



TORRANCE COUNTY
COMMISSION MEETING
August 14, 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

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, August 14, 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**
- 6. BOARD AND COMMITTEE APPOINTMENTS**
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
 - A. COMMISSION:** Motion to approve the July 24, 2019 Torrance County Board of County Commission Minutes.
- 9. APPROVAL OF CONSENT AGENDA**
 - A. FINANCE:** Approve of Payables.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
- 11. ADOPTION OF RESOLUTION**
 - A. ROAD:** Updated Contract, Project No. CAP-5-20(472), Resolution No. 2019- _____
 - B. ROAD:** Updated Contract, Project No. SP-5-20(186), Resolution No. 2019- _____
 - C. ROAD:** Updated Contract, Project No. SB-7803(105)20, Resolution No. 2019- _____

- D. **TREASURER:** Torrance County Investment Policy, Resolution No. 2019- _____
- E. **MANAGER:** Torrance County Grant Program Management Policies and Procedures, Resolution No. 2019- _____
12. **APPROVALS**
- A. **MANAGER:** Approval of Contract between Torrance County and Presbyterian Medical Services, (RPHCA).
- B. **FIRE:** Discussion and approval to apply for a lease cancellation of our Certificate of Public Convenience and Necessity with Superior Ambulance.
13. **DISCUSSION**
- A. **MANAGER: PUBLIC HEARING** for Infrastructure Capital Improvement Plan (ICIP).
- B. **MANAGER:** Update on Appropriation funds for Punta de Agua.
- C. **MANAGER:** Discuss the Mesalands Training Trailer.
- D. **TREASURER:** Board of Directors Update.
- E. **PLANNING & ZONING:** P&Z Board recommendation- "Vacation of Val Verde Estates Subdivision".
14. **EXECUTIVE SESSION**
15. **Announcement of the next Board of County Commissioners Meeting:**
August 28, 2019 9:00 am
16. **Signing of Official Documents**



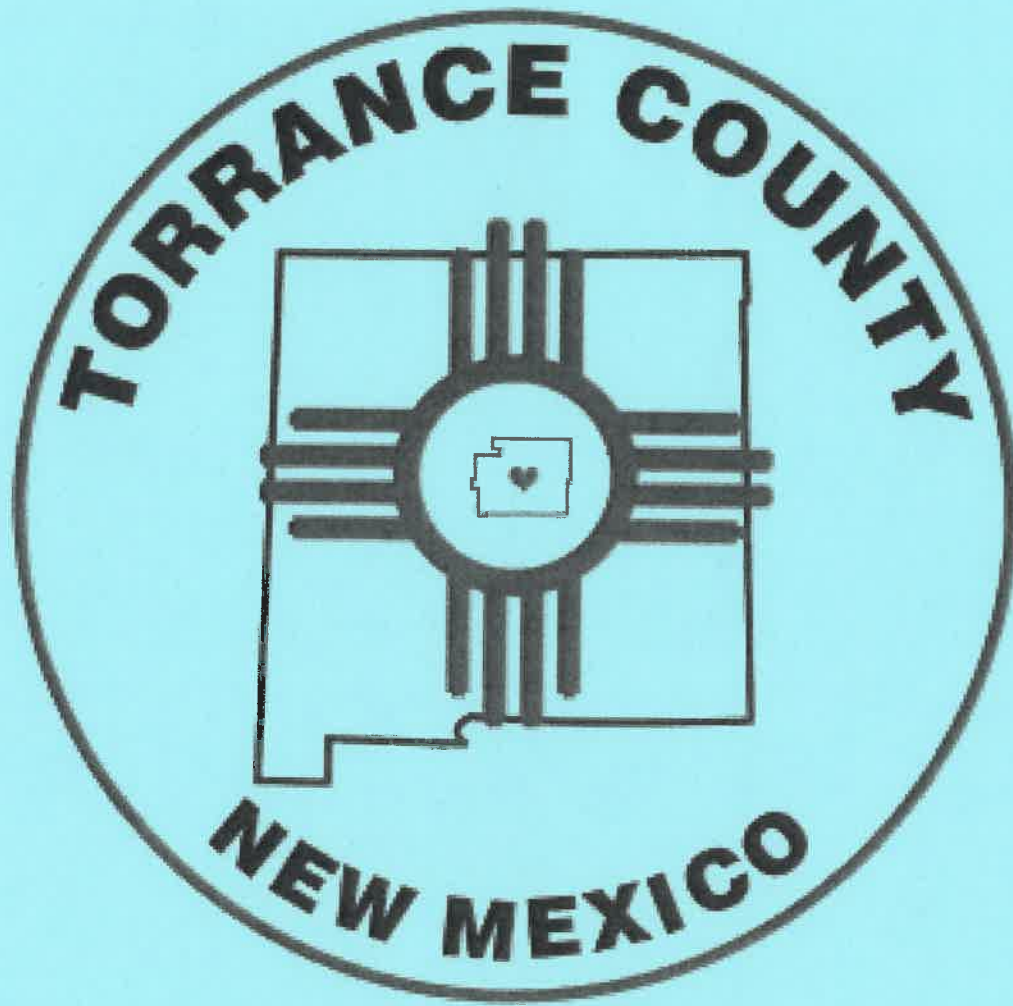
*Agenda Item
No. 1*



*Agenda Item
No. 2*



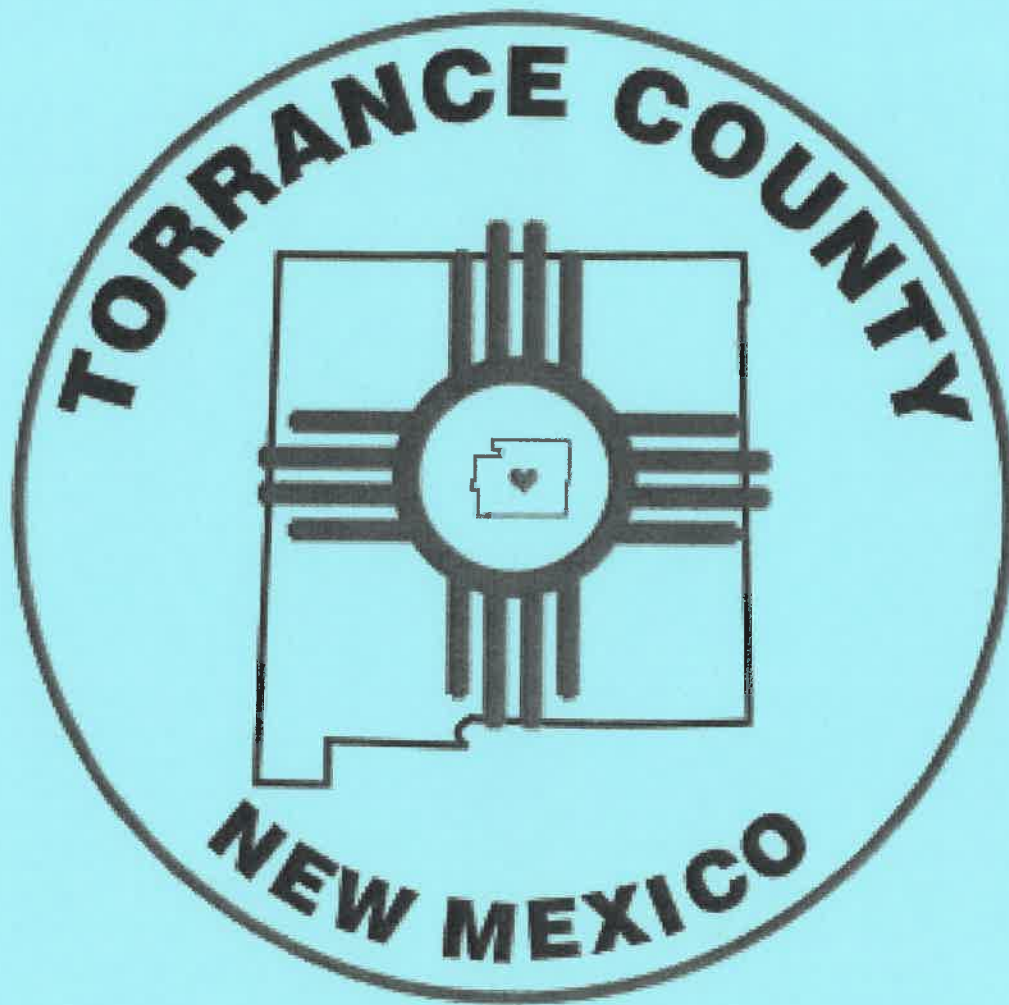
*Agenda Item
No. 3*



*Agenda Item
No. 4*



*Agenda Item
No. 5*



*Agenda Item
No. 6*



Agenda Item
No. 7



*Agenda Item
No. 8-A*

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
July 24, 2019
9:00 AM

Commissioners Present: RYAN SCHWEBACH – CHAIR
JAVIER SANCHEZ – MEMBER
KEVIN MCCALL – MEMBER

Others Present: WAYNE JOHNSON – COUNTY MANAGER
BELINDA GARLAND – DEPUTY COUNTY
MANAGER

JOHN BUTRICK – COUNTY ATTORNEY
LINDA JARAMILLO – COUNTY CLERK
GENELL MORRIS – ADMIN ASSISTANT

1. Call Meeting to order

Chairman Schwebach: Calls July 24, 2019 Regular Commission Meeting to order at 9:03 AM

- 2. Pledge lead by Chairman Schwebach**
Invocation lead by Chairman Schwebach

3. Changes to the Agenda:

County Manager – Defer 10A to a later date, we were presenting the 2009 fire code but the state has gone to the 2015 Edition of the International Fire Code. We will review the 2015 fire code and bring you any changes.

- 4. PROCLAMATION - None**

- 5. CERTIFICATES AND AWARDS- None**

- 6. BOARD AND COMMITTEE APPOINTMENTS – None**

7. PUBLIC COMMENT and COMMUNICATIONS

Bob Boylan - Family Hemp Farm: Recently it has been brought up about male pollen plants as an issue. We have a continue production license and an annual

production license. We do all of our breeding in a greenhouse environment, we are a container grower. Our males are controlled they are not in a field. I want you as fellow farmers to be aware of this. There are different types of Hemp farms, a lot are field grown, we are artisan production CBD. Everything we do is in containers it's very intimate, it's plant to plant. There is a lot going on in the state with the emergency ruling. I think the farmers are going to sue for an injunction, to get in front of the Department of Environment. While trying to make it safer, they are putting standards under instant GMP and want to add a lot of extra fees in the middle of the grow season. Plus the commission as farmers their concern should be the people making these rules, for example, are putting the drying process as part of manufacturing. There is a big disassociation from real world and the rules they are trying to make. This will be \$3000 or more of license fees plus all the ancillaries to get to code. It is very difficult for any one that is trying to bring a brand to market. We are dealing with F1 cultivars, which is fino type differences in those cultivars. When the state comes to inspect us, depending on what plants they grab some plants my test hot and some may not and they are the exact same seed set. If we interfere with breeding we are cutting away the program and the ability to stabilize a more reliable stock.

Chairman Schwebach: You are saying to be cautious before we pass the resolution or ordinance. Please get us your contact information. When that time comes we will be leaning on the industry to develop one if needed.

Bob Boylan - Family Hemp Farm: We want to make sure all the stakeholders are informed, you have 120 acres vs. our 2 & 3 acres. If this is going to succeed in Torrance County the 2 & 3 acres have to be financially viable. This Commission is welcome to come tour the farm and we can explain how it works.

John Butrick - County Attorney: The issue regarding designated polling places and consolidating precincts has been resolved. District court rendered our motion and we are allowed to use the precincts and polling locations and voting convents centers as you designated.

8. APPROVAL OF MINUTES

A. COMMISSION: Motion to approve the July 10, 2019 Torrance County Board of County Commission Minutes

Commissioner McCall: Motions to approve July 10, 2019 Torrance County Board of County Commission Minutes

Commissioner Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

9. APPROVAL OF CONSENT AGENDA

A. FINANCE: Approval of Payables

Commissioner McCall: Motion to approve the Consent Agenda

Chairman Schwebach: Seconds the motion.

All in favor: MOTION CARRIED

10. ADOPTION OF ORDINANCE/PUBLIC HEATING

A. FIRE: Motion to approve publication of the 2009 Edition of the International Fire Code

Chairman Schwebach: Deferred

11. ADOPTION OF RESOLUTION

A. FINANCE: Approval of 4th Quarter Report, Resolution No. 2019-41

Tracy Sedillo – County Treasurer: Presenting on behalf of finance. The finance director is at training this week. This is the 4th quarter report that the resolution is approving. This is the only quarterly report that has to be approved by resolution because it is the final report certifying the ending cash balances.

Chairman Schwebach: Motion to approve 4th Quarter Report, Resolution No. 2019-41

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

B. FINANCE: Approval of Resolution adopting proposed FY20 Budget, Resolution No. 2019-42

Tracy Sedillo – County Treasurer: This is an updated Recap. There were 3 line items that were inactive, there was activity in them changing the cash balance by \$642.00. This is the adopting budget resolution, the only thing that has changed

about the budget is the beginning cash balances. Any other changes have to be made by resolution.

Chairman Schwebach: Motion to approve Resolution adopting proposed FY20 Budget, Resolution No. 2019-42

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

12. APPROVALS

A. MANAGER: Approval of revised grant Program Management Policies and Procedures.

Cheryl Allen - Grant Coordinator: You have previously approved a version of this a few weeks ago, a few changes needed to be made. In section 1 coordination of grant policy and grant operation previously said County Manger now states County Manger and County designee. On page 2 we added to the grant coordinators responsibility of maintaining the SAMS registration. On Page 5 Reads: If the grant agreement deadline does not permit for Board review during a regularly scheduled Board meeting, and if a grant specifies a match from the County of \$20,000 or less, the County Manager and County Attorney are authorized to approve and sign the grant agreement. The Board must ratify the agreement at the earliest Board meeting to authorize the financial commitment. This was added in the event we are faced with a tight deadline.

Wayne Johnson – County Manager: We have this week an Emergency grant that is due on Friday. We didn't put it on the agenda but this is an example where it requires no match from the county, we are looking for emergency funding for vehicles. The earliest we could call a special meeting would be Friday. It doesn't make sense to get you all together just to approve something that costs the county nothing. We tried to create a moderately low match dollar amount, so the County Manger can determine if to proceed with the application.

Commissioner McCall: Match up to \$20,000?

Cheryl Allen - Grant Coordinator: Yes, up to \$20,000 of a match. We can change that amount.

Chairman Schwebach: That's a little high. What this Resolution says is the County Manger and attorney can commit \$20,000 of county funds and matching funds to a grant.

Commissioner McCall: How about \$10,000?

Chairman Schwebach: \$10,000 would be better. Do we have funds set aside for this?

Wayne Johnson – County Manager: No

Chairman Schwebach: What happens if that does go through, comes to the Commission and we don't ratify it?

Wayne Johnson – County Manager: We would have to withdraw the application.

Chairman Schwebach: How does it look if we start bringing back grant applications and say we don't want to commit to that?

Cheryl Allen - Grant Coordinator: It doesn't look great but most grants have a provision for amendments.

Wayne Johnson – County Manager: If you are uncomfortable with that amount, make the motion changing the amount. None of us will be here in 20 years and it may be this provision that trips you up down the road. It does give the County Manger more authority. You need to be comfortable that a County Manger won't abuse this type of authority or discretion.

Commissioner Sanchez: What is the advantage?

Wayne Johnson – County Manager: When we have a tight deadline. Sometimes the grants don't come to our attention in time for us to bring it to the board at our regular scheduled meeting.

Commissioner Sanchez: This is for submitting an application, once the sub grant agreement is issued, it still has to come back for the Commission's approval?

Wayne Johnson – County Manager: Yes, it doesn't change.

Commissioner Sanchez: This would allow you to catch as much funds as possible but we would still have ultimate veto power when it comes to signing a sub grant agreement.

Wayne Johnson – County Manager: You are correct, I would never put the commission in a position where they didn't have some off ramps on a decision they were cut out of due to a deadline.

Cheryl Allen - Grant Coordinator: This paragraph is approval of the contract, not just submitting an application. You may want to consider, in kind matches. You may want to put a \$20,000 limit if it's an in kind match and \$10,000 If it's a cash match.

Commissioner McCall: Can we change it to where it's not ultimate approval?

Wayne Johnson – County Manager: That is how it is currently written. We would bring it back to you at the next regular scheduled meeting.

Commissioner McCall: Can we change the verbiage on that?

Wayne Johnson – County Manager: It has to be ratified at the next meeting.

Chairman Schwebach: I'm reluctant to go to \$20,000, I'm good with \$10,000 and in kind and in the future if we need we can change that amount.

Commissioner Sanchez: This is a matter on whether we want our County Manger to have the discretion to commit funds contractually.

Cheryl Allen - Grant Coordinator: Do we want to build in a provision for setting up an emergency board meeting.

Wayne Johnson – County Manager: That’s covered under open meetings.

Chairman Schwebach: I’m comfortable with giving the authority. Our manger and administrative office needs to be empowered more.

Commissioner McCall: I don’t have a problem with \$20,000 as long as the Commission has the authority at the end to ratify, pass or do not pass.

Commissioner Sanchez: I agree with that. How do we change the language to make it specific that the commission has ultimate authority?

Wayne Johnson – County Manager: Leave the \$20,000 as is and empower the Commission chair, can’t call each of you asking what you think, that would be a violation of open meetings. If you empower the chair to concur with the Manger. Instead of the County Attorney make it the Commission Chair in an emergency situation and you have some accountability, a representative of the County Commission. Worst case I approve it and you hear about it at the next meeting. With you seeing the application once beforehand. You have authority to call a meeting to stop the process if need be.

John Butrick - County Attorney: what percentage of the grants that come in, come in where they need to get approved before the next commission meeting?

Cheryl Allen - Grant Coordinator: 1 out of 10 or 15.

Chairman Schwebach: If this is not approved today we can’t apply for that grant without an emergency meeting Friday, is that correct?

Wayne Johnson – County Manager: Yes

Chairman Schwebach: I suggest we approve this with similar language in what we have and drop the dollar amount to \$5,000. This will cover us for Friday. Put it on the agenda for next meeting.

Wayne Johnson – County Manager: We can make a change to the application side of this to allow for this to happen. Can we make a provision on this?

John Butrick - County Attorney: It would be similar to a temporary provision, I’m not aware of a law to prohibit or enable you to do this.

Wayne Johnson – County Manager: Being this is just an application, I think we can legally do it if you wish to move forward. Right now I don’t technically have the authority to move forward.

Commissioner Sanchez: I suggest we approve this so we can move forward with the application but also revisit this at the next meeting.

Chairman Schwebach: I don’t want this to be a habit. I want our County Manger and County Attorney to sign off on this. Two employees we have direct control over and to where we can send a clear message if it’s abused there are ramifications. That’s the protection I would like to see down the road. I think the Commission needs to know where we are committing ourselves to grants.

Wayne Johnson – County Manager: We can make a motion with the change to the amount and amendment to allow the County Manager in the application circumstances similar to the contract circumstances to sign off on the grant application. I propose we bring back the changes at the next meeting for further review of the application by the Commission. There is nothing prohibiting me from sending you the applications and contract in emergency situations, so you are aware of it. It can be up to you if you want an emergency meeting. A notification clause, we determine if it appropriate for us to execute a contract but we notify you giving you the ability to contact me if you want an emergency meeting.

Commissioner McCall: In the verbiage, as soon as the application is sent out the Commissioners are made aware of it and sent out electronically.

Wayne Johnson – County Manager: That would happen only in cases you haven't already approved that application in a Commission Meeting.

Chairman Schwebach: Can you paraphrase the amendment to get a motion?

Wayne Johnson – County Manager: Can we take a moment to write this up?

Chairman Schwebach: Motion to table till before the Executive Session.

Commissioner Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

B. MANAGER: Approval of Sub-contract with Ware Resources that will provide Boys council service for Juvenile Justice Grant.

Cheryl Allen - Grant Coordinator: In your packet was a contract that was provided between Ware Resources and Torrance County, our County Attorney requested some changes. On 1st page statement of work; it used to say article IX it is now Article V & IX, because both address work and termination. In Section 12 Product of Service or Copyright; all materials developed or acquired by the contractor under this agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this agreement. Nothing developed or produced in whole or in part by the contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the contractor. In section 16 Applicable Law; we added a sentence. Venue shall be located in the Seventh Judicial District Court in Torrance County. In Section 17 Liability; a second paragraph was added, The County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the County

harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the County in connection with the performance by Contractor of Contractor's duties according to this Agreement. The Contractor shall defend, indemnify and hold harmless the County from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County and the New Mexico Association of Counties by certified mail. In section 22 Severability; if any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable. Scope of Work in attachment 1 under Essential Function, item 6; Continuum was added to Coordinator. Item 9: guardian was added. Conduct retention calls to the parents or guardians of each participant on a weekly basis to build a relationship with the parent or guardian as well as to discuss the progress of their participating child. Under Working Conditions; Internet will be provided at various school locations. We are requesting approval to get this executed, so we can begin work on the contract. We are asking you authorize the County Manager to sign off.

