESOLUTION # 2017-39**

- WHEREAS, This resolution being duly written and executed this Ninth Day of August 2017, does hereby acknowledge in accordance with prevailing State Statue 67-3-28, through 67-3-28.2. NMSA, 1978 Compilation, declares that the State Highway Commission may enter into the fiscal year 2017/18 Cooperative Agreement (LGRFP) with counties for the improvement of public roads; and
- WHEREAS, the County of Torrance acknowledges that the State Highway Commission has entered and approved Torrance County's request for participation into the fiscal year 2017/18 Cooperative Agreement (LGRFP) for the County Arterial Program; and
- WHEREAS, Torrance County Commission hereby in pursuant with prevailing State Statue 67-3-28.2, NMSA 1978 (1995 Supp.), as amended will meet the (25%) match required; and
- WHEREAS, the project number is CAP-5-18(472), control number L500299. Entity Share (25%) for the amount of \$52,115.00. State Share (75%) for the amount of \$156,345.00, a Project Total of \$208,460.00; and
- WHEREAS, the job scope on this project is Pavement Rehabilitation/Improvements Blading & Shaping of Various County Roads; and
- WHEREAS, roadways for construction are county designated roads for maintenance recorded with the NMDOT, Planning Division
- NOW THEREFORE, Be it resolved that the Board of Commissioners of Torrance County adopts this resolution as a formal acceptance in our Cooperative Agreement with the New Mexico Department of Transportation, for the fiscal year 2017/18 (LGRFP) for the County Arterial Program.
- ADOPTED, and approved this Ninth Day of August 2017.

**TORRANCE COUNTY COMMISSION**

\_\_\_\_\_  
Javier E. Sanchez, Chair

\_\_\_\_\_  
Julia DuCharme, Member

Attest:

\_\_\_\_\_  
James Frost, Member

\_\_\_\_\_  
Linda Jaramillo, Clerk of the Board





*Agenda Item*

*No. 9*

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: Leonard Bryan ROAD  
First Last Department / Company / Organization Name

Today's Date: 7/24/2017 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 46666 Fax Number: \_\_\_\_\_  
Would you like this Agenda Faxed to you? Yes No

Email Address: thaveze@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:  
\* Resolution by 17/18 for state project  
CAP, SB, SP  
\* REUSED Estimated cost + quantities - CAP SB SP

Is this a Resolution , Contract, Agreement, Grant Application, Other? Estimated cost/quantities

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: \_\_\_\_\_



RESOLUTION # 2017-40

- WHEREAS, This resolution being duly written and executed this Ninth Day of August 2017, does hereby acknowledge in accordance with prevailing State Statute 67-3-28, through 67-3-28.2. NMSA, 1978 Compilation, declares that the State Highway Commission may enter into the fiscal year 2017/18 Cooperative Agreement (LGRFP) with counties for the improvement of public roads; and
- WHEREAS, the County of Torrance acknowledges that the State Highway Commission has entered and approved Torrance County's request for participation into the fiscal year 2017/18 Cooperative Agreement (LGRFP) for the School Bus Routes Program; and
- WHEREAS, Torrance County Commission hereby in pursuant with prevailing State Statute 67-3-28.2, NMSA 1978 (1995 Supp.), as amended will meet the (25%) match required; and
- WHEREAS, the project number is SB-7808(105)18, control number L500292. Entity Share(25%) for the amount of \$27,281.00, State Share(75%) for the amount of \$81,843.00, a Project Total of \$109,124.00; and
- WHEREAS, the job scope on this project is Pavement Rehabilitation/Improvements Blading & Shaping of Various County Roads; and
- WHEREAS, roadways for construction are county designated roads for maintenance recorded with the NMDOT, Planning Division
- NOW THEREFORE, Be it resolved that the Board of Commissioners of Torrance County adopts this resolution as a formal acceptance in our Cooperative Agreement with the New Mexico Department of Transportation, for the fiscal year 2017/18 (LGRFP) for the School Bus Routes Program.
- ADOPTED, and approved this Tenth Day of August 2016.

