



**T**ORRANCE **C**OUNTY  
**COMMISSION MEETING**  
**FEBRUARY 13, 2019**  
**9:00 A.M.**

FOR PUBLIC VIEW, DO NOT REMOVE



***Torrance County***  
BOARD OF COUNTY COMMISSIONERS (BCC)  
**Ryan Schwebach, Chair**  
**Kevin McCall, District 1**  
**Javier Sanchez, District 3**

**Wayne Johnson, County Manager**

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**ADMINISTRATIVE MEETING  
AGENDA**

**WEDNESDAY, FEBRUARY 13, 2019 @ 9:00 AM**

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Changes to the Agenda**
- 4. PROCLAMATIONS**
- 5. CERTIFICATES AND AWARDS**
  - A. NM Counties Awards:** (Nick Sedillo) New Mexico Counties 2019 Legislative Conference Awards
- 6. BOARD AND COMMITTEE APPOINTMENTS**
  - A. CLERK:** Appointment of Board of Registration by County Commission
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
  - A. COMMISSION:** Minutes of the January 23, 2019 Administrative Meeting.  
Motion to approve the January 23, 2019 Administrative Meeting Minutes.
- 9. APPROVAL OF CONSENT AGENDA**
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
  - A. FINANCE:** Public Hearing on Low Income Property Tax Rebate Pursuant to NMSA 7-2-14.3  
Conduct a Public Hearing.  
Motion to introduce for adoption a low-income property tax rebate ordinance.

**11. ADOPTION OF RESOLUTION**

**A. COMMISSION:** Resolution No. 2019-07 Support the EMWT Regional Water Association's Request for Capital Outlay in the 2019 Legislative Session. (Commissioner Schwebach)

**B. MANAGER:** Resolution No. 2019-08 approval of the creation of classified service appointment of "TERM"

**C. TREASURER:** Resolution No. 2019-09

**D. DWI:** Resolution No. 2019-10 authorizing the County to submit an application to the DFA, Local Government Division to participate in the local DWI Grant & Distribution Program & Delegating Authority

**12. APPROVALS**

**A. DWI:** Statement of Assurances

**B. DWI:** MOU

**C. DWI:** DOH Assurances and Cooperative Agreement

**D. DWI:** Distribution and Grand Funding Application

**E. DISPATCH:** Renewal of lease for Bizhub copier

**F. DISPATCH:** Simulcast radio maintenance service agreement with Motorola

**13. DISCUSSION**

**A. FIRE DEPARTMENT:** Department overview, goals, status of volunteers.

**B. TORREON ACEQUIA AND TORRANCE COUNTY:** MOU

**14. EXECUTIVE SESSION****15. Announcement of the next Board of County Commissioners Meeting:**

**A.** The next Board of County Commissioners Meeting will be February 27, 2019 in the Torrance County Administrative Chambers.

**16. Signing of Official Documents**



*Agenda Item  
No. 1*



*Agenda Item  
No. 2*



*Agenda Item  
No. 3*



*Agenda Item  
No. 4*



*Agenda Item  
No. 5-A*



New Mexico Counties presented Torrance County with a Workers' Compensation Safety Award for Division 2 during the 2019 NMC Legislative Conference January 17, 2019 in Santa Fe. Torrance County received its award for achieving a positive claim trend and lowering the frequency of workers' compensation claims over the last three years for 2018. The counties are divided into five divisions based on the number of employees. For this award, the county received a \$7,000 contribution refund. The county has received the safety award four times with one honorable mention.

Torrance County was also recognized for completing its 11<sup>th</sup> year of the Risk Awareness Program or RAP. The county had a 44% reduction in the number of auto claims, 23% reduction in the number of law enforcement claims, and 22% reduction in the number of multi-line claims for 2018. RAP is a workplace risk control education program that aims to reduce the frequency and severity of county claims through better risk awareness and safety practices.



*Agenda Item  
No. 6-A*

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 Kevin McCall, District 1  
Commissioner Ryan Schwebach, 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:** Linda Jaramillo County Clerk  
First Last Department / Company / Organization Name

**Today's Date:** 2/4/2019 **Mailing Address:** \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

**Telephone number/Extension:** 544/4368 **Fax Number:** \_\_\_\_\_  
Would you like this Agenda Faxed to you? Yes No

**Email Address:** \_\_\_\_\_

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

**Brief explanation of business to be discussed:**

Appointment of Board of Registration by County Commission See Attached Letter from  
Secretary of State.

**Is this a Resolution , Contract, Agreement, Grant Application, Other?** \_\_\_\_\_

**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:** \_\_\_\_\_



STATE OF NEW MEXICO  
**MAGGIE TOULOUSE OLIVER**  
SECRETARY OF STATE

January 30, 2019

**RE: 2019 Voter Registration File Maintenance**

Dear Clerks:

Pursuant to Section 1-4-28 NMSA 1978 of the New Mexico Election Code, the secretary of state, county clerks, and boards of registration, in compliance with the National Voter Registration Act of 1993 (NVRA), shall remove from the official list of eligible voters the names of voters who are ineligible to vote due to a change of residence. This process occurs each odd numbered year and is based upon the results of the confirmation mailing sent by the secretary of state two years prior. In preparation for the 2019 voter registration file maintenance the secretary of state conducted a uniform and non-discriminatory confirmation mailing in August 2016.

The file maintenance process is initiated by each county clerk in coordination with local political party chairs and county commissioners to establish the board of registration. Pursuant to 1-4-33 NMSA 1978, on or before the first Monday of February of each odd numbered year, in this case February 4, 2019, the county chair of each of the qualified political parties may provide the board of county commissioners with a list of four voters in the county as a recommendation to be a member of the board of registration. Each party chair must indicate their preference for appointment by placing the number 1-4 opposite the name of each person on the list.

Pursuant to 1-4-34 NMSA 1978, the county commissioners must then meet at its first regularly scheduled meeting in February and appoint three voters from the lists who shall constitute the board of registration for the county. The commissioners must give preference to the names in the order indicated by the local party chairs. No more than two of the three persons appointed to the board of registration shall be members of the same major political party at the time of their appointment, provided that if a major party does not have a voter able to fill the position, a voter from another major party may be selected by the county clerk. Additionally, the county commissioners shall appoint two alternates who shall not belong to the same political party at the time of their appointment.

Once the board of registration is selected, the county clerk or authorized deputy shall serve as the secretary to the board. Additionally, the board is required to meet in the office of the county clerk no later than March 15, 2019 and is eligible for per diem and mileage out of the regular county budget.

Should you have any questions please feel free to contact the Bureau of Elections at 505-827-3600 or via email at [sos.elections@state.nm.us](mailto:sos.elections@state.nm.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Mandy Vigil".

Mandy Vigil  
Election Director

## Linda Jaramillo

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**From:** Melvin McNeil <m46c56@outlook.com>  
**Sent:** Wednesday, February 06, 2019 1:01 PM  
**To:** Linda Jaramillo  
**Subject:** Re: County Party Chair recommendation of reg. voters to be on the board of registration..pdf

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**From:** Melvin McNeil <m46c56@outlook.com>  
**Sent:** Wednesday, February 6, 2019 12:37 PM  
**To:** Linda Jaramillo  
**Subject:** Re: County Party Chair recommendation of reg. voters to be on the board of registration..pdf

Linda,

Here is a list of recommendations for Board of Registration:

1. (D) - Shannon M. Torok, 20 Quail Trail, Moriarty, NM
2. (R) - Haylee Catallo, 20 Quail Trail, Moriarty, NM
3. (R) - Lillian Dial-Hernandez, 9228 Hwy 55, Estancia, NM
4. (R) - Carolann T. McNeil, 62 Quail Trail, Moriarty, 505-832-4622, NM
5. (D) - Rubena A. Miranda, 200 John Glen, PO Box 1266, Moriarty, NM

Melvin McNeil  
Chairman, RPTC

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**From:** Linda Jaramillo <LJaramillo@tcnm.us>  
**Sent:** Thursday, January 31, 2019 6:47 PM  
**To:** M46c56@outlook.com  
**Subject:** County Party Chair recommendation of reg. voters to be on the board of registration..pdf

Dear Chairman of the Torrance County Republican Party,  
Attached you will find a letter from the Secretary of State informing us of procedures for removing ineligible voters from our voter rolls in compliance with `1-4-28 NMSA.

Please provide me with names of 4 registered voters you would like to be on the board of registration. Please indicate your preference for appointment by placing a 1-4 opposite their names.

If you have any questions please call or email me.

Respectfully Yours,

Linda Jaramillo



*Agenda Item  
No. 7*



*Agenda Item  
No. 8-A*

**DRAFT COPY  
TORRANCE COUNTY COMMISSION  
REGULAR MEETING  
JANUARY 23, 2019**

**Present:** Ryan Schwebach, Chair  
Kevin McCall, Member  
Javier Sanchez, Member

**Others Present:** Wayne Johnson, County Manager  
Belinda Garland, Former County Manager  
Dennis Wallin, County Attorney  
Sylvia Chavez, Admin. Asst.

**1. Call to order**

Chairman Schwebach called the meeting to order at 9:08 am.

**2. Invocation and Pledge of Allegiance**

Pledge lead by Jason Quintana and Invocation given by myself (Sylvia Chavez)

**3. Changes to the Agenda**

**County Manager Johnson** informs the Commission that the representatives from the La Joya wind project were not able to attend today's meeting and is asking that it be heard at the February 13, 2019 meeting, that's item 13C. Mr. Johnson asks that agenda item 13B (PNMR presentation) be moved up on the agenda to be heard after 7A.

**Commissioner Sanchez** mentions that the public hearing was posted to be heard at 9 am and the presentation right after.

**County Manager Johnson** states that he does not see any problems with the change especially for the folks here to speak on the public hearing or leave it where it is on the agenda it's at the leisure of the board. In looking at the agenda, agenda item 10A is right after public comment and the approval of minutes so it will be here pretty quickly.

**ACTION TAKEN: Commissioner McCall** makes a motion to approve the agenda with the amendments mentioned by County Manager Johnson, moving 13B to be heard after public comment. Chairman Schwebach seconds the motion.

**Commissioner Sanchez** was under the impression that 13B would be heard after the public hearing which is 10A.

**Commissioner McCall** amends his motion to read. **ACTION TAKEN: Commissioner McCall** makes a motion to have item 13B moved to be heard after the public hearing. **Chairman Schwebach** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**



#### **4. Proclamations**

There were none

#### **5. Certificates and Awards**

There were none

#### **6. Board and Committee Appointments**

##### **a) Commission: Estancia Valley Economic Development Association (EVEDA)**

**Myra Pancrazio** comes to the podium and explains the contract the County has with EVEDA and the importance of representation on the board by the County. The board meets once a quarter and has an annual meeting. In the meetings they discuss projects in the area and the board members do this under non-disclosure, these projects are not made public due to the negotiations of the project prior to going public. **ACTION TAKEN: Commissioner Sanchez** makes a motion to open the floor for nominations. **Chairman Schwebach** seconds the motion. Nominations begin, **Chairman Schwebach** moves to nominate Commissioner McCall. **Commissioner McCall** seconds the nomination. **Commissioner McCall** moves to close the nominations. **Chairman Schwebach** seconds the motion. No further discussion, all in favor. Commissioner McCall appointed to the EVEDA board. **MOTION CARRIED.**

#### **7. Public Comment and Communications**

**Albert Beckwith**, retired Vietnam vet who resides in Torrance County, he bought his property two years ago. Mr. Beckwith states that his property has been trashed by local businesses and other residents. The cars that travel on his road go over the posted speed limit of 35, he has made law enforcement aware of the situation but no one has been out to enforce the speed limit. His road does not have a street sign and during the holiday season he needed an ambulance and had to stand outside his home with a flashlight to get the ambulance to come to his residence. Mr. Beckwith wants to be a good neighbor and live in peace and he feels if he is obeying the laws so should everyone else.

#### **8. Approval of Minutes**

##### **a) January 9, 2019**

**Chairman Schwebach** calls for a motion to approve the Commission Minutes. **ACTION TAKEN: Commissioner Sanchez** makes a motion to approve the January 9, 2019 Regular Commission Meeting Minutes. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

##### **b) January 17, 2019**

**ACTION TAKEN: Commissioner Sanchez** makes a motion to approve the January 17, 2019 Special Commission Meeting Minutes. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

## **9. Approval of Consent Agenda**

**Chairman Schwebach** calls for a motion to approve the Consent Agenda. **ACTION TAKEN: Commissioner McCall** makes a motion to approve the January 23, 2019 Consent Agenda. **Commissioner Sanchez** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

## **10. Adoption of Ordinance/Amendment to County Code**

### **a) Public Hearing & Final Action: An Ordinance Increasing the Number of Commissioners from 3 Members to 5 Ordinance 2019-1**

**County Manager Johnson** explains the purpose of the public hearing and that statutorily it requires a unanimous vote by the Commission to move forward. In December the Commission voted on this and it received a vote of 2 in favor, 1 against therefore it did not pass. It was republished and being brought before the Commission again for another vote. County Manager Johnson explains that the County has done work with Research and Polling for this project and if this dies today, Research and Polling is willing to keep the contract and be paid for the work already done which is in the amount of \$9,000.00 (+ or -) or if it moves forward it will be for the contractual amount of \$14,000.00.

**Commissioner Sanchez** would like to read a proclamation of support for the Commission to move to a 5 member board before the floor is opened for public comment. At this time Commissioner Sanchez reads the proclamation that is echoed from the following agencies, Village of Willard, Town of Mountainair, Town of Estancia, Mountainair Public Schools, La Merced de Manzano Land Grant, La Merced de pueblo Tajique, La Merced de pueblo Chilili, Torreon Water Assoc., Estancia Municipal Schools and the Village of Encino.

### **Public Comment:**

**Jason Quintana, President of the La Merced de Manzano Land Grant**-reiterates a letter that has been read before the Commission at a previous meeting. The letter explains that the Manzano Land Grant as well as 3 other land grants sits within the southern part of the County which all lie within district 3's boundaries. The letter further details that the City of Moriarty is split between the two Commission Districts giving the northern part of the county a disproportionate advantage of coverage. Therefore the La Merced de Manzano Land Grant urges the Commission to move forward with a 5 member board. In the past the Commission has sanctioned and or created a regional solid waste authority and regional water authority without the input or knowledge of the land grants. The treaty of Guadalupe Hidalgo in 1912 was incorporated into the states constitution, which is part of the state's legal and cultural heritage and the land grants deserve to be properly represented and support a 5 member Commission.

**Fred Sanchez, Tajique** makes the comment that he does not understand why people are against more representation. When he joined the military he was told he would be fighting for democracy and liberty and now as an old man he would like to see more democracy.

**Mayor Ted Hart, City of Moriarty** explains that he is not against a 5 member Commission but the timing is wrong. The 2020 census will show the true numbers of where the County's population

sits. Mayor Hart states that what he is hearing is representation, people want more representation and his understanding is that each district represents the same amount of people. All municipalities are required by state law to have 5 members, Mayor Hart mentions that all 5 members gets paid annually less than what 1 Commissioner gets paid in one year. The funding for 2 more Commissioners can be used for other things such as emergency services. He asks for things to be prioritized and really think things through before making a decision for 5 members.

**Charlene Guffey, Torrance County Resident** explains that she stated a “Torrance County Resident” because she sees the County as a whole not in districts. Ms. Guffey explains that in Commission District 3 at the last election there was change and recently in Commission District 1 and 2 there was a change. She mentions that at the last meeting Commissioner Schwebach stated that the County needs to go to the next level, Ms. Guffey believes in order to take the County to the next level there has to be change. With government, change is never easy or the timing is never right but it needs to be done. The 2020 census is being brought up, yes it’s a year away but with the timing of this it may take up to a year to have this finalize and completed. The precincts will eventually need to be changed due to growth and that will be additional monies for the County. This is tax payer’s money and the Commission needs to be mindful of the way the money is being spent. Ms. Guffey states that she has spoken with her Commissioner, Commissioner McCall and he has said he wants change, Commissioner Schwebach has said he wants change and Commissioner Sanchez wants change, each of you have been elected to do what is in the best interest of the public and the majority of the public want better representation and a 5 member Commission. With a 5 member Commission you have better coverage of the needs of the people within each district. Ms. Guffey doesn’t just see one Commissioner as her Commissioner but she sees all Commissioners as her Commissioner. In each district you are going to hear the same needs which are, more jobs, a hospital and more emergency services.

**Elizabeth Howells, Torrance County Resident/MESD Board Member** mentions that she agrees with Mayor Hart at the school district they wait till the census is out to do any redistricting. Ms. Howells states that she did research, she was researching the poorest County’s in the state and the poorest County is San Miguel County and they have 3 Commissioners. The medium annual salary per household is \$27,000.00 in San Miguel County and in Torrance County it is \$32,000.00, she doesn’t understand why Torrance County cannot do this process with 3 Commissioners. Why the need of the additional salaries for the 2 new Commissioners when they are other things that need to be taken care in the County. The gentlemen earlier stated that he needed roads signs out where he lives. Ms. Howells states that her road could use some work, it has not had new material in 12 years the money for new Commissioner’s salary could be better used on projects like these. The people in the southern part of the County are stating they need more representation, she suggests that they talk more with Commissioner Sanchez. She would like to see the new Commission be given the time and opportunity to change things and see how the process will work.

**Commissioner Sanchez** mentions that San Miguel has a 5 member Commission not 3 like Ms. Howells has stated.

**Jennifer White, Torrance County Resident** she states that she lives in District 1 and lives down the same road as Ms. Howells. She feels that we should work with the 3 Commissioners we have now and use the money for the 2 new Commissioners position for other things like roads and better pay for deputies. There are several openings at the Sheriff's department. Ms. White would like to see the \$85,000.00 spent on better pay for deputies and roads in the northern part of the County.

**Michael Godey, Tajiue** states that to answer the question on the amount for the Commission salary, it has been mentioned to lower the amount that the Commissioners get paid. That may decrease the overall budget for the 5 member Commission. What he has seen is that the representation has not been good. He is not part of a land grant but he believes in the philosophy of the land grants. Historically in NM there has been conflict, the conflict being that the larger businesses are represented by the Anglo community and have more community involvement, more sharing and better representation. Though Mr. Godey is predominantly white he believes in what the land grants are saying and believes there need to better representation. The northern part of the County is being better represented than the rest of the County, the County needs a 5 member Commission. If the current Commission wants to wait like Mayor Hart has suggested that is fine but the Commission needs to make that decision and move forward with the process.

**Andrew Gutierrez, Member of the Tajiue & Chilili Land Grants** states that he just wants to reiterate the support for the 5 member Commission in the proclamation that Commissioner Sanchez read earlier.

**Kathleen Jesse, Torrance County Resident** states that she came before the Commission in support of the 5 member Commission last month. Ms. Jesse agrees with Commission Sanchez, Torrance County has been a 3 member Commission since 1903. In 1903 Torrance County was a rural/wild territory but now Torrance County is more developed and needs better representation. The need for a 5 member Commission is needed due to the things that are happening with the 2016 Estancia basin water committee plan. They are talking about transporting water from the southern part of the County and this is the time for better representation of the southern part of the County. Roads are also an issue throughout the County, Ms. Jesse lives off of La Parra Rd and it was affected by the dog head fire and gets flooded when there is moisture. She is thankful for the services that are available now in the County but believes there could be better representation by more individuals on the Commission.

**Mary Wilson, Resident of Abo** states that she is delighted to have Commissioner Sanchez as her Commissioner and the need for more representation is not a reflection of the job Commissioner Sanchez is doing for his district. Ms. Wilson would like to have the comments from the December meeting incorporated into today's meeting. She believes that there needs to be more diversity to the Commission and 5 members will help with that. It is known that the northern part of the County has more population than the rest of the County but it will still be nice to have more representation from a more diverse group of Commissioners. Ms. Wilson is acquainted with Brian from Research and Polling and she is sure that he has given the County accurate information on the numbers for the redistricting numbers. She feels that those numbers will not be that far off from the 2020 census and waiting for those numbers of the census to see that there will be this big change is just a fallacy. Having 5 members will bring the County into the 20<sup>th</sup> century.

**Erminio Salas, Torreon Resident** asks why people wouldn't want a 5 member Commission. We all want fair and equal representation.

**Jose Mora, Resident of Abo** states that the County has had its ups and downs throughout the years. Why not have 2 more resources for the County in becoming a 5 member Commission. Economic development is a problem in the County and having 5 members in the Commission will help the County only get better. There will be more participation with more members, striving to make Torrance County better.

**Myra Pancrazio, EVEDA** informs the Commission that the data from the census shows that there was a decline in the population. The population from the 2010 census for Torrance County was 16,900 but the Department of Treasury does a mid-term population and at that time the population for the County declined to 15,400. The COG uses this data from the UNMBBE for a lot of their projects when population needs to be determined. Ms. Pancrazio is just wanting to state the facts.