Wayne Johnson – County Manager: We have a pattern of having the chair sign a lot of documents. We don't make motions to that effect. In this case, I'm asking you authorize me to sign. We added signature lines as a board to sign for this. I don't think we are following what we need to do as far as empowering the chair in the motions to sign on behalf of the County. Some documents are required in the Ordinance, such as bond documents, where the Chair is the signatory and granted the authority through the bond ordinances. Many cases we just have the chair sign, the Chair without specific authorization and direction from the County has no additional authority to sign. I'm concerned about some of our contracts being legally binding. That's the reason some of this has changed.

Chairman Schwebach: Motion to approve Sub-contract with Ware Resources as amended and allowing the County Manager to sign.

Commissioner Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

C. MANAGER: Motion to authorize Commission Chair and County Manager to execute EVEDA service contract for FY20 thru FY22.

Wayne Johnson – County Manager: The original contract was for 3 years that would have been \$75,000. This would have violation of the procurement code, we would have had to go out for RFP. We reduced the term to 2 years. This brought to our attention that we need to update our LEDA Ordinance. Myra and Betty are willing to proceed with the contract and will be a part of the LEDA ordinance review, if there is a problem in the contract at that time then we will address it at that time and bring it before the Commission.

John Butrick - County Attorney: The changes that were made to the contract as follows. Torrance County was identified as a Municipal corporation that was removed. Middle of page where it says: Whereas the county has adopted Ordinance 2003-01, we removed reference to Ordinance 2003-01. The Ordinance was passed several years ago and is in need of revamping. Bottom of page 2; we reduced it from 3 years to 2 years and end no later than June 30, 2021 instead of June 30, 2022. Top of page 3, under section III Term; we reduced it to an automatic renewal, unless terminated pursuant to Section VII (Right of Termination) or Section VIII (Appropriations) sufficient funding. Activities conducted by EVEDA since the effective date of this contract but before the date of the expiration date of the contract shall be deemed to have been performed by EVEDA in compliance with this contract. The way this reads to the County Manager and I, suggested that anything EVEDA did would be automatically considered in compliance with this contract. We felt it would be better if we take that out. Section VIII, appropriation; we covered. Section IX, Status of EVEDA; makes it clear that EVEDA is considered an independent contractor not an employee of the county and won't accrue any benefits of the county. Section X, Assignment; EVEDA shall not assign or transfer any interest. This prohibits them from transferring their interest without our approval. Section XI, Severability; if there is one term unenforceable the other terms are still enforceable. Section XIV, Cooperation and Dispute Resolution; we added; the parties agree that the laws of the State of New Mexico shall govern this agreement and that venue will lie in the Seventh Judicial District Court in Torrance County. We also have all 3 Commissioners sign.

Commissioner Sanchez: Please elaborate section 1A, page 1.

John Butrick - County Attorney: Review applications for proposed economic development projects, including applications for industrial revenue bonds, within the County.

Commissioner Sanchez: The word application seems unnecessary.

John Butrick - County Attorney: Part of this contract is that its EVEDA's job to find projects and also review applications. They are looking at this with the best interest of the County and EVEDA.

Commissioner Sanchez: It implies there is an entity applying for something to someone. When it comes to EVEDA projects, what kinds of applications are we talking about?

John Butrick - County Attorney: Applications is what you would normally think of as an application. We would review it as well as have EVEDA review it.

Myra Pancrazio – Director EVEDA: We need to review the LEDA Ordinance, some of your concerns can change. Right now the Ordinance states, EVEDA oversees the contracts/applications. When a client comes to us, we have an application process, we send that application to the state. The state reviews it and sends it through to Taxation and Revenue. My job is to make sure the application is complete and sent to the proper entities. Another item in the ordinance is, in order for you to enter into a public/private partnership, the ordinance allows the anti-donation, so we can get around that. It's a living document. We would like approval for the contract with the understanding we still need to review the LEDA Ordinance.

Commissioner Sanchez: This has to do with applications that are handled through your office.

Myra Pancrazio – Director EVEDA: Yes

Chairman Schwebach: Are you needing authorization for the chair and manger to execute the contract or are we are we changing this to all of us to execute the contract?

Wayne Johnson – County Manager: The motion would be to approve and you all would sign. It's a contract that we are a signatory on approved by the Commission. Its stronger if all 3 of you sign this.

Chairman Schwebach: Motions to approve with the understanding that our County Attorney and Manger reviewing LEDA with amendments down the road.

Commissioner Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

13. DISCUSSION

A. MANAGER: ICIP List, NOTE: Public Hearing on August 14, 2019

Cheryl Allen - Grant Coordinator: I provided 2 lists, one in color and one in gray scale. The colored copy is the current ICIP list, showing in green items that should continue on the list, red items are completed. This is for you to review and make any changes on what you think should be included or removed. We have also requested from our employees for their submission of new items to be added to the worksheet. The gray scale list is a compilation of all the items in green and items submitted by staff members. The 3 senior centers have been called out individually, the state feels the senior centers have been overlooked throughout the state. The McNabb road project has been expanded to include the entire mileage and a repaving. The Duran water system needs to be moved up on the list and made a priority. Their situation is growing dire. The department yard shop has been updated. Mescalero dam mitigation project, we are looking to reduce the height of the dam to 6 ft., to remove the dam from the OSE inventory. We need you to look at this and advice if there are projects you want added/deleted or rerank projects. There is a public hearing set for August 14, 2019 and has been submitted to The Independent and our website.

Commissioner Sanchez: I have 3 to 4 projects I will be adding to this, I have not received the worksheets back to submit.

Wayne Johnson – County Manager: Make sure they are in the packet, I would like for them to be a part of the public discussion.

Commissioner McCall: What are the new submissions?

Cheryl Allen - Grant Coordinator: The 3 senior centers, Mescalero dam mitigation project, the country road improvement is revised, new road department, yard shop is revised and road equipment revised.

B. PLANNING: PNMR Solar Project Update

Steve Guetschow – Planning & Zoning Coordinator: Last week I had the opportunity to visit the PNMR site for the Moriarty Solar project. The chain-link perimeter is complete, the underground electrical cable were being laid over the whole site. The erection of the pedestals assemblies were being conducted on the SW quadrant of the area. 2 water trucks conducting dust control. I arrived on site at 3PM, at around 3:15 a large number of employees were gathering around the construction shacks, must have been the end of the shift. One is for Affordable Solar and the other is for PNMR's shack. I met with Steve Homburg he is the large commercial superintendent for Affordable Solar and Tom Lajuense the commercial

site Administrator for Affordable Solar. We discussed in general their procedures for security, dust control and hiring practices. They are giving preferential consideration for qualified applicants from the Moriarty and Torrance County area. Last night I attended the EMWT meeting and public hearing for their 2021-25 ICIP. Guests attending include Stephane Garcia-Richard for the New Mexico Land Commission, Donsal Worthington and Angela Vosigolupa from Bohannon Huston, Mayor Dial, representatives from EBRA, the land grants, Mrs. Pancrazio from EVEDA and citizens from the valley and mountain communities. During the public hearing land grant representatives expressed their concerns about the proposed water line routing plan showing extensions to their communities without their consent and concern shared my Mayor Dial about water being exported outside of the Estancia underground water basin. How increased residential sprawl would affect the communities and measures to enforcement of the no exportation rule. Mayor Dial expressed his view that the regional water system should be limited to Torrance County rather than serving the Estancia Basin. Citizens expressed concerns over domestic wells drying up and questions how the regional water system would serve the residence. EBRA Representatives expressed their concerns for the depletion of the basin water supply and support the regional water system. Chairmen Ortiz fielded questions to allay the concerns expressed, explaining how the system would provide service to existing residential developments and the enforcement committee topic will come up at their next regularly scheduled meeting. Mr. Worthington and Ms. Vosigolupa explained details of the regional water system plan. Land Commissioner Garcia-Richard informed the audience of the increased revenues from state land lease propagated by their new plans and benefits to the public.

***12. A Approval of revised grant Program Management Policies and Procedures.**

Wayne Johnson – County Manager: Proposed motion: Move to approve revised grant Program Management Policies and Procedures as amended to reduce the County match authority granted to the County Manger and County Attorney from \$20,000 to \$5,000 and require notification of all board members before the agreement is signed and to grant the County Manger authority to approve non match applications following notification of the board of County Commissioners. The grant management policy shall be brought back to the commission with the change indicated in today’s discussion at the next regularly scheduled board meeting.

Commissioner McCall: So moved

Chairman Schwebach: Seconds the motion.
All in favor: MOTION CARRIED

14. EXECUTIVE SESSION:

- A. **Manager:** Purchase of Torrance County Fair Grounds
(Closed pursuant to NMSA 1978 Section 10-15-1(H)(2)).

Chairman Schwebach: Motion to go into Executive Session

Commissioner McCall: Seconds the motion.

Roll Call Vote: All in favor - MOTION CARRIED

Executive Session began at 10:18 AM

RECONVENE FROM EXECUTIVE SESSION:

Chairman Schwebach: Motion to return from Executive Session

Commissioner McCall: Seconds the motion.

Roll Call Vote: All in favor - MOTION CARRIED

Reconvened at 10:38 AM

Chairman Schwebach: We discussed the possibly of the purchase of the Torrance County Fair Grounds and nothing else in the Executive Session.

Chairman Schwebach: I make a motion to direct the County Manger to proceed with the direction from the executive session concerning the lease and/or purchase of the Torrance County fairgrounds.

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

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

The next meeting of the Torrance County Board of Commissions will be a Special Commission Meeting August 14, 2019 in the Commission Chambers of the Torrance County Administrative Building.

16. Signing of Official Documents

**Adjourn*

Chairman Schwebach: Motions to adjourn Commission Meeting

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

Meeting adjourned at 10:40 AM

Ryan Schwebach – Chairman
Assistant

Genell Morris – Administrative

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-A*

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

TOTAL CHECKS PRINTED 100

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 455,482.91 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 08/08/2019 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

Kevin McCall

Javier Sanchez

Ryan Schwebach

Linda Jaramillo

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

Tracy L. Sedillo

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	108409	AUTOMATED ELECTION SERVICES	#10 REGULAR ENVELOPES W/ TORRANCE COUNTY CLERK	401-20-2219	972319	07/23/2019	34020	119.05
	119.05		BLACK ONLY				34020	
	07/24/2019		INVOICE #57338 ACCT #TOR0102				34020	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	108410	BERNALILLO CTY JUVENILE DETENTION/2019 HOUSING		420-72-2172	1872319	07/23/2019		4950.00
	5288.58		JUNE 2019 MEDICAL	420-72-2173		/		338.58
	07/24/2019		INVOICE #57777 ACCT #244000024					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
JUVENILE		IMMATE CARE						5288.58
01 R	108411	CENTRAL NM ELECTRIC COOP.	INVOICE #224 ACCT #404536900/ 404571500/404572200/404572300/ 8880064700	412-53-2208	2272319	07/23/2019		177.14
	177.14							
	07/24/2019							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY		PAIR						177.14
01 R	108412	CENTRAL NM ELECTRIC COOP.	ELECTRIC USAGE FOR THE MONTH OF JUNE ACCT #888084401	401-82-2208	2372319	07/23/2019		323.38
	323.38							
	07/24/2019							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
ANIMAL		SERVICES						323.38
01 R	108413	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC 06/03/19- 06/28/19 ACCT #404492801	401-24-2208	2472319	07/23/2019		326.97
	326.97							
	07/24/2019							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
HEALTH		DEPT BLDG MAINT						326.97
01 R	108414	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC 06/01/19- 07/23/19 ACCT #8880488700	408-91-2208	2572319	07/23/2019		77.48
	77.48							
	07/24/2019							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
STATE		FIRE ALLOTMENT						77.48
01 R	108415	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC CHARGES 06/01/19 - 07/01/19 ACCT # 19103200	405-91-2208	2672319	07/23/2019		44.34
	44.34							
	07/24/2019							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
STATE		FIRE ALLOTMENT						44.34
01 R	108416	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC 06/01/19 TO 07/01/19 ACCT #19103300	405-91-2208	2772319	07/23/2019		28.35
	28.35							
	07/24/2019							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
STATE		FIRE ALLOTMENT						28.35
01 R	108417	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC 06/05/19 TO 07/01/19 ACCT #19705500	911-80-2208	2872319	07/23/2019		54.94
	54.94							
	07/24/2019							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
911-DISPATCH		CENTR						54.94
01 R	108418	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC 06/01/19 TO 07/01/2019 ACCT #8880179001	401-16-2208	2972319	07/23/2019		3429.55
	3429.55							
	07/24/2019							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	108429	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC 06/03/19 TO 06/28/19 ACCT #205707901	401-27-2208	3072319	07/23/2019		337.34
	07/24/2019							

01 R	108420	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC 06/01/19 TO 07/01/19 ACCT #8880109702	401-36-2208	3172319	07/23/2019		447.26
	07/24/2019							

01 R	108421	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC 06/03/2019 TO 06/28/19 ACCT #401421201	401-37-2208	3272319	07/23/2019		514.24
	07/24/2019							

01 R	108422	CENTRAL NM ELECTRIC COOP.	MONTHLY CHARGES ACCT #8880074400	408-91-2208	3372319	07/24/2019		23.84
	07/24/2019							

01 R	108423	CENTRAL NM ELECTRIC COOP.	ACCT #404273000/COURTHOUSE ACCT #404273700/COURTHOUSE	401-15-2208 401-15-2208	3472319	07/24/2019		2838.83 6.36
	07/24/2019							

01 R	108424	CENTRAL NM ELECTRIC COOP.	MONTHLY CHARGES 06/01/19-07/01/19 ACCT #19615100	408-91-2208	3572319	07/24/2019		214.26
	07/24/2019							

01 R	108425	CENTRAL NM ELECTRIC COOP.	MONTHLY CHARGES 06/01/19 TO 07/01/19 ACCT #19770500	406-91-2208	3672319	07/24/2019		112.33
	07/24/2019							

01 R	108426	COOPERATIVE EDUCATIONAL SERVICES/REPAIRS	SMART CARE ULTRA ANNUAL 4 YEAR ROOF MANAGEMENT PLAN FOR 16,380 SQUARE FEET COST PER YEAR JUDICIAL COMPLEX NMGR @ 8.1875% CES CONTRACT 16-03B-R124-ALL INVOICE #10144	401-16-2203 401-16-2203	772319	07/23/2019		5686.31 465.57
	07/24/2019							

01 R	108427	HONSTEIN OIL CO.	VEHICLE FUEL INVOICE #ZZ2259 ACCT #2445/TCANISHEL	401-82-2202	1972319	07/23/2019		95.06
	07/24/2019							

01 R	108427	JUDICIAL COMPLEX MAINT	6151.88	401-82-2202	2072319	07/23/2019		246.83
	07/24/2019							

INVOICE #ZZ2258 ACCT #2445/
TCANISHTEL

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	108428	MHQ OF NEW MEXICO	INVOICE #22257 ACCT #3864	401-50-2202	2172319	07/23/2019		429.32
	759.31		SHERIFF FUEL					
07/24/2019								

ANIMAL SERVICES	341.89	COUNTY SHERIFF	429.32

COUNTY ASSESSOR	759.31							
01 O	108429	MORIARTY CONCRETE PRODUCTS	BASE COURSE REF PO# 33894	424-11-2633	1772319	07/23/2019		263.96
	263.96		INVOICE #39745 ACCT #100227					
07/24/2019								

GENERAL OBLIGATION BON	263.96							
01 R	108430	MORIARTY FOODS	CARPET CLEANING RENTAL	401-24-2215	1072319	07/23/2019		31.81
	31.81		24 HOURS					
07/24/2019								

HEALTH DEPT BDDG MAINT	31.81							
01 R	108431	NEXIVA INC	ASSESSOR PHONE	610-40-2207	1672319	07/23/2019		344.16
	2098.53		CLERK PHONE	401-20-2207				200.76
07/24/2019			MAIN PHONE	401-10-2207				201.17
			FINANCE PHONE	401-55-2207				114.72
			MAINTENANCE PHONE	401-65-2207				57.36
			COMMISSION PHONE	401-05-2207				87.00
			PZ PHONE	401-08-2207				57.36
			CODE ENFORCEMENT PHONE	685-08-2207				28.68
			IT SERVER	401-65-2207				28.68
			ROAD PHONE	402-60-2207				28.68
			PROBATE PHONE	401-90-2207				57.36
			ASSESSOR PHONE	401-50-2207				28.68
			SHERIFF PHONE	675-07-2207				319.00
			COMM MONITOR PHONE	420-73-2207				28.68
			TREASURER PHONE	401-30-2207				229.44
			FIRE PHONE	413-91-2207				114.72
			EXTENSION PHONE	401-05-2207				143.40
			CIVIL DEFENSE PHONE	604-83-2207				28.68
			INVOICE #22397484235 ACCT #					
			CUS000318					

COUNTY ASSESSOR	344.16	COUNTY CLERK	200.76	COUNTY MANAGER	201.17
FINANCE DEPARTMENT	114.72	OPERATIONS & MAINTENAN	86.04	COUNTY COMMISSION	230.40
PLANNING & ZONING	86.04	COUNTY ROAD DEPARTMENT	57.36	PROBATE JUDGE	28.68
RURAL ADDRESSING	28.68	COUNTY SHERIFF	319.00	COMMUNITY MONITORING	28.68
COUNTY TREASURER	229.44	STATE FIRE ALLOTMENT	114.72	COMMUNICATIONS/EMS TAX	28.68

01 R 108432 NM ONE CALL SYSTEM INC ONE CALL LINE SPOTS INVOICE # 402-60-2203 872319 07/23/2019 563.02
 563.02
 07/24/2019
 COUNTY ROAD DEPARTMENT 563.02

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01 R 108433 NM SHERIFFS ASSOCIATION MEMBERSHIP DUES 401-50-2269 1472319 07/23/2019 34030 640.00

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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	108434	QWEST CORPORATION	MONTHLY CHARGES DIST 3 VFD	408-91-2207	272319	07/23/2019		157.48
	157.48		JUNE-JULY 2019 ACCT					
	07/24/2019		#5058324911598B					
			INVOICE #17-000441					
			SHERIFF RIVERA & UNDERSHERIFF				34030	
			TYROLT				34030	
			INVOICE #17-000441					

COUNTY SHERIFF 640.00

STATE FIRE ALLOTMENT 157.48

01 R 108435 QWEST CORPORATION 409-91-2207 372319 07/23/2019 164.66

01 R 108436 QWEST CORPORATION 911-80-2207 472319 07/23/2019 539.18

01 R 108437 QWEST CORPORATION 413-91-2207 572319 07/23/2019 206.59

01 R 108438 QWEST CORPORATION 408-91-2207 672319 07/23/2019 143.46

01 R 108439 QWEST CORPORATION 420-70-2207 1572319 07/23/2019 273.59

01 R 108440 RICOH USA, INC 610-40-2203 1272319 07/23/2019 319.94

01 R 108441 SOUND & SIGNAL SYSTEMS OF NM 612-20-2308 1372319 07/23/2019 112.09

01 R 108442 WEX FLEET UNIVERSAL 401-65-2202 172319 07/23/2019 25.50

ADULT INMATE CARE 273.59

COUNTY ASSESSOR 319.94

COUNTY CLERK 112.09

01 R 108442 WEX FLEET UNIVERSAL NICK FUEL/MANAGR VEHICLE 401-65-2202 172319 07/23/2019 25.50

11967.90
07/24/2019

MAINTENANCE FUEL
TREASURER FUEL

401-65-2202
401-30-2202

/ /
/ /

123.82
117.66

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			K. HERNANDEZ FUEL/TREAS VEHICLE	401-55-2205		/ /		54.50
			ASSESSOR FUEL	610-40-2202		/ /		398.50
			SHERIFF FUEL	401-50-2202		/ /		6797.83
			TRANSPORT FUEL	420-74-2202		/ /		1868.53
			ANNUAL SERVICES FUEL	401-82-2202		/ /		33.05
			ELECTRONIC MONITORING FUEL	420-73-2202		/ /		87.96
			EMERGENCY MANAGER FUEL	604-83-2202		/ /		185.86
			DWI FUEL	605-09-2202		/ /		31.90
			DV FUEL	690-09-2202		/ /		20.45
			ACCT #0496-00-202246-5			/ /		167.96
			DIST 2 VFD FUEL	408-91-2202		/ /		242.60
			DIST 3 VFD FUEL	405-91-2202		/ /		627.52
			DIST 5 VFD			/ /		
			FIRE ADMIN	413-91-2202		/ /		1184.26

OPERATIONS & MAINTENAN	149.32	COUNTY TREASURER	117.66	FINANCE DEPARTMENT	54.50
COUNTY ASSESSOR	398.50	COUNTY SHERIFF	6797.83	TRANSPORTATION OF PRIS	1868.53
ANIMAL SERVICES	33.05	COMMUNITY MONITORING	87.96	COMMUNICATIONS/EMS TAX	185.86
WIND PILT	52.35	STATE FIRE ALLOTMENT	2222.34		

