

TORRANCE COUNTY
COMMISSION MEETING
October 14, 2020
9:00 A.M.

For Public View
Do Not Remove



Torrance County
BOARD OF COUNTY COMMISSIONERS (BCC)
Kevin McCall, District 1
Ryan Schwebach, District 2
Javier Sanchez, District 3

Janice Barela, County Manager

**ADMINISTRATIVE MEETING
AGENDA**

WEDNESDAY, October 14, 2020 @ 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 September 10, 2020 Special Meeting Minutes.
 - B. COMMISSION:** Motion to approve the September 23, 2020 Torrance County Board of County Commission Minutes.
- 9. APPROVAL OF CONSENT AGENDA**
 - A. FINANCE:** Approval of Payables.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
- 11. ADOPTION OF RESOLUTION**
 - A. FINANCE:** Motion to approve Budget Increase for Clerk Election Grant.
- 12. APPROVALS**

- A. **DISPATCH:** Motion to approve funding from the Capital Outlay budget for purchase and installation of an ice shield over the emergency communications shelter on Capilla Peak.
- B. **9-11 DISPATCH:** Motion to approve the Enhanced 911 Act Program: Project No. 21-E-13, Amendment 1 increasing grant amount by \$19,613 to total award of \$207,546.
- C. **DWI:** Motion to approve bylaws for Torrance County DWI Planning Council.
- D. **CLERK:** Motion to approve Ratification of application for COVID-19 Election Response application and grant agreement for \$13,322.75.
- E. **FIRE:** Motion to approve Lease Agreement between RGV CASA and Torrance County Fire Department, superseding previous Lease Agreement approved on August 12, 2020.
- F. **FIRE:** Motion to approve request to apply for EMS Fund Act Grant.

13. DISCUSSION

- A. **MANAGER:** EMWT update, Bobby Ortiz

14. EXECUTIVE SESSION

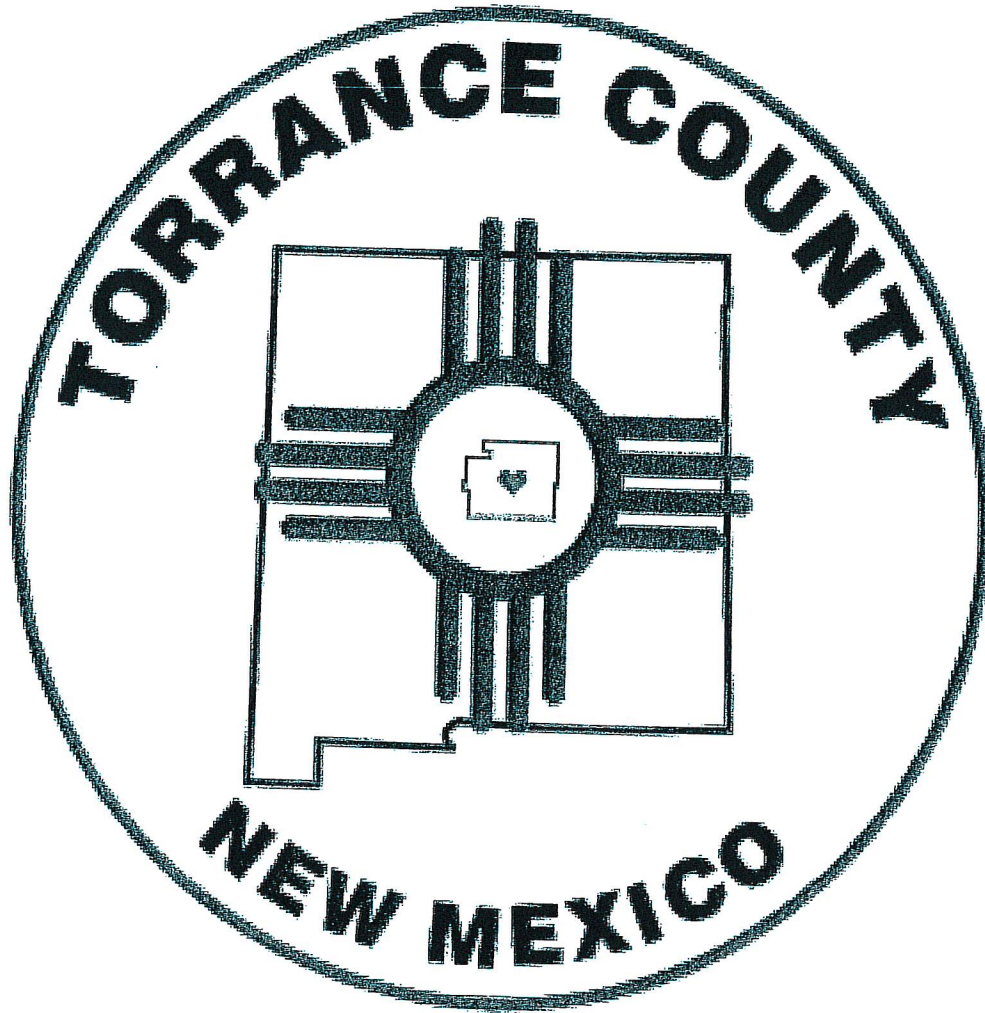
- A. **MANAGER:** Discuss Deputy County Manager position, closed pursuant to NMSA section 10-15-14(H)(2).
- B. **MANAGER:** Purchase of real property for Emergency Management, closed pursuant to NMSA section 10-15-1(H)(8).
- C. **MANAGER:** Purchase of the County Fairgrounds, closed pursuant to section 10-15-1(H)(8).

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

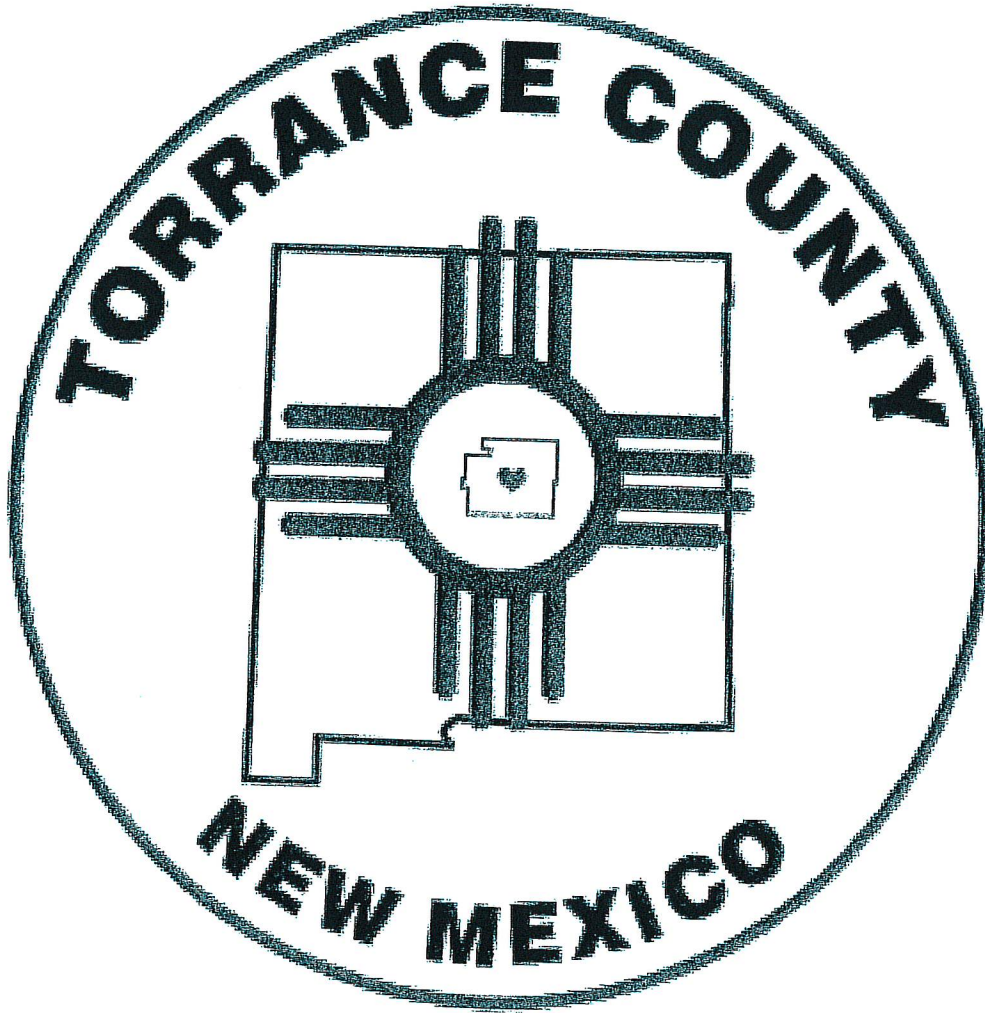
October 28, 2020 @ 9:00AM

16. SIGNING OF OFFICIAL DOCUMENTS

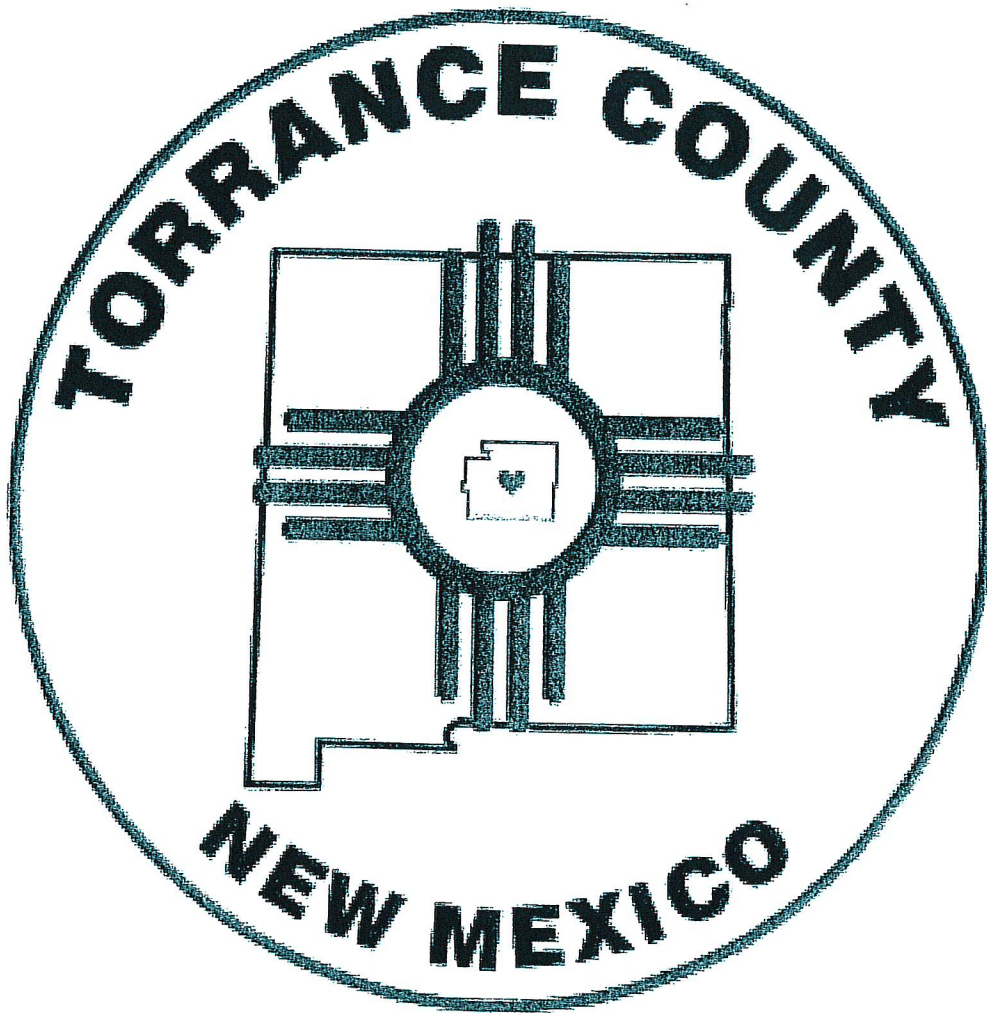
17. ADJOURN



Agenda Item
No. 1



Agenda Item
No. 2



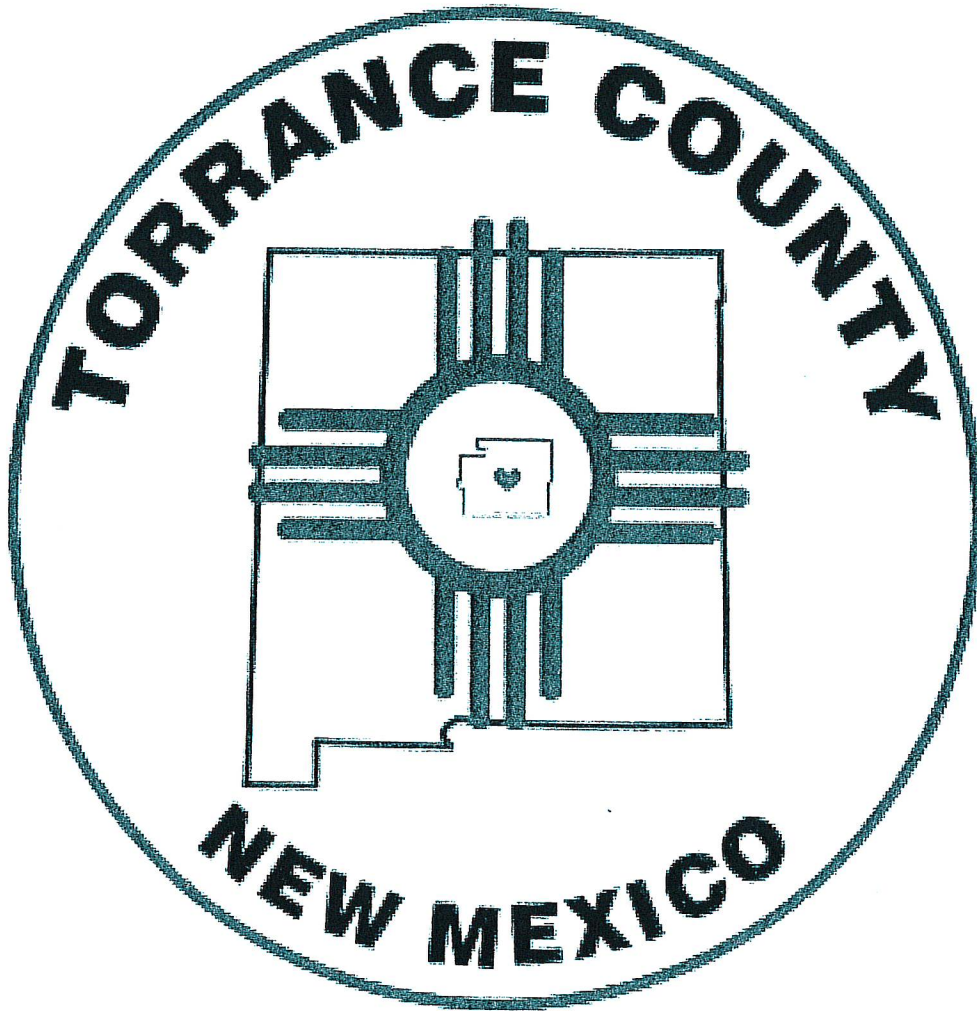
*Agenda Item
No. 3*



Agenda Item
No. 4



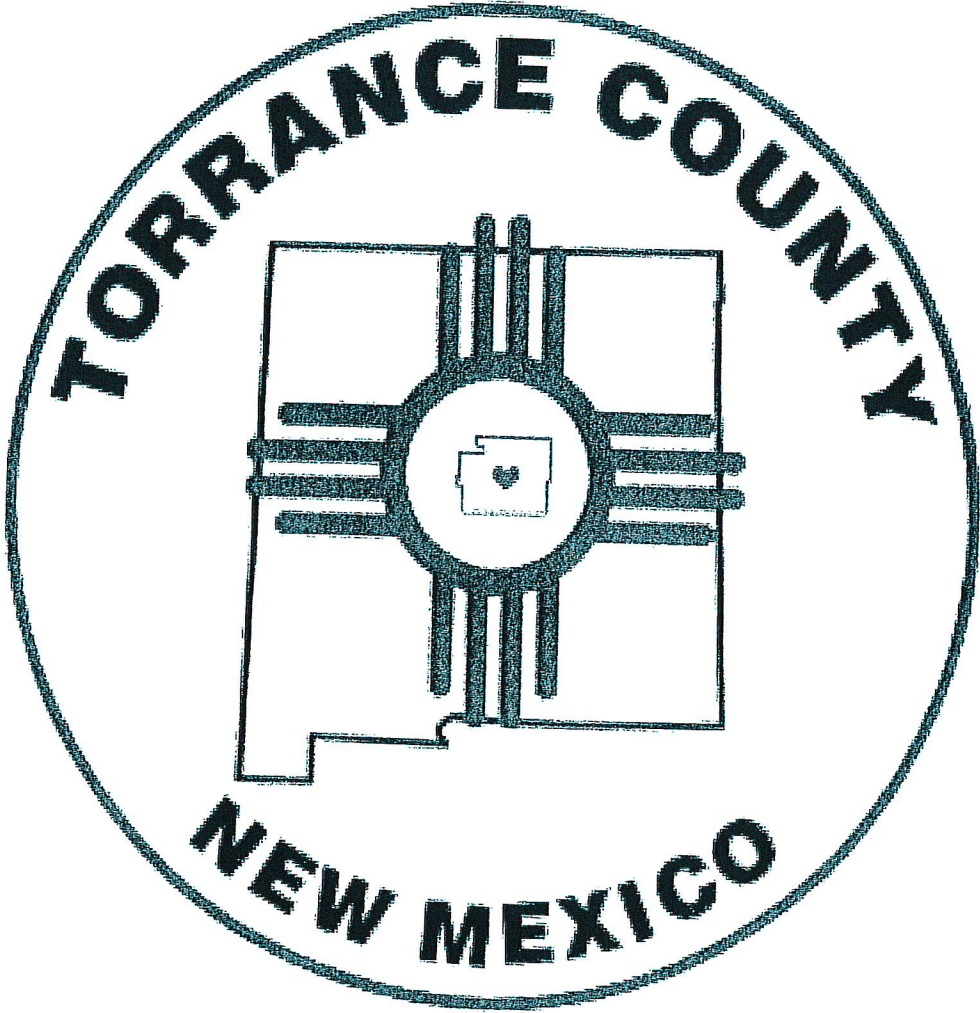
Agenda Item
No. 5



*Agenda Item
No. 6*



Agenda Item
No. 7



Agenda Item
No. 8-A

DRAFT COPY
Torrance County Board of Commissioners
Special CLOSED Commission Meeting
September 10, 2020
8:00 AM

Commissioners Present:

RYAN SCHWEBACH – CHAIR
KEVIN MCCALL – MEMBER
JAVIER SANCHEZ - MEMBER

Others Present:

JOHN BUTRICK – COUNTY ATTORNEY
GENELL MORRIS – ADMINISTRATIVE ASSISTANT

1. Call Meeting to order

Chairman Schwebach: Calls September 10, 2020 Special Closed Commission Meeting to order at 8:04 AM

2. DISCUSSION - None

3. APPROVALS - None

4. EXECUTIVE SESSION:

A. MANAGER: Interviews of County Manager Candidates, Closed pursuant to 10-15-1(H)(2).

Chairman Schwebach: Motion to go into executive session.

Commissioner McCall: Second the motion

Roll Call Vote: All in favor - **MOTION CARRIED**

Executive Session began at 8:05 AM

Chairman Schwebach: Motion to go into regular session.

Commissioner McCall: Second the motion

Roll Call Vote: All in favor - **MOTION CARRIED**

Return to Regular Session at 12:39 PM

Chairman Schwebach: This Commission conducted interviews with 5 individuals for the Torrance County Manager position. We discussed the possible entering into

contract. At this time those are the only actions taken. John Butrick County Attorney will proceed.

5. Adjourn

Chairman Schwebach: Motions to adjourn Special Commission Meeting

Commissioner McCall: Seconds the motion.