**TORRANCE COUNTY COMMISSION**

\_\_\_\_\_  
Javier E. Sanchez, Chairman

\_\_\_\_\_  
Julia DuCharme, Member

Attest:

\_\_\_\_\_  
James Frost, Member

\_\_\_\_\_  
Linda Jaramillo, Clerk of the Board

REVISED

**Estimated Summary  
of Costs and Quantities**

Entity:	Torrance County Road Department	DO:	CN:	L500292
Project No.:	SB-7808(105)18			
Termini:	County Roads: Chavez Rd-from CR A095 going N 1.0 mile to end project CR A080/Clements Rd E-from Salt Mission Trl going E for 1.0 mile to end project CR A081/Calle Del Sol Rd E/S-from Hwy 41 proceed 1.5 miles to start project for 1.0 mile end project CR A095/McNabb Rd-from Lexco going W for 1.0 to end project CR B064/La Cienga Rd-from Hwy 55 proceed W for 1.0 to end project CR B069/El Gato SE& La Entrada Rd S-from Hwy 55 proceed N then W for 1.0 mile to end project			
		Total project mileage:	6.00	
Scope of Work:	Pavement Rehabilitation/Improvements and Blading & Shaping on various county roads within the control of public entity.			
	Item Description	Unit	Final Quantity	Unit Cost
	<b>Equipment/Labor</b>			
	Equipment	hours	1909	\$42.588423
	Labor	hours	1909	\$14.574489
	<b>Material</b>			
	Torrance County Pit	loads	11612.000	\$2.00
	<b>Water</b>			
	Water-DONATED			0.00
	<b>Total Estimated Cost</b>			<b>\$109,124.00</b>
Torrance County Manager			Date:	



*Agenda Item  
No. 10*

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: Leonard Lujan ROAD  
First Last Department / Company / Organization Name

Today's Date: 7/24/2017 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 46666 Fax Number: \_\_\_\_\_  
Would you like this Agenda Faxed to you? Yes No

Email Address: lchavez@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:  
\* Resolution by 17/18 for state project  
CAP, SB, SP  
\* REUSED Estimated cost + quantities - CAP SB SP

Is this a Resolution , Contract, Agreement, Grant Application, Other? Estimated cost/quantities

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: \_\_\_\_\_

RESOLUTION # 2017-41

- WHEREAS, This resolution being duly written and executed this Ninth Day of August 2017, does hereby acknowledge in accordance with prevailing State Statute 67-3-28, through 67-3-28.2. NMSA, 1978 Compilation, declares that the State Highway Commission may enter into the fiscal year 2017/18 Local Government Road Fund Program a Cooperative Agreement with counties for the improvement of public roads; and
- WHEREAS, the County of Torrance acknowledges that the State Highway Commission has entered and approved Torrance County's request for participation into the fiscal year 2017/18 LGRFP for the County Cooperative Program; and
- WHEREAS, Torrance County Commission hereby in pursuant with prevailing State Statute 67-3-28.2, NMSA 1978 (1995 Supp.), as amended will meet the (25%) match required; and
- WHEREAS, the project number is SP-5-18(186), control number L500266. Entity Share(25%) for the amount of \$19,881.00, State Share(75%) for the amount of \$59,644.00, a Project Total of \$79,525.00; and
- WHEREAS, the job scope on this project is Pavement Rehabilitation/ Improvements Blading & Shaping of Various County Roads; and
- WHEREAS, roadways for construction are county designated roads for maintenance recorded with the NMDOT, Planning Division.
- NOW THEREFORE, Be it resolved that the Board of Commissioners of the County of Torrance adopts this resolution as a formal acceptance in a Cooperative Agreement with the New Mexico Department of Transportation, for the fiscal year 2017/18 LGRFP for the County Cooperative Program.
- ADOPTED, and approved this Ninth Day of August 2017.