01 O 108446	433.14	ALBUQUERQUE IMAGE PRODUCTS	LASERJET TONER RE-MANUFACTURED	173019	07/30/2019	33998	155.04
			CARTRIDGES				33998
			CP410X - BLACK				33998
			CP411X - CYAN				33998
			CP412X - YELLOW				33998
			CP413X - MAGENTA				33998
			ESTIMATED TAX				33998
			ESTIMATED SHIPPING				33998
			INVOICE #IN34112 ACCT #TCC05				15.00

FINANCE DEPARTMENT	433.14	CENTRAL, NM ELECTRIC COOP.	MONTHLY CHARGES 06/01/2019	418-91-2208	673019	07/30/2019	79.58
			TO 07/01/2019 ACCT #207079301				

STATE FIRE ALLOTMENT	79.58	DE LAGE LANDEN FINANCIAL SERVICE/15/2019 TO 8/14/2019	PAYMENT AMOUNT TAX INVOICE #	413-91-2271	373019	07/30/2019	288.19
			64441262 ACCT #1304774				

01 R 108449	364.00	DUNLAP, KRISTIN	TRAVEL TO RUIDOSO NM	401-50-2205	1773019	07/30/2019	364.00
			NMSA 2019 ANNUAL SOUTHERN TRAINING CONFERENCE				

COUNTY SHERIFF	364.00	DURAN, JORDAN	TRAVEL TO RUIDOSO NM	401-50-2205	1673019	07/30/2019	228.00
			NMSA 2019 ANNUAL SOUTHERN TRAINING CONFERENCE				

01 O 108451	14.15	HORIZONS OF NEW MEXICO	SHREDDING OF CONFIDENTIAL DOCUMENTS SERVICE DATE 4/4/19	401-30-2203	1073019	07/30/2019	14.15
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MONTH OF SERVICE: APRIL 2019
5* ADMIN FEE INVOICE #SINV019899

CK# DATE Name Description Line Item Invoice # DATE PO # Amount

COUNTY TREASURER 14.15
 01 O 108452 JARAMILLO, LINDA TRAVEL TO ALBUQUERQUE NM 401-21-2205 873019 07/30/2019 160.00
 160.00
 07/30/2019 SECRETARY OF STATE LOCAL ELECTION SCHOOL

ELECTIONS 160.00
 01 R 108453 KAYSER, LINDA TRAVEL TO ALBUQUERQUE NM 401-21-2205 773019 07/30/2019 160.00
 160.00
 07/30/2019 SECRETARY OF STATE ELECTION SCHOOL

ELECTIONS 160.00
 01 R 108454 LEAF HP DESIGNJET T3500PS COPIER/ 610-40-2203 273019 07/30/2019 192.06
 384.13 PLOTTER SYSTEM TAX ON THE / /
 07/30/2019 MACHINE 7/4/2019 TO 8/5/2019 675-07-2203 192.07
 INVOICE #9635342 ACCT #100-4624929-001

COUNTY ASSESSOR 192.06 RURAL ADDRESSING 192.07
 01 R 108455 LOBO INTERNET SERVICES LTD WIRELESS SERVICE FOR JULY-19 911-80-2207 573019 07/30/2019 148.07
 148.07 INVOICE #115272 ACCT #10958
 07/30/2019

911-DISPATCH CENTER 148.07
 01 R 108456 NM TREASURER'S AFFILIATE REGISTRATION FOR TREASURER'S 401-30-2266 1873019 07/30/2019 34040
 300.00 AFFILIATE - 2019 CONFERENCE 34040
 07/30/2019 RUIDOSO, NM 34040
 SEDILLO, BARELA, & GARDNER 34040

COUNTY TREASURER 300.00
 01 O 108457 NM WASTE SERVICE INC 30 YD. ROLL OFF CONTAINER FOR 406-91-2210 473019 07/30/2019 33663
 345.00 INVOICE #66864 ACCT #2859201 345.00
 07/30/2019

STATE FIRE ALLOTMENT 345.00
 01 O 108458 PITNEY BOWES PURCHASE POWER POSTAGE REFILL ON 7/11/2019 401-10-2206 1173019 07/30/2019 1005.00
 1005.00 ACCT #8000-9090-0137-3179
 07/30/2019

COUNTY MANAGER 1005.00
 01 O 108459 PRUDENTIAL OVERALL SUPPLY TRASH BAGS, HANDWASH, PAPER 412-53-2220 1473019 07/30/2019 34055
 458.65 TOWELS, TOILET PAPER. 34055
 07/30/2019 INVOICE #451008534 ACCT#6527625 458.65

COUNTY FAIR 458.65
 01 O 108460 RIVERA, J MARTIN TRAVEL TO RUIDOSO NM 401-50-2205 1573019 07/30/2019 364.00
 364.00 NMSA 2019 ANNUAL SOUTHERN TRAINING CONFERENCE 364.00
 07/30/2019

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	108461	SAMBA HOLDINGS, INC.	DRIVERS LICENSE MONITORING	401-10-2271	1373019	07/30/2019	34066	251.45
	251.45		06/01/2019-06/30/2019					
	07/30/2019		MVR STATE FEES TAX/FEES					
			INVOICE #INW00207031 ACCT #3632					

COUNTY MANAGER 251.45								
01 0	108462	SANCHEZ, HANNA	REIMBURSEMENT ZURU BUNCH O	411-92-2248	973019	07/30/2019		60.59
	60.59		BALLOONS TAX PR FIREFIGHTER					
	07/30/2019		EMS DAY JUNIOR DEPUTY 7.23.2019					

1/4% FIRE EXCISE TAX 60.59								
01 0	108463	UNIVERSAL BACKGROUND SCREENING	PRE-EMPLOYMENT BACKGROUND CHECK	401-10-2271	1273019	07/30/2019		29.00
	29.00		& PRE-EMPLOYMENT DRUG TESTING					
	07/30/2019		INVOICE #201906013415					

COUNTY MANAGER 29.00								
01 0	108470	AMBITIONS TECHNOLOGY GROUP LLC	5 PORT GITGABIT SWITCH	612-20-2218	408119	08/01/2019		38.68
	38.68		INVOICE #7267					
	08/01/2019		COMMISSION APPROVED					

COUNTY CLERK 38.68								
01 0	108471	AWARDS ETC.	WHITE ON RED SIGNS W/ HOLDERS	413-91-2221	168119	08/01/2019	34092	119.70
	119.70		ADMIN, FIRE CHIEF, OPERATIONS,					
	08/01/2019		EMERGENCY MANAGEMENT, TRAINING,					
			CASA.					
			INVOICE #02 55585					

STATE FIRE ALLOTMENT 119.70								
01 0	108472	BOKF, NA	GO BOND DEBT SERVICE-INTEREST	562-11-2350	148119	08/01/2019		14294.83
	349429.67		GO BOND DEBT SERVICE-PRINCIPLE	562-11-2351				335000.00
	08/01/2019		SEMI ANNUAL PAYING AGENT FEE	401-10-2272				134.84
			ACCT #600024642 TORRANCE2016					

GENERAL OBLIGATION BON349294.83 COUNTY MANAGER 134.84								
01 0	108473	CARROT-TOP INDUSTRIES	51X8' POLYESTER US FLAG	401-15-2215	258119	08/01/2019	34097	152.85
	118.55		51X8' POLYESTER NM FLAG	401-15-2215				270.00
	08/01/2019		41X6' POW/MIA FLAGS OUTDOOR	401-15-2215				113.25
			51X8' POLYESTER US FLAG	401-16-2215				152.85
			51X8' POLYESTER NM FLAG	401-16-2215				270.00
			41X6' POW/MIA FLAGS OUTDOOR	401-16-2215				113.25
			SHIPPING & HANDLING	401-15-2215				23.18
			INVOICE #43527900 ACCT #444236	401-16-2215				23.17

ADMINISTRATIVE OFFICES 559.28 JUDICIAL COMPLEX MAINT 559.27								
01 0	108474	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC 06/01/19 TO	409-91-2208	108119	08/01/2019		53.20
	871.27		07/01/19 ACCT #20554000					
	08/01/2019		MONTHLY ELECTRIC 06/01/19 TO	401-21-2308				41.02
			07/01/19 ELECTIONS					
			MONTHLY ELECTRIC DIST 5 VPD	405-91-2208				305.64

ACCT #8880411701
MONTHLY ELECTRIC DIST 4 VPD

409-91-2208

/ /

70.03

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			ACCT #8880282700	911-80-2208		/		176.81
			DISPATCH MONTHLY ELECTRIC			/		
			ACCT #8880281300	413-91-2208		/		151.38
			MONTHLY ELECTRIC FIRE DEPT			/		
			ACCT #8880270701	406-91-2208		/		73.19
			MONTHLY ELECTRIC DIST 2 VPD			/		
			ACCT #888099100					

STATE FIRE ALLOTMENT	653.44	ELECTIONS	41.02	911-DISPATCH CENTER	176.81	
01 O 108475	CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES AND TAXES INVOICE#84041176418	402-60-2248	158119	08/01/2019	200.24
08/01/2019		ACCT #30009096 RE PO#33908				

COUNTY ROAD DEPARTMENT	200.24	DFA TRAINING GRANT	20.00
01 O 108476	DESERT MOON CRAFTS LLC	CPR COURSE - N. GARCIA	911-85-2266
08/01/2019		INVOICE #ASHI-2019-3	288119
			08/01/2019
			34160
			20.00

1/4% FIRE EXCISE TAX	533.98
01 O 108477	DESERT SHADE TINT AND SHADES LIGUARE FEET OF DURALITE 10 FILM
08/01/2019	ON TWO TRIANGLE PANES OF GLASS AND TWO DOORS
	TAX
	411-92-2215
	/
	388119
	08/01/2019
	34045
	34045
	495.00

1/4% FIRE EXCISE TAX	938.00
01 O 108478	DESIGN SILK SCREEN PRINTERS
08/01/2019	LARGE WINDOW DECALS TORRANCE COUNTY ADMIN W/ LOGO
	FIRE DEPT OFFICES W/ LOGO INSTALLED
	INVOICE #34841 ACCT #1214
	411-92-2271
	378119
	08/01/2019
	34046
	34046
	34046
	938.00

1/4% FIRE EXCISE TAX	68.59
01 O 108479	DIRECTV, LLC.
08/01/2019	BUSINESS SELECT PACK 7/23/19
	TO 8/22/19
	INVOICE #36523839378 ACCT #69212456
	411-92-2271
	368119
	08/01/2019
	34025
	34025
	68.59

1/4% FIRE EXCISE TAX	68.59
01 O 108480	DOUBLE H AUTO
08/01/2019	OIL, OIL FILTERS, FUEL FILTERS, WIPER BLADES, ANTIFREEZE, MISCELLANEOUS ITEMS NEEDED FOR VEHICLE MAINTENANCE/REPAIR.
	JULY, AUGUST, AND SEPTEMBER 2019
	INVOICE #474775 ACCT #2922
	405-91-2201
	/
	358119
	33994
	33994
	33994
	33994
	9.49

STATE FIRE ALLOTMENT	9.49
01 O 108481	DT AUTOMOTIVE
08/01/2019	WHEEL HUB
	LABOR
	FUEL PUMP
	LABOR
	4 TIRE MOUNT AND BALANCE
	401-50-2201
	401-50-2201
	401-50-2201
	401-50-2201
	348119
	08/01/2019
	34025
	34025
	34025
	34025
	250.00
	100.00
	280.00
	125.00
	60.00

WOODWARD DODGE
INVOICE #TCSO 35025

34025

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
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COUNTY SHERIFF 815.00								
01 0	108482	DI AUTOMOTIVE	TIRES FOR TCSSO UNIT	401-50-2201	508119	08/01/2019	34068	460.00
	580.00		OUNT & BALANCE	401-50-2201		/ /	34068	60.00
	08/01/2019		OIL CHANGE	401-50-2201		/ /	34068	60.00
			YOUNG CHARGER				34068	
			INVOICE #TCSSO 34068					

COUNTY SHERIFF 580.00								
01 0	108483	EVSWA	30-JUN-19 TORRANCE COUNTY	419-05-2292	468119	08/01/2019		9982.36
	9982.36		TIPPING FEE'S INVOICE #2477					
	08/01/2019		ACCT #7.2097E+11					

COUNTY COMMISSION 9982.36								
01 V	108484	GRAINGER, INC.	RBD/BLACK ON WHITE	600-06-2248	138119	08/01/2019	34034	149.50
	149.50		NO VAPING				34034	
	08/01/2019		VINYL ADHESIVE SIGNS				34034	
			FOR COUNTY BUILDINGS				34034	
			INVOICE #02 55551					

RISK MANAGEMENT 149.50								
01 0	108485	GUSTIN HARDWARE INC.	WATER SOFTNER PELLETS 50LB	911-80-2215	418119	08/01/2019	34120	45.72
	45.72		BAG				34120	
	08/01/2019		INVOICE #218022 ACCT #381					

911-DISPATCH CENTER 45.72								
01 0	108486	HERNANDEZ, KATHRYN	TRAVEL TO ALBUQUERQUE NM	401-55-2205	178119	08/01/2019		177.94
	177.94		NM EDGE FINANCE CLASSES					
	08/01/2019							

FINANCE DEPARTMENT 177.94								
01 0	108487	HERNANDEZ, PATRICK	TRAVEL TO RUIDOSO NM	401-50-2205	318119	08/01/2019		228.00
	228.00		NMSA 2019 ANNUAL SOUTHERN					
	08/01/2019		TRAINING CONFERENCE					

COUNTY SHERIFF 228.00								
01 0	108488	HONSTEIN OIL CO.	ROAD FUEL ACCT #TCROAD	402-60-2202	428119	08/01/2019		11228.22
	11228.22							
	08/01/2019							

COUNTY ROAD DEPARTMENT 11228.22								
01 0	108489	INDEPENDENT DRUG TESTING	DRUG TEST/CONFIRMATIONS TAX	420-73-2271	118119	08/01/2019		21.58
	21.58		INVOICE#4931					
	08/01/2019							

COMMUNITY MONITORING 21.58								
01 0	108490	IRON MOUNTAIN RECORDS MANAGEMENT	MONTHLY STORAGE FOR MICROFILM	612-20-2203	478119	08/01/2019	34126	110.70
	110.70		7/1/19 THRU 6/30/2020				34126	
	08/01/2019		INVOICE #201906888					

COUNTY CLERK

110.70

ACCT# 44033.0NM389

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	108491	MARLIN BUSINESS BANK	KONICA MINOLTA BIZHUB 368E	911-80-2203	298119	08/01/2019		73.75
	08/01/2019		COPIER CONTRACT PAYMENT SALES					
			TAX INSURANCE FEE TAX ON					
			INSURANCE FEE INVOICE #17203314					
			ACCT #1441060					

911-DISPATCH CENTER 73.75								
01 O	108492	MOTOROLA INC	LOCAL REPAIR WITH ONSITE	911-80-2203	128119	08/01/2019		4313.22
	08/01/2019		RESPONSE LOCAL REPAIR WITH					
			ONSITE RESPONSE ONSITE					
			INFRASTRUCTURE RESPONSE					
			(STANDARD) ASTRO DISPATCH					
			SERVICE ASTRO INFRASTRUCTURE					
			REPAIR W/ADV REPL TAX					
			INVOICE #17203314					
			ACCT #1012507276					

911-DISPATCH CENTER 4313.22								
01 O	108493	NM COUNTY INSURANCE AUTHORITY	MULTILINE DEDUCTIBLE	401-05-2212	488119	08/01/2019		5000.00
	08/01/2019		INVOICE #ML000956 ACCT #31					

COUNTY COMMISSION 5000.00								
01 O	108494	NM MUNICIPAL LEAGUE	NEW MEXICO FIRE CHIEFS	413-91-2269	188119	08/01/2019		100.00
	08/01/2019		ASSOCIATION MEMBERSHIP DUES					
			FOR THE PERIOD: JULY 01,2019					
			THRU JUNE 30,2020 MEMBER NUMBER					
			25654					

STATE FIRE ALLOTMENT 100.00								
01 R	108495	OLIVER, JEREMY	TRAVEL TO ALBUQUERQUE NM	401-55-2205	18119	08/01/2019		174.02
	08/01/2019		FINANCE CLASSES					
			TRAVEL TO ALBUQUERQUE NM 7.23.19	401-55-2205	398119	08/01/2019		47.52
			EDGE CLASSES PURCHASING					
			7.24.19	401-55-2205	/	/		47.52
			7.25.19	401-55-2205	/	/		47.52
			7.26.19	401-55-2205	/	/		47.52

FINANCE DEPARTMENT 364.10								
01 O	108496	PACIFIC OFFICE AUTOMATION, INC.MANAGER	ROAD INVOICE #33793537	401-10-2203	518119	08/01/2019		668.14
	08/01/2019		ACCT #1821290	402-60-2203	/	/		92.18

COUNTY MANAGER 668.14 COUNTY ROAD DEPARTMENT 92.18								
01 O	108497	BEAVER PERFORMANCE SYSTEMS	SAFETY INCENTIVE	600-06-2248	528119	08/01/2019		34037
	08/01/2019		SAFETY JACKPOT					34037
			QUARTERLY UPDATES					34037
			INVOICE #404062 ACCT #1004009					

RISK MANAGEMENT 1309.00

01 0 108498
1071.22

POWER PHONE INC

EMD CERTIFICATION COURSES -
N. GARCIA

911-85-2266

268119 08/01/2019

34015
34015

129.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
08/01/2019			TAX	911-85-2266		/	34015	6.61
			INVOICE #63823					
			JUST IN TIME ONLINE TRAINING	911-85-2266	278119	08/01/2019	34014	890.00
			D. RIVERA, C. SNOW, B. DAUGHERTY				34014	
			J. TUCKER, Y. DURAN, S. NIETO,				34014	
			B. HOWELL, A. CARTER, W. RILEY,				34014	
			N. GARCIA.				34014	
			INVOICE #63907	911-85-2266		/	34014	45.61

DFA TRAINING GRANT 1071.22

01 O 108499	QWEST CORPORATION	MONTHLY CHARGES JUNE 2019	405-91-2207	78119	08/01/2019			230.70
08/01/2019		DIST 5 VPD ACCT #50583240689068						

STATE FIRE ALLOTMENT 230.70

01 O 108500	QWEST CORPORATION	MONTHLY CHARGES JUNE 2019	401-50-2207	88119	08/01/2019			28.49
08/01/2019		SHERIFF ACCT #5053841277037B						

COUNTY SHERIFF 28.49

01 O 108501	ROMERO, JOANNA	TRAVEL TO ALBUQUERQUE NM	401-55-2205	28119	08/01/2019			41.94
08/01/2019		FINANCE CLASSES NM EDGE						
		TRAVEL TO ALBUQUERQUE NM	401-55-2205	38119	08/01/2019			41.94
		FINANCE CLASSES NM EDGE						

FINANCE DEPARTMENT 83.88

01 R 108502	SEDILLO, NOAH	TRAVEL TO ALBUQUERQUE NM	401-55-2205	48119	08/01/2019			80.56
08/01/2019		2ND JUDICIAL DIST COURT						
		BERNALILLO COUNTY 7/24/2019						
		SUBPEONA	401-55-2205	58119	08/01/2019			67.63
		TRAVEL TO ALBUQUERQUE NM						
		2ND JUDICIAL DISTRICT COURT						
		SUBPEONA	401-55-2205	68119	08/01/2019			63.46
		TRAVEL TO ALBUQUERQUE NM						
		2ND JUDICIAL DISTRICT COURT						
		SUBPEONA						

FINANCE DEPARTMENT 211.65

01 O 108503	STAPLES BUSINESS ADVANTAGE	3 DRAWER LATERAL FILE CABINETS		338119			33953	
08/01/2019		AIRLIFT STANDING DESK					33953	
		HP PRINTER	609-30-2219		/	/	33953	229.24
		MOUSE PAD, PAPER CLIP HOLDER,	401-30-2219		/	/	33953	456.65
		STAPLER POST IT FLAGS, POST IT					33953	
		NOTE DISPENSER, POST IT NOTES,					33953	
		DUST OFF, PENS, HP INK CARTRIDGE					33953	
		S, PAPER, AND DESK MAT.					33953	
		INVOICES#3418809168/3418809164					33953	
		ACCT #DAL70109685						

COUNTY TREASURER 685.89

01 O 108504 STOCUM, JOHN TRAVEL TO RUIDOSO NM 401-50-2205 328119 08/01/2019 296.00

296.00
08/01/2019

NMSA 2019 ANNUAL SOUTHERN
TRAINING CONFERENCE

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		COUNTY SHERIFF						296.00
01 O	108505	SULLIVAN, ANNA L	REIMBURSEMENT DOORBELL AND RECEIVERS UNABLE TO FIND VENDOR FOR ITEM	401-82-2218	308119	08/01/2019		43.99
								43.99