All in favor: MOTION CARRIED

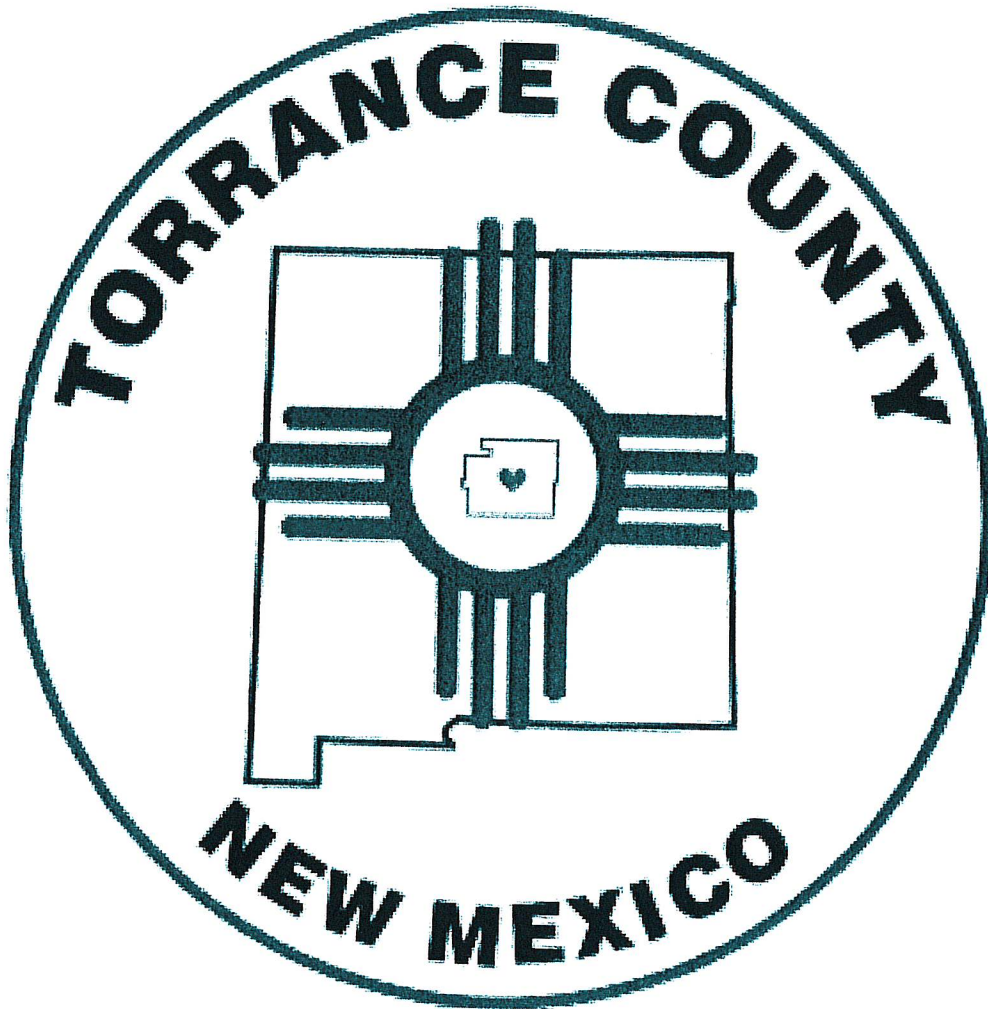
Meeting adjourned at 12:40 PM

Ryan Schwebach – Chairman

Genell Morris – Admin Assistant

Date

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



*Agenda Item
No. 8-B*

DRAFT COPY
TORRANCE COUNTY BOARD OF COMMISSIONERS
COMMISSION MEETING
SEPTEMBER 23, 2020

COMMISSIONERS PRESENT: RYAN SCHWEBACH –CHAIRMAN
KEVIN MCCALL- DISTRICT 1
JAVIER SANCHEZ –DISTRICT 3

OTHERS PRESENT: JANICE BARELA- COUNTY MANAGER
JOHN BUTRICK-COUNTY ATTORNEY
LORI ARCHULETA-EXECUTIVE ADMIN. ASST.
SYLVIA CHAVEZ-ADMIN. ASST.

1.) CALL MEETING TO ORDER

Chairman Schwebach calls the April 8, 2020 Commission Meeting to order at 9:00 A.M.

2.) INVOCATION AND PLEDGE

Pledge and Invocation led by Chairman Schwebach

3.) CHANGES TO THE AGENDA

No Changes were made

4.) PROCLAMATIONS

There were no items presented

5.) CERTIFICATES AND AWARDS

There were no items presented

6.) BOARD AND COMMITTEE APPOINTMENTS

There were no items presented

7.) PUBLIC COMMENT and COMMUNICATIONS

There was no public comment

8.) APPROVAL OF MINUTES

A.) COMMISSION: Motion to approve the September 9, 2020 Torrance County Board of County Commission Regular Minutes.

ACTION TAKEN: **Chairman Schwebach** makes a motion to approve the September 9, 2020 Regular Commission Meeting minutes. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED**

Madam County Manager Barela states that the September 10 Special Commission Meeting Minutes were not put on the agenda for approval so they will be on the next agenda for approval.

9.) APPROVAL OF THE CONSENT AGENDA

A.) Finance: Approval of Payables

ACTION TAKEN: Chairman Schwebach makes a motion to approve the payables. Commissioner McCall seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

B.) PLANNING & ZONING: Motion to Approve Planning & Zoning Recommendation for Special Use Request Pattern Energy Group.

ACTION TAKEN: Chairman Schwebach makes a motion to Approve Planning & Zoning recommendation for Special Use request for Pattern Energy Group. Commissioner McCall seconds the motion.

Commissioner McCall asks for clarification purposes, that it was a do pass from the Planning & Zoning board.

Steve Guetschow, replies, yes it was.

No further discussion, all in favor. **MOTION CARRIED**

10.) ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

There were none presented

11.) ADOPTION OF RESOLUTION

A.) ROAD: Motion to Approve FY2020/2021 State CO-OP Agreement/Contracts CAP Project, Resolution No. 2020-37

ACTION TAKEN: Chairman Schwebach makes a motion to approve Resolution 2020-37 State CO-OP CAP Projects. Commissioner McCall seconds the motion.

Madam County Manager Barela gives the Commission a brief overview of the CAP projects, 4.6 miles on Ewing Rd and 2.0 miles on Indian Hills Rd. The breakdown of the match is 25% to the County and 75% is from NMDOT.

Commissioner McCall asks for comparison from last years amount, is this lower or higher than what the County got last year.

Charmen Padilla replies, that it is a decrease from last year's funding.

Commissioner McCall asks if this has been put into the road department's budget.

Ms. Padilla responds yes; it has been budgeted.

Resolution hereto attached. No further discussion, all in favor, **MOTION CARRIED.**

B.) ROAD: Motion to Approve FY2020/2021 State CO-OP Agreements/Contracts SB Project, Resolution No. 2020-38

ACTION TAKEN: Chairman Schwebach makes a motion to approve Resolution 2020-38 State CO-OP SB Projects. Commissioner McCall seconds the motion.

Madam County Manger Barela goes over the roads that will be covered under the SB projects, 2.4 miles on Cedar Ln and 1.3 miles on Paradise Meadows Loop, same break down as the project before.

Resolution hereto attached. No further discussion, **MOTION CARRIED.**

C.) ROAD: Motion to Approve FY2020/2021 State CO-OP Agreements/Contracts SP Project, Resolution 2020-39

ACTION TAKEN: Chairman Schwebach makes a motion to approve Resolution 2020-39 State CO-OP SP Projects. Commissioner McCall seconds the motion.

Commissioner McCall asks what kind of condition this road is in, the amount seems to be a bit high for a mile of road.

Ms. Padilla states that Willow Lake W is in bad condition and does need that much repair.

Commissioner McCall asks if this road will be chip sealed.

Madam County Manger Barela explains that this road will also need 20 culverts put in and that is part of the cost.

Chairman Schwebach states to Ms. Padilla that he would be interested in a report that goes over the maintenance of the chip sealed roads in the County. The roads that are being chip sealed should be maintained for the amount of money it costs to get them done.

Resolution hereto attached. All in favor, **MOTION CARRIED.**

D.) GRANTS: Motion to Approve the Execution and Delivery of a Local Planning Grant Agreement between the NM Finance Authority and Torrance County, Resolution 2020-40

ACTION TAKEN: Chairman Schwebach makes a motion to approve Resolution 2020-40 Execution and Delivery of Local Planning Grant Agreement between NM Finance Authority and Torrance County. Commissioner McCall seconds the motion.

Cheryl Allen, Grant Manager explains that this is for the authorization of the \$50,000.00 for the grant funding for the Southern Economic Development Plan.

Commissioner Sanchez states that he is a bit confused on the process, the plan has already been completed.

Ms. Allen states this it does seem backwards but that is how the state completes the process.

Resolution hereto attached. All in favor, **MOTION CARRIED.**

E.) FINANCE: Motion to Approve Disposition of Vehicles, Resolution 2020-41

ACTION TAKEN: Chairman Schwebach makes a motion to approve Resolution 2020-41 Disposition of Vehicles. Commissioner McCall seconds the motion

Jeremy Oliver, Finance Director explains that 2 more vehicles have been added to the list and they are working on the advertising to set up the timeline of when this will be done. Mr. Oliver informs the Commission that there will be 7 cars in total.

Resolution hereto attached. All in favor, **MOTION CARRIED.**

12.) APPROVALS

A.) ROAD/PROCUREMENT: Motion to Authorize County Manager to Execute Professional Services Agreement for Architectural Services for the Torrance County Road Shop

Noah Sedillo, Chief Procurement Officer comes before the Commission to ask latitude for the County Manager to have the authority to execute the professional service agreement for the architectural agreement for the road department shop on Salt Mission Trl. Mr. Sedillo mentions that he and County Attorney Butrick have gone over the agreement and strengthen the wording in favor of the County. The document is 90% ready but at this point to get the ball rolling and

start using our funding source, the architectural portion is ready, and the process can be started. The price for the architectural design is \$27,221.25

County Attorney Butrick reiterates what Mr. Sedillo stated, which is they improved the wording to benefit the County and also getting clarification on terminology in regard to the architectural terms.

Madam County Manager Barela explains to the Commission what exactly they will be approving today. The approval will be to authorize the County Manager to execute the agreement for the architectural design. She would like to make sure the motion is very clear on what is being approved.

Chairman Schwebach asks if this is a common practice for the architectural design to be approved separate.

Mr. Sedillo explains that this is a first for him, but there have been contacts with this gentleman in the past with the County and they were in the same fashion. Mr. Sedillo feels comfortable moving forward with this agreement.

Madam County Manager Barela informs the Commission that this agreement can be as detailed as the Commission wants it to be and the fee amount can be done as a time cost or it can be phased out.

Commissioner McCall states that the capital outlay funding should be maximized and used towards what needs to get this project going. The County bought the property for this purpose and we have the funding and he would like to see this project move forward.

County Attorney Butrick explains to the Commission that the fee for this agreement does not include the cost for the actual design. The actual design belongs to the architect, its proprietor and that is an industry standard.

Mr. Sedillo states that if the County wanted to use that design again the County would have to ask for permission from the architect.

Documentation hereto attached. **ACTION TAKEN: Chairman Schwebach** makes a motion to authorize County Manager to Execute a Professional Services Agreement with J. Kory Baker for Architectural Services for the Torrance County Road Shop **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

B.) FINANCE: Motion to Authorize County Manager to Execute Contract Regarding Tyler Software

ACTION TAKEN: Chairman Schwebach makes a motion to Authorize County Manager to Execute Contract regarding Tyler Software. **Commissioner McCall** seconds the motion.

Jeremy Oliver, Finance Director states that he has distributed information to the Commission and asks if they have any more questions in regard to Tyler Software.

Chairman Schwebach states that he has looked over the numbers that were presented and the initial one capital expenses is roughly about \$250,000.00 to start it up.

Mr. Oliver states that it's a onetime capital expense of \$273,000.00 for the implementation and first year cost of \$148,697.00 and at that point we must keep our current software while the new one is being built and implemented. The contract will have travel expenses included and is being reviewed by County Attorney Butrick. The first-year cost with everything included will be \$446,937.00.

Commissioner McCall asks where Tyler is based out of.

Mr. Oliver replies that they are located through the states, Utah, Colorado, Michigan, Texas and Maine. There are 16 Counties in the NM that use this software.

County Attorney Butrick mentions that a portion of what Tyler offers for the Attorney side, helps streamline the way attorney's file documents. County Attorney Butrick explains that he has personally used the software and anytime he had issues, they were very responsive to emails or calls and did resolve the issue(s).

Commissioner McCall asks Mr. Oliver if anyone has reached out to the other Counties to get their feedback on the software.

Mr. Oliver replies that he has spoke with Grant County and the Town of Mountainair and they both like it.

No further discussion, all in favor, **MOTION CARRIED**

C.) COMMISSION: Motion to Approve Contract for Janice Y. Barela as Torrance County Manager

ACTION TAKEN: **Chairman Schwebach** makes a motion to approve the Contract for Janice Y. Barela as Torrance County Manager. **Commissioner McCall** seconds the motion. No further discussion, all in favor, **MOTION CARRIED.**

A round of applause was given for Madam County Manager Barela!! Congratulations Janice

Madam County Manager Barela thanks the Commission and appreciates the confidence that they have placed with her. She is looking forward to working with the Commission and department heads as well as all other staff members. She is looking forward to working for Torrance County and County constituents. She is honored to be in this position.

Chairman Schwebach states that he has watched Ms. Barela as Deputy County Manager and she has a great learning curve and will be an asset to the County.

Commissioner McCall states that Ms. Barela will be a great addition to the team that has been started.

Commissioner Sanchez states that he feels the same way, Ms. Barela will be a great asset and will be very well served for the County.

Contract hereto attached.

13. DISCUSSION

A.) MANAGER: EMWT update, Bobby Ortiz

Chairman Schwebach states that the update will be done at the next Commission meeting.

14.) EXECUTIVE SESSION

Chairman Schwebach asks Madam County Manager Barela if there is a need to go into Executive Session.

Madam County Manager Barela responds that she can get the information regarding item B to each of the Commissioners individually. So, there is no need to have executive today.

A.) MANAGER: Purchase of Real Property for Emergency Management, Closed pursuant to NMSA 10-15-1 (H)(8)

B.) MANAGER: Purchase of the County Fairgrounds, Closed pursuant to Section 10-15-1 (H)(8)

**15.) Announcement of next Board of County Commissioners Meeting
October 14, 2020 at 9:00 AM in the Commission Chambers**

16.) Signing of Official Documents

***ADJOURN**

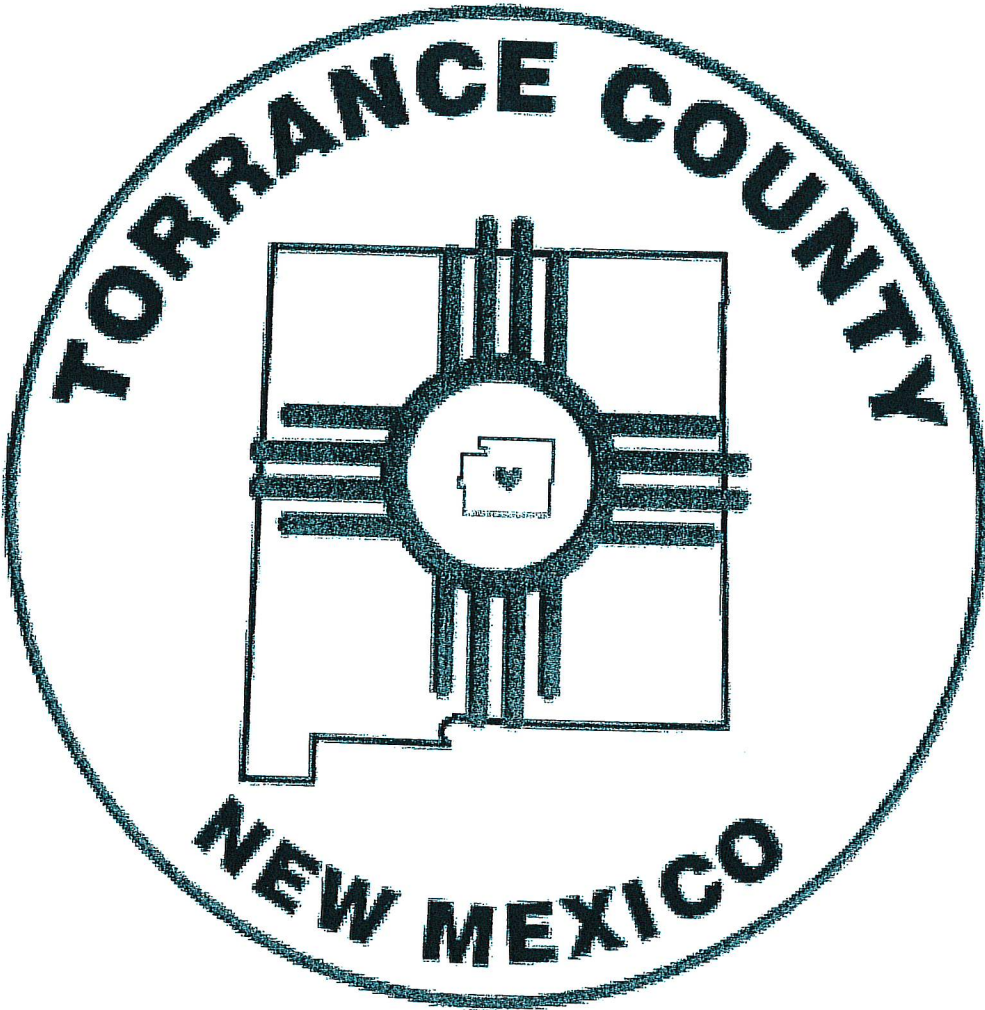
ACTION TAKEN: Chairman Schwebach makes a motion to adjourn the September 23, 2020, Commission Meeting Commissioner McCall. seconds the motion. No further discussion, all in favor. **MOTION CARRIED**
MEETING ADJOURNED AT 9:33 A.M.

Chairman Ryan Schwebach

Sylvia Chavez-Administrative Assistant

Date

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



Agenda Item
No. 9-A

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

TOTAL CHECKS PRINTED 104

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 112,825.67 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 10/01/2020 . 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

PA

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	113294	AIRGAS USA LLC	RENT-CYLINDER MEDIUM/LARGE	405-91-2230	192420	09/24/2020		153.36
	153.36		OXYGEN RENT-CYLINDER MEDIUM					
	09/24/2020		XS OXYGEN HAZMAT FEE SALES TAX					
			INVOICE#9973536919 ACCT#2287851					
STATE FIRE ALLOTMENT 153.36								
01 0	113295	DESERT SHADE TINT AND SHADES	LIAUDICIAL COMPLEX INSTALLATION		992420			
	5267.00		MADICO SUNSCAPE DURALITE 10% IN	401-16-2215			35595	2542.50
	09/24/2020		MAIN LOBBY	401-16-2215			35595	2340.00
			NMGR	401-16-2215			35595	384.50
JUDICIAL COMPLEX MAINT 5267.00								
01 0	113296	DOUBLE H AUTO	OIL, OIL FILTERS, FUEL FILTERS,		292420			
	9.96		WIPER BLADES, ANTIFREEZE,					
	09/24/2020		BATTERIES, MISCELLANEOUS ITEMS	408-91-2201				9.96
			NEEDED FOR VEHICLE MAINTENANCE					
			/REPAIR					
			JULY, AUGUST, SEPTEMBER 2020					
			INVOICE#503986 ACCT#2927					
STATE FIRE ALLOTMENT 9.96								
01 0	113297	INDEPENDENT NEWS LLC	PUBLIC NOTICE AD PATTERN SU	401-08-2221	692420	09/24/2020		107.93
	107.93		PUB HRG					
	09/24/2020		8/14, 8/21, & 8/28					
			INVOICE#85303/85330/85359					
PLANNING & ZONING 107.93								
01 0	113298	MORIARTY CONCRETE PRODUCTS	TON OF PUELO BROWN GRAVEL FOR	411-92-2215	392420	09/24/2020		66.96
	72.11		LANDSCAPE AT FIRE ADMIN BUILDING					
	09/24/2020		TRUCK DELIVERY	411-92-2215				5.15
			INVOICE#51115 ACCT#100343					
1/4% FIRE EXCISE TAX 72.11								
01 0	113299	PUEBLO HOTEL SUPPLY	CASE NEUTRAL FLOOR CLEANER	401-15-2220	792420	09/24/2020		150.45
	300.90		DISINFECTANT (0.5 OZ/QT) PHK6800					
	09/24/2020		CASE NEUTRAL FLOOR CLEANER	401-16-2220				150.45
			DISINFECTANT (0.5 OZ/QT) PHK6800					
			FREIGHT					
			INVOICE#INV1829					
ADMINISTRATIVE OFFICES 150.45 JUDICIAL COMPLEX MAINT 150.45								
01 0	113300	REDBURN TIRE CO.	PICK UP TIRES	402-60-2201	1092420	09/24/2020		431.28
	1090.84		2009 CHEVY #5567 MILE 197128					
	09/24/2020		247/75/16					
			2009 CHEVY 2500 #3728	402-60-2201				431.28
			MILE 147317					
			245/75/16					
			LOWBOY TRAILER TIRE #7075	402-60-2244				228.28
			INVOICE#142000943					
COUNTY ROAD DEPARTMENT 1090.84								