**County Manager Johnson** mentions that the information that Research and Polling was using was from the 2010 census, the only difference they did was to minus the number of inmates held out at CCA.

**Jason Quintana** states that there is an advantage to having 2 more members to the board, there can actually be conversations between fellow Commissioners without it being considered a quorum. Mr. Quintana points out that having 5 members on other boards seems to work just fine.

**Chairman Schwebach** states that this concludes the public comment section and now there needs to be a motion to discuss this in order to move forward because without the motion to discuss the item will die.

**Commissioner Sanchez** states that he has further information to give that needs to be considered. The question is how do we achieve better representation for the County? Most everyone here today was here for the detailed presentation that Commissioner Sanchez gave last month but to review the matter further for the 2 new Commissioners, he would like to give more information. Commissioner Sanchez states that he has used the census data from many decades starting in 1910 to the present and throughout the years there has been incline and decline. In 1970 the population was 5,290 which was an all-time low for the County in its existence but then in 1980 the population rose to 7,491. In 1981 the lines were drawn up for the Current Commission districts, since then there has been 3 different census 1990, 2000 and 2010. In 1990 the population rose to 10,285 in 2000 the population rose again to 16,911 but in 2000 there was a small decrease to 16,383 and currently it is 15,999. Commissioner Sanchez explains that there has been redistricting for the Senate and Representatives districts however the Commission districts have not been changed, the County missed the opportunity to redistrict from 1980 to current.

Since 1980 the population has double in size but the Commission districts have not changed. He explains that within the County there are 4 land grants and 5 municipalities, the Land Grants being Manzano with population of 54, Tajique with population of 148, Torreon with population of 244 and Chilili (*there was not a population given*). The Municipalities consist of Mountainair with population of 859, Willard with the population of 242, Encino with population of 76, Estancia with

population of 1,590 and Moriarty with 1,793. Moriarty which is the largest municipalities is split between two Commission districts which gives ample representation. Commissioner Sanchez states that from a numerical standpoint it is unbalanced. What is weighing the population is the unincorporated population between Moriarty and Edgewood and Moriarty and Estancia. Commissioner Sanchez explains that the communication between the constituents and Commissioners primarily goes through the municipalities and that communication is used to disseminate information to the public. And it is apparent that the representation is disproportionate and the need for more representation is there due to the numbers. The census will not change the error in geography that has caused this issue but going to a 5 member Commission will.

Commissioner Sanchez also looked at Counties that had 5 member Commissions to do a comparison, he looked at their population, the amount of their budget, the amount of municipalities and land grants they had. When looking at the information for the smaller Counties which include Catron, Colfax, Harding, Mora, Quay, Guadalupe, Sierra, Torraine and Union which have the 3 member, Colfax County would be the most like Torraine County. They have a population of 13,640 their budget is 14 million and they have 6 municipalities. If we look at the 5 member Commission Counties we would look to Roosevelt County which their population is 20,000, budget is 11 million and they have 12 municipalities. Lincoln County is another, their population is 20,000, budget is 48 million and they have 7 municipalities but the one that is most like us would be Socorro County, they have 17,800 in population, 14 million in budget and 2 municipalities. Commissioner Sanchez states that there is almost a trend to adopt a 5 member Commission for a County our size with the amount of budget we have.

With time our budget will increase to cover the additional cost for the new positions. It is overdue, District 1 has Moriarty, District 2 has Moriarty and Encino and District 3 has all the rest, Estancia, Mountainair, Willard and the land grants. If the finances and geography are reviewed it will be shown that a 5 member Commission is needed. The next question would be if we choose to go to a 5 member Commission, how those 2 new positions would be filled, by Governor Appointment or wait until the next election. Commissioner Sanchez urges the Commission to fix the problem now and move to a 5 member Commission.

**ACTION TAKEN: Commissioner Sanchez** makes a motion to approve Ordinance 2019-1 Increasing the Number of Commissioners on the Board of County Commissioners from 3 members to 5. **Chairman Schwebach** seconds the motion.

**Chairman Schwebach** states that this was not big on his platform when he ran for this position but it is obvious here today and at the previous meeting that he is seeing an overwhelming response from district 3. He has taken the time to look at the numbers that Commissioner Sanchez has presented and he does recognize the unfairness in the numbers. However Chairman Schwebach doesn't believe those numbers constitutes a 5 member Commission, he does not want to jump into this blindly if they are unsure if this will change the problem. Chairman Schwebach is not opposed to this but feels he is flying in blindly into this and wants more time to research this, therefore today he will not be voting for this. Chairman Schwebach questions on how to move forward with this, how does he sell this to his constituents or is it his job to listen to his constituents. He brings up the demographics of the County and the Land Grants, how do the land grants get their voices

heard and go in the direction they are wanting to go and how can this be done with the existing 3 member Commission. What can the Commission do today to help facilitate their needs?

**Commissioner McCall** states that he has been here for the presentation of the 5 member Commission and he has heard the concerns. Commissioner McCall has spoken with his constituents and their concerns are providing basic services that the County needs instead of spending additional funding on 2 more Commissioners. So Commissioner McCall did some data research on his own on the cost per household on the Commissioners. With the current Commissioners it is \$20.00 per household and if we move to a 5 member Commission it will increase to \$32.00 per household and at this time he does not feel the additional \$12.00 is warranted. Commissioner McCall feels that we could give the current employees a raise with the money that has been set aside for the new positions. So Commissioner McCall is asking what can 5 Commissioners do that 3 Commissioners cannot. Otero County has a population of 65,000 and has 3 Commissioners. Commissioner McCall states that he and Chairman Schwebach have attended trainings since December and have started a network with other county Commissioners, he is asking that this Commission be given the chance to work through this issue and have a chance to work together as a whole County, he remembers when there weren't Commission lines and you served at large. Does the County need to go back to that? Commissioner McCall is willing to reach across the boundary lines to help represent everyone.

**Commissioner Sanchez** states that the need has been demonstrated for more representation. There is a misconception that with more representation there will be a lack to services for the County when in fact that is wrong. There have been new positions created, new equipment for the road department and an increase to the starting pay in the road department. The fire department has just recently acquired a new building for all the administration needs. Commissioner Sanchez has spoken with department heads at length to see if there is anything that is or will be sacrificed. There is not and it would be in error to allow this misconception to carry on. If we were to follow Commissioner McCall's data it would cost 3 cents per day per household, Commissioner Sanchez does not feel that 3 cents more a day is a lot to ask for equality, liberty and the things we stand for as Americans. It's a glaring error to allow the misrepresentation to exist in the face of such evidence. Commissioner Sanchez feels that something should be put in place to rectify the problem because to allow it to continue to happen is just wrong.

**Commissioner McCall** asks Commissioner Sanchez if the misrepresentation is coming from the district lines the way they are currently drawn.

**Commissioner Sanchez** answers, yes it is.

**Commissioner McCall** asks if we were to redraw the lines within the 3 Commission districts would that work.

**Commissioner Sanchez** states that if left with 3 Commissioners there would still be the same result in misrepresentation. With 5 Commissioners it gives the County the liberty to get beyond the issues that have caused this division. This is not a new issue this is an issue that has been going on for decades. With the 3 member system it allows for the concentration of power and it should

not be that way it should be that the power is shared throughout the County not just in one area of the County.

**Commissioner McCall** asks how it concentrates the power in one area when all Commissioners represent the same amount of constituents.

**Commissioner Sanchez** replies that with a 3 member system you inevitably end up with 2 against 1 situation.

**Commissioner McCall** responds that you can end up with 3 against 2 with a 5 member system.

**Commissioner Sanchez** explains that with the redrawing of the geographic boundaries does not allow for the concentration of power. Commissioner Sanchez mentions that Commissioner McCall brought up Otero County earlier and in that County there was a heated discussion where one Commissioner felt it was always 2 against 1. Commissioner Sanchez wants to move past that and not have issues become political issues.

**Chairman Schwebach** states that he would like to speak to the opinions on the data that has been given by Commissioner Sanchez. Chairman Schwebach cannot agree or disagree with the data presented but what he can agree with is that Commissioner Sanchez is truly representing the needs and concerns of his constituents. But he points out that there are some downfalls to having a 5 member Commission, gerrymandering and rolling quorums. A 3 member Commission is just as subjectable to this as is a 5 member Commission. In addressing this issue it needs to be done properly and correct as well as for the right reasons. In looking at the numbers they can be addressed both ways, we are having a hard time even justifying district lines if we were to just look at the population numbers but that is not why everyone is here today. You are here today to have a voice and to have equal representation.

So Chairman Schwebach will look to the County Manager and County Attorney to possibly add some ideas. Chairman Schwebach states that he is not ready to move forward with this today because he would like the time to consult with his constituents and to look over and understand the maps and to understand the consequences of moving to a 5 member Commission and with that being said Chairman Schwebach believes in having accurate numbers and the accurate numbers will be with the 2020 census and the budget is not an issue because it can be moved either way for the new positions. Chairman Schwebach goes back to the fundamental issue of district 3 overwhelmingly coming out saying “we need to fix this”, he understands that it’s because of the different land grants, the multiple cities within district 3 and district 2 which covers Encino. Chairman Schwebach questions the demographics and whether or not a 5 member Commission will actually solve the problem, Commissioner Sanchez has presented the information and has stated that it will but now Chairman Schwebach would like to take the time to study that data. So Chairman Schwebach questions County Manager Johnson and Attorney Dennis Wallin what questions need to be asked in order to ensure that this is done right.

**County Manager Johnson** states that he is not taking a side one way or the other but wants to inform the Commission that redistricting is about the population numbers. He explains that when you have small communities, i.e. the land grants you have to band them together within a certain



district. With a 5 member Commission your ideal number for each district is 3153 in population, you cannot deviate from the number by + or – 5% of the population within one district and you cannot pack a district either. So you cannot put all minority groups or all the land grants in one district and it cannot all be done just in geography, though it may come into to play at some point. Those are all things that Research and Polling look at when coming up with the mapping for redistricting. County Manager Johnson encourages the Commission to have the most recent data to make the decision, with the 2020 census there will be changes that will need to be made in 2021. So it is up to the Commission to make the decision to move forward with this and reminds the Commission that by state law it requires a unanimous decision to move forward.

**Commissioner Sanchez** states that to answer Commissioner McCall’s question, in looking at the problem Commissioner Sanchez states that he is not opposed to staying with a 3 member Commission, if the maps can be shifted for better representation. He is just asking that they don’t oppose each other but identify a way that the Commission can move forward. Commissioner Sanchez would like to develop a set of questions and work together to answer them. He suggests having workshops to work through some of those questions, get input from the public.

**Commissioner McCall** states that he concurs with Commissioner Sanchez and encourages having public hearings and workshops at different times and at multiple places in the County and have them in the evening. A lot of people cannot attend during the day due to their work schedules.

**Chairman Schwebach** states that he agrees with that and wants to work & solidify how to get this done. He explains that the water planning committee was tasked with coming up with a 40 year plan. The process was done from each Community to take their water resources in their hands and come up with a plan that will dictate their plan. The process was done by forming committees and those committees had to understand what the parameters were that they were to work in to come up with the plan. From those parameters they sought out public input to develop the plan but before they had the public hearings they went out to the communities to get their input on times and dates for the public hearings. That is how Chairman Schwebach envisions this process to be but with the information in front of him today he is not ready to make a decision. Chairman Schwebach would like to see if a 3 member Commission or 5 member Commission would fix the problem because from what he has seen and heard from Commissioner Sanchez is that their needs to be more representation. Chairman Schwebach encourages the public to reach out to him and to talk about this, he wants to explore different ways of thinking on solving this issue for better representation.

**Dennis Wallin, County Attorney** explains that the purpose in hiring outside professionals is to get the type of information needed to make this kind of decisions. Mr. Wallin encourages the Commission to go back to the presentation Research and Polling presented. All the information and geography does come in to play because the districts have to be compact and contiguous under the constitution but the districts are population based and public has to understand that the districts are going to follow the population. So if there is a disparity in representation in the southern part of the County and the county doesn’t have the population base what may end up happening is there may be more districts in the northern part of the County, so he wants everyone to keep that in mind as we move forward. Mr. Wallin states that there has been a lot of good reasons for going to a 5 member Commission and strong rationale but reminds everyone that population is the key.

Research and Polling identified where the population was and he advises the Commission to follow the advice and information provided by these consultants.

**Commissioner Sanchez** mentions that he has touched on the maps at previous meetings and he has given information on his beliefs for the best representation. He is willing to start at any point with his fellow Commissioners to see what the best solution on this is, he felt that there was a map that was presented that was viable for the County but he is willing to see if a 3 member Commission will work and have the best representation for everyone involved, then yes, he is willing to look at that as well.

**Chairman Schwebach** states that he would like to address some of the concerns that he is hearing from the land grants and the southern part of the County and what can we do to fix those problems. He would like to speak to those individuals and get a better understanding of what their issues are and try to address those issues and fix those issues and not just throwing 2 more Commissioners at them. Chairman Schwebach states that it may take 2 more Commissioners or it make take redistricting the current 3 districts with that being said Chairman Schwebach states that he cannot make this decision today but he is willing to work towards to fixing the problems.

**Commissioner Sanchez** asks if the discussion can be differed so that Chairman Schwebach and Commissioner McCall can do the research that is needed to make a decision.

**Dennis Wallin** states that what Commissioner Sanchez is suggesting will require a withdrawal of the previous motion and to table to another meeting.

**Chairman Schwebach** asks if this item is tabled will it be on every agenda until the Commission votes on it.

**Dennis Wallin** states that normally when an item is tabled it will be on the next agenda but believes with the rules you can table it to a specific time to be heard to allow all the research be done.

**Commissioner Sanchez** asks if it can be differed for 30, 60 or even 90 days until all research can be done.

**County Manager Johnson** replies that he would call it a deferral not tabling it, the Commission can do it to a date certain or whatever the Commission chooses, that motion will be followed.

**Chairman Schwebach** states that he would like to have public hearings or workshops to hear from the northern part of the County. He would like to have them at different times in the day to accommodate them and their work schedules, he wants to hear their concerns and wants to address those issues.

**County Manager Johnson** suggests to the Commission to not defer for a long time unless it's to a date certain but the Commission needs to reauthorize republication of the ordinance with the 2 week notification. This will not stop the Commission from doing what needs to be done but the process will need to be done again.

**Commissioner Sanchez** states that if we are truly committed to this, then he sees no reason not to defer this so that all proper research can be done and to show those stakeholders that are vested in this that we are willing to look at this and makes some changes.

**Commissioner McCall** replies that with that being said, the information needed to make a decisions will be the data from the census. He agrees that he does not want to push it out a year but he wants good data to make an informed decision.

**Chairman Schwebach** states that he agrees that the numbers will play a role in determining the lines but feels that it is crucial to solve the problems and then let the numbers and lines follow. Chairman Schwebach feels that there could be a potential that lines are put down and those lines could amplify the problems. So he is willing to go 90 days but for the record he does not know if he will have a decision in 90 days and he is not willing to say that a decision will be made in 90 days. He wants everyone to understand that it may take longer than 90 days for a decision to be made, he is here to fix a problem and not to create new ones.

**ACTION TAKEN: Commissioner Sanchez** makes a motion to remove his previous motion and makes another motion to defer Ordinance 2019-1 for 90 days. **Chairman Schwebach** seconds the motion. No further discussion, all in favor. **ITEM DEFFERED FOR 90 DAYS.**

#### **11. Adoption of Resolution**

##### **a) Road Department: Resolution to send the Torrance County Road List to the NMDOT**

**Leonard Lujan, Road Foreman** comes before the Commission to present Resolution 2019-04, this is done on an annual basis. The list is comprised of all the miles maintained throughout the County and helps in receiving funding for those maintained roads. The County receives anywhere from \$24,000 to \$26,000 a month for the maintained miles which helps offset the cost of fuel and material used.

**Commissioner McCall** asks Mr. Lujan if this list is up to date.

**Leonard** replies, that yes it is.

**ACTION TAKEN: Commissioner Sanchez** makes a motion to approve Resolution 2019-4 Torrance County Road List to the NMDOT. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

#### **13. Discussion**

##### **b) Presentation by Representative from PNMR in regards to IRB-PILOT Payments**

**Gary Barnard** with PNMR is here today to talk about the proposed 50 megawatt solar system that is coming to Torrance County. The project is near I-40 in Moriarty on 500 acres, 20% of this project will be within the Moriarty city limits and the other 80% is in the County. It will be constructed in 2019 and operational by the end of 2019, this project is very environmental friendly. This project is associated with Facebook, this is their way of giving back green energy. There were different sites sought out for this project and Torrance County won. Affordable Energy won the

bid which they are a NM based company and the construction work will be done by locals in the area as well. At this point the property is ready to be purchased and move forward. Mr. Barnard explains that the IRB process is a little bit different than with projects. Solar project sites can be put anywhere and the wind projects need to be where they will be in the best area of production. The solar project will not require a lot of County involvement, the project comes with very little disruption to the surrounding area. The construction takes anywhere from 6-9 months, during construction there will be small amounts of water used to keep the dust down and there will be no need for new roads. The existing roads that are there will be used for ingress and egress from the site.

Mr. Barnard goes over the figuration of how the dollar amount for the PILOT is drawn up, he states that you take the total tax payment and use 30% of that for the PILOT. With larger projects they have the flexibility financially for a higher amount. So if the project is worth 4.9 million in taxes the PILOT will be 1.4 million. So when coming up with numbers we were thinking of numbers that will be meaningful and helpful to the County and also beneficial to the Company. So that is where the 30% is coming from, and PNMR wants to be the same as with other Counties. They want the playing field to be the same across the board.

**Commissioner McCall** asks about the access to the project, will there be new roads developed or will the existing roads be used because right now there are only 2 roads that could be used to access the project site.

**Brian Reynold, Project Manager** replies that they will be using 2 access roads which are Britton Rd and off of Rt. 66.

**Commissioner McCall** asks if the county road will be sufficient enough to use with the heavy equipment that will be going in and out of the road.

**Mr. Reynold** states that they will work with the road department if additional base course needs to be added to the road but the existing roads are fine for access to the project site.

**Commissioner McCall** asks about the decommissioning of the panels, who will be responsible for that.

**Mr. Barnard** explains that the expected life for the panels is 40 years, there could be some upgrades done to the panels within the 25 years of the expected PILOT to the County which could give it a further life span.

**Commissioner McCall** replies that could mean more IRB's for the County correct.

**Mr. Barnard** replies, we might, usual production is 80-85% for a panel and they can run for 40-50 years. But he explains that almost everything used in the project is reusable and can be recycled.

**Commissioner McCall** mentions that locally we will all benefit from this project, we will be able to utilize the energy from these solar panels and it will not increase our bill.

**Mr. Barnard** explains that there is no contract for the energy to go west but the electricity from the panels will go where ever the electricity is bought and paid for. This electricity is being set up

to offset the fossil use of energy that Facebook will be using at their data center in Valencia County from PNM.

**County Manager Johnson** asks about the project with Sandoval County which is similar in size to what is being proposed here. Did they accept the same terms?

**Mr. Barnard** explains that he cannot divulge that information but they are just about done wrapping up the final details on that project.

**Chairman Schwebach** thanks Mr. Barnard for being here today and for the information and informs him that he will be hearing from the County very soon.

## 11. Adoption of Resolution

### b) Finance Department:

#### A) Resolution 2019-05

**Ms. Amanda Tenorio** explains to the Commission that she is presenting them with a budget increase for funds received for EMS for Superior Ambulance Service. **ACTION TAKEN: Commissioner Sanchez** makes a motion to approve Resolution 2019-05 Budget Increase. **Chairman Schwebach** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

#### B) Resolution 2019-06

**Ms. Tenorio** presents the Commission with another resolution for line item transfers, this does not change the overall budgets these are just transfers from within each departments own budgets. **ACTION TAKEN: Commissioner Sanchez** makes a motion to approve Resolution 2019-06 Line Item Transfers. **Chairman Schwebach** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

## 12. Approvals

### a) Planning and Zoning: Finding of Fact & Conclusions of Law

**Steve Guetschow, Director of P/Z** presents the Commission with the finding of facts and conclusions of law from the Gravity Pad LLC appeal that was approved at the last Commission meeting. Mr. Guetschow explains that Mr. Wallin went through the document and fixed some of the typo's that were in the document. He asks the Commission if they would like him to read the conclusions, they are 9 points to it.

**Chairman Schwebach** asks if this needs to be read into the record.

**Dennis Wallin** states that the document itself will be a public document held in the Clerk's office. Dennis reads a portion of the conclusion and the additions to the document.