ANIMAL SERVICES 43.99

01 O	108506	SUPPLY CACHE INC	HELMET FULL BRIM W/RATCHET SUSPENSION, (FH911) BULLARD RED	405-91-2248	448119	08/01/2019		294.75
			FIREBALL PACK, GEN 2, TRUE NORTH / BLACK.	405-91-2248		/ /		539.85
			CLASS A PHOS-CHEK WD881 FOAM, 5 GALLONS	405-91-2248		/ /		1289.90
			ESTIMATED SHIPPING	405-91-2248		/ /		185.45
			INVOICE#S2302					

STATE FIRE ALLOTMENT 2309.95

01 O	108507	UNIVERSITY OF NEW MEXICO (EMS)	REGISTRATIONS FOR EMT-B COURSE	408-91-2266	98119	08/01/2019		975.00
			7/26/19 TO 9/22/19	405-91-2266		/ /		3900.00
			COURSE LOCATION:	418-91-2266		/ /		975.00
			TORRANCE COUNTY FD	413-91-2266		/ /		975.00
			INVOICE #S4748464 ACCT #Y00000008	406-91-2266		/ /		975.00

STATE FIRE ALLOTMENT 7800.00

01 O	108508	WAGNER EQUIPMENT CO.	CUTTING EDGES INVOICE # P10C0734709 ACCT #88034	402-60-2244	498119	08/01/2019		5675.97
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COUNTY ROAD DEPARTMENT 5675.97

01 O	108509	WALLIN LAW FIRM, THE	AVANGRID TAX INVOICE #9065	401-05-2273	198119	08/01/2019		72.69
								72.69

COUNTY COMMISSION 72.69

01 O	108510	WALLIN LAW FIRM, THE	FILIPPI TAX INVOICE #9066	401-05-2273	208119	08/01/2019		444.21
								444.21

COUNTY COMMISSION 444.21

01 O	108511	WALLIN LAW FIRM, THE	GENERAL BUSINESS TAX	401-05-2275	218119	08/01/2019		373.20
			ADDITIONAL CHARGES INVOICE#9067					373.20

COUNTY COMMISSION 373.20

01 O	108512	WALLIN LAW FIRM, THE	PMMR TAX INVOICE #9070	401-05-2275	228119	08/01/2019		145.38
								145.38

COUNTY COMMISSION 145.38

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01 O 108513 WALLIN LAW FIRM, THE

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NEXTERA TAX INVOICE #9069

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401-05-2275

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238119 08/01/2019

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2359.97

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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
2359.97	08/01/2019							

COUNTY COMMISSION	2359.97							
01 0 108514	29.08	MALLIN LAW FIRM, THE	MERCED DEL PUBBLIO APPEAL TAX	401-05-2275	248119	08/01/2019		29.08
08/01/2019			INVOICE #9068					

COUNTY COMMISSION	29.08							
01 0 108515	291.26	MALLIN, MARCIE	7/6/19 2 PORTRA POTTY RENTAL	412-53-2299	438119	08/01/2019		291.26
08/01/2019			TORRANCE COUNTY FAIR GROUNDS					
			REIMBURSEMENT					

COUNTY FAIR	291.26							
01 0 108516	120.00	WESTERN TRAILS VETERINARY INC.	STERILIZATION LARGE-2	401-82-2272	458119	08/01/2019		120.00
08/01/2019			INVOICE #140683 ACCT #238					

ANIMAL SERVICES	120.00							
01 0 108517	149.50	AWARDS ETC.	RBD/BLACK ON WHITE	600-06-2248	138119	08/01/2019		149.50
08/05/2019			NO VAPING					
			VINYL ADHESIVE SIGNS					
			FOR COUNTY BUILDINGS					
			INVOICE #02 55551					

RISK MANAGEMENT	149.50							
100	455482.91	/	TOTAL	149.50	VOIDS			

** GRAND TOTAL **		455,482.91	.00
**TOTAL	GENERAL FUND	41,659.33	.00
**DEPT	COUNTY COMMISSION	8,654.93	.00
401-05-2207	TELECOMMUNICATIONS	230.40	.00
401-05-2212	OTHER INSURANCE PREMIUMS-PROP/LI	5,000.00	.00
401-05-2273	CONTRACT - ATTORNEY FEES IRB	516.90	.00
401-05-2275	CONTRACT - ATTORNEY FEES	2,907.63	.00
**DEPT	PLANNING & ZONING	57.36	.00
401-08-2207	TELECOMMUNICATIONS	57.36	.00
**DEPT	COUNTY MANAGER	2,289.60	.00
401-10-2203	CONTRACTS - EQUIPMENT MAINT	668.14	.00
401-10-2206	POSTAGE	1,005.00	.00
401-10-2207	TELECOMMUNICATIONS	201.17	.00
401-10-2271	CONTRACT - OTHER SERVICES	280.45	.00
401-10-2272	CONTRACT - PROFESSIONAL SERVICES	134.84	.00
**DEPT	ADMINISTRATIVE OFFICES MAINTENAN	3,404.47	.00
401-15-2208	UTILITIES - ELECTRICITY	2,845.19	.00
401-15-2215	MAINTENANCE & REPAIRS-BUILD/STRU	559.28	.00
**DEPT	JUDICIAL COMPLEX MAINTENANCE	10,140.70	.00
401-16-2203	CONTRACTS - EQUIPMENT MAINT	6,151.88	.00
401-16-2208	UTILITIES - ELECTRICITY	3,429.55	.00
401-16-2215	MAINTENANCE & REPAIRS-BUILD/STRU	559.27	.00
**DEPT	COUNTY CLERK	319.81	.00
401-20-2207	TELECOMMUNICATIONS	200.76	.00
401-20-2219	SUPPLIES - GENERAL OFFICE	119.05	.00
**DEPT	ELECTIONS	361.02	.00
401-21-2205	TRAVEL - EMPLOYEES	320.00	.00
401-21-2308	VOTING MACHINE STORAGE	41.02	.00
**DEPT	HEALTH DEPT BLDG MAINTENANCE	358.78	.00
401-24-2208	UTILITIES - ELECTRICITY	326.97	.00
401-24-2215	MAINTENANCE & REPAIRS-BUILD/STRU	31.81	.00
**DEPT	MOUNTAINAIR SENIOR CENTER MAINT	337.34	.00
401-27-2208	UTILITIES - ELECTRICITY	337.34	.00
**DEPT	COUNTY TREASURER	1,117.90	.00
401-30-2202	SUPPLIES - VEHICLE FUEL	117.66	.00
401-30-2203	CONTRACTS - EQUIPMENT MAINT	14.15	.00
401-30-2207	TELECOMMUNICATIONS	229.44	.00
401-30-2219	SUPPLIES - GENERAL OFFICE	456.65	.00
401-30-2266	EMPLOYEE TRAINING	300.00	.00
**DEPT	ESTANCIA SENIOR CENTER MAINT	447.26	.00
401-36-2208	UTILITIES - ELECTRICITY	447.26	.00
**DEPT	MORTIARY SENIOR CENTER MAINT	514.24	.00
401-37-2208	UTILITIES - ELECTRICITY	514.24	.00
**DEPT	COUNTY SHERIFF	11,089.64	.00

401-50-2201
401-50-2202

MAINTENANCE & REPAIRS - VEHICLES
SUPPLIES - VEHICLE FUEL

1,395.00
7,227.15

.00
.00

401-50-2205 TRAVEL - EMPLOYEES 1,480.00 .00
 401-50-2207 TELECOMMUNICATIONS 347.49 .00
 401-50-2269 SUBSCRIPTIONS & DUES 640.00 .00

**DEPT FINANCE DEPARTMENT 1,439.93 .00
 401-55-2205 TRAVEL - EMPLOYEES 893.07 .00
 401-55-2207 TELECOMMUNICATIONS 114.72 .00
 401-55-2219 SUPPLIES - GENERAL OFFICE 433.14 .00

**DEPT OPERATIONS & MAINTENANCE 235.36 .00
 401-65-2202 SUPPLIES - VEHICLE FUEL 149.32 .00
 401-65-2207 TELECOMMUNICATIONS 86.04 .00

**DEPT ANIMAL SERVICES 862.31 .00
 401-82-2202 SUPPLIES - VEHICLE FUEL 374.94 .00
 401-82-2208 UTILITIES - ELECTRICITY 323.38 .00
 401-82-2218 MAINTENANCE & REPAIR-FURN/FIX/EQ 43.99 .00
 401-82-2272 CONTRACT - PROFESSIONAL SERVICES 120.00 .00

**DEPT PROBATE JUDGE 28.68 .00
 401-90-2207 TELECOMMUNICATIONS 28.68 .00

**TOTAL ROAD FUND 17,816.99 .00

**DEPT COUNTY ROAD DEPARTMENT 17,816.99 .00
 402-60-2202 SUPPLIES - VEHICLE FUEL 11,228.22 .00
 402-60-2203 CONTRACTS - EQUIPMENT MAINT 655.20 .00
 402-60-2207 TELECOMMUNICATIONS 57.36 .00
 402-60-2244 MAINTENANCE & REPAIRS-MACHINERY 5,675.97 .00
 402-60-2248 SUPPLIES - SAFETY 200.24 .00

**TOTAL DISTRICT 5 VPD 7,455.99 .00

**DEPT STATE FIRE ALLOTMENT 7,455.99 .00
 405-91-2201 MAINTENANCE & REPAIRS - VEHICLES 9.49 .00
 405-91-2202 SUPPLIES - VEHICLE FUEL 627.52 .00
 405-91-2207 TELECOMMUNICATIONS 230.70 .00
 405-91-2208 UTILITIES - ELECTRICITY 378.33 .00
 405-91-2248 SUPPLIES - SAFETY 2,309.95 .00
 405-91-2266 EMPLOYEE TRAINING 3,900.00 .00

**TOTAL DISTRICT 2 VPD 1,673.48 .00

**DEPT STATE FIRE ALLOTMENT 1,673.48 .00
 406-91-2202 SUPPLIES - VEHICLE FUEL 167.96 .00
 406-91-2208 UTILITIES - ELECTRICITY 185.52 .00
 406-91-2210 UTILITIES - WATER 345.00 .00
 406-91-2266 EMPLOYEE TRAINING 975.00 .00

**TOTAL DISTRICT 3 VPD 1,834.12 .00

**DEPT STATE FIRE ALLOTMENT 1,834.12 .00
 408-91-2202 SUPPLIES - VEHICLE FUEL 242.60 .00
 408-91-2207 TELECOMMUNICATIONS 300.94 .00
 408-91-2208 UTILITIES - ELECTRICITY 315.58 .00
 408-91-2266 EMPLOYEE TRAINING 975.00 .00

**TOTAL DISTRICT 4 VPD 287.89 .00

**DEPT
409-91-2207

STATE FIRE ALLOTMENT
TELECOMMUNICATIONS

287.89
164.66

.00
.00

|| | | | |

409-91-2208 UTILITIES - ELECTRICITY 123.23 .00

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 **TOTAL COUNTY FIRE PROTECTION FUND 1,601.16 .00

**DEPT 411-92-2215 1/4% FIRE EXCISE TAX 1,601.16 .00

411-92-2248 MAINTENANCE & REPAIRS-BUILD/STRU 533.98 .00

411-92-2271 CONTRACT - OTHER SERVICES 1,066.59 .00

=====
 **TOTAL COUNTY FAIR 927.05 .00

**DEPT 412-53-2208 COUNTY FAIR 927.05 .00

412-53-2220 UTILITIES - ELECTRICITY 177.14 .00

412-53-2239 SUPPLIES - CLEANING 458.65 .00

=====
 **TOTAL FIRE DEPARTMENT ADMIN 3,139.84 .00

**DEPT 413-91-2202 STATE FIRE ALLOTMENT 3,139.84 .00

413-91-2207 SUPPLIES - VEHICLE FUEL 1,184.26 .00

413-91-2208 TELECOMMUNICATIONS 321.31 .00

413-91-2221 UTILITIES - ELECTRICITY 151.38 .00

413-91-2266 PRINTING/PUBLISHING/ADVERTISING 119.70 .00

413-91-2269 EMPLOYEE TRAINING 975.00 .00

413-91-2271 CONTRACT - OTHER SERVICES 100.00 .00

=====
 **TOTAL DISTRICT 6 VPD 1,054.58 .00

**DEPT 418-91-2208 STATE FIRE ALLOTMENT 1,054.58 .00

418-91-2266 UTILITIES - ELECTRICITY 79.58 .00

=====
 **TOTAL EMPLOYEE TRAINING 975.00 .00

**TOTAL FVSWA CONTRACT 9,982.36 .00

**DEPT 419-05-2292 COUNTY COMMISSION 9,982.36 .00

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 **TOTAL EVSWA TIPPING FEES 9,982.36 .00

**TOTAL JAIL FUND 7,568.92 .00

**DEPT 420-70-2207 ADULT INMATE CARE 273.59 .00

420-70-2207 TELECOMMUNICATIONS 273.59 .00

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 **DEPT 420-72-2172 JUVENILE INMATE CARE 5,288.58 .00

420-72-2173 CARE OF INMATES 4,950.00 .00

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 **DEPT 420-73-2202 INMATE MEDICAL 338.58 .00

420-73-2207 COMMUNITY MONITORING 138.22 .00

420-73-2271 SUPPLIES - VEHICLE FUEL 87.96 .00

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 **DEPT 420-74-2202 TELECOMMUNICATIONS 28.68 .00

420-74-2202 CONTRACT - OTHER SERVICES 21.58 .00

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 **DEPT TRANSPORTATION OF PRISONERS 1,868.53 .00

420-74-2202 SUPPLIES - VEHICLE FUEL 1,868.53 .00

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 **TOTAL GO BOND PROCEEDS 263.96 .00

**DEPT GENERAL OBLIGATION BOND 263.96 .00

424-11-2633 ROAD CONST/REPAIR & CAPITAL EQUIP 263.96 .00

**TOTAL

G.O. BOND DEBT SERVICE 2016

349,294.83

.00

DEBITS

CREDITS

**DEPT 349,294.83
 GENERAL OBLIGATION BOND
 562-11-2350 BOND INTEREST PAYMENT 14,294.83
 562-11-2351 BOND PRINCIPAL PAYMENT 335,000.00
 **TOTAL 1,458.50
 SAFETY PROGRAM

**DEPT 1,458.50
 RISK MANAGEMENT
 600-06-2248 SUPPLIES - SAFETY 1,458.50
 **TOTAL 214.54
 CIVIL DEFENSE FUND

**DEPT 214.54
 COMMUNICATIONS/EMS TAX
 604-83-2202 SUPPLIES - VEHICLE FUEL 185.86
 604-83-2207 TELECOMMUNICATIONS 28.68
 **TOTAL 31.90
 DMI PROGRAM FUND

**DEPT 31.90
 WIND PILOT
 605-09-2202 SUPPLIES - VEHICLE FUEL 31.90
 **TOTAL 229.24
 TREASURER'S FEE

**DEPT 229.24
 COUNTY TREASURER
 609-30-2219 SUPPLIES - GENERAL OFFICE 229.24
 **TOTAL 2,013.97
 PROPERTY VALUATION FUND

**DEPT 2,013.97
 COUNTY ASSESSOR
 610-40-2202 SUPPLIES - VEHICLE FUEL 398.50
 610-40-2203 CONTRACTS - EQUIPMENT MAINT 512.00
 610-40-2207 TELECOMMUNICATIONS 344.16
 610-40-2218 MAINTENANCE & REPAIR-FURN/FIX/EQ 759.31
 **TOTAL 261.47
 CLERK'S EQUIPMENT FUND

**DEPT 261.47
 COUNTY CLERK
 612-20-2203 CONTRACTS - EQUIPMENT MAINT 110.70
 612-20-2218 MAINTENANCE & REPAIR-FURN/FIX/EQ 38.68
 612-20-2308 VOTING MACHINE STORAGE 112.09
 **TOTAL 220.75
 RURAL ADDRESSING

**DEPT 220.75
 RURAL ADDRESSING
 675-07-2203 CONTRACTS - EQUIPMENT MAINT 192.07
 675-07-2207 TELECOMMUNICATIONS 28.68
 **TOTAL 28.68
 P&Z COURT FEES

**DEPT 28.68
 PLANNING & ZONING
 685-08-2207 TELECOMMUNICATIONS 28.68
 **TOTAL 20.45
 DOMESTIC VIOLENCE GRANT

**DEPT 20.45
 WIND PILOT
 690-09-2202 SUPPLIES - VEHICLE FUEL 20.45
 **TOTAL 6,442.91
 EMERGENCY-911 FUND

**TOTAL 6,442.91
 EMERGENCY-911 FUND

**DEPT
911-80-2203

911-DISPATCH CENTER
CONTRACTS - EQUIPMENT MAINT

5,351.69
4,386.97

.00
.00

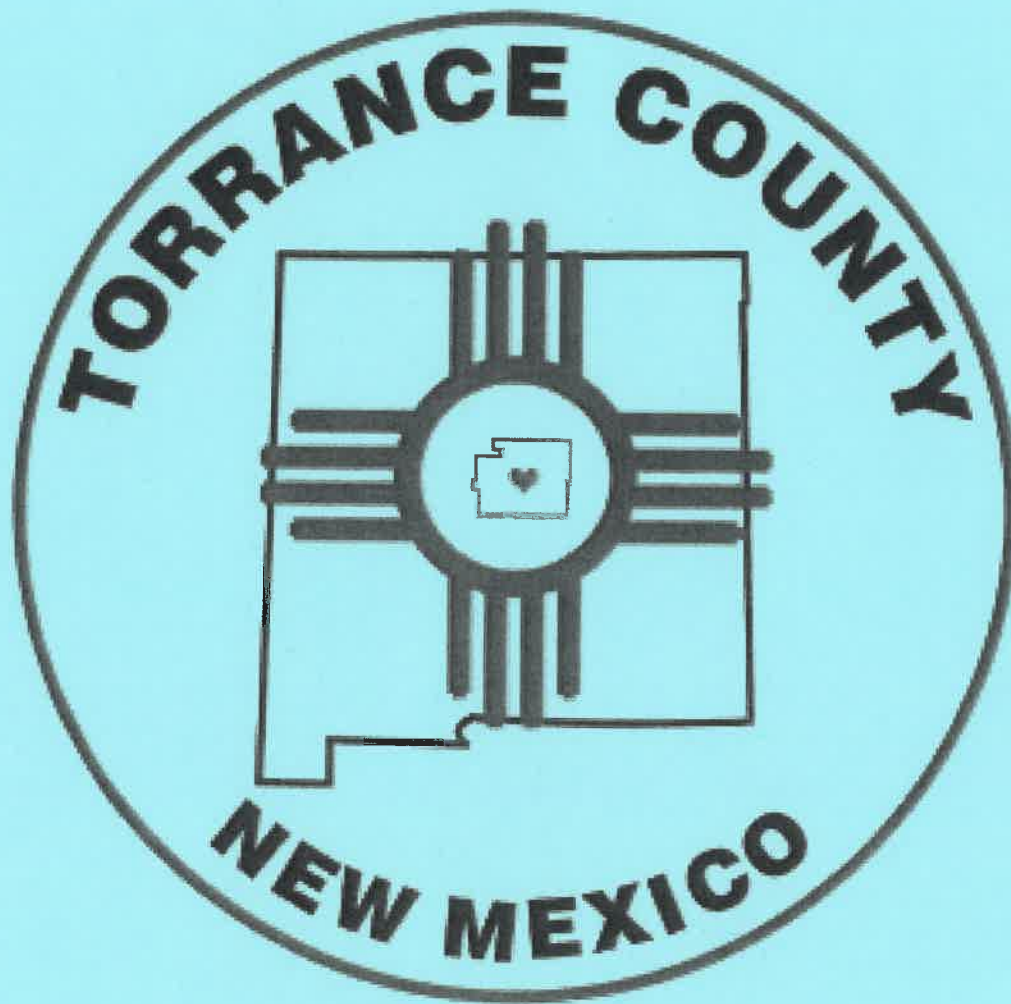
	DEBITS	CREDITS
911-80-2207	TELECOMMUNICATIONS	687.25
911-80-2208	UTILITIES - ELECTRICITY	231.75
911-80-2215	MAINTENANCE & REPAIRS-BUILD/STRU	45.72

**DEPT		
911-85-2266	DPA TRAINING GRANT	1,091.22
	EMPLOYEE TRAINING	1,091.22

BANK01	US BANK	455,482.91
	** BANK TOTALS **	455,482.91



*Agenda Item
No. 10*



*Agenda Item
No. 11-A*

RESOLUTION

Torrance County

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM
ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Torrance County and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$249,203.00 to be funded in proportional share by the parties hereto as follows:

New Mexico Department of Transportation's share shall be 75% or \$186,902.00
and
Torrance County's proportional matching share shall be 25% or \$62,301.00

Torrance County shall pay all costs, which exceed the total amount of \$249,203.00

Now therefore, be it resolved in official session that Torrance County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on December 31, 2020 and the County of Torrance incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the Torrance County to enter into Cooperative Agreement Project Number CAP-5-20(472), Control Number L5003163 with the New Mexico Department of Transportation for LGRF Project for year 2019-2020 to within the control of Torrance County in Estancia, New Mexico.