01 0 113301
65.28

RICH FORD SALES

MULTIPOINT INSPECTION
THE WORKS PACKAGE

401-65-2201

892420 09/24/2020

35764
35764

65.28

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
09/24/2020		OPERATIONS & MAINTENAN 65.28	ROTATE TIRES				35764	
			UNIT M6				35764	
			2005 FORD F150				35764	
			MILEAGE: 194002				35764	
			ACCT#20278875/1					
01 0	113302	STAPLES BUSINESS ADVANTAGE	COMMAND STRIPS/HOOKS/REFILLS	609-30-2219	492420	09/24/2020	35706	20.36
	110.94		SURGE PROTECTORS	609-30-2219	/	/	35706	90.58
	09/24/2020		INVOICE#3455771343 ACCT#010					
		COUNTY TREASURER						
		110.94						
01 0	113303	STAPLES BUSINESS ADVANTAGE	4 DRAWER LATERAL FILE CABINET		592420		35701	
	31.85		PEDESTAL FAN				35701	
	09/24/2020		COPY PAPER				35701	
			BINER SPINES				35701	
			PENS	609-30-2219	/	/	35701	11.38
			KEY BOX	609-30-2219	/	/	35701	20.47
			INVOICE#3455839136 ACCT#010					
		COUNTY TREASURER						
		31.85						
01 0	113344	AIRGAS USA LLC	OXYGEN USP DA MED CGA 870	408-91-2230	4492520	09/29/2020		97.53
	420.50		DELIVERY FLAT FEE FUEL					
	09/29/2020		SURCHARGE FLAT AIRGAS HAZMAT					
			CHARGE INVOICE#9104736929					
			ACCT#2296717					
			DIST 2 VFD 372-CYLINDER RENT	406-91-2230	4592520	09/29/2020		107.66
			DIST 3 VFD HAZMAT FEE SALES	408-91-2230	/	/		107.66
			TAX DIST 5 VFD INVOICE#	405-91-2230	/	/		107.65
			9973572763 ACCT#2296717					
		STATE FIRE ALLOTMENT						
		420.50						
01 0	113345	ALBUQUERQUE IMAGE PRODUCTS	CONTRACT COVERAGE CHARGE FOR	401-10-2203	1492520	09/28/2020		174.08
	174.08		THE 08/01/2020-08/31/2020 B/W					
	09/29/2020		BEGIN 34785 END 37,600=2,815					
			COLOR BEGIN 7,244 END 10,004=					
			2760 INVOICE#IN43305 ACCT#TC11					
		COUNTY MANAGER						
		174.08						
01 0	113346	ALBUQUERQUE IMAGE PRODUCTS	CONTRACT COVERAGE CHARGE FOR	612-20-2203	2092520	09/28/2020		63.46
	63.46		8/1/2020-8/31/2020 INVOICE#					
	09/29/2020		IN43303 ACCT#TC08					
		COUNTY CLERK						
		63.46						
01 0	113347	AMAZON BUSINESS	SANITIZING WIPES	835-01-2248	1092520	09/25/2020	35516	34.99
	59.98		THERMOMETER	835-01-2248	/	/	35516	24.99
	09/29/2020		INVOICE#199L-PDUQ-MWTV ACCT#					
			A3JI65BS912J5M					
		FEMA DECLARED						
		59.98						
01 0	113348	AMERICAN PROPERTY CONSULTANTS & APPRAISAL REPORT IN SUMMARY		620-94-2272	5092520	09/29/2020	35730	2750.00

2750.00
09/29/2020

FORMAT FOR REAL PROPERTY
FOR EMERGENCY MANAGEMENT MULTI

35730
35730

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

INFRASTRUCTURE GROSS R 2750.00 USE FACILITY 35730

01 0 113349 BI INC JULY BILLING (3 DEFENDANTS) 420-73-2218 1692520 09/28/2020 296.90
 296.90 TAX INVOICE#1217276
 09/29/2020 ACCT#3533

COMMUNITY MONITORING 296.90
 01 0 113350 BOOT BARN INC WORK BOOTS FOR ANIMAL CONTROL 401-82-2248 4792520 09/29/2020 332.97
 332.97 OFFICERS/ACCT#970863
 09/29/2020 CINDI SULLIVAN
 DANETTE MEAD
 ROBERTO TORREZ
 PAUL CHAVEZ

ANIMAL SERVICES 332.97
 01 0 113351 CATERPILLAR FINANCIAL SVCS CORP CONTRACT 001-0767488-000 621-96-2613 4292520 09/29/2020 1782.94
 1782.94 MONTH OF SEPT 2020 ACCT#24480
 09/29/2020

CAPITAL OUTLAY GROSS R 1782.94
 01 0 113352 CATERPILLAR FINANCIAL SVCS CORP CONTRACT#001-0768810-000 621-96-2613 4392520 09/29/2020 882.76
 882.76 MONTH OF SEPT 2020 ACCT#24480
 09/29/2020

CAPITAL OUTLAY GROSS R 882.76
 01 0 113353 CONTECH ENGINEERED SOLUTIONS 18X20 CULVERTS 402-60-2255 1292520 09/25/2020 564.00
 595.00 BAND AND BOLTS 402-60-2255 / / 35510 31.00
 09/29/2020 INVOICE#21107137

COUNTY ROAD DEPARTMENT 595.00
 01 0 113354 COOPERATIVE EDUCATIONAL SERVICES CORRECTIVE REPAIRS TO JUDICIAL 401-16-2215 292520 09/25/2020 894.14
 894.14 COMPLEX PIPE PENETRATION THROUGH
 09/29/2020 WALL REPAIR SLICE IN TPO
 MEMBRANE SEAL 4 ELECTRICAL BOXED
 MOUNTED TO THE PARAPET
 NMGR
 CHS CONTRACT
 2020-10NCL1302-ALL ROOFING
 INVOICE#24-107406

JUDICIAL COMPLEX MAINT 894.14
 01 0 113355 GREEN VALLEY PEST MANAGEMENT MONTHLY PEST CONTROL SERVICE 401-82-2271 5392520 09/29/2020 80.91
 80.91 TAX INVOICE#9241 ACCT#5660
 09/29/2020

ANIMAL SERVICES 80.91
 01 0 113356 GUSTIN HARDWARE INC. MISC. ELECTRICAL, PLUMBING, 401-16-2215 5192520 09/29/2020 32.49
 32.49 ROOFING & HARDWARE SUPPLIES
 09/29/2020 FOR BUILDING MAINTENANCE

OPEN PO REQUEST JUDICIAL COMPLEX
FY2021/ACCT#125

35678
35678

CHECK LISTING

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
JUDICIAL COMPLEX MAINT 32.49								
01 O	113357	HIGHER STANDARDS AUTOMOTIVE	BATTERY FOR 2006 FORD VAN	401-82-2201	5992520	09/29/2020	35756	148.43
	233.02		VIN: 1FTNE24L86HE10330				35756	
	09/29/2020		LP: G65744				35756	
			OIL CHANGE FOR 2019 FORD F-150	401-82-2201	/	/	35756	84.59
			VIN: 1FTWLE50KKE17365				35756	
			LP: 08910G				35756	
			MILEAGE: 8070.4				35756	
			REPAIR AND REPLACE				35756	
			LIFTERS ON THE LEFT BANK;				35756	
			PUSH RODS AND ROCKER ARM				35756	
			SYSTEMS FOR CYLINDER 1				35756	
			INVOICE#2462 AND COUNTER SALE				35756	
			0002465 ACCT#33					
ANIMAL SERVICES 233.02								
01 O	113358	IMMENSE IMPACT, LLC.	RURAL WATER IMPACT TIER 1	650-71-2272	392520	09/25/2020		417.45
	834.90		ANNUAL WEBSITE SUBSCRIPTION					
	09/29/2020		INCLUDES HOSTING UNLIMITED					
			CUSTOMER SUPPORT RWI TIER 1					
			CUSTOMER APPRECIATION MONTH					
			ANNUAL WEBSITE SUBSCRIPTION	650-71-2271	5492520	09/29/2020	35809	417.45
			INCLUDES HOSTING, UNLIMITED				35809	
			CUSTOMER SUPPORT, ALL WEBSITE				35809	
			SOFTWARE UPDATES & UPGRADES.				35809	
			INVOICE#20-0804MZO ACCT#18-0904					
			EBW					
WATER BOARD 834.90								
01 O	113359	INDEPENDENT DRUG TESTING	DRUG TEST CONFIRMATIONS TAX	420-73-2271	1792520	09/28/2020		26.97
	26.97		INVOICE#5310					
	09/29/2020							
COMMUNITY MONITORING 26.97								
01 O	113360	INTELLICHOICE INC	CAD LICENSES	620-94-2228	6092520	09/29/2020	35777	8146.60
	8146.60		INCLUDES 30% DISCOUNT				35777	
	09/29/2020		AND 3 FREE LICENSES				35777	
			INVOICE#1230520					
INFRASTRUCTURE GROSS R 8146.60								
01 O	113361	JUNIOR'S TIRE & AUTO PARTS INC.	TIRE REPAIR FOR 580 SUPER K CASE	402-60-2244	4992520	09/29/2020	35739	165.00
	165.00		BACKHOE				35739	
	09/29/2020		19.5/L24/INVOICE#187271					
COUNTY ROAD DEPARTMENT 165.00								
01 O	113362	LEAF	HP DESIGNJET T3500PS COPIER	401-40-2203	2492520	09/29/2020		192.06
	384.13		ASSESSOR					
	09/29/2020		RURAL ADDRESSING SEPT 2020	675-07-2203	/	/		192.07
COUNTY ASSESSOR 192.06 RURAL ADDRESSING 192.07								

01 O 113363 LUCERO, STEVE M LIVESTOCK JUDGE - DAIRY 412-53-2271 492520 09/25/2020 35528 300.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
09/29/2020	797.60	COUNTY FAIR	ROUNDRIP MILEAGE	412-53-2271	/	/	35528	98.80
			AUGUST 13, 2020				35528	
			INVOICE#100 ACCT#LIVESTOCK JUDGE					
			DAIRY HEIFER JUDGE ROUNDRIP	412-53-2271	2292520	09/29/2020		398.80
			MILEAGE INVOICE#100 ACCT#					
			LIVESTOCK JUDGE/REF PO#35528					
01 O	113364	MITCHELL BRYAN	LIVESTOCK CLASSIFIER FOR COUNTY FAIR	412-53-2271	592520	09/25/2020	35530	300.00
			AUGUST 11, 2020					
			INVOICE#100 ACCT#LIVESTOCK CLASSIFIER					
			LIVESTOCK CLASSIFIER ROUNDRIP	412-53-2271	2392520	09/29/2020		581.84
			MILEAGE INVOICE#100 ACCT#					
			LIVESTOCK CLASSIFIER/REF PO# 35530					
01 O	113365	MORIARTY CONCRETE PRODUCTS	1/2 CHIP	402-64-2408	6192520	09/29/2020		8147.80
			SALES TAX CONSUELO LANE	402-64-2408				626.36
			INVOICE#50424 ACCT#100227					
01 O	113366	MOUNTAINAIR, TOWN OF	LDWI OVERTIME ACTIVITY NEVIL BERNARD-8/18/2020	605-22-2271	5292520	09/29/2020		50.00
01 O	113367	NEXTIVA INC	ASSESSOR	401-40-2207	4192520	09/29/2020		361.12
			CLERK	401-20-2207				210.70
			MANAGER/INVOICE#32477020330	401-10-2207				180.60
			GRANTS/SEPT 2020	401-49-2207				30.10
			LAWYER/ACCT#2029540	401-56-2207				30.10
			FINANCE	401-55-2207				120.40
			OPS	401-65-2207				60.20
			COMMISSION	401-10-2207				60.20
			P&Z	401-08-2207				60.20
			CODE ENFORCEMENT	401-08-2207				30.10
			SERVER ROOM /IT	401-65-2207				30.10
			ROAD	402-60-2207				60.20
			PROBATE	401-90-2207				30.04
			RURAL ADDRESSING	675-07-2207				30.02
			SHERIFF	401-50-2207				330.00
			COMMUNITY MONITOR	420-73-2207				30.00
			TREASURER	401-30-2207				240.00
			FIRE ADMIN	413-91-2207				120.00
			EXTENSION OFFICE	401-05-2207				150.00
			CIVIL DEFENSE	604-83-2207				30.00
01 O	113368	COUNTY ASSESSOR	COUNTY CLERK	210.70				240.80
			ATTORNEY	30.10				120.40
			PLANNING & ZONING	90.30				60.20
			COUNTY ROAD DEPARTMENT					

PROBATE JUDGE	30.04	RURAL ADDRESSING	30.02	COUNTY SHERIFF	330.00
COMMUNITY MONITORING	30.00	COUNTY TREASURER	240.00	STATE FIRE ALLOTMENT	120.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY COMMISSION	150.00	COMMUNICATIONS/EMS TAX	30.00					
01 O 113368	09/29/2020	NM TEEN COURT ASSOCIATION		605-13-2269	2192520	09/28/2020		350.00
350.00		NMTCA MEMBERSHIP FOR FY2021						
		NMTCA ASSOCIATE MEMBERSHIP						
		FOR FY2021						
DWI DISTRIBUTION GRANT	350.00							
01 O 113369	09/29/2020	OFFICE DEPOT INC.		609-30-2218	792520	09/25/2020	35719	799.90
799.90		CHAIRS FOR VAULT						
		INVOICE#121464196001						
		ACCT#89520081						
COUNTY TREASURER	799.90							
01 O 113370	09/29/2020	POSTAGE REFILL		401-10-2206	652520	09/25/2020		1000.00
1005.00		OTHER CHARGES OVERAGE FEE						
		ACCT#8000-9090-0137-3179						5.00
COUNTY MANAGER	1005.00							
01 O 113371	09/29/2020	PLATEAU WIRELESS		413-91-2207	4092520	09/29/2020		370.03
1667.31		LARGE BUSINESS BLAZE						
		MONTHLY CHARGES SEPT 2020						1297.28
		ACCT#3061934/FIRE ADMIN						
		IT						
STATE FIRE ALLOTMENT	370.03	OPERATIONS & MAINTENAN	1297.28					
01 O 113372	09/29/2020	PRUDENTIAL OVERALL SUPPLY		401-15-2203	192520	09/25/2020		35.14
156.35		MATS AND MOPS COUNTY ADMIN						
		UNIFORMS STETSON/ARELY/MARISSA						65.59
		NICK						
		JUDICIAL COMPLEX						
		INVOICE#45055-8502/45055-8503						55.62
ADMINISTRATIVE OFFICES	35.14	OPERATIONS & MAINTENAN	55.62					
01 O 113373	09/29/2020	QWEST CORPORATION		420-70-2207	2592520	09/29/2020		279.05
279.05		MONTHLY CHARGES SEPT-2020						
		ACCT#5053840058596M						
ADULT INMATE CARE	279.05							
01 O 113374	09/29/2020	QWEST CORPORATION		401-16-2207	2692520	09/29/2020		108.85
108.85		MONTHLY CHARGES SEPT 2020						
		JUDICIAL ACCT#5053843237905B						
JUDICIAL COMPLEX MAINT	108.85							
01 O 113375	09/29/2020	QWEST CORPORATION		402-60-2207	2792520	09/29/2020		101.93
101.93		MONTHLY CHARGES SEPT 2020						
		ROAD/ACCT#5053842550082B						
COUNTY ROAD DEPARTMENT	101.93							
01 O 113376	09/29/2020	QWEST CORPORATION		401-37-2207	2892520	09/29/2020		160.50
160.50		MONTHLY CHARGES SEPT 2020						
		MORTIARY SC/5058324425163B						
MORTIARY SENIOR CENTER	160.50							

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01 O 113377

QWEST CORPORATION

MONTHLY CHARGES SEPT-2020

401-36-2207

2992520 09/29/2020

249.26

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CK#	DATE	NAME	DESCRIPTION	LINE ITEM	INVOICE #	DATE	PO #	AMOUNT
01 0	113387	QWEST CORPORATION	MONTHLY CHARGES SEPT 2020	401-50-2207	3992520	09/29/2020		29.88
	29.88		SHERIFF/5053841277037B					
09/29/2020								
COUNTY SHERIFF		29.88						
01 0	113388	REDBURN TIRE CO.	11/24.5 TIRES	402-60-2244	1392520	09/28/2020	35732	3191.60
	6594.92		SEMI'S 1-4				35732	
09/29/2020			VINS: 6222, 6223, 7609, 6979				35732	
			1300/24					
			GRADER TIRE G-3, VIN 0523	402-60-2244		/ /		3338.04
			245/75-16 1995 FORD F150	402-60-2244		/ /		20.00
			VIN 0234					
			2 TUBS FOR ROLLER TIRES	402-60-2244		/ /		45.28
			NMSWPA 90-000-19-00049AB				35732	
			INVOICE#142001106				35732	
COUNTY ROAD DEPARTMENT		6594.92						
01 0	113389	RUSTIC WRANGLERS	DWI COURT GRADUATION PACKAGE	804-89-2257	5692520	09/29/2020	35768	30.00
	30.00		(CARD, GIFT BAG, WATCH, TISSUE				35768	
09/29/2020			PAPER)/INVOICE#005				35768	
DRUG EDUCATION		30.00						
01 0	113390	SAM'S CLUB DIRECT	CAT AND DOG FOOD, DOG TREATS	401-82-2216	4692520	09/29/2020	35583	87.92
	977.93		NOTEBOOKS, NOTEPADS, PENS,	401-82-2219		/ /	35583	441.41
09/29/2020			USB DRIVES, SCISSORS, ASSORTED				35583	
			OFFICE SUPPLIES, PRINTER INK				35583	
			BLEACH, DAWN, FLOOR CLEANER,	401-82-2220		/ /		400.22
			LYSOL, LAUNDRY SOAP, TB CLEANER,				35583	
			ASSORTED TRASH BAGS.				35583	
			TOILET PAPER, TISSUE, PAPER	401-82-2229		/ /		48.38
			TOWELS				35583	
			ACCT#10135100695810408					
ANIMAL SERVICES		977.93						
01 0	113391	SENERGY PETROLEUM, LLC	FUEL/ROAD INVOICE#693-178-855	402-60-2202	4892520	09/29/2020		10749.24
	10749.24		163-013-056 ACCT#TCROAD					
09/29/2020								
COUNTY ROAD DEPARTMENT		10749.24						
01 0	113392	SOUTHWEST COPY SYSTEMS	SQUARE 9 PROFESSIONAL EDITION	620-94-2228	5892520	09/29/2020		7453.00
	7453.00		CONCURRENT USERS, CONVEY PLUS					
09/29/2020			MAINT & SUPPORT REF PO#35024					
			INVOICE#443760 ACCT#CO28					
INFRASTRUCTURE GROSS R		7453.00						
01 0	113393	STAPLES BUSINESS ADVANTAGE	COMMAND STRIPS /UTENSIL	609-30-2219	892520	09/25/2020		9.66
	9.66		HOOK INVOICE#3456036508					
09/29/2020			ACCT#010 REF PO#35706					
COUNTY TREASURER		9.66						
01 0	113394	STAPLES BUSINESS ADVANTAGE	XEROX SCANNER	401-21-2219	992520	09/25/2020	35703	220.24

CK#	DATE	Name	220.24	Description	Line Item	Invoice #	DATE	PO #	Amount
ELECTIONS									
01 0	113395	STAPLES BUSINESS ADVANTAGE	149.47	6 COMPARTMENT DESK ORGANIZER		1192520		35709	
	09/29/2020			WALL NAME PLATE			/ /	35709	
				COPY HOLDERS	401-50-2219		/ /	35709	5.50
				LOGITECH WIRELESS KEYBOARD/MOUSE	401-50-2219		/ /	35709	143.97
				INVOICE#3455693612/3455693614					
				ACCT#70109685					
COUNTY SHERIFF									
			149.47						
01 0	113396	STAPLES BUSINESS ADVANTAGE	506.61	BROTHER DR 630 DRUM UNITS	911-80-2219	1892520	09/28/2020	35534	146.98
	09/29/2020			BROTHER TB 660 PRINTER TONER	911-80-2219		/ /	35534	287.64
				BROTHER LASER PRINTER (HLL2320D)	911-80-2219		/ /	35534	71.99
				ACCT#DAL70109685					
911-DISPATCH CENTER									
			506.61						
01 0	113397	STAPLES BUSINESS ADVANTAGE	63.11	WIRELESS KEYBOARD	401-10-2219	1992520	09/28/2020	35736	35.99
	09/29/2020			BLUE PAPER, AA & AAA BATTERIES	401-10-2219		/ /	35736	27.12
				INVOICE#3456244445 ACCT#					
				394849					
COUNTY MANAGER									
			63.11						
01 0	113398	TACO SHOP	250.00	1 MEAL PER DAY FOR JUDGES AND	412-53-2247	1592520	09/28/2020	35627	250.00
	09/29/2020			SUPERINTENDENTS				35627	
				INVOICE#100					
COUNTY FAIR									
			250.00						
01 0	113399	WAGeworks	187.50	MONTHLY ADMIN FEE MONTHLY	401-10-2271	5792520	09/29/2020		187.50
	09/29/2020			COMPLIANCE FEE INVOICE#INV					
				2301426 ACCT#2048013					
COUNTY MANAGER									
			187.50						
01 0	113400	WEST, KATHLEEN A.	210.00	QUARTLY INSPECTION MICRODAQ	401-82-2272	5592520	09/29/2020		210.00
	09/29/2020			THERMOMETER					
ANIMAL SERVICES									
			210.00						
01 0	113405	ALBUQUERQUE IMAGE PRODUCTS	19.34	OVERAGES FOR SEPT 2020 ACCT#	401-55-2203	1593020	09/30/2020		19.34
	09/30/2020			TC 10 INVOICE#IN43304					
FINANCE DEPARTMENT									
			19.34						
01 0	113406	AMAZON BUSINESS	30.98	CORDESS SCREWDRIVER	401-30-2219	993020	09/30/2020	35738	24.99
	09/30/2020			SHIPPING	401-30-2219		/ /	35738	5.99
				INVOICE#1GRL-PVYL-3KFM ACCT#					
				A3JI65BS912J5M					