**TORRANCE COUNTY COMMISSION**

\_\_\_\_\_  
Javier E. Sanchez, Chairman

\_\_\_\_\_  
Julia DuCharme, Member

Attest:

\_\_\_\_\_  
James Frost, Member

\_\_\_\_\_  
Linda Jaramillo, Clerk of the Board

REVISED	Estimated Summary of Cost & Quantities				
Entity:	Torrance County Road Department	DO:	CN:	L500266	
Project No.:	SP-5-18(186)				
Termini:	County Roads: Charlie Breckenridge Rd-from Hwy 41 turn E on Charlie Breckenridge for 1.3 miles to end project				
		Total Project mileage:		1.30	
Scope of Work:	Pavement Rehabilitation/Improvements and Blading & Shaping on various county roads within the control of Public Entity.				
	Item Description	Unit	Final Quantity	Unit Cost	Final Cost
	<b>Equipment/Labor-Prep/Hauling</b>				
	Equipment	hours	390		16,804.00
	Labor	hours	390		5,677.58
	<b>Materials</b>				
	Moriarty Concrete-Base Course	tons	2212.925	\$10.00	22,129.25
	Taxes	cost	\$22,129	7.6875%	1,701.19
	Moriarty Concrete-5/8 chips	tons	500.000	\$19.00	9,500.00
	Taxes	cost	\$9,500	7.6875%	730.31
	<b>Water</b>				
	Water-DONATED	loads	0.000	\$0.00	0.00
	<b>Equipment/Labor-Chip Seal</b>				
	Equipment	hours	150		2,493.50
	Labor	hours	150		1,968.18
	<b>Oils</b>				
	Holly Asphalt-Hfe 90 oil w/spread charge	tons	22.00	\$370.00	8,140.00
	Taxes	cost	\$8,140	7.3125%	595.24
	Hfe 100p oil w/spread charge	tons	22.00	\$390.00	8,580.00
	Taxes	cost	\$8,580	7.3125%	627.41
	Cssi-p fog seal oil w/spread charge	tons	1.6583	\$325.00	538.95
	Taxes	cost	\$539	7.3125%	39.41
	<b>Total Project Cost</b>				<b>\$79,525.02</b>
Torrance County Manager					
Date					



*Agenda Item  
No. 11*

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 Javier E. Sanchez, District 3  
County Manager  
Belinda Garland  
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: Belinda Garland Manager Office  
First Last Department / Company / Organization Name

Today's Date: 8/1/17 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: (505) 544-4702 Fax Number: (505) 384-2794  
Would you like this Agenda Faxed to you? Yes  No

Email Address: bgarland@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:  
Need approval for payment

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: \_\_\_\_\_





GUSTIN HARDWARE # 2  
 PO BOX 292, 506 5TH STREET  
 ESTANCIA NM 87016  
 505-384-5225

<< CUT ALONG DASHED LINE

GUSTIN HARDWARE # 2  
 PO BOX 292  
 506 5TH STREET  
 ESTANCIA NM 87016

# Statement Of Account

STATEMENT DATE
30-Jun-17

ACCOUNT NUMBER
126

PAGE NO
1

STATEMENT DATE
30-Jun-17

ACCOUNT NUMBER
126

TO: TORR CO ROAD DEPT.  
 P.O. BOX 48  
 ESTANCIA, NM 87016

TO INSURE PROPER CREDIT TO YOUR  
 ACCOUNT ALWAYS RETURN THIS PORTION  
 OF THE STATEMENT WITH YOUR PAYMENT  
 << CUT ALONG DASHED LINE

\$ 93.54  
 AMOUNT REMITTED

ALL PURCHASES ARE DUE AND PAYABLE BY 10th OF MONTH FOLLOWING PURCHASE

DATE	INVOICE	DESCRIPTION	AMOUNT	BALANCE
		OPENING BALANCE	466.01	466.01
08-Jun-17	171317	28908	38.90	504.91
08-Jun-17	171321	28908	45.50	550.41
08-Jun-17	171328	28908	8.78	559.19
08-Jun-17	171356	28908	13.87	573.06
13-Jun-17	171762	28908	8.08	581.14
13-Jun-17	171776	28908	15.85	596.99
14-Jun-17	171848	28908	5.96	602.95
14-Jun-17	171860	PAYMENT	-466.01	136.94
19-Jun-17	172170	28908	19.99	156.93
19-Jun-17	172178	28908	-63.39	93.54
			38.90+	
			45.50+	
			8.78+	
			13.87+	
			8.08+	
			15.85+	
			5.96+	
			19.99+	
			63.39-	
			93.54**	