(Signatures of Torrance County Commission)

TORRANCE COUNTY COMMISSION

Ryan Schwebach

Kevin McCall

Javier E. Sanchez

Attest

County Clerk

Contract No. _____
Vendor No. 0000054405
Control No. L500363

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Torrance County** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements and Blading & Shaping of Various County Roads**, as described in Control No. **L500363**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Two Hundred Forty Nine Thousand Two Hundred Three Dollars and no Cents (\$249,203.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$186,902.00**

Pavement Rehabilitation/Improvements and Blading & Shaping of Various County Roads,

2. The Public Entity's required proportional matching Share shall be 25% **\$62,301.00**
For purpose stated above

3. Total Project Cost **\$249,203.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Eighty Six Thousand Nine Hundred Two Dollars and no Cents (\$186,902.00)**.

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State

Transportation Commission.

- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2020**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is to be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Torrance County

By: _____

Date: _____

Title: _____

Attest: _____
Torrance County Clerk

Torrance County Road Department
County Maintained Designated Roadways
Job Scope Summary
Fiscal Year 2019/20
Project Agreement –CAP

<u>Camino Del Norte</u>	<u>1Mile</u>	<u>\$16,911.60</u>
<u>Martinez Road</u>	<u>2.5 Miles</u>	<u>\$161,769.30</u>
<u>V Hill Road</u>	<u>1Mile</u>	<u>\$70,623.50</u>
<hr style="border-top: 1px dashed black;"/>		
Estimated Mileage and Cost	4.5 Miles	\$249,304.40



*Agenda Item
No. 11-B*

RESOLUTION

Torrance County

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM
ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Torrance County and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$114,472.00 to be funded in proportional share by the parties hereto as follows:

New Mexico Department of Transportation's share shall be 75% or \$85,854.00
and
Torrance County's proportional matching share shall be 25% or \$28618.00

Torrance County shall pay all costs, which exceed the total amount of \$114,472.00

Now therefore, be it resolved in official session that Torrance County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on December 31, 2020 and the County of Torrance incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the Torrance County to enter into Cooperative Agreement Project Number SP-5-20(186), r, Control Number L500361 with the New Mexico Department of Transportation for LGRF Project for year 2019-2020 to within the control of Torrance County in Estancia, New Mexico.

(Signatures of Torrance County Commission)

TORRANCE COUNTY COMMISSION

Attest

Ryan Schwebach

County Clerk

Kevin McCall

Javier E. Sanchez

Contract No. _____
Vendor No. 0000054405
Control No. L500361

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the New Mexico Department of Transportation (Department) and Torrance County (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements and Blading & Shaping of Various County Roads**, as described in Control No. **L500361**, and the Public Entity’s resolution attached as **Exhibit C (Project)**. The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is **One Hundred Fourteen Thousand Four Hundred Seventy Two Dollars and no Cents (\$114,472.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75% **\$85,854.00**

Pavement Rehabilitation/Improvements and Blading & Shaping of Various County Roads,

2. The Public Entity’s required proportional matching Share shall be 25% **\$28,618.00**
For purpose stated above

3. Total Project Cost **\$114,472.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **Eighty Five Thousand Eight Hundred Fifty Four Dollars and no Cents (\$85,854.00)**.

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State

Transportation Commission.

- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities form**, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2020**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Torrance County

By: _____

Date: _____

Title: _____

Attest: _____
Torrance County Clerk

Torrance County Road Department

**County Maintained Designated Roadways
Job Scope Summary
Fiscal Year 2019/20**

Project Agreement-SP

<u>Consuelo Ln</u>	<u>.8 Miles</u>	<u>\$38,171.84</u>
<u>Dana Ln</u>	<u>.8Miles</u>	<u>\$39,171.84</u>
<u>Teresa Ln</u>	<u>.8 Miles</u>	<u>\$39,171.84</u>

Estimated mileage and cost	2.4 Miles	\$114,515.52
-----------------------------------	------------------	---------------------

Estimated Summary of Costs and Quantities				Equipment	Labor	Materials
Entity:	Torrance County Road Department	DO:	CN:			
Project No.:	SP 2019-20					
Termini:	County Roads-*Consuelo Ln Chip Seal * Go W. on A087 to Teresa Ln turn N. Start, proceed .8 miles					
	Dana Ln Chip Seal - go W. on A087 to Dana Ln Turn N. Start proceed . 8 Miles to end of project					
	Teresa Ln- go west on A087 to teresa Ln turn N. start, proceed for .8 Miles to end of project.					
	Total Miles	2.4				
Scope of Work:	Pavement Rehabilitation/Improvements and Blading & Shaping on various county roads within the control of public entity.					
Item Description	Unit	Final Quantity	Unit Cost	Final Cost		
Equipment/Labor						
Equipment	hours	1005	\$41,541791	\$ 14,512.50	\$14,513	
Labor	hours	1155	\$15,446364	\$ 6,853.35	\$6,853	
Material						
Fog Seal	Tons	21	\$470.77	\$ 9,886.17		\$9,886
HFE 90	Tons	54	\$570.00	\$ 30,780.00		\$30,780
HFE 100	Tons	54	\$700.00	\$ 37,800.00		\$37,800
Chips 1/2	Tons	753	\$19.50	\$ 14,683.50		\$14,684
Base coarse				\$ -		\$0
Total Estimated Cost				\$114,515.52	\$14,513	\$93,150
					Total	\$114,516
				Project Total		\$ 114,516.00
Torrance County Manager		Date:		Total Award		\$ 114,472.00
						\$ 44.00



*Agenda Item
No. 11-C*

RESOLUTION

Torrance County

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM
ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Torrance County and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$131,481.00 to be funded in proportional share by the parties hereto as follows:

New Mexico Department of Transportation's share shall be 75% or \$98,611.00
and
Torrance County's proportional matching share shall be 25% or \$32,870.00

Torrance County shall pay all costs, which exceed the total amount of \$131,481.00

Now therefore, be it resolved in official session that Torrance County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on December 31, 2020 and the County of Torrance incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the Torrance County to enter into Cooperative Agreement Project Number SB-7803(105)20, Control Number L500362 with the New Mexico Department of Transportation for LGRF Project for year 2019-2020 to within the control of Torrance County in Estancia, New Mexico.

(Signatures of Torrance County Commission)

TORRANCE COUNTY COMMISSION

Ryan Schwebach

Kevin McCall

Javier E. Sanchez

Attest

County Clerk

Contract No. _____
Vendor No. 0000054405
Control No. L500362

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Torrance County** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements and Blading & Shaping of Various County Roads**, as described in Control No. **L500362**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **One Hundred Thirty One Thousand Four Hundred Eighty One Dollars and no Cents (\$131,481.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$98,611.00**

**Pavement Rehabilitation/Improvements and Blading & Shaping of
Various County Roads,**

2. The Public Entity's required proportional matching
Share shall be 25% **\$32,870.00**
For purpose stated above

3. Total Project Cost **\$131,481.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Ninety Eight Thousand Six Hundred Eleven Dollars and no Cents (\$98,611.00)**.

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State

Transportation Commission.

- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2020**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Torrance County

By: _____

Date: _____

Title: _____

Attest: _____
Torrance County Clerk

Torrance County Road Department
County Maintained Designated Roadways
Job Scope Summary
Fiscal Year 2019/20

Project Agreement –SB

<u>Lesperance Road</u>	<u>2 Miles</u>	<u>\$50,734.80</u>
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<u>Mi Ranchito Road</u>	<u>1Mile</u>	<u>\$80,746.20</u>
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Estimated Mileage and Cost	3 Miles	\$131,481.00
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*Agenda Item
No. 11-D*



Resolution 2019-_____

Torrance County Investment Policy

This Resolution Supersedes Resolution 2019-20

INTRODUCTION:

This investment policy (“Policy”) becomes effective August 14, 2019 and applies to all financial assets of Torrance County (“County”).

This resolution establishes a policy for the prudent investment of County funds.

SCOPE:

The goal of this policy is to protect public funds and to invest County funds in a manner that insures the safety, liquidity and yield. This policy also establishes a clear understanding between the County and any bank, financial institution, investment broker or financial advisor utilized by the County as to the guidelines, limitations and directions that the County has determined appropriate for accounts under their purview. Financial institutions, brokers, advisors, banks or any other financial service providers shall be provided a copy of this investment policy and shall be required to notify the Treasurer and the Board of Finance if any transaction violates the objectives set forth in this policy prior to initiating the transaction. Consent of the Board of Finance shall be withheld for any transaction that does not follow the objectives set herein.

OBJECTIVE:

The primary objectives, in priority order, of Torrance County’s investment activities shall be:

Safety: Safety of principal is the foremost objective of the investment program. Investments of the County shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Liquidity: The County’s investment portfolio will remain sufficiently liquid to enable the County to meet all operating requirements which might be reasonably anticipated. Future use of funds shall be a criteria in determining maturities for any investment.

Yield: The County's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the County's investment risk constraints and the cash flow characteristics of the portfolio.

NOW THEREFORE BE IT RESOLVED THAT:

DELEGATION OF AUTHORITY: The Board of County Commissioners acting in its capacity as the County Board of Finance pursuant to 6-10-8 NMSA 1978 shall have authority to set policy for management of all County investments and insure that such policy is carried out. The Board of County Commissioners hereby adopts this policy.

The County Treasurer has ultimate authority, with the advice and consent of the Board of Finance, over the investment of public funds pursuant to 6-10-8 NMSA and as outlined in the policy and is hereby designated as the County's Investment Officer. The Investment Officer shall be responsible for all investment transactions and shall implement and maintain the system of controls outlined in the policy in order to regulate investment activities. The Treasurer shall designate in writing an employee of the Treasurer's office to act on the Treasurer's behalf in the absence of the Treasurer.

PRUDENT PERSON RULE: All investments of County funds shall be governed by the Prudent Person Rule of investment. Specifically, investments shall be made with judgment and care; under circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived.

ETHICS AND CONFLICT OF INTEREST: Board of Finance members, the County Manager, the County Treasurer, the Finance Director, members of the Investment Committee, and any and all investment officials shall refrain from personal business activity that could conflict with the proper execution of the County's investment program or which could affect or impair their ability to make impartial investment decisions on behalf of the County pursuant to 6-10-40 and 6-10-53 NMSA 1978 and the New Mexico Constitution Article V111, Section 4.

CASH MANAGEMENT: The County Commission, County Manager, Finance Director, and County Treasurer will maintain ongoing communication regarding projected revenue and expenditures so that adequate cash flow can be maintained for daily operations. The County Treasurer must be notified of any large expenditures anticipated so that cash liquidity can be planned accordingly. The County Treasurer will take into consideration these projected cash needs of the County when setting investment maturity dates.

INVESTMENT COMMITTEE: An Investment Committee shall be appointed by the County Board of Finance as an advisory committee formed to advise the County Treasurer and Board of Finance regarding investment policies and practices. The Investment Committee will consist of

five voting members consisting of the County Treasurer, the Chief Deputy Treasurer, the County Manager or designee, and two members of the public. The County Attorney will serve as an ex-officio member of the committee. The County Treasurer shall choose the public members with the advice and consent of the Board of Finance on an annual basis. Terms for members of the public shall begin at the beginning of each fiscal year.

The County Treasurer will serve as the chairperson and the Chief Deputy Treasurer will serve as the vice-chairperson of the Investment Committee.

The Investment Committee is charged with the following responsibilities with regards to this policy:

1. To review, at least annually and recommend changes to the Investment Policy.
2. To review the investment transactions and make recommendation regarding proper controls to guarantee the integrity and security of the Treasurer's investment portfolio.
3. Request a legal review of county investments to assure compliance with current state laws and policies of the County Board of Finance.
4. Meet at least quarterly to deliberate and advise such topics as: economic outlook, portfolio diversification and maturity structure, potential risks and the target rate of return on the investment portfolio.
5. Recommend depositories, custodians and broker/dealers.

INVESTMENTS:

1. Consistent with 6-10-36(B) NMSA 1978, County funds may be deposited in noninterest-bearing checking accounts in one or more banks, savings and loan associations or credit unions designated as checking depositories located within the geographical boundaries of the County to the extent the deposits are insured by an agency of the United States.
2. Consistent with 6-10-36(C) NMSA 1978, all funds available for investment may be placed in interest-bearing deposits in qualified banks and savings and loan associations within the geographical boundaries of the county. The funds are to be equitably distributed among the depositories in the proportion that each bank's or savings and loan association's deposits bear to the total deposits of all banks and savings and loan associations that have their main office or staffed branch office within the geographical boundaries of the County.
3. Consistent with 6-10-44 NMSA 1978, if the County Treasurer has on hand more money that can be equitably and ratably divided among the qualified depositories (per 6-10-36 NMSA 1978), the County Treasurer may temporarily invest such excess funds in United States bonds or treasury certificates.
4. Consistent with 6-10-10.1 NMSA 1978, where the County Treasurer is unable to receive interest on county funds as set forth in 6-10-36 NMSA 1978, and said funds are not required for current expenditure, the County Treasurer may remit some or all such money to the State Treasurer for deposit for the purpose of investment.
5. Consistent with 6-10-10 NMSA 1978 where the County Treasurer has on hand sinking funds or money remaining unexpended from proceeds of any issue of bonds or other

negotiable securities of the county and all money not immediately necessary for public uses, the Treasurer may invest said monies in

- a. Bonds or negotiable securities of the United States, the state or a county, municipality or school district as specified in the statute.
 - b. Securities that are issued and backed by the full faith and credit of the United States government or issued by its agencies or instrumentalities.
 - c. Federally insured obligations, including brokered certificates of deposit, certificate of deposit account registry service and federally insured cash accounts.
6. Pursuant to 6-10-36(E) NMSA 1978, the rate of interest to be paid on County funds deposited in interest bearing accounts is that amount set by the State Board of Finance, but in no case is the amount to be less than one hundred percent of the asked price on the United States Treasury Bills of the same maturity on the day of deposit.

BANK COLLATERAL: Torrance County will require collateral of one hundred and two percent (102%) on all deposits and investments in amounts greater than FDIC coverage. All collateral securities shall conform to 6-10-16 NMSA 1978.

If a bank is unable to meet the collateral levels required, the County Treasurer shall cease to make deposits and shall make withdrawals of deposits in the order in which they would otherwise mature down to an amount which can be collateralized at the appropriate level. The withdrawals of County deposits shall not be subject to the assessment of a penalty for early withdrawal, except to the extent required to be imposed by Federal law and in the event only the minimum penalty required to be imposed shall be imposed by the bank.

APPROVED BANK COLLATERAL: Public money may be invested with banks, savings banks, and credit unions having their main or manned branch offices within the geographical areas of the County, which have qualified as public depositories by reason of insurance of the account by an agency of the United States (FDIC), or by depositing collateral security of United States Treasury or agency securities as provided herein, letters of credit from the Federal Home Loan Bank or by giving bonds as provided by law per §6-10-36.C. NMSA 1978. However, said collateral must have a daily closing price (mark to market) that is equal to or greater than the FDIC uninsured amount of the Certificate of Deposit subject to the collateral percentage requirements set forth herein. Additionally, if a Surety is used pursuant to §6-10-16-.1 NMSA 1978 the maturity of the Certificate of Deposit may not exceed the time in which the Surety may expire for any reason.

SAFEKEEPING OF SECURITIES: All investment securities other than local financial institutions Certificates of Deposit purchased by the County shall be held in third-party safekeeping by an institution acceptable to the County. The safekeeping institution shall issue a safekeeping receipt or other evidence to the County listing the specific instrument, rate, amount, maturity date, instrument number, term and other pertinent information. Any financial institution holding securities for the benefit of the County shall be required to provide insurance sufficient to cover all said securities in the event that the financial institution fails financially and is unable to meet obligations to securities clients. Insurance such as Securities Investor Protections Corporation (SIPC) and private insurance shall be acceptable.

BE IT FURTHER RESOLVED that the interest earned from County investments be deposited into Fund 642 - Investment Interest to be used for future expenses as determined by the Board of County Commissioners.

DONE at Estancia, New Mexico, Torrance County this 14th day of August 2019.

TORRANCE COUNTY COMMISSION

Kevin McCall, District 1

Attest:

Ryan Schwebach, Chair, District 2

County Clerk

Javier E. Sanchez, District 3



*Agenda Item
No. 11-E*

1 **TORRANCE COUNTY**
2 **BOARD OF COUNTY COMMISSIONERS**
3 **RESOLUTION NO. R 2019-**

4

5 **A RESOLUTION ESTABLISHING THE TORRANCE COUNTY GRANT PROGRAM**
6 **MANAGEMENT POLICIES AND PROCEDURES**

7

8 **WHEREAS**, grants are a useful and necessary part of providing services to the residents
9 of Torrance County; and

10 **WHEREAS**, each grant has its own set of requirements and qualifications; and

11 **WHEREAS**, Torrance County created a Grant Coordinator position for the purpose of
12 identifying potential grant funding; and

13 **WHEREAS**, the Grant Coordinator is charged with grant compliance; and

14 **WHEREAS**, it is necessary to have a clear and consistent policy to facilitate both the
15 timely completion of grant applications and reporting requirements.

16 **NOW, THEREFORE BE IT RESOLVED** the Torrance County Board of
17 Commissioners does hereby adopt the attached document entitled "Grant Program Management
18 Policies and Procedures"; and

19 **BE IT FURTHER RESOLVED** that the attached policy replaces any previous policies
20 or resolutions.

21 **DONE THIS 14th DAY OF AUGUST, 2019.**

22

23 **APPROVED AS TO FORM:**

BOARD OF COUNTY COMMISSIONERS

24

25 _____
26 County Attorney Date

Ryan Schwebach, Chair

27

28

29

Javier Sanchez, Vice Chair

30

31

32

Kevin McCall, Member

33

ATTEST:

34

Linda Jaramillo, County Clerk

36

37 Date: _____

38

1 **Grant Program Management Policies and Procedures**

2

3 **I. Purpose and Authority**

4 The Torrance County Grant Committee has developed these policies and procedures to insure that all
5 current and future grant-funded programs are in full compliance with the terms and conditions of the
6 contract between Torrance County and the Funding Agency. Furthermore, standardization of
7 administrative procedures will enable the Torrance County Grant Coordinator, and the Offices of the
8 County Manager, Treasurer, and Finance to provide oversight of the grant application process and routine
9 monitoring and full oversight of all grant-funded programs.

10

11 **II. Staff Positions, Departments, and Programs Affected**

12 These policies and procedures apply to all employees, Departments, Elected Officials, Department Heads,
13 and Grant Program Managers who are responsible for full implementation of policies and procedures as
14 they apply to prior, pending, current, and future grant-funded programs.

15

16 **III. Policy**

17 **1. Coordination of Grant Policy and Grant Operations**

18 In order to track and manage grants through all stages of pre-award and post-award activity, Torrance
19 County designates the Grant Coordinator within the County Manager’s Office and the Grant Committee
20 as responsible for implementing this policy. The Grant Committee consists of the Grant Coordinator as
21 chair, County Manager or designee, Finance Director, County Treasurer, Deputy Treasurer, and
22 Purchasing Director. The Grant Coordinator is the organizational point-of-contact for all grant activity.

23 The Grant Coordinator shall:

- 24 • Recommend changes in grant policy and procedures as needed to the Grant Committee, County
25 Manager, and Board of County Commissioners, herein after referred to as “Board.”
- 26 • Serve as the County-wide point-of-contact for funding research and writing grant proposals
27 including but not limited to:
 - 28 ○ Cooperating with Departments to identify issues and projects that require funding
29 assistance and maintain a grant funding plan.
 - 30 ○ Identifying and informing Departments about appropriate funding opportunities.
 - 31 ○ Assisting Departments with the writing and review of grant proposals.
 - 32 ○ Coordinating submission of Federal proposals by maintaining centralized access to
33 Grants.gov and eGrants to ensure the correct DUNS and SAMs registration is utilized
34 consistently between Departments and that appropriate workspace roles are established.

- 1 ○ Providing training and technical assistance to County staff involved in any aspect of
- 2 proposal writing.
- 3 • Assist Departments and Grant Program Managers designated by Department Heads to interpret
- 4 and apply policies and regulations of a grant and the Funding Agency.
- 5 • Track grant applications, awards, and major project management decisions associated with
- 6 awarded grants including but not limited to:
 - 7 ○ Tracking revenues and expenditures associated with approved grants.
 - 8 ○ Documenting cash and in-kind match resources for each grant award and collaborating
 - 9 with Departments to ensure that all match requirements are met.
 - 10 ○ Reviewing all drawdowns of grant funding to ensure they conform to funding source
 - 11 requirements.
 - 12 ○ Maintaining a complete record of all grant documentation in electronic and paper formats
 - 13 organized by year of award for minimum of seven (7) years.
- 14 • Maintain a standardized set of forms used for grant management and make available to all
- 15 Departments and Grant Program Managers.
- 16 • Maintain SAMs registration.
- 17 • Provide information for and participate in Funding Agency site visits, monitoring, and audits.