**ACTION TAKEN: Commissioner McCall** makes a motion to approve the Findings of Fact and Conclusions of Law for Gravity Pad LLC Appeal. **Chairman Schwebach** seconds the motion. No further discussion. 2 in favor Commissioner Sanchez opposed. **MOTION CARRIED.**

### 13. Discussion

#### A) Torrance County Clerk: Requesting a Special Meeting on February 6 or 7<sup>th</sup> to Canvass the Special Vaughn School Election.

Ms. Linda Jaramillo, County Clerk informs the Commission that there is a Special all mail bond school election going on right now for the Vaughn School District, Election Day is February 5. The Commission is the canvassing board and will need to canvass the election within 3 days of the election. Ms. Jaramillo explains that there are 99 voters in Torrance County and the special meeting should not take very long, of the 99 ballots out we have received 18 in and 6 are undeliverable and 75 out. Ms. Jaramillo feels that in total there will be about 30 ballots to canvass. The canvassing process consist of looking over the rosters and tapes and making sure everything was done right.

Chairman Schwebach suggests February 6<sup>th</sup> at 9am, everyone is in agreeance with that. So the Special Meeting is set for February 6<sup>th</sup> at 9am to canvass the Special Vaughn School Election.

14. **Executive Session:** Pursuant to NMSA 1978 Section 10-5-1 (H) (8) to discuss the purchase, acquisition or disposal of real property.

- 1) PNMR Solar Project IRB/PILT
- 2) La Joya Wind Farm IRB/PILT

**ACTION TAKEN: Commissioner McCall** makes a motion to go into Executive Session. **Commissioner Sanchez** seconds the motion. Roll Call Vote: District 1-Yes, District 2- Yes, District 3- Yes. **Executive Session starts at 11:48am**

#### Reconvene

**ACTION TAKEN: Commissioner McCall** makes a motion to reconvene from Executive Session. **Commissioner Sanchez** seconds the motion. Roll Call Vote: District 1- Yes, District 2- Yes, District 3-Yes. **Reconvened at 12:07pm**

**Chairman Schwebach** states that the only thing discussed in executive session, was the negotiations with PNMR. **ACTION TAKEN: Commissioner Sanchez** makes a motion to authorize County Manager Johnson to enter into negations with PNMR within the parameters set by the Commission. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

**Chairman Schwebach** gives the following statement from the closed meeting from January 17<sup>th</sup> at 3pm. Only those items published on the closed meeting agenda were discussed and no action was taken from the closed meeting. Chairman Schwebach asks for a motion for this. **ACTION TAKEN: Commissioner McCall** entertains a motion for the report from the closed meeting held on January 17, 2019 at 3pm. **Commissioner Sanchez** second the motion. No further discussion, all in favor. **MOTION CARRIED.**

#### 15. Announcement of the next Board of County Commissioners Meeting:

**A) February 13, 2019 at 9am at the Torrance County Administrative Building**

**Chairman Schwebach** asks his fellow Commissioners if there are any items that needed to be added to the agenda.

**Commissioner Sanchez** states that the workshop for EVSWA

**Chairman Schwebach** asks how to proceed with the timing of the workshop

County Manager Johnson suggest setting a time for the meeting and if it goes long, you can state the workshop will begin once the meeting has ended. 1 o'clock is set up for the workshop.

**Adjournment**

**ACTION TAKEN: Commissioner Sanchez** makes a motion to adjourn. **Chairman Schwebach** seconds the motion. No further discussion, all in favor. **Meeting adjourned at 12:11pm**

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**Chairman Schwebach**

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**Sylvia Chavez**

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**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 KSNM.**

DRAFT COPY

Torrance County Board of Commissioners  
Special Commission Meeting  
February 6, 2019  
9:00 AM

**Commissioners Present:** RYAN SCHWEBACH – CHAIR  
JAVIER SANCHEZ – MEMBER; by phone  
KEVIN MCCALL – MEMBER

**Others Present:** WAYNE JOHNSON – COUNTY MANAGER  
GENELL MORRIS – ADMIN ASSISTANT

**Call Meeting to order**

Chairman Schwebach: Calls February 6, 2019 Special Commission Meeting to order at 09:02 AM

**Canvass the Special Vaughn School Election**

Linda Jaramillo – County Clerk: Presented the results from the Vaughn School District, to review the results, canvass and certify the election. Explains the O's tape attached which shows machine had no votes before ballots were entered. 99 ballots were issued, 43 returned ballots, 7 undeliverable ballots. (Presented tape from the machine with Torrance County results). Precinct parts from Duran and Encino are in the Vaughn School District. 40 ballots were cast in the machine, 3 were not read, a tally sheet was used for those due to the machine unable to read ballot.

Commissioner McCall: Why were the ballots not read?

Linda Jaramillo – County Clerk: The voter check marked their choice instead of filling in ovals.

Chairman Schwebach: Results for Torrance County, GO Bond 15 for; 26 against, it fails. Tax Question 17 for; 22 against this also fails.

Linda Jaramillo – County Clerk: In Guadalupe County for the same election both questions passed, unofficially. Our totals did not make a difference, and they both passed. I need you to sign the certificate, I will send it to the Secretary of State and the Vaughn Superintendent.

Chairman Schwebach: Motion to approve numbers and results as presented by the Clerk.

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

Linda Jaramillo – County Clerk: I paid for this school election out of my budget but will be reimbursed by the Vaughn School District. Showed the commission the amount to be billed.

Wayne Johnson – County Manager: Madam Clerk, Can you address the issue with regard to the inaccuracies of the ballot?



Linda Jaramillo – County Clerk: Yes, in school elections we receive a resolution from the schools. On October 18<sup>th</sup> I received the first resolution. I reviewed the resolution and send it to the printers, so they can start the process of creating the ballot. Shows the resolution to Chairman Schwebach and explains which number is wrong on the ballot. This resolution comes from the law firm for the schools. Linda Kayser and I read the resolution but didn't catch the number difference. I have been running elections for 21 years and this is the first time a question has come to us from a law firm where the question is wrong. I think it was the law firm who is responsible, but my name is on the ballot. Senator Ivey-Soto, attorney for the Clerk's affiliate said to continue because by the time it was caught we had already sent out ballots and people had already sent ballots back. Senator Ivey-Soto also said to certify your results and if there is any contest then the courts will decide.

Chairman Schwebach: The accurate number is a .65 mill in the tax question heading, but in the question itself it was wrong.

Linda Jaramillo – County Clerk: Yes, but as you can see, it's correct in the Spanish vision.

Chairman Schwebach: I'm ok with this. In the future look for things like this. The main question is the accurate one that was printed, and people voted on this.

**\*Adjourn**

Commissioner McCall: Motion to adjourn Regular Commission Meeting.

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

**Meeting adjourned at 09:10 AM**

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Ryan Schwebach – Chairman

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Genell Morris – Administrative Assistant

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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 out local radio station KXNM.**



*Agenda Item  
No. 9*

# Fiscal Year 2018-2019

## Budget Transfers

### Resolution 2018-37

Fund From	Fund To	Approved Amount	Current Transfers	Total Transfers	Transfer Balance
401 General	402 Road	\$ 95,000.00	\$ -	\$ -	\$ 95,000.00
401 General	403 Farm & Range	\$ 32,500.00	\$ -	\$ -	\$ 32,500.00
401 General	412 County Fair	\$ 19,000.00	\$ -	\$ -	\$ 19,000.00
401 General	419 EVSWA Contract	\$ 150,000.00	\$ -	\$ 50,000.00	\$ 100,000.00
401 General	420 Jail	\$ 600,000.00	\$ 200,000.00	\$ 500,000.00	\$ 100,000.00
401 General	600 Safety	\$ 22,672.00	\$ -	\$ -	\$ 22,672.00
401 General	826 Civil Defense	\$ 20,651.00	\$ -	\$ -	\$ 20,651.00
401 General	610 Property Valuation	\$ 47,700.00	\$ -	\$ -	\$ 47,700.00
401 General	631 Senior Citizens	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -
401 General	675 Rural Addressing	\$ 54,996.00	\$ -	\$ -	\$ 54,996.00
401 General	685 Code Enforcement	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
401 General	690 Domestic Violence	\$ 46,500.00	\$ -	\$ -	\$ 46,500.00
401 General	428 Fire Stipends	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -
401 General	911 E-911	\$ 260,000.00	\$ -	\$ -	\$ 260,000.00
411 Fire Pool	401 General	\$ 5,221.00	\$ -	\$ -	\$ 5,221.00
911 E911	401 General	\$ 41,768.00	\$ -	\$ -	\$ 41,768.00
641 Wind PILT	420 Jail	\$ 900,000.00	\$ 200,000.00	\$ 500,000.00	\$ 400,000.00
641 Wind PILT	412 County Fair	\$ 14,250.00	\$ -	\$ -	\$ 14,250.00
629 Home Visiting	641 Wind PILT	\$ 47,748.76	\$ -	\$ 47,748.76	\$ -
825 Ice Inmate	401 General	\$ 3,465.63	\$ -	\$ 3,465.63	\$ -
Total		\$ 2,427,472.39	\$ 410,000.00	\$ 1,161,214.39	\$ 1,266,258.00

Meeting Date: 2/13/2019

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

TOTAL CHECKS PRINTED 142

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVE ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 287,488.37 ON ACCOUNT OF OBLIGATIONS IN CURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 02/04/2019 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATES 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

Kevin McCall

Javier Sanchez

Ryan Schwabach

Linda Jaramillo

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

Tracy L. Sedillo

DEBITS

CREDITS

** GRAND TOTAL **	287,488.37	.00
**TOTAL	84,154.53	.00
GENERAL FUND		
COUNTY COMMISSION	43,197.04	.00
UNEMPLOYMENT COMPENSATION	12,847.71	.00
COUNTY AUDIT	18,253.14	.00
MAINTENANCE CONTRACTS	935.43	.00
BUILDING RENT	200.00	.00
POSTAGE	1,082.46	.00
TELECOMMUNICATIONS	184.55	.00
ELECTRICITY	1,526.50	.00
PRINTING/PUBLISHING/ADVERTISING	488.71	.00
KXNM COMMUNITY FOUNDATION 501C3	1,250.00	.00
EVEDA	6,250.00	.00
TRAINING	93.58	.00
PROFESSIONAL SERVICES	84.96	.00
PLANNING & ZONING	1,433.77	.00
MAINTENANCE CONTRACTS	1,203.17	.00
TELECOMMUNICATIONS	69.14	.00
PRINTING/PUBLISHING/ADVERTISING	161.46	.00
COUNTY MANAGER	857.70	.00
VEHICLE FUEL	49.07	.00
MILEAGE/PER DIEM	83.40	.00
TELECOMMUNICATIONS	156.15	.00
EQUIPMENT MAINTENANCE/REPAIR	327.92	.00
TRAINING	241.16	.00
ADMINISTRATIVE OFFICES MAINTENAN	5,746.57	.00
VEHICLE FUEL	65.79	.00
MAINTENANCE CONTRACTS	1,795.70	.00
TELECOMMUNICATIONS	70.95	.00
ELECTRICITY	2,290.97	.00
BUILDING MAINTENANCE/REPAIR	737.25	.00
PAPER SUPPLIES	785.91	.00
JUDICIAL COMPLEX MAINTENANCE	4,289.79	.00
MAINTENANCE CONTRACTS	1,252.87	.00
ELECTRICITY	2,510.15	.00
BUILDING MAINTENANCE/REPAIR	526.77	.00
COUNTY CLERK	418.78	.00
MILEAGE/PER DIEM	162.35	.00
TELECOMMUNICATIONS	256.43	.00
ELECTIONS	48.39	.00
VOTING MACHINE STORAGE	48.39	.00
HEALTH DEPT BLDG MAINTENANCE	729.94	.00
ELECTRICITY	203.17	.00
BUILDING MAINTENANCE/REPAIR	526.77	.00
COUNTY TREASURER	1,090.95	.00
VEHICLE FUEL	79.65	.00
MAINTENANCE CONTRACTS	264.43	.00
MILEAGE/PER DIEM	86.40	.00

401-30-2219

OFFICE SUPPLIES

359.74

.00

DEBITS

CREDITS

DEPT	DESCRIPTION	DEBITS	CREDITS
**DEPT	COUNTY ASSESSOR	571.19	.00
401-40-2207	TELECOMMUNICATIONS	59.11	.00
401-40-2221	PRINTING/PUBLISHING/ADVERTISING	512.08	.00
**DEPT	COUNTY SHERIFF	12,976.62	.00
401-50-2201	VEHICLE MAINTENANCE/REPAIR	1,764.69	.00
401-50-2202	VEHICLE FUEL	7,127.81	.00
401-50-2203	MAINTENANCE CONTRACTS	156.84	.00
401-50-2205	MILEAGE/PER DIEM	55.00	.00
401-50-2207	TELECOMMUNICATIONS	460.75	.00
401-50-2218	EQUIPMENT MAINTENANCE/REPAIR	1,638.55	.00
401-50-2222	FIELD SUPPLIES	344.66	.00
401-50-2236	UNIFORMS	1,428.32	.00
**DEPT	FINANCE DEPARTMENT	2,182.68	.00
401-55-2205	MILEAGE/PER DIEM	607.06	.00
401-55-2207	TELECOMMUNICATIONS	128.12	.00
401-55-2219	OFFICE SUPPLIES	1,447.50	.00
**DEPT	INFORMATION TECHNOLOGY DEPARTMENT	6,961.76	.00
401-65-2203	MAINTENANCE CONTRACTS	5,749.74	.00
401-65-2207	TELECOMMUNICATIONS	28.40	.00
401-65-2218	EQUIPMENT MAINTENANCE/REPAIR	1,183.62	.00
**DEPT	ANIMAL SHELTER	3,620.95	.00
401-82-2201	VEHICLE MAINTENANCE/REPAIR	402.38	.00
401-82-2202	VEHICLE FUEL	291.35	.00
401-82-2207	TELECOMMUNICATIONS	288.53	.00
401-82-2208	ELECTRICITY	257.83	.00
401-82-2209	HEATING/GAS/PROPANE	407.31	.00
401-82-2210	WATER/SEWER/TRASH	214.26	.00
401-82-2215	BUILDING MAINTENANCE/REPAIR	685.00	.00
401-82-2272	PROFESSIONAL SERVICES	1,074.29	.00
**DEPT	PROBATE JUDGE	28.40	.00
401-90-2207	TELECOMMUNICATIONS	28.40	.00
**TOTAL	ROAD FUND	38,859.88	.00
**DEPT	COUNTY ROAD DEPARTMENT	38,859.88	.00
402-60-2102	FULL TIME SALARIES	150.00	.00
402-60-2201	VEHICLE MAINTENANCE/REPAIR	546.32	.00
402-60-2202	VEHICLE FUEL	25,865.02	.00
402-60-2203	MAINTENANCE CONTRACTS	745.20	.00
402-60-2207	TELECOMMUNICATIONS	70.15	.00
402-60-2244	MACHINERY MAINTENANCE/REPAIR	11,400.59	.00
402-60-2248	SAFETY EQUIPMENT	82.60	.00
**TOTAL	DISTRICT 5 VFD	1,449.84	.00
**DEPT	STATE FIRE ALLOTMENT	1,449.84	.00
405-91-2202	VEHICLE FUEL	517.70	.00
405-91-2207	TELECOMMUNICATIONS	369.15	.00
405-91-2208	ELECTRICITY	427.06	.00
405-91-2230	MEDICAL SUPPLIES	135.93	.00
**TOTAL	DISTRICT 2 VFD	6,132.16	.00

406-91-2201

VEHICLE MAINTENANCE/REPAIR

808.00

.00



ACCOUNT NUMBER	DESCRIPTION	DEBITS	CREDITS
406-91-2202	VEHICLE FUEL	192.55	.00
406-91-2207	TELECOMMUNICATIONS	1.42	.00
406-91-2208	ELECTRICITY	233.49	.00
406-91-2209	HEATING/GAS/PROPANE	392.01	.00
406-91-2210	WATER/SEWER/TRASH	109.01	.00
406-91-2215	BUILDING MAINTENANCE/REPAIR	2,499.00	.00
406-91-2248	SAFETY EQUIPMENT	1,896.68	.00
**TOTAL	DISTRICT 1 VFD	4,077.24	.00
**DEPT	STATE FIRE ALLOTMENT	4,077.24	.00
407-91-2201	VEHICLE MAINTENANCE/REPAIR	2,160.00	.00
407-91-2202	VEHICLE FUEL	91.14	.00
407-91-2209	HEATING/GAS/PROPANE	1,826.10	.00
**TOTAL	DISTRICT 3 VFD	10,191.33	.00
**DEPT	STATE FIRE ALLOTMENT	10,191.33	.00
408-91-2201	VEHICLE MAINTENANCE/REPAIR	9,405.79	.00
408-91-2202	VEHICLE FUEL	240.82	.00
408-91-2207	TELECOMMUNICATIONS	1.42	.00
408-91-2208	ELECTRICITY	388.05	.00
408-91-2230	MEDICAL SUPPLIES	155.25	.00
**TOTAL	DISTRICT 4 VFD	1,365.07	.00
**DEPT	STATE FIRE ALLOTMENT	1,365.07	.00
409-91-2208	ELECTRICITY	116.00	.00
409-91-2209	HEATING/GAS/PROPANE	1,249.07	.00
**TOTAL	L. E. PROTECTION FUND	324.80	.00
**DEPT	COUNTY SHERIFF	324.80	.00
410-50-2222	FIELD SUPPLIES	324.80	.00
**TOTAL	COUNTY FIRE PROTECTION FUND	947.95	.00
**DEPT	1/4% FIRE EXCISE TAX	947.95	.00
411-92-2208	ELECTRICITY	54.87	.00
411-92-2219	OFFICE SUPPLIES	297.51	.00
411-92-2248	SAFETY EQUIPMENT	595.57	.00
**TOTAL	COUNTY FAIR	1,396.07	.00
**DEPT	COUNTY FAIR	1,396.07	.00
412-53-2208	ELECTRICITY	179.38	.00
412-53-2221	PRINTING/PUBLISHING/ADVERTISING	822.34	.00
412-53-2272	PROFESSIONAL SERVICES	394.35	.00
**TOTAL	FIRE DEPARTMENT ADMIN	2,576.74	.00
**DEPT	STATE FIRE ALLOTMENT	2,576.74	.00
413-91-2201	VEHICLE MAINTENANCE/REPAIR	808.00	.00
413-91-2202	VEHICLE FUEL	668.09	.00
413-91-2207	TELECOMMUNICATIONS	9.89	.00
413-91-2210	WATER/SEWER/TRASH	518.43	.00
413-91-2248	SAFETY EQUIPMENT	392.17	.00
413-91-2272	PROFESSIONAL SERVICES	180.16	.00

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\*\*DEPT

EMS ALLOTMENT

3,642.00

.00

DEBITS CREDITS

415-33-2344	SUPERIOR AMBULANCE	3,642.00	.00
**TOTAL	DISTRICT 6 VFD	1,293.41	.00
**DEPT	STATE FIRE ALLOTMENT	1,293.41	.00
418-91-2201	VEHICLE MAINTENANCE/REPAIR	578.85	.00
418-91-2202	VEHICLE FUEL	37.87	.00
418-91-2207	TELECOMMUNICATIONS	230.48	.00
418-91-2208	ELECTRICITY	95.30	.00
418-91-2248	SAFETY EQUIPMENT	350.91	.00
**TOTAL	JAIL FUND	99,847.00	.00
**DEPT	ADULT INMATE CARE	93,358.59	.00
420-70-2172	CARE OF INMATES	93,085.00	.00
420-70-2207	TELECOMMUNICATIONS	273.59	.00
**DEPT	JUVENILE INMATE CARE	5,434.94	.00
420-72-2172	CARE OF INMATES	5,115.00	.00
420-72-2173	INMATE MEDICAL	319.94	.00
**DEPT	COMMUNITY MONITORING	1,053.47	.00
420-73-2202	VEHICLE FUEL	52.16	.00
420-73-2207	TELECOMMUNICATIONS	42.55	.00
420-73-2218	EQUIPMENT MAINTENANCE/REPAIR	395.65	.00
420-73-2272	PROFESSIONAL SERVICES	563.11	.00
**TOTAL	SAFETY PROGRAM	2,015.03	.00
**DEPT	RISK MANAGEMENT	2,015.03	.00
600-06-2202	VEHICLE FUEL	47.73	.00
600-06-2219	OFFICE SUPPLIES	263.30	.00
600-06-2221	PRINTING/PUBLISHING/ADVERTISING	220.00	.00
600-06-2248	SAFETY EQUIPMENT	1,309.00	.00
600-06-2269	MEMBERSHIP DUES/SUBSCRIPTIONS	175.00	.00
**TOTAL	CIVIL DEFENSE FUND	2,352.30	.00
**DEPT	COMMUNICATIONS/EMS TAX	2,352.30	.00
604-83-2202	VEHICLE FUEL	99.99	.00
604-83-2207	TELECOMMUNICATIONS	42.55	.00
604-83-2241	COMMUNICATION/MAINTENANCE/REPA	1,957.80	.00
604-83-2248	SAFETY EQUIPMENT	251.96	.00
**TOTAL	DWI PROGRAM FUND	4,028.86	.00
**DEPT	DWI DISTRIBUTION GRANT FY17	4,028.86	.00
605-13-2202	VEHICLE FUEL	35.20	.00
605-13-2205	MILEAGE/PER DIEM	552.00	.00
605-13-2207	TELECOMMUNICATIONS	69.66	.00
605-13-2271	NON-PROFESSIONAL SERVICES	372.00	.00
605-13-2272	PROFESSIONAL SERVICES	3,000.00	.00
**TOTAL	PROPERTY VALUATION FUND	7,440.87	.00
**DEPT	COUNTY ASSESSOR	7,440.87	.00
610-40-2201	VEHICLE MAINTENANCE/REPAIR	200.00	.00
610-40-2202	VEHICLE FUEL	204.07	.00
610-40-2203	MAINTENANCE CONTRACTS	5,024.22	.00