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CK#	DATE	NAME	DESCRIPTION	LINE ITEM	INVOICE #	DATE	PO #	AMOUNT
01 0	113407	AMBITIONS TECHNOLOGY GROUP LLC	LABOR TICKETS TAXES	401-65-2213	493020	09/30/2020		2745.89
	2745.89		INVOICE#8589					
	09/30/2020							
OPERATIONS & MAINTENAN 2745.89								
01 0	113408	AMBITIONS TECHNOLOGY GROUP LLC	BLOCK PURCHASE 9/1/20-9/30/2020	401-65-2213	793020	09/30/2020		4847.69
	4847.69		ATG CLOUD TAXES INVOICE#8586					
	09/30/2020							
OPERATIONS & MAINTENAN 4847.69								
01 0	113409	AMBITIONS TECHNOLOGY GROUP LLC	OPTIPEX 7070 SFF COMPUTER	401-50-2219	2393020	09/30/2020	35628	916.10
	1488.77		FLAT RATE LABOR MACHINE SETUP	401-50-2219	/	/	35628	500.00
	09/30/2020		DISPLAY PORT CABLE AND MOUSE	401-50-2219	/	/	35628	33.29
			NMGR	401-50-2219	/	/	35628	39.38
			UNDERSHERIFF DESKTOP COMPUTER				35628	
			INVOICE#8539					
COUNTY SHERIFF 1488.77								
01 0	113410	BANK OF AMERICA	GIRLS CIRCLE FACILITATOR	635-09-2266	2893020	09/30/2020	35617	420.00
	1050.59		TRAINING				35617	
	09/30/2020		INVOICE#ONE CIRCLE FOUNDATION					
			COIL OF 100 STAMPS NEEDED FOR	401-10-2206	2993020	09/30/2020	35642	55.00
			TELECOMMITTING TO MAIL OUT				35642	
			FOR ASSESSOR'S OFFICE				35642	
			CORRESPONDENCE TO CUSTOMER'S				35642	
			POSTAGE DUE TO MACHINE BREAKING	401-10-2206	3093020	09/30/2020	35705	7.50
			INVOICE#840-58700022-2-1716809					
			POSTAGE DUE TO MACHINE BREAKING	401-10-2206	3193020	09/30/2020	35705	114.09
			INVOICE#USPS					
			MANDATORY CONTINUING EDUCATION	401-40-2266	3293020	09/30/2020	35778	379.00
			FOR CHRISTIE HUMPHREY IAAO				35778	
			INVOICE#66054					
			AMERICAN BAR ASSOCIATION	401-56-2269	3393020	09/30/2020	35753	75.00
			MEMBERSHIP: JOHN BUTRICK				35753	
			INVOICE#AMERICAN BAR ASSOCIATION					
WIND PILT 420.00 COUNTY MANAGER 176.59 COUNTY ASSESSOR 379.00								
ATTORNEY 75.00								
01 0	113411	BETH MITCHELL PHOTOGRAPHY	8X10 PRINTS WITH TEXT FOR 2020	412-53-2271	2593020	09/30/2020	35459	552.00
	619.61		TORRANCE COUNTY FAIR				35459	
	09/30/2020		SHIPPING	412-53-2271	/	/	35459	20.00
			NMGR	412-53-2271	/	/	35459	47.61
			INVOICE#AUG-19 ACCT#PHOTOGRAPHY					
COUNTY FAIR 619.61								
01 0	113412	CENTRAL NM ELECTRIC COOP.	ADMIN/404273000	401-15-2208	3493020	09/30/2020		3079.52
	3085.74		404273700	401-15-2208	/	/		6.22
	09/30/2020							
ADMINISTRATIVE OFFICES 3085.74								
01 0	113413	CENTRAL NM ELECTRIC COOP.	JUDICIAL/8880179001	401-16-2208	3593020	09/30/2020		3570.66

5098.82
09/30/2020

CLERK/VOTING MACHINE/8880529300 401-21-2308
HEALTH DEPT/40492801 401-24-2208

/ /
/ /

135.94
415.23

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		JUDICIAL COMPLEX MAINT	3570.66 ELECTIONS	401-27-2208	/	/		382.33
		MOUNTAINAIR SENIOR CEN	382.33 ESTANCIA SENIOR CENTER	401-36-2208	/	/		594.66
		01 O 113414	CENTRAL NM ELECTRIC COOP.	HEALTH DEPT BLDG MAINT	3693020	09/30/2020		362.29
		09/30/2020		ANIMAL SERVICES/8880084401	/	/		508.76
		MORIARTY SENIOR CENTER	362.29 ANIMAL SERVICES	401-37-2208				
		01 O 113415	CENTRAL NM ELECTRIC COOP.	405-91-2208	3793020	09/30/2020		28.33
		09/30/2020		19103200	/	/		54.63
				8880411701	/	/		241.43
		STATE FIRE ALLOTMENT	324.39					
		01 O 113416	CENTRAL NM ELECTRIC COOP.	406-91-2208	3893020	09/30/2020		28.91
		09/30/2020		19770500	/	/		100.31
		STATE FIRE ALLOTMENT	129.22					
		01 O 113417	CENTRAL NM ELECTRIC COOP.	407-91-2208	3993020	09/30/2020		35.59
		09/30/2020		8880105100	/	/		15.25
				8880625100	/	/		56.26
		STATE FIRE ALLOTMENT	107.10					
		01 O 113418	CENTRAL NM ELECTRIC COOP.	408-91-2208	4093020	09/30/2020		23.66
		09/30/2020		19615100	/	/		118.25
				8880488700	/	/		153.35
		STATE FIRE ALLOTMENT	295.26					
		01 O 113419	CENTRAL NM ELECTRIC COOP.	409-91-2208	4193020	09/30/2020		60.21
		09/30/2020		8880282700	/	/		49.15
		STATE FIRE ALLOTMENT	109.36					
		01 O 113420	CENTRAL NM ELECTRIC COOP.	401-53-2208	4293020	09/30/2020		65.87
		09/30/2020		404571500	/	/		62.63
				404572200	/	/		36.01
				404572300	/	/		84.28
				8880064700	/	/		109.91
		COUNTY FAIR	358.70					
		01 O 113421	CENTRAL NM ELECTRIC COOP.	413-91-2208	4393020	09/30/2020		277.54
		09/30/2020		418-91-2208	/	/		43.23
		STATE FIRE ALLOTMENT	320.77					
		01 O 113422	CENTRAL NM ELECTRIC COOP.	911-80-2208	4493020	09/30/2020		204.90
		1567.61		911-80-2208	/	/		52.73

09/30/2020

911-DISPATCH CENTER

1567.61

8880581500

911-80-2208

/ /

1309.98

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 O	113423	COMPUTER CORNER INC	TRAPP LITE UPS 1500VA 900W	675-07-2218	1393020 09/30/2020	35747	176.49
	09/30/2020		INVOICE#184417				
RURAL ADDRESSING 176.49							
01 O	113424	DESIGN SILK SCREEN PRINTERS	2019 FORD F150	401-05-2201	393020 09/30/2020	35007	1110.00
	09/30/2020		ADDITIONAL REAR LOGOS FOR FREQUENT AND SUDDEN STOPS			35007	
			INVOICE#35316			35007	
COUNTY COMMISSION 1110.00							
01 O	113425	EPCOR WATER, INC.	MONTHLY CHARGES SEPT 2020	406-91-2210	2293020 09/30/2020		106.68
	09/30/2020		DIST 2 VFD ACCT#0739014				
STATE FIRE ALLOTMENT 106.68							
01 O	113426	FOUR WINDS MECHANICAL	INSPECTION OF HVAC, ELECTRICAL, AND WATER WELL EQUIPMENT AT 2807 US ROUTE 66 IN MORIARTY, NM 87035.	621-96-2611	2693020 09/30/2020	35769	475.00
	09/30/2020		MORIARTY GRT AT 7.6875% INVOICE#411			35769	
CAPITAL OUTLAY GROSS R 511.52							
01 O	113427	GUSTIN HARDWARE INC.	MISC. ELECTRICAL, PLUMBING,	401-15-2215	593020 09/30/2020	35679	7.78
	09/30/2020		INVOICE#244298 ACCT#125				
ADMINISTRATIVE OFFICES 7.78							
01 O	113428	HOMESTEAD WATER CO.	INVOICE DATE 9/1/2020	405-91-2210	1993020 09/30/2020		82.98
	09/30/2020						
STATE FIRE ALLOTMENT 82.98							
01 O	113429	JUNIOR'S TIRE & AUTO PARTS INC.	235/70 R16 4 PLY FORD ESCAPE	401-08-2201	1293020 09/30/2020	35770	472.00
	09/30/2020		PZ-1/INVOICE#187484/187475			35770	
			MILEAGE: 95231			35770	
			VIN: B55646			35770	
			IP: G57747			35770	
			245/70 R17 10 PLY F-150 PZ-3	401-08-2201		35770	660.00
			MILEAGE: 172937			35770	
			VIN: B57402			35770	
			G85745			35770	
PLANNING & ZONING 1132.00							
01 O	113430	MARLIN BUSINESS BANK	SCAN PRO SYSTEM CLERK CONTRACT	612-20-2203	2093020 09/30/2020	35398	266.36
	09/30/2020		ACCT#1489142 INVOICE#18371860				



CHECK LISTING

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 O	113431	NM WASTE SERVICE INC	RESIDENTIAL CONTAINER SERVICE	409-91-2210	1693020	35411	68.85
	393.87		INVOICE#78079/ACCT#2997301				
	09/30/2020		10 TORREON HEIGHTS				
			RESIDENTIAL CONTAINER SERVICE	408-91-2210	1793020	35410	62.46
			69 MADRID AVENUE/INVOICE#77648			35410	
			FY2021/ACCT#2997300			35410	
			4 YD. CONTAINER MONTHLY SERVICE	406-91-2210	1893020	35409	262.56
			FY2021/39 INDIAN HILLS RD			35409	
			INVOICE#78051/ACCT#2859200				
STATE FIRE ALLOTMENT 393.87							
01 O	113432	NORTHERN TOOL & EQUIPMENT CO	TROY BILT BRONCO 46X RIDING	405-91-2248	193020	35681	1640.00
	1725.00		LAWN MOWER 547CC TROY BILT			35681	
	09/30/2020		OHV ENGINE, 46" DECK			35681	
			MODEL #13A878BT066			35681	
			LIFT GATE DROP SHIP	405-91-2248	/ /	35681	85.00
			INVOICE#45951583 ACCT#12427432				
STATE FIRE ALLOTMENT 1725.00							
01 O	113433	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	1093020		35.14
	156.35		UNIFORMS STETSON/ARELY/MARISSA	401-65-2236	/ /		65.59
	09/30/2020		NICK				
			MATS AND MOPS FOR JUDICIAL	401-16-2203	/ /		55.62
			INVOICE#45055-9331/45055-9332				
			ACCT#6528480				
ADMINISTRATIVE OFFICES 35.14 OPERATIONS & MAINTENAN 65.59 JUDICIAL COMPLEX MAINT 55.62							
01 O	113434	PRUDENTIAL OVERALL SUPPLY	PAPER PRODUCTS FOR JUDICIAL	401-16-2229	1193020	35746	690.38
	1380.76		PAPER PRODUCTS FOR COUNTY ADMIN	401-15-2229	/ /	35746	690.38
	09/30/2020		(OPEN PO REQUEST FOR THE			35746	
			REMAINDER OF THIS CURRENT FISCAL			35746	
			YEAR FY21)/450559333/ACCT#			35746	
			6528480				
JUDICIAL COMPLEX MAINT 690.38 ADMINISTRATIVE OFFICES 690.38							
01 O	113435	SIDDONS-MARTIN EMERGENCY GROUP	REAR MOTOR MOUNTS	405-91-2201	293020	35693	1497.05
	1497.05		REAR MOTOR MOUNTS		/ /	35693	
	09/30/2020		INVOICE#12407042				
STATE FIRE ALLOTMENT 1497.05							
01 O	113436	SPECIALTY COMMUNICATIONS	NX-3920 MOBILE RADIO	401-65-2248	2793020	35702	637.00
	878.89		HI-GAIN ANTENNA KIT (ANTENNA,	401-65-2248	/ /	35702	58.50
	09/30/2020		COAX & CONNECTOR)			35702	
			INSTALLATION FEE	401-65-2248	/ /	35702	170.00
			TAX ON LABOR	401-65-2248	/ /	35702	13.39
			2020 FORD F250 UNIT M1			35702	
			NMSWPA 60-000-15-00019AH			35702	
			INVOICE#136575				
OPERATIONS & MAINTENAN 878.89							
01 O	113437	STAPLES BUSINESS ADVANTAGE	COPY PAPER	401-30-2219	893020	35748	215.22
	873.82		MED BINDER CLIPS	401-30-2219	/ /	35748	9.37

SMALL BINDER CLIPS
MICRO BINDER CLIPS

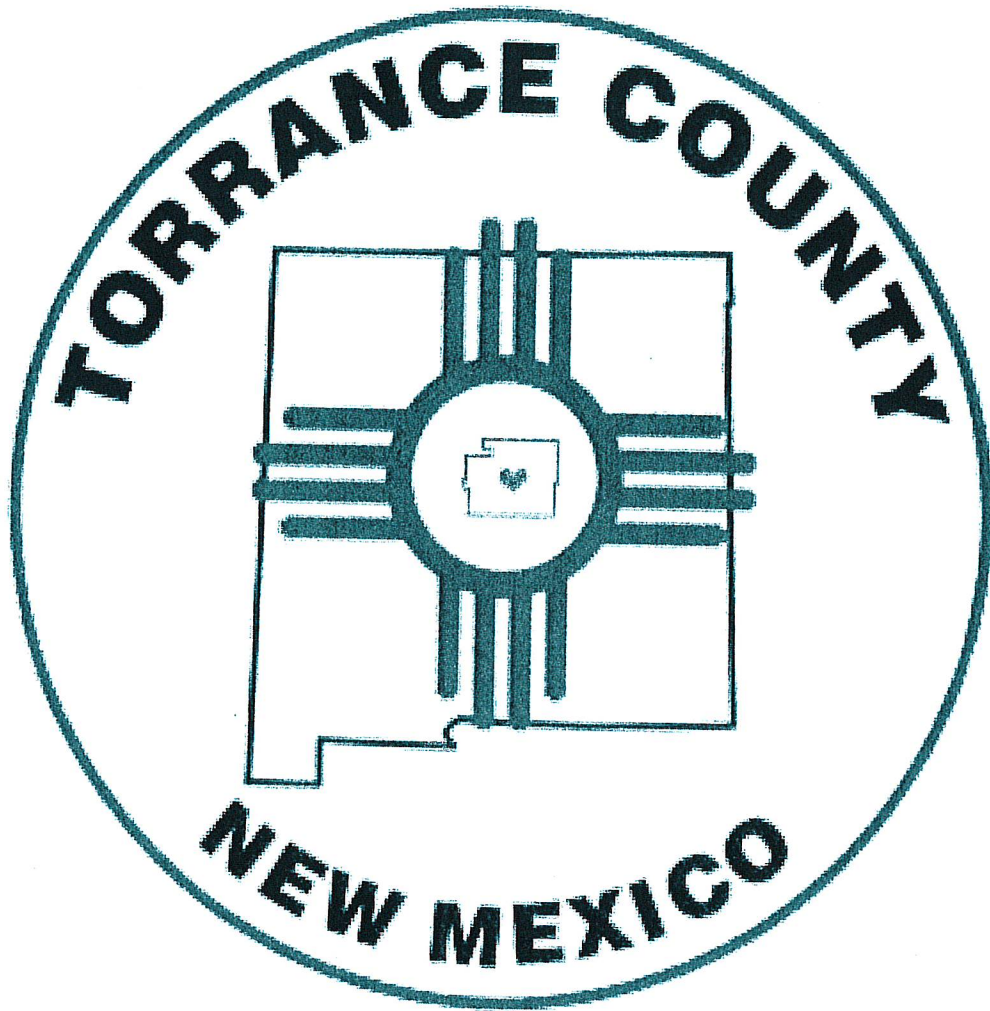
401-30-2219
401-30-2219

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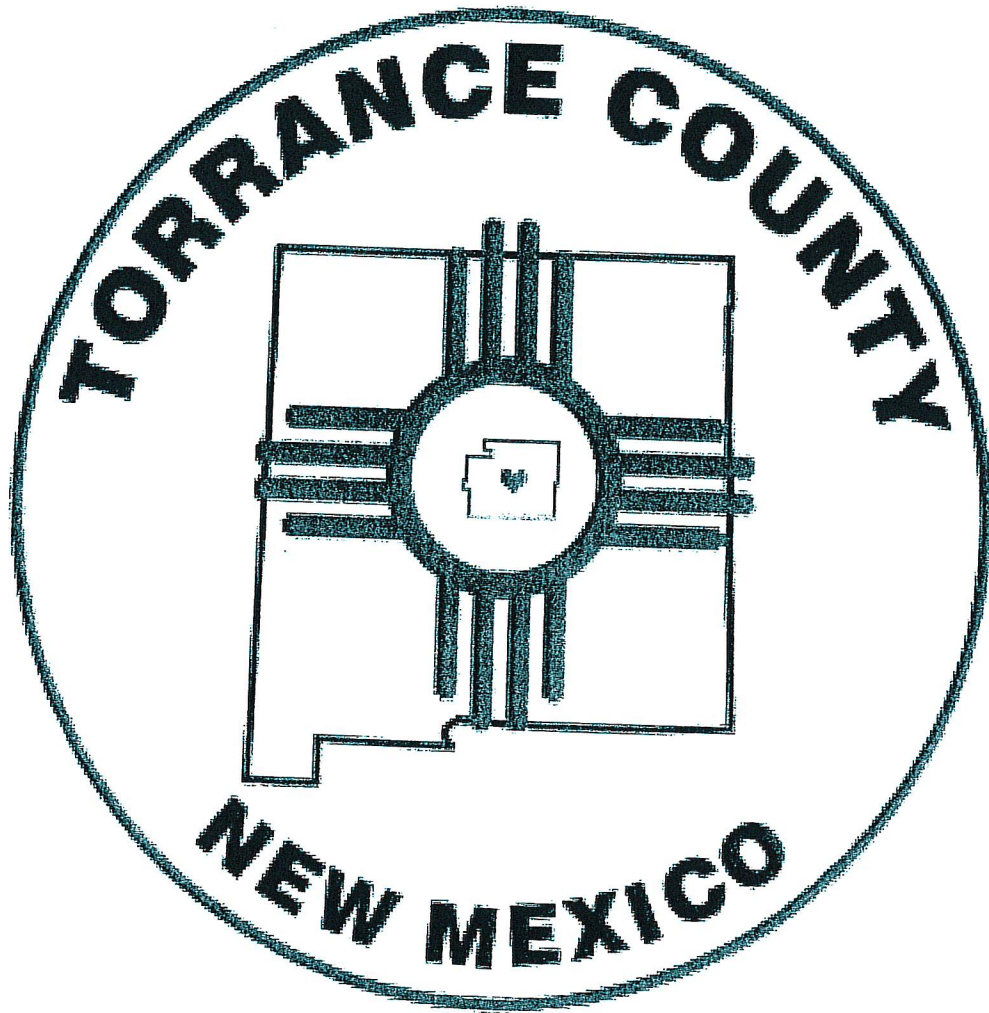
35748
35748

3.22
7.98

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		COUNTY TREASURER	873.82					
01 0	11/30/20	STAPLES BUSINESS ADVANTAGE		401-40-2219	1493020	09/30/2020	35631	595.33
				NOTES, FILE FOLDERS,			35631	
				DISINFECTING WIPES, PENS,			35631	
				DISINFECTING GEL, DESK CALENDAR,			35631	
				NOTE PADS, NOTE BOOKS, BINDER			35631	
				CLIPS, WEB CAMS.			35631	
				INVOICE#7312161873 ACCT#DAL7010			35631	
				9685				
		COUNTY ASSESSOR	595.33					
01 0	11/30/20	TILLERY CHEVROLET GMC INC		401-50-2201	693020	09/30/2020	35788	445.91
				MODULE FOR UNDERSHERIFF			35788	
				CHEVY SILVERADO			35788	
				LP: 04200G MILEAGE: 39,684			35788	
				APPROVED BY NOAH SEDILLO			35788	
				ON 9/18/2020/INVOICE#6062630/1			35788	
		COUNTY SHERIFF	445.91					
01 0	11/30/20	TRIADIC INC.		401-65-2213	2193020	09/30/2020		4269.95
				CONTRACT SERVICES FOR OCT 2020				164.64
				CLERKS CONTRACT SERVICES GRT				164.65
				TREASURERS CONTRACT SERVICES GRT				164.65
				ACCT#1425				
		OPERATIONS & MAINTENAN	4269.95	COUNTY CLERK				
				164.64				164.65
01 0	11/30/20	WAGNER EQUIPMENT CO.		402-60-2244	2493020	09/30/2020	35378	1465.83
				REPAIR, CUTTING EDGFS, AND PARTS				
				INVOICE#6787 ACCT#88034				
		COUNTY ROAD DEPARTMENT	1465.83					
				104				
				112825.67				
				/				
				/				
				TOTAL				



*Agenda Item
No. 10*



*Agenda Item
No. 11-A*

TORRANCE COUNTY RESOLUTION# 2020-

Budget Increase

WHEREAS, the Torrance County Commission in regular session on Wednesday, October 14th, 2020, did propose to authorize Budget Increases in the FY 2020-2021 Budget, and

WHEREAS, Budget Increases require authorization from the Department of Finance and Administration, and

WHEREAS, we request authorization for the following Budget Increase: (See Schedule A)

NOW THEREFORE BE IT RESOLVED, we respectfully request approval for the attached Budget Increase in the FY 2020-2021 budget from the Department of Finance and Administration.