18

19 **2. Department Responsibility for Grants**

20 Department personnel will work with the Grant Coordinator to identify issues and projects that need
21 funding, identify funding sources, and write grant proposals with the Grant Coordinator. Department
22 personnel will also manage the day-to-day operations of a grant-funded program and grant award.

23 Department Heads are accountable for the grants that are within their departmental jurisdiction. In cases
24 where more than one department is responsible for a grant, a lead department shall be designated. In this
25 instance, all Department Heads shall be accountable.

26 Each Department Head shall:

- 27 • Designate a Grant Program Manager for every grant awarded to the Department.
- 28 • Notify the Grant Coordinator of intentions to apply for a grant or receipt of a proposal or grant
- 29 approval/contract.
- 30 • Implement/manage awarded grant projects according to the terms and conditions of each grant
- 31 proposal and grant award.
- 32 • Work with the Grant Program Manager to ensure grant awards are accurately tracked.
- 33 • Consult with the Grant Coordinator as needed to ensure compliance with County and Funding
- 34 Agency policies and procedures.

- 1 • Ensure reimbursement requests are submitted on or prior to designated due dates to minimize the
2 advance use of County funds. All drawdowns of grant funding must conform to funding source
3 requirements and County policies pertaining to the receipt of grant funds.
- 4 • Ensure that the Department observes all project reporting requirements and timely submits all
5 financial and program reports as specified by each grant award to the Funding Agency and Grant
6 Coordinator.
- 7 • Provide information for and participate in Funding Agency site visits, monitoring, and audits.

8

9 **3. Finance Department Functions and Responsibilities**

10 The Finance Department shall:

- 11 • Review all drawdowns of grant funding to ensure they conform to internal Finance policies.
- 12 • Establish appropriate account code assignments for charging costs to grants.
- 13 • Record expenditures associated with approved grants.
- 14 • Ensure the accounting system of the County tracks revenue and expenditures associated with
15 every grant award.

16

17 **4. County Treasurer Functions and Responsibilities**

18 The County Treasurer shall:

- 19 • Have exclusive authority to deposit all grant funding received by the County into appropriate
20 accounts.
- 21 • Record revenues associated with approved grants.

22

23 **5. Internal Compliance Audit**

24 All grants awarded to the County are subject to compliance with the *Grant Program Management*
25 *Policies and Procedures*. The County Manger or Board may approve a compliance audit, at their
26 discretion, or at the request of the Grant Coordinator, of any grant awarded to the County at any time.

27 If a grant program should be determined to be non-compliant with the *Grant Management Policies and*
28 *Procedures* or the Funding Agency, the Grant Coordinator will notify the Department Head and Grant
29 Program Manager, in writing, of specific deficiencies and required corrective action steps.

30 The corrective action steps must be completed within thirty (30) days of notification by the Grant
31 Coordinator. If the corrective action steps cannot be completed within the thirty (30) day period, then the
32 Department Head and/or Grant Program Manager shall send a letter explaining the reason and requesting
33 a time extension to the Grant Coordinator. Additional time may be granted on a case-by-case basis, and
34 the Grant Coordinator and County Manager shall make that determination within ten (10) days of receipt
35 of a request for extension. Continued non-compliance of a grant program will result in suspension of all

1 purchase orders and expenditure privileges, disciplinary action (reprimand, suspension, demotion, and/or
2 termination), and/or loss of grant administration rights/privileges.

3 The Department Head and/or Grant Program Manager may formally appeal non-compliant status to the
4 Board through the County Manger.

5

6 **IV. Procedures**

7 **1. Grant Application and/or Renewal Process**

8 The Grant Coordinator and County personnel will work together to identify issues and projects that need
9 funding, identify funding sources, and write grant proposals. When a problem or project requiring funding
10 is determined, the person identifying the issue/project and/or Grant Coordinator will complete a *Problem*
11 *Statement Form* to initiate a funding search. The Grant Coordinator will notify the applicable Department
12 Head and/or Grant Program Manager that a funding search has started. The Grant Coordinator shall
13 maintain a copy of the form and use it to guide a search for funding opportunities. Once a funding
14 opportunity is located, the Grant Coordinator will notify the Office of the County Manager and the
15 applicable Department immediately. Departments may continue their own search but shall notify the
16 Grant Coordinator immediately if a potential funding opportunity is discovered.

17 Once a grant opportunity is located, the Grant Coordinator will work with the Department Head or Grant
18 Program Manager or other designated point-of-contact to determine feasibility and eligibility, identify
19 contributors to the grant application, and define a plan of action to prepare and submit the application
20 timely.

21 The Department and/or Grant Coordinator shall present a grant synopsis to the Board using the *Grant*
22 *Application Review and Approval* form. Except as provided in this paragraph and Subsection 2
23 immediately below, the County Manager may not approve any grant application until the Board
24 authorizes the County Manager to proceed with the grant application and act with the authority of the
25 Board during the application process. Approval to proceed with the application shall be recorded on the
26 *Grant Application Review and Approval* form. The County Manager is authorized to approve grant
27 applications in cases where the associated County match is less than or equal to \$5,000 and the
28 application deadline is prior to the next regularly scheduled Board meeting. In such cases, the grant
29 application shall be presented to the Board for concurrence and County match funding approval at the
30 next regularly scheduled meeting.

31 The Grant Coordinator will maintain an electronic and hard copy of all documents associated with an
32 application including:

- 33 • Problem Statement Form
- 34 • Notice of Funding Opportunity (NOFO) or Request for Proposal (RFP)
- 35 • Notes and Information gathered to prepare the proposal
- 36 • Application Drafts and Approvals
- 37 • Correspondence
- 38 • Final Application

- 1 • Miscellaneous documents including presentations to the Board.
- 2 • *Grant Application Review and Approval* form.

3

4 **2. Grant Award Process**

5 Departments receiving a grant award/contract/agreement, renewal, extension, or amendment; herein after
6 referred to as “agreement,” shall submit a full copy of the agreement to the Grant Coordinator for review
7 by the Grant Committee. The Department Head and/or Department Grant Program Manager shall attend
8 the Grant Committee meeting to present a summary of the agreement and answer questions regarding the
9 grant. Approval by the Grant Committee shall be recorded on the *Grant Review Summary* form.

10 Upon the Grant Committee’s review and approval of the agreement, the Department must file an agenda
11 request with the Torrance County Manager’s Office to be added to the next Board meeting. Three original
12 grant agreements and the required number of copies must be attached to the agenda request and submitted
13 according to required deadlines and rules set by the Manager’s Office. A copy of the agreement, along
14 with a request to approve as to form and sufficiency, must also be submitted to the County Attorney
15 immediately following approval by the Grant Committee. If the grant agreement does not have a specific
16 place for legal review, then the County Attorney shall provide any warranted approval using the *Form*
17 *and Sufficiency Approval* form.

18 Following approval of the agreement by the Grant Committee, then Departments and/or the Grant
19 Coordinator must appear at the Board meeting to present an oral summary of the grant agreement. The
20 Board will consider the agreement, *Grant Review Summary* form, and *Form and Sufficiency Approval*
21 form, if applicable, and any statements made by the Departments and/or Grant Coordinator as part of the
22 decision making process. The Board will make the final determination to accept or reject the grant award.
23 Acceptance of the agreement shall be formalized by Board member signatures on the agreement.

24 If the grant agreement deadline does not permit for Board review during a regularly scheduled Board
25 meeting, and if the agreement specifies a match from the County of \$5,000 or less of cash or in-kind, the
26 County Manager is authorized to approve and sign the grant agreement after individually notifying all
27 Board members and affording them the opportunity to request a special meeting for the purpose of grant
28 agreement approval. In such cases, the executed grant agreement shall be presented to the Board at the
29 next regularly scheduled meeting for concurrence and funding approval. At no time shall the County
30 Manager approve a grant agreement if it is possible for the Board to review the agreement at a regularly
31 scheduled meeting.

32

33 **3. Grant Contract Management**

34 Department employees, Elected Officials, Department Heads, and/or Grant Program Managers who are
35 responsible for grant-funded programs are required to attend a Training Workshop on Torrance County’s
36 Grant Management procedures. The Grant Coordinator will conduct trainings on an as-needed basis.

37 The grant contract file format will be standardized. This content will be provided and maintenance
38 procedures reviewed during the training workshop. Each grant file will fully document the grant and will
39 generally include:

- 1 • Section 1: Pre-Award Documentation
- 2 ○ Notice of Funding Opportunity (NOFO) or Request for Proposal (RFP)
- 3 ○ Program Guidance
- 4 ○ Application
- 5 • Section 2: Contractual Documents
- 6 ○ Award Letter
- 7 ○ Complete copy of the contract with scope of work and reporting requirements
- 8 ○ Grant Committee, County Attorney, and Board approvals.
- 9 ○ Budget
- 10 ○ Amendments
- 11 • Section 3: Correspondence
- 12 ○ Correspondence from Torrance County
- 13 ○ Correspondence from Funding Agency
- 14 • Section 4: Financial Reports
- 15 ○ Procurement Records
- 16 ○ Invoices
- 17 ○ Accounts Payable Forms
- 18 ○ Reimbursement Requests
- 19 ○ Receipts
- 20 ○ Deposit Slips
- 21 ○ Checks and/or Journal Entries reflecting ACH (automatic clearing house) payments
- 22 ○ Liquidation Records
- 23 • Section 5: Program Reports
- 24 ○ Program Reports specified in the grant agreement
- 25 • Section 6: Miscellaneous
- 26 ○ All other documentation necessary to maintain complete record of the grant

27 Department employees, Elected Officials, Department Heads and/or Grant Program Managers who are
28 responsible for grant funded programs are required to maintain a grant file at their department site and
29 give all documents including correspondence to the Grant Coordinator on at least a monthly basis. The
30 Grant Coordinator will be responsible for the Official Grant File containing all original documents which
31 will be maintained in a centralized location for audit purposes.

32
33

1 **4. Budget Process**

2 A budget request must be submitted to the Finance Department on the *Budget Request* Form before a
3 grant can be incorporated into the County's budget. Grant approval by the Board does not automatically
4 or necessarily constitute approval of the final budget.

5 All budget increases are subject to approval by the Department of Finance and Administration (DFA).
6 Grant funds may not be expended or encumbered prior to DFA approval without the approval of the
7 Finance Director.

8

9 **5. Fiscal Management**

10 Department employees, Elected Officials, Department Heads and/or Grant Program Managers who are
11 responsible for grant-funded programs are required to file reimbursement requests on a monthly basis,
12 unless otherwise specified by the Funding Agency in the grant agreement. The Department must keep an
13 up-to-date calendar of all report due dates to ensure all reports are submitted timely. A copy of this
14 calendar must be provided to the Grant Coordinator. All reimbursement requests must be reviewed by the
15 Grant Coordinator prior to submission to the Funding Agency to ensure accuracy and grant compliance.

16 When a request for reimbursement is submitted, a corresponding deposit slip, in the approved format,
17 must be filed with the Torrance County Treasurer and a copy sent to the Grant Coordinator. The deposit
18 slip must reflect the correct grant name, deposit line item, the time frame of the reimbursement, the
19 Department, and the name of the depositor. A deposit slip will be provided to each Department. The
20 deposit slip cannot be modified by the Department in any way.

21 Once reimbursement is received, a copy of the check and/or journal entry reflecting ACH (automatic
22 clearing house) payment must be sent to the Grant Coordinator to be placed in the grant folder.

23

24 **6. Federal Grants**

25 **Drawdowns**

26 A. Federal grant drawdowns must be based on actual expenditures incurred during the
27 reimbursement cycle being reported.

28 B. If a Department wants to drawdown funds that have not been expended, they must have written
29 permission from the County Manager and the Finance Department. **Drawdowns of Federal**
30 **grant funds should be the minimum amounts needed for disbursements to be made**
31 **immediately or within 10 days of the drawdown.**

32 C. All amounts for drawdowns requested must be supported by documentation (invoices, expense
33 reports, etc.).

34 D. A copy of all drawdowns with supporting documentation, and a deposit slip must be submitted to
35 the Grant Coordinator, Finance Department, and the County Treasurer's Office immediately after
36 submission to the Funding Agency.

37

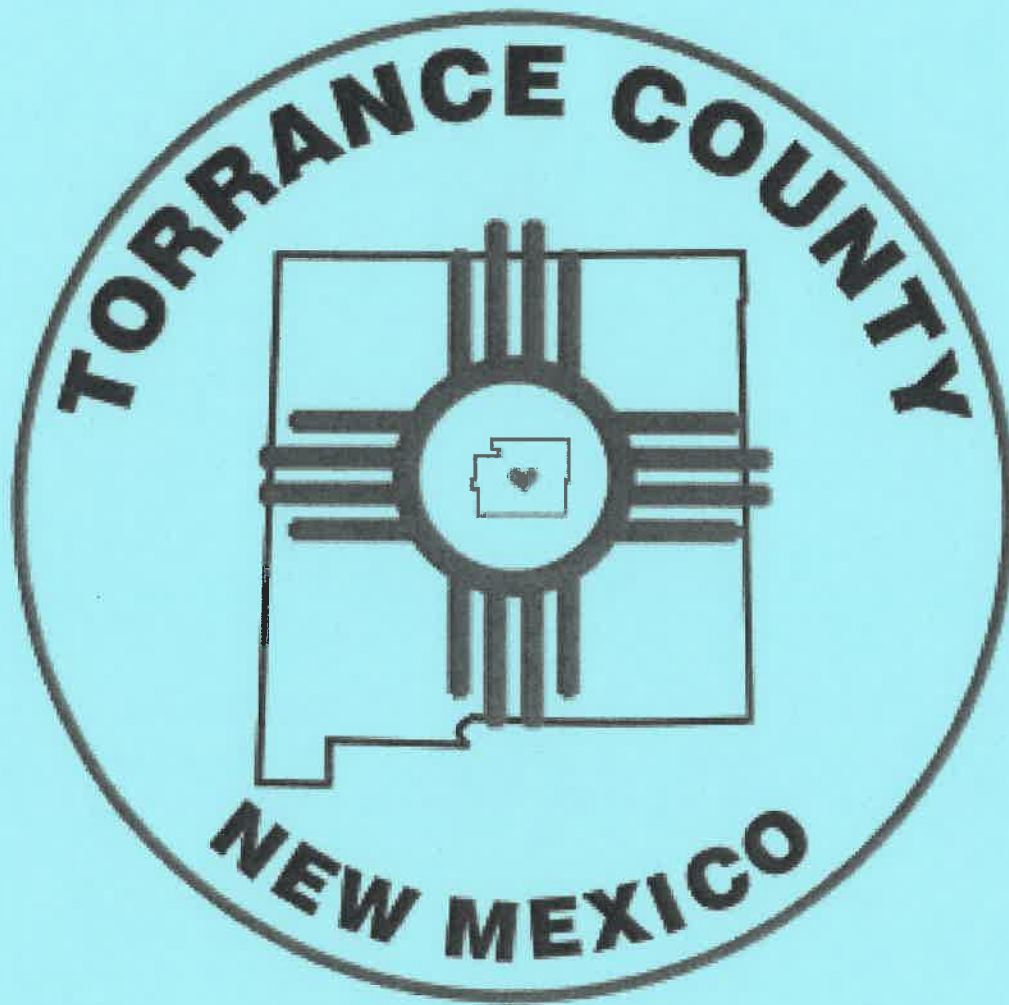
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1 **Financial Reports**

- 2 A. All Federal Financial Reports must be accurately prepared by the responsible Department and
3 submitted to the Grant Coordinator prior to submission to the Federal Funding Agency. The
4 Grant Coordinator will review the report for mathematical accuracy and compliance with Federal
5 grant procedures.
- 6 B. The Department must keep an up to date calendar of all report due dates to ensure all reports are
7 submitted timely. A copy of this calendar must be provided to the Grant Coordinator to ensure
8 deadlines established by Federal grant administration procedures are met.

9 **Other Reports and Requirements of Federal Grants:**

- 10 A. It is the responsibility of the Department to review the most current version of the Federal grant
11 administration procedures to ensure compliance. A copy must be provided to the Grant
12 Coordinator for additional monitoring and compliance.
- 13 B. Non-compliance with any Federal grant procedures and/or audit findings may result in future
14 grant application and administration restrictions by the Board.



*Agenda Item
No. 12-A*

**TORRANCE COUNTY
PROFESSIONAL SERVICES CONTRACT**

This contract is entered into this 1st day of July, 2019, by and between the COUNTY of Torrance, hereinafter referred to as "COUNTY," and Presbyterian Medical Services, hereinafter referred to as "CONTRACTOR." The County is receiving and administering funds from the New Mexico Department of Health, hereinafter referred to as "DOH," for the Rural Primary Health Care Act (RPHCA) to provide primary health care services in underserved areas of New Mexico. The COUNTY and CONTRACTOR agree:

ARTICLE 1. SCOPE OF WORK

- A. The CONTRACTOR shall ensure it fulfills all goals, objectives and activities as specified in MOA #22415 between the COUNTY and DOH.
- B. The CONTRACTOR shall operate a primary care clinic (the "Clinic") in Mountainair, New Mexico, and shall recruit, provide and retain health care personnel to ensure adequate availability of primary health care services at the Clinic. This Contract is only for the provision of primary health care and dental care and shall be restricted to expenditures for those purposes and in accordance with the budget in **Attachment I, Budget**. Such provision of health care personnel may be through direct employment or subcontracting by the CONTRACTOR. All candidates shall be considered on an equal opportunity basis without regard to race, age, color, national origin, sexual orientation, handicap or disability, religion or ethnicity. All candidates must be licensed or certified in the State of New Mexico or be eligible for licensure in accordance with the applicable laws and regulations of the appropriate professional boards.
- C. The CONTRACTOR shall recruit, provide and retain, either directly as employees or through a subcontract, any other personnel necessary for the operation of the Clinic. Whenever possible, as qualifications allow, the CONTRACTOR shall employ or subcontract with residents of the COUNTY.
- D. The CONTRACTOR shall provide not less than a "minimum level of primary health care services" which includes basic primary medical care services provided to the general population by a physician or midlevel practitioner.
- E. The CONTRACTOR shall provide to the COUNTY a copy of policies and procedures which assure that no person will be denied services because of inability to pay. The policies and procedures should address the needs of medically indigent persons below the federal poverty level guidelines who are not covered by third party payers, as well as those between 100 percent and 200 percent of the federal poverty level who do not have third party coverage. The CONTRACTOR shall post a notice in a conspicuous location in the patient waiting area that a sliding fee discount is available to eligible persons with income up to 200 percent of the federal poverty level who are not covered by third party payers. The CONTRACTOR shall advertise in the community, local media and other areas that a sliding fee discount is available to all eligible persons with income up to 200 percent of poverty and not covered by

third party payors. A copy of the sliding fee schedule shall be provided to the COUNTY no later than **November 15, 2019**.

- F. The CONTRACTOR shall assess all patients without third party coverage for Medicaid eligibility and participate, as appropriate, in on-site Medicaid eligibility determination, presumptive eligibility and Early Periodic Screening, Diagnosis and Treatment (EPSDT). The CONTRACTOR shall provide a monthly report to the COUNTY on the number of presumptive eligibility applications at the Clinic.
- G. The CONTRACTOR shall review Medicaid and Medicare reimbursement to assure maximization of generated revenues. The CONTRACTOR shall provide a monthly report to the COUNTY showing the number of patient encounters, charges by source and revenues by source. Revenues from Medicaid and Medicare shall reflect all payments including any cost settlements with the State or Federal Government. This monthly report shall also delineate any other revenues and the amounts received, including Federal Section 330 funds, other Federal or State grants, County indigent funds, interest earnings, donations and all other sources of revenue for the Clinic or its services.
- H. Monthly Level of Operations (MLO) and Summary Monthly Narrative shall be provided to DOH and the COUNTY no later than the **second Friday of each month** for the preceding month, or more frequently if requested. Such reports shall be in a format as provided by DOH. In addition, the following reports shall be provided to DOH and the COUNTY by **August 5, 2019**:
 - 1. Annual Projected Level of Operations for the Clinic
 - 2. Contract Action Plan
 - 3. Detailed Narrative Quality Improvement/Assurance Plan
 - 4. Health Outcome Measure – Diabetes hbA1c Control Annual Measurement Report
- I. The CONTRACTOR shall submit a detailed invoice to the Torrance County Manager's Office by the **tenth day of every month**, reflecting the total allowable expenses incurred for the previous month.
- J. The CONTRACTOR shall bill and collect payments for all billable patient care services. The CONTRACTOR shall maintain records to identify patient care encounters and collections including revenue source. The CONTRACTOR shall implement billing systems that will maximize collections of patient revenues.
- K. The CONTRACTOR shall maintain medical records at the Clinic and comply with all State and Federal regulations governing the maintenance and confidentiality of medical records.
- L. The CONTRACTOR shall maintain personnel records on all employees and conduct at least annual performance reviews. The CONTRACTOR shall also perform an annual performance review of any provider retained through contractual arrangements.