610-40-2207

TELECOMMUNICATIONS

369.20

.00

DEBITS CREDITS

610-40-2228	SOFTWARE	1,410.00	.00
610-40-2266	TRAINING	120.58	.00
**TOTAL	CLERK'S EQUIPMENT FUND	496.17	.00
**DEPT	COUNTY CLERK	496.17	.00
612-20-2203	MAINTENANCE CONTRACTS	397.08	.00
612-20-2207	TELECOMMUNICATIONS	2.11	.00
612-20-2218	EQUIPMENT MAINTENANCE/REPAIR	96.98	.00
**TOTAL	CAPITAL OUTLAY GROSS RECEIPTS TX	1,416.21	.00
**DEPT	CAPITAL OUTLAY GROSS RECEIPTS TX	1,416.21	.00
621-96-2611	CO/BUILDINGS & IMPROVEMENTS	1,416.21	.00
**TOTAL	HOME VISITING GRANT	55.52	.00
**DEPT	HOME VISITING GRANT FY18	55.52	.00
629-49-2207	TELECOMMUNICATIONS	55.52	.00
**TOTAL	SENIOR CITIZEN'S FUND	833.33	.00
**DEPT	SENIOR CITIZEN'S PROGRAM	833.33	.00
631-57-2272	PROFESSIONAL SERVICES	833.33	.00
**TOTAL	JUVENILE JUSTICE GRANT	2,750.00	.00
**DEPT	CYFD JUVENILE JUSTICE GRANT FY17	2,750.00	.00
635-67-2272	PROFESSIONAL SERVICES	2,750.00	.00
**TOTAL	ESTANCIA BASIN WATER STUDY	3,047.83	.00
**DEPT	WATER BOARD	3,047.83	.00
650-71-2272	PROFESSIONAL SERVICES	3,047.83	.00
**TOTAL	RURAL ADDRESSING	3,646.29	.00
**DEPT	RURAL ADDRESSING	3,646.29	.00
675-07-2202	VEHICLE FUEL	44.55	.00
675-07-2203	MAINTENANCE CONTRACTS	3,488.34	.00
675-07-2205	MILEAGE/PER DIEM	85.00	.00
675-07-2207	TELECOMMUNICATIONS	28.40	.00
**TOTAL	P&Z COURT FEES	130.52	.00
**DEPT	PLANNING & ZONING	130.52	.00
685-08-2201	VEHICLE MAINTENANCE/REPAIR	32.00	.00
685-08-2202	VEHICLE FUEL	68.31	.00
685-08-2207	TELECOMMUNICATIONS	30.21	.00
**TOTAL	DOMESTIC VIOLENCE GRANT	88.12	.00
**DEPT	WIND PILT	88.12	.00
690-09-2202	VEHICLE FUEL	21.06	.00
690-09-2207	TELECOMMUNICATIONS	14.15	.00
690-09-2218	EQUIPMENT MAINTENANCE/REPAIR	52.91	.00
**TOTAL	EMERGENCY-911 FUND	2,929.30	.00

911-80-2202

VEHICLE FUEL

28.32

.00

DEBITS

	DEBITS	CREDITS
911-80-2203		
911-80-2207		
911-80-2208		
911-80-2215		
911-80-2219		
911-80-2272		
*****		
**DEPT		
911-85-2266		
BANK01		
*****		
MAINTENANCE CONTRACTS	661.66	.00
TELECOMMUNICATIONS	613.59	.00
ELECTRICITY	432.97	.00
BUILDING MAINTENANCE/REPAIR	180.85	.00
OFFICE SUPPLIES	927.91	.00
PROFESSIONAL SERVICES	44.00	.00
*****		
DFA TRAINING GRANT	40.00	.00
TRAINING	40.00	.00
*****		
WELLS FARGO	287,488.37	.00
** BANK TOTALS **	287,488.37	.00

DATE	NAME	DESCRIPTION	LINE ITEM	INVOICE #	DATE	PO #	AMOUNT
106402	AIRGAS USA LLC	CYLINDER RENTAL FEE	408-91-2230	5412419	01/23/2019		155.25
291.18		DEC 18					
'24/2019		INVOICE #9958861277 ACCT#2296717					
		CYLINDER RENTAL FEE	405-91-2230	/	/		135.93
		DEC 18 INVOICE #9958801834					
		ACCT #2287851					
3	FIRE ALLOTMENT	291.18					
106403	AMBITIONS TECHNOLOGY GROUP LLC	12/01/18-01/01/19	401-65-2203	4312419	01/22/2019		5749.74
5749.74		TOTAL TAXES INVOICE #7477					
'24/2019							
106404	ARCHULETA, LORI	TRAVEL TO SANTA FE NM	401-10-2266	9512419	01/23/2019		120.58
120.58		2019 LEGISLATIVE CONFERENCE/ NM EDGE					
'24/2019							
106405	ARTESIA FIRE EQUIPMENT INC	BOOSTLITE FIRE HOSE, 100 FT, NH, 406-91-2248		5612419	01/23/2019	32766	781.50
781.50		INVOICE #65008					
'24/2019							
106406	B I INC	GPS/ADD DEC BILLING (2	420-73-2218	2912419	01/22/2019		282.17
282.17		DEFENDANTS) TAX INVOICE					
'24/2019		#1118722 ACCT #3533					
106407	BARELA, JANICE	TRAVEL TO SANTA FE NM	401-30-2205	9412419	01/23/2019		3.00
3.00		NM EDGE AND LEGISLATIVE					
'24/2019		CONFERENCE					
106408	BERNALILLO CITY JUVENILE DETENTION	NOVEMBER 2018 HOUSING	420-72-2172	3912419	01/22/2019		5115.00
5434.94		NOVEMBER 2018 MEDICAL	420-72-2173	/	/		319.94
'24/2019							
106409	BINGHAM PLUMBING	REPLACE HEATING ELEMENT IN WATER	401-15-2215	8312419	01/23/2019	33351	210.48
210.48		HEATER IN BREAK ROOM ADMIN				33351	
'24/2019		INVOICE #851580					
106410	BOB'S PLUMBING & HEATING	REPAIR WATER BREAK IN EXTRACTOR	406-91-2215				2499.00
2499.00		ROOM AND REPAIR DAMAGED SHEET					
'24/2019		ROCK ON SOUTH WALL DUE TO WATER					
		BREAK. VERBAL APPROVAL BY NOAH					
		SEDILLO TWP# 122918					
		INVOICE #1886					



3 FIRE ALLOTMENT 2499.00

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DATE	Name	Description	Line Item	Invoice #	PO #	Amount
106411	BOUND TREE MEDICAL, LLC	URINAL MALE WITH COVER,	415-33-2344	6912419 01/23/2019	33278	90.24
3642.00		DISPOSABLE, 48/CS		/ /	33278	
/24/2019		URINAL MALE WITH COVER,	415-33-2344	/ /	33278	3.76
		DISPOSABLE		/ /	33278	
		ELECTRODES, BLUESENSOR SP,	415-33-2344	/ /	33278	2470.00
		MEDIUM SIZE, PEDIATRIC/ADULT 4/ PK, 125PK/BX, 2BX/CS		/ /	33278	
		CURAPLEX IV ADMIN SET, 10 DROP,	415-33-2344	/ /	33278	1078.00
		83 IN, ILL SITE, 1PP SITE, SPIN		/ /	33278	
		LOCK CONNECTION 50EA/CS		/ /	33278	
		INVOICE #83082006/83083274		/ /	33278	
		ACCT #204887				
ALLOTMENT	3642.00					
106412	CABBER, BETTY	TRAVEL TO SANTA FE NM	610-40-2205	9012419 01/23/2019		56.40
56.40		NMC LEGISLATIVE CONFERENCE				
/24/2019						
TY ASSESSOR	56.40					
106413	CENTRAL NM ELECTRIC COOP.	VOTING MACHINE WAREHOUSE	401-21-2308	4812419 01/23/2019		48.39
8764.13		ACCT #8880529300				
/24/2019		MONTHLY ELECTRIC CHARGES	405-91-2208	/ /		427.06
		12/04/2018 TO 01/01/2019				
		ACCT #888041701/CARL CANNON RD				
		LATE PAYMENT FEE ACCT #				
		19103200/85 GALLOWAY RD LATE				
		PAYMENT FEE ACCT #19103300/85				
		GALLOWAY RD WELL LATE PAYMENT				
		FEE				
		MONTHLY ELECTRIC CHARGES	408-91-2208	/ /		388.05
		10/04/2018 TO 01/01/2019				
		ACCT #19615100 LATE PAYMENT				
		FEE ACCT #8880074400 LATE				
		PAYMENT FEE ACCT #8880488700				
		LATE PAYMENT FEE				
		MONTHLY ELECTRIC CHARGES	406-91-2208	/ /		233.49
		12/04/2018 TO 01/01/2019 ACCT #				
		8880099100/28 BRYANT ROAD LATE				
		PAYMENT FEE ACCT #19770500/49				
		INDIAN HILLS ROAD LATE				
		PAYMENT FEE				
		MONTHLY ELECTRIC CHARGES	409-91-2208	/ /		116.00
		12/04/2018 TO 01/01/2019				
		ACCT #20554000 LATE PAYMENT FEE				
		ACCT #8880282700 LATE PAYMENT				
		FEE				
		MONTHLY ELECTRIC CHARGES	418-91-2208	/ /		95.30
		12/04/2018 TO 01/01/2019				
		ACCT #207079301 LATE PAYMENT FEE				
		903 N 5TH STREET	411-92-2208	/ /		54.87
		1/02/2019 TO 01/03/2019 SERVICE				
		CHARGE ELEMENT CONNECT/TRANSFER				
		FEE TAX CHARGE ACCT #8880270701				
		MONTHLY BILL ACCT #8880084401	401-82-2208	/ /		257.83
		FOR THE MONTH OF DECEMBER				
		ACCT #8880084401				

MONTHLY ELECTRIC BILLING  
JUDICIAL COMPLEX ACCT

401-16-2208

/ /

2510.15

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		#8880179001					
		TCFB 404536900,404571500,	412-53-2208	/	/		179.38
		404572200,404572300,8880064700					
		ELECTRIC BILL (POWER POLE AND	911-80-2208	/	/		116.74
		WELL) INVOICE #24594 (METER)					
		ACCT #19705500					
		ELECTRIC BILL CAPILLA PEAK	911-80-2208	/	/		316.23
		ACCT #8880281300					
		#404273000/COURHOUSE	401-15-2208	/	/		2284.66
		#404273700/COURTHOUSE	401-15-2208	/	/		6.31
		#404492801/HEALTH DEPT	401-24-2208	/	/		203.17
		#205707901/MOUNTAINAIR SENIOR	401-05-2208	/	/		1526.50
		CENTER \$600.76					
		#401421201/MORIARTY SENIOR					
		CENTER \$601.21					
		#8880109702/ESTANCIA SENIOR					
		CENTER \$324.53					
		IONS					
		48.39 STATE FIRE ALLOTMENT	1259.90				
		54.87 1/4% FIRE EXCISE TAX					
		AL SHELTER					
		257.83 JUDICIAL COMPLEX MAINT	2510.15				
		DISPATCH CENTER					
		432.97 ADMINISTRATIVE OFFICES	2290.97				
		HEALTH DEPT BLDG MAINT					
		1526.50					
		CHAVES COUNTY DETENTION					
		106414	420-70-2172				
		180.00 INMATE HOUSING BERG					
		'24/2019					180.00
		INMATE CARE					
		180.00					
		CHAVEZ, JOSEFITA					
		106415	401-55-2205				
		205.74 TRAVEL TO SANTA FE NM					
		'24/2019					205.74
		ICE DEPARTMENT					
		205.74					
		CHAVEZ, SYLVIA					
		106416	401-20-2205				
		50.00 TRAVEL TO SANTA FE NM					
		'24/2019					50.00
		CLERK					
		50.00					
		COBURN AUTOMOTIVE & DIESEL					
		106417	610-40-2201				
		12.00 FLAT TIRE REPAIR - UNIT A05					
		'24/2019					12.00
		ASSESSOR					
		12.00					
		DE LAGE LANDEN FINANCIAL SERVICE/TAX INSURANCE					
		106418	401-50-2218				
		299.08 TAX LATE FEE TAX					
		'24/2019					299.08
		SHERIFF					
		299.08					
		DESERT MOON CRAFTS LLC					
		106419	911-85-2266				
		40.00 CPR COURSE - S. NIETO & B.					
		'24/2019					40.00
		INVOICE #ASHI-2019-1					
		(1/20/19)					33339
		INVOICE #ASHI-2019-1					
		(1/20/19)					33339

TRAINING GRANT

40.00

DATE	Name	Description	Line Item	Invoice #	PO #	Amount
106420	DOCUMENT SOLUTIONS INC	12/8/18-1/7/19	401-50-2203	3512419		156.84
193.00		OVERAGE CHARGES				
24/2019		INVOICE #IN111787				
		ACCT #AL5615				
		MONTHLY COPIER MAINTENANCE	911-80-2203	6212419		36.16
		AND SUPPLIES DECEMBER TAX				
		INVOICE #IN112295 ACCT #AL5568				
Y SHERIFF	156.84	911-DISPATCH CENTER	36.16			
106421	DT AUTOMOTIVE	OIL CHANGES, TIRE REPAIRS, TIRE	401-50-2201	3012419	33222	375.00
375.00		MOUNTS, TIRE ROTATIONS, AIR			33222	
24/2019		FILTERS AND MAINTENANCE FOR T.C.			33222	
		S.O. VEHICLES. DECEMBER 2018.			33222	
		WATTS HOOVER SPRUNK WOODARD COBB				
		YOUNG INVOICE #TCSO 33222				
Y SHERIFF	375.00					
106422	EMW GAS ASSOCIATION	TC ANIMAL SHELTER MONTHLY	401-82-2209	912419		407.31
799.32		SERVICE FOR THE MONTH OF				
24/2019		DECEMBER ACCT #60058010				
		MONTHLY CHARGES DECEMBER	406-91-2209	5112419		392.01
		2018				
		ACCT #70-3680-000				
L SHELTER	407.31	STATE FIRE ALLOTMENT	392.01			
106423	EPCOR WATER, INC.	MONTHLY CHARGES DECEMBER 04,	406-91-2210	5212419		109.01
109.01		2018 TO JANUARY 02, 2019				
24/2019		ACCT #739014				
FIRE ALLOTMENT	109.01					
106424	GASTELUM, RUBEN	TRAVEL TO SANTA FE NM	675-07-2205	9212419		85.00
85.00		2019 LEGISLATIVE CONFERENCE				
24/2019						
ADDRESSING	85.00					
106425	GUSTIN HARDWARE INC.	WATER SOFTENER PELLETS 50LB	911-80-2215	3812419	33344	44.34
44.34		INVOICE #206728 ACCT #125				
24/2019						
ISPATCH CENTER	44.34					
106426	HART'S TRUSTWORTHY HARDWARE	INVOICE #B295794	406-91-2248	1912419		40.18
553.68		MASONRY DRILL BITS AND BOLTS				
24/2019		AND FASTENERS	411-92-2248			121.33
		INVOICE #C224603 DISHWASHER				
		HOSE, SHOWER HEAD, TRANSMITTER				
		KEY, DOOR REMOTE, KITCHEN FAUCET				
		ACCT #33				
		LOMBER, PLUMBING NEEDS, PAINT,				
		ROLLERS/BRUSHES, CLEANING				
		SUPPLIES, AND ITEMS NEEDED FOR				
		BUILDING REPAIR, MAINTENANCE				
				8012419		33366
						33366
						33366
						33366

AND SAFETY EQUIPMENT  
JANUARY-MARCH 2019.

33366  
33366

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	FIRE ALLOTMENT	432.35 1/4 FIRE EXCISE TAX 121.33	413-91-2248		/ /	33366	392.17
106427	HERNANDEZ, KATHYRN	TRAVEL TO SANTA FE NM	401-55-2205	8612419	01/23/2019		120.58
120.58		NEW MEXICO ASSOCIATION OF					
24/2019		COUNTIES LEGISLATIVE CONFERENCE					
	CE DEPARTMENT	120.58					
106428	HIGHER STANDARDS AUTOMOTIVE	OIL CHANGES (VAN, TRUCK, & CAR)	401-82-2201	6812419	01/23/2019	33350	131.18
402.38		DIAGNOSE/REPAIR TRUCK ENGINE	401-82-2201	/ /		33350	78.10
24/2019		LIGHT ON				33350	
		DIAGNOSE/REPAIR VAN ENGINE LIGHT	401-82-2201	/ /		33350	193.10
		ON				33350	
		REPLACE CAR DOOR HANDLE	401-82-2201			33350	
		INVOICE #1456,1461,1464					
		1456:OIL CHANGE VAN, REPAIRED					
		FUELING ISSUE/BOGGING DOWN ISSUE					
		1461:OIL CHANGE TRUCK, FOUND NO					
		ISSUES 1464:OIL CHANGE CAR,					
		REPLACE FRONT DOOR HANDLE					
L SHELTER	402.38						
106429	HONSTEIN OIL CO.	FUEL CHARGES THROUGH	610-40-2202	612419	01/22/2019		45.68
26411.95		12/31/2018 FOR ASSESSOR FLEET					
24/2019		A06 INVOICE #ZZ2246 ACCT#TCASS					
		INVOICE#ZZ246	401-82-2202	1312419	01/22/2019		151.75
		ACCT #2445/TCANISHEL					
		TCANIMAL SHELTER	401-82-2202	/ /			139.60
		INVOICE #ZZ2247 2445/TCANISHEL					
		ACCT #TCROAD	402-60-2202	/ /			25865.02
		FUEL CHARGES THROUGH 12/15/2018	610-40-2202	/ /			88.43
		FOR ASSESSOR FLEET A04,A05					
		INVOICE #ZZ2245 ACCT #TCASS					
		CIVIL DEFENSE ACCT#TCERMR	604-83-2202	/ /			53.16
		1/8/19	685-08-2202	/ /			32.14
		1/14/19 INVOICE #ZZ2247	685-08-2202	/ /			36.17
Y ASSESSOR	134.11	ANIMAL SHELTER	291.35	COUNTY ROAD DEPARTMENT	25865.02		
106431	INDEPENDENT DRUG TESTING	PLANNING & ZONING	68.31				
563.11		QUARTERLY MONITORING REPORT,	650-71-2272	3212419	01/22/2019		3047.83
24/2019		RUN EXPENSES MONITORING					
		RUN REPORT PRINCIPAL LABOR					
		TECHNICIAN LABOR TRAVEL EXPENSES					
		NMGRT INVOICE #18-12-03					
BOARD	3047.83						
106431	INDEPENDENT DRUG TESTING	DRUG TEST (BOX)-URINE	420-73-2272	2812419	01/22/2019		563.11
563.11		TAX INVOICE #4749					
24/2019							
NITY MONITORING	563.11						
106432	INDEPENDENT NEWS LLC	PUBLIC NOTICE FOR JANUARY 9,	401-08-2221	6012419	01/23/2019	33270	59.37