INVOICE	AMOUNT	X
OPENING	466.01	<input type="checkbox"/>
171317	38.90	<input type="checkbox"/>
171321	45.50	<input type="checkbox"/>
171328	8.78	<input type="checkbox"/>
171356	13.87	<input type="checkbox"/>
171762	8.08	<input type="checkbox"/>
171776	15.85	<input type="checkbox"/>
171848	5.96	<input type="checkbox"/>
171860	-466.01	<input type="checkbox"/>
172170	19.99	<input type="checkbox"/>
172178	-63.39	<input type="checkbox"/>

CURRENT AMT DUE
93.54

PAST DUE 1 MONTH
0.00

PAST DUE 2 MONTHS
0.00

PAST DUE 3 MONTHS
0.00

TOTAL DUE
93.54

PLEASE PAY THIS AMT	
TOTAL >	93.54

YOUR RECEIPT GUARANTEES  
 YOUR NO-HASSLE-RETURN.



*Agenda Item  
No. 12*

INTERGOVERNMENTAL SERVICES AGREEMENT  
BETWEEN  
MID REGION COUNCIL OF GOVERNMENT  
AND  
TORRANCE COUNTY

“FISCAL AGENCY SERVICES”

This INTERGOVERNMENTAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Mid Region Council of Governments (“MRCOG”) and Torrance County (“County”) under the following conditions and terms:

**LEGISLATIVE CAPITAL OUTLAY PROJECT**

1. Two Thousand Dollars (\$2,000.00) for Project Number: A14-1279 (“Project 14-1279”)
2. Nine Thousand Sixty Dollars (\$9,960.00) for Project Number: A14-1280 (“Project 14-1280”)1.

**PURPOSE:** The purpose of this Agreement shall be for MRCOG to provide fiscal agency services in connection with the 2014 Legislative Capital Outlay projects (A14-1279) and (A14-1280), as referenced above, for utilization by the County, pursuant to the Laws of 2014, Ch.65. Sec. 10.A.

- A. **PROJECT DESCRIPTION:** To purchase and install equipment in the Estancia, Mountainair, and Moriarty senior centers located in Torrance county.
- B. **SCOPE OF WORK:**
  - a. MRCOG, in support of the above purpose and project description, shall provide overall fiscal agency services including:
    1. Ensuring that grant funds are expended in compliance with all applicable federal, state and local laws, regulations, and the applicable grant agreement and ensuring that transactions are appropriately accounted for in compliance with such laws, regulations and grant agreements;
    2. Safeguarding assets acquired with grant funds with proper accounting mechanisms that are in compliance with applicable laws, regulations and the grant agreement;
    3. Providing technical assistance for the project, processes and reporting to the appropriate state agency; and
    4. Reviewing and approving project invoices in a timely manner.
  - b. The County, notwithstanding any provision set forth in paragraph B, subsection (a) of this Agreement, in support of the above purpose and project description, shall remain ultimately responsible for compliance with all applicable federal, state and local laws and grant agreement requirements such as flow down provisions, procurement responsibilities and subcontractor management, including all applicable reporting requirements established by federal and state law and regulations.
- C. **COMPENSATION AND METHOD OF PAYMENT:** The County shall pay MRCOG an amount equal to the direct labor costs associated with its provision of fiscal agent services and oversight of the Projects not to exceed 2.5 percent of the total amount of the appropriations. Payment shall be made on a

payment schedule to be negotiated by the Parties, with final payment to be received upon completion of the Projects.