- M. The CONTRACTOR shall collaborate with all public and private local health organizations and providers to avoid duplication of services and to promote maximum efficiency.
- N. The CONTRACTOR shall maintain appropriate licenses for the Clinic and staff.
- O. The CONTRACTOR shall supply personnel, supplies, equipment and any other Clinic needs at the CONTRACTOR'S expense.
- P. The CONTRACTOR shall participate in program evaluation site visits conducted by the DOH, Community Health Systems Division.
- Q. The CONTRACTOR shall identify Torrance County and RPHCA as funding sources of the Clinic. The CONTRACTOR shall post notice of this funding source in a conspicuous location in the patient waiting area.
- R. The CONTRACTOR shall provide to the COUNTY written documents of the Clinic's licenser status no later than **December 1, 2019**. These documents shall include current Operator's License and current New Mexico professional licenses or certifications, and Board certification if applicable, for all service providers whose salaries or contracts are supported in whole or part by RPHCA.
- S. The CONTRACTOR shall submit to the County by **August, 5, 2019**, a Contract Action Plan for the clinic which includes the following:
1. Estimated level of services for primary health care and dental health care, including staffing, hours of operation, after hour coverage, emergency care and other relevant information.
 2. Detailed information on ancillary services to be provided including lab, x-ray, pharmacy and any other ancillary services, including information on what services will be provided at the Clinic facility.
 3. Detailed information on any specialty clinics to be provided at that Clinic facility and the hours of services.
 4. An explanation of the referral relationships with emergency medical services (EMS), hospitals, dental, behavioral health and other care services.
 5. An explanation of how integration and coordination with all public and private local health organizations and providers will be accomplished.
 6. A plan for increasing the Clinic utilization.
 7. An explanation of proposed outreach activities to increase awareness of the Clinic's services.

8. A plan for recruitment and retention for healthcare providers.
9. Evaluation methods to determine the effect of the Clinic activities on the overall health of residents in the COUNTY.
10. Governing Board and/or Local/Regional Advisory Board information.

ARTICLE 2. COMPENSATION

For services satisfactorily performed pursuant to the Scope of Work, the CONTRACTOR shall be reimbursed by the COUNTY a total amount not to exceed \$97,024.00 (of which \$90,024.00 is for the daily operations and \$7,000.00 is for the Health Outcome Measure – Diabetes hbA1c Control Annual Measurement Report). Allowable reimbursable cost shall be only as outlined in the Budget, which is hereby made a part of this Contract as **Attachment I, Budget**.

ARTICLE 3. PAYMENT

Payment under this contract shall be on the basis of reimbursement of costs incurred and allowable under the cost categories identified in the Budget, Attachment I. Cost claimed for reimbursement must be substantiated. The CONTRACTOR shall submit to the COUNTY at the close of each month, an invoice reflecting the total allowable costs incurred during the preceding month. Source documentation of the actual expenditures reimbursed shall be made available to the COUNTY without notice in accordance with the Records and Financial Audit Article of this Contract, for inspection.

ARTICLE 4. TERM

This Contract shall be effective July 1, 2019 and shall terminate on June 30, 2020.

ARTICLE 5. TERMINATION

- A. The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:
 1. Either the COUNTY or CONTRACTOR may terminate this Contract without cause upon thirty (30) days written notice to the other party.
 2. If the CONTRACTOR fails to comply with any terms, conditions, requirements or provisions of this Contract, the COUNTY shall notify the CONTRACTOR in writing and, should the CONTRACTOR not remedy such failure within a period of time specified in writing by the COUNTY, the County may terminate the Contract immediately following the end of the time period for remedial action.
 3. If, during the term of this Contract, the CONTRACTOR or any of its offices, employees or agents commit client abuse, neglect or exploitation, malpractice, fraud

embezzlement or other misuse of funds, the COUNTY may terminate this Contract immediately upon written notice to the CONTRACTOR.

4. The COUNTY may terminate this Contract pursuant to Article 24, Appropriations of this Contract.
- B. By the methods of termination provided in this subsection, neither party may mollify obligations already incurred for the performance or failure to perform prior to the date of termination.

ARTICLE 6. TERMINATION MANAGEMENT

If this contract is terminated pursuant to the provisions of this Contract or if the parties mutually agree to discontinue their contractual relationship or upon expiration of the term of the Contract, immediately upon receipt by either the COUNTY or the CONTRACTOR of written notice of termination the CONTRACTOR shall: 1) Not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without the written approval of the COUNTY. 2) Not make any new purchases. 3) Comply with all directives issued by the COUNTY in the notice of termination as to the performance of work under this Contract. 4) Take such action as the COUNTY shall direct for the protection, preservation, retention or transfer of all property listed to the COUNTY and contact records generated under this Contract. 5) On the date of termination of this Contract, the CONTRACTOR shall furnish to the COUNTY: a) a complete detailed inventory of nonexpendable COUNTY property as defined in Article 26, Property of this Contract and b) a final closing of the financial records and books of accounts which were required to be kept by the CONTRACTOR under the provision of this Contract regarding financial records.

ARTICLE 7. STATUS OF CONTRACTOR

The CONTRACTOR and its agents and employees are independent CONTRACTORS performing professional services for the COUNTY and are not employees of the COUNTY. The CONTRACTOR and its agents and employees shall not, as a result of this agreement, accrue leave or retirement, receive insurance, use county vehicles or be awarded any other benefits afforded to employees of the COUNTY.

ARTICLE 8. GOVERNING BODIES

- A. The parties agree that the Governing Bodies of the CONTRACTOR shall have the right and responsibility to establish policy for the CONTRACTOR and shall be elected to ensure that such policy is established by the Governing Bodies in an impartial and independent manner. Nothing herein shall in any way restrict the authority of the GOVERNING BODIES from appropriately delegating day-to-day management responsibilities of its employees, agent or agents. By such delegation, employees and/or agents for the CONTRACTOR, must conduct the operation of the CONTRACTOR consistent with the policies and procedures approved by the Governing Bodies.

- B. No employee of the CONTRACTOR, including the Executive Director, shall be a member of any Board or Council of the Governing Bodies, that employee shall resign from that Board or Council or shall resign his employment on the staff of the CONTRACTOR effective no later than three (3) weeks after the beginning date of this Contract.
- C. If the CONTRACTOR is not a corporation but a single proprietorship or partnership, the above requirements of paragraphs A and B do not apply.

ARTICLE 9. ASSIGNMENT

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

ARTICLE 10. SUBCONTRACTING

The CONTRACTOR shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the COUNTY. The CONTRACTOR must provide a copy of all approved subcontracts and any amendments to the COUNTY.

ARTICLE 11. RECORDS AND FINANCIAL AUDIT

The CONTRACTOR shall maintain detailed time records which indicate the date, time and nature of services rendered during the Contract term and retain them for a period of three (3) years from date of final payment under the Contract. The records shall be subject to inspection by the COUNTY, the State of New Mexico Department of Finance and Administration, and the State Auditor and its agents. The COUNTY shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the COUNTY to recover excessive or illegal payments.

ARTICLE 12. AUDIT REQUIREMENTS

If the total compensations received under this Contract exceed \$20,000, the CONTRACTOR shall determine the extent of and make arrangements for auditing fiscal and performance compliance.

If the CONTRACTOR receives at least \$25,000 in federal funds under this or any combination of state contracts, the CONTRACTOR shall determine the extent of and make arrangements for auditing fiscal and performance compliance in accordance with the requirements of Federal Office of Management and Budget Circulars A-128, A-133 and the Single Audit Act.

All audits performed under the requirement of paragraphs A and B above shall be done at the CONTRACTOR'S expense. The CONTRACTOR shall make arrangements to have its audit completed by not later than six (6) months after the end of the CONTRACTOR'S fiscal year. Within fifteen (15) days of completion, the CONTRACTOR shall send two (2) copies of the audit report and management letter to the COUNTY.

ARTICLE 13. STANDARDS FOR LICENSING

The CONTRACTOR shall comply with all applicable state and federal laws and regulations concerning professional and health facility licensing and certification requirements and any other applicable legal requirements.

ARTICLE 14. DISCLOSURE OF INFORMATION

- A. It shall be the responsibility of the CONTRACTOR to protect the identity, directly or indirectly, of individual clients receiving services provided through this Contract. For purposes of COUNTY audits, research or program evaluation, client records shall be disclosed to the COUNTY under the following circumstances: (1) If the client gives written consent for disclosure, (2) If all identifying information is excluded from the client's record or (3) If disclosure is pursuant to any applicable laws or regulations.
- B. Disclosure of client information shall be made to the COUNTY as necessary for the proper administration of this Contract. The COUNTY shall maintain the confidentiality of all client records, irrespective of whether or when the client ceases to be a client.
- C. The CONTRACTOR agrees to retain the client records of all clients served during the term of this Contract and also for a period of at least three years from the last date client services are provided unless the client records are transferred to another custodian of the records pursuant to Article 6, Termination Management of this Contract. Retention or disposal of the client records following the three-year period remains within the discretion of the CONTRACTOR.

ARTICLE 15. PROGRAM EVALUATIONS

- A. In order to monitor the performance of services and compliance with the provisions of this Contract by the CONTRACTOR, employees of the COUNTY and/or State and Federal agencies which have provided funds under this Contract or their duly authorized representatives, shall visit the offices of the CONTRACTOR when necessary to examine the CONTRACTOR'S operations and records. Client records shall be reviewed in accordance with Article 14, Disclosure of Information, of this Contract.
- B. Site visits shall be conducted by the COUNTY and follow-up site visits shall be conducted when appropriate. Advance notice of the annual site visit shall be provided by the COUNTY to the CONTRACTOR except when exigent circumstances exist. Follow-up site visits and other visits may be made by the COUNTY without advance notice to the CONTRACTOR.

ARTICLE 16. RELEASE

The CONTRACTOR, upon final payment of the amount due under this Contract, releases the COUNTY, its officers and employees and the State of New Mexico from all liabilities, claims and obligations.

ARTICLE 17. IMDEMNIFICATION

The COUNTY shall not be liable to the CONTRACTOR, or the CONTRACTOR's successors, heirs, or administrators for any loss, damage, or injury, whether to CONTRACTOR's person or property, occurring as a result or arising out of CONTRACTOR's performance of CONTRACTOR's duties, services, or actions under this Contract, including court costs and attorney fees, incurred by the COUNTY in connection with the performance by CONTRACTOR of CONTRACTOR's duties according to this Agreement.

The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the CONTRACTOR, its officers, employees, servants, subcontractors or agents, or if caused by the actions of the CONTRACTOR resulting in injury or damage to persons or property during the time when the CONTRACTOR or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the CONTRACTOR or any officer, agent, employee, servant or subcontractor under this Contract is brought against the CONTRACTOR, the CONTRACTOR shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the COUNTY by certified mail.

ARTICLE 18. GENERAL AND PROFESSIONAL LIABILITY

As between the parties, each part will be responsible for liability arising from personal injury or damage to people or property occasioned by the intentional acts of its agents or employees in the performance of this agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq. NMSA 1978).

ARTICLE 19. PRODUCT OF SERVICES COPYRIGHT

All materials developed or acquired by the CONTRACTOR under this Contract shall become the property of the State of New Mexico and shall be delivered to the COUNTY no later than the termination date of this Contract. Nothing produced in whole or in part, by the CONTRACTOR under the Agreement shall be the subject of an application for copyright or on behalf of the CONTRACTOR.

ARTICLE 20. CONFLICT OF INTEREST

The CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect which would conflict in any manner or degree with the performance of services required under this Contract. CONTRACTOR shall complete **Attachment II, Campaign Contribution Disclosure Form**.

ARTICLE 21. AMENDMENT

This Contract shall not be altered, changed or amended except by instrument in writing executed by both parties hereto.

ARTICLE 22. SCOPE OF AGREEMENT

This Contract incorporates all the agreements, covenants and understanding between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Contract. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

ARTICLE 23. APPLICABLE LAW

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Torrance County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

ARTICLE 24. APPROPRIATIONS

The performance of this CONTRACT is subject to the condition precedent that sufficient funds are appropriated, authorized, and allocated by the New Mexico Department of Health, Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, are not made by the New Mexico Department of Health, Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of CONTRACT funds available for expenditure by the COUNTY, this CONTRACT may be terminated or unilaterally amended to a lower amount of funds upon written notice by the COUNTY to the CONTRACTOR. If the COUNTY proposes a CONTRACT amendment to unilaterally reduce CONTRACT funding, the CONTRACTOR shall have the option to terminate the CONTRACT upon thirty (30) days written notice to the COUNTY, or continue the CONTRACT at the reduced funding level.

The decision of the COUNTY as to the amount of the CONTRACT funds available for expenditure from the appropriation and/or allocations shall be final and binding on the CONTRACTOR.

ARTICLE 25. BONDING

Each person employed by the CONTRACTOR who handles funds under this Contract, including persons authorizing payment of such funds, shall be covered by the terms of a fidelity bond providing for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of the CONTRACTOR'S employees, either alone or in collusion with others

and (2) failure of the CONTRACTOR or any of its employees to perform faithfully his duties or to account properly for all monies and property received by virtue of this position of employment. This fidelity bond shall be in the amount of not less than Ten Thousand dollars (10,000.00).

ARTICLE 26. PROPERTY

- A. Title to all property furnished by the COUNTY shall remain in the COUNTY. Title to all property acquired by the CONTRACTOR, including acquisition through lease-purchase contract, for the cost of which the CONTRACTOR is to be reimbursed as a direct item of cost under the Contract shall immediately vest in the COUNTY upon delivery of such property to the CONTRACTOR. Title to other property, the costs of which is to be reimbursed to the CONTRACTOR, under this Contract, shall immediately vest in the COUNTY upon (1) issuance for use of such property in the performance of this Agreement or (2) use of such property in the performance of this Agreement or (3) reimbursement of the cost thereof by the COUNTY, whichever first occurs.
- B. Title to the COUNTY property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.
- C. The CONTRACTOR shall maintain a property inventory and administer a program of maintenance, repair and protection of COUNTY property so as to assure its full availability and usefulness for performance under this Contract.
- D. In the event the CONTRACTOR is reimbursed or otherwise compensated for any loss or destruction of, or damage to COUNTY property during the period of this Contract, it shall use the proceeds to repair or replace the COUNTY property.

ARTICLE 27. EQUAL EMPLOYMENT OPPORTUNITY

- A. The CONTRACTOR hereby agrees to comply with the Civil Rights Act of 1964 (42 U.S.C.200d, et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Discrimination Act of 1975 (42 U.S.C. 12150 et seq.) and all other applicable federal and state laws and regulations. These laws and regulations prohibit discrimination on the grounds of race, color, national origin, sex, age, religion, sexual preference, medical condition, handicap or disability. The CONTRACTOR also agrees to comply with all relevant rules, regulations, and orders of the U.S. Secretary of Labor.
- B. The agreement is binding on the CONTRACTOR, its successor, transferees, and subcontractors.

ARTICLE 28. POLITICAL ACTIVITY

No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office.

ARTICLE 29. LOBBYING

The CONTRACTOR shall not use any funds received under this Contract for the purpose of hiring a lobbyist or lobbyists to engage in the lobbying on its behalf as defined in the Lobbyist Regulation Act, Section 2-11-1, et seq. NMSA 1978.

ARTICLE 30. PENALTIES

The Procurement Code Sections 13-1-28 to 13-1-199, NMSA 1978, imposes both criminal and civil penalties for violation of its provisions, New Mexico statues impose criminal penalties where bribes, gratuities or kickbacks have been solicited, given or received in contracts involving public money.

ARTICLE 31. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

ARTICLE 32. ENFORCEMENT OF AGREEMENT

The COUNTY's failure to require strict performance of any provision of this Contract shall not waive or diminish the COUNTY's right thereafter to demand strict compliance with that or any other provision. No waiver by the COUNTY of its rights under this Contract shall be effective unless express and in writing.

SIGNED BY:

TORRANCE COUNTY

By: _____
Commission Chair

_____/_____/_____
Date

By: _____
County Attorney

_____/_____/_____
Date

PRESBYTERIAN MEDICAL SERVICES

By: _____
President

_____/_____/_____
Date

**Attachment I
Budget**

Total expenditures by the Contractor for this Contract shall not exceed \$109,600.00 and shall be only for the purpose of provision of primary health care and dental services for the Mountainair Clinic and shall not include purchases of equipment or other capital items.

Diabetes hbA1c Control Annual Measurement Report	\$7,000.00
Monthly Operations and Services	\$90,024.00
Total Contract Amount	\$97,024.00
<hr/>	
Torrance County Administrative Fee	\$4,100.00
Total RPHCA Grant Funding	101,124.00

Attachment II – Campaign Disclosure
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, § 13-1-28, et seq., NMSA 1978 and, specifically, to NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified, affirmed and revised or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE INVITATION FOR BIDS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THE PROSPECTIVE CONTRACTOR OR A FAMILY MEMBER OR REPRESENTATIVE OF THE PROSPECTIVE CONTRACTOR HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office.

“Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (1) a prospective contractor, if the prospective contractor is a natural person; or (2) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, business, individual, joint venture, association, or any other private legal entity.

“Prospective contractor” means a person that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

See Attached Page for Names of Applicable Public Officials in Torrance County.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Contribution Made To: _____

Relation of Public Official to
Prospective Contractor: _____

Date(s) Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by the prospective contractor or a family member or representative of the prospective contractor over the applicable two-year period.

Signature

Date

Title (Position)



*Agenda Item
No. 12-B*

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
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

**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: LESTER Gary Fire
First Last Department / Company / Organization Name

Today's Date: 8-7-19 Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-544-4401 Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: lgary@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:

Discussion and Approval to go before the PRC to apply for a LEASE
cancellation of our Certificate of Public Convenience and Necessity
with Superior Ambulance.

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 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. 13-A*

2020-2024 ICIP (Current)

ID	Year	Rank	Project Title	Category	2020	2021	2022	2023	2024	Total Cost	Phases?	
25657	2020	001	4x4 Sheriff Patrol Vehicles	Vehicles-Public Safety	90,000	50,133	50,133	50,133	50,133	290,532	Y	
			Torrance County will purchase five 4x4 police edition vehicles. We are a diverse terrain county of 4,4000 square miles with a small Sheriff's Department, which results in a large amount of wear and tear and the need for 44 patrol units. Torrance County plans to purchase one or more vehicles per year to replace patrol units in use as they wear out. Torrance County will utilize Statewide Pricing Agreements to purchase and equip vehicles.									
26826	2020	002	County Building Repairs	Facilities - Administrative Facilities	250,000	110,000	100,000	100,000	100,000	660,000	Y	
			The Administrative Offices Building was built in 1966. It has become increasingly outdated. Our building cannot keep up with in current electrical needs, heating and cooling needs, and we need to meet ADA requirements. Our primary concern is the heating and cooling systems. The boiler has aged to the point that we cannot get replacement parts for repairs. The Judicial Complex is in need of repairs. We are experiencing the same type of issues with the heating and cooling, as well as all around building repairs.									
14072	2020	003	County Road Improvements	Transportation - Highways/Roads/Bridges	600,000	0	0	0	0	600,000	N	
			Purchase of materials and construction provisions that would allow upgrade, improvement and repairs to McNabb Road, as it is one of our most traveled roads in the county. We would like to overlay it with 3" of asphalt material to make a longer lasting road for the traffic and the residents of Torrance County.									
26827	2020	004	County Fair Ground Improvements	Facilities - Administrative Facilities	300,000	200,000	250,000	250,000	0	1,000,000	Y	
			Plan, design, construct and equip improvements to County Fairgrounds in Estancia to meet the needs of residents, bring facilities up to code, and eliminate safety issues. Construction of new animal facilities (barns) and renovation to the current exhibit hall and concessions are priorities. Torrance County will collaborate with the Town of Estancia. Planning has not been completed.									
33492	2020	005	Punta de Agua Multipurpose Center	Facilities - Administrative Facilities	235,000	0	0	0	0	258,500	Y	
			Multipurpose center.									
26831	2020	006	Upgrade County Computer Software	Equipment - Other	300,000	0	0	0	0	300,000	N	
			Software purchase.									
33491	2020	007	Manzano Community Center	Facilities - Other	185,000	0	0	0	0	185,000	Y	
			Multipurpose center.									
10565	2020	008	Volunteer Fire Department Equipment	Facilities - Fire Facilities	200,000	125,000	125,000	125,000	0	575,000	Y	
			Torrance County will replace and update equipment on existing fire trucks, including self-contained breathing apparatus (SCBA) masks, bottles, and packs; and automated external defibrillators (AEDs).									