129.65  
24/2019

2019 PUBLIC HEARING PNMR SOLAR  
FARM SU

33270  
33270

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		ING & ZONING	129.65				
106433		IRON MOUNTAIN RECORDS MANAGEMENT STORAGE FEE FOR MICROFILM	612-20-2218	2212419	01/22/2019	32731	96.98
96.98		INVOICE #20177479					
24/2019		ACCT #44033.0NM389					
		MONTHLY STORAGE BILL FOR MICROFILM					
Y CLERK							
		TRAVEL TO SANTA FE NM	401-20-2205	4512419	01/23/2019		62.35
106434	JARAMILLO, LINDA	2019 LEGISLATIVE CONFERENCE					
62.35							
24/2019							
Y CLERK							
		JUNIOR'S TIRE & AUTO PARTS INC. BRUSH 1		9912419	/ /		
106435		225/70R19.5 TOYO TIRES	407-91-2201				2160.00
2160.00		MOUNT & BALANCE. VERBAL APPROVAL BY NOAH SEDILLO					
24/2019		TMP# 010219					
		INVOICE #176187					
FIRE ALLOTMENT							
		TRAVEL TO SANTA FE NM	401-20-2205	4612419	01/23/2019		50.00
106436	KAYSER, LINDA	2019 LEGISLATIVE CONFERENCE					
50.00							
24/2019							
Y CLERK							
		JANUARY 2019 BROADCAST FOR COMMISSION MEETINGS AND PSA'S INVOICE #1790	401-05-2243	4412419	01/22/2019		1250.00
106437	KXNM-FM 88.7						
1250.00							
24/2019							
Y COMMISSION							
		SHELTER BLANKET CLEANING	604-83-2248	1812419	01/22/2019	33330	102.00
106438	LAUNDRY ROOM, INC.	SHELTER PILLOW CLEANING				33330	
102.00		INVOICE #82577					
24/2019							
NICATIONS/EMS TAX							
		HP DESIGNJET T3500PS	610-40-2203	10212419	01/24/2019		826.94
106439	LEAF CAPITAL FUNDING LLC	COPIER/PLOTTER TAX INSURANCE					
826.94		LATE CHARGE INVOICE #8982917& 9077154 ACCT #100-46249					
24/2019		FOR MONTH OF DECEMBER 18 AND JANUARY 19					



DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
106440	LESPERANCE, ISABEL	SECRETARIAL DUTIES DATE OF	412-53-2272	312419	01/22/2019		394.35
394.35		SERVICE: DEC 16TH TO DEC 31ST					
24/2019		JAN 1ST TO JAN 15TH					
1	FAIR						394.35
106441	LOBO INTERNET SERVICES LTD	TC ANIMAL SHELTER	401-82-2272	1112419	01/22/2019		48.46
48.46		WIRELESS INTERNET SERVICE					
24/2019		SALES TAX FOR THE MONTH OF					
		JANUARY INVOICE #109697					
J	SHELTER						48.46
106442	LUCERO, JESUS	TRAVEL TO SANTA FE NM	610-40-2205	9112419	01/23/2019		56.40
56.40		NEW MEXICO ASSOCIATION OF					
24/2019		COUNTIES LEGISLATIVE CONFERENCE					
1	ASSESSOR						56.40
106443	MARLIN BUSINESS BANK	LEASE PAYMENT SCAN PRO 1100	612-20-2203	3412419	01/22/2019		368.78
368.78		INVOICE #16613664					
24/2019		ACCT #16613664					
1	CLERK						368.78
106444	MASTER, TRACEY	TRAVEL TO SANTA FE NM	605-13-2205	9712419	01/23/2019		552.00
552.00		WEDGE AND NMC CONFERENCE					
24/2019							
1	CLERK						552.00
106445	MCCALL, KEVIN	TRAVEL TO SANTA FE NM	401-05-2266	9612419	01/23/2019		93.58
93.58		NM LEGISLATIVE CONFERENCE/					
24/2019		NM EDGE					
1	COMMISSION						93.58
106446	NEXTIVA INC	ASSESSOR PHONE	610-40-2207	5812419	01/23/2019		369.20
1956.63		CLERK PHONE	401-20-2207				198.80
24/2019		MANAGER'S PHONE	401-10-2207				142.00
		FINANCE PHONE	401-55-2207				114.00
		MAINTENANCE PHONE	401-15-2207				56.80
		COMMISSION PHONE	401-05-2207				56.80
		PZ PHONE	401-08-2207				56.80
		CODE ENFORCEMENT PHONE	685-08-2207				28.40
		DWI PHONE	605-13-2207				55.51
		IT PHONE	401-65-2207				28.40
		ROAD PHONE	402-60-2207				56.00
		PROBATE PHONE	401-90-2207				28.40
		ASSESSOR PHONE	675-07-2207				28.40
		SHERIFF PHONE	401-50-2207				284.00
		COMMUNITY MONITOR	420-73-2207				28.40
		TREASURER_PHONE	401-30-2207				227.20
		TCPO PHONE	629-49-2207				55.52
		EXTENSION PHONE	401-05-2207				113.60
		CIVIL DEFENSE PHONE	604-83-2207				28.40

ASSESSOR	369.20	COUNTY CLERK	198.80	COUNTY MANAGER	142.00
DEPARTMENT	114.00	ADMINISTRATIVE OFFICES	56.80	COUNTY COMMISSION	170.40



24/2019

Y COMMISSION

12847.71

ACCT #GR010405/H001

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
106455	PRESBYTERIAN MEDICAL SERVICES	CLEANING EXPENSES FOR COUNTY	631-57-2272	4212419	01/22/2019		833.33
833.33		SENIOR CITIZEN CENTER-SERVICES					
24/2019		FOR JANUARY 2019					
		INVOICE #11519					
3 CITIZEN'S PROGR	833.33						
106456	PRUDENTIAL OVERALL SUPPLY	MATS MOPS UNIFORMS FOR	401-15-2203	3312419	01/22/2019		378.95
642.25		ADMIN BUILDING					
24/2019		MATS AND MOPS FOR JUDICIAL	401-16-2203		/ /		263.30
ISTRATIVE OFFICES	378.95	JUDICIAL COMPLEX MAINT	263.30				
106457	QWEST CORPORATION	MONTHLY PHONE BILL FOR THE	401-82-2207	412419	01/22/2019		274.38
274.38		MONTH OF DECEMBER TC ANIMAL					
24/2019		SHELTER ACCT #5053845117227B B					
U SHELTER	274.38						
106458	QWEST CORPORATION	FAX LINE CHARGES FROM 12/01/2018	401-40-2207	712419	01/22/2019		57.00
57.00		TO 12/28/2018					
24/2019		ACCT #505-384-4362899B					
Y ASSESSOR	57.00						
106459	QWEST CORPORATION	MONTHLY PHONE BILL DECEMBER	911-80-2207	1512419	01/22/2019		539.98
539.98		ACCT #5053849631581B					
24/2019							
ISPATCH CENTER	539.98						
106460	QWEST CORPORATION	FAX LINE CHARGES 28-DEC-18	401-30-2207	1612419	01/22/2019		57.28
57.28		CHARGES 12.28.18 TO 1.27.19					
24/2019		ACCT #5053844381 889B					
Y TREASURER	57.28						
106461	QWEST CORPORATION	FAX LINE BILL CLERK	401-20-2207	1712419	01/22/2019		55.82
55.82		ACCT #505-384-4080-353B					
24/2019							
Y CLERK	55.82						
106462	QWEST CORPORATION	FAX LINE SHERIFF	401-50-2207	2012419	01/22/2019		26.89
26.89		INVOICE #DEC-18					
24/2019		ACCT #5053841277937B					
Y SHERIFF	26.89						
106463	QWEST CORPORATION	VIDEO ARRAIGNMENT	420-70-2207	4012419	01/22/2019		273.59
273.59		INVOICE # DEC 18					
24/2019		ACCT #N505-832-0012 749M					
INMATE CARE	273.59						
106464	QWEST CORPORATION	ACCT #505-832-0000 494B	405-91-2207	8112419	01/23/2019		85.05
367.73		ACCT #505-832-4068 906B	405-91-2207		/ /		227.27



ACCT #505-832-5104 623B 405-91-2207  
DECEMBER 28, 2018 TO JANUARY 27,

/ /

#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
DE FIRE ALLOTMENT	367.73							
R 106465	230.48	WEST CORPORATION	MONTHLY CHARGES DECEMBER 28, 2018 TO JANUARY 27, 2019 ACCT #505-384-0048 901B	418-91-2207	8212419	01/23/2019		230.48
DE FIRE ALLOTMENT	230.48							
R 106466	1310.50	REMMEY, WARREN T	3X BLINDS INSTALLATION AND 7X GATE LATCH REPLACEMENTS DOOR BELL INSTALLATION ON NORTH DOOR PRESSURE TANK, REDUCER NIPPLE, VALVE RADIANT HEAT WATER BREAK MONTHLY MAINTENANCE FOR HVAC DECEMBER	401-82-2215	2612419	01/22/2019	33293 33293	685.00
VAL SHELTER	685.00							
R 106467	188.00	RICH FORD SALES	911-DISPATCH CENTER 625.50 THE WORKS PKG OIL CHANGE, FLUID CHECK AND TIRE CHECK. 2013 FORD EXPLORER REPLACE BATTERY INVOICE #2021603/1 ACCT #31623	610-40-2201	812419	01/22/2019	33284 33284 33284 33284	188.00
NTY ASSESSOR	188.00							
R 106468	264.43	RICOH USA, INC	MP335ASP C86130949 11/23/2018 TO 12/22/2018 RENT, ADDITIONAL IMAGES, STATE TAX, CITY TAX, COUNTY TAX INVOICE #101563216 ACCT #80569-1027265UC	401-30-2203	2312419	01/22/2019		264.43
NTY TREASURER	264.43							
R 106469	468.32	RICOH USA, INC	RENT ADDITIONAL IMAGES STATE TAX CITY TAX COUNTY TAX BILLING PERIOD 10/23/18- 11/22/18 INVOICE #101563222 ACCT #80569-1027265US1	401-08-2203	3712419	01/22/2019		468.32
WINING & ZONING	468.32							
R 106470	52.91	RICOH USA, INC	BLACK AND WHITE AND COLOR COPIES 12/1/18-12/31/18 INVOICE DATE JANUARY 1, 2019	690-09-2218	6312419	01/23/2019		52.91
J PILT	52.91							
R 106471	368.44	RICOH USA, INC	RICOH SERVICE CONTRACT COPIER TAXES, RENT, ADDITIONAL IMAGES BILLING PERIOD 12/01/2018- 12/31/2018 MONTHLY BILLING INVOICE #101489824	610-40-2203	7312419	01/23/2019		368.44

ACCT #80569-102726  
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#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
INTY ASSESSOR		368.44						
R 106472		RMS SERVICES	ADMIN BLDG DEC 18	401-15-2203	3112419	01/22/2019		1222.01
02092.92			JUDICIAL DEC 18	401-16-2203	/	/		870.91
01/24/2019			INVOICE #3895/3896					
ADMINISTRATIVE OFFICES	1222.01	JUDICIAL COMPLEX MAINT	870.91					
R 106473		ROMERO, JOANNA	TRAVEL TO SANTA FE NM	401-55-2205	8512419	01/23/2019		120.58
120.58			NEW MEXICO ASSOCIATION OF					
01/24/2019			COUNTIES LEGISLATIVE CONFERENCE					
JANCE DEPARTMENT	120.58							
R 106474		SAMBA HOLDINGS, INC.	DRIVER'S LICENSE MONITORING	413-91-2272	5512419	01/23/2019	32609	180.16
180.16			INVOICE #INV00133041					
01/24/2019			ACCT #4795					
STATE FIRE ALLOTMENT	180.16							
O 106475		SANTA FE COUNTY CORRECTIONS DEPEC	18 HOUSING	420-70-2172	112419	01/22/2019		92905.00
92905.00			INVOICE #TOR 12-2018					
01/24/2019								
ILT INMATE CARE	92905.00							
R 106476		SEDILLO, NICK E.	TRAVEL TO SANTA FE NM	401-10-2205	9312419	01/23/2019		83.40
83.40			NM ASSOCIATION OF COUNTIES					
01/24/2019			LEGISLATIVE CONFERENCE					
INTY MANAGER	83.40							
R 106477		SEDILLO, NOAH	TRAVEL TO SANTA FE NM	401-55-2205	8712419	01/23/2019		120.58
120.58			NMC LEGISLATIVE CONFERENCE AND					
01/24/2019			NM EDGE COURSES					
JANCE DEPARTMENT	120.58							
R 106478		SEDILLO, TRACY	TRAVEL TO SANTA FE NM	401-30-2205	8812419	01/23/2019		83.40
83.40			NEW MEXICO ASSOCIATION OF					
01/24/2019			COUNTIES LEGISLATIVE CONFERENCE					
INTY TREASURER	83.40							
R 106479		SEDILLO, VICTORIA	TRAVEL TO SANTA FE NM	610-40-2266	7012419	01/23/2019		120.58
120.58			2019 LEGISLATIVE CONFERENCE/					
01/24/2019			NM EDGE					
INTY ASSESSOR	120.58							
O 106480		STAPLES BUSINESS ADVANTAGE	FIRST AID KITS	402-60-2248	6612419	01/23/2019	33264	82.60
82.60			INVOICE #3398943023					
01/24/2019			ACCT #7010985					
INTY ROAD DEPARTMENT	82.60							
O 106481		STAPLES BUSINESS ADVANTAGE	OFFICE MICROWAVE	401-30-2219	7212419	01/23/2019	33322	98.90



DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
106482	STEINER, JOHN	EVALUATION SERVICES	605-13-2272	7512419	01/23/2019		3000.00
3000.00		INVOICE TC09-2018-SEPTEMBER					
24/2019		INVOICE TC10-2018-OCTOBER					
		INVOICE TC11-2018-NOVEMBER					
		INVOICE TC12-2018-DECEMBER					
DISTRIBUTION GRANT 3000.00							
106483	T-MOBILE USA, INC	COMMISSION PHONE J.SANCHEZ	401-05-2207	10112419	01/24/2019		14.15
214.02		N. SEDILLO					
24/2019		CELL PHONE CIVIL DEFENSE	604-83-2207	/	/		14.15
		CELL PHONE MAINTENANCE	401-15-2207	/	/		14.15
		CELL PHONE MANAGER	401-10-2207	/	/		14.15
		BELINDA, ANNETTE, KRISTIN					
		505-705-0053 PHONE CLERK	401-20-2207	/	/		1.81
		SERVICE DECEMBER 2018	685-08-2207	/	/		1.81
		705-5135					
		450-1444	401-08-2207	/	/		12.34
		DV 24 HOUR HOTLINE (505)705-0925	690-09-2207	/	/		14.15
		DV OFFICE PHONE ANASTACIA					
		(505)318-2185 DV OFFICE PHONE					
		ANNA (505)288-9737 DV OFFICE					
		PHONE CRYSTAL (505)339-6943					
		#814716931					
		SO WIRELESS SHERIFF ACCT#1471887	401-50-2207	/	/		14.15
		DECEMBER BILLING ELECTRONIC	420-73-2207	/	/		14.15
		MONITORING INVOICE #505-705-0924					
		ACCT #814716931					
		TC ANIMAL SHELTER ACCT#814716931	401-82-2207	/	/		14.15
		DWI PHONE NOVEMBER/DECEMBER	605-13-2207	/	/		14.15
		TC DISPATCH PHONE	911-80-2207	/	/		14.15
		ROAD PHONE	402-60-2207	/	/		14.15
		NOVEMBER/DECEMBER FIRE ADMIN	413-91-2207	/	/		9.89
		MONTHLY CHARGES 2VFD NOVEMBER/	406-91-2207	/	/		1.42
		DECEMBER 2018 910-0743					
		MONTHLY CHARGES NOVEMBER/	408-91-2207	/	/		1.42
		DECEMBER 2018 DIST 3VFD					
		MONTHLY CHARGES DIST 5 VFD	405-91-2207	/	/		1.42
		TREASURER WIFI HOT SPOT	401-30-2207	/	/		14.14
		OCTOBER/NOVEMBER 2018					
		MONTHLY PHONE BILL DECEMBER 2018	401-55-2207	/	/		14.12
		FINANCE					
106484	TAJIQUE LAND GRANT	COMMUNICATIONS/EMS TAX	14.15				14.15
200.00		COUNTY CLERK	1.81				14.15
24/2019		COUNTY SHERIFF	14.15				14.15
		DWI DISTRIBUTION GRANT	14.15				14.15
		STATE FIRE ALLOTMENT	14.15				14.14
		COUNTY TREASURER					
		LEASE TAJIQUE TRAN. STATION	401-05-2204				
		JANUARY					
		INVOICE #2019-1		4912419	01/23/2019		200.00
106485	COMMISSION						200.00

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106485

TDS/GCR TIRES CENTERS

OR 2244

402-60-2201

6512419 01/23/2019

3362

64.00

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DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
3301.74 /24/2019		FS LT245/75R16/10	402-60-2201	/ /		33362	482.32
		CHAIN	402-60-2244	/ /		33362	658.00
		BS 14 00R24 VUT G2A 1 G2L 2	402-60-2244	/ /		33362	2097.42
		NM STATE PRICE AGREEMENT				33362	
		20-000-000-00083A				33362	
		INVOICE #DATE 12-31-18					
		ACCT #310845					
=====							
	TY ROAD DEPARTMENT 3301.74						
	106486 TENORIO, AMANDA	TRAVEL TO SANTA FE NM	401-55-2205	8412419	01/23/2019		39.58
	39.58	NWC LEGISLATIVE CONFERENCE					
	/24/2019						
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	NCE DEPARTMENT 39.58						
	106487 TRULY NOLEN OF AMERICA, INC.	MONTHLY PEST CONTROL SERVICES	401-82-2272	1012419	01/22/2019	32902	79.83
	79.83	TAX JAN 19					
	/24/2019	INVOICE #550146803 ACCT#055-					
		5528974					
=====							
	AL SHELTER 79.83						
	106488 TUCKER, JULISSA	FINGERPRINTS	911-80-2272	2712419	01/22/2019		44.00
	44.00						
	/24/2019						
=====							
	DISPATCH CENTER 44.00						
	106489 VERIZON WIRELESS	DECEMBER 07-JANUARY 06	401-50-2207	4112419	01/22/2019		133.60
	133.60	SHERIFF PHONE					
	/24/2019	INVOICE #9821702852					
		ACCT #742016472 1					
=====							
	TY SHERIFF 133.60						
	106490 WAGNER EQUIPMENT CO.	CUTTING EDGES	402-60-2244	6712419	01/23/2019	33364	1177.10
	3780.46	ELEMENTS	402-60-2244	/ /		33364	990.10
	/24/2019	SEAL	402-60-2244	/ /		33364	24.25
		SEAL	402-60-2244	/ /		33364	48.50
		REPAIR AND MAINTENANCE ON 4	402-60-2244	/ /		33364	363.41
		BLADES				33364	
		CUTTING EDGES	402-60-2244	/ /		33364	1177.10
		NM STATE PRICING AGREEMENT				33364	
		#50-000-15-00050				33364	
		INVOICE #S10W0870788,P10C0716194					
		P10C0716193					
		ACCT #88034					
=====							
	TY ROAD DEPARTMENT 3780.46						
	106491 WAGON WHEEL TOWING	LT265/70/R17 YOKOHAMA MT TIRES	406-91-2201	7812419	01/23/2019	33246	760.00
	1616.00	COMPUTER/MOUNT/BALANCE	406-91-2201	/ /		33246	48.00
	/24/2019	FD5				33246	
		INVOICE #5477					
		FD6 4 LT265/70/R17	413-91-2201	7912419	01/23/2019	33184	808.00
		YOKOHAMA MT TIRES COMPUTER/				33184	
		MOUNT/BALANCE				33184	



INVOICE #5478

E FIRE ALLOTMENT 1616 00

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
106492	WASTE MANAGEMENT OF NM INC.	MONTHLY TRASH PICK-UP	401-82-2210	1212419	01/22/2019		106.78
106.78		FOR THE MONTH OF JANUARY					
/24/2019		ACCT #650-0101387 7-0573-5					
106.78							
106493	WESTERN TRAILS VETERINARY INC.	6 LARGE STERILIZATIONS INV	401-82-2272	2512419	01/22/2019		946.00
946.00		#133409,133825					
/24/2019		11 SMALL STERILIZATION INV#					
		133409,133825,133972 RABIES					
		VACCINATION INV# EXAM/TREATMENT					
		BLOODWORK INV#129608					
		ACCT #238					
106494	WEX FLEET UNIVERSAL	MANAGER FUEL	401-10-2202	5712419	01/23/2019		49.07
9368.57		MAINTENANCE FUEL	401-15-2202				65.79
/24/2019		TREASURER FUEL	401-30-2202				79.65
		ASSESSOR FUEL	610-40-2202				69.96
		SHERIFFS FUEL	401-50-2202				7127.81
		TCFD5 FUEL	405-91-2202				517.70
		TCFD2 FUEL	406-91-2202				192.55
		TCFD1 FUEL	407-91-2202				91.14
		TCFD3 FUEL	408-91-2202				240.82
		FIRE ADMIN	413-91-2202				668.09
		TCFD6 FUEL	418-91-2202				37.87
		ELECTRIC MONITORING FUEL	420-73-2202				52.16
		EMERGENCY MANAGER FUEL	604-83-2202				46.83
		DWI FUEL	605-13-2202				35.20
		RURAL ADDRESSING FUEL	675-07-2202				44.55
		DOMESTIC VIOLENCE FUEL	690-09-2202				21.06
		DISPATCH FUEL	911-80-2202				28.32
49.07							
65.79							
79.65							
69.96							
7127.81							
517.70							
192.55							
91.14							
240.82							
668.09							
37.87							
52.16							
46.83							
35.20							
44.55							
21.06							
28.32							
79.65							
1748.17							
35.20							
28.32							
2644.33							
33363							
33363							
33363							
33363							
2644.33							
150.00							
150.00							
1642.50							
240.00							
75.30							