- D. TIMEFRAME: Work pursuant to this Agreement shall commence no sooner than the date this Agreement is approved and executed by the County and MRCOG, except as mutually agreed upon in writing. Work shall end when the project is complete or when all of the funds are expended, whichever occurs first. The term of this Agreement will coincide with the reversion date, June 30, 2018 of the applicable grant agreement and appropriation.
- E. ACCESS TO INFORMATION: The County and its agencies shall provide information, if needed, for purposes of carrying out the work described in this Agreement. MRCOG shall be included and copied on all invoices and reports prior to any submission of such information to the appropriate state agency.
- F. OWNERSHIP OF PROJECTS: All documents, capital improvements and project assets developed and produced pursuant to this Agreement shall be the property of the County, with the exception of all financial documents developed or produced in connection with this Agreement by MRCOG. Such documents shall be the property of MRCOG, and copies shall be made available upon request to the appropriate state agency.
- G. LIABILITY AND INDEMNIFICATION:
  - a. This Agreement shall not bind, obligate, or create a liability for the constituent members of MRCOG.
  - b. MRCOG shall hold the County harmless with respect to any damages, expenses or claims arising or in connection with any negligent acts, errors or omissions performed by MRCOG under this Agreement. This shall not be construed as a limitation of MRCOG's liability under this Agreement or as otherwise provided by law.
  - c. The County shall hold MRCOG harmless with respect to any damages, expenses or claims arising or in connection with any negligent acts, errors or omissions performed by the County under this Agreement. This shall not be construed as a limitation of the County's liability under this Agreement or as otherwise provided by law.
- H. MODIFICATION: Any modifications or amendments to this Agreement are prohibited, unless agreed upon, in writing, by both parties and the appropriate state agency.
- I. TERMINATION: The Agreement may be terminated by either party upon thirty days written notice to the other.
- J. STATUS: MRCOG, along with its agents and employees, is an independent contractor performing services for the County. Neither MRCOG nor any of its employees or agents are employees of the County and neither the County nor any of its employees or agents are employees of MRCOG. MRCOG expressly understands and agrees that neither it nor any of its employees or agents will act or purport to act on behalf of the County, except as authorized by the terms of this Agreement. The County expressly understands and agrees that neither it nor any of its employees or agents will act or purport to act on behalf of MRCOG.
- K. ASSIGNMENT: MRCOG shall not assign or transfer any interest in the Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval from the County.

- L. SUBCONTRACTING: MRCOG shall not subcontract any portion of the services to be performed under this Agreement.
- M. APPLICABLE LAW, VENUE: The laws of the state of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper in the judicial district court where the Project is located.
- N. CERTIFICATION: The County shall comply with the requirements of all applicable federal, state and local laws, rules and regulations, and shall assume full responsibility for payment of federal, state and local taxes and contributions imposed or required under Social Security, Worker's Compensation and income tax laws. The County is required to follow all federal and state requirements of the applicable grant agreement, including reporting and drawdown requirements; The County shall file such documents for the Project.
- O. FUNDING APPROPRIATIONS: Performance of this Agreement is contingent upon funding and authorizations being made for the performance of this Agreement. If funding and authorizations are not made, this Agreement shall terminate immediately upon written notice given by MRCOG to the County. It is MRCOG's sole discretion to determine whether sufficient funding is available pursuant to this Agreement.
- P. PENALTIES: The New Mexico Procurement Code, NMSA 1978 §13-1-28 *et seq.* imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. In accordance with 24 CFR 85.43, MRCOG, by written notice to the County, shall have the right to suspend or terminate this Agreement if, at any time, at the sole discretion of MRCOG, the County materially fails to comply with any term of the Procurement Code or Agreement.
- Q. Any notices required to be given to either party under this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

TORRANCE COUNY  
Belinda L. Garland, County Manager  
P. O. Box 48  
Estancia, NM 87016  
Phone: (505) 544-4702  
Fax: (505) 2471753  
Email: [bgarland@tcnm.us](mailto:bgarland@tcnm.us)