2020-2024 ICIP (Current)

31501	2020	009	Moriarty Senior Center Renovations	Facilities - Senior Facilities	55,000	0	0	0	0	55,000	N
			Install new carpet. New toilets, sinks, exhaust fans and flooring for women's restroom. Install tile flooring. Install refrigerated air units. Improve landscaping. Install awning. Interior and exterior paint.								
20626	2021	001	New Road Department Yard/Shop	Facilities - Other	0	650,000	0	0	0	650,000	Y
			Plan, design, and construct a new shop and fenced yard for the material and equipment of the road department. RFPs will be utilized or professional services (architects and engineers). IFBs will be issued for construction. Statewide Pricing Agreements of IFBs will be used for materials.								
28448	2021	002	Duran Water System Improvements	Water - Water Supply	0	1,000,000	0	0	0	1,000,000	Y
			The infrastructure of Duran needs to be tested and repaired to maximize usage and meet the needs of Duran residents. Reports have stated that current pipes are cracking lengthwise on top of the pipes. IFBs will be utilized for construction services.								
14143	2021	003	Road Vehicles	Equipment - Other	0	500,000	250,000	250,000	250,000	1,250,000	Y
			Purchase and equip necessary road equipment, such as a reclaimer, and department vehicles for the Road Department to carry out functions of everyday job requirements. State Price Agreement and IFBs will be utilized as necessary.								
35015	2021	004	Solar Panel for Emergency Services Bldg	Equipment - Other	0	100,000	0	0	0	100,000	N
			Design and construct a solar panel that will serve as primary and alternate means of power to critical infrastructure. The purpose of having solar energy is to create a back-up power generation in the event of power outage. The building construction at the Emergency Services Building that houses dispatch, Emergency Operations Center, and Fire Administration.								
33996	2021	005	Mountainair Senior Center Entrance	Facilities - Senior Facilities	0	15,000	0	0	0	15,000	Y
			Plan, design and construct and ADA compliant sidewalk and awning to the Mountainair Senior Center that will mitigate damage caused by the current roof design having water runoff directly onto entrance pavement, and the northern exposure causing the pavement to regularly freeze. Torrance plans to use Statewide Pricing Agreements where applicable, and and IFB for the construction.								
35056	2021	006	Animal Shelter Expansion	Facilities - Administrative Facilities	0	65,000	0	0	0	65,000	N
			We are required to house cats and dogs in separate areas; we are currently housing the cats in a small break room with no ventilation except a window, when weather permits. We only have room for 2 cat tiers, and every year we have no room to properly house the number of cats we get.								
26803	2021	007	Road Department Equipment	Equipment - Other	0	100,000	100,000	100,000	0	300,000	N
			Purchase new backhoe, loader, and zipper for Torrance County Road Department. In year one, Torrance County will procure zipper, in year two the backhoe, and in year three the loader. State Pricing Agreements will be used when possible, otherwise IFBs will be issued.								

2020-2024 ICIP (Current)

35055	2021	008	Fence-In Property	Other - Other	0	6,200	0	0	0	6,200	N
			County would like to fence in property on Marc Road to prevent and deter illegal dumping. The County would like to eventually create a park for residents to use on this property.								
35054	2021	009	Purchase Pictometry Software	Other-Other	0	55,000	0	0	0	110,000	N
			Purchase Pictometry Software								
26830	2022	001	Purchase and Equip Medical Response Vehicles	Equipment- Public Safety Equipment	0	0	225,000	0	0	225,000	N
			Torrance County would like to purchase an ambulance to complement the current fleet of vehicles in the fire department. A Request for Proposals will be issued for the vehicle. Statewide Pricing Agreements and Bernalillo County cooperative pricing agreements will be utilized for the remaining equipment to be purchased.								
18517	2022	002	New Type 4 Urban Interface Apparatus	Vehicles - Public Safety	0	0	200,000	0	0	200,000	N
			Purchase a new type 4 wildland/interface apparatus. Statewide Pricing Agreements will be utilized.								
31503	2022	003	Senior Center Vehicles	Vehicles - senior Facility Vehicle	0	0	80,000	0	0	80,000	N
			Purchase two vehicles for meal delivery. Statewide Purchasing Agreements will be utilized for the purchase and equipment of the vehicles.								
31498	2022	004	Estancia Senior Center Repairs	Facilities - Senior Facilities	0	0	28,500	0	0	28,500	Y
			Internal paint, replace and install hot water heater, purchase and install refrigerated air units, exterior stucco and paint. State Price Agreements.								
11948	2022	005	Senior Center Renovations Torrance	Facilities - Senior Facilities	0	0	385,000	0	0	385,000	Y
			Renovate and repair all senior centers in the county located in Moriarty, Estancia and Mountainair. Statewide Price Agreements and IFBs.								

2020-2024 ICIP (Current)

10012	2022	006	Emergency Services Infrastructure	Facilities - Other	0	0	1,300,000	200,000	0	1,500,000	N	
			Plan, design, construct and furnish a new facility in southern Torrance County. RFPs will be published for engineers and architects needed for necessary studies and design work. An IFB will be utilized for construction. State Price Agreements will be utilized to furnish the station.									
30246	2022	007	Senior Center Equipment	Equipment - Senior Center	0	0	120,000	0	0	120,000	N	
			Purchase and replace existing sinks, steam tables, dishwashers in Estancia, Mountainair and Moriarty. Replacement essential to maintain daily operations. Statewide Pricing Agreements will be utilized.									
34014	2022	008	County Jail	Facilities - Other	0	0	140,000	0	0	140,000	Y	
			Contract with architect to design a detention center to house 100 County inmates. Architectural services will be procured with a Request for Proposals, and construction services will be obtained with an Invitation for Bids. Equipment and furnishing will be obtained with Statewide Pricing Agreements.									
18519	2023	001	Water System Upgrade	Water - Water Supply	0	0	0	92,000	0	92,000	N	
			Increase water storage and delivery capabilities at the fire stations located in District 1, 2, 3, 5 and 6. Procure five storage tanks with capacities of 20,000 gallons. An Invitation for Bids will be issued.									
20234	2023	002	New County Government Offices	Facilities - Administrative Facilities	0	0	0	1,050,000	0	1,050,000	Y	
			Design and land acquisition for new County Government Offices. County offices are not all in one location. Currently the roof is leaking, and we do not meet all of the electrical needs to support the current growth in technology. The State Fire Marshal has written reports with regards to safety issues. We cannot house our dispatch office her, and our Sheriff's office is not secure. We cannot house inmates in our jail, and it is extremely expensive to convert jail cells for other use. We have out grown the admin building, and the cost to maintain the building grows every year as it ages. RFPs will be issued for professional services, and IFBs will be issued for construction work.									
28449	2024	001	New Senior Center Facility	Facilities - Senior Facilities	0	0	0	0	600,000	600,000	Y	
			Plan, design and construct a new center for Moriarty.									
31504	2024	002	Moriarty Senior Center Equipment	Equipment - Senior Center Equipment	0	0	0	0	5,000	5,000	N	
			Purchase commercial refrigerator for Moriarty.									

Proposed Estancia Senior Center ICIPs

Estancia Senior Center

ID	Year	Rank	Project Title	Category	2021	2022	2023	2024	2025	Total Cost	Phases?
	2021	001	Vehicle Purchase		42,000			42,000		84,000	N
			Torrance County will purchase a vehicle for meal delivery and transportation services.								
	2021	002	Renovations		70,000	10,000	10,000	10,000	10,000	110,000	Y
			Torrance County will plan, design and renovate existing building to include interior painting, replace water heater, repair leaks, replace carpet, exterior stucco and paint, purchase and install refrigerated air units, pave parking lot.								
	2021	003	Replace Meals Equipment		30,000	15,000	15,000	15,000	15,000	140,000	N
			Torrance County will purchase and replace existing meals equipment. The need to replace equipment at the senior center is essential to ensure daily operations are maintained.								

Mountainair Senior Center

ID	Year	Rank	Project Title	Category	2021	2022	2023	2024	2025	Total Cost	Phases?
	2021	001	Vehicle Purchase		42,000			42,000		84,000	N
			Torrance County will purchase a vehicle for meal delivery and transportation services.								
	2021	002	Renovations		80,000					80,000	Y
			Torrance County will plan, design and construct an ADA compliant sidewalk and awning to the main entrance of the building as well as renovations to the existing building to include a new roof and interior repairs due to leak damage, kitchen hood repairs, painting and carpeting throughout.								
	2021	003	Replace Meals Equipment		30,000	15,000	15,000	15,000	15,000	140,000	N
			Torrance County will purchase and replace existing meals equipment. The need to replace equipment at the senior center is essential to ensure daily operations are maintained.								

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Proposed Estancia Senior Center ICIPs

Moriarty Senior Center

ID	Year	Rank	Project Title	Category	2021	2022	2023	2024	2025	Total Cost	Phases?
	2021	001	Vehicle Purchase		42,000			42,000		84,000	N
			Torrance County will purchase a vehicle for meal delivery and transportation services.								
	2021	002	New Senior Center Building		770,000					770,000	Y
			Torrance County will plan, design, construct and equip a new senior center. The current state of the building and parking area has met it's use; however for safety reasons we are in dire need of a new building with a safer and larger parking area, The building has been repaired repeatedly but only bandaids to a much larger problem. The county would like to begin the process of designing a new senior center in Moriarty. Ideally we will look at purchasing 1-2 acres for the project. Since the design process has not yet begun we are unsure of the size and location but we are anticipating a center of about 4000-4500 square feet. Another prediction is that the most economically feasible construction type may be a pre-fabricated metal building with interior finish. The parking lot would be around 300- square feet and paved. Equipment for the center will be contingent on funding but a fully functioning commercial kitchen and dining area are a must, so meals equipment and dining tables/chairs are a must. Other furnishings are not yet known.								
	2021	003	Replace Meals Equipment		30,000	15,000	15,000	15,000	15,000	140,000	N
			Torrance County will purchase and replace existing meals equipment. The need to replace equipment at the senior center is essential to ensure daily operations are maintained.								

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2021-2025 ICIP (Proposed)

ID	Year	Rank	Project Title	Category	2021	2022	2023	2024	2025	Total Cost	Phases
25657			4x4 Sheriff Patrol Vehicles	Vehicles-Public Safety	103,802	103,802	103,802	103,802	103,802	207,604	Y
			Torrance County will purchase six 4x4 police edition vehicles. We are a diverse terrain county of 4,400 square miles with a small Sheriff's Department, which results in a large amount of wear and tear and the need for 44 patrol units. Torrance County plans to regularly purchase vehicles to replace patrol units in use as they wear out. Torrance County will utilize Statewide Pricing Agreements to purchase and equip vehicles.								
26826			County Building Repairs	Facilities - Administrative Facilities	250,000	110,000	100,000	100,000	100,000	660,000	Y
			The Administrative Offices Building was built in 1966. It has become increasingly outdated. Our building cannot keep up with in current electrical needs, heating and cooling needs, and we need to meet ADA requirements. Our primary concern is the heating and cooling systems. The boiler has aged to the point that we cannot get replacement parts for repairs. The Judicial Complex is in need of repairs. We are experiencing the same type of issues with the heating and cooling, as well as all around building repairs.								
14072			McNabb Road Improvements	Transportation - Highways/Roads/Bridges	1,000,000	0	0	0	0	1,000,000	N
			Pave all 4 miles of McNabb Road with 3 inches of asphalt. It is one of our most traveled roads in the county. Repaving would extend life of road to 15 years.								
26827			County Fair Ground Improvements	Facilities - Administrative Facilities	300,000	200,000	250,000	250,000	0	1,000,000	Y
			Plan, design, construct and equip improvements to County Fairgrounds in Estancia to meet the needs of residents, bring facilities up to code, and eliminate safety issues. Construction of new animal facilities (barns) and renovation to the current exhibit hall and concessions are priorities. Torrance County will collaborate with the Town of Estancia. Planning has not been completed.								
28448			Duran Water System Improvements	Water - Water Supply	8,000,000	0	0	0	0	8,000,000	Y
			The infrastructure of Duran needs to be tested and repaired to maximize usage and meet the needs of Duran residents. Reports have stated that current pipes are cracking lengthwise on top of the pipes. IFBs will be utilized for construction services.								
10565			Volunteer Fire Department Equipment	Facilities - Fire Facilities	200,000	125,000	125,000	125,000	0	575,000	Y
			Torrance County will replace and update equipment on existing fire trucks, including self-contained breathing apparatus (SCBA) masks, bottles, and packs; and automated external defibrillators (AEDs).								
20626			New Road Department Yard/Shop	Facilities - Other	650,000	0	0	0	0	650,000	Y
			Plan, design, and construct a new shop, office and fenced yard Torrance County Road Department. The building will be 60 X 100 feet. The yard will contain the material and equipment of the road department.								

2021-2025 ICIP (Proposed)

ID	Year	Rank	Project Title	Category	2021	2022	2023	2024	2025	Total Cost	Phases
35015			Solar Panel for Emergency Services Bldg	Equipment - Other	0	100,000	0	0	0	100,000	N
			Design and construct a solar panel that will serve as primary and alternate means of power to critical infrastructure. The purpose of having solar energy is to create a back-up power generation in the event of power outage. The building construction at the Emergency Services Building that houses dispatch, Emergency Operations Center, and Fire Administration.								
35056			Animal Shelter Expansion	Facilities - Administrative Facilities	0	65,000	0	0	0	65,000	N
			We are required to house cats and dogs in separate areas; we are currently housing the cats in a small break room with no ventilation except a window, when weather permits. We only have room for 2 cat tiers, and every year we have no room to properly house the number of cats we get.								
26803			Road Department Equipment	Equipment - Other	150,000	0	0	0	0	150,000	N
			Purchase new steel roller for road work.								
35055			Fence-in Property	Other - Other	6,200		0	0	0	6,200	N
			County would like to fence in property on Marc Road to prevent and deter illegal dumping. The County would like to eventually create a park for residents to use on this property.								
26830			Purchase and Equip Medical Response Vehicles	Equipment- Public Safety Equipment	0	225,000	0	0	0	225,000	N
			Torrance County would like to purchase an ambulance to complement the current fleet of vehicles in the fire department. A Request for Proposals will be issued for the vehicle. Statewide Pricing Agreements and Bernalillo County cooperative pricing agreements will be utilized for the remaining equipment to be purchased.								
18517			New Type 4 Urban Interface Apparatus	Vehicles - Public Safety	0	200,000	0	0	0	200,000	N
			Purchase a new type 4 wildland/interface apparatus. Statewide Pricing Agreements will be utilized.								
10012			Emergency Services Infrastructure	Facilities - Other	0	1,300,000	200,000	0	0	1,500,000	N
			Plan, design, construct and furnish a new facility in southern Torrance County. RFPs will be published for engineers and architects needed for necessary studies and design work. An IFB will be utilized for construction. State Price Agreements will be utilized to furnish the station.								

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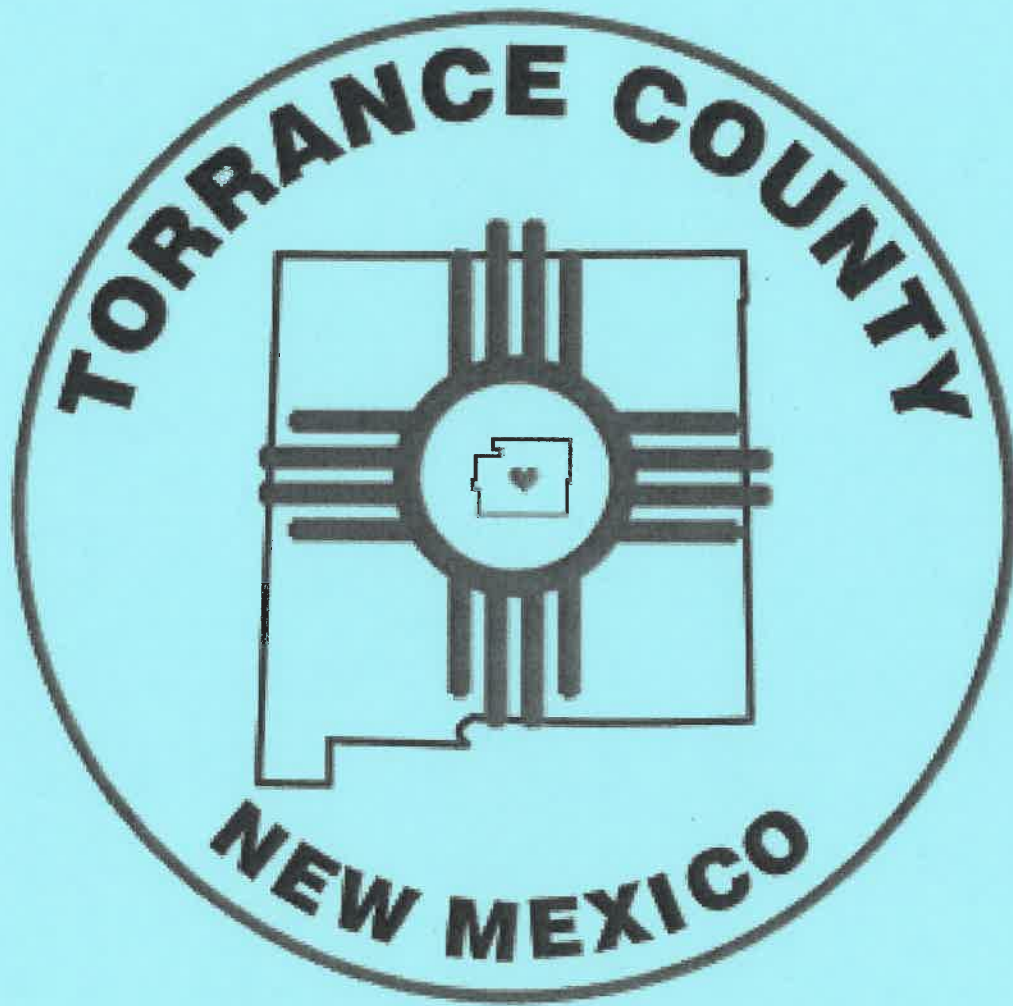
2021-2025 ICIP (Proposed)

ID	Year	Rank	Project Title	Category	2021	2022	2023	2024	2025	Total Cost	Phases
18519			Water System Upgrade	Water - Water Supply	0	0	92,000		0	92,000	N
			Increase water storage and delivery capabilities at the fire stations located in District 1, 2, 3, 5 and 6. Procure five storage tanks with capacities of 20,000 gallons. An Invitation for Bids will be issued.								
20234			New County Government Offices	Facilities - Administrative Facilities	0	0	8,000,000	0	0	8,000,000	Y
			Design and land acquisition for new County Government Offices. County offices are not all in one location. Currently the roof is leaking, and we do not meet all of the electrical needs to support the current growth in technology. The State Fire Marshal has written reports with regards to safety issues. We cannot house our dispatch office here, and our Sheriff's office is not secure. We cannot house inmates in our jail, and it is extremely expensive to convert jail cells for other use. We have out grown the admin building, and the cost to maintain the building grows every year as it ages. RFPs will be issued for professional services, and IFBs will be issued for construction work.								
			Mescalero Dam Mitigation	Water -	25,800	0	0	0	0	25,800	Y
			Reduce dam height to 6 feet, which will remove dam from OSE inventory. Provides a safety factor for severe storm events. Material from dam reduction will be used to fill core trench. Install culverts in remaining dam structure for controlled draining in severe storm events. Upstream and As Built studies will need to be completed.								
			Security Fencing	Facilities - Other	58,000	58,000	50,000	50,000	0	216,000	Y
			Target Hardening (Security Fencing) of County Facilities to include Judicial Complex, Sheriff's Office, Fire Administration and our Regional 911 Dispatch Center Buildings.								
			Estancia Loop/By-Pass	Transportation - Highways/Roads/Bridges	646,187	181,718	0	0	0	827,905	Y
			Build a loop road around Estancia by paving Spangler Road from Hwy 55 to Alan Ayers Road, and paving Alan Ayers Road from Spangler Road to 0.8 miles west of Hwy 41.								
			Riley Road	Transportation - Highways/Roads/Bridges	1,849,235	0	0	0	0	1,849,235	N
			Pave 6 miles of Riley Road from Highway 55 to Highway 542 with 3 inches of asphalt.								
			Estancia Valley Regional Water system	Water	5,911,000	8,784,846	3,983,280	16,166,135	0	34,845,261	Y
			Develop publicly owned non-profit regional water utility to serve continued growth and long-term vitality of the Estancia Basin in Torrance County. Projects include developing a McIntosh drinking water distribution system, acquire small water system in operation near Moriarty and construct bulk water supply transmission and residential distribution along NM 41 corridor from Willard to Moriarty.								

2021-2025 ICIP (Proposed)

ID	Year	Rank	Project Title	Category	2021	2022	2023	2024	2025	Total Cost	Phases

4



*Agenda Item
No. 13-B*



*Agenda Item
No. 13-C*



*Agenda Item
No. 13-D*

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
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

**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
First Last Department / Company / Organization Name

Today's Date: 08/06/2019 Mailing Address: PO Box 318 Estancia, NM 87016
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-544-4802 Fax Number: 505-384-4381
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:
Board of Directors Update

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

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 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. 13-E*

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County Commission
Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner Javier E. Sanchez, District 3
County Manager
Belinda Garland
Deputy County Manager
Annette Ortiz

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

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

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

Name: STEVE GUETSCHOW P/Z
First Last Department / Company / Organization Name

Today's Date: 7/29 Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 4391 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: 8/14/19

Brief explanation of business to be discussed:
DISCUSSION ITEM: P/Z BOARD RECOMMENDATION -
"VACATION OF VALVERDE ESTATES SUBDIVISION" & submitting
written copy of report

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

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 No Impact Comptroller Initials: _____

- 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*