TY MANAGER 49.07 ADMINISTRATIVE OFFICES 65.79 COUNTY TREASURER 79.65  
 TY ASSESSOR 69.96 COUNTY SHERIFF 7127.81 STATE FIRE ALLOTMENT 1748.17  
 UNITY MONITORING 52.16 COMMUNICATIONS/EMS TAX 46.83 DWI DISTRIBUTION GRANT 35.20  
 L ADDRESSING 44.55 WIND PILT 21.06 911-DISPATCH CENTER 28.32  
 106495 4 RIVERS EQUIPMENT, LLC FUEL FILTER AND GRADER 402-60-2244  
 2644.33 EDGE AIR FILTER  
 /24/2019 NM STATE PRICING AGREEMENT  
 50-000-15-00059  
 INVOICE #598612 ACCT #37497

TY ROAD DEPARTMENT 2644.33  
 106496 SANCHEZ, BRIAN REFUND EMPLOYEE CHECK AMOUNT 402-60-2102  
 150.00 WAS NOT DEPOSITED IN EMPLOYEES  
 /28/2019 ACCOUNT

TY ROAD DEPARTMENT 150.00  
 106497 ADVANCED COMMUNICATIONS & HARRIS XG-15 VHF PORTABLE RADIO 604-83-2241  
 4162.33 SPEAKER MICROPHONE FOR XG-15 604-83-2241  
 /30/2019 FREIGHT 604-83-2241  
 INVOICE #180919 ACCT# TORRAN

ANNUAL BILLING FOR REPEATER  
AIRTIME CONTRACT TERM

610-40-2203

2813119 01/29/2019

734.84

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
106498	UNICATIONS/EMS TAX	COUNTY ASSESSOR	734.84 RURAL ADDRESSING				734.84
1339.47	NING & ZONING						734.85
106498	ALBUQUERQUE OFFICE SYSTEMS	PANELS & DOOR UNIT TO ENCLOSE & PROTECT ACCESS TO BUILDING	621-96-2611	913119	01/29/2019	33354	1140.05
1416.21		ELECTRICAL SERVICE PANEL/TOWER				33354	
/30/2019		LABOR TO DELIVER & INSTALL	621-96-2611			33354	256.00
		SALES TAX	621-96-2611			33354	20.16
		INVOICE #7362 ACCT #TORRAN					
TAL OUTLAY	GROSS R	1416.21					
106499	AMBITIONS TECHNOLOGY GROUP LLC	REPAIR NETWORK VIDEO RECORDER (NVR) AT JUDICIAL COMPLEX	401-50-2218	5513119	01/30/2019	33217	1339.47
1339.47		INVOICE #7433				33217	
/30/2019							
TY SHERIFF		1339.47					
106500	AUTOZONE INC.	BATTERIES, WIPER BLADES, WASHER FLUID, TCSSO UNIT NEEDS.	401-50-2201	5713119	01/30/2019	33124	917.93
917.93		INVOICE #2248060688,2248063803,2248064496,2248068788,2248068862,2248068949,2248075135,22480556155,2248056423,2248056424,2248058024				33124	
/30/2019						33124	
TY SHERIFF		917.93					
106501	BLACK DUCK INC.	BADGE SEWS & NAMES FOR T.C.S.O.	401-50-2236	5613119	01/30/2019	33221	260.00
260.00		DECEMBER 2018				33221	
/30/2019		80974 (GARCIA)					
		8112 (TYROLT) 81067 (TYROLT)					
		80689 (WATTS) 80855 (R.CHAVEZ; N. SOURILE)					
TY SHERIFF		260.00					
106502	COMPUTER CORNER INC	OPERATING SYSTEM RELOAD	401-65-2218	1913119	01/29/2019	33334	597.00
3061.03		MICROSOFT WINDOWS 10				33334	
/30/2019		UPGRADE TO 8GB RAM	401-65-2218			33334	106.95
		HP ELITEBOOK 8570P				33334	
		WD BLUE BLUE 3D SATAIII	401-65-2218			33334	189.98
		HARD DRIVES				33334	
		NM GRT	401-65-2218			33334	46.98
		HP ELITEBOOK 8570P				33300	
		DIAGNOSTIC SERVICE	401-65-2218			33300	75.00
		RESET SYSTEM PASSWORD	401-65-2218			33300	150.00
		NM TAX	401-65-2218			33300	17.71
		HARDWARE DIAGNOSTIC EXAM					
		SOFTWARE INSTALLATION CHARGE/					

RESET PASSWORD SN:5CB3103GZR  
SN:5CB82480RHZ SN:5CB3103HOC

DATE	Name	Description	Line Item	Invoice #	PO #	Amount
		TAX ON LABOR INVOICE #171119				
		ACCT #2464732				
		WIRELESS DUAL BAND GIGABIT	411-92-2219	3913119 01/29/2019	33371	101.99
		ROUTER WITH USB3.0 & BEAMFORMING			33371	
		TECHNOLOGY FOR NEW BUILDING			33371	
		INTERNET CONNECTION			33371	
		INVOICE #171172				
		ACCT #2464732				
		EQUUS PREMIUM PLUS COMPUTER	401-55-2219	4113119 01/30/2019	33357	935.00
		TOWER SYSTEM			33357	
		HP ELITE DISPLAY E2431 24" LED	401-55-2219	/ /	33357	512.50
		MONITOR				
		INVOICE #171129 ACCT #2464732				
		DIAGNOSTIC SERVICE, OPERATING	401-10-2218	6113119 01/30/2019	33268	327.92
		SYSTEM INSTALLATION, DATA			33268	
		TRANSFER.			33268	
		INVOICE #170701				
		UNATION TECHNOLOGY 1183.62	1/4% FIRE EXCISE TAX	101.99	FINANCE DEPARTMENT	1447.50
		NY MANAGER	327.92			
		106503	CORDOVA-COLLIER, RYAN RAYMOND	313119 01/29/2019		55.00
		55.00	TRAVEL TO DEMING NM			
		'30/2019	REPORT WRITING TRAINING			
		NY SHERIFF	55.00			
		106504	EVEDA/ESTANCIA VALLEY ECONOMIC CONTRIBUTION	4513119 01/30/2019		6250.00
		6250.00	3RD QUARTER-JANUARY 2019			
		'30/2019				
		NY COMMISSION	6250.00			
		106505	HINKLE + LANDERS, PC	1413119 01/29/2019		18253.14
		18253.14	TORRANCE COUNTY AUDITOR FEE'S			
		'30/2019	INVOICE #1000029902			
		NY COMMISSION	18253.14			
		106506	HONSTEIN OIL CO.	5913119 01/30/2019		47.73
		47.73	FUEL FOR DECEMBER 2018			
		'30/2019	INVOICE #ZZ2247			
			ACCT#TCMANA			
		MANAGEMENT	47.73			
		106507	HORIZONS OF NEW MEXICO	4013119 01/29/2019	32847	28.30
		28.30	DESTRUCTION AND TRANSPORT OF			
		'30/2019	DOCUMENTS INVOICES: SINVO1459			
			SINVO18052 ACCT #50001010			
		NY CLERK	28.30			
		106508	INDEPENDENT NEWS LLC	2013119 01/29/2019	33343	512.08
		512.08	PTD ORDER NO. 18-29			
		'30/2019	NOTICE OF REPORTING REQUIREMENTS			
			TO RUN 3 CONSECUTIVE WEEKS			
			JANUARY 6TH, 13TH, AND 20TH OF			
			2019.			
			LEGAL NOTICE-RUN DATE 1/4/2019			
			INVOICE #81389,81437,81477			

PTD ORDER 18-29

NTY ASSESSOR 512.08

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
106509 421.92 /30/2019	INDEPENDENT NEWS LLC	AD FOR ORDINANCE FOR 5 MEMBER COMMISSION BOARD DISPLAY AD-12/28/18,1/4/19, 1/11/19 PUBLIC HEARING NOTICE TO CONSIDER ORDINANCE 2019-01 TO INCREASE # OF COMMISSION BOARD FROM 3-5 INVOICE #814028132681363	401-05-2221	2113119	01/29/2019	33306 33306	421.92
TY COMMISSION	421.92						
106510 66.79 /30/2019	INDEPENDENT NEWS LLC	COMMISSION AND HOLIDAY MEETING SCHEDULES AD. INVOICE #8143981440	401-05-2221	4913119	01/30/2019	33326 33326	66.79
TY COMMISSION	66.79						
106511 31.81 /30/2019	INDEPENDENT NEWS LLC	2019 P&Z BOARD SCHEDULE 1/11/19 TAX INVOICE #81442 PO 33285	401-08-2221	5013119	01/30/2019		31.81
NING & ZONING	31.81						
106512 32.00 /30/2019	JUNIOR'S TIRE & AUTO PARTS INC.	ONGOING TIRE REPAIR BALANCE AND ROTATE TIRES PZ-2 PO TMP 011419 INVOICE #176230	685-08-2201	1513119	01/29/2019	32959	32.00
NING & ZONING	32.00						
106513 1837.78 /30/2019	KAUFMANS WEST LLC	CLASS A PANTS & SHIRTS, TIES, 2053S POLOS,PANTS,TIES 2198S SHIRT,PANT HEM 2054S PANTS,SHIRT,TIE,NAME TAG TIE BAR ACADEMY UNIFORM NEEDS ARREOLA & SCHWERDEL BLACK BDU HATS, BLACK BDU PANTS, BLACK BDU SHIRTS, BLACK T-SHIRTS BLACK SWEAT PANTS, BLACK SWEAT SHIRTS, VELCRO NAMETAGS, SCREEN PRINTING, BLACK SHORTS INVOICE #20785 PANTS, SHIRTS, DUTY BELTS, UNDERBELTS. TCSO DUTY BOOTS DEPUTIES SCHWERDEL & WOODARD 2077S NAME TAGS; 5.11 BLK POLO 2052S SCHWERDEL AND WOODARD UNIFORM SHIRTS,PANTS,BOOTS,ETC.	410-50-2222	1613119	01/29/2019	32805	324.80
TY SHERIFF	1837.78						
106514 220.00 /30/2019	MARKETING STRATEGIES INC	SAFETY MANUALS SAFETY MANUEL LOSS CONTROL SADDLE STITCH NEW HIRE ORIENTATION SHIPPING INVOICE #34	600-06-2221	713119	01/29/2019	33337	220.00



ACCT # TORRANCE

220.00

K MANAGEMENT

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
106515 136.77 '30/2019	MCT INDUSTRIES	TIRE REPAIR HUB TMP# 011419-02 APPROVED BY NOAH SEDILLO HUB AND DISK INVOICE #0188392 ACCT# TORR78	402-60-2244	3613119	01/29/2019	33418 33418 33418	136.77
FY ROAD DEPARTMENT 106516 175.00 '30/2019	NAT'L FIRE PROTECTION ASSOCIATION	ANNUAL SUBSCRIPTION ACCT #3240632	600-06-2269	2213119	01/29/2019		175.00
MANAGEMENT 106517 113.48 '30/2019	NEW MEXICO MONITORING SYSTEMS	GPS SRV.12/06/2018 THRU 12/13/2018 (TAX INCLUDED)	420-73-2218	5413119	01/30/2019		113.48
UNITY MONITORING 106518 1826.10 '30/2019	NM PROPANE	248.2 GALLONS PROPANE/HATMAT FEE/FUEL RECOVERY FEE/WILL-CALL CONV.FEE/STATE COUNTY & CITY SALES TAX 121.1 GALLONS PROPANE/ HATMAT FEE/FUEL RECOVERY FEE/ CALL CONV. FEE/STATE COUNTY & CITY SALES TAX FOR DIST 1 MAIN AND SUB STATION INVOICE # 3087469923/3087469921 ACCT #202680264	407-91-2209	613119	01/29/2019		1826.10
FIRE ALLOTMENT 106519 8.44 '30/2019	NTS COMMUNICATIONS	ACCT #5053842418	612-20-2207 401-30-2207 401-40-2207 401-50-2207	4313119	01/30/2019	/ / / / / / / /	2.11 2.11 2.11 2.11
COUNTY CLERK COUNTY SHERIFF 106520 203.62 '30/2019	COUNTY TREASURER COUNTY ASSESSOR	COUNTY ASSESSOR	401-16-2203	4613119	01/30/2019		118.66
ORWIN INC.	JUDICIAL COMPLEX PC STANDARD MONTHLY PC SERVICE 01/22/19 TAX INVOICE #8143981440 STANDARD-MONTHLY-PC SERVICE 01/22/19 TAX INVOICE #179322559 ACCT #31462749	401-05-2272		4713119	01/30/2019		84.96
COUNTY MAINT 106521 2750.00 '30/2019	COUNTY COMMISSION CONTINUUM COORDINATOR GRT JANUARY 2019 INVOICE #07-FY2019 ACCT #19-690-15201	84.96 635-67-2272		4213119	01/30/2019		2750.00

FD JUVENILE JUSTICE 2750.00

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DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
106522	PACIFIC OFFICE AUTOMATION, INC.	COMMISSION	401-05-2203	4813119	01/30/2019		625.10
717.28	ROAD		402-60-2203	/	/		92.18
30/2019	INVOICE #33000528						
	ACCT #1821290						
Y COMMISSION	625.10	COUNTY ROAD DEPARTMENT	92.18				
106523	PAPER TIGER	2019 FAIR CALENDARS	412-53-2221	2513119	01/29/2019	33353	822.34
822.34	ENVELOPES INVOICE #130741						
30/2019	ACCT #16819						
Y FAIR	822.34						
106524	PEAVEY PERFORMANCE SYSTEMS	SAFETY INCENTIVE, SAFETY JACKPOT 600-06-2248		213119	01/29/2019	33358	1309.00
1309.00	QUARTERLY UPDATES						
30/2019	INVOICE #403876						
	ACCT#1004009						
MANAGEMENT	1309.00						
106525	PITNEY BOWES PURCHASE POWER	POSTAGE REFILL	401-05-2206	4413119	01/30/2019		1082.46
1082.46	ACCT# 8000-9090-0137-3179						
30/2019							
Y COMMISSION	1082.46						
106526	PRUDENTIAL OVERALL SUPPLY	PAPER PRODUCTS	401-15-2229	3013119	01/29/2019	33271	785.91
785.91	INVOICE #450482386						
30/2019							
ISTRATIVE OFFICES	785.91						
106527	RHOMAR INDUSTRIES, INC.	55 GALLON DRUM OF STAND-UP	401-15-2215	1213119	01/29/2019	33331	526.77
1580.31	FREEZE RESISTANT LIQUID DE-ICER	401-16-2215		/	/		526.77
30/2019	FOR WALKWAYS. COUNTY	401-24-2215		/	/		526.77
	ADMINISTRATION, JUDICIAL COMPLEX						
	HEALTH OFFICE. SHIPPING COST.						
	INVOICE #93408						
ISTRATIVE OFFICES	526.77	JUDICIAL COMPLEX MAINT	526.77				
	HEALTH DEPT BLDG MAINT						
106528	RICOH USA, INC	RICOH SERVICE CONTRACT COPIER	610-40-2203	2713119	01/29/2019		340.50
340.50	TAXES, RENT, ADDITIONAL IMAGES						
30/2019	BILLING PERIOD 01/01/2019-						
	01/31/2019 MONTHLY BILLING						
	INVOICE #101613397						
	ACCT #80569-102726 5USR						
Y ASSESSOR	340.50						
106529	SAM'S CLUB DIRECT	SNOW SHOES FOR TCSO DEPUTIES	604-83-2248	6213119	01/30/2019	33444	149.96
149.96	DURING SNOW STORM CALL.						
30/2019	TMF# 190104-CM						
	VERBAL APPROVAL BY						
	BELINDA GARLAND						
	INVOICE #1312						
	ACCT#402695810408						

COMMUNICATIONS/EMS TAX 149.96

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DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
106530	SIDWELL COMPANY	WEB HOSTING ANNUAL FEE	610-40-2203	1013119	01/29/2019		2250.00
5507.00		ASSESSOR PORTION RURAL	675-07-2203	/ /			2250.00
/30/2019		ADDRESSING PORTION					
		INVOICE #112333 ACCT #4989001					
		PARCIL BUILDER MAP VIEWER	610-40-2203	2913119	01/29/2019		503.50
		MAINTENANCE 2/11/2019 TO					
		2/10/2020 ASSESSOR PORTION					
		RURAL ADDRESSING PORTION	675-07-2203	/ /			503.50
		INVOICE #112560					
		ACCT #4989001					
TY ASSESSOR	2753.50	RURAL ADDRESSING	2753.50				
106531	SOUND & SIGNAL SYSTEMS OF NM	QUARTERLY FIRE MONITOR 2	401-15-2203	2613119	01/29/2019		194.74
194.74		ACCOUNTS INVOICE #67732					
/30/2019		ACCT #TO100					
INSTRATIVE OFFICES	194.74						
106532	STAPLES BUSINESS ADVANTAGE	DRY ERASE BOARD, 2 OFFICE CHAIRS	600-06-2219	113119	01/29/2019	33260	263.30
1060.80		STAPLER & HOLE PUNCH.	401-30-2219	/ /		33260	234.23
/30/2019		DUSTERS, CLEANING CLOTHES,				33260	
		BINDERS & CREDIT CARD PAPER.				33260	
		INVOICE #3398517628/3399382283					
		ACCT #394849					
		CASE OF THERMAL PAPER FOR CREDIT	401-30-2219	513119	01/29/2019	33327	26.61
		CARD MACHINES				33327	
		INVOICE #3401478782					
		ACCT #394849					
		ZEBRA RETRACTABLE PEN 24/PK	911-80-2219	3213119	01/29/2019	33319	10.20
		PENTAL RSVP BLACK PEN (DOZ)	911-80-2219	/ /		33319	24.15
		HP 312X BLACK TONER	911-80-2219	/ /		33319	118.62
		HP 312 A 3 PACK COLOR TONER	911-80-2219	/ /		33319	353.40
		5 PACK 8 GB USB FLASH DRIVERS	911-80-2219	/ /		33319	23.99
		AT A GLANCE 2019 WALL CALENDAR	911-80-2219	/ /		33319	6.30
		INVOICE #3348844323					
		ACCT #70109685					
MANAGEMENT	263.30	COUNTY TREASURER	260.84	911-DISPATCH CENTER			536.66
106533	STAPLES BUSINESS ADVANTAGE	HEAVY DUTY A-Z INDEX EXPANDING	911-80-2219	3113119	01/29/2019	33333	4.57
391.25		FILE				33333	
/30/2019		DR 630 PRINTER DRUM UNITS	911-80-2219	/ /		33333	146.98
		BROTHER TN660 BLK TONER HY	911-80-2219	/ /		33333	239.70
		JAN-19					
		INVOICE #3401557432					
		ACCT #DAL70109685					
DISPATCH CENTER	391.25						
106534	STAPLES BUSINESS ADVANTAGE	8 CHANNEL SECURITY SYSTEM W/4	411-92-2248	5313119	01/30/2019	33290	350.91
1020.67		CAMERAS				33290	
/30/2019		TRIFOLD PAPER TOWEL DISPENSERS	411-92-2248	/ /		33290	89.88
		ANTIBACTERIAL HAND SOAP, PUMP	411-92-2248	/ /		33290	7.56
		ANTIBACTERIAL HAND SOAP, REFILL	411-92-2248	/ /		33290	5.81
		312A BLACK TONER	411-92-2219	/ /		33290	195.52
		2019 DESK CALENDARS	411-92-2248	/ /		33290	20.08