MID REGION COUNCIL OF GOVERNMENTS  
Dewey V. Cave, Executive Director  
809 Copper Avenue, NW  
Albuquerque, NM 87102  
Phone: (505) 247-1750  
Fax: (505) 384-5294  
Email: [DCave@mrcog-nm.gov](mailto:DCave@mrcog-nm.gov)

IN WITNESS WHEREOF, the parties have approved and executed this Agreement as of the dates below:

AUTHORIZED REPRESENTATIVE OF PROJECT GRANTEE – TORRANCE COUNTY

BY: \_\_\_\_\_  
Signature Date

**Belinda L. Garland**  
Printed/Typed Name of Signatory

AUTHORIZED REPRESENTATIVE OF FISCAL AGENT – MID REGION COUNCIL OF GOVERNMENTS

BY: \_\_\_\_\_  
Signature Date

**Dewey V. Cave**  
Printed/Typed Name of Signatory



*Agenda Item  
No. 13*

**WORK AND FINANCIAL PLAN**  
**between**  
**TORRANCE COUNTY**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE**  
**WILDLIFE SERVICES (APHIS-WS)**  
**for**  
**July 1, 2017 through June 30, 2018**

Pursuant to Cooperative Service Agreement No. 14-73-35-2521-RA between the County of Torrance and APHIS-WS, this Work Plan defines the objectives, plan of action, resources and budget for the maintenance of an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted from July 1, 2017 through June 30, 2018.

APHIS-WS is a federal agency with a broad mission that includes carrying out wildlife damage management activities. In recent years, USDA-APHIS has maintained an effective IWDM program to resolve conflicts with wildlife throughout the County. APHIS-WS is available and qualified to conduct the wildlife damage management services necessary to accomplish the County's goals.

**I. OBJECTIVES/GOALS**

Wildlife Services' overall goal is to maintain a biologically-sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control activities in accordance with applicable Federal, State and local laws and regulations. Assistance may be in the form of providing technical assistance or direct control activities. Recommendations and control activities will emphasize long term solutions and incorporate the Integrated Wildlife Damage Management approach.

The scope of this program is limited only by the financial resources allocated by the cooperator and APHIS-WS. Although successful elimination of any specific threat is not guaranteed, all reasonable efforts will be made to resolve or mitigate human-wildlife conflicts within financial and regulatory constraints.

**II. PLAN OF ACTION**

To accomplish this goal, the following general field services will be provided: (1) technical assistance through demonstration and instruction of wildlife damage prevention and/or control techniques; (2) predator identification and removal when livestock, crop or natural resource damage



is verified; (3) nuisance wildlife removal when property damage is identified; (4) removal of wildlife displaying aggressive behavior or causing actual injury to county residents. To provide these basic services, APHIS-WS will:

1. Assign one Wildlife Specialist(s) for 12 staff-months averaging 40 hours per week distributed among direct control activities, technical assistance, APHIS-required administrative tasks and annual leave.
2. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this plan.
3. Safely & professionally utilize approved wildlife damage management tools/equipment including firearms (including high-pressure air rifles), advanced optics, assorted snaring devices, trailing hounds, all-terrain vehicles, foot-hold traps for the protection of endangered species and public safety, cage-type & other specialized traps, deterrent methods/devices (including pyrotechnics), Environmental Protection Agency approved toxicants (including euthanasia drugs), night vision equipment and electronic calling devices.
  - a. Field Specialists will ensure that the most effective, efficient, and humane tools will be utilized and will conduct direct control operations in a safe manner.
  - b. Equipment will be maintained in good working order to help prevent accidents and/or hazardous situations.
4. Conduct all control activities with trained USDA-WS employees and volunteers.
  - a. Technical Assistance may be in the form of recommendations for implementing various non-lethal techniques. Official USDA pamphlets may be used to convey this information to the public.
  - b. Direct Control activities may include, but are not limited to the monitoring, trapping, dispersal, and shooting of known and potential predators or nuisance wildlife.

The District Supervisor in the WS District Office will supervise this project. This project will be monitored by the State Director and administrative staff in Albuquerque. The Cooperator will be kept advised on the status of this project on a regular basis.