DONE at Estancia, New Mexico
Torrance County this 14th day of
October 2020.

Approved as to Form only:

Torrance County Board of Commissioners

John Butrick
County Attorney

Kevin McCall, District 1

Attest:

Linda Jaramillo
Torrance County Clerk

Ryan Schwebach, District 2

Javier E. Sanchez, District 3

Vote Record	yes	no	abstain	absent
Kevin McCall	yes	no	abstain	absent
Ryan Schwebach	yes	no	abstain	absent
Javier E. Sanchez				

DFA Approval



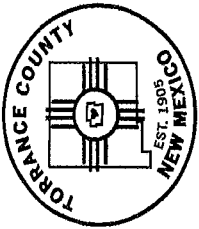
Torrance County

Resolution 2020-

Increase

Schedule A

October 14, 2020



From			TO			
Department	Source	Line Item	Description	Line Item	Description	Amount
Clerk	Covid-19 election Grant	623 00 1740	Covid-19 Election Grant	623 20 103	Part-Time Salaries	\$ 6,323.00
				623 20 219	Supplies-General Print/Publish/Advert ise	\$ 2,000.00
				623 20 221		\$ 5,000.00
TOTAL						\$ 13,323.00
						\$ 13,323.00



*Agenda Item
No. 12-A*



Torrance County Board of Commissioners

Meeting 10/14/2020

Item 12A

Department: Dispatch
Prepared By: Ben Daugherty
Janice Y. Barela

Title: DISPATCH: Motion to approve funding from the Capital Outlay budget for purchase and installation of an ice shield over the emergency communications shelter on Capilla Peak.

Action: Approve Capital Outlay funding for proposed project.

Summary:

Recent ice storm caused severe damage to the roof of the shelter used to house emergency communications equipment allowing water to leak through the ceiling near sensitive electronic equipment. Installation of an ice shield canopy will greatly reduce the chance of future damage to the roof of the shelter from falling ice.

Significant Issues:

- Risk of future damage to critical communications equipment if not approved.

Financial:

Mobilization (multiple trips)	\$250.00
Ice shield canopy for shelter using grip strut, 3 ½” pipe support legs, concrete foundations, etc.	\$8,000.00
Labor, ice bridge	\$3,562.50
Labor, ice shield for shelter, includes grounding	\$11,400.00
Subtotal	\$23,212.50
Gross Receipts Tax – Torrance 6.7500%	\$1,566.84
Total	\$24,779.34

- Repair to the damaged roof of the shelter was covered by the County’s insurance.
- This purchase is covered by the Statewide Price Agreement Number: 00-00000-20-00111 Communications Site Construction and Upgrade (July 13, 2020-July 12, 2021).
- Advanced Tower Services, Inc. is an awarded vendor under this Statewide Price Agreement.
- Capital Outlay Fund (621) has sufficient funds to cover the requested amount.

Staff Recommendation:

Approval



PROPOSAL

To: Ben Daugherty
Torrance County

From: Advanced Tower Services, Inc.
2417 Baylor Drive SE
Albuquerque, NM 87106
505-244-3321
505-244-3675 fax
Cliff Barbieri
www.advtower.com

Date: Sep. 17, 2020
Oct. 07, 2020
Oct. 08, 2020

Revised - corrected SPA #
Revised -terms and conditions per customer request.

Site: Capilla Peak

We are pleased to submit our proposal on the following scope of work;

Fabricate and install ice shield for shelter roof.

Item	Quantity	Description	Each	Extended
1	1	Mobilization (multiple trips)	\$250.00	\$250.00
2	1	Ice shield canopy for shelter using grip strut, 3-1/2" pipe support legs, concrete foundations, etc.	\$8,000.00	\$8,000.00
3	1	Labor, ice bridge	\$3,562.50	\$3,562.50
4	1	Labor, ice shield for shelter, includes grounding	\$11,400.00	\$11,400.00
Subtotal				\$23,212.50
Gross Receipts Tax - Torrance			6.7500%	\$1,566.84
Total				\$24,779.34

Notes

- 1 This proposal is valid for 60 days.
- 2 Prices above are quoted per State of NM Price Agreement 00-00000-20-0111 Communications Site Construction and Upgrade.
- 3 FOB - Destination
- 4 Terms - Net 30, Subject to credit approval.
- 5 Warranty - 1 year on contractor furnished goods and labor.
- 6 Delivery - as required
- 7 Assumptions -
- 8 Exclusions -refer to page 2 of this proposal for a detailed list of exclusions.

Accepted By:

Customer Signature

Date

Contractor Signature

Date

Exclusions

The items checked below are excluded from our proposal unless specifically included in the scope of work above.

- Rock excavation
- Off site disposal of spoils
- Permits
- Zoning approvals - not applicable as there is no zoning required at this site.
- Surveying or setting grades
- Shop drawings
- Engineering drawings
- Payment or performance bonds
- 3rd party inspection or testing fees
- Davis Bacon prevailing wages
- Other
- Other
- Other
- Other

Scope of Work

Advanced Tower Services, Inc. (Contractor) agrees to furnish necessary labor, materials, supplies, equipment and tools to perform and complete in a professional manner, the services described in the proposal.

Payment

100% upon completion of scope of work unless credit arrangements have been made, or work duration is longer than one (1) month. Then the Contractor will submit invoices monthly, or as otherwise agreed, for completed portions of services or additional work authorized pursuant to paragraph 5 herein. Client agrees to pay the invoiced amount within 20 days from the date of invoice. Any payment not received by Contractor within 30 days shall be considered to be delinquent and the amounts due contractor shall accrue a late charge of 1.5% per month for each month from date of invoice. In the event any payment due contractor under the terms of this agreement is delinquent, Contractor may suspend all services until all delinquent payments have been received.

Standard of Care

- a. While performing services under this agreement, Contractor shall exercise the degree of skill ordinarily exercised where performing the kind of services in the Scope of Work.
- b. Contractor assumes no responsibility for errors in public data utilized, statements from sources outside of Contractor, or developments resulting from situations outside the control of the Contractor.
- c. The standard of care set forth herein is the sole and exclusive standard of care that will be applied to measure Contractor's performance of the services or the creation of its work product.

There are no other representations or warranties made by Contractor.

Time for Performance

The work will be completed within the calendar days as described in the scope of work, or as expeditiously as possible.

If the Contractor is delayed at any time in the progress of the work by any act or omission of the Client, or by its officers, directors, employees, agents and assigns (Representatives), or by any separate contractor employed by the Client, or by changes ordered in the work, or by labor dispute, fire, unusual delay in transportation, adverse weather conditions, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the owner pending arbitration, then the contract time shall be extended by agreement for such reasonable time as required.

Additional Work

The Client, without invalidating the agreement, may order changes in the work within the general scope of the agreement consisting of additions, deletions or revisions of the scope, cost of services and time being adjusted accordingly. All changes in the work shall be authorized in writing. The cost or credit to the Client resulting from a change in the work shall be determined by one or more of the following; (1) by mutual agreement of either a fixed fee and/or unit price to be multiplied by the units worked in determining the total sum; (2) hourly rate per man hour multiplied by the man hours expended; or (3) by other mutually agreeable cost methods. If the outcome of the completed work indicates that additional or different work is required; the Contractor will notify the Client and will use his best professional judgment in assisting the Client in deciding how to proceed. The cost of services will be equitably adjusted by written change order or supplemental agreement between both parties.

Access, Approvals and Permits

Client shall arrange for access and make all provisions for Contractor to enter public and private property as required for Contractor to perform the specified services. Client shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary, unless otherwise stated in the proposal as the responsibility of the Contractor.

Client Provided Information

Work will not commence until the Contractor has received duly executed copy of this contract. The Client shall direct its officers, directors, employees, subcontractors and agents to render reasonable assistance and to provide (promptly upon request) all necessary or appropriate data to the Contractor in connection with its performance under this agreement. Any data furnished shall be furnished at the Client's expense, and the Contractor shall be entitled to rely upon its accuracy and completeness. The Client shall locate for the Contractor, and shall assume responsibility for the accuracy of his representations, as to the locations of all underground utilities, tanks, structures or other installations, unless the express responsibility of the Contractor as stated in the Scope of Work.

Safety

In an emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation and/or extension of time claimed by the Contractor, on account of emergency work shall be determined as set forth under the Additional Work section.

Hazardous Substances

If any hazardous, toxic or dangerous substances as defined by federal, state or local laws, statutes, regulations, ordinances, rules or orders (Hazardous Substances) are encountered at the site, and if these Hazardous Substances require handling, transportation or disposal, Contractor will assist in advising client of his options.

Restoration

The Client understands that in the normal course of work, some minor damage to property may occur including damage to landscaping, sprinkler systems and building finishes. While the Contractor will act to minimize damage, the Client understands that the cost of restoration is not included in this agreement unless expressly stated in the scope of work.

Independent Contractor

Contractor shall perform all work under this agreement as an independent contractor, retaining complete control over it's personnel and operations. Neither Contractor nor it's subcontractors shall be, or construed to be Client's employees or agents, or have any authority to bind Client in any way.

Indemnity

- a. Contractor shall indemnify and hold harmless Client, and it's respective officer, directors, employees, subcontractors, agents and assigns (Representatives), from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorney's fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct Contractor or it's Representatives; and provided that such injury, death or property damage is not caused by the sole or contributory negligence of Client or it's representatives; and provided further, that Contractor's liability hereunder shall be limited to and not exceed the insurance limits of liability identified in this proposal or the total cost of services under this agreement, whichever amount is less.
- b. Client shall indemnify and hold harmless Contractor, and it's Representatives, from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorney's fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct Client or it's Representatives; and provided that such injury, death or property damage is not caused by the sole or contributory negligence of Contractor or it's representatives; and provided further, that Client's liability hereunder shall be limited to and not exceed the insurance limits of liability of the Client or the total cost of services under this agreement, whichever amount is less.
- c. The provisions of this paragraph shall survive the completion of the work or termination of the agreement between Contractor and Client.

Dispute Resolution

For all claims, disputes, and other matters in question between Contractor and Client arising out of, or relating to, this agreement or breach thereof, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process, with the Contractor having the first strike and Client having the second strike, until a mediator is agreed upon. This agreement will be governed, construed, interpreted, and enforced in accordance with the laws of the State of New Mexico without giving effect to the choice of law principles thereof or any canon, custom, or rule of law requiring construction against the drafter. Venue will lie in the Seventh Judicial District Court in Torrance County.

Subcontractors

The Contractor reserves the right to subcontract portions of the Scope of Work at his sole discretion.

The Contractor reserves the right to remove and person, firm or corporation (subcontracted to the contractor) from participation in the services being provided to the client.

Termination

If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Contractor or its Representatives, or if the client has failed to make payment as provided in this agreement for work performed, or has otherwise stopped the Contractor's work, then the Contractor may at his option provide three (3) days notice to the Client, terminate this agreement and recover from the Client, payment for all work completed, with all costs arising out of such termination.

Entire Agreement

The agreement and any referenced attachments constitute the entire agreement between the Contractor and the Client and supersedes all prior, oral or written representations or agreements. This agreement shall not be modified except in writing and signed by both parties.

Severability

If any of these General Conditions shall be finally determined to be invalid and unenforceable in sole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties.

Applicable Law and Venue

This Agreement shall be governed by the laws of the state of New Mexico. All actions, disputes, claims or other matters arising from this agreement shall be decided per the dispute clause.

Limitations of Liability

In no event will the Contractor be liable to the Client or anyone else (including third-party beneficiaries), for any consequential, incidental, special or indirect damages, including lost revenue and profits that result in any way connected with the services provided herein.

The Client agrees that the liability of the Contractor arising out of any kind of legal claim (whether in contract, tort or otherwise) in any way connected with the services provided will not exceed the amount the Client originally paid the Contractor for the service, or the available insurance identified elsewhere in the agreement, whichever amount is less.



*Agenda Item
No. 12-B*

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AMENDMENT 1

Project No. 21-E-13

THIS GRANT AMENDMENT, hereinafter referred to as the “Amendment”, is made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **County of Torrance**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”, as of the date this Amendment is executed by the Division.

WHEREAS, The Parties entered into a grant agreement, effective July 1, 2020 for an award of grant assistance to the Grantee in the amount of **\$187,933** for enhanced 911 services and equipment.

WHEREAS, on September 15, 2020, the State Board of Finance awarded the Grantee an additional **\$19,613** for enhanced 911 services and equipment.

WHEREAS, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the Grant Agreement, as amended, will be administered.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The “Exhibit C” of the Grant Agreement is hereby replaced in its entirety with “Exhibit C” attached hereto.
2. All other provisions of the Grant Agreement not amended herein remain in full force and effect.

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS AMENDMENT has been approved by:

GRANTEE

Authorized Signatory

Date

(Printed Name)

(Title, Organization)

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By: _____
Donnie Quintana, Local Government Division Director

Date

New Mexico E-911 Program Grant
Local Government Division
Department of Finance and Administration

Exhibit C

Grantee:	County of Torrance	Grant Award:	207,546
Address:	753 Salt Missions Trail	Project Number:	21-E-13
	McIntosh, New Mexico 87032	Grant Period:	July 1, 2020 - June 30, 2021
Telephone:	(575) 894-0748		
Number of Funded PSAP Positions:		6	

Budget Line Items	Original Budget	Amended Budget
Capital		
E-911 Equipment Upgrades		
Firewall and Router Equipment		
Dispatch Software		
Recorder		33,114
UPS/Generator		
Capital Subtotal	-	33,114
Recurring Network/Managed Services		
Voice Network	36,979	36,979
Data MPLS Network	7,232	7,232
Wireless Cost Recovery	349	349
Recurring Network/Circuit Subtotal	44,560	44,560
Recurring Maintenance		
System Maintenance	103,912	90,411
Recurring Maintenance Subtotal	103,912	90,411
Services/Training		
911 Related Training	9,000	9,000
911 Related GIS	3,000	3,000
911 Consulting Services	10,800	10,800
GIS Consulting Services	13,861	13,861
Interpretive Services	400	400
Minor Equipment	2,400	2,400
Services/Training Subtotal	39,461	39,461
TOTAL	187,933	207,546



Torrance County Grants Committee

Grant review Summary

Department & Project Manager: Christine Snow, 911 Director Date: 9/30/2020

Type of Grant: Reimbursable Match Other: _____

Name of Grant: E-911 Program Grant	Grant/Agreement Number: 21-E-13
Grantor: Department of Finance and Administration (DFA) Local Government Division	Grant Term: July 1, 2020 - June 30, 2021
Grant Funding: original award 187,933 amendment 19,613 total award 207,546	Administration Fee: none
Report Requirements:	
PSAP Annual Report due June 30, 2021	- replace current recorder
Federal 911 Resource Center Report due January 30, 2021	records all incoming calls
Request for Payment/Invoice as needed	and radio traffic
matching:	- state-wide price agreements
	- remit to vendor
Project Description:	
Maintain enhanced 911 telephone emergency system.	-
Legal Requirements:	
Purchases and subcontracts require prior written approval by DFA.	
Maintain records 6 years (Torrance County requires 7 years)	
Committee Concerns:	
Noah make sure payment + performance bonds.	
PO will need to issue letter of intent	

Recommend: Approve
 Approve With Conditions:
 Do Not Approve

Grants Committee:
Janice Y. Barba
County manager

w/ payment & bonds received
unless NMFA pays vendor directly
PO will still issue letter of intent

[Signature]
Purchasing Director

County Treasurer

[Signature]
Finance Director

[Signature]
Grant Coordinator

* Christine will find who will pay vendor



*Agenda Item
No. 12-C*

**TORRANCE COUNTY
DWI PREVENTION
PROGRAM
DWI PLANNING COUNCIL
BYLAWS**

DR. TRACEY MASTER, DWI COORDINATOR

ADOPTED OCTOBER 14, 2020

TORRANCE COUNTY COMMISSION

MISSION STATEMENT:

The Torrance County DWI Planning Council, through the Torrance County DWI Prevention Program, is committed to improving the quality of life and safety of residents in and visitors to our community by increasing prevention education and public awareness, while reducing the incidence of DWI, underage drinking, and alcohol-involved domestic violence incidents.

Likewise, the Torrance County DWI Prevention Program, recognizing that DWI, underage drinking, drug misuse and abuse, and alcohol-involved domestic violence incidents are detrimental to residents in and visitors to the community, is committed to increase public awareness of these issues and decrease their incidence in our community.

This document explains the purpose, organization, and function of the Torrance County DWI Planning Council. Although the geographic boundaries of the DWI Planning Council officially include only Torrance County, the Torrance County DWI Prevention Program has historically also provided services to the Moriarty-Edgewood School District, which has buildings located in Torrance, Santa Fe, and Bernalillo counties.

In order to be eligible to apply for and receive funding for the county's DWI Prevention Program from the New Mexico Department of Finance and Administration ("DFA"), the Board of County Commissioners must create a local DWI Planning Council, appoint the voting members, approve a process for by which voting members are selected, and set terms for those members. The DWI Planning Council shall serve in an advisory capacity to the Board of County Commissioners. Membership shall be selected to represent a broad spectrum of expertise and may include county officials, DWI Prevention Program and service providers, law enforcement officers, alcohol counselors and therapists, local political leaders, representatives of Native American communities, and teen representatives. Signed copies of these DWI Planning Council Bylaws, meeting minutes, and sign-in sheets must be submitted to the Local DWI Bureau quarterly.

In accordance with our mission statement, the Torrance County DWI Prevention Program operates all seven of the DFA-approved components:

- Prevention
- Enforcement
- Screening
- Treatment
- Compliance Monitoring and Tracking
- Coordination, Planning, and Evaluation
- Alternative Sentencing

ARTICLE I – Statutory Authority and Program Oversight

The Torrance County DWI Planning Council (“Council”) for the Torrance County DWI Prevention Program (“Program”) is established pursuant to the authority provided by the New Mexico Legislature in 1993, when it enacted the Local DWI Grant Program Act, compiled as NMSA 1978, Sections 11-6A-1 through 11-6A-6, as amended. The Statute gives authority to the State DWI Grant Council to approve funding, regulations, and guidelines for the Program.

ARTICLE II – Entity Name

This entity shall be known as the Torrance County DWI Planning Council. The mailing address shall be:

Torrance County DWI Planning Council
P. O. Box 48
Estancia, NM 87016

ARTICLE III - Membership

1. Membership of the Council shall be authorized and approved by the Torrance County Board of County Commissioners (“Commission”) on an annual basis. Representation shall include members from the following sectors: law enforcement, schools, substance abuse treatment, faith community, health council, community members at large, courts, compliance monitoring or probation, New Mexico Department of Health, and media. The order in which these sectors are mentioned is not meant in any way as a representation of preeminence or importance as compared to other mentioned sectors.
 - a. **Law Enforcement** – One voting member shall represent each of the following law enforcement agencies: Torrance County Sheriff’s Office, Estancia Police Department, Moriarty Police Department, Mountainair Police Department, and New Mexico State Police. Because the Town of Edgewood falls within the Moriarty-Edgewood School District, an invitation shall also be extended to the Edgewood Police Department.