8 CHANNEL SECURITY SYSTEM W/4  
CAMERAS 418-91-2248

/ /

33290  
33290

350.91

#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		ACCT #394849						
		STATE FIRE ALLOTMENT	350.91					
106535	1/30/2019	STARCAP MARKETING LLC	MAINTENANCE RENEWAL	610-40-2228	1113119	01/29/2019	33295	1410.00
		ACCT #131166					33295	
NTY ASSESSOR		1410.00						
106536	1/30/2019	TDS/GCR TRUCK TIRE CENTER INC	4 UNIT TIRES	401-50-2201	5813119	01/30/2019	33384	471.76
		ACCT #131166					33384	
NTY SHERIFF		471.76						
106537	1/30/2019	THE TIRE WELDER	TIRE REPAIR	402-60-2244	3513119	01/29/2019	33419	220.00
		ACCT #131166					33419	
NTY ROAD DEPARTMENT		220.00						
106538	1/30/2019	TNT ESTANCIA	SECOND QUARTER PREVENTION FY19	505-13-2271	1313119	01/29/2019	32659	372.00
		ACCT #131166					32659	
DISTRIBUTION GRANT		372.00						
106539	1/30/2019	TWO GUNZ CUSTOMZ & HYDROGRAPHICRUSH 2-1	SUPER SPRING LEVELLING KIT SSA22	406-91-2248	3813119	/ /	33262	675.00
		ACCT #131166					33262	
NTY ROAD DEPARTMENT		1075.00						
106540	1/30/2019	WAGNER EQUIPMENT CO.	LABOR HOURS TO INSTALL SUPER	406-91-2248		/ /	33262	300.00
		ACCT #131166					33262	
NTY ROAD DEPARTMENT		1075.00						
106541	1/30/2019	WAGNER EQUIPMENT CO.	BATTERY REMOVAL AND INSTALLATION	406-91-2248		/ /	33262	100.00
		ACCT #131166					33262	
NTY ROAD DEPARTMENT		1075.00						
106541	1/30/2019	WAGNER EQUIPMENT CO.	SEALS FOR TIRES ON GRADER	402-60-2244	3313119	01/29/2019	33420	567.29
		ACCT #131166					33420	
NTY ROAD DEPARTMENT		1075.00						
106541	1/30/2019	WAGNER EQUIPMENT CO.	CUTTING EDGES	402-60-2244		/ /	33420	1177.10
		ACCT #131166					33420	
NTY ROAD DEPARTMENT		1744.39						
106541	1/30/2019	WAGON WHEEL TOWING	ENGINE 6-1	418-91-2201	813119	/ /	33397	127.50
		ACCT #131166					33397	
NTY ROAD DEPARTMENT		1744.39						
106541	1/30/2019	WAGON WHEEL TOWING	HOURS TO R&R BATTERIES	418-91-2201		/ /	33397	449.85
		ACCT #131166					33397	
NTY ROAD DEPARTMENT		1744.39						
106541	1/30/2019	WAGON WHEEL TOWING	HD COMMERCIAL BATTERY GROUP 31	418-91-2201		/ /	33397	1.50
		ACCT #131166					33397	
NTY ROAD DEPARTMENT		1744.39						
106541	1/30/2019	WAGON WHEEL TOWING	SHOP SUPPLIES	418-91-2201		/ /	33397	1.50
		ACCT #131166					33397	
NTY ROAD DEPARTMENT		1744.39						
106541	1/30/2019	WAGON WHEEL TOWING	VERBAL APPROVAL BY NOAH SEDILLO	418-91-2201		/ /	33397	1.50
		ACCT #131166					33397	



TMP# 012119  
INVOICE #5482

33397

LINE #	DATE	NAME	DESCRIPTION	LINE ITEM	INVOICE #	DATE	PO #	AMOUNT
1	1/30/2019	THE FIRE ALLOTMENT 578.85						
106542	625.91	WASTE MANAGEMENT OF NM INC.	30 YARD ROLL OFF DISPOSAL	413-91-2210	413119	01/29/2019	33045	518.43
			PER TON FUEL/ENVIRONMENTAL					
			CHARGE REGULATORY COST RECOVERY					
			CHARGE ADMINISTRATIVE CHARGE					
			GRT INVOICE #8652312-0573-9					
			ACCT #20-91753-03006					
			MONTHLY TRASH PICK-UP FOR	401-82-2210	3713119	01/29/2019		107.48
			THE MONTH OF FEBRUARY					
			INVOICE #8654631-0573-0					
			ACCT #650-0101387 7-0573-5					
2	1/30/2019	THE FIRE ALLOTMENT 518.43	ANIMAL SHELTER					
			107.48					
106543	119.22	4 RIVERS EQUIPMENT, LLC	MAINTENANCE ON BLADES	402-60-2244	3413119	01/29/2019	33386	119.22
			INVOICE #602651					
NTY ROAD DEPARTMENT								
142		287488.37						
			TOTAL					



*Agenda Item  
No. 10-A*

**NOTICE OF INTENT TO ACT ON PROPOSED ORDINANCE ALLOWING  
LOW INCOME PROPERTY TAX REBATE PURSUANT TO N.M.S.A SEC. 7-2-14.3 (G)**

Please take notice that the Board of County Commissioners of Torrance County, New Mexico intends to consider and act upon an Ordinance to provide for a low-income property tax rebate pursuant to N.M.S.A. Sec. 7-2-14.3 (G) at its regularly scheduled meeting on \_\_\_\_\_, 2019. NMSA 1978, §7-2-14.3(G) (2003) requires that the Board of County Commissioners of each County conduct a public hearing every odd-numbered year whether to consider whether or not the Commission should pass an Ordinance rebating part of the property tax due from low-income taxpayers. A copy of the proposed ordinance shall be available for inspection and copying during normal work hours at the office of the County Clerk, \_\_\_\_\_, Estancia, New Mexico upon request and payment of reasonable, standard charges.

**TORRANCE COUNTY ORDINANCE NO. 2019-\_\_\_**

**AN ORDINANCE ESTABLISHING A PROPERTY**

**TAX REBATE TO BENEFIT LOW-INCOME TAXPAYERS**

**PREAMBLE**

**WHEREAS**, NMSA 1978, §7-2-14.3(G) (2003) requires that the Board of County Commissioners of each County conduct a public hearing every odd-numbered year on the question of whether the property tax rebate provided for in NMSA §7-2-14.3 benefiting low-income property taxpayers in Torrance County should be made available through adoption of a county ordinance; and

**WHEREAS**, NMSA 1978 §7-2-14.3 (H) requires such ordinance adopted to specify the taxable years to which it is applicable and requires the Board of County Commissioners to furnish the State of New Mexico Taxation & Revenue Department a copy of said ordinance no later than September 1 of the first taxable year to which the ordinance applies; and

**WHEREAS**, NMSA 1978, §7-2-14.3(I) (2003), were this Ordinance to be passed, the County would be required to pay the amount of the loss of income tax revenue to the state for the previous taxable year attributable to the allowance of property tax rebates to taxpayers of Torrance County; and

**WHEREAS**, the potential for loss to the County by virtue of it having to pay the State the amount of the loss of income tax revenue attributable to the allowance of property tax rebates to the taxpayers of Torrance County would be significant and the harm substantial provided the County's very limited resources.

**NOW THEREFORE, BE IT ORDAINED** that the Board of County Commissioners of the County of Torrance adopts the Torrance County Property Tax Rebate Benefiting Low-Income Property Taxpayers Ordinance, as follows:

**ARTICLE I. SHORT TITLE**

This Ordinance shall be referred to as the Torrance County Property Tax Rebate Benefiting Low-Income Property Taxpayers Ordinance.

**ARTICLE II. DEFINITIONS.**

For the purposes of this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**Property Tax Liability.** The amount of property tax resulting from the imposition of the county and municipal property tax operating impositions on the net taxable value of the taxpayer's principal place of residence calculated for the year for which the rebate is claimed.

**Principal Place of Residence.** The dwelling owned and occupied by the taxpayer and so much of the land surrounding it, not to exceed five acres, as is reasonably necessary for use of the dwelling as a home and may consist of a part of a multi dwelling or a multipurpose building and a part of the land upon which it is built.

**ARTICLE III. GENERAL PROVISIONS.**

A. This Ordinance applies to the taxable years 2019 and 2020.

B. The tax rebate provided by this Ordinance may be claimed for the taxable year for which the return is filed by an individual who:

- (1) has his principal place of residence in Torrance County;
- (2) is not a dependent of another individual;
- (3) files a return; and
- (4) incurred a property tax liability on his principal place of residence in the taxable year.

C. The tax rebate provided by this section shall be allowed for any individual eligible to claim the refund pursuant to Subsection A of Article III of this Ordinance and who:

- (1) was not an inmate of a public institution for more than six months during the taxable year;
- (2) was physically present in New Mexico for at least six months during the taxable year for which the rebate is claimed; and
- (3) is eligible for the rebate as a low-income property taxpayer in accordance with the provisions of Subsection D of Article III of this Ordinance.

D. A husband and wife who file separate returns for the taxable year in which they could have filed a joint return may each claim only one-half of the tax rebate that would have been allowed on the joint return.

E/ The tax rebate provided in this section is as specified in the following table:

**LOW-INCOME TAXPAYER'S PROPERTY TAX REBATE TABLE**

Taxpayer's Modified Gross Income Property Tax Rebate		
Over	But Not Over	
\$ 0	\$ 8,000	75% of property tax liability
8,000	10,000	70% of property tax liability
10,000	12,000	65% of property tax liability
12,000	14,000	60% of property tax liability
14,000	16,000	55% of property tax liability

16,000	18,000	50% of property tax liability
18,000	20,000	45% of property tax liability
20,000	22,000	40% of property tax liability
22,000	24,000	35% of property tax liability.

F. If a taxpayer's modified gross income is zero, the taxpayer may claim a tax rebate in the amount shown in the first row of the table. The tax rebate provided for in this section shall not exceed three hundred fifty dollars (\$350) per return and, if a return is filed separately that could have been filed jointly, the tax rebate shall not exceed one hundred seventy-five dollars (\$175). No tax rebate shall be allowed any taxpayer whose modified gross income exceeds twenty-four thousand dollars (\$24,000).

G. The tax rebate provided for in this section may be deducted from the taxpayer's New Mexico income tax liability for the taxable year. If the tax rebate exceeds the taxpayer's income tax liability, the excess shall be refunded to the taxpayer.

H. No later than December 31 of the year immediately following the first year in which the low-income taxpayer property tax rebate provided in the Income Tax Act is in effect for Torrance County, and no later than December 31 of each year thereafter in which the tax rebate is in effect, the Taxation and Revenue Department shall certify to Torrance County the amount of the loss of income tax revenue to the state for the previous taxable year attributable to the allowance of property tax rebates to taxpayers of Torrance County. The County shall promptly pay the amount certified to the department. If Torrance County fails to pay the amount certified within thirty days of the date of certification, the department may enforce collection of the amount by action against the county and may withhold from any revenue distribution to the county, not dedicated or pledged, amounts up to the amount certified.

**PASSED, APPROVED AND ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**BOARD OF COUNTY COMMISSIONERS  
TORRANCE COUNTY, NEW MEXICO**

\_\_\_\_\_  
**Ryan Schwebach, Chairman -District II**

\_\_\_\_\_  
**Kevin McCall – District I**

\_\_\_\_\_  
**Javier Sanchez – District III**

**ATTEST:**

**Linda Jaramillo -Torrance County Clerk**





*Agenda Item  
No. 11-A*

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**TORRANCE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO. R 2019-\_\_\_\_\_**

**A RESOLUTION TO SUPPORT THE EMWT REGIONAL WATER ASSOCIATION'S  
REQUEST FOR CAPITAL OUTLAY**

**WHEREAS**, the Torrance County Board of County Commissions supports efforts to regionalize and link community water supplies; and

**WHEREAS**, the Commission appreciates the EMWT Board's strong commitment to keep Estancia Basin water in the Valley and its dedication to protect and conserve our limited groundwater resources; and

**WHEREAS**, the Commission shares the EMWT's goal to link municipal supplies and to provide safe drinking water throughout the Estancia Valley; and

**WHEREAS**, EMWT's regional efforts demonstrate money well-spent for New Mexico; and

**WHEREAS**, The United States Department of Agriculture (USDA) has obligated \$3,994,500 of federal dollars to expire in February, 2020 which must be supplemented with State funds;

**NOW, THEREFORE BE IT RESOLVED:**

The Torrance County Board of County Commissioners is in full support of the EMWT Regional Water Association's request for Capital Outlay funds during the 2019 Legislative Cycle to leverage funding previously obligated by the USDA which require supplemental State funding.

**DONE THIS 13<sup>TH</sup> DAY OF FEBRUARY 2019.**

**CONTINUATION PAGE 2, RESOLUTION NO. \_\_\_\_\_  
A RESOLUTION TO SUPPORT THE EMWT REGIONAL WATER ASSOCIATION'S  
REQUEST FOR CAPITAL OUTLAY**

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

2

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4 \_\_\_\_\_  
County Attorney Date

\_\_\_\_\_  
Ryan Schwebach, Chair

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\_\_\_\_\_  
Kevin McCall, Member

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\_\_\_\_\_  
Javier Sanchez, Member

9 **ATTEST:**

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11 \_\_\_\_\_  
Linda Jaramillo, County Clerk

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



*Agenda Item  
No. 11-B*

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**TORRANCE COUNTY  
BOARD OF COUNTY COMMISSONERS  
RESOLUTION NO. R 2019-**

**A RESOLUTION TO APPROVE THE CREATION OF CLASSIFIED SERVICE  
APPOINTMENT OF “TERM STATUS” PERSONNEL**

**WHEREAS**, the Torrance County Commission recognizes the need to create a new  
Classified Service Appointment of “Term”; and

**WHEREAS**, the Commission recognizes the need to create personnel positions (“Term  
Status” employees) for special projects and/or to utilize funding that is non-recurring in nature;  
and

**WHEREAS** “Term Appointment” is defined as: A position created for a special project  
or a state or federally funded program with a limited duration; and

**WHEREAS** The County believes that the creation of a “Term Status” employee will aid in  
providing for the health, safety, and welfare of the citizens of Torrance County;

**NOW, THEREFORE BE IT RESOLVED:**

The Torrance County Board of Commissioners hereby creates “Term Status” employees in  
the County of Torrance. A “Term Status” Employee is defined as an employee who completes the  
six-month probationary period required by Torrance County Personnel Ordinance 2000-1 “Term  
Status” employees shall have all of the rights and privileges of career status employees except  
“Term Status” employees may be expired due to reduction or loss of funding for the special project  
or state or federally funded program for which he/she was employed, or when the special project  
or program ends. “Term Status” employees may fill full or part-time positions within the County  
provided such positions exist and said employee meets the qualifications of said position(s).

**DONE THIS 13<sup>TH</sup> DAY OF FEBRUARY, 2019.**

**CONTINUATION PAGE 2, RESOLUTION NO. \_\_\_\_\_**  
**A RESOLUTION TO APPROVE THE CREATION OF CLASSIFIED SERVICE**  
**APPOINTMENT OF "TERM"**

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**APPROVED AS TO FORM ONLY:**

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
County Attorney                      Date

\_\_\_\_\_  
Ryan Schwebach, Chair

\_\_\_\_\_  
Kevin McCall, Member

\_\_\_\_\_  
Javier Sanchez, Member

**ATTEST:**

\_\_\_\_\_  
Linda Jaramillo, County Clerk

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



*Agenda Item  
No. 11-C*

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 Kevin McCall, District 1  
Commissioner Ryan Schwebach, District 2  
Commissioner Javier E. Sanchez, District 3  
**County Manager**  
Wayne Johnson  
**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: Tracy Sedillo Treasurer's Office  
First Last Department / Company / Organization Name

Today's Date: 2-6-19 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 4802 Fax Number: \_\_\_\_\_  
Would you like this Agenda Faxed to you? Yes No

Email Address: tsedillo@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 - Cash On Hand Policy

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

Has this been reviewed by Grant Committee? YES  NO  N/A 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  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: \_\_\_\_\_





**State of New Mexico  
County of Torrance  
Resolution # 2019-\_\_\_**

**Cash on Hand Policy**

**WHEREAS**, the Governing Body in and for the County of Torrance, State of New Mexico met in regular session on Wednesday, February 13, 2019; and,

**WHEREAS**, the County departments have a need to have cash on hand for change drawers when taking payments from the public; and,

**WHEREAS**, Torrance County needs a policy to regulate cash on hand and the procedure to obtaining cash for cash drawers and,

**WHEREAS**, the County Manager and County Treasurer are hereby authorized to execute this policy; and

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Board of County Commissioners, Torrance County, State of New Mexico hereby authorizes this cash on hand policy with the following stipulations:

1. A form to request cash on hand be developed by the County Manager and County Treasurer to capture all the necessary information for the establishment or increase of a cash drawer.
2. The form must be approved and signed by the Department Head requesting the cash drawer, the County Manager, the County Treasurer and the Employee issuing the check.
3. A check be issued from internal bank TR to the Torrance County Treasurer.
4. The check must be approved and signed by an authorized bank signer(s).
5. The check must be endorsed and cashed by the County Treasurer.
6. The request form must be signed by an employee of the bank at the time the check is cashed.
7. A change drawer log must be completed and signed by the County Treasurer and the Department Head upon delivery of the cash to the requesting department.
8. All forms and records will be retained in the County Treasurer's office for audit review.

**RESOLVED:** In Regular Board Session this 13<sup>th</sup> day of February 2019.

**TORRANCE COUNTY COMMISSION**

**Attest:**

\_\_\_\_\_  
**Kevin McCall, District 1**

\_\_\_\_\_  
**Ryan Schwebach, District 2**

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

\_\_\_\_\_  
**Javier E. Sanchez, District 3**



*Agenda Item  
No. 11-D*

TORRANCE COUNTY RESOLUTION

Resolution No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE COUNTY TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION TO PARTICIPATE IN THE LOCAL DWI GRANT AND DISTRIBUTION PROGRAM AND DELEGATING AUTHORITY.**

**WHEREAS**, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA 1978 as amended to address the serious problems of Driving While Intoxicated (DWI) in the State; and

**WHEREAS**, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence domestic abuse related to DWI, DWI, alcoholism and alcohol abuse; and

**WHEREAS**, the county DWI planning council and other governmental entities approval must be received in order to apply for grant and distribution funding; and

**WHEREAS**, the County along with participating agencies is making application to the Department of Finance and Administration, Local Government Division for program funding.

**NOW THEREFORE, BE IT RESOLVED** by the governing body of the TORRANCE COUNTY COMMISSION \_ that the County Chairperson, or designee \_ , on behalf of the County and all participating entities is authorized to submit an application for Distribution and/or Grant Fiscal Year 2020 program funding under the regulations established by the Local Government Division.

**APPROVED AND ADOPTED** by the governing body at its meeting of JANURY 23 \_ , 20 19 \_ .

\_\_\_\_\_  
County Commission Chairperson/Designee

Attest:

\_\_\_\_\_  
DWI Planning Council Representative

\_\_\_\_\_  
County Clerk (SEAL)



*Agenda Item  
No. 12-A*

# STATEMENT OF ASSURANCES

## Local DWI Grant and Distribution Program

Fiscal Year 2020: July 1, 2019 – June 30, 2020

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

1. Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the NMAC Title 2, Chapter 110 Part 4 Regulations, and the approved LDWI Guidelines.
2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (minimum 10%) of costs of the project, including all project overruns.
3. Compliance with the State Procurement Code, Sections 13-1-21 through 13-1-199, NMSA 1978 as amended, with the exception of Home Ruled Governments. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Local Government Division prior to execution.
4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include the Exhibit F, the Local DWI Distribution Fund Financial Status Report. Grant programs will include the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall include a narrative of successes and challenges, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Screening and Tracking Report, the Managerial Data Set, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for **indirect administrative costs** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.
6. Compliance with the requirement to not budget, nor expend, greater than **ten percent** of the grant amount awarded or the amount distributed for **capital purchases** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall

specify all capital purchases. **The ten percent cap for capital purchases does not exist with detoxification funding grants.**

7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter Grant Fiscal report due by the 10<sup>th</sup> of July and the fourth and final narrative and distribution fiscal reports for the fiscal year due the last working day of July. Annual protocols for the screening, treatment, and compliance monitoring components are due the last working day of July for the current fiscal year. The annual reports which include program evaluation are due the last working day of July for the prior fiscal year.
8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options (a list of available providers) for alcohol related treatment and will not be *mandated* to a particular treatment agency.
9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
11. Grant program under runs revert to the Local DWI Grant Fund.
12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of state General Funds.
13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.
16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period stated in the Local DWI Grant Fund Agreement following completion of all the conditions of the grant agreement and the distribution program administrative guidelines.
17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.
18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

\_\_\_\_\_  
County Commission Chairperson (or Designee) (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





*Agenda Item  
No. 12-B*

## MEMORANDUM OF UNDERSTANDING

The TORRANCE COUNTY DWI Program (hereinafter referred to as the "Program") and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program (hereinafter referred to as "Division") hereby exchange the following assurances and enter into the following Memorandum of Understanding (MOU):

The Division assures:

1. That Division is in full compliance with the provisions concerning security for records and research activities in accordance with Federal Confidentiality regulations, 42 CFR Part 2.16 and 2.52.
2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Division acknowledges it is bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2.
4. That the Division shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.
5. That the Division is not a "covered entity" as defined by the Department of Health and Human Services Regulations entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
6. That the Division shall never possess treatment or maintain any "individually identifiable health information" or transmit "protected health information" as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Division or other parties authorized with client records for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome monitoring research activities, and evaluation of LDWI Program interventions.
2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
3. Report or transmit data to the Division that deletes and contains no "individually identifiable health information" or "protected health information" as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

\_\_\_\_\_  
County Commission Chairperson (or Designee)  
(Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
, Director  
Local Government Division



*Agenda Item  
No. 12-C*

## DOH ASSURANCES AND COOPERATIVE AGREEMENT

The TORRANCE COUNTY County/Municipality DWI Program referred to as the "Program" and the New Mexico Department of Health (DOH), Epidemiology and Response Division (ERD) hereby receives the following assurances and enters into the following cooperative agreement, to carry out the requirements of the evaluation MOU between DOH and the Department of Finance and Administration:

The DOH:

1. Acknowledges that it is in full compliance with the provisions concerning research activities in accordance with Federal confidentiality regulations, 42 CFR 2.16 and 2.52, including:
  - a. That a research protocol is maintained in accordance with the security requirements of 42 CFR 2.16; and
  - b. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained; and no individual client will be identified in any report resulting from any epidemiologic research; and
2. Acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the ERD is fully bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2: and
3. Resists any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.