APHIS-WS will cooperate with the New Mexico Department of Game and Fish, the U.S. Fish and Wildlife Service, County and local city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.

### **III. PROCUREMENT**

Purchase of supplies, equipment and miscellaneous needs including salaries will be made by APHIS-WS. All expenditures will be processed through APHIS's Financial Management Modernization Initiative (FMMI) system and charged to the Cooperator as described in the Financial Plan.

**IV. STIPULATIONS AND RESTRICTIONS**

APHIS-WS activities under this cooperative effort will be limited to the State of New Mexico, County of Torrance. Techniques will be environmentally sound, safe, and selective. If applicable, both Federal and State permits will be secured to perform wildlife damage management activities, and those activities will be conducted within the policy guidelines of APHIS-WS. All program activities will be conducted in compliance with Local, State, and Federal regulations.

In the absence of a finalized county budget, a letter of intent must be provided pending final budget approval. The cooperative Wildlife Services Program can't continue unless a mutual agreement is negotiated by June 30, 2017.

**V. COST ESTIMATE FOR SERVICES**

The cooperator will be billed quarterly by APHIS FMMI for costs incurred but will not exceed **\$31,500** annually. This figure includes: Pooled Job Costs, which cover costs associated with vehicle replacement, employee leave and retirement expenses. Indirect Costs, which cover costs associated with APHIS program support. APHIS-WS contributes to the balance of salary and benefits, and all other operating costs. However, APHIS-WS reserves the right to redistribute between funds in order to cover program costs. Your share of expenses are shown below:

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal Appropriations)	Full Cost
Personnel Compensation	\$ 24,773.89	\$ 20,754.86	\$ 45,528.75
Travel	\$ -	\$ 1,187.00	\$ 1,187.00
Vehicles	\$ -	\$ 8,471.00	\$ 8,471.00
Other Services	\$ -	\$ 660.00	\$ 660.00
Supplies and Materials	\$ -	\$ 1,250.00	\$ 1,250.00
Equipment	\$ -	\$ 1,250.00	\$ 1,250.00

<b>Subtotal (Direct Charges)</b>	<b>\$ 24,773.89</b>	<b>\$ 33,572.86</b>	<b>\$ 58,346.75</b>
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Pooled Job Costs	11.00%	\$ 2,725.13	NA	\$ 2,725.13
Indirect Costs	16.15%	\$ 4,000.98	NA	\$ 4,000.98
Aviation Flat Rate Collection		\$ -	NA	\$ -
<b>Agreement Total</b>		<b>\$ 31,500.00</b>	<b>\$ 33,572.86</b>	<b>\$ 65,072.86</b>

Percentage Cost Share	<b>48%</b>	52%	100%
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The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: **\$31,500.00**

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

The financial point of contact for this Work Plan/Financial Plan is Patsy Baca, Budget Analyst (505) 346-2640. This plan has been approved by the USDA APHIS WS Western Regional Office for use in the State of New Mexico for cost-share agreements. Copies of this approval are available upon request.

TORRANCE COUNTY BOARD OF COMISSIONERS  
Tax Identification Number: 85-6000257

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Chair

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Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
Albuquerque, NM  
Tax Identification Number: 41-0696271