- b. **Schools** – One voting member shall represent each of the following school districts: Estancia Municipal Schools, Moriarty Municipal Schools, and Mountainair Municipal Schools. Because many of their student population reside within Torrance County, an invitation shall also be extended to the administration of the Estancia Valley Classical Academy in Edgewood.
 - c. **Substance Abuse Treatment** – One voting member shall represent substance abuse treatment or mental health counselors.
 - d. **Faith Community** - One voting member shall represent the faith community.
 - e. **Health Council** - One voting member shall represent the Partnership for a Healthy Torrance Community, the local health council.
 - f. **Community Members at Large** – One voting member shall represent each of the three Torrance County Commission districts. Because Edgewood and Stanley are included in the Moriarty-Edgewood School District, an invitation shall also be extended to Southern Santa Fe County for one voting member.
 - g. **Courts** – One voting member shall represent each of the following courts: Seventh Judicial District Court in Estancia, Moriarty Magistrate Court, Estancia Municipal Court, Moriarty Municipal Court, and Mountainair Municipal Court. Because the Town of Edgewood falls within the Moriarty-Edgewood School District, an invitation shall also be extended to the Edgewood Municipal Court.
 - h. **Compliance Monitoring or Probation** – One voting member shall represent compliance of convicted DWI offenders.
 - i. **Department of Health** – One voting member shall represent the New Mexico Department of Health.
 - j. **Media** – One voting member shall represent local media.
2. The DWI Planning Council shall have between 5 and 25 voting members.

In order to encourage inclusivity, community involvement, and participation, interested community members may elect to serve as non-voting members of the Council.

ARTICLE IV – Conflicts of Interest

A member of the Council has a conflict of interest if the member has existing or potential business, financial or personal interest, or holds a position that could impair or might reasonably appear to impair the exercise of independent, unbiased judgment in the discharge of his or her responsibilities to the Council. A conflict shall be deemed to exist if the business, financial or personal interest, or position is held by the Council member or by a family member (spouse, parent, sibling, child, or other close relative), or any organization in which the Council member as defined is an officer, director, employee, trustee, or material stockholder.

1. Failure of a member to disclose any conflict of interest shall not affect the validity of an action taken by the Council unless that member's vote created a majority for or against the subject action.
2. Conflict of Interest Disclosure Process:
 - a. Council members shall immediately disclose to the membership any known conflict of interest or any that may arise in the future. Such disclosure(s) shall be included in the minutes of the Council meeting at which the disclosure(s) is made or the next Council meeting if such disclosure occurs otherwise.
 - b. Upon disclosure of any conflict of interest, the Council shall determine by majority vote whether the member disclosing a conflict of interest may be present for discussion of and the vote on the item(s) on the Council's agenda for which any disclosure was made.
 - c. Any Council member excluded from the room may return only after the Council has voted on the item for which the member was excluded.
 - d. A member may be removed from the Council for failure to comply with this Article of the Bylaws.

Article V – Proxy Voting

In the event a voting member of the Council is unable to attend a meeting, he or she may designate another voting member to vote on his or her behalf, though such proxy vote cannot in any circumstance create a quorum. No member may hold more than one proxy during any given meeting.

ARTICLE VI – Officers

1. Chairperson –
 - a. Shall preside over all meetings of the Council.
 - b. Shall appoint committees as needed to accomplish the Council’s mission.
 - c. Shall be an ex-officio member of all committees.
2. Vice-Chairperson –
 - a. Shall act in the capacity of the Chairperson if the Chairperson is not available.
 - b. Shall be an ex-officio member of all committees.
3. Secretary –
 - a. Shall be the Torrance County DWI Prevention Program Coordinator.
 - b. Shall produce all agendas and provide copies to the Council members no later than seventy-two (72) hours before a scheduled meeting.
 - c. Shall record all minutes of meetings and email draft minutes to the Council members no later than seventy-two (72) hours before a scheduled meeting.
 - d. Shall ensure that meeting information is provided to the public, in accordance with the State of New Mexico Open Meetings Act.
 - e. Shall provide monthly updates to the Council.
 - f. Shall retain all documents and files as required by DFA.
 - g. Shall complete correspondence for the Council, as directed by the Council.

ARTICLE VII - Elections

1. Officer nominations shall be made and officer elections shall be held during the first meeting of each fiscal year.
 - a. Elections for Chairperson shall be held in odd-numbered years.
 - b. Elections for Vice-Chairperson shall be held in even-numbered years.
2. The Council Chairperson and Vice-Chairperson shall be nominated and elected by the voting members of the Council.
3. Elections shall be made by a majority of the voting members present.
4. The term of office shall be two years, except that for the first year that the Council is established the Chairperson shall be elected for one year. The staggered terms for Chairperson and Vice-Chairperson shall enable the Council to maintain continuity in leadership.

ARTICLE VIII - Meetings

1. Regular meetings of the Council shall be held each quarter at the Torrance County Commission Chambers on the third Wednesday of July, October, February, and April, from 1:00-2:00 pm. A virtual meeting alternative and telephone conference call will be made available for all meetings. Meeting place may be changed with no fewer than seventy-two (72) hours' notice to Council members and the public.
2. Special meetings of the Council shall be held on an as-needed basis.
3. All Council members and the public shall be notified of special meetings at least seventy-two (72) hours in advance.
4. In the event that the regularly-scheduled meeting date or time needs to be changed for any reason, each Council member and the public shall be notified of the change before that meeting was to occur and at least seventy-two (72) hours before the rescheduled meeting is to occur.
5. A quorum constitutes all those present with a minimum of three (3) voting members of the Council, at least one of whom shall be either the Chairperson or Vice-Chairperson.
6. In the instance a quorum is not present, the Chairperson shall announce that no meeting shall be held and that the scheduled meeting shall become a work session.

ARTICLE IX - Fiscal Policy

1. Grant Applications
 - a. The members of the Council shall provide suggestions and input to the Program Coordinator during the application process. Suggestions and input are not binding to and are not required to be used by the Program.
 - b. Grants for which the Program applies or receives funding shall be executed by authority of the Commission or its designee.
 - c. No officer or member of the Council shall have the authority to bind the County to any contract or engagement, to pledge its credit, or render it liable for any amount.
2. Signing of Grant Applications
 - a. All applications shall be signed by the Chairperson or Vice-Chairperson, if so required by the instructions of the application. Signatures shall be made upon completion of the application.
3. Distribution of Grant Funds
 - a. Distribution of Grant Funds received by the Program shall be used strictly in accordance with the grant application terms and conditions and/or award letter.

Article X - Revisions

These bylaws may be amended by a majority vote of the Council and approval by the Commission. Members must be notified of any proposed amendments by receiving a copy thereof at least one week preceding the meeting at which the vote on the amendments is to be taken.

These bylaws were approved by the Torrance County Board of County Commissioners on this 14th day of October 2020.

Ryan Schwebach, Commission Chair

Javier Sanchez, Commission Vice-Chair

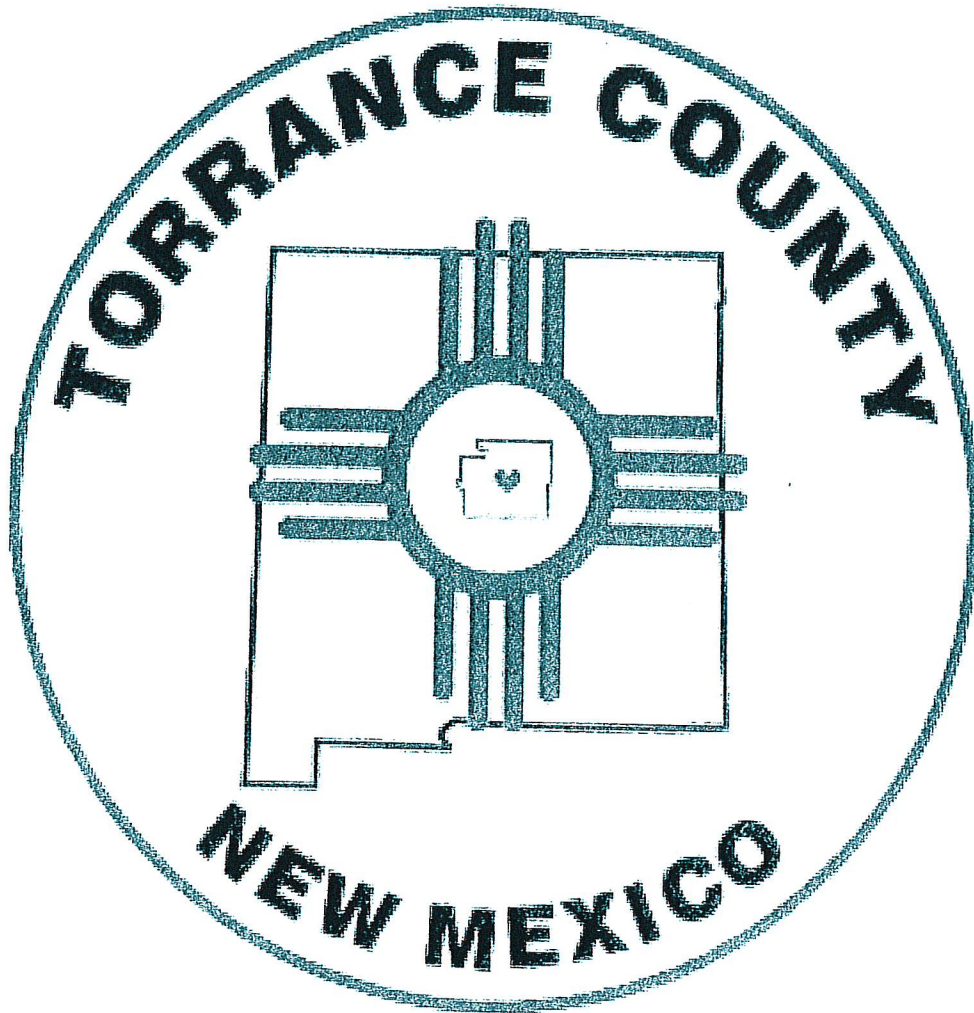
Kevin McCall, Commission Member

Approved as to form only:

John M. Butrick, County Attorney

Attest:

Linda Jaramillo, County Clerk



*Agenda Item
No. 12-D*



Torrance County Board of Commissioners

Meeting 10/14/2020

Item 12D

Department: Clerk
Prepared By: Cheryl Allen
Reviewed By: Janice Y. Barela

Title: Motion to approve Ratification of application for COVID-19 Election Response Grant

Sponsor:

Office of the County Clerk

Action:

Request to ratify submittal of application for COVID-19 Election Response Grant and accept grant award of \$13,322.75.

Summary:

The Center for Tech Life and Civic Life (CTCL) will provide grants to local election jurisdictions across the country to help ensure they have the staffing, training, and equipment necessary so this November every eligible voter can participate in a safe and timely way and have their vote counted.

CTCL is a publicly supported 501(c)(3) nonprofit organization. CTCL is proud to have a healthy mix of financial support from foundations, individual donors, and through earned revenue.

Election offices can use the funds to cover certain 2020 expenses incurred between June 15, 2020 and December 31, 2020. These include, but are not limited to, the costs associated with the safe administration of the following examples of election responsibilities.

- Ballot drop boxes
- Drive-through voting
- Election department real estate costs, or cost associated with satellite election department offices
- Non-partisan voter education
- Personal protective equipment (PPE) for staff, poll workers, or voters
- Poll worker recruitment funds, hazard pay, and/or training expenses
- Polling place rental and cleaning expenses for early voting or Election Day
- Temporary staffing
- Voting materials in languages other than English
- Vote-by-mail/Absentee voting equipment or supplies
- Election administration equipment

The boxes checked indicate areas Torrance County stated grant funds would be utilized.

Significant Issues:

- Torrance County was made aware of the grant opportunity on September 15, 2020.
- The due date to submit the grant application was October 1, 2020.
- Torrance County submitted its application on September 30, 2020.
- The grant application was extended to October 15, 2020, on October 1, 2020.
- The award was announced October 1, 2020.

Financial:

- The grant award is based on a formula that considers the number of registered voters (10,145), number of full-time staff (5), and the election budget (\$116,310).
- If approved to receive a grant, the minimum award is \$5,000. A maximum award amount was not provided. The actual award equals \$13,322.75.
- Torrance County is not required to provide match.

Staff Recommendation:

Approve ratification of the submittal of application for COVID-19 Election Response Grant and approval of grant award and agreement. The Grants Committee voted unanimously to approve the grant agreement.



CENTER FOR
TECH AND
CIVIC LIFE

October 1, 2020

Torrance County, New Mexico
County Manager
P.O. Box 48
205 South 9th Street
Estancia, New Mexico 87016

Dear Janice Y Barela,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Torrance County, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Torrance County ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$13,322.75 USD

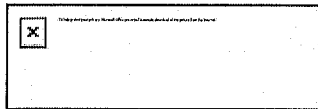
PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Torrance County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).

Cheryl Allen

From: JotForm <grants@techandcivillife.org>
Sent: Wednesday, September 30, 2020 12:28 PM
To: Cheryl Allen
Subject: Thank you! We've received your CTCL COVID-19 Response Grant Application.



CTCL COVID-19 Response Grant Application

Who is completing this grant application? Cheryl Allen

What is your title? Grants Manager

What type of jurisdiction are you submitting an application on behalf of? County

County or Parish Name Torrance County

I certify that I am permitted to submit this grant request on behalf of the jurisdiction listed above. Yes

Your initials CAA

Today's Date 09-30-2020

What number can we reach you at during business hours? (505) 544-4309

Office Mailing Address
Street Address: P.O. Box 48
Street Address Line 2: 205 South 9th Street
City: Estancia
State / Province: New Mexico
Postal / Zip Code: 87016

What is the email address you use for work? callen@tcnm.us

Share a link to an official government <http://torrancecountynm.org/>

page that contains
your bio or lists you in
a staff directory

How many active
registered voters does
your jurisdiction have? 10145

Number 5

What is your
jurisdiction's total
budget allocated to
elections this fiscal
year as of September
1, 2020? 116310

[2020-2021 Operating Budget.pdf](#)

[Form W-9 Torrance County.pdf](#)

For which public
purposes will your
jurisdiction use grant
funds? Election department real estate costs, or
costs associated with satellite election
department offices
Non-partisan voter education
Personal protective equipment (PPE) for
staff, poll workers, or voters
Poll worker recruitment funds, hazard pay,
and/or training expenses
Temporary staffing
Vote-by-mail/Absentee voting equipment or
supplies
Election administration equipment

Will acceptance of this
grant require a vote of
approval by your local
legislature, council, or
board? Yes

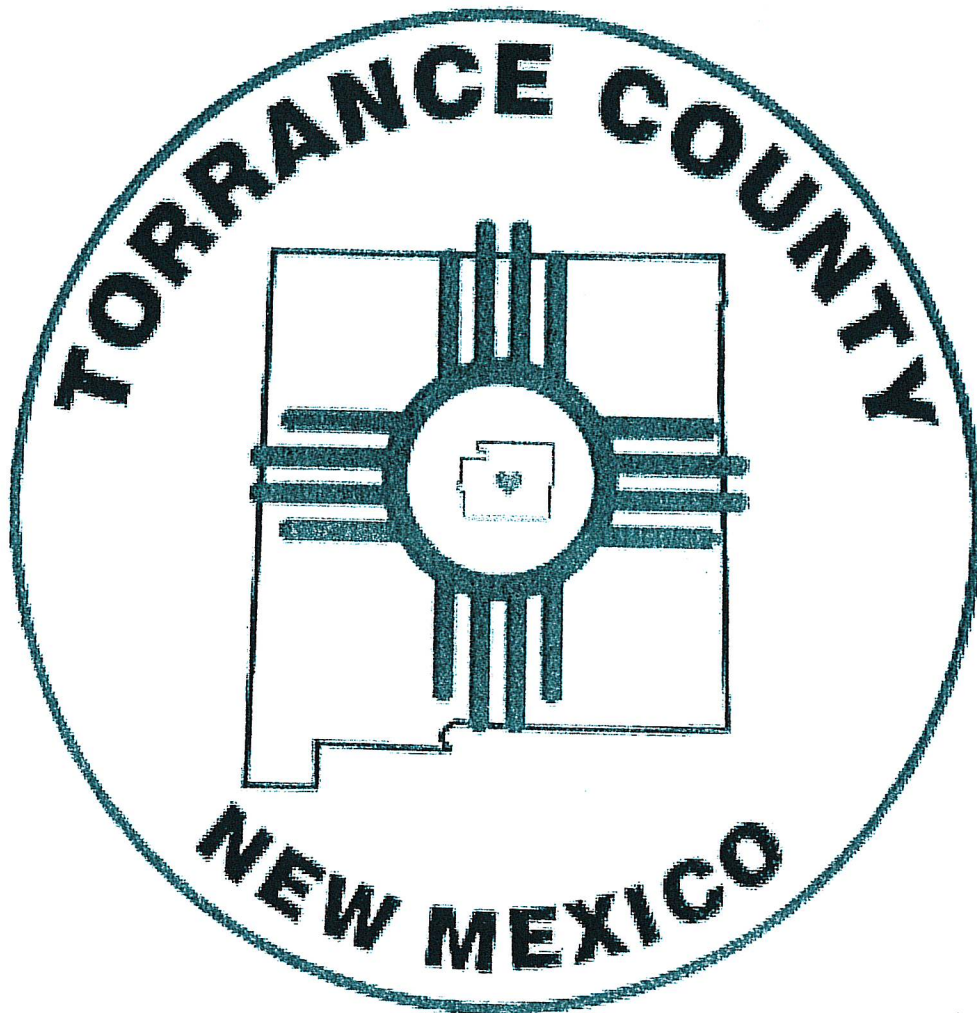
Who will the approval
body be and are there
any dates or other
timeline
considerations we
should be aware of? Torrance County Board of County
Commissioners
Meets 2nd and 4th Wednesday of each
month. Agenda Requests with
documentation must be submitted by noon
on the Monday in the week prior to a
regularly scheduled meeting.

Title of Signatory or
Name of Signatory
Body County Manager

Name of Signatory (if
an individual) Janice Y Barela

How did you hear
about this grant
opportunity?

Other



Agenda Item
No. 12-E

COMMERCIAL LEASE AGREEMENT

THIS LEASE effective this 1st day of October, 2020, by and between the Board of County Commissioners of Torrance County, hereafter designated in the singular as “Lessor,” and Rio Grande Valley Court Appointed Special Advocates, hereinafter designated in the singular as “Lessee” or “RGV CASA” or “CASA”.

RECITAL

WHEREAS, the Lessor owns a building at 903a N.5th Street, Estancia New Mexico, 87016 and the Lessee desires to contract with Lessor for the lease of Office space for the operation of the CASA program, which recruits and trains volunteers to advocate for abused and neglected children in the 7th Judicial Court District which spans Sierra, Socorro, and Torrance County. CASA’s volunteer coordinators in Torrance County will be using the office space to work on its assigned cases in the county. CASA’s printers, computers, filing cabinets, and general office supplies are in the room it has been renting, and CASA sometimes uses the office to hold meetings, conduct interviews, and attend zoom meetings.

Background Information

Seventh Judicial District Judge Thomas Fitch helped bring this CASA program to the District in 2002. Community members and volunteers from the South West Advocates for Kids (SWAK) decided in January 2002 to take responsibility for CASA activities in the Seventh Judicial District, and thus, Rio Grande Valley CASA was incorporated. A board of directors was appointed, and an office was procured in Socorro. The board of directors applied for and received 501(c) status. In 2004, RGV CASA grew and procured an office in Torrance County, and in 2005, RGV CASA opened an office in Sierra County.

Like many other regions, this vast, sparsely populated District is not immune to experiencing shortages in key areas of support, such as in the number of qualified foster homes occasionally, or when essential services to assist the entities and individuals who provide a safety net for neglected and abused children become overburdened. The Seventh Judicial District, however, typically sees our great communities, dedicated volunteers, and resourceful professional staff members come together during these times for the benefit of the children served by CASA.

Nonetheless, it is a fact that some children who are placed in State custody are periodically placed in foster homes outside of the District due to a shortage of resources, such as an inadequate number of foster homes within the District. The CASA volunteer who was with that child in the very beginning of the court process involving each child will continue to represent that child, and will travel out-of-district to ensure that these children experience as little trauma as possible from issues beyond their control.

The Children, Youth & Families Department (CYFD) refers cases to CASA via mail, email, and telephone.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1.0 Lease and Term.

1.1 Lessor for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, and upon the terms and conditions herein contained, does hereby let, lease and demise to Lessee the premises located in the County of Torrance, State of New Mexico, and more particularly described as follows:

903a N. 5th Street, Office #4
Estancia, Torrance County, New Mexico 87016.

1.2 The initial term of this Agreement shall be for a period of nine (9) months beginning October 1, 2020, and ending on June 30, 2021. This Agreement may be renewed for up to three (3) additional one (1) year terms upon written notice by the Lessee no later than thirty (30) days before the expiration of any term.

1.3 That no holding over after the expiration of this Lease, whether with or without the consent of Lessor shall operate to extend or renew this lease, and that any such holding over shall be construed as a tenancy from month to month at the rental which shall have been payable immediately prior to commencement of such holding over.