The Program:

1. Agrees to allow the ERD access to client records from the web based client screening and tracking system for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome monitoring research activities.

This agreement will become effective on July 1, 2019.

This agreement will expire on June 30, 2020.

\_\_\_\_\_  
County Manager or other authorized official (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Landen, MD, MPH,  
State Epidemiologist and  
Director Epidemiology and Response Division  
New Mexico Department of Health  
Harold Runnels Building  
1190 St. Francis Drive  
Santa Fe, NM 87502

\_\_\_\_\_  
Date



*Agenda Item  
No. 12-D*

**Distribution and Grant Funding Application Cover Sheet  
Local DWI Grant Program  
Local Government Division - DFA**

County/Municipality: TORRANCE COUNTY Application Date: 3/1/2018

**Program Contact Person:**

Name: Tracey Master  
Address: PO Box 48  
City, Zip: Estancia NM 87016  
Telephone: 505-705-0332  
E-Mail: tmaster@tcnm.us

**Fiscal Agent as listed on current W-9:**

Contact Person: Tracy Sedillo  
Mailing Address: PO Box 318  
City, Zip: Estancia, NM 87016  
Telephone: 505-544-4802  
E-Mail: tsedillo@tcnm.us

**Indicate amounts budgeted for each program area.**

	<u>Distribution</u>	<u>Grant</u>	<u>Component Total</u>
Prevention	<u>48,071.00</u>	<u>56,321.00</u>	<u>104,392.00</u>
Enforcement	<u>11,650.00</u>	<u>8,037.00</u>	<u>19,687.00</u>
Screening	<u>-</u>	<u>8,037.00</u>	<u>8,037.00</u>
Domestic Abuse	<u>-</u>	<u>11,537.00</u>	<u>11,537.00</u>
Treatment	<u>-</u>	<u>21,537.00</u>	<u>21,537.00</u>
Compl. Mtr./track	<u>4,550.00</u>	<u>8,037.00</u>	<u>12,587.00</u>
Coord/Plan& Eval.	<u>10,025.00</u>	<u>8,037.00</u>	<u>18,062.00</u>
Alt. Sentencing	<u>23,500.00</u>	<u>8,037.00</u>	<u>31,537.00</u>
<b>Total</b>	<u><b>97,796.00</b></u>	<u><b>129,580.00</b></u>	<u><b>227,376.00</b></u>
	<b>Total Distrib. Request</b>	<b>Total Grant Request</b>	<b>Total Program Request</b>

**Certification:**

The attached resolution adopted by the governing body of TORRANCE COUNTY on February 13, 2019 authorizes the  
(Applicant) (Date)  
applicant to file this application for assistance from the State of New Mexico. To the best of my knowledge,  
the information presented in this application is true and correct.

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Signature of County Commissioner/Mayor





*Agenda Item  
No. 12-E*

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: Ben Daugherty Dispatent  
First Last Department / Company / Organization Name

Today's Date: 1/23/19 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505 384 91031 Fax Number: 505 384 9635  
Would you like this Agenda Faxed to you? Yes No

Email Address: \_\_\_\_\_

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: 2/13/19

Brief explanation of business to be discussed:  
Renewal of lease for Bizhub Copier

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

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: \_\_\_\_\_

**TERMS OF AGREEMENT (continued)**

**8. PRODUCTS DELIVERY AND USE.** You understand and agree that we are not responsible for packaging, delivery, installation or testing of the Products. You (and/or the Vendor, if you have made such arrangements with the Vendor) are responsible for all such matters. You agree that you will not have any complaint against us if the Vendor or any other person improperly packages the Products or delays in delivering or installing them. **YOU REPRESENT TO US THAT THE PRODUCTS WILL BE USED ONLY FOR COMMERCIAL, BUSINESS OR AGRICULTURAL PURPOSES, AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.** In addition, you agree not to attach the Products to any realty or otherwise permit to become a "fixture" to real estate or a structure thereon, nor will you trade it in, make alterations to it, sell or dispose of it without our prior written permission. You shall not allow any liens or encumbrances (for example, a mechanic's lien) to be placed on the Products. You will keep and use the Products only at the address listed above, will not move or return them prior to the end of the Agreement term and will not allow the Products to be used outside of the United States.

**9. MAINTENANCE AND SERVICE.** You agree that we are not responsible for installation, maintenance, repairs or service to the Products. You agree to use the Products strictly in the manner for which it is intended by the manufacturer, and you shall maintain the Products in good operating order. At the end of the term of the Agreement, unless you have been given a written option to purchase the Products and you make the purchase, you will be liable for all damage or distress to the Products. Your Payments may include amounts you owe to the Vendor under a separate maintenance, service and/or supply arrangement. We may invoice such amounts on the Vendor's behalf for your convenience. You agree that any claims related to maintenance, service or supplies will not impact your obligation to pay us the full amount due under the Agreement.

**10. AGREEMENT ASSIGNMENT; SUBLEASE OF PRODUCTS.** You agree that you may not assign, transfer or sell any of your rights or interests under the Agreement to any other person or entity, nor may you sublease or rent any of the Products to any other person or entity. However, you agree that we may assign, transfer, sell, pledge or otherwise encumber any or all of our rights and interests under this Agreement (including our rights and interests in the Products) to any other person or entity (including a bank or other secured party or a buyer) (collectively, a "third party") without prior notice to you. Such third party may also assign, transfer, sell, pledge or otherwise encumber its rights and interests. In this event, you agree that such third party, or its assignee or transferee, will receive all the rights and interests we had under the Agreement but none of our obligations or liabilities, if any. We will continue to be responsible for all such liabilities and will retain and honor all such obligations, if any. You promise and agree that you will not assert any claims, counterclaims, defenses or setoffs against such third party. You hereby acknowledge that any transfer of our rights and/or interests to a third party would not materially change your obligations under the Agreement or increase your risks.

**11. DAMAGE TO PRODUCTS; RISK OF LOSS OF PRODUCTS; INSURANCE.** You agree that we are not liable or responsible for any damage to the Products, or any loss of or casualty to the Products from any cause whatsoever. **NO SUCH DAMAGE, CASUALTY OR LOSS WILL AFFECT YOUR RESPONSIBILITIES AND OBLIGATIONS UNDER THE AGREEMENT.** You will notify us in writing within 5 days of any Products becoming lost, stolen or damaged. If any Products are lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any Products, you will promptly pay us, within 10 days of our demand, an amount equal to Marlin's Loss as defined in Section 17 with respect to such item at the time of payment based on the proportion that the original cost of such item bears to the total cost of all items of Products. Upon payment of such amount to us, such item shall become your property, we will transfer to you, without recourse or warranty, all of our right, title and interest therein, the rent with respect to such item will terminate, and the rental payments on the remaining items will be reduced accordingly. You shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received will be credited to your obligation under this section and you will be entitled to any surplus. Whenever the Products are damaged and such damage can be repaired, you shall, at your expense, promptly effect such repairs as we deem necessary for compliance with section 10 above. You must maintain acceptable liability insurance with a minimum limit of \$1 million per occurrence naming us as "additional insured". You must keep the Products insured against all risks of loss in an amount equal to the replacement cost and have us listed on the policy as "loss payee" with a Lender's Loss Payable endorsement for the entire term of the Agreement. If you do not give us proof of the required insurance within 30 days after the Agreement commences (or within 30 days of any subsequent renewal date), then depending on the original cost of the Products we may, but are not obligated to, obtain insurance to cover our interests and charge you a fee for such coverage (including a monthly administration fee and a profit to us). You can cancel the insurance coverage fee at any time by delivering the required proof of insurance.

**12. TAXES AND CERTAIN FEES RELATING TO THE AGREEMENT OF THE PRODUCTS.** You agree and understand that the amounts we are charging you to rent the Products do NOT cover taxes, governmental fees and similar types of costs. Accordingly, you agree to pay us upon demand for all taxes (including but not limited to sales, property, use and other taxes), administrative costs and other charges and fees relating to this Agreement or to the use or ownership of the Products. We may adjust this Agreement and the monthly (or other periodic) Payment amount to finance for you any taxes due at Agreement inception. We may bill you based on our estimate of the taxes or based on actual assessments we receive. We may charge you an annual property tax administration fee up to \$25. If we gave you a \$1.00 purchase option, we may require you to file all personal property tax returns.

**13. TITLE TO THE PRODUCTS.** You agree that the Products are and will remain throughout the term of the Agreement solely our property. We will have title to the Products throughout the term, and this is a "true lease." You hereby grant us a first priority security interest in the Products and you authorize us and our agents to file Uniform Commercial Code Financing Statements recording such security interest (in case this is later determined not to be a "true lease").

**14. YOUR REPRESENTATIONS TO US.** The person signing this Agreement on behalf of the customer hereby represents and warrants to Marlin that this Agreement has been authorized by any and all action required of the corporation, partnership, limited liability company or other form of business (whichever applies in your case), and no consent of any other person or entity is necessary; the Customer entity has complete power to enter into this Agreement, and the person signing on behalf of the Customer has been authorized to do so; the Agreement is a legal, valid and binding obligation of the Customer entity, and enforceable against the Customer in accordance with its terms; all factual statements made in this Agreement and all other information supplied to us by the Customer entity or your representatives, is accurate and complete in all material respects. All prior conversations, agreements and representations relating to this Agreement or the Products are integrated herein. You will promptly execute and deliver to us such further documents and take such further action as we may request in order to carry out more effectively the intent and purpose of this Agreement.

**15. DEFAULT DEFINED.** You will be in default under this Agreement if any of the following events occur: (a) you fail to make any rental Payment or pay any other amount due under this Agreement by its due date; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become deceased (if the Customer entity under this Agreement is one or more natural persons); go out of business, admit your inability to pay your debts as they fall due, become insolvent, make an assignment for the benefit of your creditors, file (or have filed against you) a petition in bankruptcy, a trustee or receiver of your business assets is appointed; or you sell all or substantially all of such assets; (d) you allow a controlling interest in the Customer (you) to be sold, transferred, or assigned to any person(s) or entity(ies) other than those who hold a controlling interest as of the date hereof whether by merger, sale or otherwise; (e) you enter into any merger or reorganization in which the Customer is not the surviving entity; or (f) you allow a Blocked Person to have ownership interest in or control of Customer. "Blocked Person" means any person or entity that is now or at any time (A) on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list, or (B) whose

property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government or (C) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Marlin, to be a person with whom Marlin is not permitted to extend credit to or with regard to whom, a Customer relationship may result in penalties against Marlin or limitations on a lessor's ability to enforce a transaction.

**16. OUR REMEDIES UPON DEFAULT.** In the event you default under this Agreement, as defined above, we will have the right to take ANY OR ALL of the following actions, in addition to any and all other remedies that may be available to us under law: (a) terminate the Agreement without prior notice or warning to you; (b) directly debit, via the Automated Clearing House (ACH) system, any Payment(s) due or amounts owed to us from any bank account(s) we have on file for you or that you may provide us with from time to time and, in doing so, you agree to be bound by NACHA Operating Rules; (c) file a lawsuit against you to collect the Marlin's Loss. "Marlin's Loss" means the sum of (1) all past due rent Payments then due plus (2) all rent Payments that will become due in the future during the unexpired term discounted from the dates the respective rent Payments would be due at a discounted rate of 3% per annum, plus (3) the "residual value" of the Products as determined by us in our sole but reasonable judgment, plus (4) all other fees, charges or amounts that are then due. You agree to pay all of our reasonable legal costs, including but not limited to reasonable attorney's fees, and/or reasonable overhead for employee time spent on preparing for suit or attempting to collect Payments; and/or (d) repossess or disable the Products or apply to a court for an order allowing repossession. In this event, you agree that, after the Products are repossessed or disabled, you will have no further rights in the Products, and you agree we may resell, re-lease or otherwise remarket the Products without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to disable, repossess, resell, re-lease or otherwise remarket the Products at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law. No delay or omission on our part in exercising any rights hereunder shall operate as a waiver of any of our rights and a waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon us unless it is in writing and signed by us.

**17. PERSONAL JURISDICTION OVER YOU IN PENNSYLVANIA, PLACE FOR ANY LAWSUIT.** You hereby acknowledge that this Agreement was accepted by us in Pennsylvania, where we maintain an office, and it did not take effect until we received the executed legal documents in our Pennsylvania office. Accordingly, YOU AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. YOU AGREE THAT ANY SUIT RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN A STATE OR FEDERAL COURT IN PENNSYLVANIA, AND YOU IRREVOCABLY CONSENT AND SUBMIT TO THE JURISDICTION OF SUCH COURTS, AND WAIVE ANY CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT OR IMPROPER FORUM. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL. Any action by you against us must be commenced within one year after the cause of action arises or be forever barred. We and you have agreed that a scanned, facsimile or electronic copy of this Agreement and of the signatures of both parties shall be as valid, authentic and legally binding as an original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and the execution of the Agreement. Our copy of this Agreement will be deemed chattel paper and evidence your monetary obligation to us. Any written notice hereunder to Customer or Marlin shall be deemed to have been given when delivered personally or deposited with a recognized overnight courier service or in the United States mail, postage prepaid, addressed to recipient at its address set forth on the first page of this Agreement or at such other address as may be last known to the sender.

**18. TAX BENEFITS BELONG TO MARLIN.** The following applies to this Agreement UNLESS, at the commencement of this Agreement, we execute and deliver to you a document signed by an executive officer of Marlin giving you the option at the end of the Agreement term to purchase the Products for one dollar (\$1.00). For all state, federal and local tax purposes, we (or our successors and assigns) are the sole owner of the Products and we are entitled to all tax benefits relating to the Products, including but not limited to tax credits, depreciation and deductions. You agree not to do anything that is inconsistent with our ownership of the Products. You agree not to claim to be the owner of the Products on any tax returns or in any other document or for any other purpose. If you do anything or file anything that causes us to lose any such tax benefit contemplated above, or if we suffer any harm, damage, cost, loss, liability (for example, if interest or tax penalties are imposed against us), or if any suit or proceeding is brought against us, arising out of your breach of any of the agreements you have made in this section, you agree to hold us harmless, defend us and indemnify (reimburse or pay) us with respect to the amount of such lost benefits or other damage, loss, cost (including reasonable attorneys fees) or liability. This duty to indemnify us shall survive the termination of this Agreement.

**19. OTHER INDEMNIFICATION.** You understand that we have no control over your use of the Products and for the amount of rent we are charging we cannot agree to accept any financial, liability or other risks relating to the use or ownership of the Products. Accordingly, you agree to hold us harmless, indemnify (pay or reimburse) and defend us against all claims, liabilities, losses, suits, proceedings, damages, costs (including reasonable legal fees) relating to this Agreement or to the use or ownership of the Products, including but not limited to claims for death or injury to persons and claims for property damage. This duty to indemnify shall survive the termination of this Agreement.

**20. RETURN OF THE PRODUCTS; RENEWAL.** You may purchase all of the Products for the Products Purchase Option amount above. Unless your Products Purchase Option is \$1.00, you will give us written notice by certified mail between 60 and 90 days before the expiration of the initial Agreement term (or any renewal term) of your intention to return the Products or purchase the Products. After you have (i) paid all amounts owing under the Agreement and (ii) given us the proper and timely notice, then at the end of the Agreement Term, you shall return the Products pursuant to the instructions we provide to you. You agree to reimburse us for our costs to refurbish returned Products for damage beyond normal wear and tear. You are solely responsible for removing all data/information stored on the Products prior to its return. If you fail to notify us as provided herein, this Agreement will extend on a month to month basis, until you have given at least 60 days written notice of your intention to return or purchase the Products.

**21. FISCAL FUNDING.** You warrant that you have funds available to pay all Payments payable under this Agreement until the end of your current appropriation period. If your legislative body or other funding authority does not appropriate funds for the Payments for any subsequent appropriation period and you do not otherwise have funds available to lawfully pay the Payments (A "Non-Appropriation Event") you may, subject to the conditions herein and upon prior written notice to us (the "Non-Appropriation Notice"), effective 60 days after our receipt of such notice, terminate the Agreement and be released of its obligations to make all Payments due to us after the Non-Appropriation Event date. As a condition for exercising your rights under this Section you shall provide to us: (a) a certification of a responsible official that a Non-Appropriation Event has occurred, (b) deliver to us an opinion of your counsel addressed to us verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (c) return the Products subject to this Agreement on or before the Non-Appropriation Event date to a location designated by us, in the condition required by, and in accordance with the return provisions of, this Agreement and at your expense, and (d) pay us all sums due and outstanding to us under the Agreement up to the Non-Appropriation Event date. In the event of any Non-Appropriation Event, we shall retain all sums paid by you, including any security deposit or advance rentals. This Section is not intended to permit you to terminate this Agreement et al, for convenience or for any other reason except non-appropriation.



*Agenda Item  
No. 12-F*

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: Ben Daugherty Dispatch  
First Last Department / Company / Organization Name

Today's Date: 2/4/19 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-384-2705 Fax Number: 505-384-9635  
Would you like this Agenda Faxed to you?  Yes  No

Email Address: bdaugherty@torrancecounty911.com

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

Brief explanation of business to be discussed:  
Simulcast radio maintenance service agreement with Motorola

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

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: \_\_\_\_\_



# SERVICE AGREEMENT

1299 E Algonquin Rd  
 Attn: National Service Support, IL06 Door # 82  
 Schaumburg, IL 60196

Contract Number: USC000048834  
 Contract Modifier: R1

Date: 10/03/2018

Company Name: TORRANCE COUNTY OFFICE
Attn:
Billing Address: PO BOX 449
City, State, Zip: MC INTOSH , NM, 87032
Customer Contact: Dorothy Rivera
Phone: 505-384-2705

Required P.O. :  
 Customer # : 1012507276  
 Bill to Tag # :  
 Contract Start Date : 01-Jan-2019  
 Contract End Date : 30-Jun-2019  
 Anniversary Day : Jun 30th  
 Payment Cycle : MONTHLY  
 PO # :

Qty	Service Name	Service Description	Monthly Ext	Extended Amt
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$128.91	\$9,281.89
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$59.86	\$4,309.84
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$10.71	\$771.31
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$24.25	\$1,745.52
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$27.27	\$1,964.27
	SVC01SVC2012C	SP - CONTRACT ADMINISTRATION SERVICE	\$28.63	\$2,060.92
			Subtotal - Recurring Services	\$279.64
			Subtotal - One-Time Event Services	\$0.00
			Tax	\$0.00
			Total	\$279.64
				\$21,521.08
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA				

**SPECIAL INSTRUCTIONS:**

70-000-16-00014AJ, Amendment 5.

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



# SERVICE AGREEMENT

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Contract Number: USC000048834  
Contract Modifier: R1

---

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

---

CUSTOMER (PRINT NAME)

---

<i>Christopher C. Aerts</i>	Customer Support Manager	10/05/2018
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE

---

Christopher C. Aerts	(575) 202-8111
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name : TORRANCE COUNTY OFFICE  
Contract Number : USC000048834  
Contract Modifier : R1  
Contract Start Date : 01-Jan-2019  
Contract End Date : 30-Jun-2019

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Contract Number: USC000048834  
Contract Modifier: R1

## 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 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.

### 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



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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. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. 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

8.2 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. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index ([https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex\\_midwest.htm](https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm)), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the 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 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### **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**

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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.

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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.

Revised June 16, 2018



*Agenda Item  
No. 13-A*



*Agenda Item  
No. 13-B*



**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: 1-24-19 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

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

Email Address: \_\_\_\_\_

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

Brief explanation of business to be discussed:  
Torrean Acequia & Torrance County Memorandum  
of Understanding - Discussion

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

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: \_\_\_\_\_



*Agenda Item  
No. 14*



*Agenda Item  
No. 15*





*Agenda Item  
No. 16*