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State Director, New Mexico

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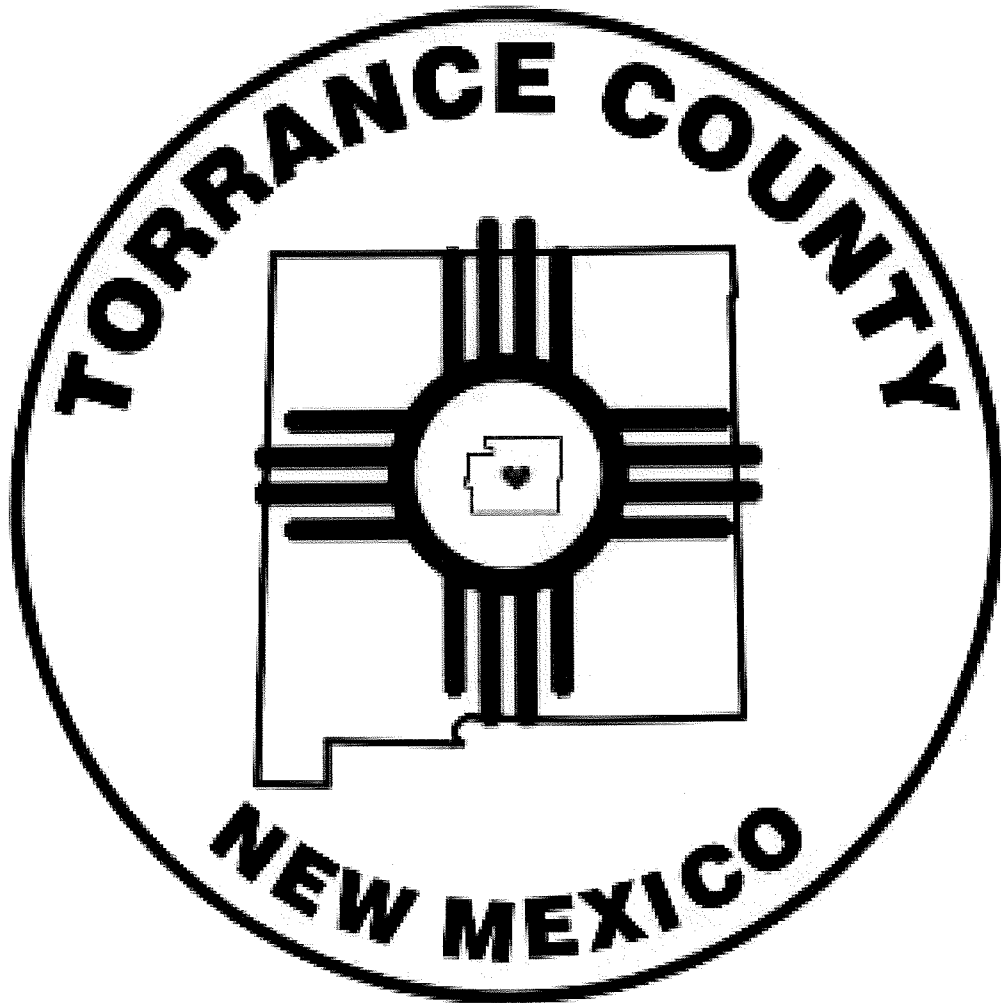
Date

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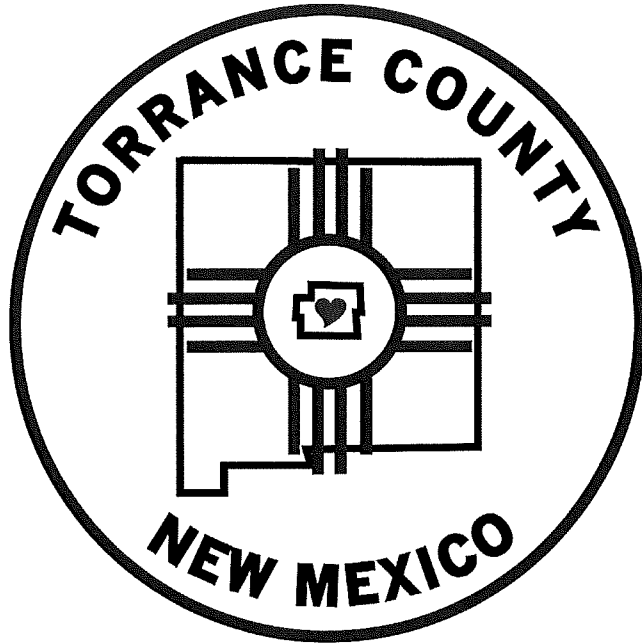
Director, Western Region

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Date



*Agenda Item  
No. 14*



# COUNTY MANAGER UPDATE