2.0 Payment.

2.1 Lessee, for and in consideration of the Lease and the demise of the premises of Lessor to Lessee, hereby agrees and covenants with Lessor to pay as rent for the premises, without notice or demand, the sum of Two Hundred Twenty-Five Dollars (\$225.00) per month in advance on the first day of each calendar month beginning on October 1, 2020, and thereafter made on the same day of each succeeding month during the term of this agreement with the exception of the last month which will be prepaid.

2.2 All of the rent shall be paid by Lessee to Lessor or Lessor's order in lawful money of the United States to Torrance County, P.O. Box 48, Estancia, NM 87016, or at such other place as Lessor may designate in writing from time to time for this purpose.

2.3 Any rental installment not paid before the 5th day of the month may carry a late fee of Fifty Dollars (\$50.00), at the Lessor's discretion, and which Lessee agrees to pay on demand, and the failure of Lessee to do so shall constitute a default hereunder.

2.4 If a rental installment made by check is returned by the bank for "insufficient funds", the Lessee shall make good the check immediately and pay a sum of Forty Dollars (\$40) to the Lessor, in addition to any other monies that may be owed.

3.0 Security Deposit.

3.1 Upon execution of this Lease Agreement, Lessor acknowledges there is no security deposit required for the substantial and material performance by the Lessee of the terms and conditions

contained herein.

4.0 Termination.

4.1 Either party hereto may terminate the Lease Agreement with written notice to the other party no less than sixty (60) days in advance.

4.2 Upon the termination or expiration of this Lease Agreement, the Lessee shall quit and deliver up the premises, peaceably and quietly, in as good order and condition as the same now are or may be put into, reasonable use and wear excepted, to Lessor or Lessor's heirs, personal representatives, assigns, successors in interest, agents, or attorneys, at the expiration of the term of this Lease.

4.3 The Lessee shall surrender all keys to the demised premises within ten (10) days of termination or expiration of this Lease Agreement and failure to do so shall obligate the Lessee to a fee of One Hundred Fifty Dollars (\$150.00) for the cost of changing locks to the premises.

5.0 Use of Premises.

5.1 The Lessee shall have the right to use the premises for any lawful purpose, including but not limited to the operation of the CASA program, which recruits and trains volunteers to advocate for abused and neglected children in the 7th Judicial Court District which spans Sierra, Socorro, and Tarrant County. Lessee's volunteer coordinators in Tarrant County will be using the office space to work on its assigned cases in the county. Lessee has its printers, computers, filing cabinets, and general office supplies in the room it has been renting, and Lessee sometimes uses the office to hold meetings, conduct interviews, and attend zoom meetings and all uses shall comply with all laws and lawful ordinances applicable to the premises. Lessee shall use and occupy the premises in a careful, safe, and proper manner for the specified services or other lawful uses and shall not commit any waste or nuisance thereon and will maintain the premises in a clean, neat, and orderly condition. Lessee acquires no interest in any of the premises, equipment, appliances, furniture, fixtures, or other property now on the premises or which may be hereafter placed thereon by Lessor, except the right to use same, and will return same at the termination or expiration of this Lease Agreement in as good a condition as at the commencement of this Lease, normal wear and tear incident to proper use thereof excepted. In the event Lessee is unable to return any such personal property or to return it in acceptable condition, it shall replace same with similar property of like value or pay the Lessor market value therefor.

6.0 Quiet Enjoyment.

6.1 The Lessee, upon paying the rent and performing the covenants and agreements of this Lease Agreement, shall quietly have, hold, and enjoy the demised premises and all rights granted Lessee in this Lease Agreement for the term of this Lease Agreement and for renewals or holdover tenancy, if any.

6.2 Lessor reserves the right of entry for itself, its representatives, agents, and employees for the purpose of examination and inspection of the premises and any property of Lessor located thereon. Said right of inspection shall be exercised at reasonable times.

6.3 The Lessor shall defend the Lessee in the quiet enjoyment and possession of the leased premises during the initial term and any renewal terms of this Lease Agreement.

7.0 Indemnity.

7.1 By entering into this Lease Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Lease Agreement. Any liability incurred in connection with this Lease is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by the federal, state, local, or common law of New Mexico Tort Claims Act. The Lessee and its "public employees" as defined in the New Mexico Tort Claims Act, does not waive sovereign immunity, does not waive any defense, and does not waive any limitation of liability pursuant to law. No provision in this Lease Agreement modifies or waives any provision of the New Mexico Tort Claims Act. Any privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, and relief, disability, workers' compensation and other benefits which apply to the activity of the officers, agents, or employees of the Lessee when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially.

8.0 Insurance.

8.1 The Lessee agrees to obtain and maintain in force for the term of this Lease Agreement public or general liability coverage, casualty coverage, property damage coverage for Lessee's inventory, fixtures, furnishings and other personal property located on the premises in amounts required by law or the Lessee's statutory insurance authority.

8.2 The Lessee shall carry workmen's compensation coverage as may be required by law for the Lessee's statutory insurance authority.

8.3 The Lessor shall maintain property, fire, and extended coverage on the building, fixtures, and equipment located on the premises and owned by Lessor but shall not be required to maintain such insurance on property of the Lessee.

9.0 Condition of Premises.

9.1 Lessee covenants that it has examined the demised premises in its entirety and that it is, at the time of this Lease Agreement, in good order and repair, in a safe, clean, and suitable condition, to the extent the same is evident by visual inspection.

9.2 The Lessee shall keep the interior of the premises in as good order and repair as it is at the date of the commencement of this Lease, reasonable wear and tear excepted.

9.3 The Lessee shall not make any alterations, additions, or improvements whatsoever in or

about the premises without first obtaining the written consent of Lessor therefor, and if consent shall be obtained therefor, all such alterations, additions, and improvements shall immediately merge with and become a part of the realty; it is understood, however, that Lessee may remove from the premises upon the expiration of this Lease all personal property belonging to it which can be removed without materially damaging the premises.

9.4 The Lessee shall provide and maintain fire extinguishers in compliance with local and state regulations.

10.0 Damage to Premises.

10.1 In the event the demised premises shall be damaged or destroyed by fire, or other casualty so insured against, Lessee shall claim no interest in any insurance settlement arising out of any such loss where premiums are paid by Lessor, or where Lessor is named as the sole beneficiary, and shall execute any and all documents required by Lessor or the insurance company or companies that may be reasonably necessary for use in connection with settlement of any such loss.

10.2 If, in the opinion of Lessee, the leased premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril insured against in a standard fire and extended coverage insurance policy of the type then commonly purchased by the Lessor (such a casualty or peril being hereinafter referred to as an insurable casualty or peril), Lessee at its option may require the Lessor to promptly and diligently restore the leased premises to the condition existing prior to the occurrence of the insurable casualty or peril or may cancel and terminate this Lease. If, in the opinion of the Lessee, the leased premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril other than an insurable casualty or peril, or by any casualty or peril whatever, the Lessee may either restore the leased premises at Lessor's expense if Lessee has first asked for and received Lessor's consent to make such restoration, or allow Lessor to promptly and diligently restore the leased premises at Lessor's expense to the condition existing prior to the occurrence of the casualty or peril. However, in the event the destruction or casualty is the proximate result of the negligent acts or omissions of the Lessee's employees, agents, or sublessees, then said restoration shall be at the expense of the Lessee to the extent not otherwise covered by existing insurance policy proceeds.

11.0 Obligations.

11.1 The Lessor shall be responsible for repairing and maintaining the ceiling and interior and exterior walls, keeping all glass, light bulbs, or lighting tubes, all plumbing and toilet facilities and other fixtures installed for the general supply of hot and cold water, heat, air-conditioning, and electricity in good order and repair.

11.2 The Lessor shall pay all ad valorem (property taxes) and assessments on the land, buildings, and personal property therein owned by Lessor and being leased herein.

11.3 The Lessor shall be responsible for repairs and maintenance of the premises not caused by the negligent or intentional acts or omissions of the Lessee, the Lessee's employees, or agents.

The Lessee shall give prompt notice to the Lessor of the necessity for any repairs and maintenance that is the responsibility of the Lessor hereunder. Lessor shall not be responsible for any damages to any person or property of the Lessee, Lessee's employees, agents, or patrons resulting because of Lessee's failure to give such prompt notification.

11.4 The Lessee shall be liable and agrees to timely pay all license, permit, and inspection fees, if any, occupation and personal property taxes or charges assessed on or charged against the premises or the use thereof and shall be liable for and agrees to pay all business expenses incurred in the operation of said business and the use of the premises except such expenses that have been agreed herein to be paid by Lessor. Janitorial services are at the expense of the Lessee.

12.0 Eminent Domain.

12.1 If the demised premises, or any portion thereof, are taken by eminent domain, but leaving the premises usable by the Lessee for the purposes of its business, such action shall not terminate this Lease Agreement, unless at the Lessee's option, written notice of termination is served upon the Lessor at least thirty (30) days prior to termination.

12.2 The effect of any taking, where the option to terminate is not exercised, will be to terminate the Lease Agreement as to that portion of the demised premises taken that is no longer usable, and the Lease pertaining to the remainder of the demised premises shall remain in full force and effect with the rent or payment reduced in proportion to the total area of the demised premises taken that is no longer usable.

13.0 Abandonment.

13.1 If at any time during a term of this Lease Agreement, the Lessee abandons the demised premises, the Lessor may, at its option, enter the demised premises without being prosecuted or liable for damages, to re-let the premises or any part thereof, for the unexpired term of the Lease Agreement and may receive and collect rent for such re-letting and hold the Lessee liable for any difference between the rent that would have been paid under this Lease Agreement and the rent paid upon re-letting.

14.0 Assignment or Subletting.

14.1 This Lease Agreement is personal to Lessee and shall not be assigned in whole or in part, nor shall any rights or privileges herein granted be sold, transferred, or assigned without the written consent of Lessor.

15.0 Default.

15.1 In the event Lessee shall default in the payment of the monthly rental as provided herein, Lessor shall promptly so notify Lessee in writing, and failure of Lessee to cure such default within ten (10) days after receipt of such notice shall, at the option of the Lessor, work as a forfeiture of this Lease Agreement, or Lessor may enforce performance in any manner provided by law, and Lessor's agent or attorney shall have the right without further notice or demand to re-enter and remove all persons from Lessor's property without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or Lessor's agent or attorney may resume possession of the property and may re-let the same for the

remainder of the term at the best rental such agent or attorney can obtain for the account of Lessee, who shall pay any deficiency, and Lessor shall have a lien as security for such rental upon the fixtures and equipment belonging to Lessee which are on the demised premises.

15.2 In the event Lessee shall default in the performance of any of the terms or provisions of this Lease other than the payment of monthly rent, Lessor shall promptly so notify Lessee in writing. If Lessee shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and Lessee shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either such event Lessor may cure such default and such expense shall be added to the rent otherwise due, or Lessor may cancel this Lease Agreement and be entitled to the rights and remedies stated herein.

15.3 In the event Lessor shall default in the performance of any of the terms or provisions of this Lease Agreement, Lessee shall promptly so notify Lessor in writing. If Lessor shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and Lessor shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either such event Lessee may cure such default to the extent otherwise allowed in this Lease, and such expense shall be deducted from the rent otherwise due or cancel and terminate this Lease.

15.4 That all remedies of Lessor hereunder are cumulative and are not exclusive of any other remedy to which Lessor may be lawfully entitled. Lessor's failure to require strict performance of any term, covenant, or condition of this Lease, or Lessor's receipt of any Lease installment with knowledge or the breach of any term, covenant, or condition hereof, shall not be deemed a waiver of such breach and shall not prevent Lessor from thereafter terminating this Lease or otherwise demanding strict performance of its terms either for such breach or for prior or subsequent breaches hereof.

16.0 Utilities.

16.1 All utilities are covered by and the responsibility of the Lessor in this Lease Agreement.

17.0 Display of Signs.

17.1 The Lessor agrees that signs identifying the Lessee's business may be placed or displayed on the premises, at the expense of the Lessee. Total outside signage shall be limited in area by the applicable codes of ordinances of town of Estancia or Torrance County. Signage shall be professional in appearance and placed at locations designated by the Lessor.

17.2 The Lessor may, within thirty (30) days prior to termination or expiration of this Lease Agreement, display signs declaring the property for rent and show the premises to prospective tenants at reasonable times and under reasonable circumstances so as to ensure the continued confidentiality of the Lessee's clients.

18.0 Notice.

18.1 All notices to be given hereunder or otherwise shall be in writing. Any such notice shall be sufficient if it is deposited in the United States mail, postpaid, certified, return receipt requested, and addressed to the party to whom it is directed at the address specified below:

LESSOR:
Board of County Commissioners of
Torrance County
c/o County Manager
P.O. Box 48
Estancia NM, 87016

LESSEE:
AGV CASA
P.O. Box 293
Truth or Consequences, NM
87901

19.0 Subordination of Lease.

19.1 This Lease Agreement and the Lessee's leasehold interests hereunder shall be subject to, subordinate and inferior to any liens or encumbrances including mortgages and other obligations hereafter placed on the demised premises by the Lessor.

19.2 Any purchasers of the leased premises shall take subject to this Lease Agreement and the Lessee's rights hereunder, including any extensions or renewals thereof.

20.0 Relationship of Parties.

20.1 The parties hereto are independent public agencies and will not be deemed to be partners, joint ventures, or agents of each other for any purpose. The parties intend that a Lessor - Lessee relationship will be created by this Lease.

21.0 Third-Party Beneficiary.

21.1 It is specifically agreed between the parties executing this Lease Agreement that it is not intended by any of the provisions of any part of the Lease Agreement to create in the public or any member thereof a third-party beneficiary or to authorize anyone not a party to the Lease Agreement to maintain a suit(s) for wrongful death(s), injury(ies) to person(s), damage(s) to property(ies) and/or any claim(s) and/or cause(s) of action whatsoever pursuant to the provisions of this Lease.

22.0 Sufficient Appropriations.

22.1 If the performance of any obligations or duties under this Lease Agreement by the Lessee, whether conditional or unconditional, require the expenditure of funds those obligations are contingent upon sufficient appropriations and authorization being made by the Legislature or Lessor for the performance of this Lease Agreement. Nothing in this Lease Agreement shall be interpreted as imposing any obligation on the Lessee to expend unappropriated funds.

23.0 Miscellaneous.

23.1 In the event it becomes necessary for Lessor or Lessee to institute any action at law or in equity against the other to secure or protect a right under this Lease Agreement, the prevailing party shall be entitled to recover in any judgment entered therein in its favor such reasonable attorneys' fees as may be allowed by the court, together with such court costs and damages as

provided by law.

23.2 The validity, construction, and effect of this Lease Agreement will be governed by the laws of the State of New Mexico and subject to litigation only in the Seventh Judicial District of the State of New Mexico.

23.3 Should any part of this Lease Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Lease Agreement has been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Lease without including therein any such part, parts, or portion which may for any reason be hereafter declared invalid.

23.4 This Lease Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the said parties with respect to said matter.

23.5 This Lease Agreement, and any term hereof, can only be amended by a document in writing signed by both parties hereto.

23.6 This Lease Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, and successors of the parties hereto.

23.7 The paragraph captions as headings appearing herein are for convenience only and are not part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease Agreement.

23.8 If either party executes this Lease Agreement as a corporation or other legal entity, each of the persons executing this Lease Agreement covenants and warrants that they are qualified to do business in the State of New Mexico and have the full right and authority to enter into this Lease Agreement and were duly authorized to do so.

23.9 The Lessor warrants that the demised premises and all improvements thereto comply with the provisions of the Americans with Disabilities Act in all material respects.

24.10 With the exception of the Lessee's payment obligations, if either party shall be delayed or hindered by reason of any matters beyond the reasonable control of such party (force majeure), then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, this Lease Agreement and the obligations of both parties to perform and comply with all of the other terms and provisions of this Lease Agreement shall in no way be affected, impaired, or excused.

24.11 The parking lot of the premises is intended for the use and convenience of the Lessee of the premises and their guests, clients, and invitees. No parking places are reserved, except as

marked by the Lessor, and the Lessee releases and hold harmless the Lessor from any loss, damages, or other liabilities incurred, directly or indirectly, from the Lessee's use thereof, including vandalism.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Lease Agreement on the day and year indicated below.

LESSEE:
RGV CASA
370 N. Date, PO Box 293
TorC, NM, 87901

LESSOR:
Board of County Commissioners of
Torrance County, New Mexico
P.O. Box 48
Estancia, NM 87016

By: Merry Jo Fall

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED, AND PASSED on this _____ day of _____, 2020.

Ryan Schwebach
Chairman, District II

Javier Sanchez
Vice Chair, District III

Kevin McCall
Commissioner, District I

Approved as to form only:

John M. Butrick
Torrance County Attorney

Linda Jaramillo
Torrance County Clerk



*Agenda Item
No. 12-F*

August 15, 2020

To: EMS Providers, Counties, Municipalities and other interested parties

Fr: Ann Martinez, EMS Fund Act Coordinator

Re: EMS Fund Act Special Project Applications for FY 2022 (July 1, 2020 – June 30, 2021)

It is that time of year again! The Emergency Medical Systems Bureau applications are **NEWLY** revised for the following portions of the Fiscal Year 2022 EMS Fund Act which include: Also download applications to your computer before filling them out for full functional capabilities.

Local EMS System Improvement Projects: These are projects that will contribute to the enhancement and/or integration of the local EMS System (For the purposes of funding, a local recipient means one or more services within a single EMS System).

EMS Vehicle Purchase Project: Under this program, municipalities and counties may apply for financial support to obtain an EMS Vehicle. In order to receive financial support, **the applicant (County or Municipality) must commit to providing a cash match of at least twenty-five percent (25%) of the base price of the vehicle.**

Statewide EMS System Improvement Project: This category shall include projects which improve the health and safety of residents of the entire state, provide training opportunities for EMS personnel all over New Mexico, or other similar projects. (For the purposes of funding, "statewide" means involvement and collaboration of a minimum of two (2) or more of the following: EMS local systems, counties, training institutions, an EMS Regional office or the Bureau).

EMD Agency Support Program: Certified EMD Agencies may apply for funding to assist with allowable operational costs under an EMS Local/State System Improvement Projects, when funds are available.

Applications must be post-marked by or hand-delivered to the EMS Bureau by close of business **Friday, November 20, 2020**. Your regional offices are available to assist you in completing a quality, competitive application. **Prior to submission, all applications must be reviewed by your Regional Office. Any applications (no exceptions) without Regional Office Review and signature, will be considered incomplete, and will not be accepted, this includes Training Institutions, etc. It is not the Regional office responsibility to mail these to the Bureau unless discussed prior if all is complete. Must send original and 2 copies, NO SPECIAL BINDING- SINGLE STAPLE IN LEFT CORNER ONLY!!**

Please note that if you need an extension you must request an extension prior to the due date "NOT" the day it is due. No exceptions.

Applications are NEW, so take the time to read them carefully, they are also a fill in, no more hand writing - available now at www.nmems.org and all Regional websites.

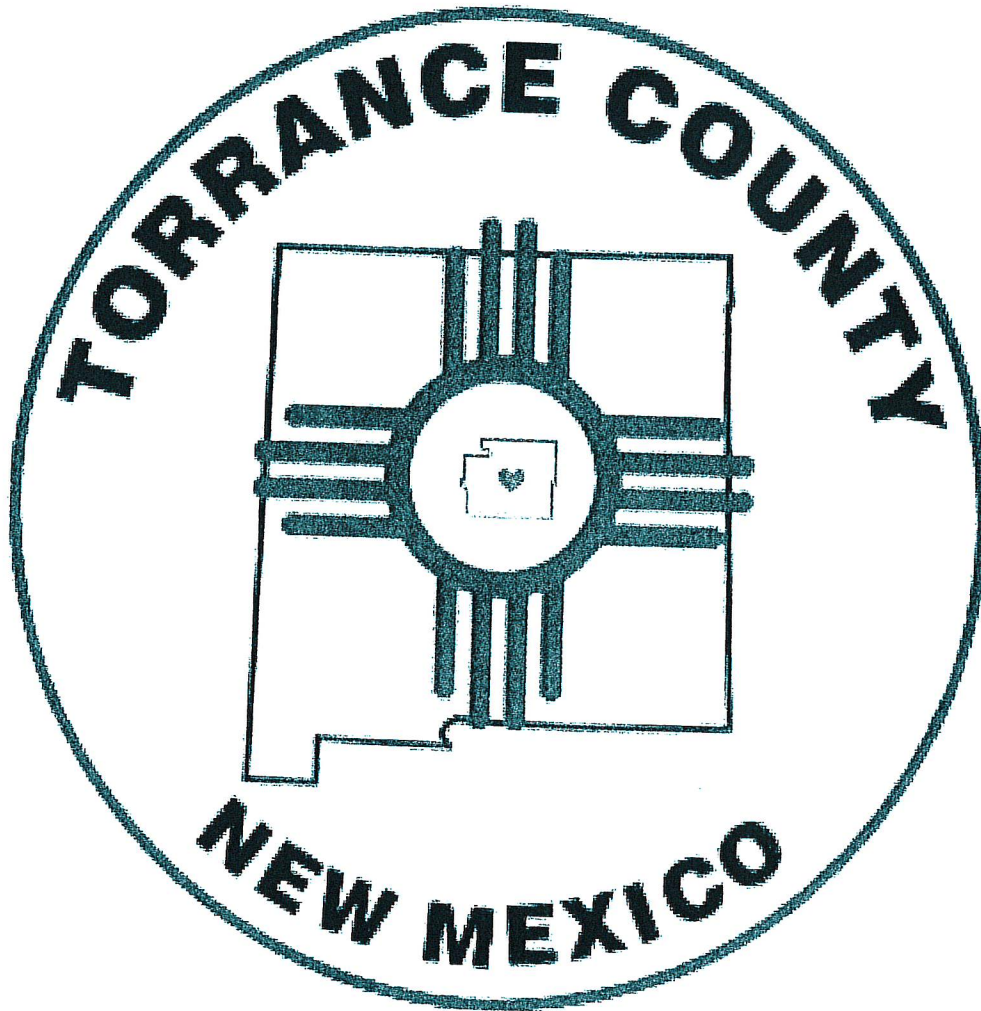
The respective Regional offices can be contacted at the following numbers:

EMS Region I – 505.270.9278

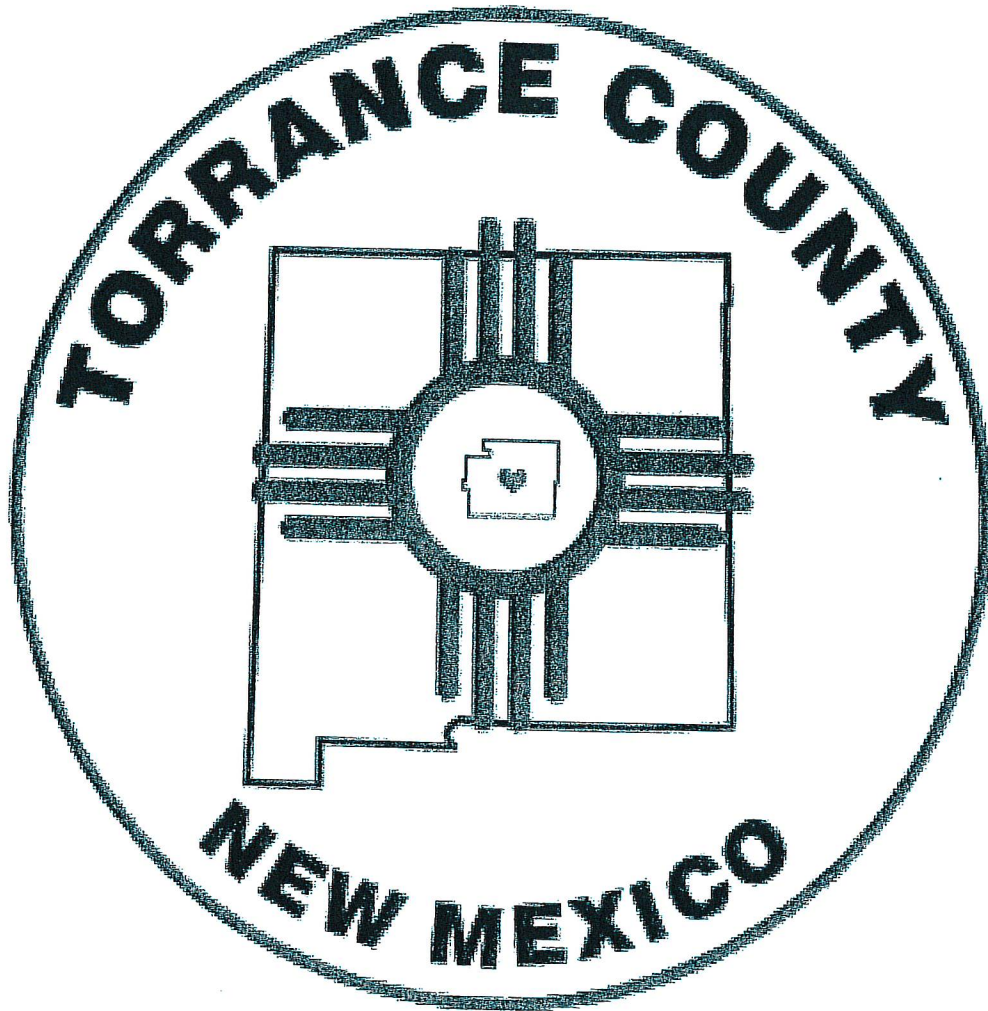
EMS Region II – 575.524.2167

EMS Region III – 575.769.2639

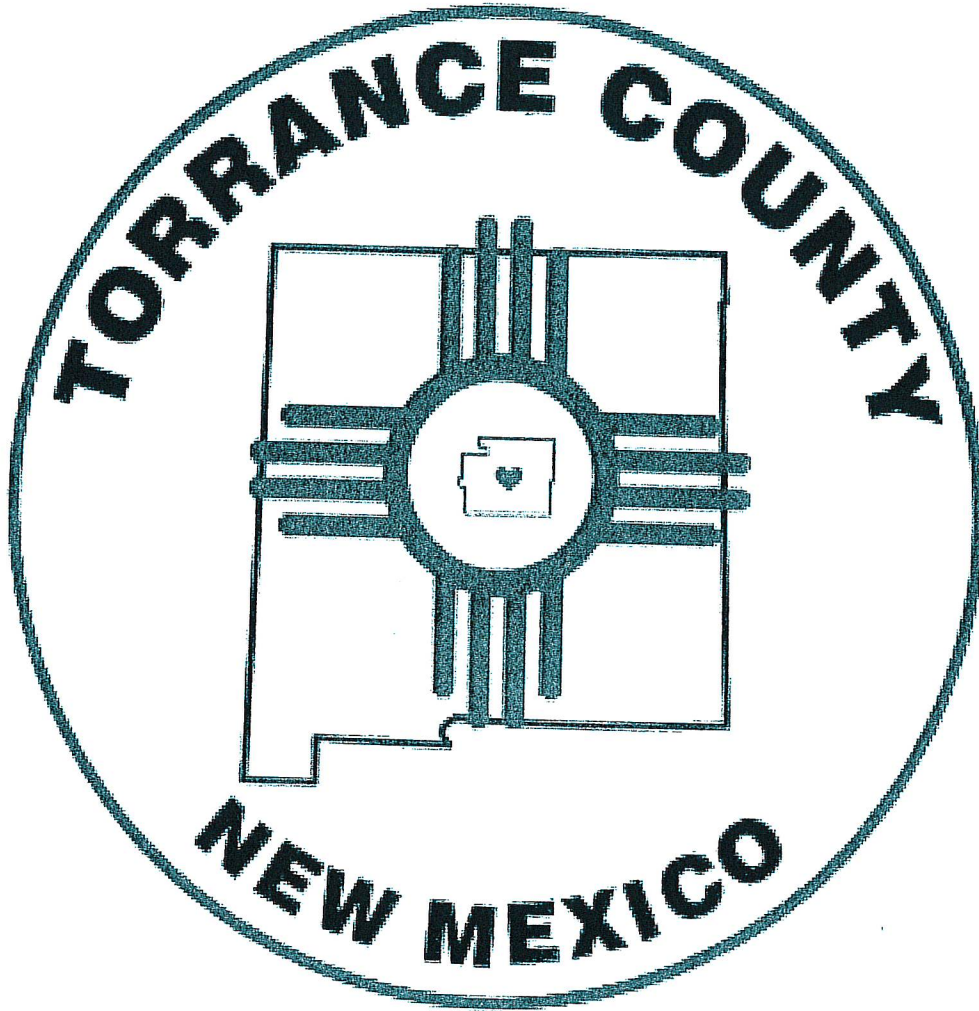
If you have any questions, please contact me at (505) 476-8233 or via e-mail at ann.martinez1@state.nm.us



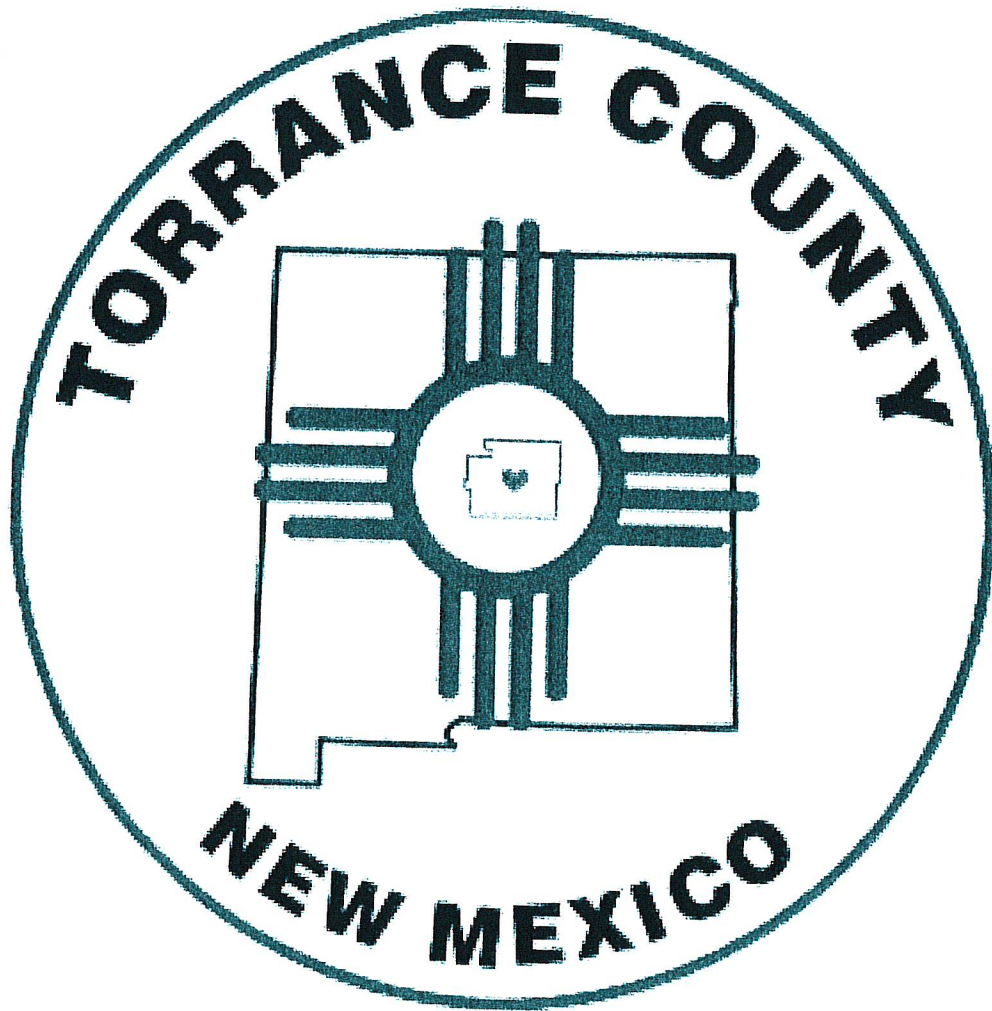
*Agenda Item
No. 13-A*



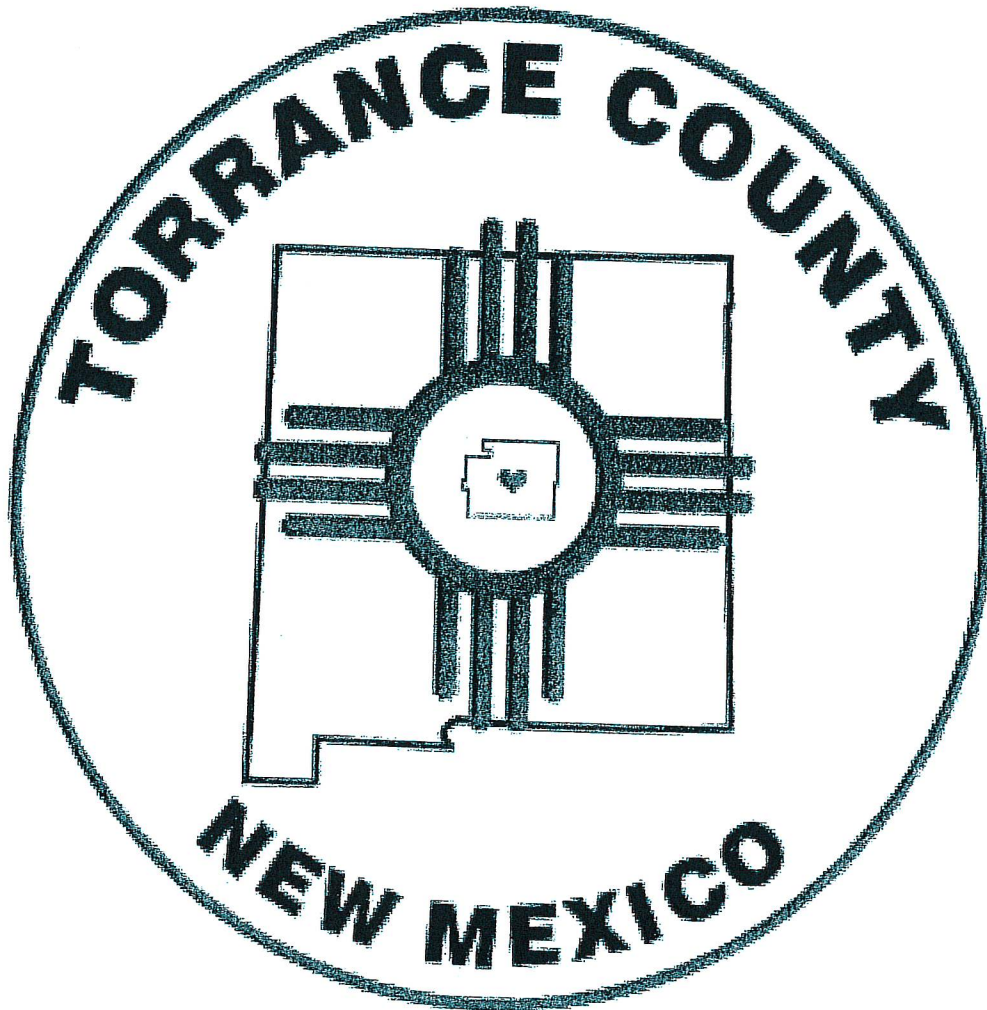
*Agenda Item
No. 14-A*



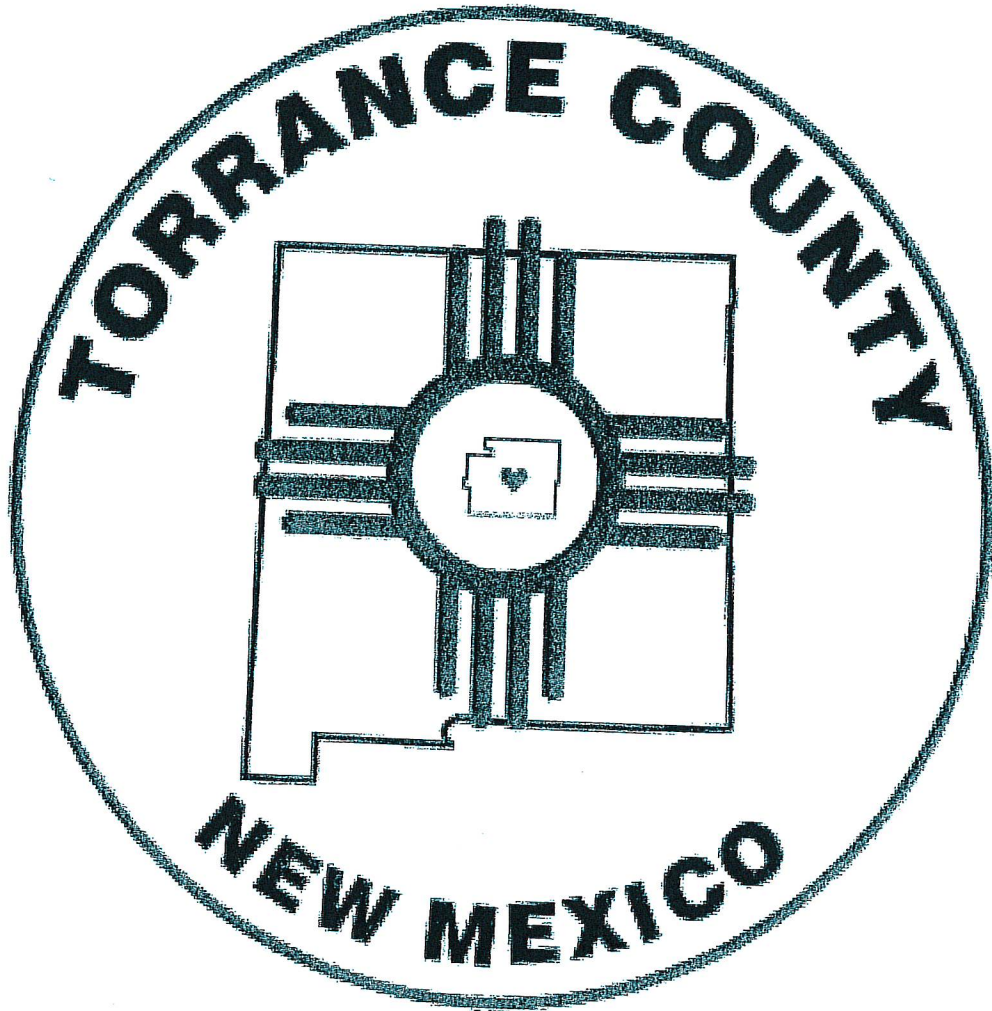
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No. 14-B*



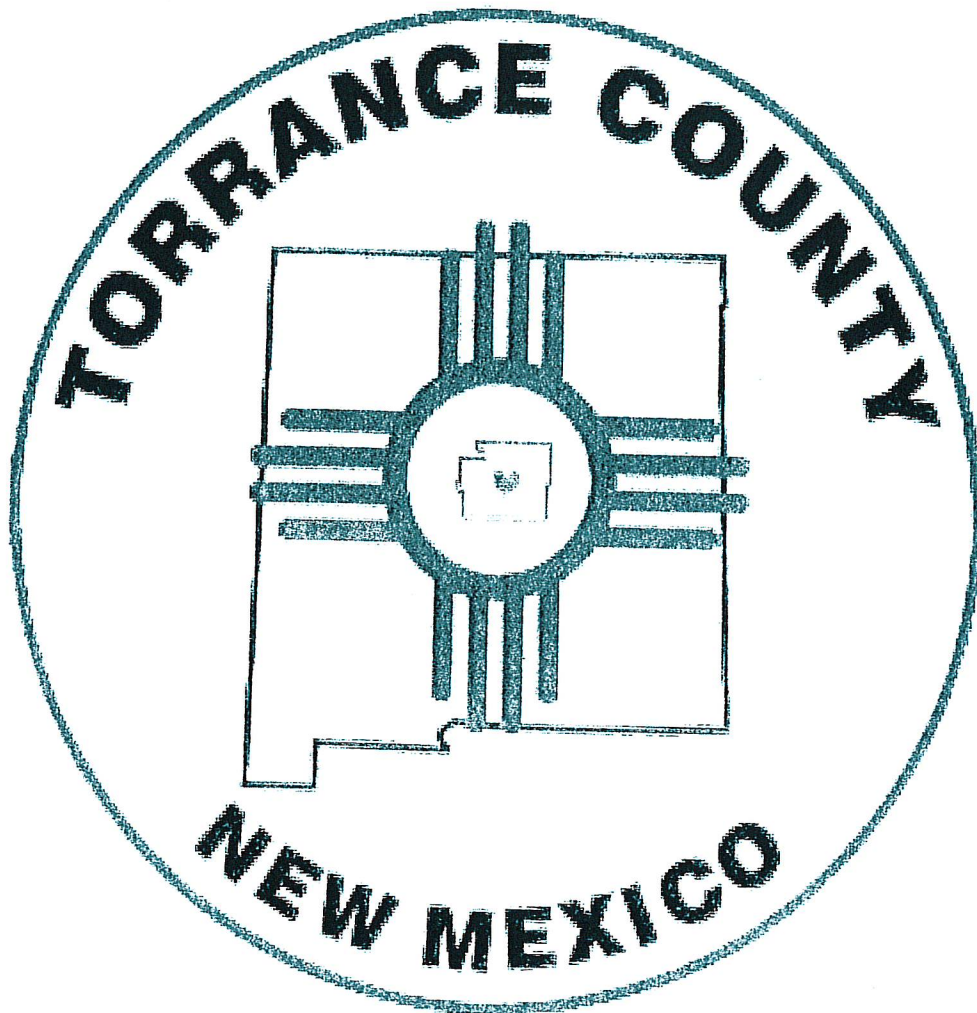
*Agenda Item
No. 14-C*



*Agenda Item
No. 15*



Agenda Item
No. 16



*Agenda Item
No. 17*